Champaign County
Department of
PLANNING &
ZONING

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www.co.champaign.il.us/zoning

CASE 177-S-25

PRELIMINARY MEMORANDUM
October 9 2025

Petitioner: **Somer Township Solar 1 LLC, c/o New Leaf Energy, via agent Tom Ryan, and participating landowner James Heimburger Trustee**

Request: **Authorize a Community PV Solar Farm with a total nameplate capacity of 4.99 megawatts (MW), including access roads and wiring, in the AG-2 Agriculture Zoning District, and including the following waivers of standard conditions:**

Part A: A waiver for locating the PV Solar Farm less than one and one-half miles from an incorporated municipality with a zoning ordinance per Section 6.1.5 B.(2)a.(a).

Part B: A waiver for not entering into a Roadway Upgrade and Maintenance Agreement or waiver therefrom with the relevant local highway authority prior to consideration of the Special Use Permit by the Zoning Board of Appeals, per Section 6.1.5 G.(1).

Location: **The subject property is approximately 27.68 acres lying north of East Ford Harris Road West of North Lincoln Avenue and east of the Canadian National Rail line with PIN 25-15-20-300-006, described as The South Third of that part of the Southwest Quarter of Section 20, Township 20 North, Range 9 East of the Third Principal Meridian, situated in Somer Township in Champaign County, Illinois, lying East of the Center Line of the Illinois Central Gulf Railroad, now Canadian National Railroad, being tax parcel 25-15-20-300-006 containing 27.68 acres, commonly known as farmland owned by James M. Heimburger Trust.**

Site Area: **27.68 acres**

Time Schedule for Development: **As soon as possible**

Prepared by: **Charlie Campo,** Zoning Officer
John Hall, Zoning Administrator
Trevor Partin, Associate Planner

BACKGROUND

The petitioner applied for a Special Use Permit to construct a 4.99 (MW) Community Photovoltaic (PV) Solar Farm on a 27.68-acre site on the north side of E. Ford Harris Road and west side of N. Lincoln Ave. in Somer Township. The petitioners request waivers from standard conditions for the Special Use Permit. A PV Solar Farm requires approval by the County Board after recommendations are made by the ZBA and Environment and Land Use Committee.

REQUESTED WAIVERS

Waiver Part A is for locating the PV Solar Farm less than one and one-half miles from an incorporated municipality per 6.1.5 B.(2)a. The subject property is within one-half mile of the City of Urbana, a municipality with zoning. Zoned municipalities do not have protest rights in Special Use Permit cases. Notice was sent by the Department to the City of Urbana. A copy of the Special Use permit application was provided to the City. A public hearing for a PV Solar Farm within one and one-half miles of a municipality with zoning shall occur at a minimum of two Board meetings no less than 28 days apart unless the requirement is waived by the relevant municipality.

Waiver Part B is for not entering into a Roadway Upgrade and Maintenance Agreement with the relevant local highway authority prior to consideration of the Special Use Permit by the ZBA, per Section 6.1.5 G. The site plan is under review by the Somer Township Highway Commissioner; however, a Roadway Upgrade and Maintenance Agreement has not been completed. A Special Condition has been added and states that a Roadway Upgrade and Maintenance Agreement signed by relevant County, township, and/or municipal authorities and approved by the Environment and Land Use Committee, shall be submitted at the time of application for a Zoning Use Permit.

MUNICIPAL JURISDICTION

The subject property is approximately one mile from the City of Urbana. The City of Urbana Comprehensive Plan Future Land Use Map calls for "Agricultural" development in this area. The requirement for two Board meetings has not been waived by the City of Urbana.

The subject property is located in Somer Township, which does not have a Plan Commission. Townships with Plan Commissions have protest rights on a variance and are notified of such cases.

FUNDAMENTAL CONSIDERATIONS

The application includes numerous details and reports that create an overall picture for the proposed solar farm. P&Z Staff provide a short summary below, and additional information can be found in the petitioner's submittals.

Separation distances
The solar farm meets or exceeds most required separation distances except for the instance for which the petitioner has requested a waiver. The proposed solar farm is approximately one mile from the City of Urbana. The inverter locations shown on the site plan are approximately 240 ft. from the perimeter fence. The ordinance requires specific approval for inverter locations that are less than 275 ft. from the perimeter fence. The closest dwelling is over 1700 ft. away. The proposed solar farm appears to meet all other required separation distances from adjacent properties and roadways.

Noise results
Noise levels from the 20 proposed solar inverters are a primary concern. The inverters are centrally located within the project site. A noise analysis was prepared by Christopher B. Burke Engineering Ltd. and received with the application on August 22, 2025. Information received from the applicant states that "Noise levels will remain below applicable standards." The proposed noise levels at the property line should be less than allowed by the Illinois Pollution Control Board numerical limits. The projected noise levels seem to be consistent with other projects. The noise analysis used a rural ambient background noise level of 45 dBA as determined by the Ontario Ministry of Agriculture.

This background noise level is consistent with noise levels identified in noise studies from other solar projects.

Landscaped Screening
Landscaped screening is required for any areas of the solar farm that are within 1,000 feet of a dwelling or residential district. The nearest dwelling is approximately 600 feet away and is owned by the subject property owner. A waiver to the requirement for visual screening signed by the property owner is required.

Vegetation Management and Weed Control
The petitioners have not submitted a Vegetation Management and Weed Control Plan. A plan that details how the vegetation will be managed inside the solar farm fence and outside the fence to the property lines should be submitted prior to Special Use Permit approval.

Drainage & Tile
The petitioners submitted an Existing Agricultural Drain Tile Probability Survey prepared by Huddleston McBride, received August 22, 2025, which shows the potential location of existing drain tiles on project site. Application states that existing drain tiles and overall drainage patters will not be affected.

Most requirements regarding drainage would occur during the construction permitting process, and a special condition has been added to ensure compliance with the requirements.

Decommissioning Plan
A Decommissioning Estimate for the proposed solar farm was received with the application on August 22, 2025. A Decommissioning Plan signed by an Illinois Licensed Professional Engineer that complies with Section 6 of the Zoning Ordinance should be submitted prior to Special Use Permit Approval. A special condition has been added to require a signed Decommissioning and Site Reclamation Plan that has been approved by the Environment and Land Use Committee is required at the time of application for a Zoning Use Permit that complies with Section 6.1.1 A. and Section 6.1.5 Q. of the Zoning Ordinance, including a decommissioning cost estimate prepared by an Illinois Professional Engineer. The Decommissioning Estimate does not mention the proposed method of financial assurance so it is assumed to be a letter of credit that complies with Section 6.1.5 Q.

Interconnection Agreement
The petitioners submitted an Interconnection Agreement with Ameren for connection to the Ameren electric distribution system. Confirmation of Ameren's receipt of the agreement should be submitted prior to Special Use Permit approval.

Disturbance to Best Prime Farmland
The Petitioner has submitted a signed Agricultural Impact Mitigation Agreement that details methods to preserve and restore the land during construction, operation and decommissioning of the solar farm. The Petitioner has submitted Landscape Plan identifying the seed mix of plants to be used on the site.

EXISTING LAND USE AND ZONING

Table 1. Land Use and Zoning Summary

Direction	Land Use	Zoning
Onsite	Agriculture	AG-2 Agriculture
North	Agriculture	AG-2 Agriculture
East	Residential/Agriculture	AG-2 Agriculture
West	Railroad/Agriculture	AG-2 Agriculture
South	Agriculture	AG-2 Agriculture

PROPOSED SPECIAL CONDITIONS

A. **The approved site plan consists of the following documents:**

- **Sheets T-1.0 and C-1.0 through C-6.0 Bid Plan Set received August 22, 2025.**

The special condition stated above is required to ensure the following:

The constructed PV SOLAR FARM is consistent with the special use permit approval.

B. **The Zoning Administrator shall not authorize a Zoning Use Permit Application or issue a Zoning Compliance Certificate on the subject property until the lighting specifications in Paragraph 6.1.2.A. of the Zoning Ordinance have been met.**

The special condition stated above is required to ensure the following:

That exterior lighting for the proposed Special Use meets the requirements established for Special Uses in the Zoning Ordinance.

C. **The Zoning Administrator shall not issue a Zoning Compliance Certificate for the proposed PV SOLAR FARM until the petitioner has demonstrated that the proposed Special Use complies with the Illinois Accessibility Code, if necessary.**

The special condition stated above is necessary to ensure the following:

That the proposed Special Use meets applicable state requirements for accessibility.

D. **A signed Decommissioning and Site Reclamation Plan that has been approved by Environment and Land Use Committee is required at the time of application for a Zoning Use Permit that complies with Section 6.1.1 A. and Section 6.1.5 Q. of the Zoning Ordinance, including a decommissioning cost estimate prepared by an Illinois Professional Engineer.**

The special condition stated above is required to ensure the following:

That the Special Use Permit complies with Ordinance requirements and as authorized by waiver.

E. **Roadway Upgrade and Maintenance Agreements signed by the County Highway Engineer Champaign Township Highway Commissioner and any other relevant highway jurisdiction, and approved by the Environment and Land Use Committee, or a waiver therefrom, shall be submitted at the time of application for a Zoning Use Permit.**

The special condition stated above is required to ensure the following:

To ensure full compliance with the intent of the Zoning Ordinance in a timely manner that meets the needs of the applicant.

F. **Underground drainage tile shall be investigated and identified with any necessary changes made to the solar array as follows:**

1. **A qualified Drain Tile Contractor with experience in Illinois shall be employed to investigate, repair, and install any underground drain tile.**

2. **Desktop mapping and field reconnaissance shall identify all areas where drain tile are expected to be located based on soils, topographic elevations, ground surface channels and/or depressions, wetlands, natural drainage ingress and egress locations, and knowledge of current owners and/or current farmers.**

3. **Slit trenching shall be used to investigate the presence of mutual drainage tiles that serve upland areas under different ownership. All existing drain tiles encountered shall be logged on field mapping and repaired to the original state according to Illinois Department of Agriculture Impact Mitigation Agreement (AIMA) standards.**

4. **Drain tile routes shall be located by surface probing or electronic detection and field staked at 20 feet intervals.**

5. **All existing drain tile that are found shall be located in the field using GPS location systems and recorded on as-built plans. Record mapping shall be completed according to typical civil engineering mapping and AIMA standards.**

6. **Any tile found shall be protected from disturbance.**

7. **All mutual drain tiles shall be protected from construction disturbance and a 40-feet wide no construction area shall be centered on all mutual drain tiles.**

8. **A Drain Tile Investigation Survey including a map of all identified drain tile and a revised site plan to reflect any changes to the layout of the solar array shall be submitted to the Zoning Administrator prior to Zoning Use Permit Approval**

9. **Future access shall be guaranteed for maintenance of all mutual drain tiles.**

The special condition stated above is required to ensure the following:

The identification and protection of existing underground drainage tile and to allow ongoing maintenance of mutual drain tiles.

G. **The following submittals are required prior to the approval of any Zoning Use Permit for a PV SOLAR FARM:**

1. **Documentation of the solar module's unlimited 10-year warranty and the 25-year limited power warranty.**

2. **An irrevocable letter of credit (or surety bond, if a waiver is received) to be drawn upon a federally insured financial institution with a minimum acceptable long term corporate debt (credit) rating of the proposed financial institution shall be a rating of "A" by S&P or a rating of "A2" by Moody's within 200 miles of Urbana or reasonable anticipated travel costs shall be added to the amount of the letter of credit.**

3. **A permanent soil erosion and sedimentation plan for the PV SOLAR FARM including any access road that conforms to the relevant Natural Resources Conservation Service guidelines and that is prepared by an Illinois Licensed Professional Engineer**.

4. **Documentation regarding the seed to be used for the pollinator planting, per 6.1.5 F.(9).**

5. **A Transportation Impact Analysis provided by the applicant that is mutually acceptable to the Applicant and the County Engineer and State's Attorney; or Township Highway Commissioner; or municipality where relevant, as required by 6.1.5 G. 2.**

6. **The telephone number for the complaint hotline required by 6.1.5 S.**

7. **Any updates to the approved Site Plan from Case 175-S-25 per the Site Plan requirements provided in Section 6.1.5 U.1.c.**

The special condition stated above is required to ensure the following:

That the PV SOLAR FARM is constructed consistent with the Special Use Permit approval and in compliance with the Ordinance requirements.

H. **A Zoning Compliance Certificate shall be required for the PV SOLAR FARM prior to going into commercial production of energy. Approval of a Zoning Compliance Certificate shall require the following:**

1. **An as-built site plan of the PV SOLAR FARM including structures, property lines (including identification of adjoining properties), as-built separations, public access road and turnout locations, substation(s), electrical cabling from the PV SOLAR FARM to the substations(s), and layout of all structures within the geographical boundaries of any applicable setback.**

2. **As-built documentation of all permanent soil erosion and sedimentation improvements for all PV SOLAR FARM including any access road prepared by an Illinois Licensed Professional Engineer.**

3. **An executed interconnection agreement with the appropriate electric utility as required by Section 6.1.5 B.(3)b.**

The special condition stated above is required to ensure the following:

That the PV SOLAR FARM is constructed consistent with the special use permit approval and in compliance with the Ordinance requirements.

I. **The Applicant or Owner or Operator of the PV SOLAR FARM shall comply with the following specific requirements that apply even after the PV SOLAR FARM goes into commercial operation:**

1. **Maintain the pollinator plantings and any required visual screening in perpetuity.**

2. **Cooperate with local Fire Protection District to develop the District's emergency response plan as required by 6.1.5 H.(2).**

3. **Cooperate fully with Champaign County and in resolving any noise complaints including reimbursing Champaign County any costs for the services of a qualified noise consultant pursuant to any proven violation of the I.P.C.B. noise regulations as required by 6.1.5 I.(4).**

4. **Maintain a current general liability policy as required by 6.1.5 O.**

5. **Submit annual summary of operation and maintenance reports to the Environment and Land Use Committee as required by 6.1.5 P.(1)a.**

6. **Maintain compliance with the approved Decommissioning and Site Reclamation Plan including financial assurances.**

7. **Submit to the Zoning Administrator copies of all complaints to the telephone hotline on a monthly basis and take all necessary actions to resolve all legitimate complaints as required by 6.1.5 S.**

The special condition stated above is required to ensure the following:

That future requirements are clearly identified for all successors of title, lessees, any operator and/or owner of the PV SOLAR FARM.

J. **The PV SOLAR FARM COUNTY Board SPECIAL USE Permit designation shall expire in 10 years if no Zoning Use Permit is granted.**

The special condition stated above is required to ensure the following:

The PV SOLAR FARM is constructed in compliance with the Ordinance requirements.

K. **The owners of the subject property hereby recognize and provide for the right of agricultural activities to continue on adjacent land consistent with the Right to Farm Resolution 3425.**

The special condition stated above is required to ensure the following:

Conformance with Policy 4.2.3 of the Land Resource Management Plan.

L. **The terms of approval are the requirements of the current Section 6.1.5 of the Zoning Ordinance as amended February 23, 2023.**

The special condition stated above is required to ensure the following:

That the current version of the Zoning Ordinance has been referenced.

ATTACHMENTS

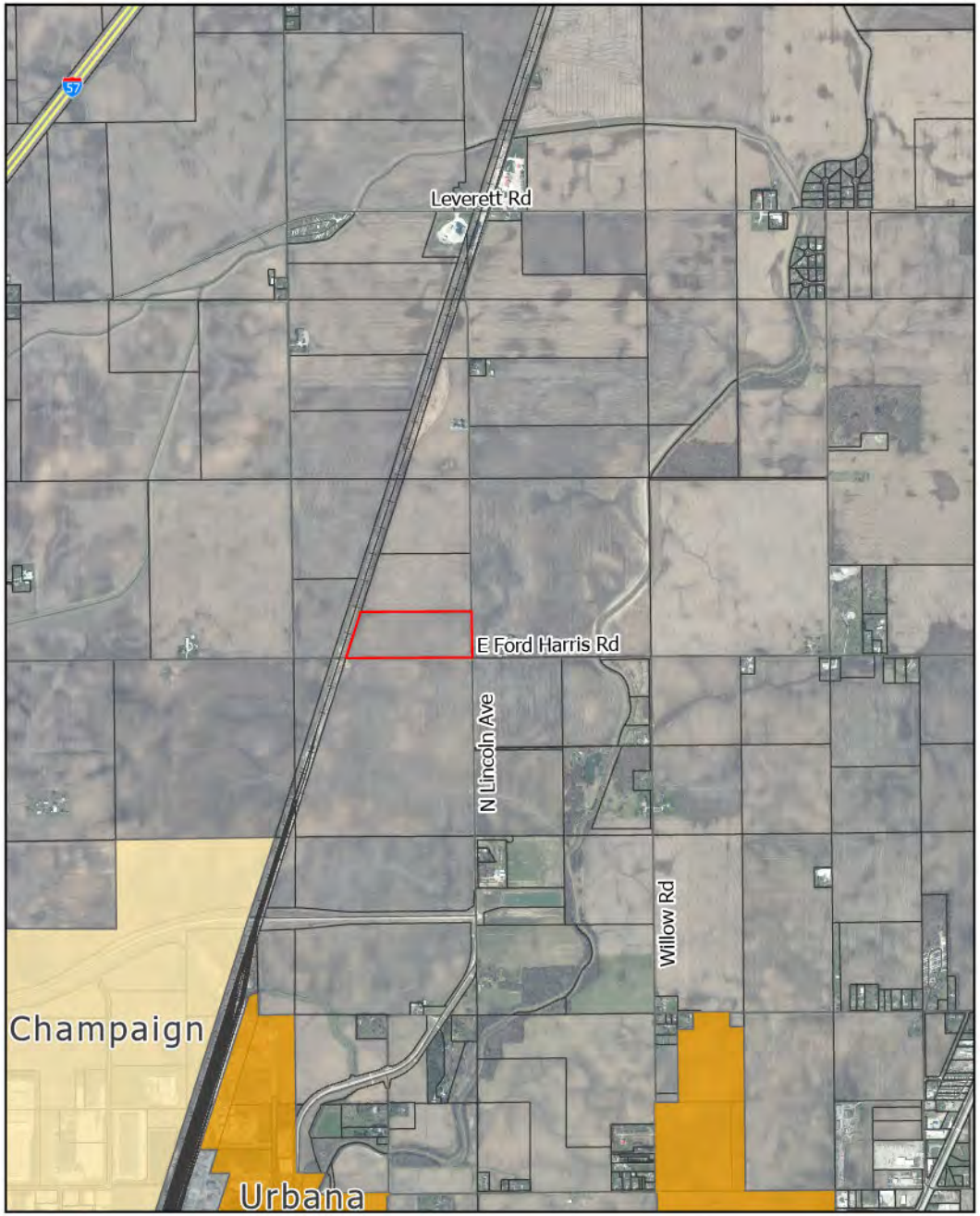
A Case Maps (Location, Land Use, Zoning)
B 2023 Annotated Aerial Photo
C Site images taken October 7, 2025
D Special Use Permit Application

Location Map

Case 177-S-25

October 16, 2025

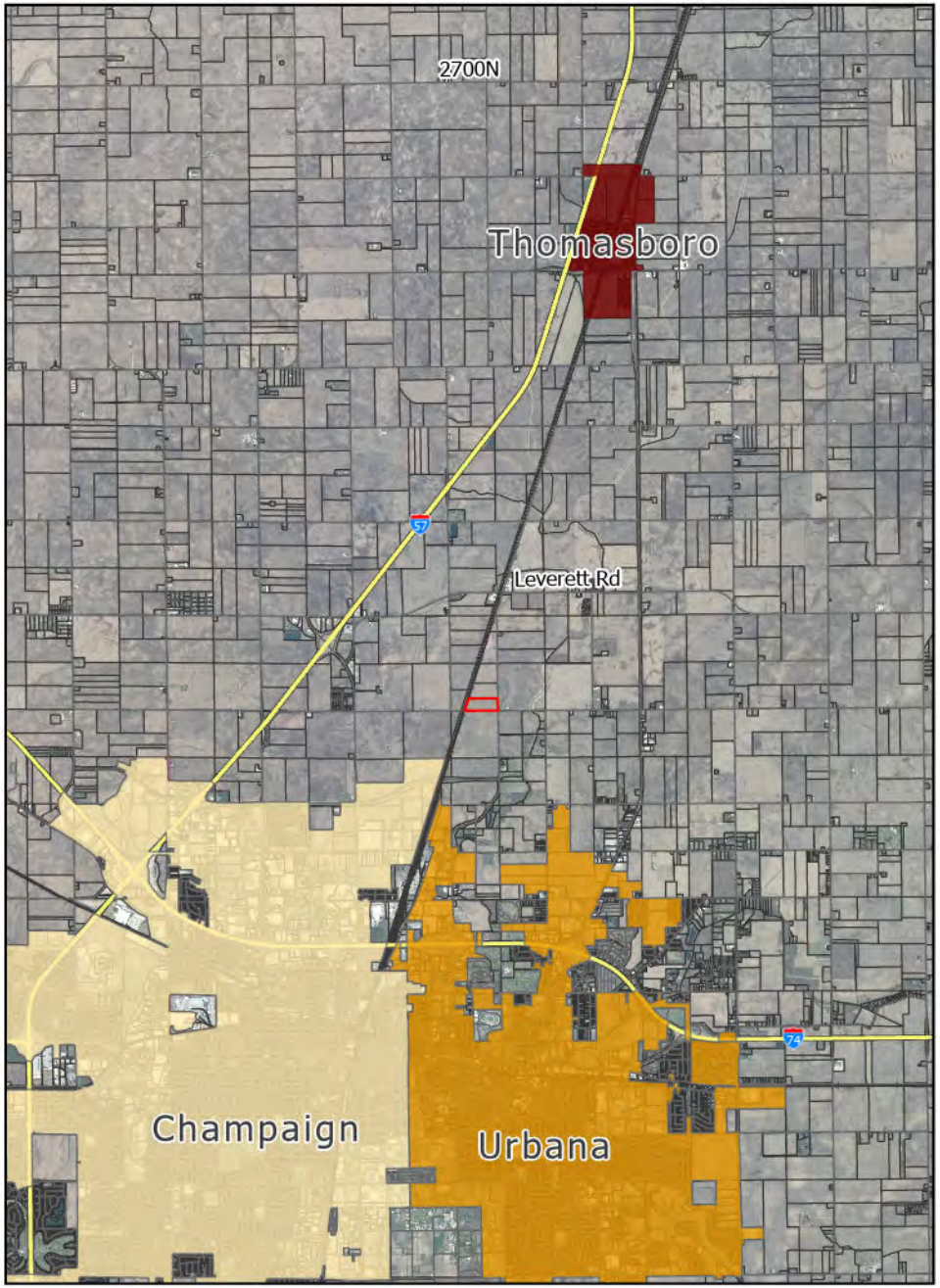
Subject Property



Subject Parcel

0 0.5 1 Miles

Property location in Champaign County



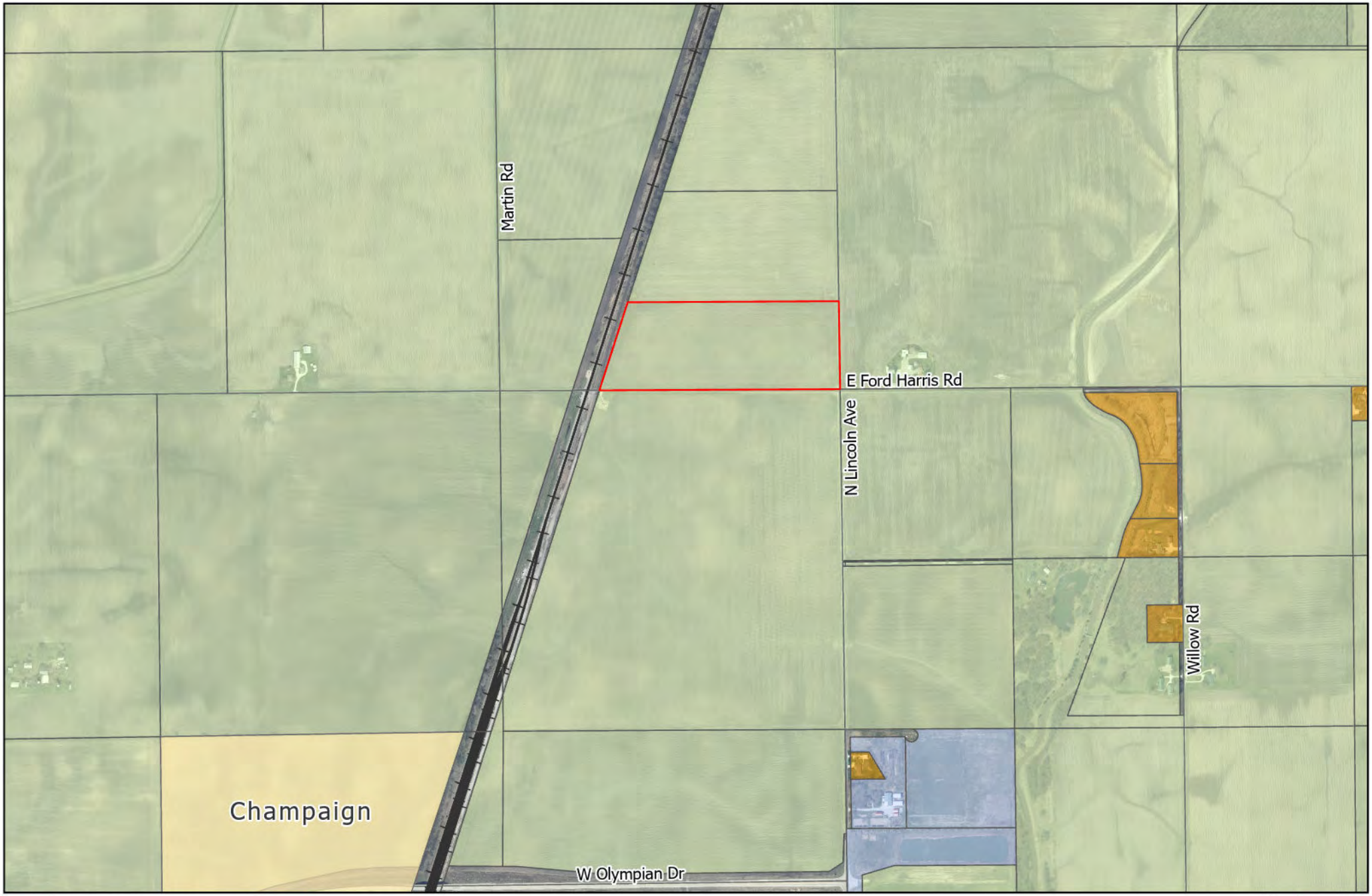
0 2 4 Miles

PLANNING & ZONING

Land Use Map

Case 177-S-25

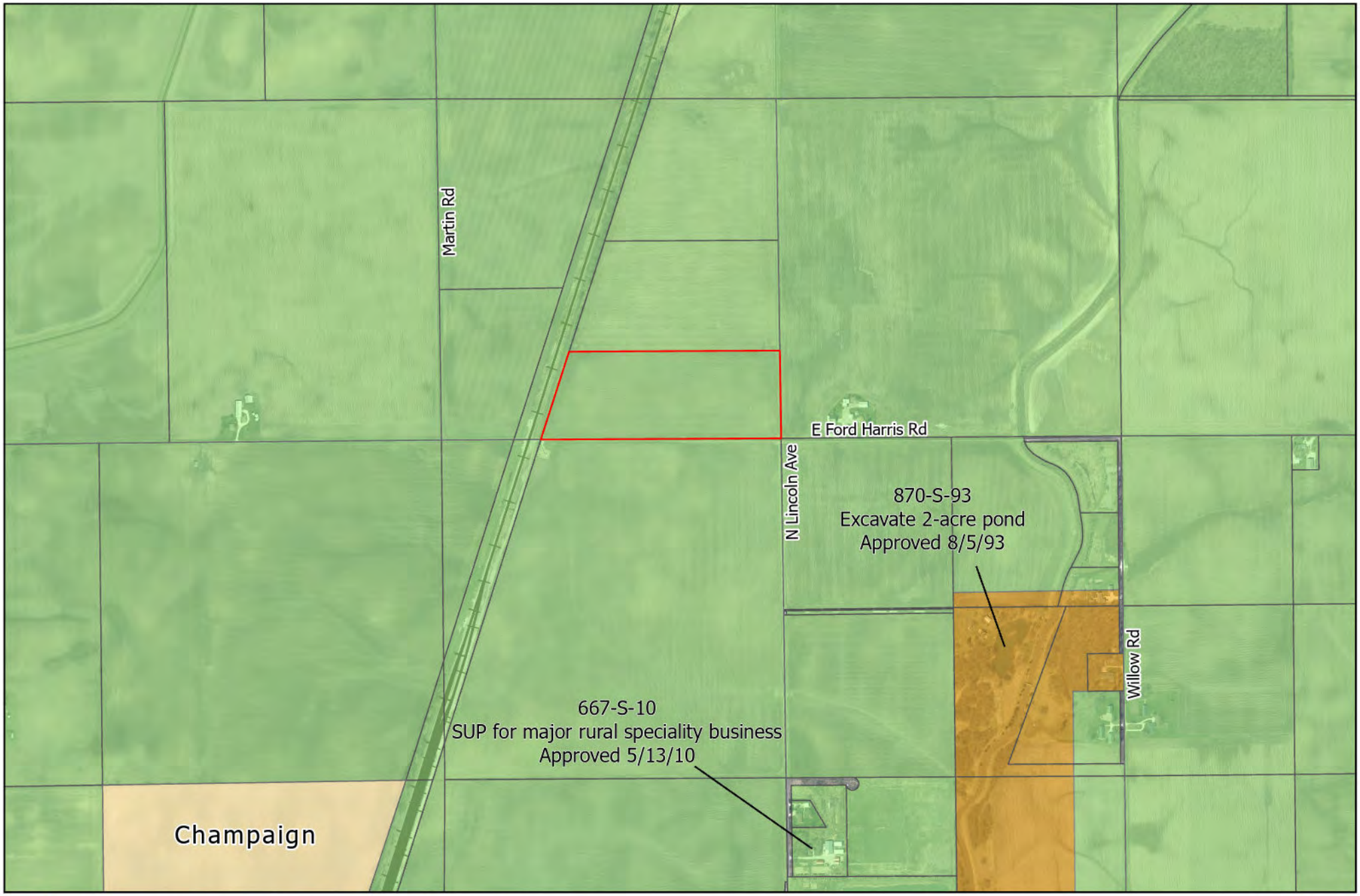
October 16, 2025



Zoning Map

Case 177-S-25

October 16, 2025



Annotated 2023 Aerial

Case 177-S-25

October 16, 2025

Subject Parcel

0 200 400 Feet

N

PLANNING & ZONING

177-S-25 Site Images

From N. Lincoln and E. Ford Harris looking northwest toward subject property

From subject property looking south along N. Lincoln Ave.

