



Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

Village Hall: 815-827-3309

Website: <http://www.villageofmaplepark.org>

**BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING AGENDA
TUESDAY, JUNE 20, 2023
MAPLE PARK CIVIC CENTER
302 WILLOW STREET, MAPLE PARK
7:00 P.M.**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL/QUORUM ESTABLISHED**
- 4. PUBLIC COMMENTS** – *Any resident wishing to address the Board may do so according to the guidelines set forth in the “Rules for Public Comments at Public Meetings” handout. Please complete a speaker request form and submit it to the Village Clerk. You may also send an e-mail to villageclerk@villageofmaplepark.com in advance of the meeting. The Village Clerk will read such comments during the Public Comment portion of the meeting. Time Limit: 5 minutes per speaker.*
- 5. DISCUSSION OF RENAMING WASHINGTON PARK TO MAPLE PARK LIONS PARK**
- 6. DISCUSSION OF ESTABLISHING THE CITIZENS’ ADVISORY COMMISSION FOR MAPLE PARK FOUNDERS’ DAY**
- 7. REVIEW LENSLOCK QUOTE PROPOSAL AND THE RATIFYING OF CHIEF DAVID KRULL’S SIGNATURE**
- 8. REVIEW THE CONSTRUCTION OF WATER TREATMENT PLANT EMERGENCY GENERATOR AND SITE FENCING IMPROVEMENTS BIDS**
- 9. REVIEW AND DISCUSS RECEIVED HVAC CONTRACTOR PROPOSALS FOR CIVIC CENTER’S BOILER AND HEATING SYSTEM REPLACEMENT AND FINANCING**
- 10. DISCUSSION OF SPECIAL USE PERMIT #2023-01 SOLAR FARM AS FORWARDED FROM THE PLANNING & ZONING COMMISSION**
- 11. DISCUSSION OF VARIATION #2023-02 AS FORWARDED FROM THE PLANNING & ZONING COMMISSION**

12. REVIEW ORDINANCES

- **Ordinance 2023-08** An ordinance amending Title 6 “Police Regulations”, Chapter 2 “Animal Control”, Section 9 “Livestock and Poultry” from Village Code 6-2-9 : Livestock and Poultry (1982 Code § 6-12; amd. 2004 Code)
- **Ordinance 2023-09** An ordinance amending Title 8 “Public Ways and Property”, Chapter 3 “Driveways”, Section 5 “Gravel Furnished By Village” from original Ordinance 1991-05

13. OTHER BUSINESS

14. ADJOURNMENT

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO ESTABLISH A CITIZENS' ADVISORY COMMISSION FOR MAPLE PARK FOUNDERS' DAY TO RECOMMEND ACTIVITIES AND EVENTS THAT CELEBRATE THE HISTORY OF MAPLE PARK, ILLINOIS

WHEREAS the Village of Maple Park ("The Village") is a municipality in accordance with the Constitution and statutes of the State of Illinois; and

WHEREAS, the Village President and Village Board recognize the people, places, and events that have shaped the Village of Maple Park; and

WHEREAS, the Village President and Village Board seek to establish a Citizens' Advisory Commission to recommend activities and events that celebrate the history of Maple Park's people, places, and events.

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees for the Village of Maple Park, DeKalb and Kane Counties, Illinois, as follows:

The Village President is hereby authorized to establish the Citizens' Advisory Commission for Maple Park Founders' Day.

The Village President with the advice and consent of the Village Board shall appoint up to five (5) village residents to the Citizens' Advisory Commission for Maple Park Founders' Day.

The appointed members of the Citizens' Advisory Commission shall serve a term of one year or until a successor is appointed.

The Citizens' Advisory Commission for Maple Park Founders' Day shall create an annual report with recommendations to the Village President and Village Board in support of activities and events that celebrate the history of Maple Park's people, places, and events.

The Village President and Village Board will utilize the annual report of the Citizens' Advisory Commission for Maple Park Founders' Day to identify and support activities and events throughout the community.

ADOPTED by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at its regular Board meeting held on _____.

Ayes:

Nays:

Absent:

(SEAL)

Suzanne Fahnestock, Village President

ATTEST:

Caryn Minor, Village Clerk



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MEMORANDUM

TO: Village President and Board of Trustees

FROM: Village Administrator Cheryl Aldridge

DATE: June 15, 2023

SUBJECT: WATER TREATMENT PLANT EMERGENCY GENERATOR AND SITE FENCING IMPROVEMENT PROJECT

BACKGROUND

In April 2021, the Village of Maple Park had a Risk and Resilience Assessment performed by HRGreen. In this assessment a recommendation was made to install fences at the water facility to deter unauthorized entry. A recommendation was also made to install a permanent standby generator at the Water Treatment Plant with a transfer switch to enhance resilience against power outages. These recommendations were made under the security assessment of the Risk and Resilience Assessment. On April 3, 2023, an advertisement for bids was issued by the Village Engineer firm, Lintech Engineering, Inc. The proposed construction consists of the addition of a new diesel emergency generator, associated electrical work, and the installation of site fencing and gates. The bid opening is scheduled for Tuesday, June 20, 2023 at 10 am. The Village Engineer will be attending the Village Board Committee of the Whole meeting on June 20, 2023 to review the bids with the Board and make his recommendation.

RECOMMENDATION

The Village Board review the bids' information with the Village Engineer and establish consensus to send the Engineer's recommendation to the Board's regular meeting in July, on July 5, 2023.



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MEMORANDUM

TO: Village President and Board of Trustees

FROM: Village Administrator Cheryl Aldridge

DATE: June 15, 2023

SUBJECT: HVAC CONTRACTOR PROPOSALS FOR CIVIC CENTER'S BOILER AND HEATING SYSTEM REPLACEMENT AND FINANCING

BACKGROUND

As a result of the urgent need to replace the 100-year-old boiler and heating system in the Civic Center, the Village Board has determined to explore possible options for replacement. At the March 7, 2023 Village Board meeting, the Village Board approved Resolution 2023-07 authorizing the Village President to execute and enter into joint and cooperative purchasing agreements with the County of Kane and their authorized vendors for heating ventilation and air conditioning (HVAC) maintenance and repair services, in order for the village to satisfy the project bidding requirement and have access to a pool of qualified vendors. The Village invited all five vendors provided through the Kane County joint and cooperative agreements to submit an estimate cost proposal for Civic Center's boiler and heating system replacement project. These are the vendors that were invited and here are their replies:

- Air Comfort LLC of Broadview – This vendor came for a walk through the Civic Center and chose not to respond or submit a proposal
- Hartwig Mechanical Inc of Harvard – This vendor was called numerous times and did not choose to respond
- RJ O'Neil Inc of Montgomery – This vendor was not interested in working on a design / build project
- One Source Mechanical, Inc of DeKalb – A proposal of the estimated cost was sent to the Village on May 2, 2023 and will be shared with the Board at the June 20, 2023 Committee of the Whole meeting.
- F.E. Moran, Inc. Mechanical Services of Lemont – A proposal of the estimated cost is to be sent prior to the Committee of the Whole meeting and shared with the Board at the meeting.

FINANCING

As part of the Fiscal Year 2024 Budget, \$100,000 was allocated for the Civic Center Heating / Cooling project. It is anticipated to cost more than \$100,000. The staff has been working with two local banks to obtain information on financing part of the project. The staff will be reviewing the information from the banks at the June Committee of the Whole Meeting.

RECOMMENDATION

That the Village Board review both proposals and financing options with staff and determine which of the vendors' proposals and financing option the Village should move forward with.



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MEMORANDUM

TO: Village President and Board of Trustees

FROM: Village Administrator Cheryl Aldridge

DATE: June 15, 2023

SUBJECT: SPECIAL USE PERMIT #2023-01 SOLAR FARM AND ZONING VARIATION #2023.02

BACKGROUND

The Village of Maple Park received a Special Use Permit Petition and Zoning Variation Applications on April 13, 2023. Both applications were submitted by BAP Power Corporation, also known as Cenergy Power. A public hearing was scheduled to be held on May 17, 2023 by the Maple Park Planning and Zoning Commission. A regular Planning and Zoning Commission's meeting was also scheduled to follow the public hearing. On April 25, 2023, a Public Hearing notice was published for PZC #2023-01 for a Special Use Permit to construct a 4.98 MW-AC capacity solar farm located at the northeast corner of Pritchard and Maple Park Roads, Maple Park, Illinois and for PZC #2023-02 a Zoning Variation at the same location to decrease the setback under Section 11-14-6(b) of the Maple Park Village Code for solar panels in relation to the property line from 100 feet to 50 feet.

On May 17, 2023, both the Public Hearing and the Planning and Zoning Commission's meeting were held. A findings of fact and recommendation was issued by Kimberly Sutherland, Chair of the Maple Park Planning & Zoning Commission. The findings of fact and recommendation, along with Exhibit 1 draft minutes from the Public Hearing and Exhibit 2 Village Engineer's review memorandum are included for the Board's review.

RECOMMENDATION

That the Village Board review and send both Special Use Permit #2023-01 and Zoning Variation #2023-02 to the July Board Meeting on July 5, 2023.

Attachments

Findings of Fact and Recommendation

Special Use Permit Petition and Zoning Variation Application

**BEFORE THE PLANNING AND ZONING COMMISSION OF
THE VILLAGE OF MAPLE PARK, ILLINOIS**

APPLICATION OF BAP POWER CORPORATION,)	
D/B/A CENERGY, FOR A SPECIAL USE PERMIT TO)	
CONSTRUCT A SOLAR FARM AND FOR)	
VARIATION OF SETBACK DISTANCE AT THE)	
PROPERTY LOCATED IN THE "A-1,")	2023-01 & 2023-02
AGRICULTURAL DISTRICT AT THE NORTHEAST)	
CORNER OF PRITCHARD AND MAPLE PARK)	
ROAD, PIN 09-25-300-13, MAPLE PARK, DEKALB)	
COUNTY, ILLINOIS)	

FINDINGS OF FACT AND RECOMMENDATION

This matter came before the Planning & Zoning Commission of Maple Park at a public hearing on May 17, 2023, regarding an application by BAP Power Corporation, d/b/a Cenergy, seeking a special use permit to construct a solar farm at the property located at the northeast corner of Pritchard and Maple Park Roads, PIN 09-25-300-013, and for a variation in setback distances under Section 11-14-6(b) from 100 feet to 50 feet in the Village of Maple Park, DeKalb County, Illinois. The parcel is presently zoned "A-1," Agricultural District.

Publication of a notice, as required by Section 11-11-3.A of the Maple Park Village Code occurred in the Daily Herald on April 25, 2023. Notice to adjacent property owners pursuant to 11-11-3.B was provided. The Petitioner was present at the public hearing through its representatives Steve Barrett and Chad Chahbazi. Public hearing testimony in accordance with meeting minutes compiled by Village Clerk Caryn Minor are attached and incorporated herein as Exhibit "1." The Planning & Zoning Commission considered input from the Village Engineer. The Village Engineer's Review Memorandum dated May 17, 2023, is hereby attached and incorporated as Exhibit "2." The public hearing began at approximately 7:00 p.m. and was closed at 8:15 p.m.

Pursuant to 11-11-7.F of the Village Code, the Planning & Zoning Commission finds as follows:

- a) That the special use will be harmonious with and in accordance with the general objectives of the comprehensive land use plan and/or this title.
- b) That the special use will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not alter the essential character of the same area.
- c) That the special use will not be hazardous or disturbing to existing or future neighborhood uses.
- d) That the special use will be adequately served by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water, sewers and schools, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services.
- e) That the special use will not create excessive additional requirements at public cost for public facilities and services, and will not be detrimental to the economic welfare of the village of Maple Park.

- f) That the special use will not involve uses, activities, processes, materials, equipment and/or conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.
- g) That the special use will have vehicular approaches to the property which shall be so designed as to not create an undue interference with traffic on surrounding public streets or highways.
- h) That the special use will not increase the potential for flood damage to adjacent property, or require additional public expense for flood protection, rescue or relief.
- i) That the special use will not result in the destruction, loss or damage of natural, scenic or historic features of major importance to the Village of Maple Park.

The Planning & Zoning Commission recommends that the Village Board grant the proposed **SPECIAL USE** for the operation of a Solar Farm at the property located at the northeast corner of Pritchard Road and Maple Park Road, PIN 09-25-300-013, subject to the following conditions:

- 1) *That final engineering plans shall be submitted to the Village staff for approval;*
- 2) *That proposed fencing details be submitted to the Village staff for approval;*
- 3) *That roadway plans be submitted for Village staff for approval, including provision of interior asphalt roadways if deemed necessary by the Village Engineer;*
- 4) *That a storm water report including information regarding drain tile be submitted for review and approval by Village staff prior to building permit issuance;*
- 5) *That a landscaping plan be submitted for review and approval by Village staff prior to building permit issuance;*
- 6) *That fire training be provided by Petitioner;*
- 7) *That, alternatively, battery storage be excluded from the site.*

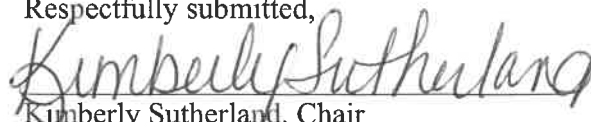
With regard to the requested **VARIATION** to reduce setback distance from 100 feet to 50 feet as otherwise required by Section 11-14-6(b) of the Village Code, in accordance with Section 11-11-5.E, the Planning and Zoning Commission finds as follows:

- a) That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zoning district;
- b) That the plight of the owner is due to unique circumstances;
- c) That the setback variation, if granted, will not alter the essential character of the locality.

In accordance with a favorable vote from four members of the Planning & Zoning Commission, a Recommendation of **FAVORABLE** is hereby forwarded to the Village of Maple Park Board of Trustees with regarding to 1) the Special Use request to operate a Solar Farm at the subject location and 2) to grant a variation to reduce the setbacks from 100 to 50 feet.

Dated: 6/12/2023

Respectfully submitted,


Kimberly Sutherland, Chair
Maple Park Planning & Zoning Commission



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**PUBLIC HEARING for PZC 2023-01 (Special Use Permit)
and PZC 2023-2 (Variation Request)
by BAP Power Corporation d/b/a Cenergy**

**Wednesday, May 17, 2023
7:00 p.m.
Maple Park Civic Center**

Chairperson Kimberly Sutherland opened the Public Hearing at 7:02 pm. Present on behalf of the Planning and Zoning Commission were Commissioners Kimberly Sutherland, Kyle Foster, Russell Kubis, Catherine Mathews, Pat Lundardon, and Christian Rebone.

Chair Sutherland questioned if there were any record of correspondence or citizen forms. None were received.

Applicant's representatives Stephen Barrett and Chad Chahbazi presented a request for a Special Use permit to operate a solar farm at the northeast corner of Pritchard and Maple Park Roads, PIN 09-25-300-13 on behalf of BAP Energy Corporation d/b/a Cenergy ("Applicant"). Applicant also is seeking a variation from Section 11-14-6(b) of the Village Code to reduce setbacks from 100 feet to 50 feet. Applicant gave a brief overview of Cenergy and discussed the Corporation's mission. They reported Cenergy had begun business in 2007 and had already installed 350 projects across 14 states including 6 in the state of Illinois. They reviewed the benefits to communities that allowed similar projects.

From a diagram they reviewed a successful project done in Pontiac, Illinois. They testified that this project had produced other, similar projects. Mr. Barrett and Mr. Chahbazi discussed the specific nuts and bolts of the project created for Maple Park. The project would be located on approximately 25.4 acres of land leased from a private owner. Cenergy would develop a 4.98 MW AC ground mounted solar project. They reviewed how their solar panels moved slowly with low noise and were becoming the best way to generate electricity. They stated that Cenergy had developed a good relationship with the Maple Park Village and the State. If approved and moved forward, the estimated notice to proceed would be given in about one year. They reported that most of the products used for construction were developed in the United States and of U.S. content. Noting the project would use non-toxic industrial components such as glass, steel, a polysilicon raw ingredient and sand, they highlighted that a decommissioning plan would be provided pursuant to the Village Zoning Ordinance.

The presenters reported Cenergy would lease the 25.4 acres from a private owner and separately Cenergy would purchase 5 acres of adjacent land that would be donated

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Public Hearing and Planning & Zoning Commission Meeting

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to the Village. The intent of the donated land could potentially be used for the future expansion of Maple Park's Water Treatment Plant. This proposed donation was intended to facilitate partnership with the Village but the presenters indicated that such a land donation was a common part of Cenergy's packages for similar communities.

The tax payment flow benefits were reported and the presenters stated that \$5-7,000 dollars per megawatt of property tax revenue would be billed to the developer Cenergy directly. These tax revenue dollars would go to DeKalb County, as well as filtering down to the local Village and School District.

In addition to the land donation, the presenters reported that \$80 to 100K would be directly donated as part of the standard package referenced. These funds would be dispersed in two installments, first in the beginning prior to construction and the 2nd dispersal would be made once the project was operating. They indicated that generally municipalities are free to use these donated funds as they see fit to benefit the local community.

The presenters reported the construction time would be approximately six months and the project would employ local labor. They discussed the monitoring of the project's performance thereafter, and noted that four times a year the site would be visited and maintained. Further discussion ensued regarding the energy savings obtainable for the purchasers of power and who would be eligible for these discounts and savings.

The presenters reviewed the project's site specs. They reported the project site would be enclosed by a 7-foot fence and landscaped from the west to the south side. A short 12-foot-wide access gravel road would be installed for necessary limited access to the project. Also included for the project would be a battery unit for onsite storage. The battery's size and safety were discussed and how it was used to stabilize the grid.

The presenters identified the project's location in proximity to the Village's Water Treatment plant, and a nearby Com Ed substation. They stated that they felt it was perfect from a planning standpoint. They reported no residential subdivision was within a ½ mile radius of the proposed project and that they felt impact on neighbors would be minimal.

Commissioner Lunardon questioned if the energy would be sold to ComEd. Mr. Chahbazi responded the power would be sold to the residents and confirmed ComEd would administer the program. He explained the power was uploaded and ComEd had a program for users to subscribe. Commissioner Lunardon inquired about the battery unit, its safety, and training for Maple Park's Fire Department. Mr. Chahbazi responded the unit was contained in air coolers and most fire departments were trained. He noted it was all fire code approved and if needed they would accept as a condition of approval that local fire department training would be included. Commissioner Lunardon asked about the location of the property proposed to be donated to the Village, and the creek on the parcel. Applicants responded that they would not be engineering the project. Commissioner Lunardon questioned the

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movement of the panels and the noise level. The Applicants confirmed the panels moved from east to west and reset right before sun down, and stated that the movement involved limited noise.

Commissioner Rebone questioned how many subscribers would be allowed to get the discount referenced, and if it would be available also to people outside of Maple Park. The presenters responded that around 400 subscribers would benefit and that anyone including subscribers outside Maple Park could subscribe for these benefits. Commissioner Rebone asked if Maple Park residents and the wastewater treatment plant would receive priority. The presenters responded that the wastewater treatment plant would potentially utilize 40 percent of the project's power and Maple Park residents could possibly receive priority, but did not elaborate further. Commissioner Rebone questioned how else the project would benefit the Maple Park Community. The presenters stated that the \$80-100K donation could be used for anything the Village choose. They affirmed this would involve a straight donation from Cenergy and this practice had been done consistently for all of their projects.

Commissioner Kubis questioned the distance from the project in relation to residents and their homes. Commissioner Kubis reported there is not a subdivision, but there are homes closer than ½ mile. He asked about feedback from other homeowners that neighbored these projects and whether there were any complaints. Applicant responded they were aware of no complaints from neighboring landowners at any of their projects. They added they could do an outreach program for more feedback if desired, regarding the key potential issues of noise and visual impact. Applicant reported the inverters used are very quiet and landscaping would improve the visual effects. They stated that landscaping would help adjust from the agriculture presence the property currently has. Commissioner Kubis questioned the reason for the 50-foot setback reduction. Applicant responded that the variation would be required due to the configuration of the land donation to the Village.

The presenters acknowledged the only land purchased would be the 5 acres for the Village, and reiterated that this was a common practice which they intended to undertake. Concern about land value depreciation after the lease was up was expressed, and the presenters' response was that they believed there would be no depreciation. Commissioner Lunardon asked about the taxes and who would be paying. The presenters confirmed the estimated \$25K to 30K dollars in taxes per year would be paid by Cenergy and then allocated to the state, county, village and school districts.

Applicant's representatives fielded questions about how hot the panels would be to the touch and how often the property would be maintained, and whether other projects had residents living in close proximity to the solar farm. Applicant's representatives responded that the temperature of the panels varied by time of day, that the property would be regularly maintained, and that they were aware of homes in proximity to other sites. Applicant's representatives were asked about landscaping and what pesticides would be used. They responded that an operations and maintenance team would address these issues. They were questioned regarding the lack of hazardous materials identified in the paperwork submitted, and materials in

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the project's battery storage. Applicant responded that they felt the batteries would be similar in nature to phone batteries or Tesla batteries, but with improvements. The batteries would be air cooled.

Applicant was asked about specific benefits for Maple Park residents and any guarantees that the Village's wastewater treatment plant would use power generated by the solar farm. Applicant clarified that they felt that the Village would benefit from the proposed donations but declined to guarantee priority service to Maple Park residents or the Village's WWTP.

Applicant stated, in response to further questions, that they had not had complaints about the nature of the solar farm use from other projects where homes were located nearby. They stated that the noise from the operation generally does not extend past the property boundary. A question was asked about providing a privacy barrier fence to mitigate sight concerns, and Applicant responded that they could consider providing a slatted fence if desired, but doing so would impair the landscaping.

Brent Miller, 19766 Pritchard Road, Maple Park spoke in opposition to the proposed special use. He stated he has seen similar projects in our area and they were not maintained properly. He reported if the property was not sprayed for rag weed the rag weed would grow 5 feet high. Mr. Miller reported he was a volunteer fire fighter for Chicago and Maple Park. He discussed his experience on how to control a chemical fire these batteries would produce. He had seen one in Chicago caused by a Tesla and reported a minimum 5000 gallon tanker truck was needed and the biggest tanker truck available to Maple Park currently was 3500 gallons. He asserted the possibility of future resident growth near the project site and stated that if this occurred, the result of a chemical fire could be catastrophic. Mr. Miller was questioned regarding if he had received any formal training in fighting battery fires. He described limited training and stated that his only knowledge was the need for significant amounts of foam and water to control such a fire if there was an event. Applicant's representatives stated that a refrigerated unit was used to cool the battery. Mr. Miller asked if there would be an onsite back-up generator for the cooling unit. Mr. Miller also expressed his concern over the possibility of drainage tile failure on the site and its impact if that occurred.

