

AGENDA FOR THE BOARD OF TRUSTEES
Monday, February 2, 2026, 7:30 P.M.
Livestream available at Channel 10 and [Village website](#)

Call to Order
Roll Call
Pledge of Allegiance
Proclamation – National Black History Month
Presentation – Jeff Marks, 27 Years on Fine Arts Commission
Presentation – Pastor Tim Higgins, North Suburban Church, Project Share
Community Development Department Objectives Report
Minutes of Previous Meeting
Bills and Payroll
Public Comment

REPORTS

CONSENT AGENDA

OLD BUSINESS

NEW BUSINESS

- 26-18 Ordinance Amending Chapter 3 of “The Municipal Code of the Village of Deerfield, Illinois, 1975,” as Amended, Regarding Alcohol Delivery

- 26-19 Resolution Approving an Agreement with Foot Stone Inc., of Glenview, Illinois, for Native Landscaping and Ecological Restoration Services

- 26-20 Resolution Approving Closed Session Meeting Minutes of the Village Board and Authorizing the Release of Certain Closed Session Meeting Minutes of the Village Board

- 26-21 Resolution Approving First Amendments to the Residential and Commercial Waste Collection Franchise Agreements with Lakeshore Recycling Systems, Inc.

- 26-22 Ordinance Authorizing the Issuance of General Obligation Bonds, Series 2026A and Taxable General Obligation Bonds, Series 2026B, of the Village of Deerfield, Illinois

- 26-23 Resolution Approving an Agreement with Mad Bomber Fireworks Production of Elgin, Illinois for Family Days Fireworks Show

- 26-24 Resolution Ratifying an Agreement with Commonwealth Edison Company for the Interconnection of Distributed Energy Resources Facilities

Items for Discussion by Mayor and Board of Trustees
Reports of the Village Manager
Adjournment

PROCLAMATION

WHEREAS, all residents deserve to be treated with dignity, respect, compassion and justice regardless of gender, age, race, religion, economic status, sexual orientation, or physical, mental, or sensory ability; and,

WHEREAS, the Village of Deerfield supports the rights of every individual to experience equality of treatment and values our diverse population of residents, businesses, and visitors, recognizing that this diversity is one of this community's greatest strengths; and,

WHEREAS, February is annually celebrated as National Black History Month and recognizes the birthdays of Frederick Douglass and Abraham Lincoln; the observance of Black History Month calls our attention to the continued need to battle racism and build a society that lives up to its democratic ideals; and,

WHEREAS, individuals are encouraged to learn about the African American experience in Deerfield and the United States and to celebrate this month by recognizing the contributions that African American individuals have made to our society. Resources can be found at <https://blackhistorymonth.gov/>.

NOW, THEREFORE, I, Daniel C. Shapiro, Mayor of Deerfield, Illinois, proclaim February 2026 as National Black History Month and call upon all people of Deerfield, Illinois, to honor and celebrate the history and contributions of African Americans in our community, our state and our nation.

Dated this 2nd day of February 2026.

DANIEL C. SHAPIRO, Mayor



VILLAGE OF DEERFIELD

DATE: January 26, 2026
TO: Mayor and Board of Trustees
CC: Kent Street, Village Manager
FROM: Community Development Department
SUBJECT: Community Development Department Report – 2025

Purpose

This memo outlines notable activities undertaken by the Community Development Department from the period of January 1, through December 31, 2025. The Community Development Department is comprised of a Building Division and Planning Division. The Building Division includes five positions – Building Division Supervisor Steve Cutaia, Assistant Building Division Supervisor/Plan Examiner Jeffery Hansen, Building Inspector/Plan Reviewer, Patrick Saccente (retired in January of this year), Building Services Coordinator Laura Simo, Administrative Assistant Victoria Ziegler. The Planning Division includes three positions - Principal Planner Jeffery Ryckaert, Planner II Daniel Nakahara and Plan & Design Specialist Elizabeth Delevitt.

In addition to administering and enforcing the Zoning Ordinance, Subdivision Ordinance, and Building Codes, the Department provides technical analysis and professional support to the Plan Commission, Board of Zoning Appeals, Appearance Review Commission, and various task forces. Over the past year, the Department has undertaken a number of significant initiatives, including the following:

Building Division

1. Transitioned to a paperless and computerized system. All documents are digitized, and various types of building permit applications are now available online. The Division continues to leverage the permit program by introducing new online building permit applications and providing training to staff from other departments.
2. Staff worked diligently reviewing the 2024 editions (6) of the updated building codes, modified and streamlined the municipal ordinance, removed obsolete sections, and successfully adopted the 2024 editions of the; International Building Code, International Residential Code, International Mechanical Code, International Fire Code, International Pool and Spa Code, International Fuel Gas Code and the 2023 National Electric Code.
3. Revised/updated the Fee Schedule. A fee analysis was performed comparing fees from other communities. The changes included a few fees being increased, such as the primary permitting fee increased from \$18/\$1000 to \$19, and the NSF construction permit fee being increased from \$.55/sq ft to \$.75/sq ft.
4. Nearly every permit submission is accompanied by at least one plan review. Staff has set key performance metrics for plan reviews and has been able to overperform the standard three-week turnaround time for the majority of the year. Staff was also able to establish a relationship with multiple construction companies for outsourced plan review and inspection services, as needed.