177-S-25 Site Images

From N. Lincoln Ave. looking west across subject property

From E. Ford Harris Rd looking northeast toward subject property

177-S-25 Site Images

From west side of subject property looking east along E. Ford Harris Rd.

Off East Ford Harris Rd Solar Project

4.99 MW AC Community Solar Project

Champaign County, Illinois

Special Use Permit Application

Submitted August 2025

Project Introduction

Enclosed is Somer Township Solar 1, LLC's Special Use Permit application under the Champaign County Zoning Ordinance Section 6.1.5 PHOTOVOLTAIC (PV) SOLAR FARM County BOARD SPECIAL USE Permit Zoning Ordinance Resolution No. 971 last revised February 23, 2023.

The Applicant, Somer Township Solar 1, LLC, a project company under New Leaf Energy, is a PV Solar Farm developer as defined under the Champaign County Zoning Ordinance. The Applicant's non-entity project name is "Off East Ford Harris Rd Solar Project." The Project is a proposal to develop a 4.99 MW AC community solar facility on an approximate 27.78-acre parcel of land located on the northwest corner of the intersection of East Ford Harris Road and County Road 1350 E in Champaign County, Illinois. The Subject Property is identified as Parcel ID 25-15-20-300-006 and is owned by Jim Heimburger.

The Applicant's environmental due diligence included a Phase I Environmental Site Assessment. The assessment revealed no evidence of recognized environmental conditions (RECs), controlled recognized environmental conditions (CRECs), or significant data gaps in connection with the Subject Property. No findings of environmental significance were identified.

The Illinois Department of Natural Resources (IDNR) Ecological Compliance Assessment Tool (EcoCAT) review identified protected resources in the vicinity of the Subject Property. Following evaluation, IDNR concluded that adverse effects to protected species are unlikely and terminated consultation under 17 Ill. Adm. Code Part 1075. The United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) review confirmed that no critical habitats were identified within or adjacent to the Subject Property.

A Preliminary Desktop Drainage Tile Investigation has also been completed. Existing agricultural drainage tile will be surveyed prior to construction, and any impacts will be avoided to the maximum extent practicable. Any drainage tile damaged during construction will be repaired promptly, and tile will be relocated if necessary to avoid conflict with major site features in accordance with County ordinance.

The Project will interconnect with Ameren Illinois, and an executed Interconnection Agreement has been obtained. An executed Agricultural Impact Mitigation Agreement (AIMA) is also included with this application.

Contact information for Somer Township Solar 1, LLC is set forth in the attached application materials.

Pursuant to the Champaign County Zoning Ordinance, Somer Township Solar 1, LLC respectfully requests that the Champaign County Board approve the application for a Special Use Permit for the Off East Ford Harris Rd Solar Project.

We look forward to presenting the application to Champaign County. Please contact us with any questions.

--

Tom Ryan

Sr. Project Developer I Midwest

tryan@newleafenergy.com Cell: 339.203.0148 (Central Time)

Table of Contents

Summary of Application

The Applicant, Somer Township Solar 1, LLC, is seeking approval from Champaign County for a Special Use Permit for the construction and operation of a PV Solar Farm project on parcel 25-15-20-300-006 in Somer Township, Champaign County, Illinois (the "Project Parcel") under the Champaign County Zoning Ordinance Section 6.1.5 PHOTOVOLTAIC (PV) SOLAR FARM County BOARD SPECIAL USE Permit Zoning Ordinance Resolution No. 971 last revised February 23, 2023.

Pursuant to said Ordinance for Solar Energy Facilities, the Applicant requests a Special Use Permit for the construction, operation, and maintenance of a 4.99 MW AC community solar farm, known as the Off East Ford Harris Rd Solar Project.

The Exhibits, Figures, and information contained in this Application are estimates based on desktop and field analyses performed to date. They are subject to change based on final approved layout of the solar arrays and associated facilities and ultimate procurement of the PV Solar Farm equipment.

Solar Project Description

The Applicant, Somer Township Solar 1, LLC, is proposing a 4.99 MW AC / 6.52 MW DC community solar project located on an approximately 27.78-acre parcel of land in Somer Township, Champaign County, Illinois. Access to the Project will be provided off East Ford Harris Road via gravel road (see **Exhibit A: Special Use Permit Plan Set**).

The Project will utilize approximately 11,448 VSUN 590 photovoltaic modules with an anti-glare finish, mounted in an east-west orientation on ATI single-axis trackers. The array will consist of 477 paralleled strings of 24 modules each, connected to twenty (20) Solectria XGI 1500–250 inverters. Two (2) 2500 kVA transformers will convert the system output for interconnection to the Ameren Illinois electric distribution system at 12.47 kV. Electrical specifications and details are subject to change based on final design and equipment selection. The panels will be designed with an anti-reflective coating to minimize glare and will be naturally cleaned by precipitation, requiring no daily or annual water usage for panel washing.

Transformers and other electrical equipment will be located on concrete pads. Project interconnection poles will convey electricity along utility-controlled interconnection poles to the Ameren owned electric distribution system. The facility will be secured with perimeter fencing and locked gate access, as shown in the Site Plan. All components will

comply with the current edition of the National Electric Code and will be UL-listed or meet a comparable safety standard.

Site control for the PV Solar Farm has been secured through an agreement with the landowner, Jim Heimburger. The useful life of the PV Solar Farm is expected to be approximately 40 years.

There is no mapped floodplain or floodway onsite. In addition, there is one small farmed wetland flagged in the northeast corner of the parcel (**Exhibit C: Wetland Delineation Report**), for which the U.S. Army Corps of Engineers has issued a letter of "No Permit Required" (**Exhibit K: U.S. Army Corps Consultation**). This farmed wetland will remain untouched as a result of this development.

A **Drain Tile Probability Survey (Exhibit B)** was completed to identify the likelihood of subsurface agricultural drain tile within the Project area. The survey results indicate limited potential for drain tile impacts. If any drain tile is encountered during construction, it will be repaired or replaced in coordination with the landowner to ensure continued agricultural drainage outside the Project footprint. Overall, drainage patterns across the site will remain unaffected, and stormwater impacts are expected to be negligible due to the very minimal addition of impervious surface associated with the Project.

Environmental coordination has been completed with the Illinois Department of Natural Resources (IDNR) through the **EcoCAT Consultation (Exhibit D)**. The EcoCAT review evaluated the Project's potential impacts on state-listed threatened or endangered species, Illinois Natural Areas Inventory sites, dedicated nature preserves, and other protected resources. The consultation concluded with no adverse impacts anticipated.

Similarly, consultation was completed with **the U.S. Fish and Wildlife Service (USFWS) (Exhibit E)** to evaluate potential effects to federally listed threatened and endangered species, as well as migratory birds protected under the Migratory Bird Treaty Act. The USFWS response confirmed that no federally listed species or critical habitats will be adversely affected by the Project.

A **Noise Analysis (Exhibit F)** was conducted to assess potential operational sound impacts from the inverters and transformers. The analysis demonstrated that noise levels will remain well below applicable county standards and will not result in adverse impacts to nearby residences or land uses.

The Project also complies with state agricultural requirements. An **Agricultural Impact Mitigation Agreement (AIMA) (Exhibit G)** has been executed with the Illinois Department of Agriculture. The AIMA establishes best practices to protect agricultural land during

construction, operation, and decommissioning, including requirements for soil handling, drainage tile repair, and post-construction land restoration.

As part of coordination with local jurisdictions, **Urbana Township (Exhibit H)** confirmed that it will not take jurisdiction over the Project area and has no plans for the land. In addition, **Rick Wolken, Somer Township Road Commissioner (Exhibit I)** reviewed the Project plans and confirmed he has no concerns with the proposed access location from East Ford Harris Road. Ongoing communication and coordination will be maintained as necessary with local townships, the road commissioner, emergency services, and other relevant entities throughout the life of the Project.

A **Decommissioning Estimate (Exhibit J)** has been prepared by a qualified engineer to ensure that funds will be available for the safe and responsible removal of all Project equipment and infrastructure at the end of its useful life. The estimate outlines the costs for dismantling the solar array, removing electrical equipment, and restoring the land to a condition suitable for agricultural use.

An **Interconnection Agreement with Ameren Illinois (Exhibit L)** has been executed to govern the Project's connection to the Ameren electric distribution system. The agreement establishes the technical and operational requirements for safe and reliable interconnection at 12.47 kV and ensures compliance with Ameren's standards, as well as applicable state and federal regulations. This agreement provides certainty that the Project will deliver power to the grid in a manner consistent with utility requirements and grid reliability.

Under Illinois Public Act 102-0662, commonly known as the Climate and Equitable Jobs Act ("CEJA"), the State of Illinois established incentives to support the development of community solar projects. The Off East Ford Harris Rd Solar Project is intended to qualify as a community solar project under CEJA, allowing Ameren Illinois customers — including local Champaign County residential and commercial customers — to subscribe to the facility. In this way, the Project will advance CEJA's goals of expanding access to renewable energy while contributing to Illinois' commitment to achieve 100% clean energy by 2050. In addition to providing a clean, local source of renewable energy, the Project will generate significant tax revenue and economic benefits for Champaign County.

New Leaf Energy

New Leaf Energy is a renewable energy developer committed to accelerating the transition to a world powered by clean energy. With over 20 years of experience in solar development

and a focus on energy storage since 2016, the company has established a strong presence in Illinois.

Headquartered in Lowell, Massachusetts, New Leaf Energy maintains offices in Chicago and other locations across the United States. The company has developed a diverse pipeline of renewable energy and energy storage projects, including more than 100 potential solar sites in Illinois ranging from 40 to 200 acres.

With a pipeline of 15 gigawatts of solar projects and 7 gigawatts of energy storage projects, New Leaf Energy continues to play a pivotal role in advancing Illinois's clean energy goals. As the state works toward achieving 100% clean energy by 2050, New Leaf Energy's projects are instrumental in supporting Illinois's commitment to renewable energy development.

Applicant Information

Somer Township Solar 1, LLC (a wholly owned subsidiary of New Leaf Energy)
Tom Ryan, Sr. Project Developer
180 North LaSalle Street, Suite 2825
Chicago, IL 60601
tryan@newleafenergy.com
Cell: 339.203.0148

Landowner Information

Jim Heimburger
2401 Clayton Blvd Apt 312
Champaign, IL 61822
Phone: 217.722.1025

EXHIBIT A: SPECIAL USE PERMIT PLAN SET

BID PLAN SET

SOMER TOWNSHIP SOLAR 1, LLC

Off East Ford Harris RD-Champaign,IL, CHAMPAIGN, IL 61822

6754.32 KWDC STC RATED SOLAR ELECTRIC SYSTEM

GENERAL NOTES

1. AS CONTAINED HEREIN, "CONTRACTOR" IS ASSUMED TO BE THE EPC PROVIDER HIRED BY THE SYSTEM/PROJECT OWNER.
2. WHEN THERE IS A CONFLICT BETWEEN THESE GENERAL NOTES AND THE DRAWINGS, THE DRAWINGS SHALL GOVERN.
3. ALL WORK SHALL CONFORM TO THE MINIMUM STANDARDS OF THE FOLLOWING: LOCAL BUILDING CODE, LOCAL ELECTRICAL CODE, ANY OTHER REGULATING AGENCIES WHICH HAVE AUTHORITY OVER ANY PORTION OF THE WORK AND THOSE CODES AND STANDARDS LISTED IN THESE DRAWINGS.
4. THESE DRAWINGS SHALL NOT BE USED FOR CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING A CONSTRUCTION LEVEL DESIGN AND ASSOCIATED DRAWINGS AND DETAILS.
5. COORDINATE THESE DRAWINGS WITH SPECIFICATIONS AND MANUFACTURER INSTALLATION AND OPERATION MANUALS.
6. UNLESS OTHERWISE NOTED, THE DESIGN REPRESENTED ON THESE PLANS IS BASED ON THE INFORMATION AND CRITERIA LISTED IN THE "BASIS OF DESIGN" SECTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY SUCH INFORMATION IN PREPARATION OF THE CONSTRUCTION DESIGN.
7. THE EXISTING CONDITIONS REPRESENTED ON THESE PLANS ARE BASED ON PUBLICLY AVAILABLE INFORMATION AND THE SITE DISCOVERY SUMMARIZED IN THESE DRAWINGS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE ACCURACY OF SUCH INFORMATION AND SUPPLEMENT WITH ANY ADDITIONAL REQUIRED INFORMATION.
8. UNLESS INDICATED AS EXISTING (E), ALL PROPOSED MATERIALS AND EQUIPMENT SHALL BE CONSIDERED TO BE NEW.
9. ALL EQUIPMENT AND COMPONENTS SHALL BE MOUNTED IN COMPLIANCE WITH THE MANUFACTURER'S REQUIREMENTS, CONSTRUCTION DETAILS, AND/OR PRUDENT INDUSTRY STANDARDS.
10. TO THE EXTENT THAT TREES AND OTHER FEATURES AFFECT THE SYSTEM'S PRODUCTION, SUCH PRODUCTION MODELING IS BASED ON THE EXISTING APPROXIMATE HEIGHTS AND LOCATIONS RELATIVE TO THE SYSTEM AND MAY BE IMPACTED AS TREES GROW AND OTHER FEATURES CHANGE.

PROJECT SCOPE

THIS PROJECT CONSISTS OF THE INSTALLATION OF SOLAR MODULES PER THE SYSTEM DESCRIPTION, BELOW. THE MODULES WILL BE INSTALLED ON A TRACKER MOUNTED RACKING SYSTEM. THE MODULES WILL BE WIRED IN SERIES STRINGS AND CONNECTED IN PARALLEL TO THE INVERTER(S), WHICH CONVERT THE PHOTOVOLTAIC OUTPUT POWER FROM DC TO AC. THE SOLAR ELECTRIC SYSTEM WILL BE INTERCONNECTED WITH THE EXISTING SITE ELECTRICAL SYSTEM IN ACCORDANCE WITH THE APPLICABLE ELECTRICAL CODE AND UTILITY REQUIREMENTS.

SYSTEM DESCRIPTION

SYSTEM SIZE (kWDC STC)	6,754.32	SYSTEM SIZE (kWAC)	4,990
MODULES	(11448) VSUN590N-144BMH	INVERTER(S)	(20) SOLECTRIA XGI 1500-250 (LIMITED TO 249.5KW)
STC RATING (WDC)	590	RACKING QUANTITY	(94) 1X72, (97) 1X48, (1) 1X24
MODULES PER STRING	24	AZIMUTH	180
# OF STRINGS	477	TILT ANGLE	+/-52°
RACKING	ATI DURATRACK HZ V3	ESTIMATED FOUNDATIONS	384
RACKING LEADING EDGE HEIGHT (FT)	2.0	PITCH (FT)	15.5

LOCATION MAP

AERIAL VIEW

DRAWING LIST

Sheet Number	Sheet Title
BID	
T-1.0	TITLE PAGE
CIVIL	
C-0.0	CIVIL NOTES
C-1.0	EXISTING CONDITIONS PLAN
C-2.0	LAYOUT AND MATERIALS PLAN
C-3.0	GRADING AND EROSION CONTROL PLAN
C-4.0	CIVIL DETAILS IL
C-5.0	DECOMMISSIONING PLAN
C-6.0	LANDSCAPE PLAN
ELECTRICAL	
E-0.0	ELECTRICAL NOTES
E-1.0	ELECTRICAL SITE PLAN
E-3.1	AC SINGLE LINE DIAGRAM
E-4.0	ELECTRICAL SCHEDULES

APPLICABLE CODES AND STANDARDS

2020 NATIONAL ELECTRICAL CODE
2021 INTERNATIONAL BUILDING CODE

UL-1703 - SOLAR MODULES
UL-1741 - INVERTERS, COMBINER BOXES
UL-2703 - RACKING MOUNTING SYSTEMS AND CLAMPING DEVICES FOR PV MODULES
UL-3703 - STANDARD FOR SOLAR TRACKERS

PROJECT DIRECTORY

PROJECT OWNER
SOMER TOWNSHIP SOLAR 1, LLC
55 TECHNOLOGY DR STE 102
LOWELL, MA 01851

LAND OWNER / HOST
JIM HEIMBURGER
217-722-1025
2401 CLAYTON BLVD APT 312
CHAMPAIGN, IL 61822

AUTHORITY HAVING JURISDICTION
CHAMPAIGN COUNTY
102 EAST MAIN STREET
URBANA, IL 61801

UTILITY
AMEREN

CIVIL ENGINEER
FIRM: NEW LEAF ENERGY, INC
CONTACT: KEVIN HUMAN
PHONE: 847-514-0046

DESIGN ENGINEER
FIRM: NEW LEAF ENERGY, INC.
CONTACT: BLAISE PINGREE
PHONE: (207)-808-3802

ELECTRICAL ENGINEER
FIRM: NEW LEAF ENERGY, INC.
CONTACT: AHARON WRIGHT, P.E.
PHONE: (978) 221-3081

GENERAL ABBREVIATIONS

(E)	EXISTING
AHJ	AUTHORITY HAVING JURISDICTION
AL	ALUMINUM
APPROX	APPROXIMATE
ARY	ARRAY
BLDG	BUILDING
NLE	NEW LEAF ENERGY
CL	CENTERLINE
DAS	DATA ACQUISITION SYSTEM
DIA	DIAMETER
DO	DITTO
EW	EAST-WEST
ESS	ENERGY STORAGE SYSTEM
ESU	ENERGY STORAGE UNIT
FBO	FURNISHED BY OTHERS
FF	FORWARD FACING
GALV	GALVANIZED
HDG	HOT DIP GALVANIZED
HVAC	HEATING VENTILATION AND AIR CONDITIONING
ID	INSIDE DIAMETER
MFR	MANUFACTURER
MOD	SOLAR MODULE
NS	NORTH-SOUTH
NTS	NOT TO SCALE
OAE	OR APPROVED EQUAL
OC	ON CENTER
OD	OUTSIDE DIAMETER
OFCI	OWNER FURNISHED CONTRACTOR INSTALLED
PCS	POWER CONVERSION SYSTEM
PV	PHOTOVOLTAIC
PVC	POLY VINYL CHLORIDE
SCH	SCHEDULE
SS	STAINLESS STEEL
SSS	SOLAR SUPPORT STRUCTURE
STC	STANDARD TEST CONDITIONS
TBD	TO BE DETERMINED
TP	TAMPER PROOF
TYP	TYPICAL
UON	UNLESS OTHERWISE NOTED
VIF	VERIFY IN FIELD
WP	WEATHER PROOF

REV 1.0

BASIS OF DESIGN

BOUNDARY & TOPOGRAPHIC SURVEY:
BOWMAN
JUNE 2025

WETLAND STREAM AND DELINEATION REPORT:
BURKE ENGINEERING
JULY 2025

GEOTECHNICAL REPORT:
TBD

APPLICABLE BUILDING CODE:
2021 INTERNATIONAL BUILDING CODE

RISK CATEGORY: I

WIND CRITERIA:

EXPOSURE CATEGORY: C
WIND SPEED (V): 100 MPH
TOPOGRAPHIC FACTOR (K_{zt}): 1.0

SNOW CRITERIA:
GROUND SNOW (P_g): 20 PSF
EXPOSURE FACTOR (C_e): 0.9

SEISMIC CRITERIA:
SITE CLASS: D
S_S: 0.167
S_1: 0.089
S_{DS}: 0.178
S_{D1}: 0.142

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55 TECHNOLOGY DRIVE, SUITE 102
LOWELL, MA 01851
PHONE: (800) 818-5249
FAX: (888) 678-8991
WWW.NEWLEAFENERGY.COM

NOT FOR CONSTRUCTION

BID SET
OFF EAST FORD HARRIS RD
CHAMPAIGN, IL 61822

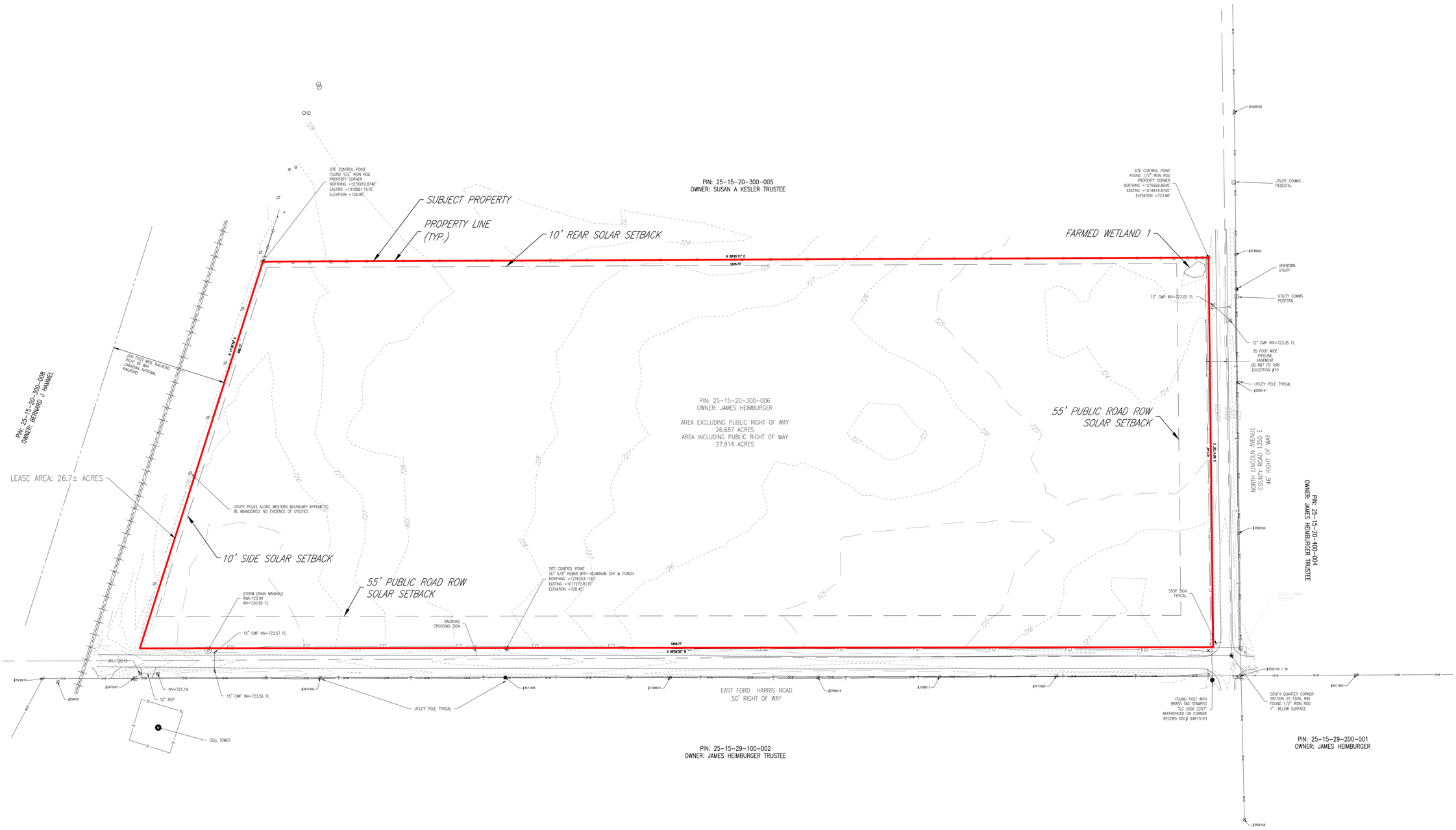
PROJECT NUMBER:
120-2596

REV	DATE	DRAWN	CHECKED	RELEASE LEVEL
0	08/08/25	BP	AW	BID SET

SCALES STATED ON DRAWINGS ARE VALID ONLY WHEN PLOTTED ARCH D 24" X 36"