Roy Christopher, 19891 Pritchard Road, Maple Park, spoke in opposition to the proposed special use. He stated that, as the closest resident living less than 100 yards away, he raised bees and the bees would be attracted to these panels. He believed that they would die if they were exposed to them. Mr. Christopher relayed his concerns regarding his property depreciation in the future as he reaches retirement, and stated his concerns about how this use would affect his property value. He inquired about the nature of classification of the fire if the batteries caught on fire, and spoke of his concern for the effects on humans and the environment.

Roger Kahl, 315 Green Street, Maple Park, spoke in opposition to the proposed special use. He noted that he has lived in this community for 76 years and he is totally against this project. He expressed his opinion that the solar farm would make the property unsightly.

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Applicant's representatives commented in response to public input that they could consider excluding battery storage from the site if that was a significant issue from the Village's perspective. Applicant reiterated that noise from the panels does not occur at night. Applicant requested approval of the proposed special use and the variation to reduce the setbacks from 100 feet to 50 feet.

Village Engineer Jeremy Lin discussed the need for a drain tile survey and stormwater report in the final plans before approval. He opined that, from an engineering standpoint, a 50-foot setback was workable. He noted as a part of the final approval the Applicant should include a better detail of the fence and landscaping plan. He reviewed the applicant's inclusion of a gravel drive and noted he would be recommending an asphalt drive.

Chairperson Sutherland closed the public hearing at 8:04 p.m.

PLANNING AND ZONING MEETING MINUTES

MAY 17, 2023

1. CALL TO ORDER

Chair Kimberly Sutherland called the meeting to order at 8:10 p.m.

2. ROLL CALL

Village Clerk Caryn Minor called the roll call and the following Commissioners were present: Chair Kimberly Sutherland, Commissioner Foster, Commissioner Rebone, Commissioner Kubis, Commissioner Lunardon and Commissioner Cathy Mathews.

Others present: Village President Suzanne Fahnestock, Village Administrator Cheryl Aldridge, Village Attorney Kevin Buick and Village Clerk Caryn Minor.

3. APPROVAL OF MEETING MINUTES

- Planning & Zoning Minutes – November 9, 2022
- Planning & Zoning Minutes – January 21, 2023

Commissioner Lunardon made a motion to approve the meeting minutes from November 9, 2022 and January 21, 2023 seconded by Commissioner Kubis. Motion carried by a voice vote.

4. PZC Special Use Permit #2023-01 Solar Farm motion

Attorney Buick reviewed the Village Engineer's conditions regarding the proposed special use sought by Cenergy/BAP Corporation for the property at the corner of Pritchard Road and Maple Park Road, PIN 09-25-300-13. The conditions would include the following:

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1. That final engineering plans shall be submitted to the Village staff for approval;
2. That proposed fencing details be submitted to the Village staff for approval;
3. That roadway plans be submitted for Village staff for approval, including provision of interior asphalt roadways if deemed necessary by the Village Engineer;
4. That a storm water report including information regarding drain tile be submitted for review and approval by Village staff prior to building permit issuance;
5. That a landscaping plan be submitted for review and approval by Village staff prior to building permit issuance;
6. That fire training be provided by Applicant;
7. That, alternatively, battery storage be excluded from the site.

Commissioner Kubis made a motion to forward a recommendation of approval regarding the PZC Special Use Permit #2023-01 Solar Farm to the Maple Park Village Board, subject to the conditions enumerated above. Motion seconded by Commissioner Lunardon. On a roll call vote Commissioner Foster, Commissioner Kubis, Commissioner Mathews, Commissioner Lunardon and Chairperson Sutherland voted yes. Commissioner Rebone voted no. Motion carried 5-1.

5. PZC Zoning Variation #2023-02

Planning and Zoning Commission regarding a variation request to reduce the setback distance required by Section 11-14-6(b) of the Village Code to 50 feet rather than 100 feet.

Commissioner Lunardon made a motion to forward a favorable recommendation to grant the PZC Zoning Variation #2023-02, seconded by Commissioner Kubis. On a roll call vote Commissioner Foster and Commissioner Rebone voted no, Commissioner Kubis, Commissioner Matthews, Commissioner Lunardon and Chairperson Sutherland voted yes. Motion carried 4-2.

6. ADJOURNMENT

Commissioner Rebone made a motion to adjourn the meeting, seconded by Commissioner Lunardon. Motion carried by voice vote.

Meeting adjourned at 8:17 p.m.

Respectfully Submitted,

Caryn Minor, Village Clerk



REVIEW MEMORANDUM

Date: May 17, 2023
To: Village of Maple Park
From: Jeremy Lin
Subject: Cenergy Solar Project

We have reviewed the Special Use Permit Petition for the Energy Solar Project and have the following comments:

1. Final engineering plans shall be submitted to the Village prior to final building approval for the project. This includes a stormwater report showing impervious area and conformance to the Village/County stormwater ordinance.
2. Applicant is requesting a variance for a 50-ft setback instead of the required 100-ft setback. We have no issue with a 50-ft setback from an engineering perspective since the site will be fenced and landscaped, and the adjacent property uses are the Village WWTP and agriculture.
3. Provide a better fence detail showing height of fence and more specific fence materials.
4. Provide a landscaping plan showing tree layout and type.
5. Applicant indicates a 20-ft wide gravel drive. The drive should be asphalt and applicant needs to provide an asphalt section detail.
6. The IDNR EcoCat consultation indicates no threatened or endangered species on the subject property.



April 13, 2023

Suzanne Fahnestock
Village President
Village of Maple Park
P.O. Box 220
Maple Park, IL 60151-0220

Subject: Village of Maple Park – Maple Park Community Solar Project Special Use Permit Petition and Zoning Variation Application

BAP Power Corporation DBA Cenergy Power ("Developer") requests a special use permit and a zoning variation from the Village of Maple Park for one (1) 4.98 MW alternating current ("AC") photovoltaic ("PV") ground mounted community solar Project ("Project") located near the Intersection of Maple Park Road and Pritchard Road in the Village of Maple Park, Illinois ("Project Site"). Existing Conditions and Proposed Site Plans are included as Exhibit A and Exhibit B attached.

The parcel number is 0925300013; and is located in Zoning District A-1. The land is privately-owned and managed as an agricultural use. Under the Village of Maple Village Zoning Ordinance, Solar Farms are a permitted special use in Zoning District A-1.

The applicant and the landowner have executed a lease option agreement toward the legal development of the solar project which is included as Exhibit C. Once the project is approved by the Village, the applicant and landowner would execute a long-term lease agreement whereby the applicant would own and operate the facility for a 30-40 year period.

A list of property owners within 250 feet of the subject parcel boundaries is included as Exhibit D.

The application includes the Special Permit Petition Application Fee (\$1,500) and Special Permit Petition Deposit (\$1,000). Developer requests that this application be heard at the next meeting of the Planning and Zoning Commission on May 17, 2023. Please do not hesitate to contact us if you have any questions or require any additional information.

Sincerely,

A handwritten signature in black ink that reads "Stephen B. Barrett". The signature is stylized with a large, looped "S" and a long horizontal stroke at the end.

Stephen Barrett, (Authorized Representative)

dev@cenergypower.com

(339) 234-2696



Special Use Permit Petition Form



Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

Village Hall: 815-827-3309

Website: <http://www.villageofmaplepark.org>

SPECIAL USE PERMIT PETITION

TO: Village Clerk; Village President; Board of Trustees, Village of Maple Park, Illinois

FROM: Petitioner(s): BAP Power Corporation Phone: 760-603-1933
Mailing Address: 3176 Lionshead Dr. Fax: _____
Carlsbad, CA 92010 Cell: _____
E-Mail: dev@cenergypower.com

Petitioner's Representative: Stephen Barrett Phone: 339-234-2696
Mailing Address: 10 River Run Fax: _____
Williamstown, MA 01267 Cell: _____
E-Mail: steve@barrettenergygroup.com

1. The petitioner hereby petitions the Village of Maple Park to approve a Special Use Permit for the following property:

- A. Legal Description and Parcel Number(s):
(If necessary, attach the full legal description on a separate sheet of paper)

ALL THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY, ALL IN DEKALB COUNTY, ILLINOIS; EXCEPTING THEREFROM THE FOLLOWING: THE EAST 250 FEET, AS MEASURED PERPENDICULAR TO THE EAST LINE THEREOF, OF THE WEST HALF OF THE SOUTHWEST QUARTER LYING NORTH OF THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY IN SECTION 25, TOWNSHIP 40 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN DEKALB COUNTY, ILLINOIS.

Parcel #: 0925300013

- B. Street Address or Common Location: East of intersection of Maple Park Road and Pritchard Road
- C. Size (square feet or acres): 25.4 acres
- D. Existing Zoning District: A-1
- E. Proposed Use and Description: On a separate sheet of paper, describe the proposed use's characteristics such as operating hours, number of employees, capacity of facility, etc. Also, indicate whether or not the proposed use would: a) be in conformance with the Village's Comprehensive Plan and how the proposed use may: b) impact adjacent existing and future land uses; c) impact adjacent property values; d) impact the general public's health, safety, and welfare; and e) in conformance with all the elements of the Maple Park Village Code. Please see Section 2 in the attached.

2. The petitioner hereby submits the following information:

- ☐ Vicinity map of the area proposed for the special use
- ☐ List of current owner, and their mailing addresses, of all property within 250 feet (exclusive of right-of-way) of the property proposed to be rezoned
- ☐ 12 copies of a site plan which must show the following items: property dimensions; location and use of proposed structure; number and location of parking spaces and loading area; location and type of landscaping (including existing trees 6" in diameter or greater and existing tree masses); location, type and height of fencing or walls; location and width of driveways and curb cuts; internal traffic patterns; floor area (square footage); location of exterior lighting; location, type, and height of signage; direction of storm water flow, location of detention area

Note to Petitioner: A site plan for a Special Use Permit is intended to be a schematic plan only. All plans must eventually conform to other Village standards prior to the issuance of any building permits or other permits.

3. The Petitioner hereby states that a pre-application conference ☒ WAS ☐ WAS NOT held with Village staff (or representative) prior to submittal of this petition.

*Date of pre-application conference: March 22, 2023

Those in attendance: Cheryl Aldridge, Mayor Fahnestock, Chad Chabhazi., Scott Ahn, Patrick Burns

✓ **Note to Petitioner:** A pre-application conference with staff is highly encouraged in order to avoid delays and to help in the timely processing of this petition.

4. The petitioner hereby agrees that this petition will be placed on the Planning Commission's agenda only if it is completed in full and submitted in advance of established deadlines.
5. The petitioner agrees to pay all costs associated with the Public Hearing process associated with this Special Use Permit Petition.
6. The petitioner has read and completed all of the above information and affirms it is true and correct.
7. Petitioner/property owner(s) hereby give the Village of Maple Park permission to post a public notice sign(s) on the subject property.

Chad Chabhazi
Petitioner's Signature

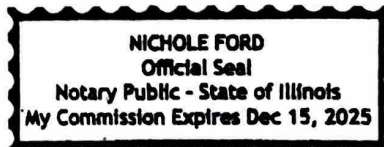
4/12/23
Date

Petitioner's Signature

see attachment
Date

Subscribed and sworn to before me this 14th day of April, 2023.

Nichole Ford
Notary Public



Suman
Owner's Signature

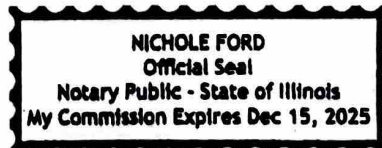
4/14/2023
Date

Suman
Owner's Signature

4/14/2023
Date

Subscribed and sworn to before me this 14th day of April, 2023.

Nichole Ford
Notary Public



Is petition completed in full? ☐ YES ☐ NO

Date received: _____

Received by: _____

Public Hearing Date: _____

VILLAGE USE ONLY

Village President

Village Clerk

Jurat Certificate California only

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ORANGE

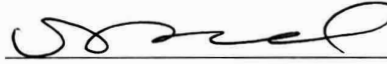
Subscribed and sworn to (or affirmed) before me on this 20TH

day of APRIL, 2023, by KOOROSH CHAD CHABAZI

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Place Seal Here

Signature



Description of Attached Document

Type or Title of Document

SPECIAL USE PERMIT PETITION

Document Date

Number of Pages

2

Signer(s) Other Than Named Above

Request for Variance Criteria

The questions in this section must be answered and submitted with the application.

Property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that district

Will the property lose value if the requested variation is not granted? Yes X No

Plight of the owner is due to unique circumstances.

What are the unique circumstances? Project includes a set aside area of 5 acres which
the Village will use for future village infrastructure development.

Variation, if granted will not alter the essential character of the locality.

How will the variation impact the neighborhood? Motorists will not see difference between 100 and 50 foot setback. Landscaping will mitigate view.

There will be no impact as the closest neighborhood is 1/2 mile away.

The particular physical surroundings, shape or topography of the property involved would bring a particular hardship other than a mere inconvenience on the owner.

Particular physical surroundings are generally defined as topography issues such as a step hill or body of water within the lot, or a unique lot shape.

Are there any physical surroundings, shape or topography of the property involved? Yes___ No___^x
If so, describe the condition

The variation request is not related to physical surroundings, shape or topography.

The conditions upon which the variation is based on will not be applicable to other properties in the same zoning district.

Are there other lots with the same zoning that have the same or similar conditions to which the variance could be applied if the property owner of the lot were to seek a variance? Yes___ No X

The condition is unique in that a portion of the property is set-aside for future Village use.

The purpose of the variation is not based on a desire to make more money out of the property.

Will the property realize a profitable value? Yes ☒ No ☐

The person or applicant presently having an interest in the property has not created the difficulty or hardship.

Was there a reconfiguration to the lot such as road widening or utility encroachment?
Yes ☐ No ☒

Was there a change in the zoning code that created more restrictive lot coverage or setbacks?
Yes No ☒

Is the variation request the minimum variation necessary to make possible use of the land or structure? Yes ☒ No



Zoning Variation Application



Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

Village Hall: 815-827-3309

Website: <http://www.villageofmaplepark.com>

APPLICATION FOR ZONING APPEAL/ZONING VARIATION

To have a complete application for a zoning appeal, you must submit the following to the Village Clerk:

- Signed and completed application.
- Ownership documentation (lease, deed, mortgage, etc.).
- Accurate legal description obtained from the Warranty Deed.
- Plat of Survey.
- Application fee of \$500 payable to the Village of Maple Park.
- Any other pertinent information relevant to this appeal.

Address or location of property: East of intersection of Maple Park Road and Pritchard Road

Property Tax ID (PIN) number: 0925300013 Date Acquired: July 27, 2016

Current zoning of the property: A-1 Current use of the property: Agriculture

Name of Applicant: BAP Power Corporation Phone Number of Applicant: 760-603-1933

Address of Applicant: 3176 Lionshead Avenue, 2nd Floor City Carlsbad State CA

Email address of Applicant: dev@cenergypower.com

Owner of Property: SZMK Napierville, LLC (Sergei Kravets) Phone Number of Owner: (815) 685-8140

Address of Owner: 4500 S Lakeshore Drive Suite 560, Tempe AZ 85282

Describe the variance requested or specific decision being appealed: _____

Request to decrease the setback between a solar panel and the property line from 100 feet to 50 feet.

Describe the reasons why the decision appealed from was inconsistent with any sections of the Zoning Code. Identify each section and the specific facts and arguments in support of your position (attach copies of notices or claims):

The application is a request for zoning variation and not related to an appeal. The request is associated with the required setback from the property line for the proposed project. The variation is necessary to accommodate space on the parcel for future Village infrastructure.

1. Explain in detail the manner wherein the strict application of the provisions of the Zoning Ordinance to your case would result in practical difficulties or unnecessary hardships inconsistent with its general purpose and intent. The project to be viable and cost-competitive to electricity rate payers needs to be nominally 5 MW.

To be both cost-competitive and accommodate space for future Village infrastructure, the setback

needs to be decreased from 100 feet to 50 feet. If strict application of the ordinance was applied, the applicant would be unable to set-aside land for the Village.

2. State fully the exceptional circumstances or conditions applicable to the property involved or to the intended use or development of the property that do not apply generally to other property in the same

zone or neighborhood. _____

The exceptional circumstance is that a 5-acre set-aside has been identified on the subject parcel for future use by the Village.

3. State fully your reasons for contending that the granting of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the zone or neighborhood in which the property is located.

The project is more than 1/2 mile from the closest neighborhood and the difference between a 100 foot buffer and 50 foot buffer will not be seen will have limited effect. Visual impacts on motorists driving by the site will likewise be the same with a 100-foot buffer and a 50-foot buffer. Proposed landscaping improvements required by the ordinance will provide greater visual benefits than a reduce setback.

4. Do you understand and agree that if a variation is granted pursuant to this appeal the Building Permit must be issued in the name of the owner of the property, as stated in the first paragraph of this appeal? Yes _____

The person signing this application is the:

☐ Individual Owner

☐ Partner in Title

☒ Officer of the Corporation

☐ Trust Officer

☐ Beneficiary in Trust

The Petitioner(s) and/or Owner(s) of record of the Subject Property hereby state that the information contained in and/or attached to this Application for Variance(s) is true and correct.

Subscribed and sworn before me

This _____ day of _____, 20 _____

Notary Public

See
attachment

Chad Chabazi Arnel Arnel
Applicant (title holder/owner)

Attorney for Applicant

Phone number

Jurat Certificate California only

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ORANGE

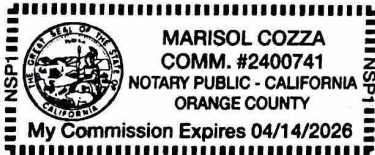
Subscribed and sworn to (or affirmed) before me on this 20TH

day of APRIL, 2023, by KOOROSH CHAD CHABAZI

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Place Seal Here

Signature



Description of Attached Document

Type or Title of Document

APPLICATION FOR ZONING

Document Date

Number of Pages

2

Signer(s) Other Than Named Above

List of all property owners within 250 feet of the zoning lot

#	Owner Name	* PARCEL NUMBER Lot Address	Mailing Address	City, State & Zip Code
1	Judy J Lutton, Nanacy M Spears	926200006	C/O Farmers, 22423 - Johnson Farm,	Omaha, MO 68154
2	SZMK Naperville LLC	925100009	24132 W Royal Worlington Dr.	Naperville, IL 60564
3	Commonwealth Edison Co	925100007 925300014	3 Lincoln Ctr, 4th Floor,	Oakbrook Terrace, IL 60181
4	Diehl Family LLC	925401003	941 Campbell Ct.	Batavia, IL 60510
5	American National Bank of Dekalb	925300005 925300006	Real Estate, PO Box 444	Wheaton, IL 60187
6	HHE Phase IV/V	925300012	2 Hampton Ct.	DeKalb, IL 60115
7	Harry Troup	926400002	701 La Salle St.	Ottawa, IL 61350
8	Khaters Inter Vivos Trust	926400008	2801 W Jefferson St.	Joliet, IL 60435
9	Union Pacific Railroad Co Tax Dept	925502001	1700 Farnam St, South	Omaha, NE 68102
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* These are rural parcels without residences and are identified by parcel numbers.

Attach additional sheets if necessary.



1. Required Information

- Proposed Use and Description from the Petition Form (see Section 2 below)
- Information demonstrating compliance with the Solar Ordinance, 11-14 (see Section 3 below)
- Special Use Statement, 11-11-7, subsection D(8) (see Section 4 below)
- Information demonstrating compliance with Special Use Standards, 11-11-7, subsection F (see Section 5 below)

2. Proposed Use and Description

The contents of the proposed use and description is included on the Village of Maple Park's Special Use Petition Form. The Existing Conditions Plan is included as Exhibit A and Proposed Conditions Plan as Exhibit B. The proposed use and description are addressed in the sections below.

2.1 Use Characteristics

Project Components

Developer proposes to build one (1) single-axis tracking PV system on the Project Site with a capacity of 4.98 MW-AC within a fenced area of approximately 25 acres. Please reference the Site Plan in Exhibit A. Our standard solar system has a maximum height of approximately 9.5 feet from grade (i.e. tilted at its highest point during the day). The solar modules will slowly move from east to west throughout the day tracking the sun. Spacing between the rows of solar modules will be approximately 15-20 feet. The solar system will not be operational nor move at night. See proposed site plan as Exhibit B. There is minimal noise impact of the solar system.

The facility will include standard solar PV modules, each with dimensions of approximately 4.5 feet x 8 feet x 2 inches. Such modules will be placed on a galvanized steel racking system with bolts and screws. No welding or material cutting of equipment will be done at the Project Site. The Project will utilize smart string inverters that will hang on the racking system with dimensions of approximately 2 feet x 3 feet x 1 feet. These inverters are used to convert DC power from the modules to AC power to the transformer at 480 volts. These will be placed on a concrete equipment pad with dimensions of approximately 11 feet x 27 feet.

It will also include a Battery Energy Storage System ("BESS") designed at 2.49 MW-AC to provide 4 hours of electricity to the grid. The BESS is comprised of five (5) approximately 10 feet high by 20 feet long lithium-based battery rectangular containers which sit on a concrete pad adjacent to the rows of ground mounted solar modules. It is connected to the solar project as an accessory use, stores the solar power generated throughout the day and injects the clean stored power into the ComEd grid (i.e. during peak shoulder hours (i.e. 5pm-9pm) in the summer time when real-time generation is waning).

Five utility poles approximately 40 feet high will be placed near the access road and interconnect the facility to a nearby utility line pursuant to our interconnection request for new generation service with the local utility (as indicated on the site plan at Exhibit B).



The facility will be enclosed by a 7-foot high agricultural style fence which meets requirements for public safety as required by the National Electric Code ("NEC"). It will be accessed via a 20-foot wide gravel roadways. A gate with a Knox-Box style security system will provide access for public safety officials and routine operations and maintenance.

The site plan includes a 5-acre set-aside for future use by the Village of Maple Park. This set-aside is located adjacent to Maple Park Road on the southeast corner of the project site. In order to accommodate both the Village set-aside area and the proposed solar project, a zoning variation has been submitted to reduce the setback to property line from 100 feet to 50 feet.

The solar power generated from the Project will be sold by the Developer to local entities (e.g., school districts, water districts, businesses, residents) within Commonwealth Edison electric service territory on a virtual basis through the community solar program administered by the State of Illinois and Commonwealth Edison.

Construction Activities

The Project is relatively flat and covered by agricultural crops and associated groundcover. As a result, there will be minimal site preparation and minimal grading. Primary construction will entail installation of erosion control measures, construction of a gravel road, periodic delivery of main components to the project site and placement in a laydown area, pouring of the concrete pad, trenching to install underground conduit and electrical lines, installation of racking posts by pile driving, erection of the racking on top of the piles, and fastening of solar modules to the racking. Once the main components of the facility have been installed, the utility poles and other interconnection components and the perimeter fence will be installed.