T-1.0

TITLE PAGE



EXISTING CONDITIONS PLAN

SCALE: 1" = 80'

0 80' 160'

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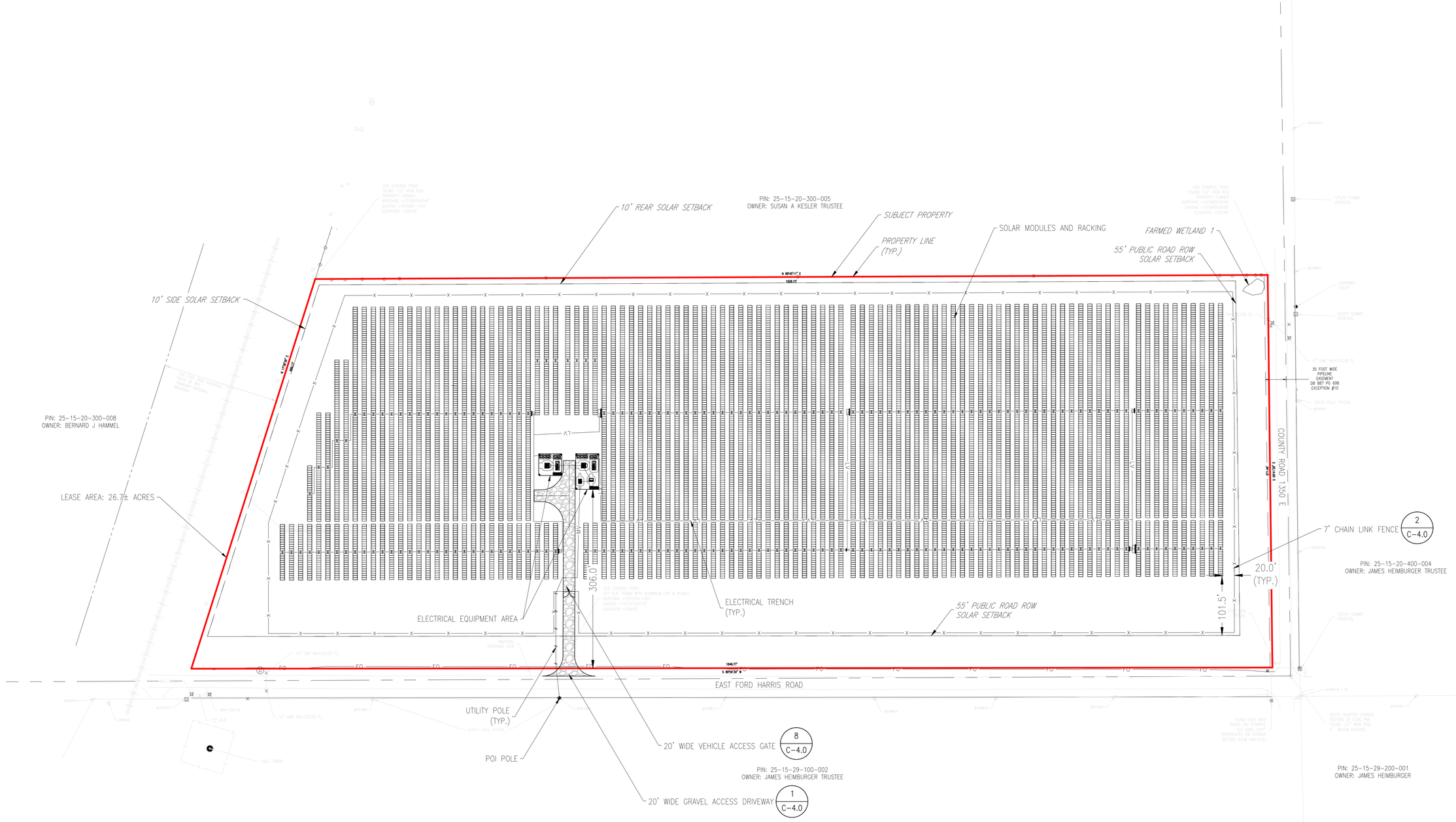
C-1.0
EXISTING CONDITIONS PLAN

\\BOX\CAD_OFF EAST FORD HARRIS ROAD - CHAMPAIGN\SUP_OFF EAST FORD HARRIS RD-CHAMPAIGN\LL_SHEETS\ C-1.0 EXISTING CONDITIONS PLAN.DWG



LAYOUT AND MATERIALS PLAN

SCALE: 1" = 80'

0 80' 160'

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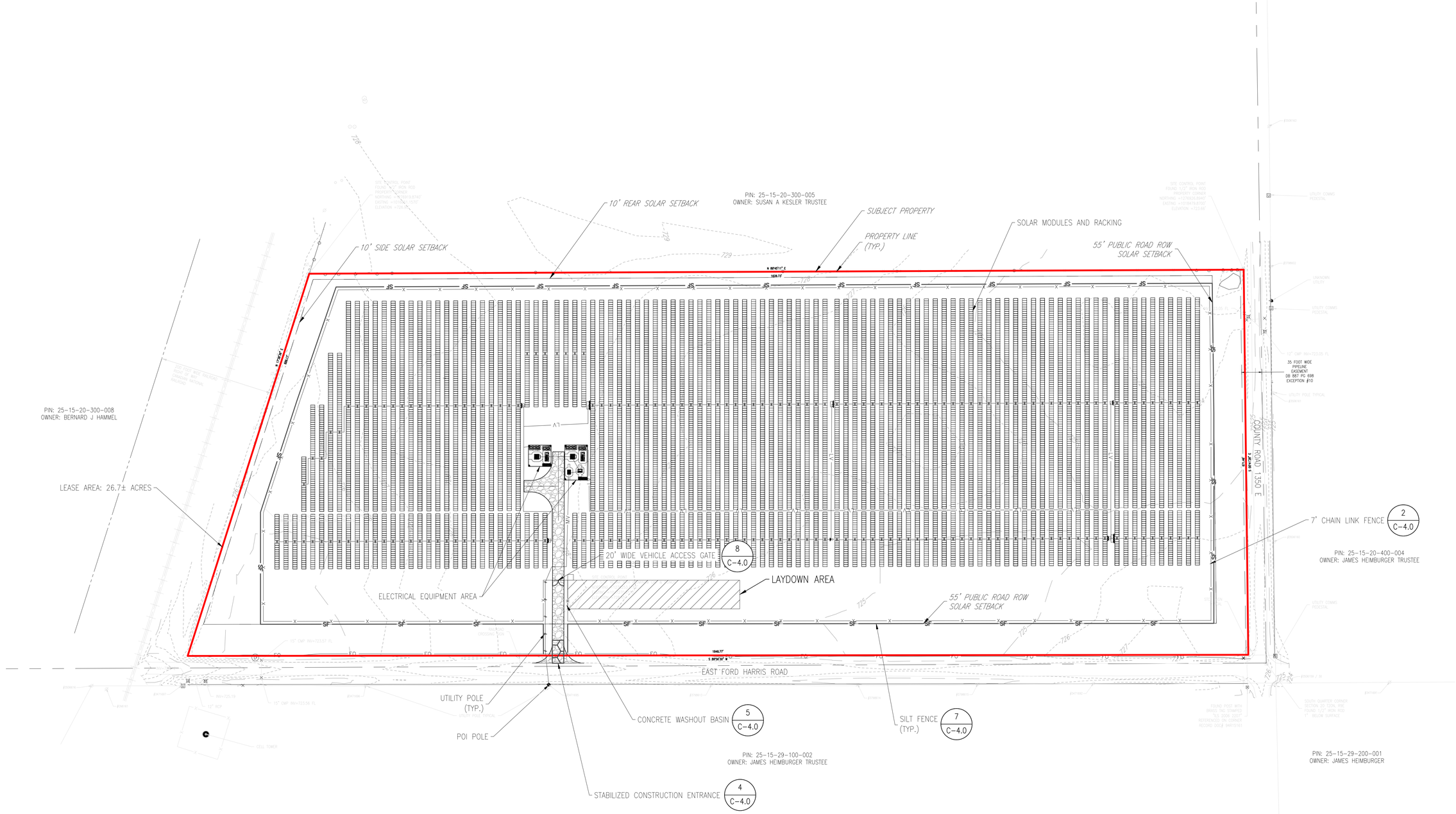
C-2.0
LAYOUT AND MATERIALS PLAN

\BOX\CAD_OFF EAST FORD HARRIS ROAD - CHAMPAIGN\SUP_OFF EAST FORD HARRIS RD-CHAMPAIGN.IL_SHEETS\ C-2.0 LAYOUT AND MATERIALS



GRADING AND EROSION CONTROL PLAN

SCALE: 1" = 80'

0 80' 160'

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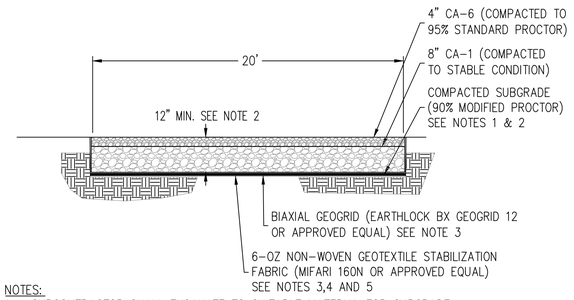
SCALES STATED ON DRAWINGS ARE VALID ONLY WHEN PLOTTED ARCH D 24" X 36"

C-3.0
GRADING AND EROSION CONTROL PLAN

\BOX\CAD_OFF EAST FORD HARRIS ROAD - CHAMPAIGN\SUP_OFF EAST FORD HARRIS RD-CHAMPAIGN.IL_SHEETS\ C-3.0 GRADING AND EROSION CONTROL PLAN.DWG

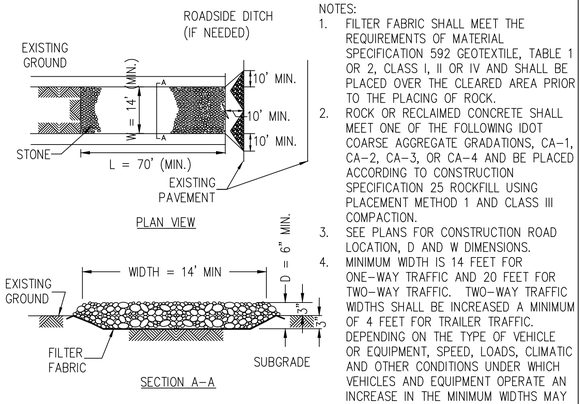


NOTES:
1. SUBCONTRACTOR SHALL EXCAVATE TO SUITABLE MATERIAL FOR SUBGRADE.
2. SUBCONTRACTOR SHALL COMPACT SUBGRADE TO PROVIDE SUITABLE SURFACE TO PLACE ROAD. REFER TO GEOTECHNICAL REPORT FOR SUBGRADE PREPERATION CRITERIA.
3. SUBCONTRACTOR SHALL FOLLOW MANUFACTURER INSTALLATION PROCEDURES.
4. WHERE OVERLAPPING OF GEOTEXTILE FABRIC IS REQUIRED, SUBCONTRACTOR SHALL OVERLAP A MINIMUM OF 24".
5. SUBCONTRACTOR SHALL REMOVE TEMPORARY CONSTRUCTION ACCESS ROADS, AND RESTORE TO PRE-CONSTRUCTION CONDITIONS TO THE SATISFACTION OF THE CEOR AND THE GOVERNING AGENCIES.

1 GRAVEL ACCESS ROAD

SCALE: NTS

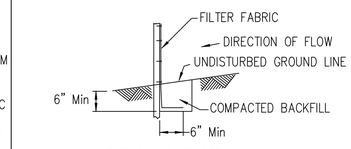
XD_CIVIL_GRAVEL_ROAD_IL 04-30-2019



NOTES:
1. FILTER FABRIC SHALL MEET THE REQUIREMENTS OF MATERIAL SPECIFICATION 592 GEOTEXTILE, TABLE 1 OR 2, CLASS I, II OR IV AND SHALL BE PLACED OVER THE CLEARED AREA PRIOR TO THE PLACING OF ROCK.
2. ROCK OR RECLAIMED CONCRETE SHALL MEET ONE OF THE FOLLOWING IDOT COARSE AGGREGATE GRADATIONS, CA-1, CA-2, CA-3, OR CA-4 AND BE PLACED ACCORDING TO CONSTRUCTION SPECIFICATION 25 ROCKFILL USING PLACEMENT METHOD 1 AND CLASS III COMPACTION.
3. SEE PLANS FOR CONSTRUCTION ROAD LOCATION, D AND W DIMENSIONS.
4. MINIMUM WIDTH IS 14 FEET FOR ONE-WAY TRAFFIC AND 20 FEET FOR TWO-WAY TRAFFIC. TWO-WAY TRAFFIC WIDTHS SHALL BE INCREASED A MINIMUM OF 4 FEET FOR TRAILER TRAFFIC. DEPENDING ON THE TYPE OF VEHICLE OR EQUIPMENT, SPEED, LOADS, CLIMATIC AND OTHER CONDITIONS UNDER WHICH VEHICLES AND EQUIPMENT OPERATE AN INCREASE IN THE MINIMUM WIDTHS MAY BE REQUIRED.
5. ROADWAY SHALL FOLLOW THE CONTOUR OF THE NATURAL TERRAIN TO THE EXTENT POSSIBLE.

4 STABILIZED CONSTRUCTION ENTRANCE

SCALE: NTS



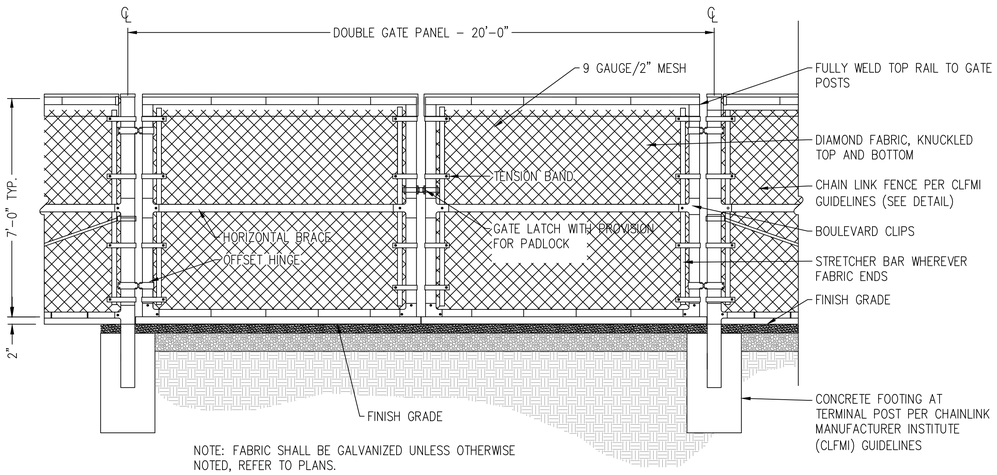
ELEVATION

FABRIC ANCHOR DETAIL

NOTES:
1. TEMPORARY SEDIMENT FENCE SHALL BE INSTALLED PRIOR TO ANY GRADING WORK IN THE AREA TO BE PROTECTED. THEY SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND REMOVED IN CONJUNCTION WITH THE FINAL GRADING AND SITE STABILIZATION.
2. FILTER FABRIC SHALL MEET THE REQUIREMENTS OF MATERIAL SPECIFICATION I 592 GEOTEXTILE TABLE 1 OR 2, CLASS WITH EQUIVALENT OPENING SIZE OF AT LEAST 30 FOR NONWOVEN AND 40 FOR WOVEN.
3. FENCE POSTS SHALL BE EITHER STANDARD STEEL POST OR WOOD POST WITH A MINIMUM CROSS-SECTIONAL AREA OF 3.0 SQ. IN.

7 SILT FENCE

SCALE: NTS

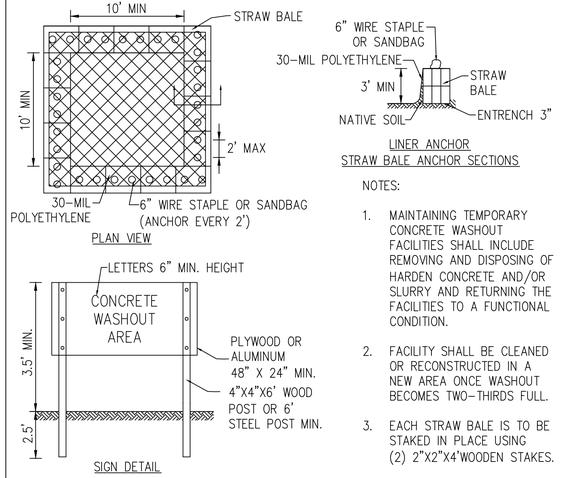


NOTE: FABRIC SHALL BE GALVANIZED UNLESS OTHERWISE NOTED, REFER TO PLANS.

8 VEHICLE GATE

SCALE: NTS

XD_CIVIL_FENCE_VEHICLE GATE_7' OR 8' 07-25-2017



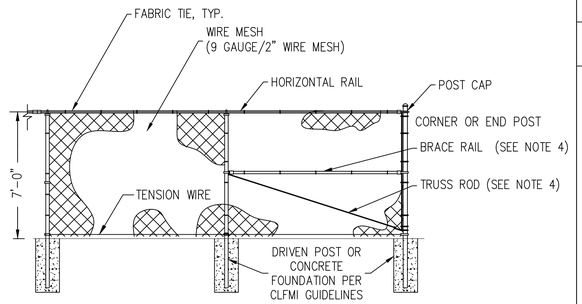
SIGN DETAIL

LINER ANCHOR
STRAW BALE ANCHOR SECTIONS

NOTES:
1. MAINTAINING TEMPORARY CONCRETE WASHOUT FACILITIES SHALL INCLUDE REMOVING AND DISPOSING OF HARDEN CONCRETE AND/OR SLURRY AND RETURNING THE FACILITIES TO A FUNCTIONAL CONDITION.
2. FACILITY SHALL BE CLEANED OR RECONSTRUCTED IN A NEW AREA ONCE WASHOUT BECOMES TWO-THIRDS FULL.
3. EACH STRAW BALE IS TO BE STAKED IN PLACE USING (2) 2"X2"X4'WOODEN STAKES.

5 CONCRETE WASHOUT

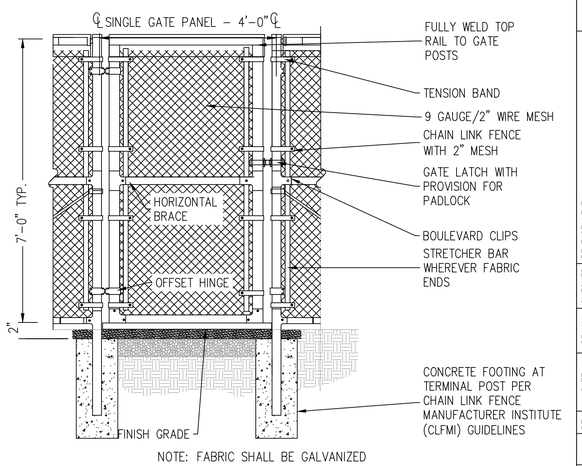
SCALE: NTS



NOTES:
1. THE FENCE SHALL MEET OR EXCEED THE CHAIN LINK FENCE MANUFACTURER INSTITUTE (CLFMI) GUIDELINES AND RELATED FEDERAL SPECIFICATIONS FOR SECURITY CHAIN LINK FENCE MATERIALS AND INSTALLATION.
2. ALL FENCE MATERIAL AND COMPONENTS SHALL BE GALVANIZED, UNLESS OTHERWISE NOTED.
3. THIS DETAIL NOT APPLICABLE FOR PRIVACY FENCE OR FENCE WITH SLATS.
4. ADJUSTABLE TRUSS ROD AND BRACE RAIL AT CORNER OR END POSTS ONLY, IF REQUIRED BY CLFMI GUIDELINES.

2 CHAIN LINK FENCE

SCALE: NTS



NOTE: FABRIC SHALL BE GALVANIZED

3 4' MAN GATE

SCALE: NTS

XD_CIVIL_SITE CONSTRUCTION_4' WALK THROUGH GATE 07-25-2017

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55 TECHNOLOGY DRIVE, SUITE 102
LOWELL, MA 01851
PHONE: (800) 818-5249
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WWW.NEWLEAFENERGY.COM

NOT FOR CONSTRUCTION

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OFF EAST FORD HARRIS RD
CHAMPAIGN, IL 61822

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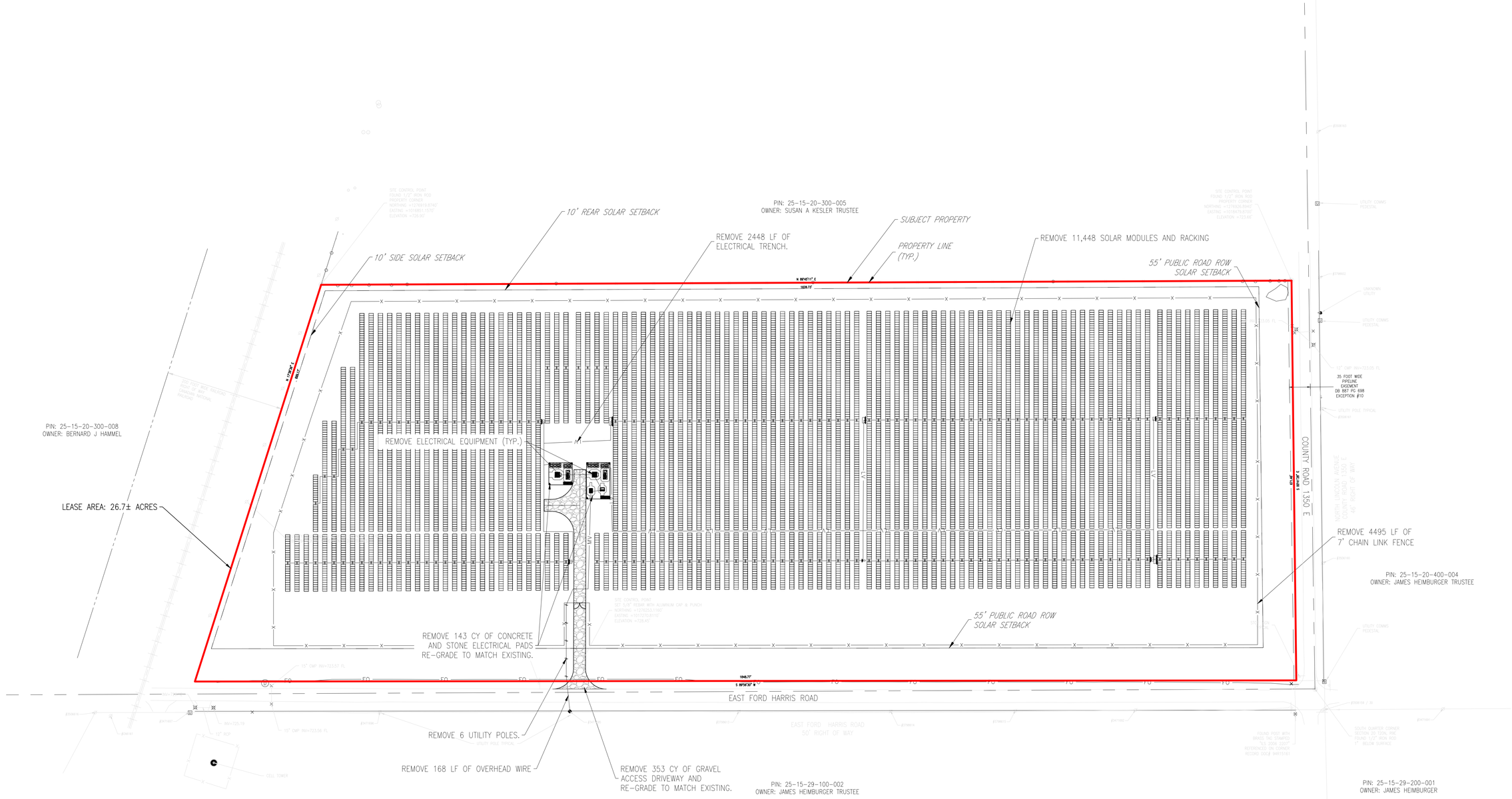
C-4.0

CIVIL DETAILS



DECOMMISSIONING PLAN

SCALE: 1" = 80'

0 80' 160'

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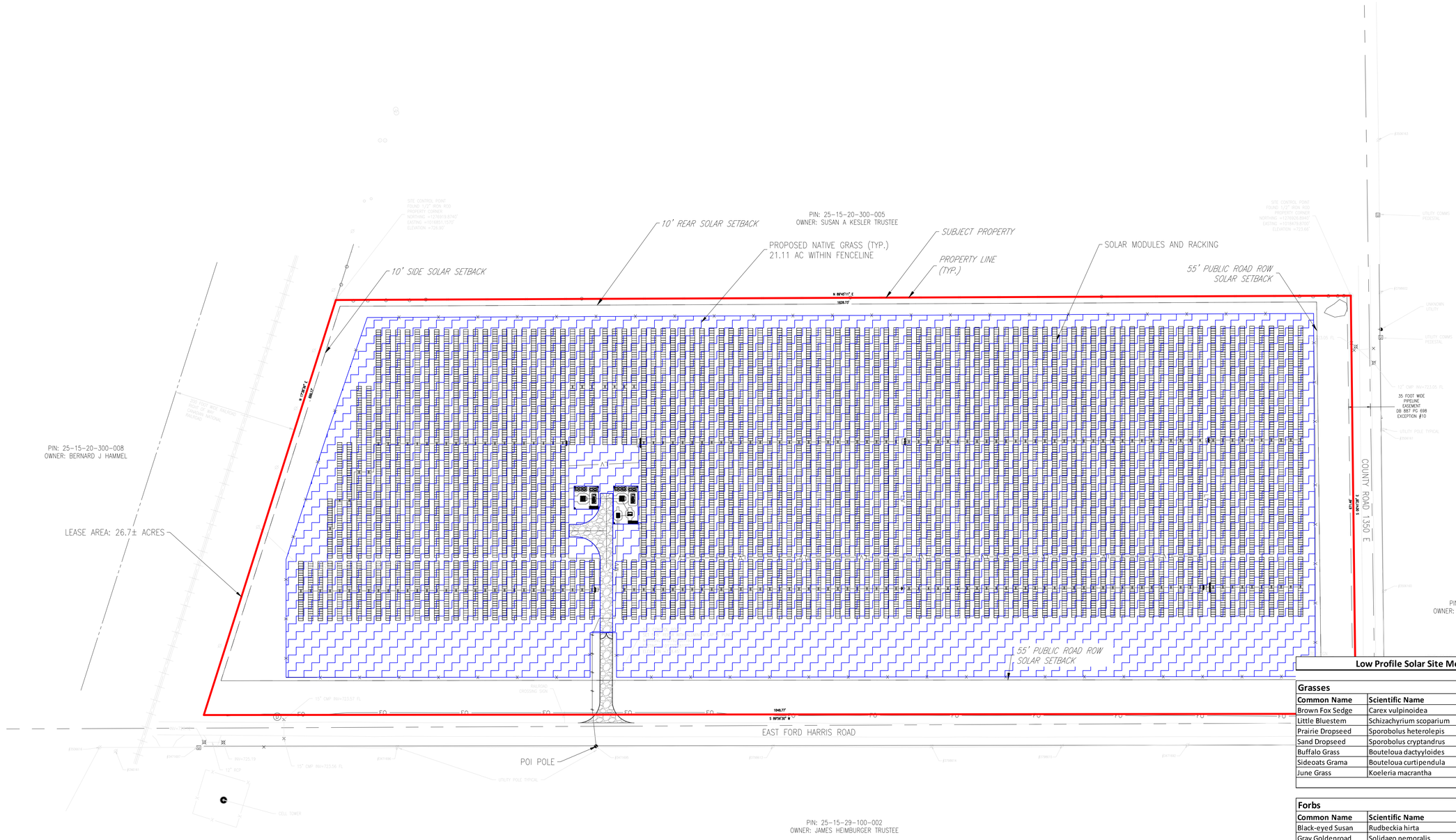
C-5.0
DECOMMISSIONING PLAN

\BOX\CAD_OFF EAST FORD HARRIS ROAD - CHAMPAIGN\SUP_OFF EAST FORD HARRIS RD-CHAMPAIGN.IL_SHEETS\ C-5.0 DECOMMISSIONING PLAN



LANDSCAPE PLAN

SCALE: 1" = 80'

0 80' 160'

Low Profile Solar Site Mesic Mix

Grasses		
Common Name	**Scientific Name**	**LBS/AC - PLS**
Brown Fox Sedge	Carex vulpinoidea	1
Little Bluestem	Schizachyrium scoparium	6
Prairie Dropseed	Sporobolus heterolepis	1
Sand Dropseed	Sporobolus cryptandrus	1
Buffalo Grass	Bouteloua dactyloides	2
Sideoats Grama	Bouteloua curtipendula	2
June Grass	Koeleria macrantha	1
	TOTAL	**14**

Forbs		
Common Name	**Scientific Name**	**LBS/AC - PLS**
Black-eyed Susan	Rudbeckia hirta	1
Gray Goldenroad	Solidago nemoralis	0.24
Lanceleaf Coreopsis	Coreopsis lanceolata	0.24
Ohio Spiderwort	Tradescantia ohiensis	0.25
Partridge Pea	Chamaecrista fasciculata	0.75
Prairie Alumroot	Heuchera richardsonii	0.1
Prairie Cinquefoil	Drymocallis arguta	0.1
Purple Prairie Clover	Dalea purpurea	0.9
Sky Blue Aster	Symphyotrichum oolentangiense	0.06
White Prairie Clover	Dalea candida	0.72
Wild Bergamont	Monarda fistulosa	0.2
Wild Garlic	Allium canadense	0.25
Yellow Cone Flower	Ratibida pinnata	0.5
	TOTAL	**5.31**

Temporary Cover		
Common Name	**Scientific Name**	**LBS/AC - PLS**
Common Oat	Avena sativa	64
	TOTAL	**64**

All native seed mixes shall be installed with a granular form of arbuscular mycorrhizal fungi (AMF) incoulant formulated for native prairie at the rate specified per acre by the manufacturer. (Such as Restoration Technologies International AM 120 Mycorrhizal Inoculum, or comparable)

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C-6.0
LANDSCAPE PLAN

\\BOX\CAD_OFF EAST FORD HARRIS ROAD - CHAMPAIGN\SUP_OFF EAST FORD HARRIS RD-CHAMPAIGN\L_SHEETS\ C-6.0 LANDSCAPE PLAN.DWG

EXHIBIT B: DRAINTILE PROBABILITY SURVEY

EXISTING AGRICULTURAL DRAIN TILE
PROBABILITY MAPPING

OFF E FORD HARRIS RD

PREPARED FOR: CBBEL

Section no. 20, Somer Twp., Chapaign Co., IL

EXISTING SUBSURFACE AGRICULTURAL DRAIN TILE INVESTIGATION REPORT

OFF E FORD HARRIS RD

OFF E FORD HARRIS RD / CBBEL , FIELD FILE NO. 18-24-20 , DATE: 7/20/2025 .

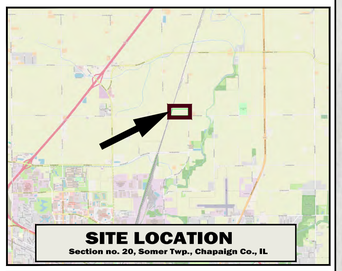
IN ACCORDANCE WITH LOCAL STORMWATER ORDINANCE STANDARD FOR AGRICULTURAL DRAIN TILE MAPPING

DESCRIPTION CHART NO. 1A : INVESTIGATION SLIT TRENCH LOCATIONS

ID NO.	SZ.	TYPE / QUALITY	FLOW %	SILT %	DEPTH GRD/INV.	FIELD NOTES:

DESCRIPTION CHART NO. 1B : SURVEY DATA POINT LOCATIONS

DATA POINT	SZ.	TYPE / QUALITY	FLOW %	SILT %	DEPTH HUB/INV.	FIELD NOTES:



SITE LOCATION
Section no. 20, Somer Twp., Chapaign Co., IL

MAP LEGEND :

- <<<FLOW<<< — *EXISTING DRAIN TILE FLOW DIRECTION*
- *EX. POLYETHYLENE MAINLINE OR SYSTEM PART*
- *EX. CLAY DRAIN TILE MAINLINE OR SYSTEM PARTS*
- *EX. CONCRETE DRAIN TILE MAINLINE OR SYSTEM PART*
- *EXISTING DRAIN TILE CONTINUES TO UPLAND WATERSHED*
- *EXISTING DRAIN TILE OUTLETS TO SURFACE*
- 1 ○ 2 — *EXIST. DRAIN TILE (1) INSPECTION STRUCTURE / (2) CATCH BASIN*
- 1 — 2 — *EXIST. DRAIN TILE (1) LOCATED END / (2) ASSUMED END*
- *EXISTING DRAIN TILE CONTINUES TO OFF-SITE OUTLET SYSTEM*
- *EXISTING DRAIN TILE FAILURE / FLOW SURCHARGE TO SURFACE*
- *EXISTING DRAIN TILE MAPPED BY SPECULATION AND ASSUMPTION*
- *EXISTING DRAIN TILE ABANDONED (NOT FUNCTIONAL)*
- *EXISTING DRAIN TILE "BLOWOUT" OR FAILURE*
- *HAND PROBE OR ELECTRONIC SCAN FOR DRAIN TILE LOCATION*
- *INVESTIGATION SLIT TRENCH FOR INVESTIGATION*
- *SPECIFIC PIT EXCAVATION FOR INVESTIGATION*
- *SURVEY DATA POINTS*
- *REPORT IDENTIFICATION NUMBER*

REPORT LEGEND :

ID NO.	*POINT OF EXCAVATION FOR SPECIFIC DRAIN TILE INVESTIGATION.*
SZ. (SIZE)	*DRAIN TILE INTERNAL DIAMETER IN INCHES.*
MATERIAL / QUALITY	*TYPE OF TILE MATERIALS, PIPE QUALITY - GOOD, FAIR & POOR.*
FLOW %	*PERCENTAGE OF TILE DIAMETER OCCUPIED BY ACTIVE FLOW, RESTRICTED OR BACKED UP FLOW, SURCHARGED CONDITION*
SILT %	*PERCENTAGE OF TILE DIAMETER OCCUPIED BY RESTRICTIVE SILT.*
DEPTH	*ABANDONED, FILLED WITH SILT BLOCKAGE, NO FLOW POTENTIAL MEASUREMENT FROM EXISTING GROUND LEVEL TO PIPE INVERT.*

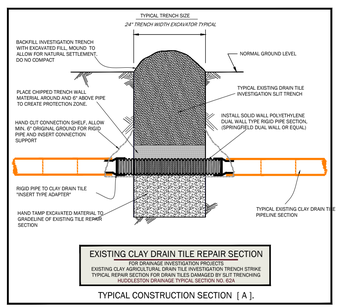
(GENERAL NOTES)

MAINLINE TILE	*TRUNK LINE OR MUTUAL DRAIN, COLLECTOR OF SUB-SYSTEMS.*
SUB-MAIN TILE	*SECONDARY TRUNK LINE OR RANDOM SYSTEM COLLECTOR.*
LATERAL TILE	*FEEDER LINE, SERVICE TILE OR SYSTEM SPUR.*
"BLOWOUT"	*EXISTING SYSTEM PIPE FAILURE OR RESTRICTION.*
DRAIN TILE ENDS	*MAINLINE, SUB-MAIN OR LATERAL PLANNED TERMINATION.*
SLIT TRENCH	*INVESTIGATION TRENCH, TYPICAL 2'- 0" WIDE x 6'- 0" DEPTH.*

SPECIAL NOTES :

- *ALL EXISTING AGRICULTURAL DRAIN TILES LOCATED DURING THIS INVESTIGATION SURVEY HAVE BEEN IDENTIFIED ON THIS PLAN AND FIELD STAKED AT +- 50' INTERVALS, IN SOME OCCASIONS CERTAIN EXISTING LOCAL DRAIN TILE SECTIONS MAY BE SPECULATED AND CONSIDERED AS AN ASSUMED ROUTE WHICH SHALL BE DELINEATED ON THIS PLAN.*
- *ALL EXISTING DRAIN TILES DAMAGED DURING THE INVESTIGATION PROCESS SHALL BE REPAIRED TO THEIR ORIGINAL STATE IN ACCORDANCE WITH NATURAL RESOURCE CONSERVATION SERVICE STANDARDS FOR DRAIN TILE INSTALLATION AND REPAIR. (HUDDLESTON DRAINAGE I.62A) TYPICAL STANDARD "A")*
- *ALL EXISTING DRAIN TILE LOCATION DIMENSIONS HAVE BEEN SURVEYED BY AGRICULTURAL GRADE GPS SURVEY SYSTEMS AND INCLUDE SUB METER ACCURACY, ALL LOCATIONS PERTINENT TO FINAL DESIGN SHALL BE VERIFIED BY THE PROJECT SURVEYOR.*
- *THIS DRAIN TILE INVESTIGATION REPORT IS INTENDED TO IDENTIFY EXISTING DRAIN TILE MAINLINE SYSTEMS ONLY WITH ADDITIONAL PRIORITY ON DRAIN TILES WHICH MAY SERVICE THE UPLAND PROPERTY OF OTHERS OR WITH MUTUAL DRAINAGE STATUS.*
- *THIS DRAIN TILE INVESTIGATION REPORT SHALL BE FILED WITH HUDDLESTON DRAINAGE LAND DRAINAGE CO., AND WILL BE REPRODUCED AND DISBURSED ONLY BY PERMISSION OF THE CONTRACT PRINCIPALS.*

TOM HUDDLESTON, HUDDLESTON-McBRIDE DRAINAGE CO.



TYPICAL CONSTRUCTION SECTION [A].

PROJECT CLIENT:

CBBEL

Jonathan O'Connell, P.E. , Project Manager
9575 W. Higgins Road, Suite 600, Rosemont, IL 60018

APPROVED BY AND DATE: *RUDY P. DIXON, P.E., +6*	PROJECT DATE: *+6*
ACKNOWLEDGMENTS: *HUDDLESTON DRAINAGE MAP and ARCHIVE SYSTEMS*	FIELD FILE NO.: *18-24-20*
DRAWN BY AND DATE: *TOM HUDDLESTON +6*	DRAWING NO. *18-24-20_P1*

REVISIONS

DATE:	BY:	DESCRIPTION:

WEATHER CONDITIONS:	DRAWING SCALE:	SHEET NO.
SUNNY/ COOL - +9	*1" TO 100'*	*ONE OF ONE*

RUDY P. DIXON 062.065333 ILLINOIS PROFESSIONAL ENGINEERING

1976 HUDDLESTON-McBRIDE CO. 49th Anniversary 2025 PROVIDING PRIVATE DRAINAGE SERVICES

ILLINOIS FARM BUREAU MEMBER

811 Know what's below. Call before you dig. NO EXCAVATING WITHOUT NUMBER

NORTH

OFF E FORD HARRIS RD

HUDDLESTON McBRIDE
PROFESSIONAL LAND DRAINAGE SERVICES

Women-Owned Small Business (WOSB)
9504 FOWLER RD., ROCHELLE, ILLINOIS PHONE 815-562-6007

COORDINATE SYSTEM: ILLINOIS STATE PLANE EAST NAD 83

EXHIBIT C: WETLAND DELINEATION REPORT

JULY 10, 2025

WETLAND ASSESSMENT REPORT

NEW LEAF ENERGY

OFF EAST FORD HARRIS ROAD SOLAR SITE

CHAMPAIGN COUNTY, ILLINOIS

CBBEL PROJECT NO. 230040.00114

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 WEST HIGGINS ROAD, SUITE 600
Rosemont, IL 60018

Contents

EXECUTIVE SUMMARY

On June 25, 2025, Christopher B. Burke Engineering, Ltd. (CBBEL) completed a field investigation of the Off East Ford Harris Road Solar Site study area to determine the on-site wetland boundaries. This report was prepared to document our findings. One (1) farmed wetland was identified within the study area using the U.S. Army Corps of Engineers Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (August 2010).

The wetland boundaries were located with handheld submeter GPS unit. An aerial photograph depicting the boundaries is included as Exhibit 6 in Appendix A.

Representative photographs are included in Appendix B. Information collected from the field investigation is listed in the USACE Data Forms found in Appendix C.

Wetland Summary Table:

Delineated Area	Data Points	Community Types	Native Mean C-Value	Native FQI
Farmed Wetland 1	FW1A	Farmed	N/A	N/A

METHODOLOGY

The Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (August 2010), identifies the mandatory technical criteria for wetland identification. The three essential characteristics of a jurisdictional wetland are hydrophytic vegetation, hydric soils and wetland hydrology as described below:

Hydrophytic Vegetation: The hydrophytic vegetation criterion is based on a separation of plants into five basic groups:

(1) Obligate wetland plants (OBL) almost always occur (estimated probability >99%) in wetlands under natural conditions;

(2) Facultative wetland plants (FACW) usually occur in wetlands (estimated probability 67-99%), but occasionally are found in non-wetlands;

(3) Facultative plants (FAC) are equally likely to occur in wetlands or non-wetlands (estimated probability 34-66%);

(4) Facultative upland plants (FACU) usually occur in non-wetlands (estimated probability 67-99%), but occasionally are found in wetlands; and

(5) Obligate upland plants (UPL) almost always occur (estimated probability >99%) in non-wetlands under natural conditions.

Four procedures completed in the following order are used to determine if hydrophytic vegetation is present:

1) Rapid Test: The Rapid Test for hydrophytic vegetation is met if all dominant species across all strata are OBL or FACW, or a combination of the two based on a visual assessment.

2) Dominance Test: Using the 50/20 Rule, if greater than 50% of the plants present are FAC, FACW, or OBL, the subject area meets the hydrophytic vegetation criterion.

3) Prevalence Index: Each plant species in a sampling plot is assigned a numeric value (OBL=1; FACW=2; FAC=3; FACU=4; UPL=5). Based on the sampling data, the absolute cover is calculated for each species in each stratum and using the specified formula, if the Prevalence Index is 3 or less, hydrophytic vegetation is present.

4) Morphological Adaptations: Various species may develop physical characteristics after growing in wetland areas such as multi-stemmed trunks, shallow roots, and buttressed stems. Hydrophytic vegetation is present if an adaptation is observed in more than 50% of FACU species growing in an area that contains hydric soil and wetland hydrology.

Hydric Soils: Hydric soils are defined in the manual as "soils that are saturated, flooded or ponded long enough during the growing season to develop anaerobic conditions in the upper part." Field indicators of hydric soil are found in the NTCHS Field Indicators of Hydric Soils in the United States (USDA Natural Resources Conservation Service 2006b or current version).

Wetland Hydrology: The wetland hydrology criterion is often the most difficult to determine. Typically, the presence of water for a portion of the growing season creates anaerobic conditions. Anaerobic conditions lead to the prevalence of wetland plants. Morphological adaptations of plants, drift lines and watermarks are examples of wetland hydrology field indicators.

Waters of the United States: Waters of the United States (waters) are defined as the ordinary high-water mark (OHWM) in non-tidal waters, provided the jurisdiction is not extended by the presence of wetlands. The OHWM refers to the line established by the fluctuations of water. These fluctuations can be indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of the soil, destruction of terrestrial vegetation, or the presence of litter and debris. Waters are typically not vegetated. They typically are located below the Ordinary High-Water Mark (OHWM) of a creek, stream, river, or lake. There are on occasions exceptions to this generalization.

RESULTS AND DISCUSSION

STUDY AREA

The study area is located just north of Ford Harris Road, west of County Road 1350, south of Leverett Road, and east of County Road 1300, in Champaign County, Illinois. The study area is bordered by agricultural fields on all sides. Geographically, the study area is in Section 20, Township 20 North, and Range 9, East of the 3rd Principal Meridian (Latitude: 40.172137, Longitude: -88.214259).

Existing Site Conditions

The study area consists of primarily of row crops with one farmed wetland on the northeast corner of the project area. The site is bordered by agricultural fields on all sides with a Canadian National (CN) Railroad track on the west boundary.

Identified Wetlands

Farmed Wetland 1

Farmed Wetland 1, characterized at data point FW1A, is a small depression. The farmed wetland is in the northeastern corner of the study area.

Vegetation: At the time of the field investigation, the farmed wetland was dominated by soybeans (*Glycine max*).

Hydrology: At the time of the field visit, positive wetland hydrology was indicated by stunted vegetation, saturation visible on aerial imagery, and geomorphic position.

Soils: Soils at Farmed Wetland 1 are mapped as Flannagan silt loam, a non-hydric soil. Soil samples taken during the site investigation displayed faint redox features and a thick dark surface, confirming hydric soil conditions.

REFERENCE MATERIALS

The following reference materials were reviewed and used to assist in the wetland field reconnaissance.

LOCATION MAP

The study area is located just north of Ford Harris Road, west of County Road 1350, south of Leverett Road, and east of County Road 1300, in Champaign County, Illinois. The study area is bordered by agricultural fields on all sides. Geographically, the study area is in Section 20, Township 20 North, and Range 9, East of the 3rd Principal Meridian (Latitude: 40.172137, Longitude: -88.214259).

NATIONAL WETLAND INVENTORY

The National Wetland Inventory (NWI) (Exhibit 2), Thomasboro Quadrangle (1983), indicates no wetlands are mapped within the study area. The NWI serves only as a large-scale guide and actual wetland locations and types often vary from that mapped.

SOIL SURVEY

The Soil Survey of Champaign County, Illinois (2019) (Exhibit 4) was reviewed to determine the location of hydric soils within the study area. The following soil types are mapped within the study area:

67A	-	Harpster silty clay loam	-	Hydric
152A	-	Drummer silty clay loam	-	Hydric

154A - Flanagan silt loam

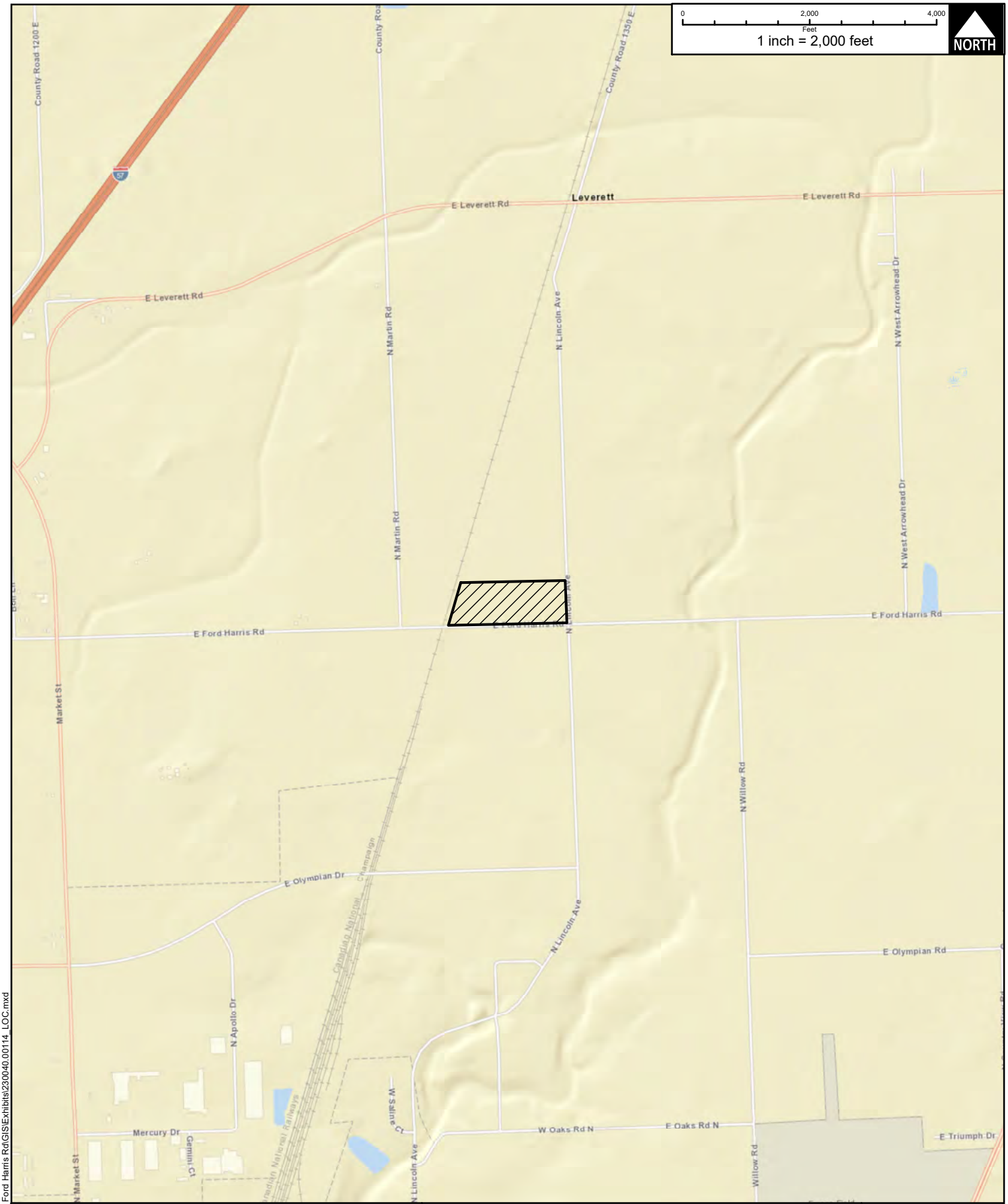
UNITED STATES GEOLOGICAL SURVEY

The United States Geological Survey (USGS) (Exhibit 5), Thomasboro Quadrangle (1993) was reviewed to determine historic local drainage patterns. The USGS indicates that the site drains southwest out of the study area.

FLOOD INSURANCE RATE MAP

The Flood Insurance Rate Map (FIRM) (Exhibit 6) of Champaign County and Incorporated Areas, Illinois, were reviewed to determine the location of regulatory floodplain within the study area. The presence of floodplain can be indicative of wetland hydrology. The FIRM indicates no 100-year regulatory floodplain and areas of floodway mapped within the study area.