Potential Impacts on Resources

The Project Site is flat and is in an area with no wetlands and partially in a Zone A mapped floodplain as noted in the Desktop Memo in Exhibit E. The Project is designed to sit above the Baseline Flood Elevation and Developer will take the actions necessary to comply with Illinois Department of Natural Resources ("IDNR") requirements concerning building the Project in this area. Developer has also had initial conversations with IDNR regarding the Project Site and IDNR representatives believe the Project is a good and practical use of the floodplain.

An EcoCAT – Environmental Resources Review was conducted by the IDNR and was terminated after determining the Project would be unlikely to cause adverse effects. See Exhibit F.

Developer does not believe that the solar Project will negatively impact storm water runoff. There is expected to be minimal erosion and sediment during construction as well as minimal impact to the site's natural storm water runoff post construction. The solar modules are fastened to a racking system at a minimum clearance height of 3 feet above grade and the arrays are porous between each solar module and array. The Project is pervious, and Developer will spread a hydro-seed mix under the solar modules (for natural vegetation growth) and between rows for soil erosion mitigation.



Operation and Maintenance

Operations and maintenance will primarily consist of facility operations monitoring, implementation of a preventative maintenance program, corrective maintenance actions as needed, and implementation of a regular vegetation management program. A system operation and maintenance plan shall be provided to the City prior to the issuing of building permits for the Project. The Developer will provide a well-trained operation, maintenance, and quality inspection team to handle post-construction quality, maintenance, and repair requirements. This team is comprised of seasoned power quality, repair, and testing technicians, and is led by a former Schneider Electric field service manager with over 30 years of experience in troubleshooting mission critical inverters, UPS, and other electrical systems using extensive power quality best practices and procedures.

Decommissioning of Site

A decommissioning plan has been prepared and is included as Exhibit G. This plan shall include a time schedule and methods for the removal of all solar modules and associated facilities and equipment and plans to restore the property. See Attachment X.

Vegetation Management

A vegetation management plan shall be provided to the City and approved prior to the issuing of building permits for this Project. The plan shall include methods for weed/vegetation control and pollinator friendly seeding by the Developer on the Project Site where applicable.

2.2 Compliance with Village Code

Is the use in conformance with the Village's Comprehensive Plan?

Yes. The proposed solar farm strikes the balance sought in the Comprehensive Plan between preserving the unique character of Maple Park Village while encouraging compatible economic development. The project is located in Zoning District A-1 where a solar farm is an allowed use by special permit. This zoning designation reduces impacts by keeping solar farms away from residential development while encouraging economic development that does not demand increasing investments in local infrastructure and services. The solar farm also preserves agricultural land for potential future use and is a beneficial use of floodplain land because most of the facility will be above the base flood elevation thereby minimizing any effect on flood storage capacity.

Will the use impact adjacent existing and future uses?

No. Adjacent uses are also in Zoning District A-1 where agricultural uses occur and will continue to prosper into the future. Solar is compatible with agriculture. The portion of the solar farm in the floodplain is a beneficial use as most of the development will be above the base flood elevation thereby preserving flood storage capacity and not increasing the potential for flooding downstream.

Will the use impact adjacent property values?



No. Uses of adjacent properties is for agriculture and the solar farm will have no effect on the existing and future ability of those lands to yield crops. Project life is 40-years and preserves agricultural resources into the future.

Will the use impact the general public's health, safety, and welfare?

Solar farms are located in communities throughout Illinois and across the country without any health and safety impacts on those communities. The project will not produce excessive traffic, noise, smoke, fumes, glare, or odors. Once constructed, the facility will typically be visited by one pickup or box truck each quarter to perform routine maintenance and conduct vegetation management. Minimal noise is only emitted by the inverters and that will not be perceptible from the nearest property line. The solar farm does not produce smoke, fumes, or odors. Glare is limited by design such that the solar modules absorb the maximum amount of light for generating electricity.

Is the use in conformance with all aspects of the Maple Park Village Code?

The project is in compliance with the Maple Park Village Code as specified in the relevant section of the solar and special use ordinances described in the sections below.

3. Compliance with Solar Ordinance Standards

Ordinance 11-14-12, Principal Use, subsection B requires solar farms that are the primary use of a lot to meet the following standards:

A. Subject to the Village of Maple Park's stormwater management regulations, erosion and sediment control provisions, and NPDES permit requirements.

The project would be designed to meet stormwater and erosion control requirements. Erosion control measures will be installed prior to mobilization on the site. The site is relatively flat so there are no areas where erosion is a particular concern. The project would create only a small amount of impervious surface associated with the gravel road and equipment pads. Stormwater associated with these areas will be managed in adjacent areas. Most of the facility preserves existing soils and rainwater is able to infiltrate into the subsoils throughout the array.

B. Top soils shall not be removed during development. Soils shall be planted to and maintained in perennial vegetation to prevent erosion, manage runoff, and build soils. Due to potential liability under the Illinois Endangered Species Act, it is required that any crops planted be in compliance with all federal and state laws protecting endangered species. This will also include pollinators such as bees. A report showing demonstration of plan compliance shall be submitted annually, and paid for by the developer.

The project will not remove any topsoil. A vegetation management plan will be submitted as a condition of approval and the site will be planted with a pollinator-friendly groundcover. The applicant will commission the annual report for vegetation management compliance.



- C. A qualified engineer shall certify that the foundation and design of the solar panels racking and support is within professional standards, given local soil and climate conditions.**

A qualified engineer will certify project facilities as required by the Village Code.

- D. All solar farms shall be in compliance with all applicable local, state, and federal regulatory codes.**

The solar farm will be in compliance with all local, state, and federal regulatory codes.

- E. Power and communication lines running between banks of solar panels and to nearby electrical substations shall be buried underground.**

All electrical lines on the site would be buried underground until interconnecting with existing overhead poles on the street.

- F. If water and sewer are required, they must be connected to municipal water and sewer systems.**

No water or sewer is required for the project.

- G. A detailed site plan for existing and proposed conditions must be submitted showing the location of the solar arrays, other structures, property lines, rights-of-ways, service roads, floodplains, wetlands and other protected natural resources, topography, farm tiles, electric equipment, fencing and screening materials, and all other characteristics required by the Village of Maple Park. The site plan should also show all zoning districts and overlay districts.**

Existing and proposed conditions plans are provided as Exhibit A and Exhibit B, respectively.

- H. The applicant must complete and provide the results of the Solar Glare Hazard Analysis Tool for the Air Traffic Control Tower Cab and final approach paths of the Interim Policy or most recent version.**

The FAA's Interim Policy was supplanted by a Final Policy in May 2021 which requires analysis of the Air Traffic Control Tower only. The nearest airport to the solar project is Dekalb Taylor Municipal Airport located approximately 4.5 miles west of the project. Dekalb Taylor does not have an air traffic control tower therefore the FAA's solar policy is not applicable.

- I. Solar Farm developers shall be required to initiate a natural resource review consultation with IDNR through its EcoCAT program.**

The EcoCAT results are provided in Exhibit E.

- J. Solar farm shall be screened by placing in setback a solid sight proof fence or wall having a height not less than 6 feet. Within this yard, there shall be a landscaped area planted with one 2 ½-inch caliper tree for every 30 linear feet.**



A landscape plan will be provided as a condition of approval prior to issuance of a building permit.

11-14-13 includes liability insurance and indemnification requirements.

The project will comply with the liability and indemnification requirements included in the Village Code.

11-14-14 includes decommissioning requirements.

A decommissioning plan is included as Exhibit G.

4. Special Use Statement

Ordinance section 11-11-7, Special Uses, subsection D(8) requires a written statement that addresses (a) economic effects on adjoining properties, (b) effects of such elements as noise, glare, odor, fumes, and vibrations on adjoining properties, (c) general compatibility with adjacent and other properties in the district, (d) effects of traffic generated by the proposed use, (e) relationship to the comprehensive land use plan, and (f) how the proposed special use fulfills requirements of subsection F, "Standards", of this section.

To minimize potential effects on adjoining properties and to be consistent with the Comprehensive Land Use Plan, solar farms are a permitted special use in the A-1 zoning district. The proposed project would be located in the A-1 zoning district. Adjoining properties are in agricultural use and the solar farm will have no effect on the economic potential of adjoining properties as agricultural businesses. In addition, solar farms do not produce odor, fumes or vibration. Noise from inverters is minimal and will be contained within the subject parcel. Glare is limited by the fact that solar panels are designed to absorb light and produce a maximum amount of electricity. As these factors do not result in impacts, solar projects are generally compatible with adjacent and other properties in the A-1 district. The proposed use generates on average only four pickup truck visits each year for preventative maintenance and vegetation management and, as a result, traffic impacts on minimal. Solar farms in the A-1 District are generally compatible with the Comprehensive Land Use Plan and the proposed projects meets the subsection F standards as listed in the section below.

5. Compliance with Standards

Ordinance section 11-11-7, Special Uses, subsection F, states that a Special Use Permit request shall not be approved unless it meets specific standards. The standards and how the project complies with each standard is listed below:

A. Harmonious with the general objectives of the comprehensive land use plan.

The Comprehensive Land Use Plan emphasizes the character of the Village of Maple Park and its surroundings as defined by its history and agricultural surroundings. It states the desire to protect those characteristics while also encouraging economic development that is minimizes impacts on local infrastructure and services. The comprehensive land use plan identifies areas where new



development can occur without resulting in negative impacts on the Village of Maple Park including directing big box development to a specific area to the southeast of the village center.

The zoning code has been developed consistent with the objectives of the Comprehensive Land Use Plan. It designates solar farms as a permitted special use in the A-1 zoning district in recognition of the fact that solar farms do not have a negative effect on agriculture. In particular, solar farms protect agricultural soils by setting aside land which can be tilled after the 40-year life of the solar project has been reached.

B. Designed, constructed, operated and maintained so as to be harmonious and appropriate with the existing and intended character of the general vicinity and that such use will not alter the essential character of the same area.

The character of the area within the vicinity of the proposed project site is agricultural. Solar farms are designed such that the facility can be removed and the land returned to agricultural uses after the 40-year lifespan has been reached. While operating, the presence of the solar farm does not affect adjacent properties or those in the vicinity from producing agricultural crops. The facility has no full-time employees on-site and produces little traffic as it typically only needs to be visited quarterly for routine maintenance and vegetation management. The landscape around and within the facility is low groundcover with wildflowers encouraging pollinators that are important for agriculture and the environment.

C. Will not be hazardous or disturbing to existing or future neighborhoods.

The solar farm is not made of any hazardous materials nor does it produce any hazardous conditions. Furthermore, the solar project site is located about ½ a mile from the nearest residential area minimizing potential risks. As the area around the proposed solar farm is in the A-1 zoning district, future neighborhoods are not planned.

D. Will be adequately served by essential facilities and services such as highway, streets, police and fire protection, drainage structures, refuse disposal, water, sewers and schools, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services.

The proposed facility requires few services. It does not need drainage structures, refuse disposal, water, sewers, or schools. Access to the site via highways (interstate 88) and roads (route 38) is adequate for the delivery of equipment and visits for routine operations and maintenance. The site will include a Knox box-style system with keys provided to public safety officials for easy access.

E. Will not create excessive additional requirements at public cost for public facilities and services, and will not be detrimental to the economic welfare of the Village of Maple Park.



All infrastructure improvements required by the project will be paid for by the developer. These are limited to a gravel access road and utility improvements to connect the facility to the existing electrical network.

- F. Will not involve uses, activities, processes, materials, equipment and/or conditions of operations that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic noise, smoke, fumes, glare or odors.**

The project does not produce smoke, fumes or odors. Glare is limited by the design of the solar panels which absorb light to produce electricity. Once construction is complete, traffic is limited to an average of four visits to the site each year for preventative maintenance and vegetation management.

- G. Will have vehicular approaches to the property which shall be so designed as to not create an undue interference with traffic on surrounding public streets or highways.**

The site access road will be located east of the intersection of Maple Park Road and Pritchard Road. As there will be very little traffic associated with the project, interference between existing roads and the access road will be unlikely.

- H. Will not increase the potential for flood damage to adjacent property, or require additional public expense for flood protection, rescue, or relief.**

The northern portion of the project is located in a Zone A floodplain. Both of the equipment pads will be located outside of the floodplain. Only the racking poles and the fence will be located in the floodplain. These structures have little volume and no negligible impact on the ability of the floodplain to store water during high precipitation events. As a result, the project will not impact property owners downstream.

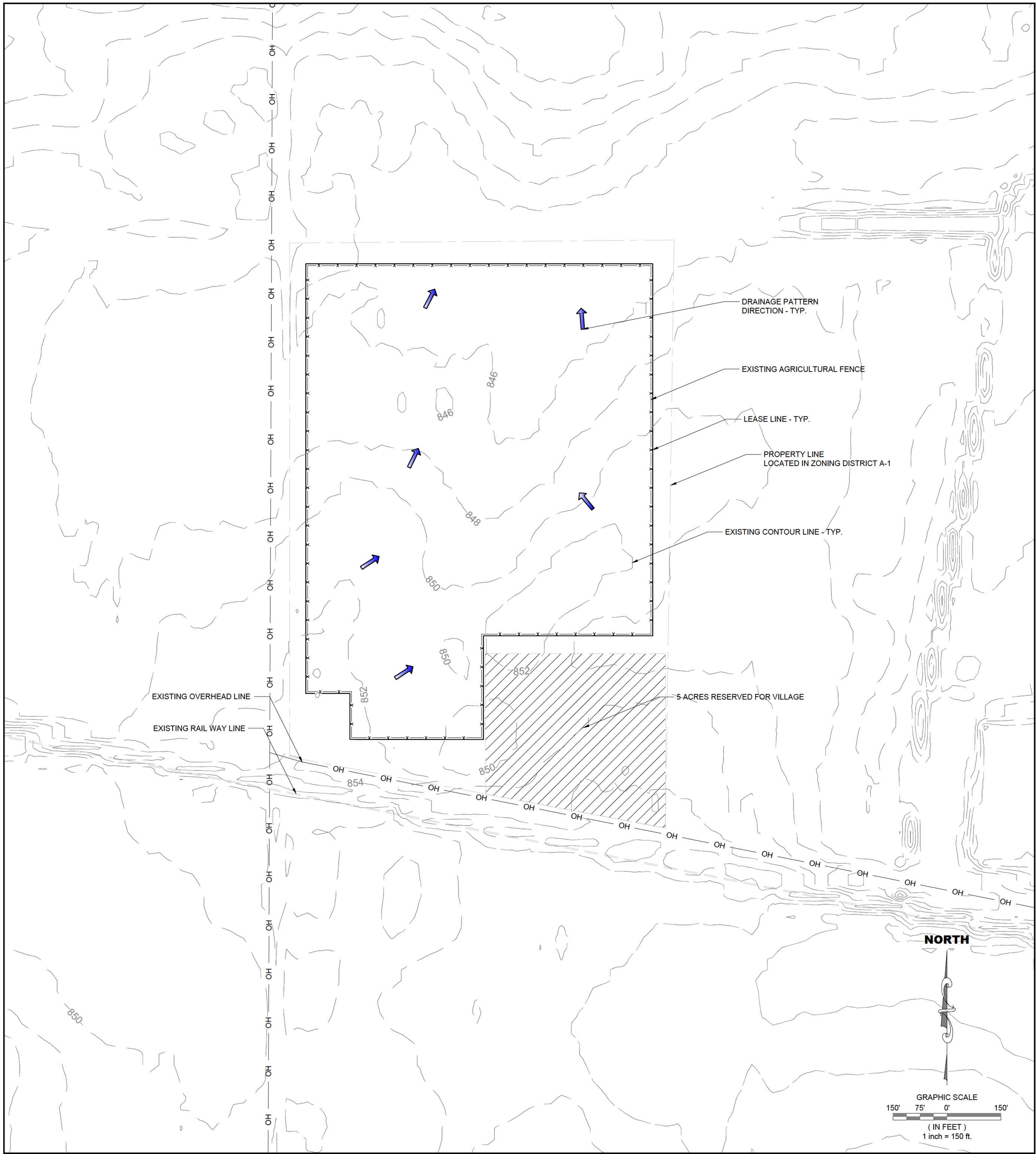
- I. Will not result in the destruction, loss or damage of natural, scenic, or historic features of major importance to the Village of Maple Park.**

The project site does not include any natural, scenic or historic features of major importance to the Village of Maple Park. Therefore, it will not impact any such resources.



Exhibit A

Existing Conditions Plan



PROPERTY ADDRESS:

MAPLE PARK RD AND PRITCHARD RD CORTLAND
TOWNSHIP, IL 60151

GPS: 41.911751, -88.620441°

CITY NAME: CITY OF MAPLE PARK

COUNTY NAME: DE KALB COUNTY

PARCEL NUMBER: 0925-3000-13

LEGAL DESCRIPTION:

DE KALB COUNTY, IL
40N 5E - 25

PARCEL AREA: 36.7 ACRES.

SOLAR SITE AREA: 25.4± ACRES.

TOTAL CAPACITY: 7,692.9750 kW-DC (STC),
4,980.0000 kW-AC (NAMEPLATE),
2,490.0000 kW-AC (BESS - 4 HOUR).

- PROPERTY LINE
- PARCEL LINE
- EXISTING AGRICULTURAL FENCE
- EXISTING CONTOUR
- EXISTING RAIL WAY LINE
- EXISTING OVERHEAD LINE

<div><div>IXN</div><div>BID SET</div><div>IFP</div><div>IFPR</div><div>IFC</div><div>AS BUILT</div></div>		<div><div>CENERGY</div><div>3176 LIONSHEAD AVENUE, #200 CARLSBAD, CA 92010 www.CenergyPower.com TEL: 760.603.1933 FAX: 760.683.3116</div></div>	
2	SITE DATA	APPROVED	
		REVISION	
3	LEGEND	NO. DATE INITIAL CBV INITIAL RELEASED	
		DESCRIPTION	
4	NOT USED	OWNER	
		PROJECT	
1	EXISTING CONDITION PLAN	SHEET TITLE	
		SHEET NO.	
		SCALE: 1" = 150'	
		GRAPHIC SCALE 150' 75' 0' 150' (IN FEET) 1 inch = 150 ft.	
		NORTH	
		EXISTING OVERHEAD LINE	
		EXISTING RAIL WAY LINE	
		DRAINAGE PATTERN DIRECTION - TYP.	
		EXISTING AGRICULTURAL FENCE	
		LEASE LINE - TYP.	
		PROPERTY LINE LOCATED IN ZONING DISTRICT A-1	
		EXISTING CONTOUR LINE - TYP.	
		5 ACRES RESERVED FOR VILLAGE	



Exhibit B

Proposed Conditions Plan

PROPOSED SOLAR POWER INSTALLATION

MAPLE PARK VILLAGE

CORTLAND TOWNSHIP, IL 60151

LOCATED NEAR: CORNER OF MAPLE PARK RD AND PRITCHARD RD

GPS: 41.911751,-88.620441

IXN

BID SET

IFP

IFPR

IFC

AS BUILT

CENERGY

3176 LIONSHEAD AVENUE, #200
CARLSBAD, CA 92010
www.CenergyPower.com
TEL: 760.603.1933 FAX: 760.683.3116

Maple Park Rd
Pritchard Rd

PROPOSED COMBINER BOX LOCATION - TYP.
PROPOSED AGRICULTURAL FENCE
PROPOSED INVERTER (15ea)
PROPOSED MV PAD 2
PROPOSED INVERTER (15ea)
DC-DC CONVERTER (5ea)
AND BESS CONTROL
PROPOSED MV PAD 1
PROPOSED CUSTOMER RISER & RECLOSER POLE
PROPOSED CUSTOMER GOAB POLE
PROPOSED UTILITY RECLOSER POLE
PROPOSED UTILITY METER POLE
PROPOSED UTILITY GOAB POLE (GPS: 41.911751, -88.620441)
PROPOSED POI LOCATION

954'-4"
121'-2"
50'-0"
1183'-6"
20'-0" TYP.
20'-0" TYP.
1023'-7"
35'-0" TYP.
48'-1"
287'-11"
470'-6"
362'-6"
120'-3"
132'-7"
84'-4"
30'-0" TYP.

PROPERTY LINE LOCATED IN ZONING DISTRICT A-1
PROPOSED TRACKER SOLAR SITE
5 ACRES RESERVED FOR VILLAGE
EXISTING OVERHEAD LINE - TYP.
EXISTING RAIL WAY LINE
PROPOSED 20' WIDE CHAIN LINK GATE
PROPOSED 20' WIDE ACCESS ROAD

Maple Park Rd
Pritchard Rd

SITE

2 VICINITY MAP NOT TO SCALE

SOLAR MODULES
SINGLE AXIS TRACKER
20'-0" MIN.
3'-0" MIN.
17'-5"
PROPOSED 7' HIGH AGRICULTURAL FENCE.

3 TYPICAL RACKING SYSTEM NOT TO SCALE

NO.		DATE	INITIAL	DESCRIPTION	REVISION
X1	122222	03/16/23	CBV	INITIAL RELEASED	
X2	031623	03/16/23	CBV	UPDATED LOCATED NEAR	
X3	032823	03/28/23	CBV	UPDATED PER NEW LAYOUT	
X4	033023	03/30/23	CBV	UPDATED PER NEW LAYOUT	

MODULE CSI SOLAR CO , LTD , CS7N 655MB AG, 655Wp
QTY.: 11,745 EA.

TOTAL STRING: 405 (29 MODULES/STRING).

TOTAL RACKS: 49 RACKS (87 MODULES/RACK).
129 RACKS (58 MODULES/RACK).

INVERTER: YASKAWA SOLECTRIA SOLAR, XGI 1500-166/166 [600V], 166kW/166kVA.
QTY.: 30 EA.

DC/DC CONVERTER: DYNAPOWER DPS-500, 500kW.
QTY.: 5 EA.

BATTERY STORAGE: LITHIUM IRON PHOSPHATE.
QTY.: 5 EA

RACKING SYSTEM: ATI TRACKING SYSTEM.

GROUND COVER RATIO: 45%

FENCE: 7' HIGH AGRICULTURAL FENCE.

TOTAL AREA: 25.4 ACRES (APPROX. INSIDE PERIMETER FENCE).

TOTAL CAPACITY: 7,692.9750 kW-DC (STC).
4,980.0000 kW-AC (AC NAMEPLATE).
2,490.0000 kW-AC (BESS - 4 HOUR).