APPENDIX A – EXHIBITS



CLIENT: new leaf energy

TITLE: OFF EAST FORD HARRIS RD LOCATION MAP

CBBEL# 23-0040.00114

DATE: 6/25/2025

EXH 1

CHRISTOPHER B. BURKE Engineering, Ltd.
9575 W. Higgins Road, Suite 600, Rosemont, Illinois 60018 (847)823-0500

DSGN.			SCALE:	1 "= 2,000 '
DWN.	KEK		USER:	kkopija
CHKD.	JMA		PLOT DATE:	6/25/2025
FILE NAME:	230040.00114_LOC			

N:\NewLeaf\230040.00114 - Off East Ford Harris Rd\GIS\Exhibits\230040.00114_LOC.mxd

NOTE: TAKEN FROM THE NATIONAL WETLAND INVENTORY(NWI), THOMASBORO QUADRANGLE(1983)

0 300 600
Feet
1 inch = 300 feet

NORTH

NO WETLAND MAPPED ON-SITE

CLIENT: new leaf energy

TITLE:
OFF EAST FORD HARRIS RD
NATIONAL WETLAND INVENTORY

CBBEL# 23-0040.00114
DATE: 6/25/2025

EXH 2

CHRISTOPHER B. BURKE Engineering, Ltd.
9575 W. Higgins Road, Suite 600, Rosemont, Illinois 60018 (847)823-0500

DSGN.			SCALE:	1 "= 300 '
DWN.	KEK		USER:	kkopija
CHKD.	JMA		PLOT DATE:	6/25/2025
FILE NAME:	230040.00114_NWI			

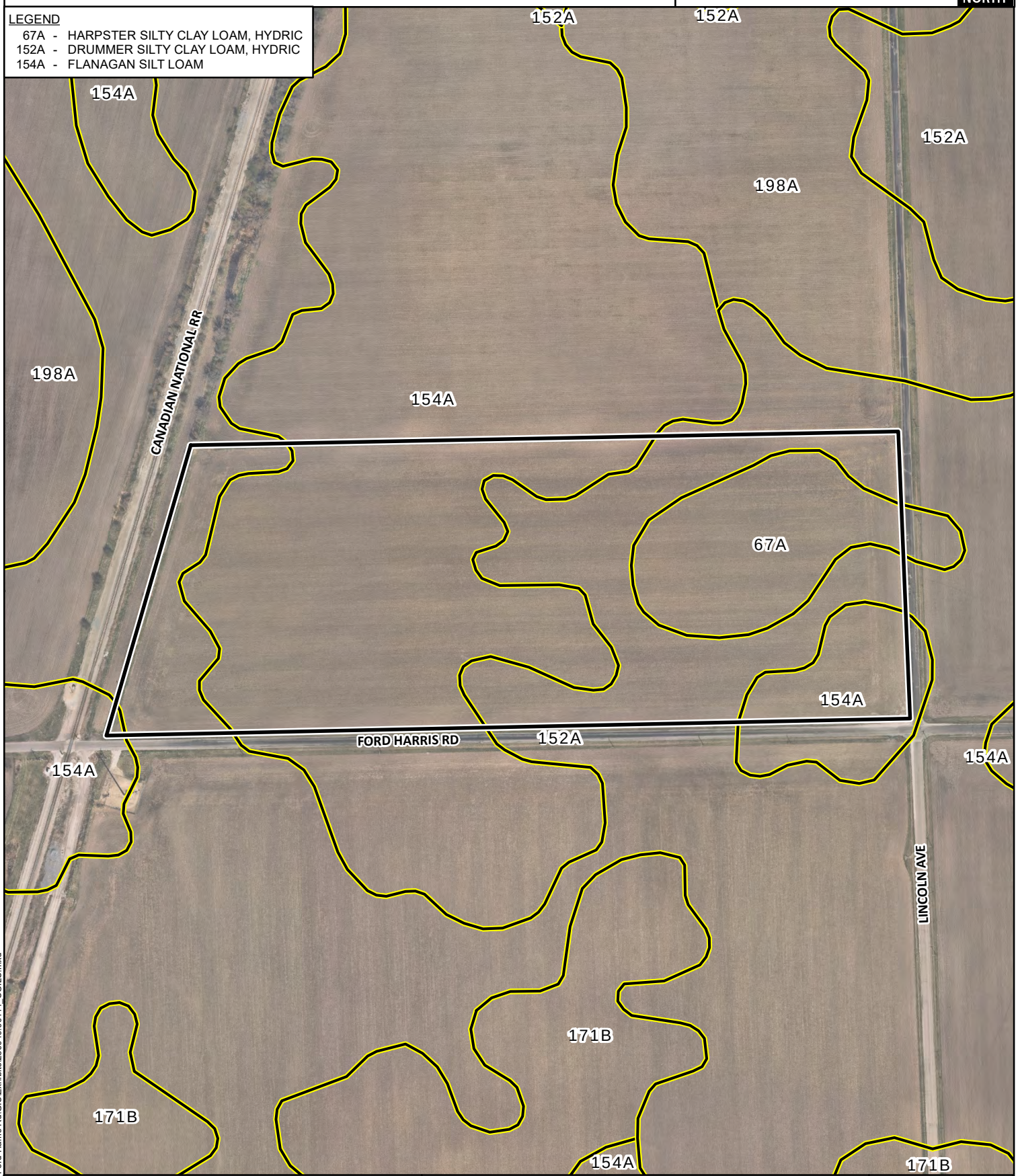
N:\NewLeaf\230040.00114 - Off East Ford Harris Rd\GIS\Exhibits\230040.00114_NWI.mxd

NOTE: TAKEN FROM THE SOIL SURVEY OF CHAMPAIGN COUNTY, ILLINOIS(2019)

0 300 600
Feet
1 inch = 300 feet

NORTH

LEGEND
67A - HARPSTER SILTY CLAY LOAM, HYDRIC
152A - DRUMMER SILTY CLAY LOAM, HYDRIC
154A - FLANAGAN SILT LOAM



CLIENT: new leaf energy

TITLE:
OFF EAST FORD HARRIS RD
SOIL SURVEY

CBBEL# 23-0040.00114
DATE: 6/25/2025

EXH 3

CHRISTOPHER B. BURKE Engineering, Ltd.
9575 W. Higgins Road, Suite 600, Rosemont, Illinois 60018 (847)823-0500

DSGN.			SCALE:	1 "= 300 '
DWN.	KEK		USER:	kkopija
CHKD.	JMA		PLOT DATE:	6/25/2025
FILE NAME:	230040.00114_SOILS			

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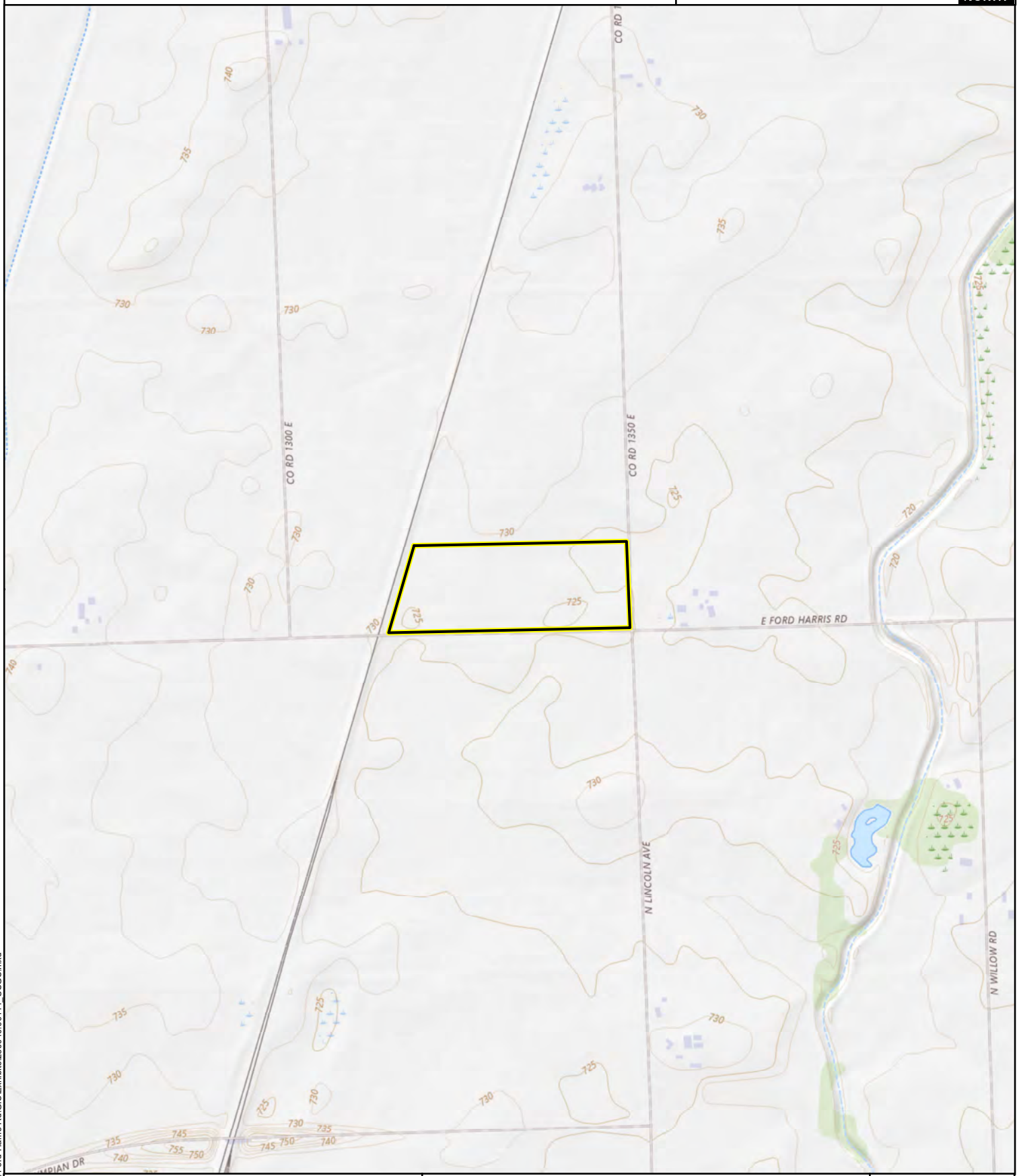
NOTE: TAKEN FROM THE UNITED STATES GEOLOGICAL SURVEY(USGS), THOMASBORO QUADRANGLE(2025)

0 1,000 2,000
Feet
1 inch = 1,000 feet

NORTH



CLIENT: new leaf energy

TITLE:
OFF EAST FORD HARRIS RD
UNITED STATES GEOLOGICAL SURVEY

CBBEL# 23-0040.00114
DATE: 6/25/2025

CHRISTOPHER B. BURKE Engineering, Ltd.
9575 W. Higgins Road, Suite 600, Rosemont, Illinois 60018 (847)823-0500

DSGN.			SCALE:	1 "= 1,000 '
DWN.	KEK		USER:	kkopija
CHKD.	JMA		PLOT DATE:	6/25/2025
FILE NAME:	230040.00114_USGS			

EXH 4

N:\NewLeaf\230040.00114 - Off East Ford Harris Rd\GIS\Exhibits\230040.00114_USGS.mxd

NOTE: TAKEN FROM THE FLOOD INSURANCE RATE MAP(FIRM), CHAMPAIGN COUNTY AND INCORPORATED AREAS, ILLINOIS, MAP NUMBER 17019C0325D, EFFECTIVE DATE: OCTOBER 2, 2013

0 300 600
Feet
1 inch = 300 feet

NORTH

NO FLOODPLAIN MAPPED ON-SITE

CLIENT: new leaf energy

TITLE:
OFF EAST FORD HARRIS RD
FLOOD INSURANCE RATE MAP

CBBEL# 23-0040.00114
DATE: 6/25/2025

EXH 5

CHRISTOPHER B. BURKE Engineering, Ltd.
9575 W. Higgins Road, Suite 600, Rosemont, Illinois 60018 (847)823-0500

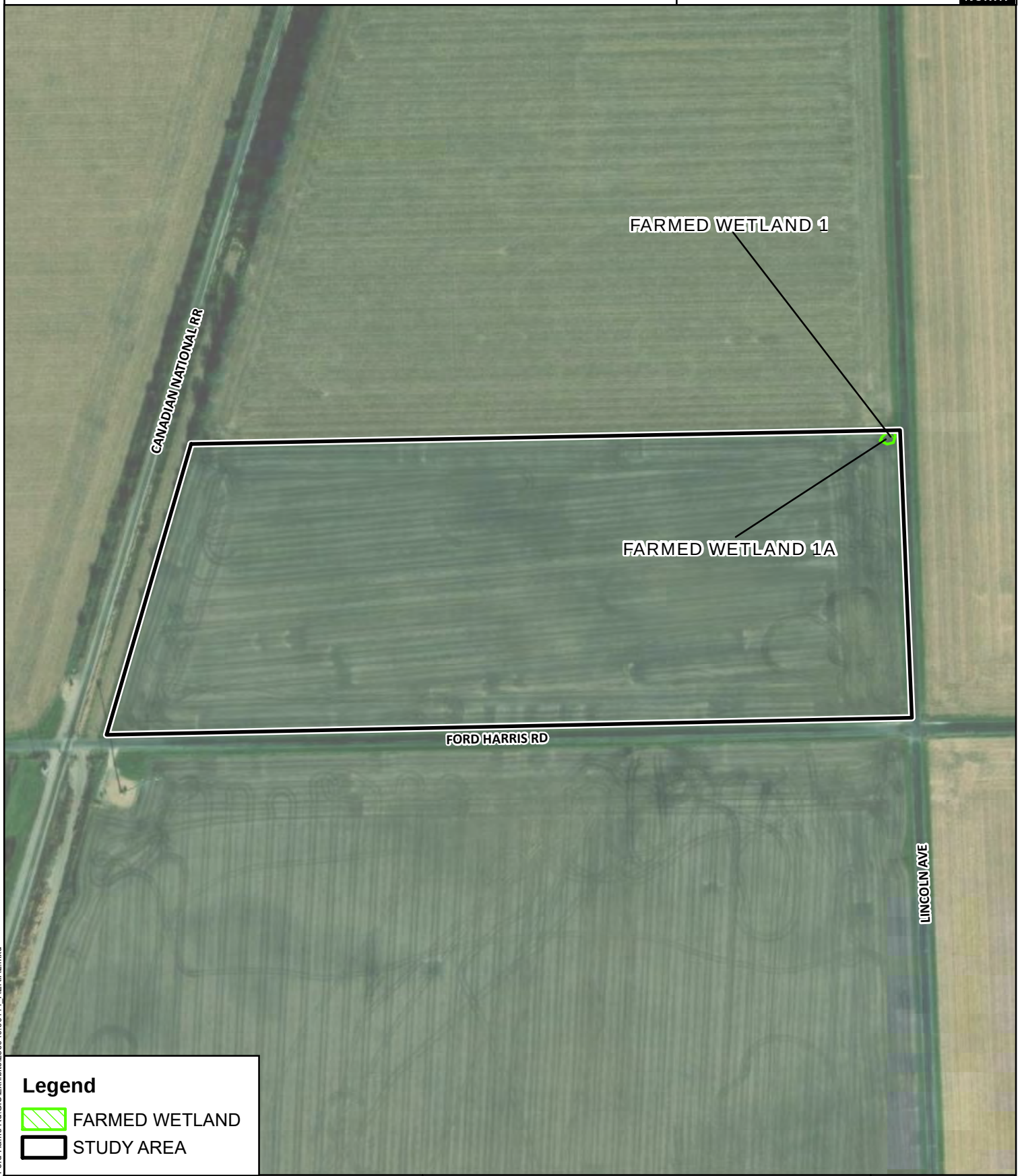
DSGN.			SCALE:	1 "= 300 '
DWN.	KEK		USER:	kkopija
CHKD.	JMA		PLOT DATE:	6/25/2025
FILE NAME:	230040.00114_FIRM			

N:\NewLeaf\230040.00114 - Off East Ford Harris Rd\GIS\Exhibits\230040.00114_FIRM.mxd

NOTE: AERIAL PHOTOGRAPH TAKEN FROM NEARMAP, DATED: APRIL 10, 2025

0 300 600
Feet
1 inch = 300 feet

NORTH



Legend

FARMED WETLAND

STUDY AREA

CLIENT: new leaf energy

TITLE:

OFF EAST FORD HARRIS RD
AERIAL PHOTO

CBBEL# 23-0040.00114

DATE: 7/2/2025

EXH 6

CHRISTOPHER B. BURKE Engineering, Ltd.
9575 W. Higgins Road, Suite 600, Rosemont, Illinois 60018 (847)823-0500

DSGN.			SCALE:	1 "= 300 '
DWN.	KEK		USER:	rheller
CHKD.	JMA		PLOT DATE:	7/2/2025
FILE NAME:	230040.00114_AERIAL			

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APPENDIX B – SITE PHOTOGRAPHS

Photo 1: Farmed Wetland 1, facing south

Photo 2: Farmed Wetland 1, facing northeast

Photo 3: Stunted vegetation and surface soil cracks at Farmed Wetland 1

Photo 4: Agricultural field, facing east

Photo 5: Agricultural field, facing north

Photo 6: Railroad tracks and agricultural field, facing north

Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
847-823-0500

CLIENT: NEW LEAF ENERGY	**PROJECT NO: 230040.00114**	**07/09/2025**
REPRESENTATIVE PHOTOGRAPHS		**EXHIBIT: RP**

APPENDIX C – DATA FORM

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Midwest Region
See ERDC/EL TR-10-16; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp:11/30/2024
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Off East Ford Harris Road Solar Site | City/County: Champaign, Champaign | Sampling Date: 06/25/25
Applicant/Owner: New Leaf Energy | State: IL | Sampling Point: FW1A
Investigator(s): Ryan Heller | Section, Township, Range: S20, T20N, R9E
Landform (hillside, terrace, etc.): Depression | Local relief (concave, convex, none): Concave
Slope (%): 2 | Lat: 40.172883 | Long: -88.210943 | Datum: WGS 1983
Soil Map Unit Name: Flanagan silt loam | NWI classification: None
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)
Are Vegetation ____, Soil ____, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes X No ____
Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes ____ No X
Hydric Soil Present? Yes X No ____
Wetland Hydrology Present? Yes X No ____
Is the Sampled Area within a Wetland? **Yes** ____ **No** X

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size: 15)			
1.			
2.			
3.			
4.			
5.			
	=Total Cover		
Herb Stratum (Plot size: 5)			
1. *Glycine max*	40	Yes	UPL
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	40 =Total Cover		
Woody Vine Stratum (Plot size: 10)			
1.			
2.			
	=Total Cover		

Dominance Test worksheet:
Number of Dominant Species That Are OBL, FACW, or FAC: 0 (A)
Total Number of Dominant Species Across All Strata: 1 (B)
Percent of Dominant Species That Are OBL, FACW, or FAC: 0.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	0	x 3 =	0
FACU species	0	x 4 =	0
UPL species	40	x 5 =	200
Column Totals:	40 (A)		200 (B)

Prevalence Index = B/A = 5.00

Hydrophytic Vegetation Indicators:
___ 1 - Rapid Test for Hydrophytic Vegetation
___ 2 - Dominance Test is >50%
___ 3 - Prevalence Index is ≤3.0[1]
___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** ____ **No** X

Remarks: (Include photo numbers here or on a separate sheet.)
This was a farmed field with sparse crops and stunted vegetation

SOIL

Sampling Point: FW1A

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-6	10YR 2/1	95	10YR 6/4	5	C	M	Loamy/Clayey	Prominent redox concentrations
6-18	10YR 3/1	95	10YR 6/4	5	C	M	Loamy/Clayey	Distinct redox concentrations

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- ___ Depleted Below Dark Surface (A11)
- X Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- X Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ Coast Prairie Redox (A16)
- ___ Iron-Manganese Masses (F12)
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ___

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- X Saturation Visible on Aerial Imagery (C9)
- X Stunted or Stressed Plants (D1)
- X Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes ___ No X Depth (inches): ___

Water Table Present? Yes ___ No X Depth (inches): ___

Saturation Present? (includes capillary fringe) Yes ___ No X Depth (inches): ___

Wetland Hydrology Present? **Yes** X **No** ___

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

EXHIBIT D: ECOCAT CONSULTATION

Illinois Department of
Natural Resources

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

JB Pritzker, Governor

Natalie Phelps Finnie, Director

March 10, 2025

Adynn Stedillie
Tom Ryan
55 Technology Drive, Suite 102
Lowell, MA 01851

RE: East Ford Harris Road
Project Number(s): 2510398
County: Champaign

Dear Applicant:

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

However, the Department recommends:

Establishing pollinator-friendly habitat as groundcover wherever feasible. Solar Site Pollinator Establishment Guidelines can be found here:
https://dnr.illinois.gov/conservation/pollinatorscorecard.html

The site should be de-compacted before planting.

Long term management of the site should be planned for prior to development to ensure successful native pollinator habitat establishment and prevent the spread of invasive species throughout the lifetime of this project. An experienced ecological management consultant should be hired to assist with long-term management.

Required fencing, excluding areas near or adjacent to public access areas, should have a 6-inch gap along the bottom to prevent the restriction of wildlife movement. Woven wire or a suitable habitat wildlife friendly fence should be used. Barbed wire should be avoided.

Trees should be cleared between November 1st and March 31st. All night lighting should follow IDA guidance.

Illinois Department of
Natural Resources

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

JB Pritzker, Governor

Natalie Phelps Finnie, Director

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

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

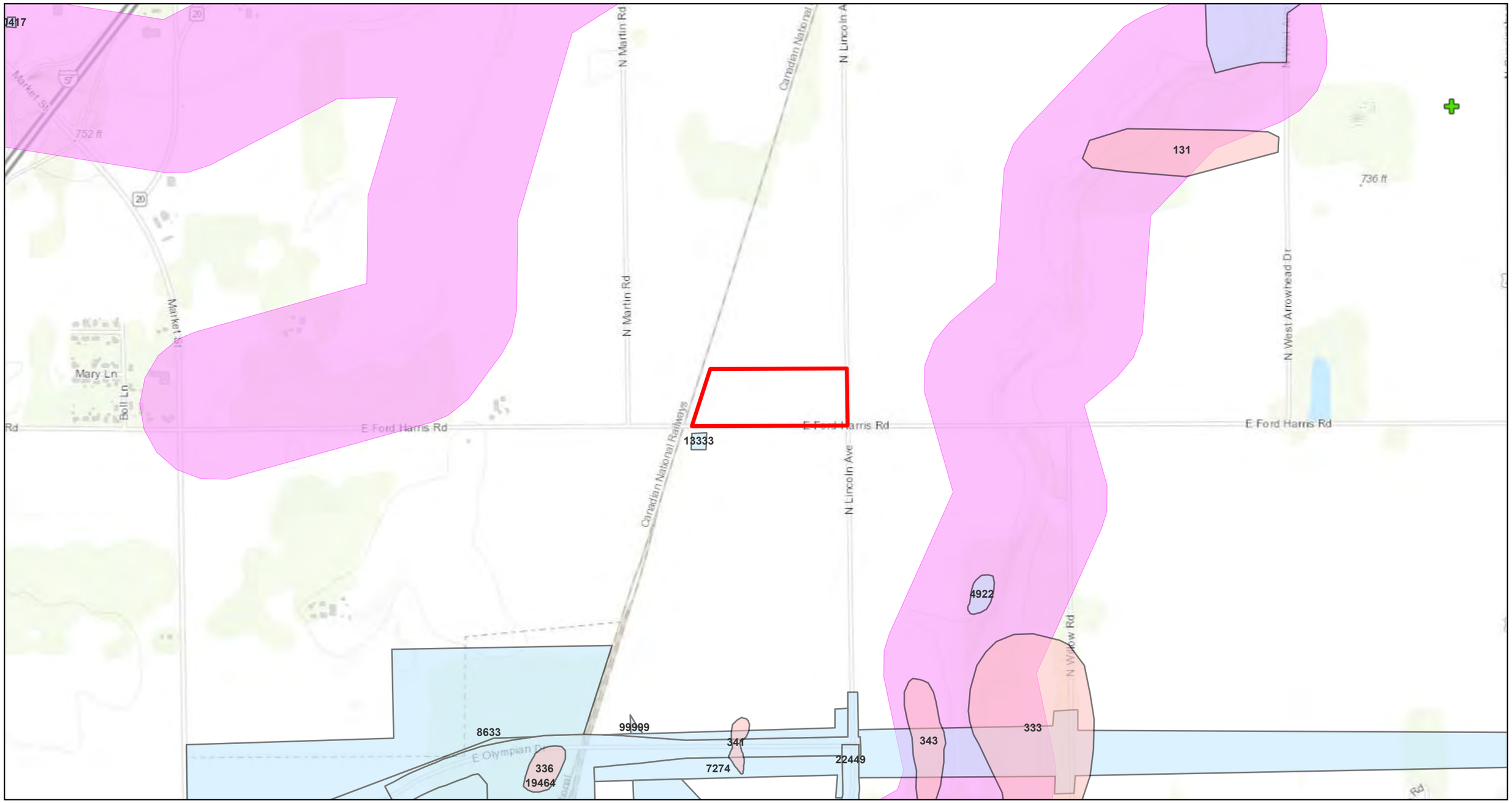
Please contact me if you have questions regarding this review.

Isabella Newingham

Isabella Newingham
Division of Ecosystems and Environment
217-785-5500


Historic & Architectural Resources Geographic Information System - HA
Address or RefNum
N Martin Rd
N Martin Rd
Canadian National Railways
N Lincoln Ave
Study Area
E Ford Harris Rd
E Ford Harris Rd
Canadian National Railways
N Lincoln Ave
N Willow Rd
E Olympian Dr
0.2mi
-88.202 40.168 Degrees

East Ford Harris Road



3/10/2025, 1:17:48 PM

- Study Area
- IAS Sites
- Surveys
- ISM Cemeteries
- Archaeological Resource Potential

1:18,056

0 0.17 0.35 0.7 mi

0 0.28 0.55 1.1 km

Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA

ArcGIS Web AppBuilder

Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA | Data capture, compilation and library maintenance: Marge Bargh, Colin Treworgy, and other ISGS Coal Section staff Compilation of library tiles to create this product: Chris Korose Documentation: Cheri Chenoweth, Chris Korose, and Alan Myers

EXHIBIT E: USFWS CONSULATION

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Southern Illinois Sub-Office
Southern Illinois Sub-office
8588 Route 148
Marion, IL 62959-5822
Phone: (618) 998-5945
Email Address: Marion@fws.gov
https://www.fws.gov/office/illinois-iowa-ecological-services

In Reply Refer To: 03/06/2025 15:58:09 UTC
Project Code: 2025-0065018
Project Name: East Ford Harris Road

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The attached species list identifies federally threatened, endangered, proposed and candidate species that may occur within the boundary of your proposed project or may be affected by your proposed project. The list also includes designated critical habitat, if present, within your proposed project area or affected by your project. This list is provided to you as the initial step of the consultation process required under section 7(c) of the Endangered Species Act, also referred to as Section 7 Consultation. If you determine that other federally protected species not listed in this Official Species List are present in your action area, you are still responsible to analyze your potential effects to those species and consult with the U.S. Fish and Wildlife Service if consultation is required.

Under 50 CFR 402.12(e) (the regulations that implement Section 7 of the Endangered Species Act) **the accuracy of this species list should be verified after 90 days**. This verification can be completed formally or informally. You may verify the list by visiting the Information for Planning and Consultation (IPaC) website https://ipac.ecosphere.fws.gov at regular intervals during project planning and implementation and completing the same process you used to receive the attached list.

Section 7 Consultation

Section 7 of the Endangered Species Act of 1973 requires that actions authorized, funded, or carried out by Federal agencies not jeopardize federally threatened or endangered species or adversely modify designated critical habitat. To fulfill this mandate, Federal agencies (or their designated non-federal representative) must consult with the U.S. Fish and Wildlife Service

(Service) if they determine their project “may affect” listed species or designated critical habitat. Under the ESA, it is the responsibility of the Federal action agency or its designated representative to determine if a proposed action may affect endangered, threatened, or proposed species, or designated critical habitat, and if so, to consult with the Service further. Similarly, it is the responsibility of the Federal action agency or project proponent, not the Service to make "no effect" determinations. If you determine that your proposed action will have no effect on threatened or endangered species or their respective designated critical habitat, you do not need to seek concurrence with the Service.

Note: For some species or projects, IPaC will present you with *Determination Keys*. You may be able to use one or more Determination Keys to conclude consultation on your action for species covered by those keys.

Technical Assistance for Listed Species

1. For assistance in determining if suitable habitat for listed, candidate, or proposed species occurs within your project area or if species may be affected by project activities, you can obtain information on the species life history, species status, current range, and other documents by selecting the species from the thumbnails or list view and visiting the species profile page.???????

No Effect Determinations for Listed Species

1. If there are *no* species or designated critical habitats on the Endangered Species portion of the species list: conclude "no species and no critical habitat present" and document your finding in your project records. No consultation under ESA section 7(a)(2) is required if the action would result in no effects to listed species or critical habitat. Maintain a copy of this letter and IPaC official species list for your records.
2. If any species or designated critical habitat are listed as potentially present in the **action area** of the proposed project the project proponents are responsible for determining if the proposed action will have “no effect” on any federally listed species or critical habitat. No effect, with respect to species, means that no individuals of a species will be exposed to any consequence of a federal action or that they will not respond to such exposure.
3. If the species habitat is not present within the action area or current data (surveys) for the species in the action area are negative: conclude “no species habitat or species present” and document your finding in your project records. For example, if the project area is located entirely within a “developed area” (an area that is already graveled/paved or supports structures and the only vegetation is limited to frequently mowed grass or conventional landscaping, is located within an existing maintained facility yard, or is in cultivated cropland conclude no species habitat present. Be careful when assessing actions that affect: 1) rights-of-ways that contains natural or semi-natural vegetation despite periodic mowing or other management; structures that have been known to support listed species (example: bridges), and 2) surface water or groundwater. Several species inhabit rights-of-ways, and you should carefully consider effects to surface water or groundwater, which often extend outside of a project’s immediate footprint.
4. Adequacy of Information & Surveys - Agencies may base their determinations on the best evidence that is available or can be developed during consultation. Agencies must give the benefit of any doubt to the species when there are any inadequacies in the information. Inadequacies may include uncertainty in any step of the analysis. To provide adequate information on which to base a determination, it may be appropriate to conduct surveys to determine whether listed species or their habitats are present in the action area. Please contact our office for more information or see the survey guidelines that the Service has made available in IPaC.

May Effect Determinations for Listed Species

1. If the species habitat is present within the action area and survey data is unavailable or inconclusive: assume the species is present or plan and implement surveys and interpret results in coordination with our office. If assuming species present or surveys for the species are positive continue with the may affect determination process. May affect, with respect to a species, is the appropriate conclusion when a species might be exposed to a consequence of a federal action and could respond to that exposure. For critical habitat, ‘may affect’ is the appropriate conclusion if the action area overlaps with mapped areas of critical habitat and an essential physical or biological feature may be exposed to a consequence of a federal action and could change in response to that exposure.
2. Identify stressors or effects to the species and to the essential physical and biological features of critical habitat that overlaps with the action area. Consider all consequences of the action and assess the potential for each life stage of the species that occurs in the action area to be exposed to the stressors. Deconstruct the action into its component parts to be sure that you do not miss any part of the action that could cause effects to the species or physical and biological features of critical habitat. Stressors that affect species’ resources may have consequences even if the species is not present when the project is implemented.
3. If no listed or proposed species will be exposed to stressors caused by the action, a ‘no effect’ determination may be appropriate – be sure to separately assess effects to critical habitat, if any overlaps with the action area. If you determined that the proposed action or other activities that are caused by the proposed action may affect a species or critical habitat, the next step is to describe the manner in which they will respond or be altered. Specifically, to assess whether the species/critical habitat is "not likely to be adversely affected" or "likely to be adversely affected."
4. Determine how the habitat or the resource will respond to the proposed action (for example, changes in habitat quality, quantity, availability, or distribution), and assess how the species is expected to respond to the effects to its habitat or other resources. Critical habitat analyses focus on how the proposed action will affect the physical and biological features of the critical habitat in the action area. If there will be only beneficial effects or the effects of the action are expected to be insignificant or discountable, conclude "may affect, not likely to adversely affect" and submit your finding and supporting rationale to our office and request concurrence.
5. If you cannot conclude that the effects of the action will be wholly beneficial, insignificant, or discountable, check IPaC for species-specific Section 7 guidance and conservation measures to determine whether there are any measures that may be implemented to avoid or minimize the negative effects. If you modify your proposed action to include conservation measures, assess how inclusion of those measures will likely change the effects of the action. If you cannot conclude that the effects of the action will be wholly beneficial, insignificant, or discountable, contact our office for assistance.
6. Letters with requests for consultation or correspondence about your project should include the Consultation Tracking Number in the header. Electronic submission is preferred.

For additional information on completing Section 7 Consultation including a Glossary of Terms used in the Section 7 Process, information requirements for completing Section 7, and example letters visit the Midwest Region Section 7 Consultations website at: https://www.fws.gov/library/collections/midwest-region-section-7-consultations.

https://www.fws.gov/office/midwest-region-headquarters/midwest-section-7-technical-assistance

You may find more specific information on completing Section 7 on communication towers and transmission lines on the following websites:

- Incidental Take Beneficial Practices: Power Lines - https://www.fws.gov/story/incidental-take-beneficial-practices-power-lines
- Recommended Best Practices for Communication Tower Design, Siting, Construction, Operation, Maintenance, and Decommissioning. - https://www.fws.gov/media/recommended-best-practices-communication-tower-design-siting-construction-operation

Tricolored Bat Update

On September 14, 2022, the Service published a proposal in the Federal Register to list the tricolored bat (Perimyotis subflavus) as endangered under the Endangered Species Act (ESA). The Service has up to 12-months from the date the proposal published to make a final determination, either to list the tricolored bat under the Act or to withdraw the proposal. The Service determined the bat faces extinction primarily due to the rangewide impacts of white-nose syndrome (WNS), a deadly fungal disease affecting cave-dwelling bats across North America. Because tricolored bat populations have been greatly reduced due to WNS, surviving bat populations are now more vulnerable to other stressors such as human disturbance and habitat loss. Species proposed for listing are not afforded protection under the ESA; however, as soon as a listing becomes effective (typically 30 days after publication of the final rule in the Federal Register), the prohibitions against jeopardizing its continued existence and “take” will apply. Therefore, if your future or existing project has the potential to adversely affect tricolored bats after the potential new listing goes into effect, we recommend that the effects of the project on tricolored bat and their habitat be analyzed to determine whether authorization under ESA section 7 or 10 is necessary. Projects with an existing section 7 biological opinion may require reinitiation of consultation, and projects with an existing section 10 incidental take permit may require an amendment to provide uninterrupted authorization for covered activities. Contact our office for assistance.

Bald and Golden Eagles

Although no longer protected under the Endangered Species Act, be aware that bald eagles are protected under the Bald and Golden Eagle Protection Act and Migratory Bird Treaty Act, as are golden eagles. Projects affecting these species may require measures to avoid harming eagles or may require a permit. If your project is near an eagle nest or winter roost area, please contact our office for further coordination. For more information on permits and other eagle information

visit our website https://www.fws.gov/library/collections/bald-and-golden-eagle-management.

We appreciate your concern for threatened and endangered species. Please feel free to contact our office with questions or for additional information.

Attachment(s):

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Southern Illinois Sub-Office
Southern Illinois Sub-office
8588 Route 148
Marion, IL 62959-5822
(618) 998-5945

PROJECT SUMMARY

Project Code: 2025-0065018
Project Name: East Ford Harris Road
Project Type: Power Gen - Solar
Project Description: On behalf of New Leaf Energy, Inc. (NLE), Kimley-Horn is initiating consultation with the USFWS to determine potential impacts to federally listed threatened and endangered species for a proposed commercial solar facility, referred to as East Ford Harris Solar, leased and constructed by NLE. The Study Area comprises approximately 28 total acres and primarily consists of cropland (corn/soybean). The solar facility will include access roads and associated utilities

Project Location:

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@40.17196525,-88.21387461836595,14z

Counties: Champaign County, Illinois

ENDANGERED SPECIES ACT SPECIES

There is a total of 6 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries[1], as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

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1. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
Indiana Bat *Myotis sodalis* There is **final** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/5949	Endangered
Northern Long-eared Bat *Myotis septentrionalis* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9045	Endangered

BIRDS

NAME	STATUS
Whooping Crane *Grus americana* Population: U.S.A. (AL, AR, CO, FL, GA, ID, IL, IN, IA, KY, LA, MI, MN, MS, MO, NC, NM, OH, SC, TN, UT, VA, WI, WV, western half of WY) No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/758	Experimental Population, Non-Essential

CLAMS

NAME	STATUS
Salamander Mussel *Simpsonaias ambigua* There is **proposed** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/6208	Proposed Endangered

INSECTS

NAME	STATUS
Monarch Butterfly *Danaus plexippus* There is **proposed** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/9743	Proposed Threatened

FLOWERING PLANTS

NAME	STATUS
Eastern Prairie Fringed Orchid *Platanthera leucophaea* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/601	Threatened

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

USFWS NATIONAL WILDLIFE REFUGE LANDS AND FISH HATCHERIES

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

IPAC USER CONTACT INFORMATION

Agency:	Kimley-Horn and Associates
Name:	Adynn Stedillie
Address:	14800 Galaxie Ave
Address Line 2:	Suite 200
City:	Apple Valley
State:	MN
Zip:	55124
Email	adynn.stedillie@kimley-horn.com
Phone:	9522100075

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Project information

NAME

East Ford Harris Road

LOCATION

Champaign County, Illinois

DESCRIPTION

Some(On behalf of New Leaf Energy, Inc. (NLE), Kimley-Horn is initiating consultation with the USFWS to determine potential impacts to federally listed threatened and endangered species for a proposed commercial solar facility, referred to as East Ford Harris Solar, leased and constructed by NLE. The Study Area comprises approximately 28 total acres and primarily

consists of cropland (corn/soybean). The solar facility will include access roads and associated utilities)

Local office

Southern Illinois Sub-Office

(618) 998-5945
Marion@fws.gov

MAILING ADDRESS
Southern Illinois Sub-office
8588 Route 148
Marion, IL 62959-5822

PHYSICAL ADDRESS
6987 Headquarters Road
Marion, IL 62959

https://www.fws.gov/office/illinois-iowa-ecological-services

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Log in to IPaC.
2. Go to your My Projects list.
3. Click PROJECT HOME for this project.
4. Click REQUEST SPECIES LIST.

Listed species[1] and their critical habitats are managed by the Ecological Services Program of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries[2]).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact NOAA Fisheries for species under their jurisdiction.

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1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the listing status page for more information. IPaC only shows species that are regulated by USFWS (see FAQ).
2. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Mammals

NAME	STATUS
Indiana Bat Myotis sodalis Wherever found There is **final** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/5949	Endangered
Northern Long-eared Bat Myotis septentrionalis Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/9045	Endangered

Birds

NAME	STATUS
Whooping Crane Grus americana No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/758	EXPN

Clams

NAME	STATUS
Salamander Mussel Simpsonaias ambigua Wherever found There is **proposed** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/6208	Proposed Endangered

Insects

NAME	STATUS
Monarch Butterfly Danaus plexippus Wherever found There is **proposed** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/9743	Proposed Threatened

Flowering Plants

NAME	STATUS

Eastern Prairie Fringed Orchid Platanthera leucophaea Threatened

Wherever found

No critical habitat has been designated for this species.

https://ecos.fws.gov/ecp/species/601

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

There are no critical habitats at this location.

You are still required to determine if your project(s) may have effects on all above listed species.

Bald & Golden Eagles

Bald and Golden Eagles are protected under the Bald and Golden Eagle Protection Act [2] and the Migratory Bird Treaty Act (MBTA) [1]. Any person or organization who plans or conducts activities that may result in impacts to Bald or Golden Eagles, or their habitats, should follow appropriate regulations and consider implementing appropriate avoidance and minimization measures, as described in the various links on this page.

Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide avoidance and minimization measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

There are Bald Eagles and/or Golden Eagles in your project area.

Measures for Proactively Minimizing Eagle Impacts

For information on how to best avoid and minimize disturbance to nesting bald eagles, please review the National Bald Eagle Management Guidelines. You may employ the timing and activity-specific distance recommendations in this document when designing your project/activity to avoid and minimize eagle impacts. For bald eagle information specific to Alaska, please refer to Bald Eagle Nesting and Sensitivity to Human Activity.

The FWS does not currently have guidelines for avoiding and minimizing disturbance to nesting Golden Eagles. For site-specific recommendations regarding nesting Golden Eagles, please consult with the appropriate Regional Migratory Bird Office or Ecological Services Field Office.

If disturbance or take of eagles cannot be avoided, an incidental take permit may be available to authorize any take that results from, but is not the purpose of, an otherwise lawful activity. For assistance making this determination for Bald Eagles, visit the Do I Need A Permit Tool. For assistance making this determination for golden eagles, please consult with the appropriate Regional Migratory Bird Office or Ecological Services Field Office.

Ensure Your Eagle List is Accurate and Complete
If your project area is in a poorly surveyed area in IPaC, your list may not be complete and you may need to rely on other resources to determine what species may be present (e.g. your local FWS field office, state surveys, your own surveys). Please review the Supplemental Information on Migratory Birds and Eagles, to help you properly interpret the report for your specified location, including determining if there is sufficient data to ensure your list is accurate.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to bald or golden eagles on your list, see the "Probability of Presence Summary" below to see when these bald or golden eagles are most likely to be present and breeding in your project area.

Review the FAQs
The FAQs below provide important additional information and resources.

NAME	BREEDING SEASON
Bald Eagle Haliaeetus leucocephalus This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.	Breeds Oct 15 to Aug 31

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (■)
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

To see a bar's survey effort range, simply hover your mouse cursor over the bar.

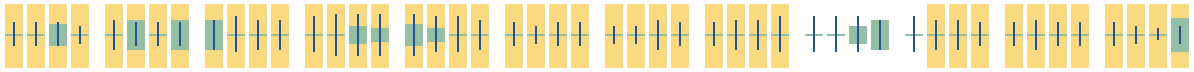
No Data (–)
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

■ probability of presence ■ breeding season | survey effort – no data

SPECIES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC

Bald Eagle
Non-BCC
Vulnerable



Bald & Golden Eagles FAQs

What does IPaC use to generate the potential presence of bald and golden eagles in my specified location?

The potential for eagle presence is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are an eagle (Bald and Golden Eagle Protection Act requirements may apply).

Proper interpretation and use of your eagle report

On the graphs provided, please look carefully at the survey effort (indicated by the black vertical line) and for the existence of the "no data" indicator (a red horizontal line). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort line or no data line (red horizontal) means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list and associated information help you know what to look for to confirm presence and helps guide you in knowing when to implement avoidance and minimization measures to eliminate or reduce potential impacts from your project activities or get the appropriate permits should presence be confirmed.

How do I know if eagles are breeding, wintering, or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating, or resident), you may query your location using the RAIL Tool and view the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If an eagle on your IPaC migratory bird species list has a breeding season associated with it (indicated by yellow vertical bars on the phenology graph in your “IPaC PROBABILITY OF PRESENCE SUMMARY” at the top of your results list), there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

Interpreting the Probability of Presence Graphs

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. A taller bar indicates a higher probability of species presence. The survey effort can be used to establish a level of confidence in the presence score.

How is the probability of presence score calculated? The calculation is done in three steps:

The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.

To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability

of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.

The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

Breeding Season ()
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort ()
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data ()
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

Migratory birds

The Migratory Bird Treaty Act (MBTA) [1] prohibits the take (including killing, capturing, selling, trading, and transport) of protected migratory bird species without prior authorization by the Department of Interior U.S. Fish and Wildlife Service (Service). The incidental take of migratory birds is the injury or death of birds that results from, but is not the purpose, of an activity. The Service interprets the MBTA to prohibit incidental take.

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.

Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide avoidance and minimization measures for birds
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

Measures for Proactively Minimizing Migratory Bird Impacts

Your IPaC Migratory Bird list showcases birds of concern, including Birds of Conservation Concern (BCC), in your project location. This is not a comprehensive list of all birds found in your project area. However, you can help proactively minimize significant impacts to all birds at your project location by implementing the measures in the Nationwide avoidance and minimization measures for birds document, and any other project-specific avoidance and minimization measures suggested at the link Measures for avoiding and minimizing impacts to birds for the birds of concern on your list below.

Ensure Your Migratory Bird List is Accurate and Complete

If your project area is in a poorly surveyed area, your list may not be complete and you may need to rely on other resources to determine what species may be present (e.g. your local FWS field office, state surveys, your own surveys). Please review the Supplemental Information on Migratory Birds and Eagles document, to help you properly interpret the report for your specified location, including determining if there is sufficient data to ensure your list is accurate.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the "Probability of Presence Summary" below to see when these birds are most likely to be present and breeding in your project area.

Review the FAQs

The FAQs below provide important additional information and resources.

NAME	BREEDING SEASON
American Golden-plover Pluvialis dominica This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds elsewhere
Bald Eagle Haliaeetus leucocephalus This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.	Breeds Oct 15 to Aug 31
Black-billed Cuckoo Coccyzus erythropthalmus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9399	Breeds May 15 to Oct 10
Bobolink Dolichonyx oryzivorus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 20 to Jul 31

Cerulean Warbler Setophaga cerulea — Breeds Apr 21 to Jul 20

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/2974

Chimney Swift Chaetura pelagica — Breeds Mar 15 to Aug 25

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Eastern Whip-poor-will Antrostomus vociferus — Breeds May 1 to Aug 20

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Grasshopper Sparrow Ammodramus savannarum perpallidus — Breeds Jun 1 to Aug 20

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA
https://ecos.fws.gov/ecp/species/8329

Henslow's Sparrow Centronyx henslowii — Breeds May 1 to Aug 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/3941

Kentucky Warbler Geothlypis formosa — Breeds Apr 20 to Aug 20

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Lesser Yellowlegs Tringa flavipes — Breeds elsewhere

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9679

Pectoral Sandpiper Calidris melanotos — Breeds elsewhere

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Prothonotary Warbler Protonotaria citrea — Breeds Apr 1 to Jul 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Red-headed Woodpecker Melanerpes erythrocephalus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 10 to Sep 10
Rusty Blackbird Euphagus carolinus This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds elsewhere
Semipalmated Sandpiper Calidris pusilla This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds elsewhere
Short-billed Dowitcher Limnodromus griseus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9480	Breeds elsewhere
Upland Sandpiper Bartramia longicauda This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9294	Breeds May 1 to Aug 31
Wood Thrush Hylocichla mustelina This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 10 to Aug 31

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

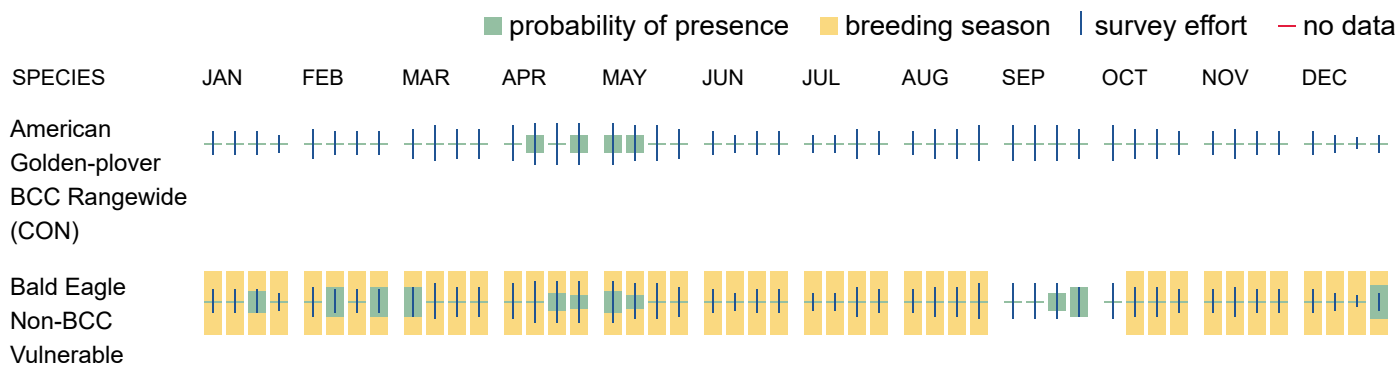
Breeding Season (■)
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

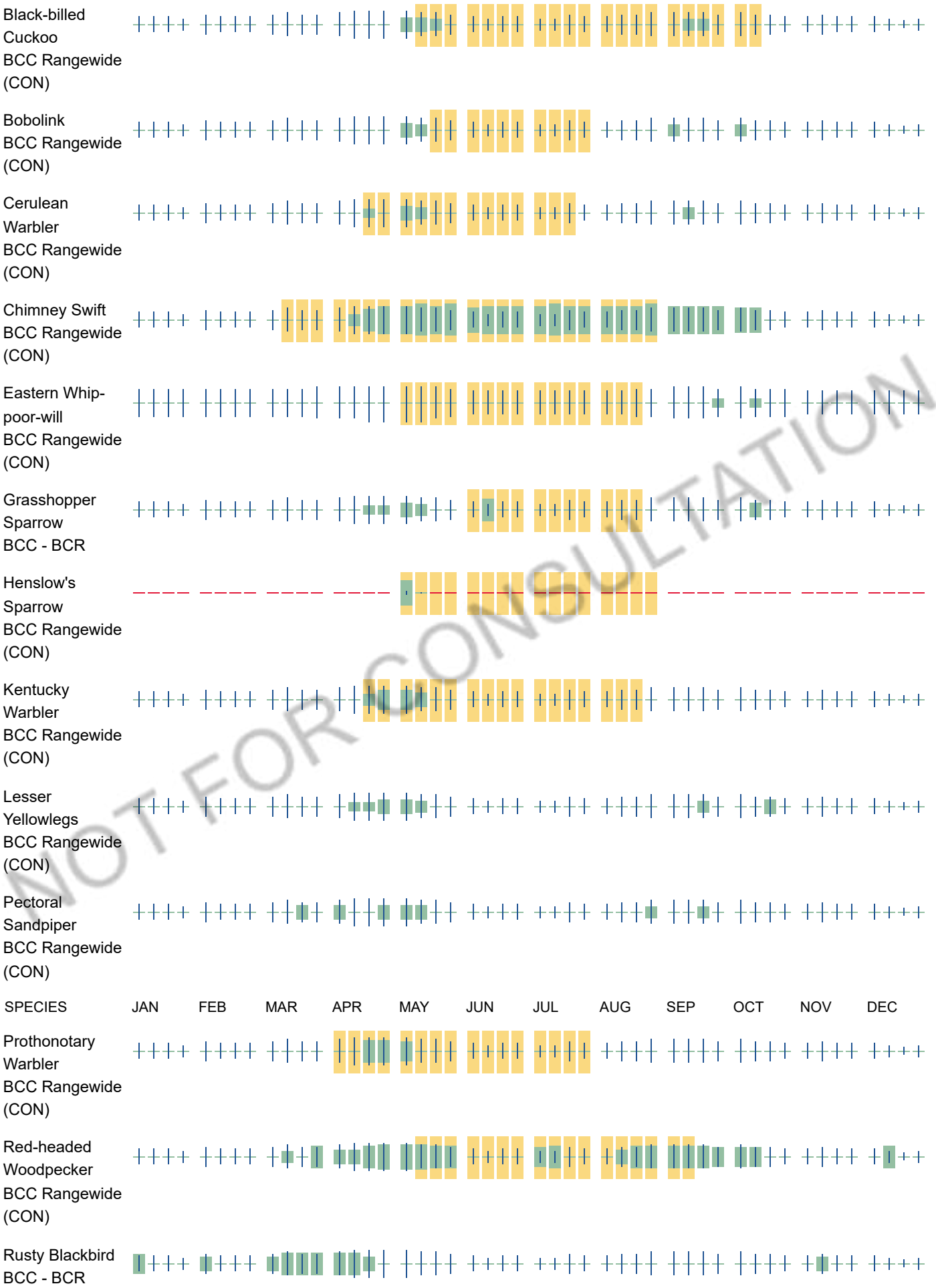
Survey Effort (|)
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

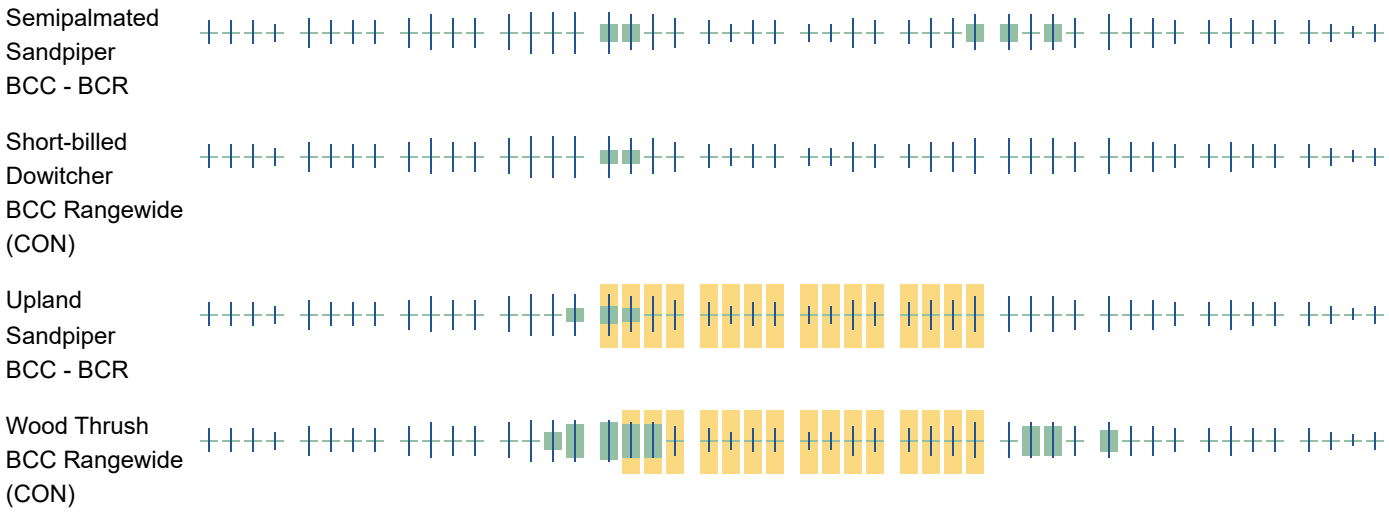
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (–)
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.







Migratory Bird FAQs

Tell me more about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds.

Nationwide Avoidance & Minimization Measures for Birds describes measures that can help avoid and minimize impacts to all birds at any location year-round. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is one of the most effective ways to minimize impacts. To see when birds are most likely to occur and breed in your project area, view the Probability of Presence Summary. Additional measures or permits may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the list of migratory birds that potentially occur in my specified location?

The Migratory Bird Resource List is comprised of Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location, such as those listed under the Endangered Species Act or the Bald and Golden Eagle Protection Act and those species marked as "Vulnerable". See the FAQ "What are the levels of concern for migratory birds?" for more information on the levels of concern covered in the IPaC migratory bird species list.

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) with which your project intersects. These species have been identified as warranting special attention because they are BCC species in that area, an eagle (Bald and Golden Eagle Protection Act requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, and to verify survey effort when no results present, please visit the Rapid Avian Information Locator (RAIL) Tool.

Why are subspecies showing up on my list?

Subspecies profiles are included on the list of species present in your project area because observations in the AKN for **the species** are being detected. If the species are present, that means that the subspecies may also be present. If a subspecies shows up on your list, you may need to rely on other resources to determine if that subspecies may be present (e.g. your local FWS field office, state surveys, your own surveys).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the Avian Knowledge Network (AKN). This data is derived from a growing collection of survey, banding, and citizen science datasets.

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go to the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating, or resident), you may query your location using the RAIL Tool and view the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If a bird on your IPaC migratory bird species list has a breeding season associated with it (indicated by yellow vertical bars on the phenology graph in your “IPaC PROBABILITY OF PRESENCE SUMMARY” at the top of your results list), there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are Birds of Conservation Concern (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the Bald and Golden Eagle Protection Act requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially BCC species. For more information on avoidance and minimization measures you can implement to help avoid and minimize migratory bird impacts, please see the FAQ “Tell me more about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds”.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the Northeast Ocean Data Portal. The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project

review. Alternately, you may download the bird model results files underlying the portal maps through the NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project webpage.