OWNER SZMK
NAPERVILLE LLC

PROJECT MAPLE PARK
VILLAGE

SHEET TITLE SOLAR
POWER SYSTEM
SITE LAYOUT

SHEET NO. SP101

CAD FILE: SP1_Maple Park Village (###)_SitePlan_004.dwg
ADDRESS: MAPLE PARK RD AND PRITCHARD RD CORTLAND
GPS: 41.911751, -88.620441

1

SOLAR POWER SYSTEM SITE LAYOUT

SCALE 1"=150'

4

PROJECT DATA



Exhibit C

Lease Option Agreement

LAND LEASE AND SOLAR EASEMENT

Between

SERGEI KRAVETS

And

BAP POWER CORPORATION (DBA CENERGY)

Dated as of

December 21, 2022

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LAND LEASE AND SOLAR EASEMENT

This Land Lease and Solar Easement (“**Lease**”) is made on December 21, 2022 (the “**Effective Date**”) between SERGEI KRAVETS, single (“**Owner**”), and BAP Power Corporation (dba Cenergy), a California corporation and its successors and assigns (“**Project Company**”). Owner and Project Company agree as follows:

ARTICLE I. Premises and Owner’s Parcel

Section 1.1 General

(a) **Lease of Premises for Solar Energy Purposes.** Owner leases to Project Company, and Project Company leases from Owner, the real property identified in Exhibit A attached hereto (the “**Premises**”) for the sole purpose of monitoring, testing and evaluating the Premises for solar energy generation and of constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, solar energy generating equipment, overhead and/or underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities and substations to be operated in conjunction with solar energy generating equipment installations, roads, and related improvements, facilities and equipment (collectively, “**Solar Facilities**”), including, without limitation, a line or lines of towers with wires and cables, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said towers, wires and cables on, along and in the Premises, together with the appropriate rights of way. Project Company will have the right to relocate existing Solar Facilities during the Term but only after mutually agreed upon in writing by the Project Company and Owner. Project Company will have the exclusive right to use and possess the Premises for solar energy purposes. For purposes of this Lease, “solar energy purposes” means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

The general identification of the Premises described in Exhibit A attached to this Lease on the Effective Date may not be a precise legal description of the Premises. The Owner and Project Company hereby acknowledge and confirm that, notwithstanding any insufficiency in the description attached as Exhibit A, the parties desire to enter this Lease and to be fully and legally bound by this Lease. Therefore, Owner and Project Company agree that (i) they are thoroughly familiar with the proposed location of the area comprising the Premises, and (ii) upon Project Company obtaining a Survey (as defined below), the metes and bounds description of the Premises will be substituted for Exhibit A pursuant to an amendment to this Lease and such metes and bounds description will become the final legal description of the Premises. The parties acknowledge and agree that they are legally bound under this Lease pursuant to the depiction of the Premises attached as Exhibit A and both parties will be obligated to perform hereunder based on such depiction of the Premises. Prior to the construction of any Solar Facilities on the Premises, Project Company, at its expense, will obtain and deliver to Owner a survey of the Premises prepared by an Illinois registered professional land surveyor (the “**Survey**”). Project Company

may, in its sole discretion, develop only a portion of the Premises with Solar Facilities, and thereby reduce the size of the Premises from that depicted in Exhibit A. Should Project Company choose to reduce the Premises size at any time, the Owner shall continue to be paid [REDACTED]

The Premises is part of a larger parcel of land also owned by Owner, which larger parcel is legally described in Exhibit B attached to this Lease (the Owner's Parcel").

(b) **Access Easement.** Owner hereby grants to Project Company, for the Term (as defined below), an easement (the "**Access Easement**") over, across and on the Owner's Parcel for ingress to and egress from the Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of any existing roads and lanes, or by such route or routes as Project Company may construct from time to time. The Access Easement will include the right to improve existing roads and lanes, or to build new roads, and will run with and bind the Owner's Parcel, and will inure to the benefit of and be binding upon Owner and Project Company, as applicable, and their respective heirs, personal representatives, transferees, successors and assigns, and all persons claiming under them. The location and dimensions of such access roads will be made by Project Company in its sole discretion, except that: Project Company agrees to use commercially reasonable efforts to (i) minimize the interruption of Owner's operations on the Owner's Parcel by such access roads, and (ii) install such access roads perpendicular to county roads.

(c) **Transmission Easement.** Owner hereby grants Project Company one or more easements for Transmission Facilities with Owner's written consent as to location (defined below) ("**Transmission Easements**") on, over and across the Owner's Parcel and the Premises, on such portions of the Owner's Parcel and the Premises as will be notified to Owner by Project Company. Any such Transmission Easement will contain all of the rights and privileges for Transmission Facilities as are set forth in this Lease. Any Transmission Easement will also include the right of ingress to and egress from the Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) over and along the Owner's Parcel by means of roads and lanes thereon if existing, or otherwise by such route or routes as Project Company or Owner may construct from time to time. The term of the Transmission Easements will be the same as the term of this Lease unless terminated by Project Company by written notice to Owner as set forth herein, and will not expire or be terminable by Owner under any circumstances. Project Company will have the right to assign or convey all or any portion of any Transmission Easement to a third party that owns, operates and/or maintains electric transmission or distribution systems on an exclusive basis and with the Owner's written consent. Any Transmission Easement will run with the Owner's Parcel and inure to the benefit of and be binding upon Owner and Project Company and their respective transferees, successors, and assigns, and all persons claiming under them. Project Company will have the right to assign its rights hereunder relating to the construction, operation, repair and/or maintenance of the electric transmission or distribution systems to a third party that owns, operates and/or maintains electric transmission or distribution systems and with the Owner's written consent. As used in this Lease, the term "**Transmission Facilities**" means electrical transmission and/or distribution and communications lines and related cables, wires, conduit, circuit breakers

and transformers, and any and all necessary and proper facilities, fixtures, and additional equipment any way related to or associated with any of the foregoing for the transmission and delivery of electrical energy. Transmission Facilities will be deemed to be Solar Facilities. Project Company will bury all collector lines that are 138kv or less, except such lines that Project Company, in good faith, determines that it is unable to bury for technical reasons. Notwithstanding the foregoing, the unburied lines shall not interrupt any conditions of the Owner's Parcel which constituted the conditions Owner relies upon for the use of the Owner's Parcel, including but not limited to agricultural use.

(d) **Owner's Retained Rights.** Owner will retain the right to use the Owner's Parcel not occupied by Access Easement or Transmission Facilities and that are outside of any fenced area erected by Tenant that enclose such Solar Facilities to the extent its use is not inconsistent with the Project Company's rights under this Lease, for uses such as farming, grazing, recreation, hunting, or conservation. However, hunting must be done in a safe manner that does not interfere with Project Company's use of the Owner's Parcel or Premises, damage any Transmission or Solar Facilities, or endanger or injure any of Project Company's personnel, business invitees, agents, contractors or property. Owner and Project Company will indemnify each other from any such interference, damage or injury caused by hunting but only in accordance with Article VI. Indemnification of this Lease. Owner will be entitled to use any private road constructed by Project Company on the Owner's Parcel.

(e) **Location of Solar Facilities.** Project Company will consult with Owner and give written notice to Owner on its site development plan prior to construction of solar facilities, roads and electric power lines, provided that Project Company will make all such final siting decisions in Project Company's sole discretion.

(f) **Part of a Larger Project.** Owner acknowledges that Project Company may elect to develop commercial solar energy facilities with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of such facilities. Project Company may designate, from time to time, the solar energy facilities with which the Premises is included in a defined solar energy project (the "**Project**"). The properties designated by Project Company as included in the Project with the Premises and the Owner's Parcel will be referred to as the "**Project Properties**." Nothing contained in this Lease will be construed as requiring Project Company to construct or operate the Project or continue the operation of the Project or any portion thereof, if it is so constructed. Any easements in connection therewith shall only be granted with Owner's written consent.

Section 1.2 Solar Easement

(a) **Open Access to Sun.** Owner hereby grants and conveys to Project Company an exclusive easement on, over and across the Owner's Parcel and the Premises for the following: the open and unobstructed access to the sun to any Solar Facilities on any of the Project Properties and to ensure adequate exposure of the Solar Facilities to the sun. In addition, Owner hereby grants and conveys to Project Company an exclusive easement prohibiting any obstruction to the open and unobstructed access to the sun (together with the preceding sentence, the "**Solar Easement**") throughout the entire Premises to and for the benefit of the area existing horizontally three hundred

and sixty degrees (360°) from any point where any Solar Facility is or may be located at any time from time to time (each such point referred to as a “Site”) and for a distance from each Site to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Site to each point and on and along such line to the opposite exterior boundary of the Premises.

(b) **Owner Improvements.** Trees, buildings and other improvements located on the Owner’s Parcel (but not the Premises) as of the date of this Lease will be allowed to remain, and Project Company may not require their removal. Owner may not place or plant any trees, buildings or improvements (an “**Improvement**”) on the Owner’s Parcel after the date of this Lease which may, in Project Company’s sole judgment, impede or materially interfere with the open and unobstructed access to the sun to any Site or Facility (located either on the Premises or on the Project Properties), unless Owner has received written approval from Project Company for any such trees, structure or improvement. Subject to the foregoing, Owner may construct an Improvement on the Owner’s Parcel if such Improvement meets all of the following requirements:

- (a) Such Improvement poses no interference with any part of the Solar Facilities located on the Premises or elsewhere in the Project; and
- (b) Such Improvement is located at least [**five hundred (500)**] feet from the location of any Site (whether such Site is located on the Premises or elsewhere in the Project).

(an Improvement that complies with all of the foregoing restrictions will be referred to as a “Permitted Improvement”). Owner may construct such Permitted Improvements without the prior consent of Project Company. However, should Owner construct an Improvement that is determined by Project Company to violate or not be in compliance with any of the restrictions of this section, Project Company may provide notice to Owner that said Improvement must be removed within thirty (30) days of Owner’s receipt of Project Company’s notice. Should Owner fail to remove the non-complying Improvement within such thirty (30) day period, Project Company may cause the same to be removed and may off-set the cost of the removal against any lease payments due hereunder to Owner.

(c) **No Interference.** Owner will not materially interfere with, and will not allow any other party to materially interfere with, the free, unobstructed and open and unobstructed access to the sun, solar speed or solar direction over and across the Premises.

ARTICLE II. Lease Term

Section 2.1 Development Period; Operating Term; Renewal Terms

(a) **Development Period.** Project Company’s rights under this Lease will be in effect throughout the Development Period. The “Development Period” commences on the Effective Date of this Lease and expires on December 31, 2024.

(b) **Operating Term.** This Lease will automatically be extended for the Operating Term upon the earlier of: (i) the date when at least one solar generating facility installed on the Premises is a Commercially Operational Solar Facility, as defined in Exhibit C (the “**Operation Date**”); or (ii) the date when Owner receives written notice from Project Company of Project Company’s election to extend the Term for the Operating Term (“**Operating Term Notice Date**”), provided that either the Operation Date or the Operating Term Notice Date occurs prior to the expiration of the Development Period. The Operating Term of this Lease (“**Operating Term**”) will be for a period of twenty (20) years from the earlier of either the Operation Date or the Operating Term Notice Date, as applicable, unless terminated earlier in accordance with the terms of this Lease. The Development Period ends at the time the Operating Term begins.

(c) **Renewal Terms.** Project Company will have the right, at its option, to extend the Operating Term for two (2) additional periods of ten (10) years (the “**Renewal Terms**”). To exercise its option to renew the Term for the Renewal Term, Project Company must deliver a written extension notice to Owner prior to the expiration of the Operating Term. Project Company must timely deliver such written notice to exercise effectively its options to extend the Term for the Renewal Term. The terms of the Lease during the Renewal Term will be the same terms and conditions applicable during the Operating Term, except as specifically provided herein. Project Company will have no right to extend the Term beyond the Renewal Term. If Project Company fails timely to deliver the extension notice, this Lease will terminate at the end of the Operating Term, and Project Company will have no further options or rights to renew or extend the Term.

(d) **Entire Term.** The “**Term**” of this Lease will be the Development Period together with, if Project Company exercises the applicable options, the Operating Term and the Renewal Term.

Section 2.2 Termination of Lease

The occurrence of any of the following events will terminate this Lease:

- (a) The expiration of this Lease as set forth in Section 2.1; or
- (b) The written agreement of the parties to terminate this Lease; or
- (c) A Breach (as defined below) of this Lease by either party and the election of the non-breaching party to terminate the Lease pursuant to Article IX; or
- (d) At the option of Project Company, thirty (30) days after Project Company’s execution and delivery of written notice of termination to Owner (as to the entire Premises, or any part thereof at Project Company’s option), in Project Company’s sole and absolute discretion; or
- (e) A condemnation of all or a portion of the Premises and the election of the Project Company to terminate the Lease pursuant to Article VIII; or
- (f) Pursuant to applicable law, except that if any such applicable law is amended or terminated after the date hereof, and the effect of such amendment or termination is to extend the permissible development period to or eliminate the requirement that commercial operation or the development of the potential to produce solar energy begin within a specified time period, then

this Lease will automatically be amended to incorporate such amendment or termination, as if such amendment or termination was fully incorporated herein.

Section 2.3 Survival of Covenants

Owner acknowledges that the covenants, conditions, rights and restrictions in favor of Project Company pursuant to this Lease including, but not limited to, the Access Easement and Solar Easement, and Project Company's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of the Project and that the covenants, conditions, rights and restrictions in favor of Project Company pursuant to this Lease will not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Project remains operational.

ARTICLE III. Payments and Taxes

Section 3.1 Payments

Project Company will pay Owner according to the Payment Terms set forth in Exhibit C.

Section 3.2 Taxes, Assessments and Utilities

(a) Owner Taxes and Assessments. Owner will pay, when due, all real property taxes and assessments levied against the Premises and Owner's Parcel and (Owner's Taxes"). Owner will not pay Project Company's taxes. If Owner will fail to pay Owner's Taxes when due, Project Company may, at its option, pay those taxes and assessments and any accrued interest and penalties, and either seek reimbursement from Owner or deduct the amount of its payment from any rent or other amount otherwise due to Owner from Project Company.

(b) Project Company Taxes and Assessments. Project Company will pay all personal property taxes and assessments levied against any property and improvements owned by Owner and located on the Premises and Owner's Parcel and will pay all personal property taxes and assessments levied against the Solar Facilities when due, including any such taxes based on electricity production, based on Improvements and/or any taxes that are directly attributable to Improvements installed by Operator and all increases in the ad valorem property taxes levied against Owner's Parcel that are assessed for the period from and after the date of this Lease until the end of the Term hereof and are directly attributable to Improvements installed by Operator ("Project Company's Taxes"). If the real property taxes assessed to such Premises and Owner's Parcel increase solely as a result of the installation of the Solar Facilities on the Premises, including any reclassification of the Premises and Owner's Parcel, attributable to the Solar Facilities, Project Company will pay or reimburse Owner an amount equal to the increase to the extent caused by such installation no later than ten (10) days prior to the date each year on which the applicable real estate taxes are due to be paid, provided that not less than thirty (30) days prior to such due date Owner provides Project Company with copies of the applicable current and past statements of real estate taxes payable for the Premises and Owner's Parcel and any related information demonstrating that the installation of the Solar Facilities resulted in the increase in real estate taxes for which Owner is requiring payment or reimbursement from Project Company. Owner and Project Company agree jointly to use commercially reasonable efforts to cause the Premises and

Owner's Parcel not to be reclassified from its present agricultural or open space exemption as a result of this Lease.

(c) Tax Contest. Either party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease as long as such contest is pursued in good faith and with due diligence and the party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

(d) Project Company Utilities and Transfer Tax. Project Company will pay for all water, electric, telecommunications and any other utility services used by the Solar Facilities or Project Company on the Premises and Owner's Parcel. Any transfer tax due and owing as a result of this Lease shall be paid by Project Company.

Section 3.3. Crop Damage

(a) During initial construction, Project Company shall pay Owner crop damage on a per acre basis (prorated for fractional portions), for any portions of the Owner's Parcel (but not the Premises) that are taken out of commercial crop production during the construction of the Solar Facilities and any and all crops that are removed or damaged as a direct result of Project Company's construction and operation of Solar Facilities on the Owner's Parcel. Portions of the Owner's Parcel shall be deemed to have been taken out of commercial crop production only to the extent Project Company's construction of Solar Facilities on the Owner's Parcel materially interferes with Owner's ability to farm such portions of the Owner's Parcel in which such construction occurs, assuming that Owner was actually farming such portions of the Owner's Parcel immediately prior to Project Company's commencing construction of the Solar Facilities on the Owner's Parcel. Such crop damage shall be paid one time per growing season in which such construction and crop damage occur.

Crop damage will equal "Amount of damaged acres" multiplied by "Average yield in the County of Property" multiplied by "Price".

"Amount of damaged acres" shall be based on Owner's reasonable estimate as reasonably reviewed and agreed by Project Company's representative.

"Average yield in the County of Property" shall be based on the average yield for the latest 3 years of corn in the County as published by the University of Illinois through Farmdoc (www.farmdoc.uiuc.edu), or if unavailable, another publicly available information source of average yields in the County

"Price", regardless of the actual type of crop, shall be based on the Corn futures price for December delivery during the year that crop damages occur, and will be the closing price of that year's December futures quoted on the 15th of the month in which damages occur as posted by Chicago Board of Trade, or if unavailable another publicly available information source.

(b) After initial construction is complete, Project Company shall be responsible to pay Owner any losses of income, rent, business opportunities, profits or other losses arising out of the damage by the Project Company of any crops growing on the Owner's Parcel as a result of the maintenance or operation of the Solar Facilities.

ARTICLE IV. Project Company's Covenants

Project Company covenants, represents and warrants to Owner as follows:

Section 4.1 Mechanics Liens

Project Company will keep the Premises and Owner's Parcel free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Project Company or, at the request of Project Company, any Solar Facility on the Premises and Owner's Parcel in connection with Project Company's use of the Premises and Owner's Parcel. Project Company may contest any such lien, but will post a bond or utilize other available means to remove any lien that is created during the contested proceeding. Project Company agrees to otherwise remove any lien or encumbrance for which it is responsible pursuant to this paragraph within sixty (60) days of notice to Project Company of the creation of any such lien or encumbrance.

Section 4.2 Permits and Laws

Project Company and its designees will at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority applicable with respect to Project Company's activities pursuant to this Lease and will obtain all permits, licenses and orders required to conduct any and all such activities (collectively, "**Legal Requirements**"). Project Company will have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Project Company or in the names of both Project Company and Owner where appropriate or required, the validity or applicability to the Premises or Solar Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Owner will cooperate in every reasonable way in such contest, provided Project Company reimburses Owner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Project Company has approved such expense in advance. Any such contest or proceeding, including any maintained in the name of Owner, will be controlled and directed by Project Company, but Project Company will protect and indemnify Owner from Project Company's failure to observe or comply during the contest with the contested Legal Requirement.

Section 4.3 Project Company's Improvements

All Solar Facilities constructed, installed or placed on the Premises and Owner's Parcel by Project Company pursuant to this Lease will be and remain the sole property of Project Company and Owner will have no ownership or other interest in any Solar Facilities on the Premises and Owner's Parcel. The Solar Facilities are and will remain personal property of the Project Company, notwithstanding any present or future common ownership of the Solar Facilities and the Premises and Owner's Parcel. Throughout the Term, Project Company will, at its sole cost and expense, maintain Project Company's Solar Facilities in good condition and repair, ordinary wear and tear

excepted. After the construction of the Solar Facilities, Project Company will remove any construction debris and will restore the portions of the Premises and Owner's Parcel not occupied by the Solar Facilities to substantially the same condition that such portions of the Premises and Owner's Parcel were in prior to the construction of the Solar Facilities. All Solar Facilities constructed, installed or placed on the Premises and Owner's Parcel by Project Company pursuant to this Lease may be moved, removed, replaced, repaired or refurbished by Project Company at any time. Project Company will pay Owner the fair market value of caliche, gravel, or water from the Premises and Owner's Parcel purchased by Project Company with the consent of Owner.

Section 4.4 Removal of Project Company's Improvements

(a) **Project Company Will Remove Solar Facilities.** At the end of the Term, including upon any early termination of the Lease, Project Company will remove all its Solar Facilities, including any foundations, to a depth of two (2) feet below grade, within twelve (12) months from the date the Term expires or the Lease terminates. Owner grants Project Company an easement for such removal, which easement will survive for twelve (12) months after the expiration or termination of this Lease. Notwithstanding the foregoing, Project Company will restore Owner's Parcel to at least the condition that existed prior to Project Company's use (including a condition suitable for farming).

(b) **Owner's Right to Remove Solar Facilities Upon Failure by Project Company.** If Project Company fails to remove any of the Solar Facilities within the required time period, such Solar Facilities will be considered abandoned by Project Company and Owner may remove these Solar Facilities from the Premises and Owner's Parcel and dispose of them in its sole discretion without notice or liability to Project Company. In such event, if Owner removes such Solar Facilities at Owner's expense, Project Company will reimburse Owner for all reasonable costs of removing those Solar Facilities as required by the Lease, less any salvage value received by Owner, within thirty (30) days after receipt of an invoice from Owner.

(c) **Security for Removal.** Commencing with the fifteenth (15th) year of the Operating Term, Project Company will establish security payable to Owner to cover Project Company's obligations under Section 4.4(a) above (the "**Restoration Security**") through one of the following means to be selected by Project Company in its sole discretion: (i) by establishing an escrow account with a bank selected by Owner, or (ii) by delivering to Owner a letter of credit, bond, corporate guarantee from an investment grade company or equivalent security. The amount of the Restoration Security will be equal to the Net Removal Cost (as defined below), which will be determined by the parties in good faith; provided, however, if the parties cannot agree upon the Net Removal Cost within sixty (60) days, then the Net Removal Cost will be determined by an independent engineer mutually selected by the parties. The terms of any escrow fund, letter of credit, corporate guarantee or bond will expressly provide that Owner will be entitled to use amounts received from the Restoration Security to remedy any damage to the Premises and Owner's Parcel if Project Company fails to comply with its obligations pursuant to Section 4.4(a), after notice and opportunity to cure as provided herein. Interest earnings, if any, on any escrow fund will be the property of Project Company, and any amounts remaining in any escrow fund after Project Company has complied with its obligations pursuant to Section 4.4(a) will belong to Project Company. As used herein, the "**Net Removal Cost**" means (1) the cost of performing

Project Company's obligations under Section 4.4(a) minus (2) the salvage value of the Solar Facilities located on the Premises at the time such calculation is made.

Section 4.5 Hazardous Wastes

Project Company will not use, dispose of or release on the Premises and Owner's Parcel or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Project Company's operations, any substance which is defined as a "hazardous material", "toxic substance" or "solid waste" in any Legal Requirement except in such quantities as may be required in its normal business operations and only if such use is in full compliance with all Legal Requirements.

Section 4.6 Insurance

Project Company will obtain and maintain in force the following policies of insurance covering the Solar Facilities and Project Company's activities on the Premises and Owner's Parcel at all times during the Term: commercial General Liability Insurance, including bodily injury and property damage coverage with minimum limits of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate; Umbrella Liability Insurance with minimum limits of \$5 Million Dollars per occurrence and \$5 Million Dollars aggregate; worker's compensation insurance for Project Company's employees as is sufficient to comply with applicable laws and regulations; and Project Company shall name Owner as an additional insured on such insurance policy and provide Owner with a certificate of such insurance. Such insurance coverage for the Solar Facilities and Premises and Owner's Parcel may be provided as part of a blanket policy that covers other Solar Facilities or properties as well. Any such policies will provide for thirty (30) days prior written notice to Owner of any cancellation or material change. Project Company will provide Owner with copies of certificates of insurance evidencing this coverage upon request by Owner. Policies will provide coverage for any costs of defense or related fees incurred by Owner.

Section 4.7 Gates and Fences

If necessary and as mutually agreed by the parties, Project Company will make such fence cuts, braces, and repairs that will be permanent and remain functional for the remaining life of the fence of which they are part (any such cuts will be reinforced with bracer posts on each side of the cut, and the opening will be repaired to the same quality as the existing fence); alternatively, Owner may require Project Company to install a cattle guard in lieu of any external gate used by Project Company. During construction or operation of the Solar Facilities, Project Company will close any gates used by its personnel except when open to permit the passage of vehicular traffic, so that Owner's livestock do not stray or escape through such gates. If Owner maintains locks on exterior gates, Owner will provide Project Company with keys or with the combinations to such locks. Upon the termination of this Lease, any cattle guards or gates installed by Project Company will become the property of Owner.

Section 4.8 Site Rules

While on the Premises, Project Company will absolutely comply with the site rules attached hereto as Exhibit F.

ARTICLE V. Owner Covenants

Owner covenants, represents and warrants to Project Company as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Lease, to Owner's knowledge, Owner is the sole owner of the Premises and Owner's Parcel in fee simple and each person or entity signing the Lease on behalf of Owner has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Project Company herein. There are no encumbrances or liens (including farm or other tenancies) against the Premises and Owner's Parcel except those which are listed on Exhibit D, attached hereto and incorporated by reference (the "**Encumbrances**"). All persons having any ownership interest in the Premises and Owner's Parcel (including spouses) are signing this Lease as Owner. When signed by Owner, this Lease constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

Section 5.2 Cooperation to Eliminate Lien Interference

Owner will cooperate with Project Company to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, deed of trust, lease or other exception to Owner's fee title to the Premises and Owner's Parcel to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Project Company under this Lease (including, but not limited to any Wetlands Reserve Program ("**WRP**") or Conservation Reserve Program ("**CRP**"). Owner will also cooperate with Project Company to obtain and maintain any permits or approvals needed for the Solar Facilities. Owner will also provide Project Company with such further assurances and will execute any estoppel certificates, consents to assignments, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Project Company or any of its lenders.

Section 5.3 Quiet Enjoyment

As long as Project Company is not in Breach of this Lease, Project Company will have the quiet use and enjoyment of the Premises and Owner's Parcel in accordance with the terms of this Lease without any interference of any kind by Owner or any person claiming through Owner. Owner and its activities on the Owner's Parcel and any grant of rights Owner makes to any other person will be only as permitted under this Lease and will not interfere with any of Project Company's rights or activities pursuant to this Lease, and Owner will not interfere or allow interference with any of Project Company's rights or activities pursuant to this Lease, and Owner will not materially interfere or allow material interference with the solar speed or solar direction over the Premises or otherwise engage in activities or allow any activities which might impede or decrease the output or efficiency of the Solar Facilities.

Section 5.4 Exclusivity

Project Company will have the sole and exclusive rights to install and operate Solar Facilities on the Premises and Owner's Parcel, to use the Premises and Owner's Parcel for solar energy purposes and to convert all of the solar resources of the Premises and Owner's Parcel. In

no event during the Term will Owner construct, build or locate or allow others to construct, build or locate any solar energy facility or similar project on the Premises and Owner's Parcel.

Section 5.5 Hazardous Materials

Owner will not use, store, dispose of or release on the Premises and Owner's Parcel or cause or permit to exist or be used, stored, disposed of or released on the Premises and Owner's Parcel as a result of Owner's operations, any substance which is defined as a "hazardous substance", "hazardous material", or "solid waste" in any Legal Requirement, except in such quantities as may be required in the operations Owner is permitted to conduct on the Premises and Owner's Parcel and only if such use is in full compliance with all Legal Requirements. Owner represents and warrants to Project Company that, as of the date hereof, there is no "hazardous substance", "hazardous material", or "solid waste" on, in or under the Premises in violation of any Legal Requirements.

Section 5.6 Mineral Rights and Lateral Support

(a) "Subsurface Interests" include, but are not limited to oil, gas, coal, cement materials, sodium sulfate, sand and gravel, scoria, road material, building stone, chemical substances, metallic ores, uranium ores, or colloidal or other clays.

(b) If Owner does not own 100% of the Subsurface Interests in and under the Premises and Owner's Parcel, or leases the Subsurface Interests of Owner's Parcel, then Owner will disclose such to Project Company on Exhibit D. This Lease will not be interpreted to prevent Owner from leasing and developing Subsurface Interests on Owner's Parcel (but not the Premises), provided that any future leasing, development or transfer of the Subsurface Interests will be subject to this Lease. Owner will notify Project Company as soon as Owner knows of Subsurface Interest exploration or production plans. Owner will cooperate with Project Company in the exercise of Owner's Subsurface Interest rights to minimize interference, at no cost to Owner.

(c) If Owner does not own 100% of the Subsurface Interests in and under the Premises and Owner's Parcel, or leases the Subsurface Interests relating to Owner's Parcel, Owner agrees to cooperate with Project Company's efforts to obtain a cooperation or accommodation agreement relating to the exploring, drilling, or mining for or producing of Subsurface Interests on Premises and Owner's Parcel from the owner or lessee of such Subsurface Interests.

(d) If Owner owns 100% of the Subsurface Interests in and under the Premises, Project Company will have and exercise the right of subjacent and lateral support for the Solar Facilities on the Premises to whatever extent is necessary for the safe construction, operation and maintenance on the Solar Facilities. Owner expressly covenants that Owner will not excavate so near the sides of or underneath the Solar Facilities as to undermine or otherwise adversely affect their stability. Neither Owner nor its successors or assigns will be entitled to use, or authorize the use of, any portion of the surface of the Owner's Parcel located within three hundred (300) feet of any existing or proposed Solar Facility or within one hundred (100) feet of an existing or proposed transmission line (or any other portion of the Premises that would unreasonably interfere with the use by Project Company of the Premises) for the purpose of exploring, drilling, or mining for or producing Subsurface Interests, without the prior written consent of Project Company, which

consent will not be unreasonably withheld, delayed or denied. Owner agrees that the new agreement affecting Subsurface Interests will expressly provide that such holder will not conduct any activities within the areas described in this Section 5.6 and will not otherwise interfere with Project Company's rights under the Lease.

Section 5.7 Operation of the Solar Facilities

Owner acknowledges and understands that the Solar Facilities to be located on the Premises and Owner's Parcel, or in connection with the Project on adjacent property may impact the view on the Owner's Parcel or otherwise cause visual effects. Owner covenants and agrees that the Owner will not assert that the Solar Facilities constitute a nuisance.

ARTICLE VI. Indemnification

Section 6.1 Indemnification

Each party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party and the other party's invitees, licensees, permittees, officers, directors, employees, contractors, representatives and agents (collectively the "Indemnified Party") against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys' fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Premises and Owner's Parcel or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party with respect to this Lease or the Premises and Owner's Parcel. This indemnification will survive the termination of this Lease.

ARTICLE VII. Assignment; Encumbrance of Lease

Section 7.1 Right to Encumber

(a) **Project Company Right to Mortgage Leasehold Interest.** Project Company may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity ("Lender") without the consent of Owner, but the Project Company must notify Owner immediately of same. Any Lender will have no obligations under this Lease until such time as it exercises its rights to acquire Project Company's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Project Company directly. Project Company will notify Owner of the identity and notice address for any Lender, and failure to do so is considered a default hereunder.

(b) **Amendment Requires Lender Consent.** Owner and Project Company agree that, once all or any part of Project Company's interests in the Lease are mortgaged or assigned to a Lender, they will not modify or terminate this Lease without the prior written consent of the Lender.

(c) **Lender Right to Cure Project Company Default.** Owner agrees that any Lender will have the right to make any payment and to do any other act or thing required to be performed by Project Company under this Lease, and any such payment, act or thing performed by Lender

will be effective to prevent a Breach by Project Company and any forfeiture of any of Project Company's rights under this Lease as if done by Project Company itself.

(d) **Notice from Owner to Lender in Case of Project Company Default.** During the time all or any part of Project Company's interests in the Lease are mortgaged or assigned to any Lender, if Project Company defaults under any of its obligations and Owner is required to give Project Company notice of the default, Owner will also be required to give Lender notice of the default. If Owner becomes entitled to terminate this Lease due to an uncured default by Project Company, Owner will not terminate this Lease unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least thirty (30) days from such notice to cure the default to prevent termination of this Lease. If within such thirty (30) day period the Lender notifies the Owner that it must foreclose on Project Company's interest or otherwise take possession of Project Company's interest under this Lease in order to cure the default, Owner will not terminate this Lease and will permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Project Company's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Project Company. The time within which Lender must foreclose or acquire Project Company's interest will be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(e) **Recognition of Lender as Successor.** The acquisition of all or any part of Project Company's interests in the Lease by any Lender through foreclosure or other judicial or non-judicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, will not require the consent of Owner nor constitute a Breach or default of this Lease by Project Company, and upon the completion of the acquisition or conveyance, Owner will acknowledge and recognize Lender as Project Company's proper successor under this Lease upon Lender's cure of any existing Project Company defaults and assumption of the obligations of Project Company under this Lease prospectively.

(f) **New Lease.** In the event this Lease is rejected by a trustee or a debtor-in possession in any bankruptcy or insolvency proceeding, Owner agrees, upon request by any Lender within sixty (60) days after the rejection or termination, to execute and deliver to Project Company or Lender a new lease for the Premises which (i) will be effective as of the date of the rejection or termination of this Lease, (ii) will be for a term equal to the remainder of the Term before giving effect to such rejection or termination, and (iii) will contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Lease (except for any obligations or requirements which have been fulfilled by Project Company or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Project Company, or Lender, will (i) pay Owner any amounts which are due Owner from Project Company, (ii) pay Owner any and all amounts which would have been due under this Lease but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Project Company under this Lease to the extent Project Company failed to perform them prior to the execution and delivery of the new lease.

Section 7.2 Assignment of Project Company's Interest

Project Company and any successor or assign of Project Company will at all times have the right, with Owner's written consent, to do any of the following, conditionally or unconditionally, with respect this Lease or to all or any portion of the Premises and Owner's Parcel: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to a third party that owns, operates and/or maintains electric transmission or distribution systems; or sell, convey, lease, assign, mortgage, encumber or transfer to a third party that owns, operates and/or maintains electric transmission or distribution systems or to any affiliate of Project Company's this Lease, or any right or interest in this Lease, or any or all right or interest of Project Company in the Premises and Owner's Parcel or in any or all of the Solar Facilities provided that (i) any such assignment, transfer or conveyance will not be for a period beyond the Term; (ii) the assignee or transferee will be subject to all of the obligations, covenants and conditions applicable to the Project Company; and (iii) Project Company will not be relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless Project Company assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Project Company will have no continuing liability.

Section 7.3 Continuing Nature of Obligations

(a) **Benefits are "In Gross".** The Solar Easement and all other easements and related rights granted by Owner in this Lease to Project Company are easements "in gross", which means, among other things, that they are interests personal to and for the benefit of Project Company, and its successors and assigns, as owner of the rights created by the Solar Easement and such other easements. The Access Easement, the Solar Easement and other rights granted Project Company by Owner in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the Solar Easement and, as between the Premises and Owner's Parcel and other tracts of property on which Project Company may locate Solar Facilities, no tract is considered dominant or servient as to the other.

ARTICLE VIII. Condemnation

Section 8.1 Effect of Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises and Owner's Parcel, and the taking and proposed use of such property would prevent or adversely affect Project Company's construction, installation or operation of Solar Facilities on the Premises and Owner's Parcel, at Project Company's option, the parties will either amend this Lease to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Lease to Project Company, together with any corresponding payments, or this Lease will terminate in which event neither party will have any further obligations.

Section 8.2 Condemnation Proceeds

All payments made by a condemnor on account of a taking by eminent domain will be the property of the Owner, except that Project Company will be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such

Solar Facilities or the use of the Premises pursuant to the Lease. Project Company will have the right to participate in any condemnation proceedings to this extent.

ARTICLE IX. Default/Termination

Section 9.1 Events of Default

Each of the following will constitute a “**Breach**” that will permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity.

(i) any failure by Project Company to pay any amounts due under Article III if the failure to pay continues for thirty (30) days after written notice from Owner;

(ii) any other breach of this Lease by either party which continues for thirty (30) days after written notice of default from the non-defaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time.

Section 9.2 Surrender

Upon the termination or expiration of this Lease, Project Company will peaceably surrender the Premises and Owner’s Parcel to Owner and remove all Solar Facilities from the Premises and Owner’s Parcel at Project Company’s expense within twelve months from the date the Lease expires or is terminated. For the period between the date of termination or expiration of this Lease and the date on which Project Company completes removal of the Solar Facilities as required under Section 4.4 of this Lease, Project Company will continue to pay Solar Rent (as defined in Exhibit D) for each Commercially Operational Solar Facility installed on the Premises.

Section 9.3 Specific Performance

Owner acknowledges and agrees that should Owner breach any of its obligations hereunder or otherwise fail to permit Project Company to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Project Company for such breach, and therefore, Owner agrees that Project Company will have the right to seek specific enforcement of this Lease. In that event, Owner agrees that Project Company has no adequate remedy at law, and that an order of specific performance may be granted in favor of Project Company.

Section 9.4 Delinquent Payments

If Project Company fails to pay Owner any sum to be paid by Project Company hereunder within thirty (30) days after such payment is due, interest on the unpaid amount will accrue at a rate of ten percent (10%) per annum or the maximum rate allowed by law, whichever is less, from thirty (30) days after the date such payment was due until the date such payment is made.

ARTICLE X. Miscellaneous

Section 10.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by receipt acknowledged e-mail and will be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and will be deemed delivered upon actual delivery or refusal:

To Owner: SERGEI KRAVETS
 SERKRAV1960@GMAIL.COM

To Project Company: BAP POWER CORPORATION
 WPHAM@CENERGYPOWER.COM

Section 10.2 Relationship of the Parties; No Third Party Beneficiaries

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease will not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Owner and Project Company or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Owner and Project Company will not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party. Except for the rights of Lenders set forth above, no provision of this Lease is intended to nor will it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 10.3 Entire Agreement

It is mutually understood and agreed that this Lease constitutes the entire agreement between Owner and Project Company and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Lease. This Lease may not be amended except in a writing executed by both parties.

Section 10.4 Governing Law

This Lease is made in and will be governed by the laws of the state in which the Premises is located, and the venue for any dispute will be the county in which the Premises is located. The parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either party will not be employed in the interpretation of this Lease. In interpreting this Lease, time is of the essence.

Section 10.5 Cooperation

Each of the parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Project Company deems it to be necessary or desirable to meet legal or

regulatory requirements, Project Company may request that Owner reexecute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Owner will execute and enter into the new lease with Project Company or its designee. In the event of inaccuracies or insufficiencies in the identification of the Premises or legal description of the Owner's Parcel, this Lease will be amended to correct the inaccuracies or insufficiencies.

Section 10.6 Waiver

Neither party will be deemed to have waived any provision of this Lease or any remedy available to it unless such waiver is in writing and signed by the party against whom the waiver would operate. Any waiver at any time by either party of its rights with respect to any rights arising in connection with this Lease will not be deemed a waiver with respect to any subsequent or other matter. In the event that Project Company makes any overpayments to Owner hereunder, Project Company will offset the amount of such overpayments to Owner against future payments due to Owner from Project Company hereunder.

Section 10.7 Force Majeure

Neither Owner nor Project Company will be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease to the extent such performance is prevented by a Force Majeure, which will mean an event beyond the control of the party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided.

Section 10.8 Confidentiality

Owner will maintain in the strictest confidence, for the benefit of Project Company and any assignee or transferee of Project Company, all information pertaining to the financial terms of or payments under this Lease, Project Company's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Project Company, any assignee or transferee, or discovered by Owner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents; or (ii) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity. Owner will not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Project Company, any assignee or transferee. Notwithstanding the foregoing, Owner may disclose such information to Owner's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Owner regarding this Lease; any prospective purchaser of the Premises who has made a written offer to purchase or otherwise acquire the Premises and Owner's Parcel that Owner desires to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Owner in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement will run to the benefit of and be enforceable by Project Company and any assignee or transferee of Project Company. The provisions of this Section 10.8 will survive the termination or expiration of this Lease.

Section 10.9 Tax Credits

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Project Company under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Project Company's option, Owner and Project Company will amend this Lease or replace it with a different instrument so as to convert Project Company's interest in the Premises to a substantially similar interest that makes Project Company eligible for such tax credit, benefit or incentive.

Section 10.10 Severability

Each provision hereof will be valid and will be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance will to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby.

Section 10.11 Counterparts

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


Section 10.12 Memorandum of Lease

Owner and Project Company will execute in recordable form and Project Company will then record a memorandum of this Lease in the form attached hereto as Exhibit E. Owner hereby consents to the recordation of the interest of an assignee in the Premises.

Signature Page to Follow

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the 21st day of December, 2022.

PROJECT COMPANY: BAP POWER CORPORATION

By:  _____
Name: William Pham
Title: CEO


OWNER

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the 21 day of [month], 202318.

December 2022

OWNER


SERGEI KRAVETS

STATE OF IL)
COUNTY OF Will) ss.

The foregoing instrument was acknowledged before this 21 day of Dec. 2022
~~2018~~, by [property owner], single/married [circle one].


Notary Public

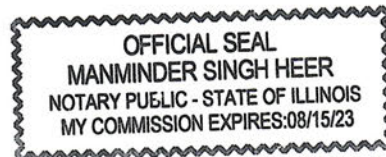


EXHIBIT A










IDENTIFICATION OF PREMISES

1 field, 37 acres in De Kalb County, IL

TOWNSHIP/SECTION 40N 5E - 25



Legend

SPECIAL FLOOD HAZARD AREAS High flood risk		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
OTHER AREAS OF FLOOD HAZARD Moderate flood risk		Regulatory Floodway
		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Areas with Reduced Flood Risk due to Levee Zone X
OTHER AREAS		Areas with Flood Risk due to Levee Zone X
		Area of Minimal Flood Hazard Zone X
		Area of Undetermined Flood Hazard Zone D



SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

*** HIGH FLOOD RISK** - areas with a 1% annual chance or greater of flooding, also referred to as base flood zones or 100-year flood zones. Classified as Special Flood Hazard Areas (SFHAs) by FEMA. **MODERATE FLOOD RISK** - areas in between the limits of the 1% annual and the 0.2% annual (or 500-year) flood zones. **MINIMAL FLOOD RISK** - areas that are above the 500-year flood zones. **UNDETERMINED FLOOD RISK** - areas where flood analysis has not been conducted.

Source: FEMA National Flood Hazard Layer

All fields

37 ac.

FLOOD ZONE	FLOOD RISK*	FLOOD ZONE SUBTYPE	ACRES	PERCENTAGE OF FIELD
 X	MINIMAL	AREA OF MINIMAL FLOOD HAZARD	20.76	56.5%
 A	HIGH	N/A	15.95	43.5%
			36.70	

1 field, 37 acres in De Kalb County, IL

TOWNSHIP/SECTION 40N 5E - 25

De Kalb County, IL

FIELD	ACRES	LOCATION	OWNER (LAST UPDATED)	OWNER ADDRESS
all 	36.70	40N 5E - 25 APN: 0925300013	SZMK NAPERVILLE LLC (02/11/2022)	24132 W ROYAL WORLINGTON DR, NAPERVILLE, IL 60564



EXHIBIT B

LEGAL DESCRIPTION OF OWNER'S PARCEL

[TO COME]

EXHIBIT C
PAYMENT TERMS

Payment	Description of Payment	Timing of Payment
Development Period Rent	Project Company shall pay to Owner [REDACTED]. Deposit is for consideration for the Development Period. Regardless of whether the Development Period is satisfied, and regardless of whether this Lease is terminated, the Owner shall keep the Deposit.	Project Company shall pay to Owner the Deposit within thirty (30) days of execution of this Agreement. If through the actions or inactions of Owner, this Lease is terminated, then the Owner shall promptly return the Deposit to Lessee Project Company.
Annual Option Payment	Project Company shall pay to Owner [REDACTED]. Any Annual Option Payments for less than a full calendar year shall not be prorated.	Project Company shall pay to Owner the first Annual Option Payment within sixty (60) days of the execution of this Agreement and thereafter, the Annual Option Payment shall be made on or before the anniversary of such payment date each calendar year.
Operating Term Rent of Annual Installment Payments for Premises/Easements	If one or more solar energy generating equipment installed on the Premises are producing and transmitting electricity (each a “ Commercially Operational Solar Facility ”), and for so long as each solar facility installed remains on the Premises until its physical removal from the Premises, Project Company shall pay to Owner, on an annual basis, [REDACTED]. Any Rent payments for less than a full calendar year shall not be prorated.	The Rent shall be due on or before the date of the initial Rent payment for each calendar year of the Operating Term and Renewal Term. For any year within which the Premises size is increased, the amount for the increased Rent is due immediately upon increase.
If Project Company fails to pay Owner any sum to be paid by Project Company hereunder within thirty (30) days after such payment is due, interest on the unpaid amount will accrue at a rate of ten percent (10%) per annum or the maximum rate allowed by law, whichever is less, from thirty (30) days after the date such payment was due until the date such payment is made.		

EXHIBIT D

ENCUMBRANCES AND OTHER MATTERS

1. **Is Owner signing this Lease pursuant to a Power of Attorney? Is any Owner under Guardianship? If yes, please provide details.**
Name of Power of Attorney or Guardian: _____
Address/Phone No.: _____
2. **Is the Premises being rented/used by a tenant, such as a crop tenant?**
Name of Tenant(s): _____
Address/Phone No.: _____
Type of Tenancy: _____
Term of Tenancy: _____
3. **Is the Premises held pursuant to a life tenancy?**
Name of Life Tenant(s): _____
Address/Phone No.: _____
4. **Is the Premises under contract for deed or installment sales contract (recorded or unrecorded)? NO**
Name of Contract Seller: _____
Address/Phone No.: _____
Name of Contract Buyer: _____
Address/Phone No.: _____
5. **Is any interest in the Premises subject to probate?** _____
6. **Are there any mortgages or other liens against the Premises?**
Name of Lender: _____
Address/Phone No.: _____
Loan Number: _____ Contact Person: _____
Approximate Balance Owed: _____ Payment Status: _____
Name of Lender: _____
Address/Phone No.: _____
Loan Number: _____ Contact Person: _____
Approximate Balance Owed: _____ Payment Status: _____
7. **Is the Premises currently subject to any easements (recorded or unrecorded)?**
Name of Holder: _____
Address/Phone No.: _____
Type of Easement: _____
8. **Is the Premises under any Options or Purchase Agreements (recorded or unrecorded)?**

9. **Is the Owner subject to any pending actions, such as judgments, tax liens, bankruptcies,**

divorces? If so, please describe.