Proper interpretation and use of your migratory bird report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please look carefully at the survey effort (indicated by the black vertical line) and for the existence of the "no data" indicator (a red horizontal line). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list does not represent all birds present in your project area. It is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list and associated information help you know what to look for to confirm presence and helps guide implementation of avoidance and minimization measures to eliminate or reduce potential impacts from your project activities, should presence be confirmed. To learn more about avoidance and minimization measures, visit the FAQ "Tell me about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds".

Interpreting the Probability of Presence Graphs
Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. A taller bar indicates a higher probability of species presence. The survey effort can be used to establish a level of confidence in the presence score.

How is the probability of presence score calculated? The calculation is done in three steps:
The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.

To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.

The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

Breeding Season ()
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort ()
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data ()
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

There are no refuge lands at this location.

Fish hatcheries

There are no fish hatcheries at this location.

Wetlands in the National Wetlands Inventory (NWI)

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

This location did not intersect any wetlands mapped by NWI.

NOTE: This initial screening does **not** replace an on-site delineation to determine whether wetlands occur. Additional information on the NWI data is provided below.

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tuberficid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate Federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

EXHIBIT F: NOISE ANALYSIS

NOISE LEVELS AT 100' INTERVALS:
100' = 57 DECIBELS (SIMILAR TO HOUSEHOLD REFRIGERATOR)
200' = 51 DECIBELS
500' = 43 DECIBELS (BELOW BACKGROUND = 6DB DROP FOR EVERY DOUBLING OF DISTANCE)

NOTES:
1. SOUND LEVEL 32.8 FEET FROM TRANSFORMER IS 67 DECIBELS (PER 2660 UP-US SPEC SHEET).
2. RURAL AMBIENT BACKGROUND SOUND 7AM TO 7PM = 45 DECIBELS PER ONTARIO MINISTRY OF AGRICULTURE.

NOISE LEVEL EXHIBIT

SCALE: 1" = 200'

0 200' 400'

new leaf energy
55 TECHNOLOGY DRIVE, SUITE 102
LOWELL, MA 01851
PHONE: (800) 818-5249
FAX: (888) 678-8991
WWW.NEWLEAFENERGY.COM

NOT FOR CONSTRUCTION

CBB
9575 W. Higgins Road
Rosemont, Illinois 60018
(847) 823-0500

PROJECT NUMBER:
SF Job Number-XXXX

REV	DATE	DRAWN	CHECKED	RELEASE LEVEL

SCALES STATED ON DRAWINGS ARE VALID ONLY WHEN PLOTTED ARCH D 24" X 36"

NOISE LEVEL EXHIBIT

EXHIBIT G: EXECUTED AIMA

STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT
between
Somer Township Solar 1, LLC

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

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

Somer Township Solar 1, LLC, hereafter referred to as Commercial Solar Energy Facility Owner, or simply as Facility Owner, plans to develop and/or operate a 5 MW AC Commercial Solar Energy Facility in Champaign County [GPS Coordinates: 40.171963, -88.213689], which will consist of up to 27 acres that will be covered by solar facility related components, such as solar panel arrays, racking systems, access roads, an onsite underground collection system, inverters and transformers and any affiliated electric transmission lines. This AIMA is made and entered between the Facility Owner and the IDOA.

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

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

Conditions of the AIMA

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

A. All Construction or Deconstruction activities may be subject to County or other local requirements. However, the specifications outlined in this AIMA shall be the minimum standards applied to all Construction or Deconstruction activities. IDOA may utilize any legal means to enforce this AIMA.

B. Except for Section 17. B. through F., all actions set forth in this AIMA are subject to modification through negotiation by Landowners and the Facility Owner, provided such changes are negotiated in advance of the respective Construction or Deconstruction activities.

C. The Facility Owner may negotiate with Landowners to carry out the actions that Landowners wish to perform themselves. In such instances, the Facility Owner shall offer Landowners the area commercial rate for their machinery and labor costs.

D. All provisions of this AIMA shall apply to associated future Construction, maintenance, repairs, and Deconstruction of the Facility referenced by this AIMA.

E. The Facility Owner shall keep the Landowners and Tenants informed of the Facility's Construction and Deconstruction status, and other factors that may have an impact upon their farming operations.

F. The Facility Owner shall include a statement of its adherence to this AIMA in any environmental assessment and/or environmental impact statement.

G. Execution of this AIMA shall be made a condition of any Conditional/Special Use Permit. Not less than 30 days prior to the commencement of Construction, a copy of this AIMA shall be provided by the Facility Owner to each Landowner that is party to an Underlying Agreement. In addition, this AIMA shall be incorporated into each Underlying Agreement.

H. The Facility Owner shall implement all actions to the extent that they do not conflict with the requirements of any applicable federal, state and local rules and regulations and other permits and approvals that are obtained by the Facility Owner for the Facility.

I. No later than 45 days prior to the Construction and/or Deconstruction of a Facility, the Facility Owner shall provide the Landowner(s) with a telephone number the Landowner can call to alert the Facility Owner should the Landowner(s) have questions or concerns with the work which is being done or has been carried out on his/her property.

J. If there is a change in ownership of the Facility, the Facility Owner assuming ownership of the Facility shall provide written notice within 90 days of ownership transfer, to the Department, the County, and to Landowners of such change. The Financial Assurance requirements and the other terms of this AIMA shall apply to the new Facility Owner.

K. The Facility Owner shall comply with all local, state and federal laws and regulations, specifically including the worker protection standards to protect workers from pesticide exposure.

L. Within 30 days of execution of this AIMA, the Facility Owner shall use Best Efforts to provide the IDOA with a list of all Landowners that are party to an Underlying Agreement and known Tenants of said Landowner who may be affected by the Facility. As the list of Landowners and Tenants is updated, the Facility Owner shall notify the IDOA of any additions or deletions.

M. If any provision of this AIMA is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the AIMA shall be interpreted as if it did not contain the unenforceable provision.

Definitions

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

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

Deconstruction	The removal of a Facility from the property of a Landowner and the restoration of that property as provided in the AIMA.
Deconstruction Plan	A plan prepared by a Professional Engineer, at the Facility's expense, that includes: (1) the estimated Deconstruction cost, in current dollars at the time of filing, for the Facility, considering among other things: i. the number of solar panels, racking, and related facilities involved; ii. the original Construction costs of the Facility; iii. the size and capacity, in megawatts of the Facility; iv. the salvage value of the facilities (if all interests in salvage value are subordinate to that of the Financial Assurance holder if abandonment occurs); v. the Construction method and techniques for the Facility and for other similar facilities; and (2) a comprehensive detailed description of how the Facility Owner plans to pay for the Deconstruction of the Facility.
Department	The Illinois Department of Agriculture (IDOA).
Financial Assurance	A reclamation or surety bond or other commercially available financial assurance that is acceptable to the County, with the County or Landowner as beneficiary.
Landowner	Any person with an ownership interest in property that is used for agricultural purposes and that is party to an Underlying Agreement.
Prime Farmland	Agricultural Land comprised of soils that are defined by the USDA Natural Resources Conservation Service (NRCS) as "Prime Farmland" (generally considered to be the most productive soils with the least input of nutrients and management).
Professional Engineer	An engineer licensed to practice engineering in the State of Illinois.
Soil and Water Conservation District (SWCD)	A unit of local government that provides technical and financial assistance to eligible Landowners for the conservation of soil and water resources.
Tenant	Any person, apart from the Facility Owner, lawfully residing or leasing/renting land that is subject to an Underlying Agreement.
Topsoil	The uppermost layer of the soil that has the darkest color or the highest content of organic matter; more specifically, it is defined as the "A" horizon.
Underlying Agreement	The written agreement between the Facility Owner and the Landowner(s) including, but not limited to, an easement, option, lease, or license under the terms of which another person has constructed, constructs, or intends to construct a Facility on the property of the Landowner.

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

Construction and Deconstruction Standards and Policies

1. Support Structures

A. Only single pole support structures shall be used for the Construction and operation of the Facility on Agricultural Land. Other types of support structures, such as lattice towers or H-frames, may be used on nonagricultural land.

B. Where a Facility's Aboveground Cable will be adjacent and parallel to highway and/or railroad right-of-way, but on privately owned property, the support structures shall be placed as close as reasonably practicable and allowable by the applicable County Engineer or other applicable authorities to the highway or railroad right-of-way. The only exceptions may be at jogs or weaves on the highway alignment or along highways or railroads where transmission and distribution lines are already present.

C. When it is not possible to locate Aboveground Cable next to highway or railroad right-of-way, Best Efforts shall be expended to place all support poles in such a manner to minimize their placement on Cropland (i.e., longer than normal above ground spans shall be utilized when traversing Cropland).

2. Aboveground Facilities

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

3. Guy Wires and Anchors

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

4. Underground Cabling Depth

A. Underground electrical cables located outside the perimeter of the (fence) of the solar panels shall be buried with:

1. a minimum of 5 feet of top cover where they cross Cropland.
2. a minimum of 5 feet of top cover where they cross pastureland or other non-Cropland classified as Prime Farmland.
3. a minimum of 3 feet of top cover where they cross pastureland and other Agricultural Land not classified as Prime Farmland.

4. a minimum of 3 feet of top cover where they cross wooded/brushy land.

B. Provided that the Facility Owner removes the cables during Deconstruction, underground electric cables may be installed to a minimum depth of 18 inches:

1. Within the fenced perimeter of the Facility; or

2. When buried under an access road associated with the Facility provided that the location and depth of cabling is clearly marked at the surface.

C. If Underground Cables within the fenced perimeter of the solar panels are installed to a minimum depth of 5 feet, they may remain in place after Deconstruction.

5. Topsoil Removal and Replacement

A. Any excavation shall be performed in a manner to preserve topsoil. Best Efforts shall be made to store the topsoil near the excavation site in such a manner that it will not become intermixed with subsoil materials.

B. Best Efforts shall be made to store all disturbed subsoil material near the excavation site and separate from the topsoil.

C. When backfilling an excavation site, Best Efforts shall be used to ensure the stockpiled subsoil material will be placed back into the excavation site before replacing the topsoil.

D. Refer to Section 7 for procedures pertaining to rock removal from the subsoil and topsoil.

E. Refer to Section 8 for procedures pertaining to the repair of compaction and rutting of the topsoil.

F. Best Efforts shall be performed to place the topsoil in a manner so that after settling occurs, the topsoil's original depth and contour will be restored as close as reasonably practicable. The same shall apply where excavations are made for road, stream, drainage ditch, or other crossings. In no instance shall the topsoil materials be used for any other purpose unless agreed to explicitly and in writing by the Landowner.

G. Based on the mutual agreement of the landowner and Facility Owner, excess soil material resulting from solar facility excavation shall either be removed or stored on the Landowner's property and reseeded per the applicable National Pollution Discharge Elimination System (NPDES) permit/Stormwater Pollution Prevention Plan (SWPPP). After the Facility reaches the end of its Useful Life, the excess subsoil material shall be returned to an excavation site or removed from the Landowner's property, unless otherwise agreed to by Landowner.

6. Rerouting and Permanent Repair of Agricultural Drainage Tiles

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

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

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

C. **Maintaining Surrounding Area Subsurface Drainage**

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

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

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

E. If there is any dispute between the Landowner and the Facility Owner on the method of permanent drainage tile line repair, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.

F. During Deconstruction, all additional permanent drainage tile line repairs beyond those included above in Section 6.D. must be made within 30 days of identification or notification of the damage, weather and soil conditions permitting. At other times, such repairs must be made at a time mutually agreed upon by the Facility Owner and the Landowner. If the Facility Owner and Landowner cannot agree upon a reasonable method to complete this restoration, the Facility Owner may implement the recommendations of the appropriate County SWCD and such implementation constitutes compliance with this provision.

G. Following completion of the work required pursuant to this Section, the Facility Owner shall be responsible for correcting all drainage tile line repairs that fail due to Construction and/or Deconstruction for one year following the completion of Construction or Deconstruction, provided those repairs were made by the Facility Owner. The Facility Owner shall not be responsible for drainage tile repairs that the Facility Owner pays the Landowner to perform.

7. Rock Removal

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

A. Before replacing any topsoil, Best Efforts shall be taken to remove all rocks greater than 3 inches in any dimension from the surface of exposed subsoil which emerged or were brought to the site as a result of Construction and/or Deconstruction.

B. If trenching, blasting, or boring operations are required through rocky terrain, precautions shall be taken to minimize the potential for oversized rocks to become interspersed in adjacent soil material.

C. Rocks and soil containing rocks removed from the subsoil areas, topsoil, or from any excavations, shall be removed from the Landowner's premises or disposed of on the Landowner's premises at a location that is mutually acceptable to the Landowner and the Facility Owner.

8. Repair of Compaction and Rutting

A. Unless the Landowner opts to do the restoration work on compaction and rutting, after the topsoil has been replaced post-Deconstruction, all areas within the boundaries of the Facility that were traversed by vehicles and Construction and/or Deconstruction equipment that exhibit compaction and rutting shall be restored by the Facility Owner. All prior Cropland shall be ripped at least 18 inches deep or to the extent practicable, and all pasture and woodland shall be ripped at least 12 inches deep or to the extent practicable. The existence of drainage tile lines or underground utilities may necessitate less ripping depth. The disturbed area shall then be disked.

B. All ripping and disking shall be done at a time when the soil is dry enough for normal tillage operations to occur on Cropland adjacent to the Facility.

C. The Facility Owner shall restore all rutted land to a condition as close as possible to its original condition upon Deconstruction, unless necessary earlier as determined by the Landowner.

D. If there is any dispute between the Landowner and the Facility Owner as to what areas need to be ripped/disked or the depth at which compacted areas should be ripped/disked, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.

9. Construction During Wet Weather

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

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

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

10. Prevention of Soil Erosion

A. The Facility Owner shall work with Landowners and create and follow a SWPPP to prevent excessive erosion on land that has been disturbed by Construction or Deconstruction of a Facility.

B. If the Landowner and Facility Owner cannot agree upon a reasonable method to control erosion on the Landowner's property, the Facility Owner shall consider the recommendations of the appropriate County SWCD to resolve the disagreement.

C. The Facility Owner may, per the requirements of the project SWPPP and in consultation with the Landowner, seed appropriate vegetation around all panels and other facility components to prevent erosion. The Facility Owner must utilize Best Efforts to ensure that all seed mixes will be as free of any noxious weed seeds as possible. The Facility Owner shall consult with the Landowner regarding appropriate varieties to seed.

11. Repair of Damaged Soil Conservation Practices

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

12. Compensation for Damages to Private Property

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

13. Clearing of Trees and Brush

A. If trees are to be removed for the Construction or Deconstruction of a Facility, the Facility Owner shall consult with the Landowner to determine if there are trees of commercial or other value to the Landowner.

B. If there are trees of commercial or other value to the Landowner, the Facility Owner shall allow the Landowner the right to retain ownership of the trees to be removed and the disposition of the removed trees shall be negotiated prior to the commencement of land clearing.

14. Access Roads

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

B. Access roads may be left intact during Construction, operation or Deconstruction through mutual agreement of the Landowner and the Facility Owner unless otherwise restricted by federal, state, or local regulations.

C. If the access roads are removed, Best Efforts shall be expended to assure that the land shall be restored to equivalent condition(s) as existed prior to their construction, or as otherwise agreed to by the Facility Owner and the Landowner. All access roads that are removed shall be ripped to a depth of 18 inches. All ripping shall be performed consistent with Section 8.

15. Weed/Vegetation Control

A. The Facility Owner shall provide for weed control in a manner that prevents the spread of weeds. Chemical control, if used, shall be done by an appropriately licensed pesticide applicator.

B. The Facility Owner shall be responsible for the reimbursement of all reasonable costs incurred by owners of agricultural land where it has been determined by the appropriate state or county entity that weeds have spread from the Facility to their property. Reimbursement is contingent upon written notice to the Facility Owner. Facility Owner shall reimburse the property owner within 45 days after notice is received.

C. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility is properly and appropriately maintained. Maintenance may include, but not be limited to, mowing, trimming, chemical control, or the use of livestock as agreed to by the Landowner.

D. The Deconstruction plans must include provisions for the removal of all weed control equipment used in the Facility, including weed-control fabrics or other ground covers.

16. Indemnification of Landowners

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

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

A. Deconstruction of a Facility shall include the removal/disposition of all solar related equipment/facilities, including the following utilized for operation of the Facility and located on Landowner property:

1. Solar panels, cells and modules;
2. Solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems;
3. Solar panel foundations, if used (to depth of 5 feet);

4. Transformers, inverters, energy storage facilities, or substations, including all components and foundations; however, Underground Cables at a depth of 5 feet or greater may be left in place;
5. Overhead collection system components;
6. Operations/maintenance buildings, spare parts buildings and substation/switching gear buildings unless otherwise agreed to by the Landowner;
7. Access Road(s) unless Landowner requests in writing that the access road is to remain;
8. Operation/maintenance yard/staging area unless otherwise agreed to by the Landowner; and
9. Debris and litter generated by Deconstruction and Deconstruction crews.

B. The Facility Owner shall, at its expense, complete Deconstruction of a Facility within twelve (12) months after the end of the useful life of the Facility.

C. During the County permit process, or if none, then prior to the commencement of construction, the Facility Owner shall file with the County a Deconstruction Plan. The Facility Owner shall file an updated Deconstruction Plan with the County on or before the end of the tenth year of commercial operation.

D. The Facility Owner shall provide the County with Financial Assurance to cover the estimated costs of Deconstruction of the Facility. Provision of this Financial Assurance shall be phased in over the first 11 years of the Project's operation as follows:

1. On or before the first anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover ten (10) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
2. On or before the sixth anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover fifty (50) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
3. On or before the eleventh anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover one hundred (100) percent of the estimated costs of Deconstruction of the Facility as determined in the updated Deconstruction Plan provided during the tenth year of commercial operation.

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

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

F. Upon Abandonment, the County may take all appropriate actions for Deconstruction including drawing upon the Financial Assurance.

Concurrence of the Parties to this AIMA

The Illinois Department of Agriculture and Somer Township Solar 1, LLC concur that this AIMA is the complete AIMA governing the mitigation of agricultural impacts that may result from the Construction and Deconstruction of the solar farm project in Champaign County within the State of Illinois.

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

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE

Jerry Costello II

By: Jerry Costello II, Director

Clay Nordsiek

By Clay Nordsiek, Deputy General Counsel

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

7/17, 2025

Somer Township Solar 1, LLC

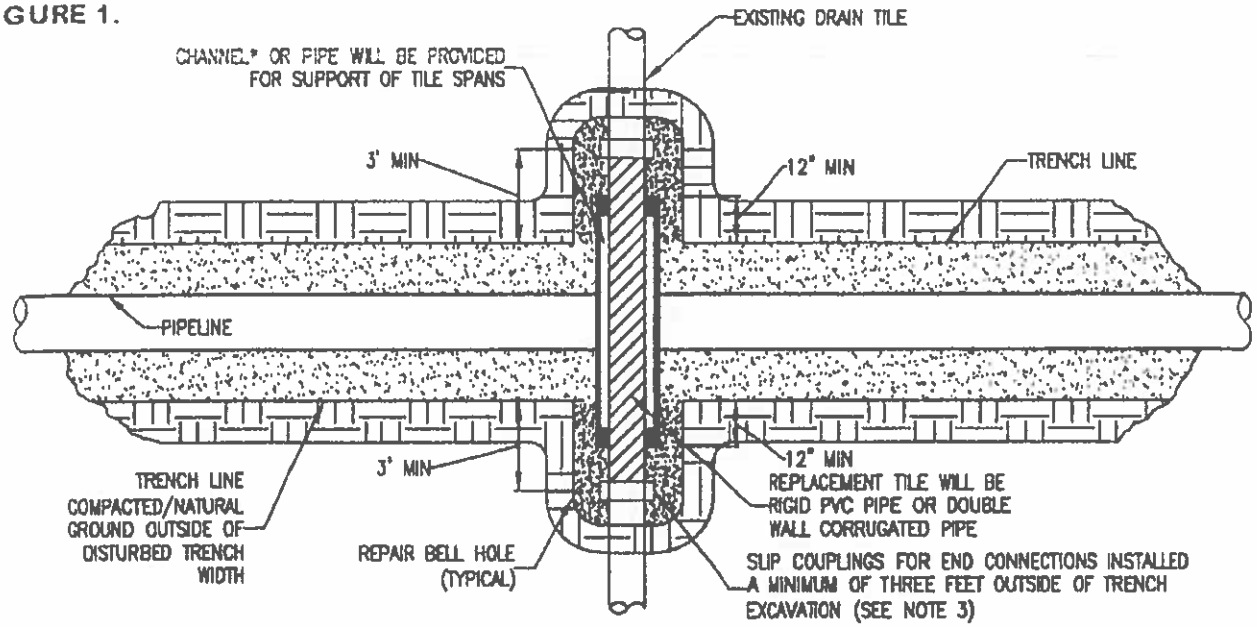
By Kevin Human

55 Technology Drive, Suite 102
Lowell, MA 01851

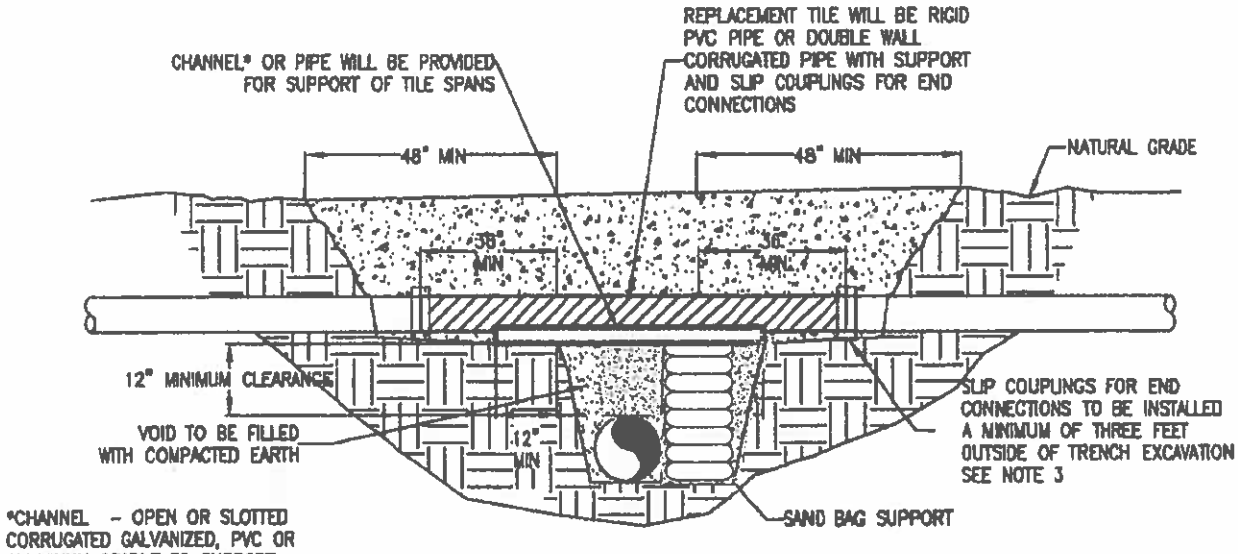
Address

July 8, 2025

FIGURE 1.



PLAN
N.T.S.



*CHANNEL - OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE TO SUPPORT DRAIN TILE.

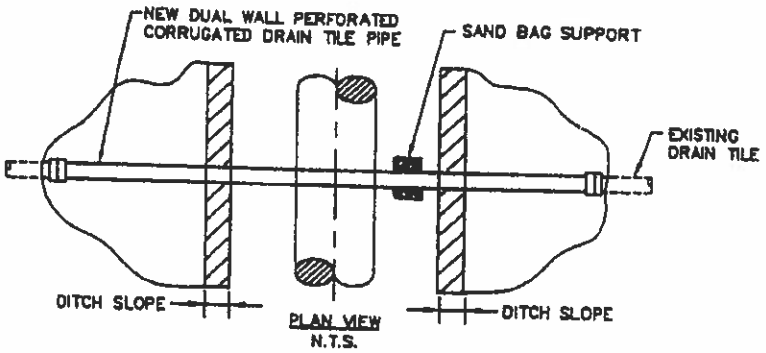
CROSS SECTION
N.T.S.

NOTE:

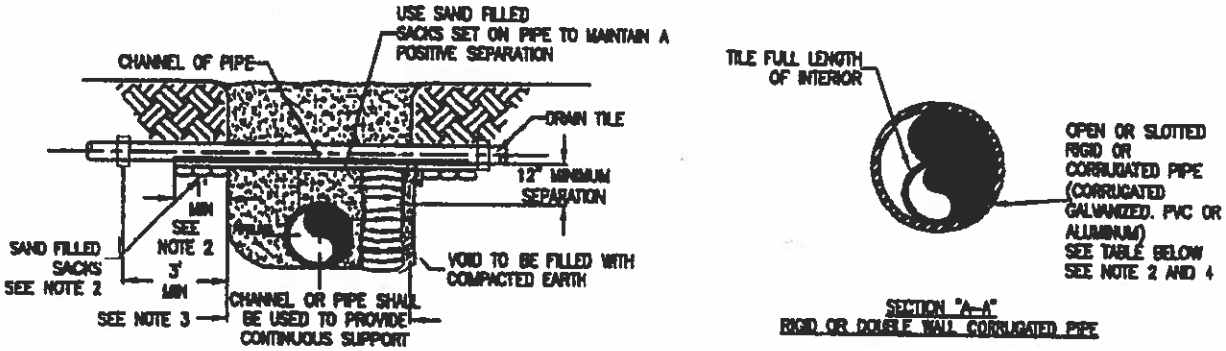
1. IMMEDIATELY REPAIR TILE IF WATER IS FLOWING THROUGH TILE AT TIME OF TRENCHING. IF NO WATER IS FLOWING AND TEMPORARY REPAIR IS DELAYED, OR NOT MADE BY THE END OF THE WORK DAY, A SCREEN OR APPROPRIATE 'NIGHT CAP' SHALL BE PLACED ON OPEN ENDS OF TILE TO PREVENT ENTRAPMENT OF ANIMALS ETC.
2. CHANNEL OR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

TEMPORARY DRAIN TILE REPAIR

FIGURE 2.



PLAN VIEW



END VIEWS

MINIMUM SUPPORT TABLE			
TILE SIZE	CHANNEL SIZE	PIPE SIZE	
3"	4" @ 5.4 #/ft	4"	STD. WT.
4"-5"	5" @ 6.7 #/ft	6"	STD. WT.
6"-9"	7" @ 9.8 #/ft	9"-10"	STD. WT.
10"	10" @ 15.3 #/ft	12"	STD. WT.

NOTE:

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

PERMANENT DRAIN TILE REPAIR

EXHIBIT H: NOTICE FROM URBANA TOWNSHIP

Tom Ryan <tryan@newleafenergy.com>

Fwd: 1200 Ford Harris Road - solar farm inquiry - RE: Question Regarding Pre-Annexation for Solar Project within Urbana Planning Area

Marcus Ricci <Marcus.Ricci@urbanail.gov> Thu, May 15, 2025 at 5:34 PM
To: Kevin Human <khuman@newleafenergy.com>, Tom Ryan <tryan@newleafenergy.com>
Cc: Planning <Planning@urbanail.gov>

Kevin,

We discussed this at our Development Review Team meeting, and determined that, since this would not trigger our Land Development Code, it would not require our review. As it is outside the City limits, and doesn't require a sanitary connection, you would not be required to enter into an Annexation Agreement.