10. Is there drain tile or center point irrigation system on the Premises? If so, please describe.

11. Does the Premises have any environmental problems? If yes, please describe.

Is the Premises in CRP or WRP Program? If so, please describe.

12. Are there any Unpaid Taxes assessed against the Premises? _____

13. Is there hunting on the Premises? If so, please describe. _____

14. Does Owner own the mineral rights to the Premises (including oil and gas)? _____
If not, who is the owner of the mineral rights? _____

15. Is the Premises affected by any agreements relating to the mineral rights on the Premises (including oil and gas)? If so, please describe the agreements. _____

16. Is the Premises part of any conservation program, such as CRP or wetlands preservation? If so, please describe.

17. Is the Owner aware of any title issues or other encumbrances against the Premises? If so describe.

EXHIBIT E

MEMORANDUM OF LEASE

MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“Memorandum of Lease”) is entered into this ___ day of [month], 2023 by and between [property owner], single/married [circle one] (hereinafter “**Owner**”), and [project company], a [state] limited liability company, and its successors and assigns (hereinafter “**Project Company**”).

RECITALS:

A. Owner and Project Company have entered into a certain Land Lease and Solar

Easement dated [month] ___, 2023 (the “**Lease Agreement**”), whereby Owner has agreed to lease to Project Company certain real property, together with access easement rights and a Solar Easement across said premises, in the County of [county], State of Illinois, and being more particularly described in Schedule A attached hereto and made a part hereof (the “**Owner’s Parcel**”).

B. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Owner and Project Company have entered into the Lease Agreement dated [month] ___, 2018 (the “**Effective Date**”), to lease and demise the Owner’s Parcel for solar energy purposes and to grant access and Solar Easements. Pursuant to the Lease Agreement, Project Company has the exclusive right to use the Owner’s Parcel for solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Owner’s Parcel, all as more fully described in the Lease Agreement. Solar energy purposes means converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

2. The initial term of the Lease Agreement commences on the Effective Date and expires on December 31, 2024 (the “**Development Period**”). The Lease Agreement will automatically be extended for an Operating Term, as defined below, upon the earlier of (i) the date when at least one solar facility installed on the Premises is a Commercially Operational Solar Facility, as defined therein (“**Operation Date**”); or (ii) date when Owner receives written notice from Project Company of Project Company’s election to extend the term of the Lease Agreement for the Operating Term (“**Operating Term Notice Date**”). The Operating Term of the Lease Agreement (“**Operating Term**”) is twenty (20) years from the earlier of either of the Operation Date or the Operating Term Notice Date unless sooner terminated in accordance with the terms of

the Lease Agreement. In addition, Project Company has a right to extend the Operating Term for two (2) additional period of ten (10) years upon written notice to Owner.

3. Owner will have no ownership and other interest in any solar facilities installed on the Owner's Parcel by Project Company and Project Company may remove any or all solar facilities at any time.

4. The Lease Agreement and the easement and rights granted therein are "in gross", which means, among other things, that they are interests personal to and for the benefit of Project Company, and its successors and assigns, as owner of the rights created by the Solar Easement and such other easements. The Access Easement, the Solar Easement and other rights granted Project Company by Owner in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the Solar Easement and, as between the Premises and Owner's Parcel and other tracts of property on which Project Company may locate Solar Facilities, no tract is considered dominant or servient as to the other.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement will control.

Signature Page to Follow

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the ____ day of [month], 2023.

OWNER

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before this ____ day of _____, 2018, by [property owner], single/married [circle one].

Notary Public

[project company],
a [state] limited liability company

Its: _____

The foregoing instrument was acknowledged before this ____ day of _____, 2018, by _____, the _____ of [project company], a [state] limited liability company, on behalf of the limited liability company.

Schedule A

TO MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

Legal Description of Owner's Parcel

EXHIBIT F

SITE RULES

Project Company will follow and cause its personnel to follow the following rules while on the Premises. Owner may bar further access to the Premises by any individual who commits repeated, material violations of these rules after such individual has received at least one written warning of a particular material violation from Owner describing, and including reasonable evidence documenting (if available and applicable), such material violation. In addition, any individual violating any rules after receipt of a written warning, will be immediately expelled from the Premises and will be banned from the Premises thereafter. The rules are as follows:

a. When not in active use by Project Company, all access gates, as well as all interior gates, will remain closed at all times.

b. Smoking is prohibited except in designated construction areas and in vehicles. Project Company will employ reasonable precautions to prevent fires and will be responsible for all damage caused by Project Company.

c. Project Company will keep the Premises clean and free of debris created by Project Company, its contractors, or others brought on to the Premises by Project Company. Project Company will not use the Premises for storage of items that are not related to, used or to be used in connection with, or for the benefit of all or a portion of the Project.

d. At no time will any of employees of Project Company bring any of the following onto the Premises:

i. weapons of any type, including but not limited to, guns, bows and arrows, or sling shots;

ii. animal calling devices;

iii. fishing equipment or nets;

iv. dogs, cats or any other animals;

v. alcoholic beverages;

vi. illegal drugs or related paraphernalia.

e. Project Company, its employees, contractors, agents and any individual allowed onto the Premises by Project Company will use reasonable efforts to confine their activities on the Premises to the designated access routes and to the areas upon which operations are then being conducted.

f. No wood, plants, animals (dead or alive), antlers, artifacts or any other item that was not originally brought onto the Premises by Project Company personnel will be removed from

the Premises by such personnel, except that Project Company can burn, remove and clear wood, plants and brush on the Premises.

g. A speed limit of 25 miles per hour (15 miles per hour at night) will be strictly observed while using roads on the Premises.

h. This Agreement does not cover or include any right or privilege of hunting or fishing on the Premises, all such rights being expressly reserved to Owner.



Exhibit D

Abutters List

Maple Park Solar Photovoltaic Project
Abutters within 250 feet of subject parcel boundary

Parcel #	Owner	Mailing Address
926200006	Judy J Lutton, Nanacy M Spears	C/O Farmers, 22423 - Johnson Farm, Omaha, MO 68154
925100009	SZMK Naperville LLC	24132 W Royal Worlington Dr, Naperville, IL 60564
09251000070925300014	Commonwealth Edison Co	3 Lincoln Ctr, 4th Floor, Oakbrook Terrace, IL 60181
925401003	Diehl Family LLC	941 Campbell Ct, Batavia, IL 60510
09253000050925300006	American National Bank of Dekalb	ATTN: Real Estate, PO Box 444, Wheaton, IL 60187
925300012	HHE Phase IV/V	2 Hampton Ct, DeKalb, IL 60115
926400002	Harry, Troup	701 La Salle ST, Ottawa, IL 61350
926400008	Khaters Inter Vivos Trust	2801 W Jefferson St, Joliet, IL 60435
925502001	Union Pacific Railroad Co Tax Dept	1700 Farnam St, South, Omaha, NE 68102



Exhibit E

Natural Resources Desktop Memo



MEMORANDUM

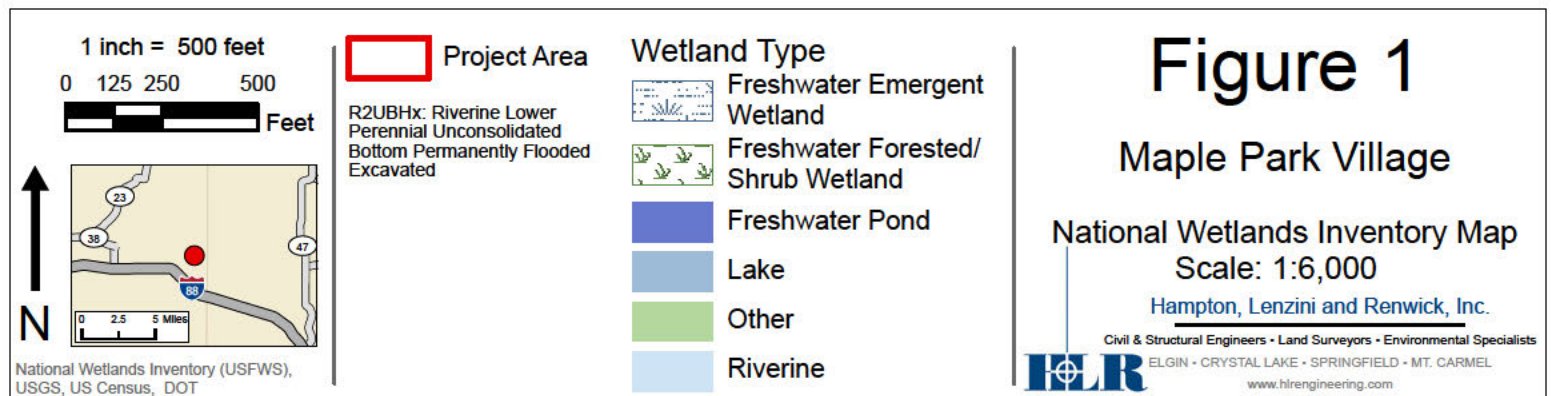
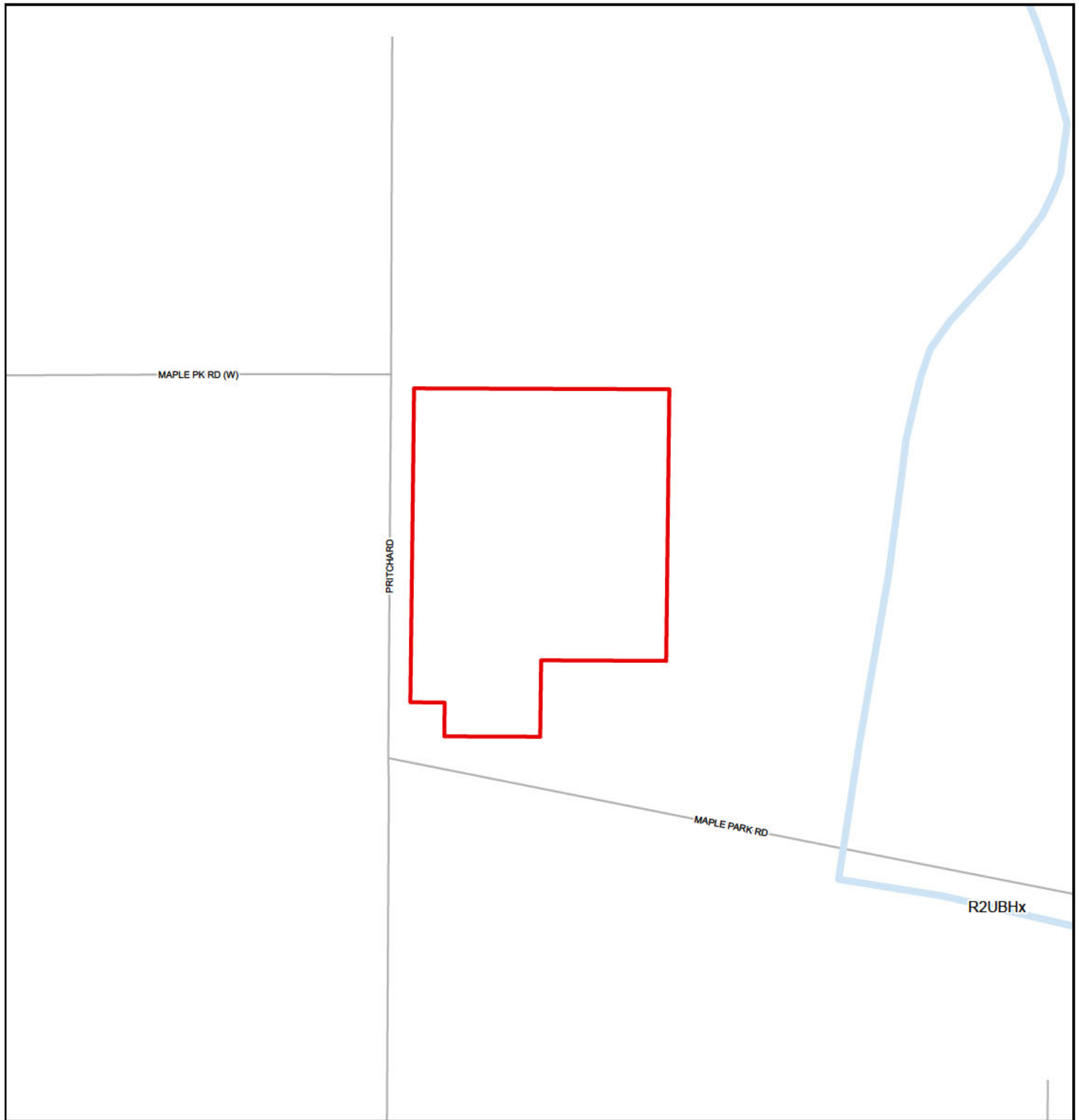
TO: Pat Burns, Cenergy Power
FROM: Conor McGarvey, Hampton, Lenzini and Renwick, Inc.
DATE: March 30, 2023
RE: Desktop Screening – Maple Park

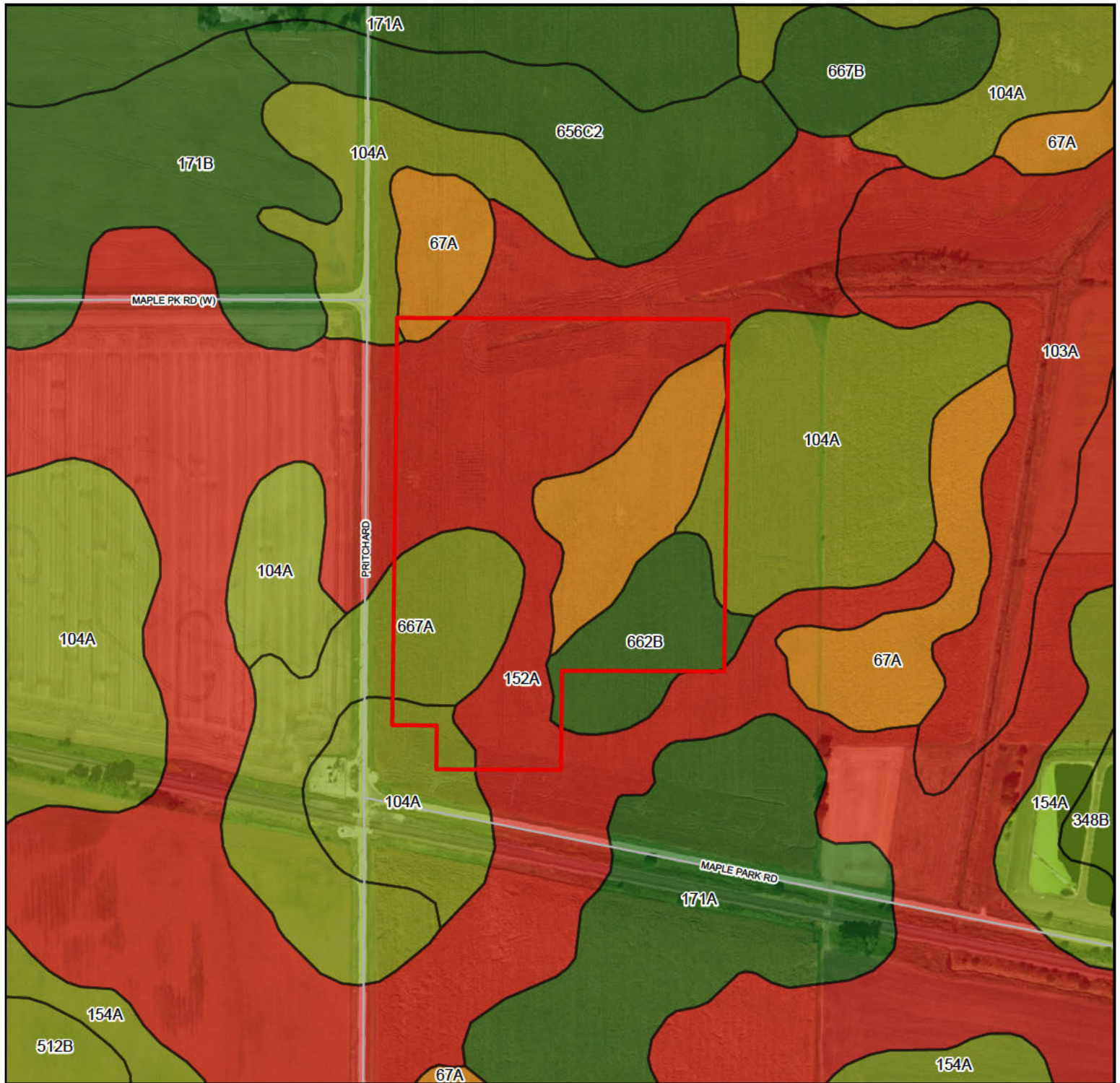
HLR has conducted a desktop screening for the Maple Park site. The following maps and documents were reviewed:

- National Wetlands Inventory Map
- U.S. Department of Agriculture Soil Survey Map
- Federal Emergency Management Agency (FEMA) Flood Insurance Rate (FIRM) Map
- Special Waste Sites Map (IEPA Leaking Underground Storage Tank (LUST) Database and Source Water Assessment Program)

The NWI Map does not identify any wetlands or waterbodies within the site. One stream is adjacent to the eastern edge of the site. The USDA Soil Survey Map identifies four hydric soils within the project area: Virgil silt loam, 0-2% slopes; Kaneville silt loam, 0-2% slopes; Harpster silty clay loam, 0-2% slopes; Drummer silty clay loam, 0-2% slopes. This is not uncommon as many agricultural areas in the State of Illinois are composed of hydric soils. Some areas that contain hydric soils have been tilled to promote farming and agricultural practices. The FEMA FIRM map identifies a 1% annual chance flood hazard zone within the northern portion of the site.

We reviewed the IEPA LUST Database and Source Water Assessment Program for any special waste concerns. The Special Waste Sites Map does not identify any LUSTs, RCRA entries, landfills, potential contamination sites, or brownfields within 0.5 miles of the project area. One railroad line exists within 0.5 miles of the project area. No oil and gas pipelines exist within 0.5 miles of the project area. Attached are the maps that were reviewed for reference.





1 inch = 400 feet

0 100 200 400 Feet

USDA-FSA-APFO Aerial Photography Field Office, NRCS, USGS, US Census, IDOT

Project Area

Soil Ratings Polygons

- Hydric (100%)
- Hydric (66 - 99%)
- Hydric (33 - 65%)
- Hydric (1 - 32%)
- Not Hydric (0%)

Map Unit Soil Descriptions

Map Unit Symbol	Map Unit Name
103A	Houghton muck, 0 to 2 percent slopes
104A	Virgil silt loam, 0 to 2 percent slopes
152A	Drummer silty clay loam, 0 to 2 percent slopes
154A	Flanagan silt loam, 0 to 2 percent slopes
171A	Catlin silt loam, 0 to 2 percent slopes
171B	Catlin silt loam, 2 to 5 percent slopes
348B	Wingate silt loam, cool mesic, 2 to 5 percent slopes
512B	Danabrook silt loam, 2 to 5 percent slopes
656C2	Octagon silt loam, 4 to 6 percent slopes, eroded
662B	Barony silt loam, 2 to 5 percent slopes
667A	Kaneville silt loam, 0 to 2 percent slopes
667B	Kaneville silt loam, 2 to 5 percent slopes
67A	Harpster silty clay loam, 0 to 2 percent slopes

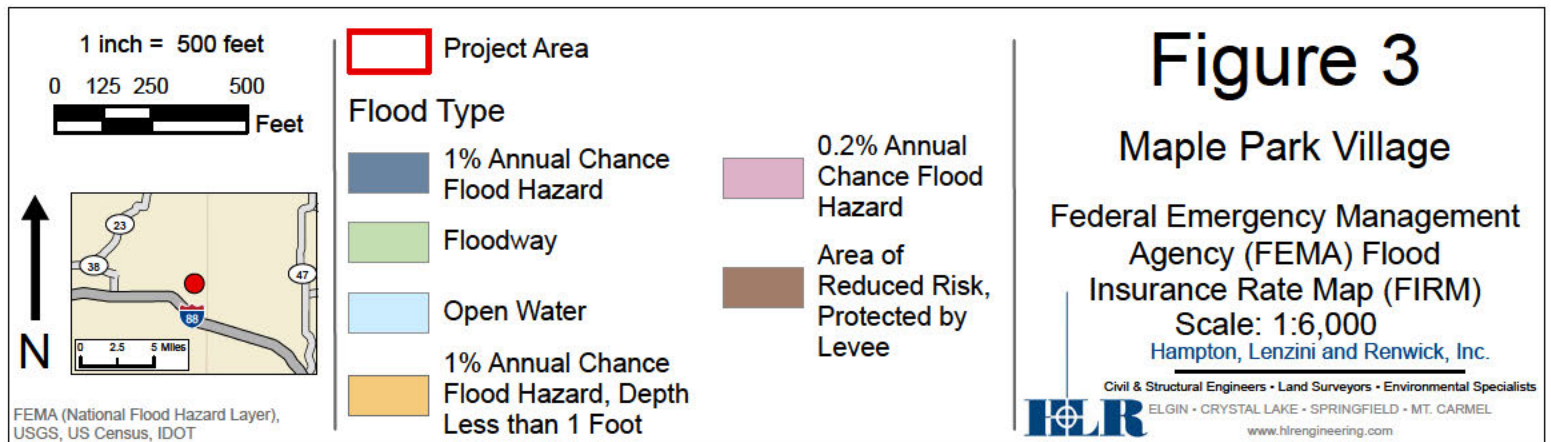
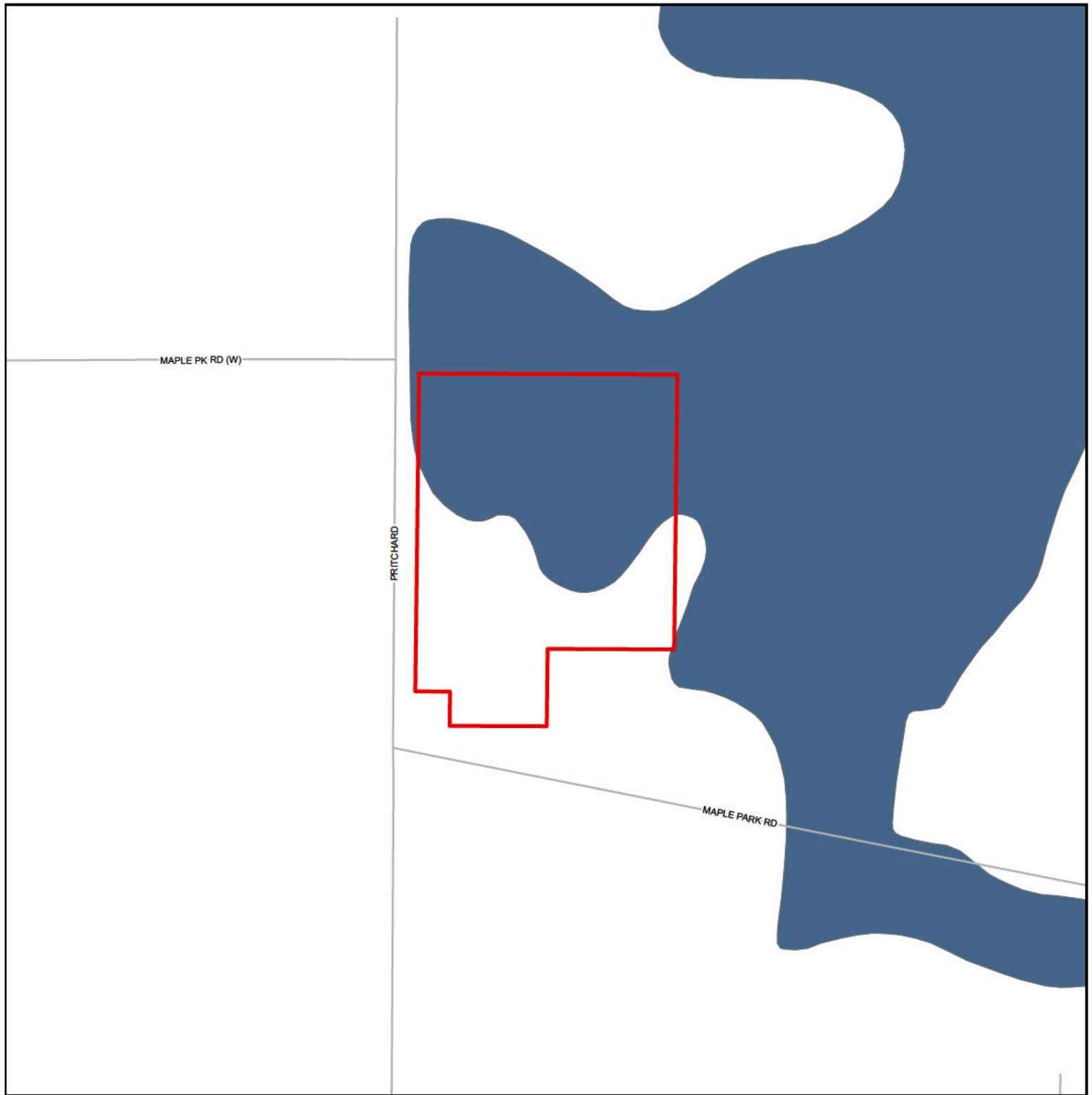
Figure 2

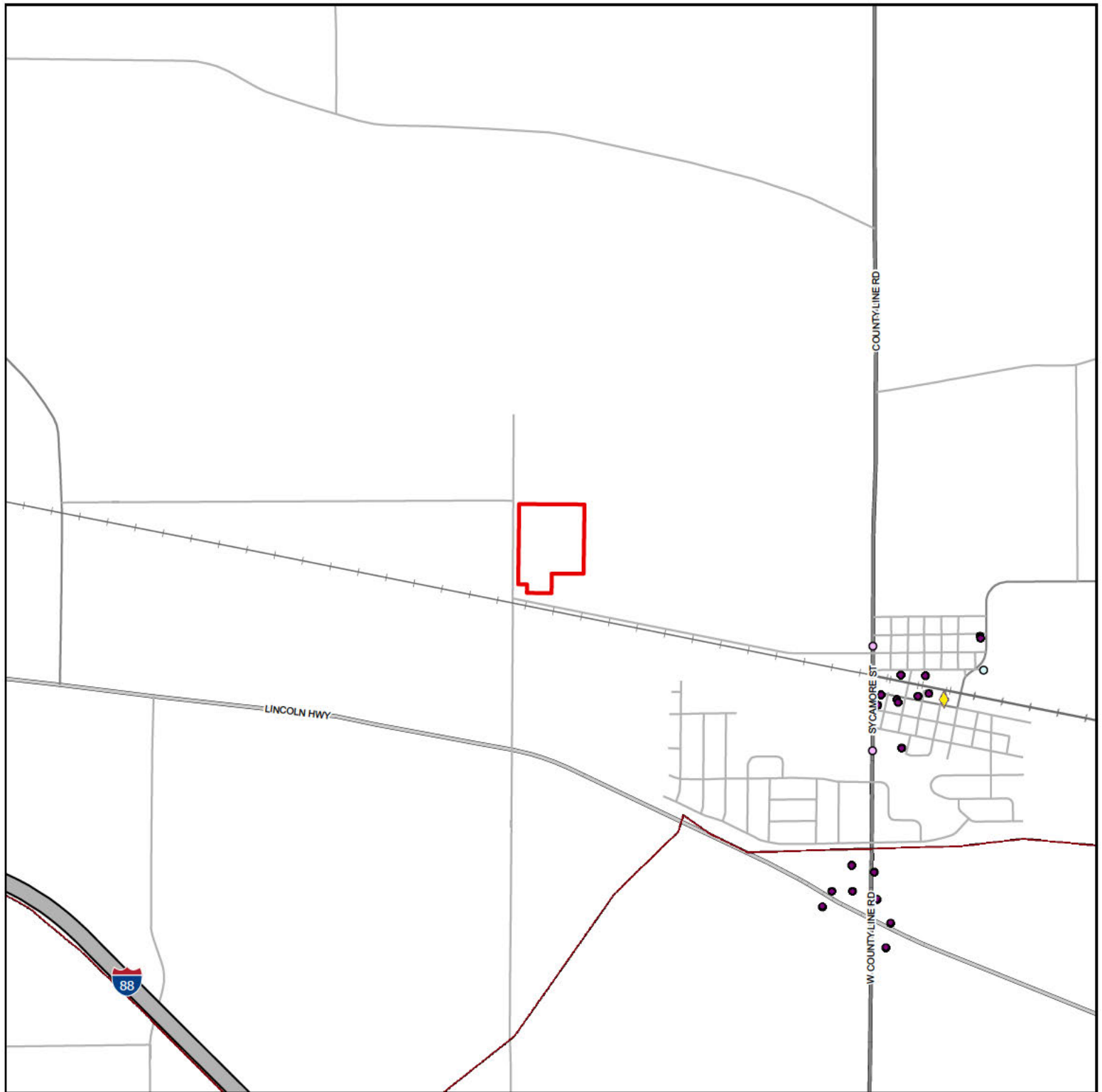
Maple Park Village

U.S. Department of
Agriculture Soil
Survey Map
Scale: 1:4,800

Hampton, Lenzini and Renwick, Inc.

Civil & Structural Engineers • Land Surveyors • Environmental Specialists
ELGIN • CRYSTAL LAKE • SPRINGFIELD • MT. CARMEL
www.hlrengineering.com





1 inch = 2,000 feet

0 500 1,000 2,000

Feet



Project Area

Special Waste

- ◆ Leaking UST
- ★ Voluntary Site Remediation
- Active Landfills
- Federal Brownfields
- ★ RCRA (State GIS)
- CERCLA (State GIS)
- Oil and Gas Pipelines
- SQG, LQG, CESQG
- TSD RCRA

- Other RCRA
- ★ Superfund NPL
- Superfund (NON-NPL)
- Potential Contamination
- Municipal Solid Waste Landfill
- Landfill In Post Closure
- Landfill Certified Post Closure
- ★ Landfill In Voluntary Sites Program
- ▼ Landfill In State Sites Program
- Landfill Unknown Status
- Determined HARGIS Properties
- National Register Districts

Figure 4

Maple Park Village

Special Waste Map

Scale: 1:24,000

Hampton, Lenzini and Renwick, Inc.

Civil & Structural Engineers • Land Surveyors • Environmental Specialists

ELGIN • CRYSTAL LAKE • SPRINGFIELD • MT. CARMEL

www.hlrengineering.com



BOL, IEPA, DPWS, USGS, US Census, IDOT

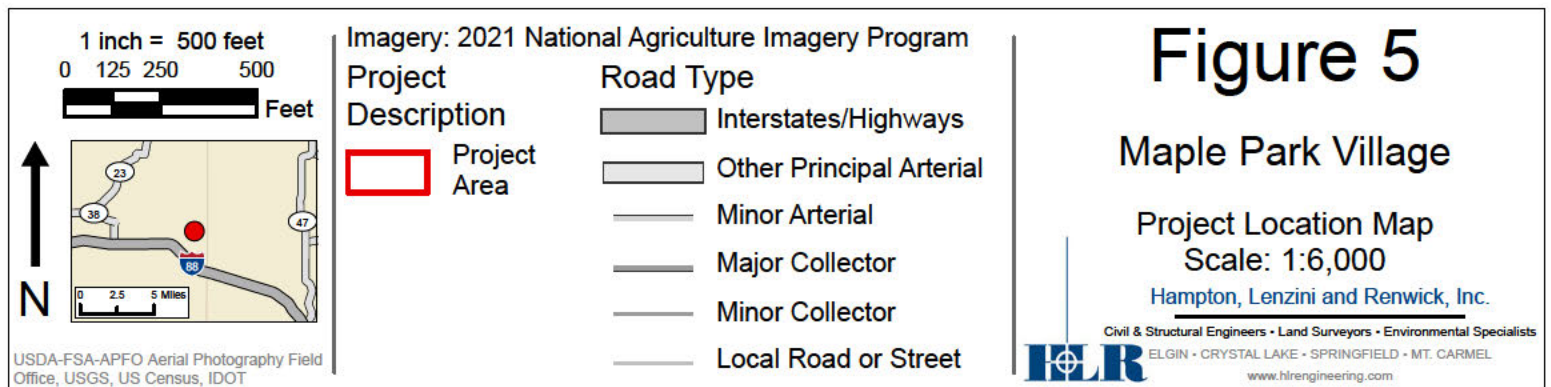
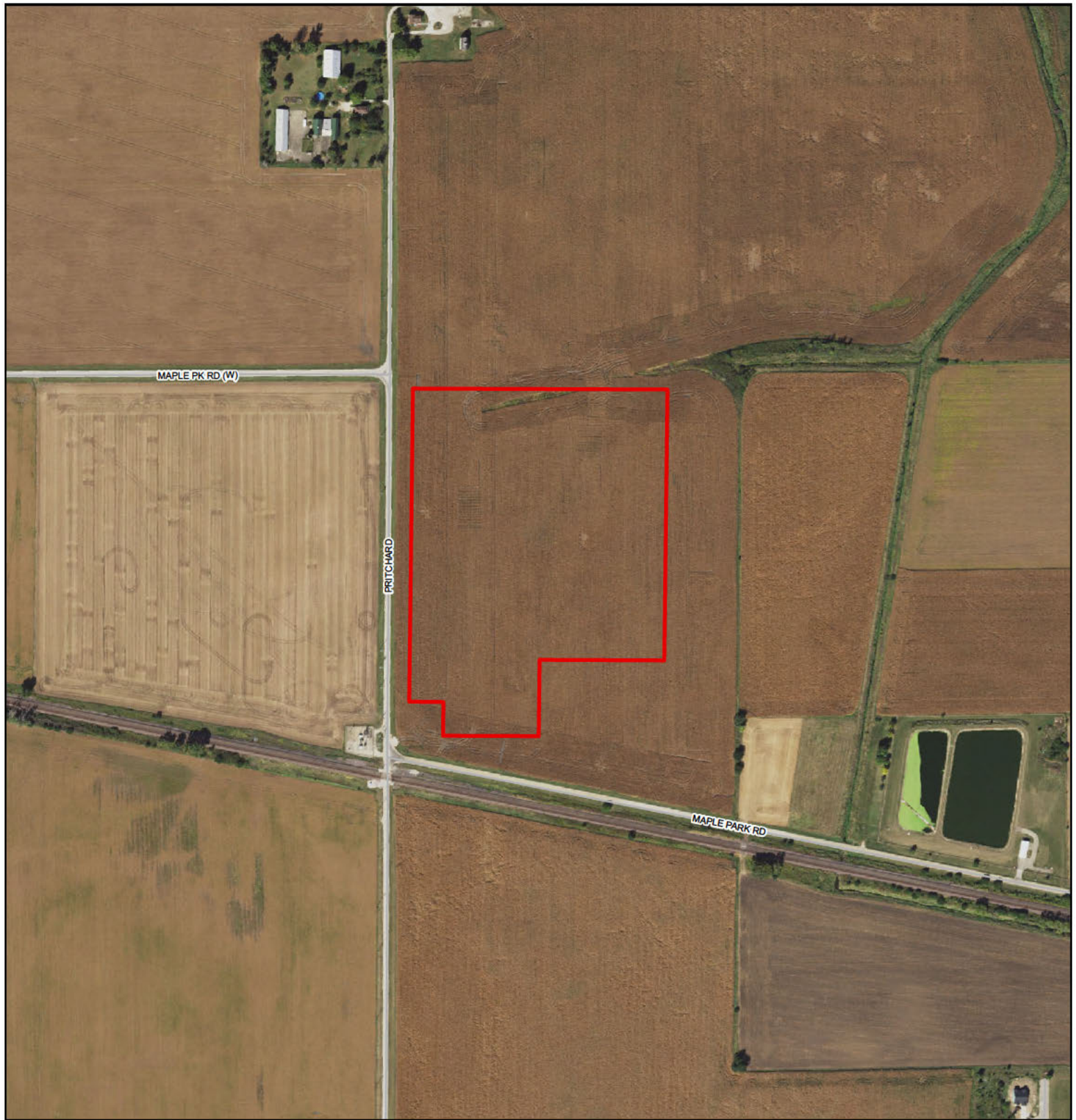




Exhibit F

EcoCAT Report

Applicant: BAP Power Corporation DBA Cenergy Power
Contact: Scott Ahn
Address: 3176 Lionshead Ave
2nd Floor
Carlsbad, CA 92010

IDNR Project Number: 2312388
Date: 03/27/2023

Project: Maple Park
Address: Near Maple Park Rd and Pritchard Rd, Cortland Township

Description: We are looking to build a 7.7MWdc/ 5MWac Community Solar project with 2.5MWac battery storage as part of the Adjustable Block Program.

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.

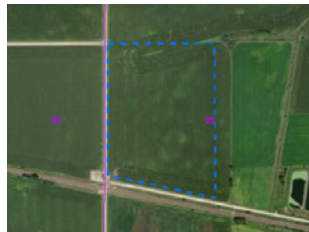
Consultation is terminated. This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented 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: DeKalb

Township, Range, Section:
40N, 5E, 25



IL Department of Natural Resources

Contact

Kyle Burkwald
217-785-5500
Division of Ecosystems & Environment

Government Jurisdiction

Village of Maple Park
Cheryl Aldridge
302 Willow Street
Maple Park, Illinois 60151

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.

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.



EcoCAT Receipt

Project Code 2312388

APPLICANT	DATE
BAP Power Corporation DBA Cenergy Power Scott Ahn 3176 Lionshead Ave 2nd Floor Carlsbad, CA 92010	3/27/2023

DESCRIPTION	FEE	CONVENIENCE FEE	TOTAL PAID
EcoCAT Consultation	\$ 125.00	\$ 2.81	\$ 127.81
		TOTAL PAID	\$ 127.81

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



Exhibit G

Decommissioning Plan

Proposed Decommissioning Surety Memorandum

Introduction

BAP Power Corporation has prepared this Decommissioning Plan ("Plan") for the Maple Park Photovoltaic Facility ("Facility") to be constructed on undeveloped land owned by Sergei Kravetz, located near Maple Park Road and Pritchard Road in the Village of Maple Park. This Plan was prepared to fulfill the requirements of the local bylaws and zoning ordinances and assumes that the Facility will be constructed in accordance with permits and conditions issued by the Village of Maple Park, Illinois.

Facility Description

The proposed solar system Facility will consist of a new approximately **4.98 Megawatt MW (AC)** capacity solar power-generating operation and **2.49 Megawatt MW (AC)** battery storage system secured within a fence surrounding the solar panels and equipment and accessed via a locked gate. The Facility will include the following site features:

- An approximately up to 26-acre array of photovoltaic (PV) modules (panels) and mounting system;
- Battery Energy Storage System;
- Screw driven piles supporting the photovoltaic modules;
- Up to (2) transformers;
- Underground conduit;
- A seven (7)-foot security fence;
- Underground conduit and wires;
- Up to six (6) aboveground wooden utility poles;
- Overhead wires; and,
- A gravel access road.

Decommissioning Plan

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

Dismantlement, Demolition, and Disposal or Recycle

A significant amount of the components of the photovoltaic system at the Facility will include recyclable or re-saleable components, including copper, aluminum, galvanized steel, and modules. Due to their re-sale monetary value, these components will be dismantled and disassembled rather than being demolished and disposed of.

Following coordination with the Commonwealth Edison power company ("ComEd")

regarding timing and required procedures for disconnecting the Facility from the private utility, all electrical connections to the system will be disconnected and all connections will be tested locally to confirm that no electric current is running through them before proceeding. All electrical connections to the panels will be cut at the panel and then removed from their framework by cutting or dismantling the connections to the supports. Each panel will be individually lifted from its support (likely using a small crane and synthetic rigging straps), wrapped in sheet plastic and taped before being removed. They will then be stacked and cushioned on pallets, plastic wrapped, and transferred to a flat-bed truck for transfer to the purchaser or recycler. The exterior glass of the solar panels is commercial-grade and tempered, designed to significantly reduce a complete fracture. However, in the event of a total fracture, the interior materials are silicon-based and are not considered to be hazardous materials. Disposal of these materials at a landfill will be permissible.

The PV mounting system framework will be dismantled and recycled. The metal screw piles will be removed from their approximated depth of eight feet and recycled for salvage value.

Finally, all associated structures will be demolished and removed from the site for recycling or disposal as required by the Village of Maple Park. This will include the site fence and gates, which will likely be reclaimed or recycled. Grade slabs will be broken and removed to a depth of one foot below grade, and clean concrete will be crushed and disposed of off-site or recycled (reused either on- or off-site).

Sanitary facilities will be provided on-site for the workers conducting the decommissioning of the Facility.

Aboveground utility poles owned by BAP Power Corporation will be completely removed and disposed of off-site in accordance with utility best practices. Overhead wires will be removed from the area of the solar modules and terminated at the utility-owned utility poles. The access road will remain in place and ComEd will be responsible for dismantling those overhead wires and poles under its ownership. Coordination with ComEd personnel will be conducted to facilitate ComEd's removal of their aboveground poles and overhead wires located on the site.

A final site walkthrough will be conducted to remove debris and/or trash generated within the site during the decommissioning process and will include removal and proper disposal of any debris that may have been wind-blown to areas outside the immediate footprint of the facility being removed.

Site Stabilization

Before decommissioning begins and dismantling commences, proper erosion and sediment

control measures will be installed as necessary. Once the equipment has been removed, the project site will be restored to a similar state as its pre-construction condition. The land may be seeded with a low-growing species to stabilize soil conditions. The gravel access road from the property owner's driveway, including the portion within the perimeter fence surrounding the photovoltaic modules, will remain intact and shall not be removed unless requested by the property owner.

Permitting Requirements

Given the size and location of the Facility, several approvals are required prior to initiation of ground-disturbing activity. Table 1 provides a summary of the expected approvals if the decommissioning were to take place in April, 2023. Noting, however, that because the decommissioning is expected to occur at a later date, the permitting requirements listed in the table below will be reviewed and updated based on current local, state, and federal regulations at the time.

Schedule and Cost

The decommissioning process is estimated to take approximately six to eight (6-8) weeks (but no longer than six (6) months) and is intended to occur outside of the winter season.

Table 1. Current Permitting Requirements for Decommissioning

Permit	Agency	Threshold/Trigger
National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges from Construction Activity if applicable	U.S. Environmental Protection Agency	Ground disturbance of greater than 1 acre with discharge to wetlands or water bodies. Requires preparation of a Stormwater Pollution Prevention Plan, including erosion and sedimentation controls.
Non-Ministerial Permit if applicable	Village of Maple Park Planning and Zoning Board	Anticipated decommissioning requirements listed in the [Non-ministerial permit if applicable] conditions of approval.
Building Permit if applicable	Village of Maple Park Building Department	A building permit is required to construct the facility. A building permit must also be obtained for any construction, alteration, repair, demolition, or change to the use or occupancy of a building.

Permitting Requirement Assumptions:

1. The access road will remain in place throughout the Facility.
2. All ground disturbance, including temporary laydown areas will obtain the appropriate approval from the Village of Maple Park and the State of Illinois, if required.

Surety Proposal/ Decommissioning Cost Estimate

Consistent with the approach it has taken in surrounding communities, BAP Power Corporation proposes to provide a decommissioning surety bond, to be posted prior to the beginning of operations (COD) and the final Maple Park Certificate of Compliance, in the amount of **\$105,000**, for decommissioning in the unlikely event that BAP Power Corporation is unable to meet its contractual obligations for solar project removal and restoration.

In developing the decommissioning surety bond, BAP Power Corporation collected decommissioning cost data based on the assumption of recycling the solar modules, racking and associated project components as raw materials. In addition to the decommissioning cost, a 5% contingency and allowance for associated legal costs was included.

Below is a summary of the analysis:

Project Size (Megawatts AC)	5 MW (AC)
<u>Decommissioning Cost – No Salvage Value</u>	
Decommissioning (AC)	\$20,000 /MW
3% Contingency	\$600 /MW
2% Legal Services Estimate	\$400 /MW
Total Decommissioning Cost, No Salvage Value	<u>\$21,000 /MW</u>
Proposed Total Decommissioning Cost for the approximately 5 MW AC Facility	<u>\$105,000</u>
Proposed Decommissioning Bond Amount for the Maple Park Solar Project	<u>\$105,000</u>

Pat Lunardon sent this message on Thursday, May 18, 2023 at 10:15am.