If you are still interested in entering into an Agreement to be treated under our Zoning and Building Codes, we could discuss that option. You would not receive City emergency services until ***after*** the land was actually annexed.

Let me know if you would like to continue the conversation. Have a great evening!

[Quoted text hidden]

EXHIBIT I: NOTICE TO RICK WOLKEN, SOMER TOWNSHIP ROAD COMMISSIONER

Tricia Fishbein

From: Tricia Fishbein
Sent: Friday, August 15, 2025 11:49 AM
To: rick.wolken@aol.com
Cc: Jonathan O'Connell
Subject: E Ford Harris Rd Proposed Gravel Access
Attachments: USACE Exhibit Off East Ford Harris Rd 08112025.pdf

Dear Mr. Wolken,

I hope this message finds you well. I have attempted to reach the phone numbers provided by the county but was unable to get through, so I'm hoping email may be a better way to connect.

I am reaching out regarding an upcoming zoning approval for a community solar project at the parcel with PIN 25-15-20-300-006 in Champaign County (coordinates: 40.171996, -88.210626). The site is located on the northwest corner of E Ford Harris Rd and County Rd 1350 E. Access is planned off E Ford Harris Rd which, based on discussions with the county highway and zoning departments, is believed to fall within Somer Township.

I have attached a site plan showing the proposed development. Access to the site is planned via a gravel road in the approximate location shown on the plan. Please let me know if there is anything else you would need to be comfortable with the proposed site access, or if there are any standards or requirements you would like us to meet.

Thank you,

Tricia Fishbein
Drainage Engineer
Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600 Rosemont, IL 60018
625 W. Adams, Suite 1775 Chicago, IL 60661
Phone: (847) 823-0500 **Cell**: (847) 921-5376 **Fax**: (847) 823-0520
E-Mail: pfishbein@cbbel.com

EXHIBIT J: DECOMMISIONING ESTIMATE

8/21/2025

Energy Decommissioning Cost Estimate - Off East Ford Harris Road

Prepared for Champaign County

This Decommissioning Estimate has been prepared by New Leaf Energy in an attempt to predict the cost associated with the removal of the proposed solar facility. The primary cost of decommissioning is the labor to dismantle and load as well as the cost of trucking and equipment. All material will be removed from the site, including the concrete equipment pads, which will be broken up at the site and hauled to the nearest transfer station.

Summary

Project Details	
Project Type	DG-PV
DC Size	6,754.0 kWdc
AC Size	4,990.0 kWac

Decommissioning Cost	$366,312

Scope of Work Roll Up	Price ($)
De-energize System	$1,595.64
Disassembly and Demolition	$68,670.54
Civil	$178,887.12
Haul and Disposal	$50,425.01
General Conditions	$66,734.07
TOTAL Exclude Salvage Costs	$366,312.39
Salavage Costs	$0.00
Contigency (Exclude Salvage Cost)	$0.00
TOTAL	$366,312

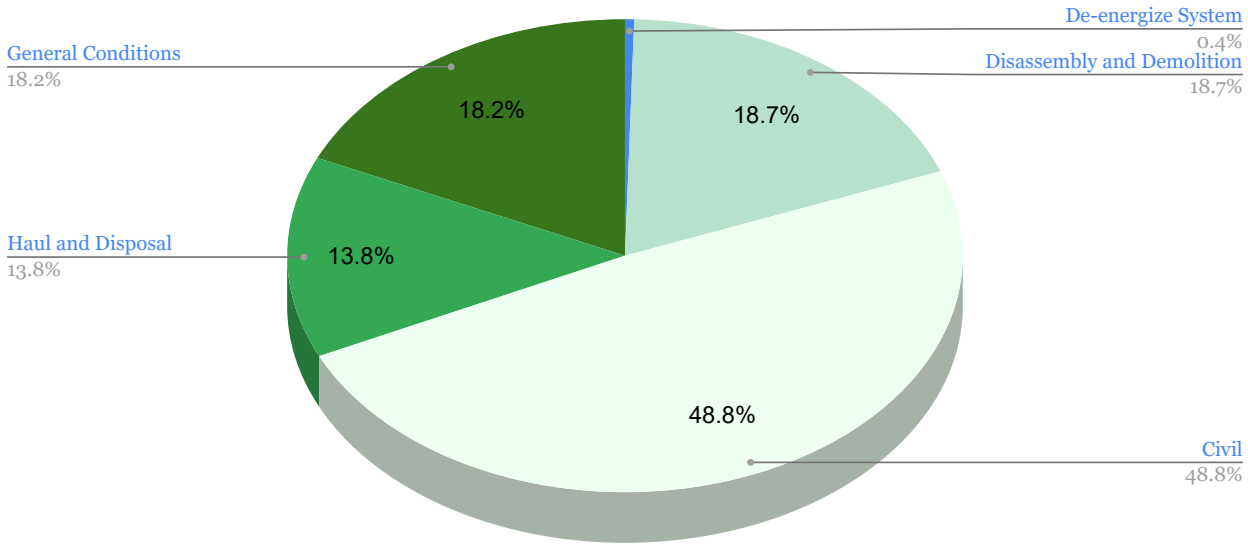
Project Inputs	
Fenced Acreage	21.4 Acres
Concrete Area (SF) (Do not include Gravel)	4,000 SF
Fence Length (LF)	4,500 LF
Depth of Access Road (in) (Default 13")	13 in
Access Road Area (SF)	9,515 SF
Volume of all Basins (CY)	0 CY
LV Trench (LF)	2,448 SF
MV Trench (LF)	0 SF
Overhead MV Run (LF)	120 SF
AcoustiFence (LF) - 16' Assumpt	0 SF
Sound Wall Length (LF) - 20' Assumpt	0 SF
Minor Stream Crossings (Qty)	0
Topography - Post COD	0 - 5%

Project Paramters	
Prevailing Wage	Yes
State Labor Wages	Included

Scope of Work Breakdown

De-energize System	$1,595.64
Disassembly and Demolition	$68,671
Module Dissembly	$38,674
RackingDissembly	$10,395
DC Equipment	$398
LV Equipment	$2,090
MV Equipment	$10,268
Wiring	$6,845
Civil	$178,887
Mobilization/ Demobilization	$5,000
Site Restoration	$70,267
Cement Work & Pad Mount Area	$36,920
Fence Removal	$23,265
Erosion Control & Water Management	$5,508
Access Road Removal	$5,136
Trenching / Wire Runs	$32,791
Stormwater & Basin Removal	$0
Other Demo	$0
Project Specific	$0
Haul and Disposal	$50,425
1 Dump Truck, 12 C.Y., 400 H.P.	$24,318
Truck Driver (heavy)	$15,303
Transportation to DIsposal Site (18 Tons or 25 CY)	$804
Disposal Costs and Fees	$10,000
General Conditions	$66,734
Overhead	$24,950
EPC General Requirements	$5,000
Project Management / Construction Control	$31,784
Mobilization	$2,500
Demobilization	$2,500
Bonds and Insurance	$0
Salavage Costs	$0
Unprepared Steel	$0
Batteries	
PV modules	$0
Copper wire and parts	$0
Transformer and switchgear	$0
Aluminum rack and parts	$0
Contigency (Exclude Salvage Cost)	$0.00

Decommissioning Cost Breakdown



Weight Assumptions	
lb/ Mod	63.49
lb/ Screw	40
lb/LF Fence	0.71
lb/ Pile	9
Racking: lb/Mod	35.5
lb/ Transformer	15000
lb/CY gravel	2,400
Max Truck Carrying Cap (lbs, for single axle)	28,000

Removal Weights	
Module Weight (lb)	726,799
Racking Weight (lb)	406,385
Pile Weight (lb)	0
Screw Weight (lb)	0
Fence Weight (lb)	3,195
Transformer (lb)	30,000
Concrete (lb)	300,000
Gravel (lb)	916,259

Equipment Quantities	
Module	11,447
Combiner Box	19.96
Inverter/ PCS	19.96
Switchboard	0
Transformers	2
Piles	

Hourly Labor Rates - Prevailing	
Construction Managers	$56.76
Solar Photovoltaic Installers	$47.58
Operating Engineers and Other Construction Equipr	$88.39
Electricians	$79.78
MV Electrician	$99.73
Substation Electrician	$163.24
Structural Iron and Steel Workers	$82.13
Construction Laborers	$67.57

EXHIBIT K: US ARMY CORPS CONSULTATION

EXHIBIT K: US ARMY CORPS CONSULTATION

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, LOUISVILLE DISTRICT
INDIANAPOLIS REGULATORY OFFICE
8902 OTIS AVENUE, SUITE 105B
INDIANAPOLIS, IN 46216

August 18, 2025

Regulatory Division
North Branch
ID No. LRL-2025-00612-jcm

Mr. Kevin Human
New Leaf Energy
55 Technology Drive
Lowell, Massachusetts 01851

Dear Mr. Human,

This is regarding electronic correspondence received August 15, 2025, from Christopher B. Burke Engineering, Ltd concerning the proposed solar array project located in Champaign, Champaign County, Illinois. More specifically, located at Latitude: 40.172137, Longitude: -88.214259. We have reviewed the submitted data relative to Section 404 of the Clean Water Act.

The provided information indicates that no placement of dredged or fill material will be required, permanently or temporarily, into any potential "waters of the United States." Therefore, a Department of the Army permit is not required.

If you have any questions concerning this matter, please contact Mr. Justus McGill by emailing Justus.C.McGill@usace.army.mil or by calling 317-600-1196. Any correspondence should reference our assigned Identification Number LRL-2025-00612-jcm.

Sincerely,

Date: 2025.08.18
13:18:52 -04'00'

Sarah J. Keller
Team Leader
Regulatory Division

Copy Furnished: CBBEL (Anderson)

EXHIBIT L: INTERCONNECTION AGREEMENT

STANDARD AGREEMENT FOR INTERCONNECTION OF DISTRIBUTED ENERGY RESOURCES FACILITIES WITH A CAPACITY LESS THAN OR EQUAL TO 10 MVA

This agreement (together with all attachments, the "Agreement") is made and entered into this 11 day of June 2025, by and between Somer Township Solar 1, LLC ("interconnection customer"), as a limited liability company organized and existing under the laws of the State of Delaware and Ameren Illinois Company, ("Electric Distribution Company" or "EDC"), a corporation existing under the laws of the State of Illinois. Interconnection customer and EDC each may be referred to as a "Party", or collectively as the "Parties".

Recitals:

Whereas, interconnection customer is proposing to install or direct the installation of a distributed energy resources (DER) facility, or is proposing a generating capacity addition to an existing distributed energy resources (DER) facility, consistent with the interconnection request application form completed by interconnection customer on 10/4/2024; and

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

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

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

Article 1. Scope and Limitations of Agreement

1.1 This Agreement shall be used for all approved interconnection requests for DER facilities that fall under Levels 2, 3 and 4 according to the procedures set forth in Part 466 of the Commission's rules (83 Ill. Adm. Code 466) (referred to as the Illinois Distributed Energy Resources Interconnection Standard).

1.2 This Agreement governs the terms and conditions under which the DER facility will interconnect to, and operate in parallel with, the EDC's electric distribution system.

1.3 This Agreement does not constitute an agreement to purchase or deliver the interconnection customer's power.

1.4 Nothing in this Agreement is intended to affect any other agreement between the EDC and the interconnection customer.

1.5 Terms used in this agreement are defined as in Section 466.20 of the Illinois Distributed Energy Resources Interconnection Standard unless otherwise noted.

1.6 Responsibilities of the Parties

1.6.1 The Parties shall perform all obligations of this Agreement in accordance with all applicable laws and regulations.

1.6.2 The EDC shall construct, own, operate, and maintain its interconnection facilities in accordance with this Agreement.

1.6.3 The interconnection customer shall construct, own, operate, and maintain its distributed energy resources (DER) facility and interconnection facilities in accordance with this Agreement.

1.6.4 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for, the facilities that it now or subsequently may own unless otherwise specified in the attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of its respective lines and appurtenances on its respective sides of the point of interconnection.

1.6.5 The interconnection customer agrees to design, install, maintain and operate its DER facility so as to minimize the likelihood of causing an adverse system impact on the electric distribution system or any other electric system that is not owned or operated by the EDC.

1.7 Parallel Operation Obligations

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

1.8 Metering

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

1.9 Reactive Power

1.9.1 Interconnection customers with a DER facility larger than or equal to 1 MVA shall design their DER facilities to maintain a power factor at the point of interconnection between .95 lagging and .95 leading at all times. Interconnection customers with a DER facility smaller than 1 MVA shall design their DER

facility to maintain a power factor at the point of interconnection between .90 lagging and .90 leading at all times.

1.9.2 Any EDC requirements for meeting a specific voltage or specific reactive power schedule as a condition for interconnection shall be clearly specified in Attachment 4. Under no circumstance shall the EDC's additional requirements for voltage or reactive power schedules exceed the normal operating capabilities of the DER facility.

1.9.3 If the interconnection customer does not operate the distributed energy resources (DER) facility within the power factor range specified in Attachment 4, or does not operate the distribute generation facility in accordance with a voltage or reactive power schedule specified in Attachment 4, the interconnection customer is in default, and the terms of Article 6.5 apply.

1.10 Standards of Operations

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

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

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

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

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

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

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

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

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

3.1 Effective Date
This Agreement shall become effective upon execution by all Parties.

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

3.3 Termination

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

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

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

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

3.3.5 Upon termination of this Agreement, the DER facility will be disconnected from the EDC's electric distribution system. Terminating this Agreement does not

relieve either Party of its liabilities and obligations that are owed or continuing when the Agreement is terminated.

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

3.4 Temporary Disconnection

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

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

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

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

3.4.4 Adverse system impact – the EDC must provide the interconnection customer with written notice of its intention to disconnect the DER facility, if the EDC determines that operation of the DER facility creates an adverse system impact. The documentation that supports the EDC's decision to disconnect must be provided to the interconnection customer. The EDC may disconnect the DER facility if, after receipt of the notice, the interconnection customer fails to remedy the adverse system impact, unless emergency conditions exist, in which case, the provisions of Article 3.4.1 apply. The EDC may continue to leave the generating facility disconnected until the adverse system impact is corrected.

3.4.5 Modification of the DER facility – The interconnection customer must receive written authorization from the EDC prior to making any change to the DER facility, other than a minor equipment modification. If the interconnection customer modifies its facility without the EDC's prior written authorization, the EDC has the right to disconnect the DER facility until such time as the EDC concludes the modification poses no threat to the safety or reliability of its electric distribution system.

3.4.6 The EDC's compliance with Article 3 shall preclude any claim for damages for any lost opportunity or other costs incurred by the interconnection customer as a result of an interruption of service under Article 3. Any dispute over whether the EDC complied with Article 3 shall be resolved in accordance with the dispute resolution mechanism set forth in Article 8.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

4.1.1 The interconnection customer shall pay, or reimburse the EDC, as applicable, for the cost of the interconnection facilities itemized in Attachment 3. The EDC shall identify the additional interconnection facilities necessary to interconnect the DER facility with the EDC's electric distribution system, the cost of those facilities, and the time required to build and install those facilities, as well as an estimated date of completion of the building or installation of those facilities.

4.1.2 The interconnection customer is responsible for its expenses, including overheads, associated with owning, operating, maintaining, repairing, and replacing its interconnection equipment.

4.2 Distribution Upgrades

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

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

5.1 Billing and Payment Procedures and Final Accounting (Applies to supplemental reviews conducted under Level 2 or 3 review with EDC construction necessary for accommodating the DER facility, and Level 4 reviews)

5.1.1 The EDC shall bill the interconnection customer for the design, engineering, construction, and procurement costs of EDC-provided interconnection facilities and distribution upgrades contemplated by this Agreement as set forth in Attachment 3. The billing shall occur on a monthly basis, or as otherwise agreed to between the Parties. The interconnection customer shall pay each bill within 30 calendar days after receipt, or as otherwise agreed to between the Parties.

5.1.2 Unless waived by the interconnection customer, within 90 calendar days after completing the construction and installation of the EDC's interconnection facilities and distribution upgrades described in Attachments 2 and 3 to this Agreement, the EDC shall provide the interconnection customer with a final accounting report of any difference between (1) the actual cost incurred to complete the construction and installation of the EDC's interconnection facilities and distribution upgrades; and (2) the interconnection customer's previous deposit and aggregate payments to the EDC for the interconnection facilities and distribution upgrades. If the interconnection customer's cost responsibility exceeds its previous deposit and aggregate payments, the EDC shall invoice the interconnection customer for the amount due and the interconnection customer shall pay the EDC within 30 calendar days. If the interconnection customer's previous deposit and aggregate payments exceed its cost responsibility under this Agreement, the EDC shall refund to the interconnection customer an amount equal to the difference within 30 calendar days after the final accounting report. Upon request from the interconnection customer, if the difference between the budget estimate and the actual cost exceeds 20%, the EDC will provide a written explanation for the difference.

5.1.3 If a Party disputes any portion of its payment obligation pursuant to this Article 5, the Party shall pay in a timely manner all non-disputed portions of its invoice, and the disputed amount shall be resolved pursuant to the dispute resolution provisions contained in Article 8. A Party disputing a portion of an Article 5 payment shall not be considered to be in default of its obligations under this Article.

5.2 Interconnection Customer Deposit

Within 15 business days after signing and returning the interconnection agreement to the EDC, the interconnection customer shall provide the EDC with a deposit equal to 100% of the estimated, non-binding cost to procure, install, or construct any such facilities. However, when the estimated date of completion of the building or installation of facilities exceeds three months from the date of notification, pursuant to Article 4.1.1 of this Agreement, this deposit may be held in escrow by a mutually agreed-upon third-party, with any interest to inure to the benefit of the interconnection customer. To the extent that this interconnection agreement is terminated for any reason, the EDC shall return all deposits provided by the interconnection customer, less any actual costs incurred by the EDC.

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

6.1 Assignment

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

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

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

6.2 Limitation on Damages

Except for cases of gross negligence or willful misconduct, the liability of any Party to this Agreement shall be limited to direct actual damages and reasonable attorney's fees,

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

6.3 Indemnity

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

6.3.2 The interconnection customer shall indemnify and defend the EDC and the EDC's directors, officers, employees, and agents, from all damages and expenses resulting from a third party claim arising out of or based upon the interconnection customer's (a) negligence or willful misconduct or (b) breach of this Agreement.

6.3.3 The EDC shall indemnify and defend the interconnection customer and the interconnection customer's directors, officers, employees, and agents from all damages and expenses resulting from a third party claim arising out of or based upon the EDC's (a) negligence or willful misconduct or (b) breach of this Agreement.

6.3.4 Within 5 business days after receipt by an indemnified Party of any claim or notice that an action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply has commenced, the indemnified Party shall notify the indemnifying Party of such fact. The failure to notify, or a delay in notification, shall not affect a Party's indemnification obligation unless that failure or delay is materially prejudicial to the indemnifying Party.

6.3.5 If an indemnified Party is entitled to indemnification under this Article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such claim, that indemnified Party may, at the expense of the indemnifying Party, contest, settle or consent to the entry of any judgment with respect to, or pay in full, the claim.

6.3.6 If an indemnifying Party is obligated to indemnify and hold any indemnified Party harmless under this Article, the amount owing to the indemnified person shall be the amount of the indemnified Party's actual loss, net of any insurance or other recovery.

6.4 Force Majeure

6.4.1 As used in this Article, a force majeure event shall mean any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A force majeure event does not include an act of gross negligence or intentional wrongdoing by the Party claiming force majeure.

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

6.5 Default

6.5.1 No default shall exist when the failure to discharge an obligation (other than the payment of money) results from a force majeure event as defined in this Agreement, or the result of an act or omission of the other Party.

6.5.2 A Party shall be in default ("Default") of this Agreement if it fails in any material respect to comply with, observe or perform, or defaults in the performance of, any covenant or obligation under this Agreement and fails to cure the failure within 60 calendar days after receiving written notice from the other Party. Upon a default of this Agreement, the non-defaulting Party shall give written notice of the default to the defaulting Party. Except as provided in Article 6.5.3, the defaulting Party has 60 calendar days after receipt of the default notice to cure the default; provided, however, if the default cannot be cured within 60 calendar days, the defaulting Party shall commence the cure within 20 calendar days after original

notice and complete the cure within six months from receipt of the default notice; and, if cured within that time, the default specified in the notice shall cease to exist.

6.5.3 If a Party has assigned this Agreement in a manner that is not specifically authorized by Article 6.1, fails to provide reasonable access pursuant to Article 2.3, and is in default of its obligations pursuant to Article 7, or if a Party is in default of its payment obligations pursuant to Article 5 of this Agreement, the defaulting Party has 30 days from receipt of the default notice to cure the default.

6.5.4 If a default is not cured as provided for in this Article, or if a default is not capable of being cured within the period provided for in this Article, the non-defaulting Party shall have the right to terminate this Agreement by written notice, and be relieved of any further obligation under this Agreement and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due under this Agreement, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Article shall survive termination of this Agreement.

Article 7. Insurance

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

Article 8. Dispute Resolution

8.1 Parties shall attempt to resolve all disputes regarding interconnection as provided in this Article in a good faith manner.

8.2 If there is a dispute between the Parties about implementation or an interpretation of the Agreement, the aggrieved Party shall issue a written notice to the other Party to the Agreement that specifies the dispute and the Agreement articles that are disputed.

8.3 A meeting between the Parties shall be held within 10 days after receipt of the written notice. Persons with decision-making authority from each Party shall attend the meeting. If the dispute involves technical issues, persons with sufficient technical expertise and familiarity with the issue in dispute from each Party shall also attend the meeting. The meeting may be conducted by teleconference. The informal process between the parties

shall extend 30 days after the receipt of written notice, after which the dispute is deemed resolved and the timeframes for decisions within the interconnection process resume, unless one of the parties seeks resolution through non-binding arbitration procedures described in Article 8.4 or files a formal complaint at the Commission prior to the end of the 30-day period.

8.4 If the parties are unable to resolve the dispute through the process outlined in Article 8.3, either party may submit the interconnection dispute to an Ombudsman for non-binding arbitration. The party electing non-binding arbitration shall notify the other party of the request in writing. The non-binding arbitration process is limited to 60 days, absent mutual agreement of the parties and the Ombudsman to a longer period.

8.5 Each party shall bear its own fees, costs and expenses and an equal share of the expenses of the non-binding arbitration.

8.6 Within 10 days after the conclusion of the procedures in Article 8.4, either party may initiate a formal complaint with the Commission and ask for an expedited resolution of the dispute. If the complaint seeks expedited resolution, any written recommendation of the Ombudsman shall be appended to the complaint. The formal complaint shall proceed as a contested hearing pursuant to the Commission's Rules of Practice.

8.7 A party may, after good faith negotiations have failed, decline to pursue non-binding arbitration and instead initiate a formal complaint with the Commission. The formal complaint shall proceed as a contested hearing pursuant to the Commission's Rules of Practice.

8.8 Pursuit of dispute resolution may not affect an interconnection request or an interconnection applicant's position in the EDC's interconnection queue.

8.9 If the Parties fail to resolve their dispute under the dispute resolution provisions of this Article, nothing in this Article shall affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement.

Article 9. Miscellaneous

9.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Illinois, without regard to its conflicts of law principles. This Agreement is subject to all applicable laws and regulations. Each Party expressly reserves the right to seek change in, appeal, or otherwise contest any laws, orders or regulations of a governmental authority. The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against the EDC or interconnection customer, regardless of the involvement of either Party in drafting this Agreement.

9.2 Amendment

Modification of this Agreement shall be only by a written instrument duly executed by both Parties.

9.3 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations in this Agreement assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

9.4 Waiver

9.4.1 Except as otherwise provided in this Agreement, a Party's compliance with any obligation, covenant, agreement, or condition in this Agreement may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting the waiver, but the waiver or failure to insist upon strict compliance with the obligation, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

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

9.5 Entire Agreement

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

9.6 Multiple Counterparts

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

9.7 No Partnership

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

9.8 Severability

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

9.9 Environmental Releases

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

9.10 Subcontractors

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

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

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

Article 10. Notices

10.1 General

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

If to Interconnection Customer:

Interconnection Customer: Somer Township Solar 1, LLC

Attention:

Address: 55 Technology Drive, Suite 102

City: Lowell State: MA Zip: 01851

Phone: 800-818-5249 Fax: E-Mail: intx-mw@newleafenergy.com

If to EDC:

EDC: Ameren Illinois Company

Attention: Ameren Illinois Net Metering Coordinator

Address: 10 Richard Mark Way – Mail Code 910

City: Collinsville State: IL Zip: 62234

Phone: Fax: E-Mail: RenewablesIllinois@ameren.com

Alternative Forms of Notice

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

10.2 Billing and Payment

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

If to Interconnection Customer:

Interconnection Customer: Somer Township Solar 1, LLC

Attention:

Address: 55 Technology Drive, Suite 102

City: Lowell State: MA Zip: 01851

If to EDC:

EDC: Ameren Illinois

Attention: Ameren Net Metering Coordinator

Address: 10 Richard Mark Way – Mail Code 910

City: Collinsville State: IL Zip: 62234

10.3 Designated Operating Representative

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

Interconnection Customer's Operating Representative: Somer Township Solar 1, LLC

Attention: Storie Nivers

Address: 55 Technology Drive, Suite 102

City: Lo State: MA Zip: 01851

EDC's Operating Representative: Ameren Illinois

Attention: Ameren Illinois Net Metering Coordinator

Address: 10 Richard Mark Way – Mail Code 910

City: Collinsville State: IL Zip: 62234

10.4 Changes to the Notice Information

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

Article 11. Signatures

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

For the Interconnection Customer: -

Michael Brigandi

box SIGN 1JRQQQXY-4PRRLLL9

Name: Michael Brigandi

Title: Authorized Representative

Date: Aug 5, 2025

For EDC:

Name: _____

Title: _____

Date: _____

Attachment 1

Definitions

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

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

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

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

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

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

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

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

Force majeure event – Any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or

restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A force majeure event does not include an act of gross negligence or intentional wrongdoing.

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

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

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

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

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

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

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

Interconnection request – An interconnection customer's request, on the required form, for the interconnection of a new distributed energy resources (DER) facility, or to increase the capacity or change the operating characteristics of an existing distributed energy resources (DER) facility that is interconnected with the EDC's electric distribution system.

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

Illinois standard distributed energy resources interconnection rules – The most current version of the procedures for interconnecting distributed energy resources (DER) facilities adopted by the Illinois Commerce Commission. See 83 Ill. Adm. Code 466.

Parallel operation or Parallel – The state of operation that occurs when a distributed energy resources (DER) facility is connected electrically to the electric distribution system.

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

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