From PZC Commissioner Pat Lunardon:

I was on Airport Road when I saw some homeowners outside that are in front of the solar farm that I was talking about on Airport and Bethany. The only complaint they had was the view. It's an unincorporated Sycamore that's her mailing address is Sycamore. This solar farm is right behind their property so when they look out their kitchen window, this is what they get to see. The owners of the solar farm planted trees, but half of them if not more died and they have not been back to do any replacing of those trees. The other issue is that property is lower than their property lot. So they would have to put in some pretty tall trees to hide it from their view. but they have no other complaints. There's no sound that disturbs them, So I'm thinking we make sure that the property is fenced in enough to avoid any view problem. This couple have lived in their house for I believe they said like 30~35 years. They know their neighbors and they could safely say that that's the only complaint any of them have is the view.





Pat Lunardon sent this message on Monday, May 22, 2023 at 10:15am.

From PZC Commissioner Pat Lunardon:

"It's Sunday morning and I am on Airport Road and I stopped at another house. The address on this one is 22889 Airport Rd. He confirmed that the solar panels do not cause any noise issue. Like the other party that I spoke to it's the visual problem. There is really no solution for this particular project because the land where the houses are located is higher than the land that the panels rest on. There is a fence, but it is not a solid fence and you can see the panels. Pine trees have been planted, but many of the small pines have died. There hasn't been any one coming to replace them so far. The homeowner who I spoke to said that early in the set up the panels did jam, and there was a humming noise from that but once that was fixed, there hasn't been another noise issue. So I think the only thing we need to be concerned about is the maintenance of the property. I can get the address on the first property if you need that. Just let me know."



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MEMORANDUM

TO: Village President and Board of Trustees

FROM: Village Administrator Cheryl Aldridge

DATE: June 15, 2023

SUBJECT: ORDINANCE REVIEW

BACKGROUND

The Village Board has determined that it is in the best interest of the Village for the Board to review and consider amending village code Title 6, Chapter 2 Animal Control, Livestock and Poultry (6-2-9). The suggested discussion for this ordinance is the highlighted portion on page 4 of Livestock and Poultry (6-2-9).

RECOMMENDATION

That the Village Board review village code Title 6, Chapter 2 Animal Control, Livestock and Poultry (6-2-9) and determine if any changes should be made.

Attachment

Maple Park Village Code - Title 6, Chapter 2, Section 9: Livestock and Poultry

CHAPTER 2

ANIMAL CONTROL

SECTION:

6-2-1: Title

6-2-2: Rules And Definitions

6-2-3: Vaccination

6-2-4: Animal Related Businesses

6-2-5: Control Of Animals; Prohibited Acts

6-2-6: Cruelty And Poisoning

6-2-7: Running At Large

6-2-8: Vicious Animals

6-2-9: Livestock And Poultry

6-2-10: Excrement Removal Required

6-2-11: Animal Bites; Procedure

6-2-12: Killing Dangerous Animals

6-2-13: Exotic And Dangerous Animals

6-2-14: Hunting

6-2-15: Impoundment And Redemption Procedures

6-2-16: Penalties And Enforcement

6-2-1: TITLE:

This chapter shall be known and cited as the *MAPLE PARK ANIMAL CONTROL ORDINANCE*. (1982 Code § 6-01)

6-2-2: RULES AND DEFINITIONS:

For the purpose of this chapter, certain words and terms are hereby defined. Words used in the present tense shall include the future; the singular number shall include the plural and the plural the singular; and the word "shall" is mandatory and not directory.

Whenever in this chapter the following terms are used, they shall have the meanings respectively ascribed to them in this section:

BITING: Seizing with the teeth or jaws or scratching by the teeth or nails or wounding or piercing the skin and includes contact of saliva with any break or abrasion of the skin.

CAT: All members of the feline family. Cat of licensing age shall mean any cat which has attained the age of four (4) months.

DOG: All members of the canine family. Dog of licensing age shall mean any dog which has attained the age of four (4) months.

HOSPITAL: Any establishment under the supervision of a licensed veterinarian where animals are taken for treatment of disease, boarding, surgery, shots, treatment of injury, cremations, baths, grooming, haircuts, pedicure or training.

KENNEL: Any establishment or premises where more than three (3) dogs or three (3) cats or any combination thereof over four (4) months of age are boarded or kept for any purpose whatsoever, with the exception of regularly established veterinary hospitals, pet shops, pounds or shelters.

OFFICER: The police officer or anyone specifically designated by the Village Board to enforce this chapter.

OTHER ANIMALS: Any male or female domesticated or wild animal other than dogs or cats.

OWNER: Any person having a right of property in a dog, cat, or other animal who keeps or harbors a cat, or dog, or other animal or has it in his care or acts as its custodian or who knowingly permits a dog, cat, or other animal to remain on or about any premises occupied by him.

PET SHOP: Any room or group of rooms, cage or pen, not part of a kennel, pound, shelter or veterinary hospital wherein dogs, cats or other animals are kept or displayed for sale.

PET SHOP OWNER: Any person who sells, offers to sell, exchanges or offers for adoption, with or without charge or donation, dogs, cats, or other animals; provided, that a person who sells only dogs or cats that he has produced or raised shall not be considered a pet shop operator hereunder; and further provided, that a person who sells only dogs or cats that he has owned for a period of ninety (90) days or longer shall not be considered a pet shop operator hereunder.

POLICE OFFICER: A police officer of the Village of Maple Park or the State of Illinois.

POUND: An enclosure established for the confinement of dogs, cats or other animals under the provisions of this chapter.

SHELTER: Any establishment where dogs, cats, or other animals are received, housed, and distributed with or without charge.

STRAY ANIMALS: Those animals which are running at large within the public way or on private property other than that of the owners or keepers of such animals.

VACCINATION: The injection subcutaneously or otherwise as approved by the Illinois Department of Agriculture of antirabies vaccine approved by the Illinois Department of Agriculture for the prevention of rabies.

VICIOUS: The propensity to do any act that might endanger the safety of any person or property of another including, but not limited to, a disposition to mischief or fierceness as might lead to attack on human beings, other animals on public or private property without provocation, whether in play, anger or outbreak of untrained nature.

VILLAGE: The Village of Maple Park, Illinois.

VILLAGE BOARD: The Board of Trustees of the Village of Maple Park. (1982 Code § 6-01; amd. 2004 Code)

6-2-3: VACCINATION:

A. Registration: Every dog or cat within the Village of Maple Park will need to be registered with the County in which they live. Proof of vaccination will be required.

B. Vaccination Required; Immunization Periods:

1. All dogs or cats four (4) months of age and older shall be vaccinated against rabies with an approved rabies vaccine.

2. Animals required to be inoculated against rabies as specified in this chapter shall be revaccinated

within the time period specified for the particular vaccine used, except as provided above in regard to dogs under one year of age. The certificate of vaccinations issued shall specify the duration of immunity.

C. Limits: Each residence is limited to no more than three (3) animals total.

Nothing in this section shall be construed as to exempt any dog from having a current rabies vaccination. (Ord. 2018-02, 2-6-2018)

6-2-4: ANIMAL RELATED BUSINESSES:

A. Animal related businesses shall be the subject of a special use permit recommended by the Planning Commission, and approved by the Maple Park Board of Trustees. (Ord. 2017-23, 12-5-2017)

6-2-5: CONTROL OF ANIMALS; PROHIBITED ACTS:

It shall be unlawful:

A. Entering Bodies Of Water: To permit any animal, whether licensed or not, to enter any public body of water, pond, fountain, or stream. (1982 Code § 6-12)

B. Entering Food Establishments: To permit any animal to enter any place where food is stored, prepared, served or sold to the public, or any other public building or hall; provided however, this section shall not apply to any blind or hearing impaired person using a trained seeing eye or hearing dog, to veterinary offices or hospitals, or to animal shows or exhibitions where at least twenty four (24) hours' advance notice has been given to the proper Village officer. (1982 Code § 6-12; amd. 2004 Code)

C. Trespassing: To permit any animal to trespass on private or public property without the consent of the property owners.

D. Chasing Vehicles: To permit any dog to chase, run after or jump at vehicles using the public street.

E. Growling Or Threatening Persons On Public Ways: To permit any dog to habitually snap, growl, snarl, jump upon or otherwise threaten persons lawfully using any common thoroughfare, sidewalk, passageway, bypath, play area, park, or any place where people congregate or walk.

F. Barking, Disturbing Noises: To permit any dog, cat, or other animal to howl, yelp, whine, or meow or bark or make noise in such a manner as to disturb any person or neighborhood.

G. Cruelty: To cruelly treat any animal in the village in any way. See also section 6-2-6 of this chapter.

H. Sanitary Premises: To allow any place where any animal is or may be kept to become unclean or unsanitary. (1982 Code § 6-12)

6-2-6: CRUELTY AND POISONING:

A. Injuring Or Killing; Pain And Suffering: It shall be unlawful for any person wilfully and cruelly to injure or kill any animal by any mode or means causing it unnecessary fright or pain, and it shall further be unlawful for any person, by neglect or otherwise, to cause or allow any animal to endure pain, suffering, or injury or to fail or neglect to aid or attempt alleviation of any pain, suffering or injury so caused to any animal.

B. Poisoning: It shall be unlawful for any person to lay out or expose any kind of poison or to leave exposed any poison, poisoned food or poisoned drink for animals or fowl on the premises of another, or in any unenclosed place, or to aid to abet any person in so doing. (1982 Code § 6-04)

6-2-7: RUNNING AT LARGE:

It shall be unlawful to permit any dog or other animal, whether licensed or not, to run at large within the village.

A. Dogs And Other Animals: A dog or other animal, except cats, shall be deemed to be running at large when off the premises of its owner, or not on a leash, tether, chain, rope, or the like, held by its owner or other person able to control such dog or other animal.

B. Cats: Cats shall be deemed running at large when not on premises of owner or if owner is not within

immediate vicinity of the animal when the cat is off premises. (Ord. 2015-14, 9-1-2015)

6-2-8: VICIOUS ANIMALS:

It shall be unlawful:

A. Vicious Propensities: To keep, harbor, or maintain any vicious animal or animal with vicious propensities in a manner which may or does endanger the safety of persons or property off his premises or lawfully on his premises. (1982 Code § 6-12)

B. Confining: To own, harbor, keep, or be in charge of any dog, cat, or other animal which has been declared vicious by the police authorities or to permit such dog, cat or other animal to be upon a public street or highway, or upon any premises other than those of the person owning such dog, cat or other animal or those of a person who has given permission to said owner to keep or harbor such dog, cat or other animal on his premises unless such dog, cat or other animal wears a muzzle securely fastened about its mouth in such a manner that it cannot bite and is on a leash, tether, chain, rope, or the like, the overall length of which, including the handgrip, shall not exceed six feet (6') held and controlled by its owner or other person able to control such dog, cat or other animal and while on the premises of the owner, shall not be allowed to come in contact with any person who is not a member of the immediate household. (1982 Code § 6-12; amd. 2004 Code)

6-2-9: LIVESTOCK AND POULTRY:

It shall be unlawful to harbor or keep, any live horse, cattle, swine, sheep, or goat, or to raise any chickens, rabbits or other fowl anywhere in the village, unless otherwise permitted in the village zoning regulations ¹. (1982 Code § 6-12; amd. 2004 Code)

Notes

- ¹ 1. See also section 11-5-2 of this code.

6-2-10: EXCREMENT REMOVAL REQUIRED:

It shall be unlawful to harbor or be in the charge of any dog, cat, or other animal, or cause, suffer, or allow such dog, cat, or other animal to soil, defile, defecate on or commit any nuisance on any common thoroughfare, sidewalk or upon any public property whatsoever, or upon any private property without the permission of the owner of said property unless: (1982 Code § 6-12)

A. The person who so curbs such dog, cat, or other animal, shall immediately remove all feces deposited by such dog, cat, or other animal by any sanitary method.

B. The feces removed shall be disposed of by the person owning, harboring, keeping, or in charge of any dog, cat or other animal curbed in accordance with the provisions of this chapter, in a sanitary manner. (1982 Code § 6-12; amd. 2004 Code)

6-2-11: ANIMAL BITES; PROCEDURE:

A. Report Required: It shall be a violation to fail to report animal bites. (1982 Code § 6-12)

B. Notice To Village; Confining Of Animal:

1. Whenever any dog, cat, or other animal bites a person, the owner of said dog, cat, or other animal shall immediately notify the police department who shall order the dog, cat, or other animal to be held on the owner's premises, if vaccinated, or shall have it confined and observed in a veterinary hospital, if not vaccinated, for a period of ten (10) days. (1982 Code § 6-12; amd. 2004 Code)

2. The dog, cat or other animal shall be examined by the officer immediately after it has bitten anyone and again on the fifth day and at the end of the ten (10) day period.

C. Release From Quarantine; Payment Of Fees: If at the end of the ten (10) day period of observation a

veterinarian is convinced that the dog, cat, or other animal is free from rabies, he shall order the dog, cat or other animal released from quarantine. The owner of said dog, cat or other animal shall be responsible for all fees and charges incurred to meet the requirements of this section. (1982 Code § 6-12)

6-2-12: KILLING DANGEROUS ANIMALS:

The members of the police department, or other authorized person may kill any dangerous animal of any kind when it is necessary for the immediate protection of any person or property. The entire brain of all such animals shall be submitted to a recognized laboratory for rabies examination. (1982 Code § 6-12; amd. 2004 Code)

6-2-13: EXOTIC AND DANGEROUS ANIMALS:

All exotic and dangerous animals are prohibited.

A. Prohibited Animals: No person shall own, keep or harbor within the village:

1. Any snake, reptile, animal, or lizard which is physically capable of injuring any person, regardless of age, by bite, poison, constriction, or other means.
2. Any lion, tiger, cougar, jaguar, panther, bobcat, mountain lion, lynx, ocelot, leopard, or other similar feline animal which, when full grown, normally attains a weight in excess of forty (40) pounds; or any cross breed thereof.
3. Any wolf, coyote, jackal, fox, or wild dog; or any dog cross bred with such an animal.
4. Any bear.
5. Any rodent weighing more than one pound, with the exception of guinea pigs and rabbits.
6. Any noncanine animal not native to the North American continent and which, when full grown, normally attains a weight in excess of two hundred (200) pounds.

B. Nuisance Declared: Any animal, snake, reptile, lizard, rodent, or other creature covered by subsection A of this section is hereby declared a public nuisance which may be abated in accordance with this chapter.

C. Exceptions: This section shall not apply to properly zoned and constructed zoos, animal shelters, animal hospitals, kennels, pounds, pet stores and schools. (1982 Code § 6-12)

6-2-14: HUNTING:

It shall be unlawful for any person to engage in killing any animal other than as prescribed by law in the village. (1982 Code § 9-24)

6-2-15: IMPOUNDMENT AND REDEMPTION PROCEDURES:

A. Impoundment For Violation: Any dog, cat, or other animal doing any of the acts prohibited in this chapter is hereby declared to be a public nuisance and such animal may be seized and impounded as provided herein.

B. Enforcement; Notice: The police department is authorized to enforce the provisions of this chapter by impounding any animal found in violation hereof. After such animal is impounded, the police department shall as soon as possible timely notify by letter or telephone the person to whom the license was issued that said animal has been impounded and may be claimed.

C. Duration; Disposition When Unclaimed: Any animal impounded pursuant to this section shall be held for the owner up to seven (7) days. In case any animal is not claimed, it shall be humanely destroyed or otherwise disposed of, provided that none of said animals shall be used for experimental purposes.

D. Interference With Enforcement Official: It shall be unlawful for any person to hinder, molest or interfere with anyone authorized or empowered to perform any duty required by this chapter.

E. Unlawful Removal Or Attachment Of License Tag: No person except an officer in the performance of his duties under this chapter shall remove a license tag from the collar of any dog or cat without the consent

of the owner, nor shall any person attach a license tag to a dog or cat for which it is not issued.

F. Reclamation Of Animals; Fees: Any dog, cat or other animal impounded pursuant to the provisions of this section may be claimed upon payment of the redemption fee.

G. Impounding Wild Animals: Wild animals shall be impounded for a ten (10) day period of observation whether or not they have been vaccinated against rabies. In the event that it is necessary to destroy a wild animal before it can be impounded for the required ten (10) days, the brain shall be preserved and sent to a recognized laboratory for rabies examination.

H. Nonliability Of Village: In carrying out the enforcement provisions of this chapter, no member of the police department or other authorized person shall be held responsible for any accident or disease that may happen to any dog, cat or other animal. (1982 Code § 6-20; amd. 2004 Code)

I. Notify Owner Of Impoundment; Citation Issuance:

1. In the event that any dog or cat seized for running at large wears a collar or harness having inscribed thereon and attached thereto the name and address of any person, or a license tag identifying the owner or person keeping or harboring said cat or dog or any other animal, the police department shall forthwith serve on the person whose name or address is given on the collar or is determined from the dog or cat license records of the village, a citation in writing stating that the dog, cat or other animal has been seized and will be liable to be disposed of or destroyed if not claimed within seven (7) days after service of the citation. (1982 Code § 6-24; amd. 2004 Code)

2. A citation under this section may be served either by delivering it to the person on whom it is to be served or by leaving it at a person's usual or last known place of abode or at the address given on the collar of the animal impounded or by forwarding it by certified letter addressed to that person at his usual or last known place of abode or to the address given on the collar. (1982 Code § 6-24)

6-2-16: PENALTIES AND ENFORCEMENT:

A. Penalties Imposed: Any person, firm, or corporation violating any provision of this chapter shall be fined fifty dollars (\$50.00) for any such first offense, one hundred dollars (\$100.00) for the second such violation, and one hundred fifty dollars (\$150.00) for the third and subsequent violations within a one year period. Any person accused of a first offense of violation of this chapter may settle and compromise the claim against him or her for such violation by entering a plea of guilty on the official citation charging the offense and paying to the village the sum of fifty dollars (\$50.00) within forty eight (48) hours from the time such offense was committed.

B. Abatement Of Public Nuisance: Any vicious dog, cat or other animal constituting a public nuisance as provided in this chapter shall be abated, destroyed or removed from the village by the owner or by the police department upon receipt of certified copies of the judgment and sentence showing three (3) citations and convictions of an owner for violations of sections 6-2-8 and 6-2-13 of this chapter, and no finding was entered by the court showing that the owner will be able to provide restraints to protect the public. The police department shall notify and direct the owner of said dog, cat or other animal to abate, destroy or remove the same from the village within ninety six (96) hours from the date of notice. If such dog, cat or other animal is found to be within the confines of the village after ninety six (96) hours have elapsed from the date of notice, said dog, cat or other animal shall be destroyed or removed by the police department. (1982 Code § 6-28; amd. 2004 Code)



Village of Maple Park

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MEMORANDUM

TO: Village President and Board of Trustees

FROM: Village Administrator Cheryl Aldridge

DATE: June 15, 2023

SUBJECT: ORDINANCE REVIEW

BACKGROUND

The Village Board has determined that it is in the best interest of the Village for the Board to review and consider amending village code Title 8, Chapter 3 Driveways, Gravel Furnished By Village (8-3-5). The suggested discussion for this ordinance is the highlighted portion on pages 1 and 2 of Gravel Furnished By Village (8-3-5).

RECOMMENDATION

That the Village Board review village code Title 8, Chapter 3 Driveways, Gravel Furnished By Village (8-3-5) and determine if any changes should be made.

Attachment

Maple Park Village Code - Title 8, Chapter 3, Section 5: Gravel furnished by Village

CHAPTER 3

DRIVEWAYS

SECTION:

8-3-1: Permit Required; Fee

8-3-2: Grade Surfaces

8-3-3: Specifications

8-3-4: Repair

8-3-5: Gravel Furnished By Village

8-3-6: Penalty

8-3-1: PERMIT REQUIRED; FEE:

A. Permit Required: No person, firm or corporation shall construct a driveway for vehicles or animals across any sidewalk in the village without first having obtained a permit therefor.

B. Application For Permit: Application for such permit shall be made to the village clerk and shall be accompanied by the fee required. (1982 Code § 12-08)

C. Fee: The fee for all such construction permits shall be twenty five dollars (\$25.00).

D. Issuance: No permit for construction of a driveway for commercial use, or for the habitual use of other than the owner or occupant of the premises served, shall be issued except upon the order of the village board of trustees. (1982 Code § 12-08; amd. 2004 Code)

8-3-2: GRADE SURFACES:

A. Depression Or Obstruction: No driveway shall be so constructed or graded as to leave a step, sharp depression or other obstruction on the sidewalk.

B. Match Adjoining Sidewalk: The grade shall be as nearly as possible the same as that of the adjoining sidewalk.

C. Level, Hazard Free Surface: It shall be unlawful to have the surface finish of any driveway where the same crosses the sidewalk constructed of such materials as to render it slippery or hazardous to pedestrians, or to have the grade of such portion vary from the grade of the sidewalk, or be other than level. (1982 Code § 12-08)

8-3-3: SPECIFICATIONS:

Driveways across sidewalks shall be constructed in compliance with specifications adopted by the board of trustees. (1982 Code § 12-08)

8-3-4: REPAIR:

It shall be the duty of the person maintaining the driveway to keep the same in good repair where it crosses the sidewalk, and free from obstructions and openings. (1982 Code § 12-08)

8-3-5: GRAVEL FURNISHED BY VILLAGE:

A. Service By Village: The village of Maple Park will undertake, at its expense, the service of hauling no. 8 CHE roadrock to publicly owned property in the village located in residential and business districts to be used by the property owner to repair and improve existing gravel driveways located in said district.

B. Specifications Of Gravel; Source: The gravel to be furnished by the village shall be no. 8 CHE roadrock to be obtained by the village at a source of its own choosing.

C. Delivery Only: Said gravel shall not be spread or graded by the village; instead, the village's sole obligation will be to haul said gravel and deliver it to the property location and there dump it on the existing gravel driveway.

D. Reimbursement To Village By Property Owner:

1. The property owner shall be obligated to reimburse the village for the cost billed the village for said gravel, which cost shall be billed by the village directly to the property owner.

2. Payment of said bill shall be made by the property owner concurrently with the delivery of said gravel to the property owner's property, provided a bill is then available; otherwise said bill shall be paid by the property owner within fourteen (14) days of the bill's date.

3. To any such bill not paid when due shall be added a twenty five dollar (\$25.00) penalty for each month the bill remains unpaid after its due date.

4. Any time after the due date of said bill, the village shall have the right to file a mechanic/materialsman lien, and/or any other lien as may be allowed by law, against the property to which the gravel was delivered.

5. The property owner shall pay all expenses incurred by the village, including reasonable attorney fees, for the prosecution and filing of any such lien and any and all expenses, including reasonable attorney fees, incurred by the village by reason of having to collect the amount owed or foreclosing any such lien. (Ord. 1991-05, 6-3-1991)

8-3-6: PENALTY:

Any person, firm or corporation violating any provision of this chapter shall be fined not less than fifty dollars (\$50.00) nor more than seven hundred fifty dollars (\$750.00) for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues. (1982 Code § 12-08; amd. Ord. 1996-01, 1-2-1996; 2004 Code)