This has provided the Village with flexibility to bring on more plan review resources in response to the number of permit submissions received by the department.

5. Issued a total of 10 single-family home permits (four are Pulte Homes), while six single-family homes were owner/developer demolished in 2024, compared to five in 2023, eight in 2022 and nine in 2021.
6. Responded to 214 FOIA requests compared to 191 FOIA requests in 2024, 105 requests in 2023 and 185 requests in 2022.
7. The Building Division has undergone several staffing changes. Following a brief tenure, the former Building Division Supervisor/Official left the Village to pursue other opportunities. Steven Cutaia has been appointed to lead the Building Division. He brings over 28 years of experience and holds a Master Code Professional Certification, along with a Master's degree in Public Administration. Additionally, Building Inspector Patrick Saccente retired after 20 years with the Village. As per recommendations from a recent Organizational Analysis Report, the Division will be filling his position and creating an additional position. These roles are crucial to our succession plan, as recommended by the analysis. Considering the aging housing stock and expected increase in development, these positions are essential to maintain the excellent customer service our residents deserve.
8. The Board of Zoning Appeals held two public meetings in 2025. During these meetings, they considered requests for a rear yard setback modification for an addition and addressed a greenhouse encroaching into a side yard setback. Meetings are scheduled on an as-needed basis, typically in response to requests for relief concerning property improvements, such as home additions, detached accessory structures or fence modifications.
9. The Building Division staff worked diligently to resolve past construction conflicts.
10. Staff continues to utilize the Adjudication Hearing process as a last resort tool for code enforcement.
11. Staff continues to undergo code enforcement training and implement new methods and procedures to conduct code enforcement activity. Code enforcement activity often includes requiring a permit and/or property maintenance improvement. During this reporting period, 71 stop work orders or "Work Without a Permit" violations have been issued compared to 101 in 2024. This equates to \$48,852 in fines compared to \$55,129 in 2024, and \$66,636.87 in permit fees compared to \$150,574 in 2024.

Ongoing 2025 Developments

- Leclair Estates - Pulte Homes_(42 SF homes)
 - Three homes are framed while the Sales office/ model obtained occupancy
- C-4 Entertainment and Limited Retail Business District_(Seven buildings demolished)
 - Site is cleared pending development
- Springs at Lake Cook Crossing (Eight apartment buildings & Club House)
 - Two of the eight obtained occupancy, remaining structures are framed
- Deerfield Supportive Living (Adult living facility)
 - Occupancy is expected in March of 2026
- Park 5 - VennPoint (Parkway North)_(144 townhomes)
 - Two buildings (nine units) are framed

Permits:

Total Permits	1,292	1,469	1,289	1,992	2,346	2,335
Total Inspections	-	2,207	2,146	2,536	2,334	2,976
Board of Zoning Appeals Public Hearings	4	8	1	4	1	2
VCC Meetings*	3	2	-	-	-	-
Appearance Review Commission Meetings	10	11	11	11	10	15
Plan Commission:						
Public Hearings	13	15	20	10	19	15
Substantial Conformance Petitions	2	4	2	0	0	2
Prefiling Conferences	10	10	16	10	16	13
Sign Enforcement Removal Action	-	-	-	-	546	306

Planning Division

The Planning Division facilitated review and approval of numerous land use and economic development initiatives. Below are some of those highlights:

1. In total, the Plan Commission reviewed four special uses, one planned unit development, two text amendments, two resubdivisions in five public hearings and 13 workshop meetings.
2. The Plan Commission completed the zoning process for a planned unit development (PUD) at 155 Pfingsten Road. In December, The Village Board accepted the Plan Commission's recommendation to approve the Final Development Plan for an adaptive reuse of a three-story office building into loft apartments and a new Primrose day care and nursery facility on the 7.43-acre property located at 155 Pfingsten Road. The multi-family residential development consists of 112 rental units including 11 affordable units which is in compliance with the Village's Affordable Housing Ordinance. At full capacity, the Primrose day care and nursery facility will be designed to serve up to 195 children with a staff of 30 persons. The Village Board of Trustees have directed the Village legal counsel to draft approval documents with final approval anticipated to be in February 2026.
3. Other notable land use reviews and approvals included a Special Use for a 2,050-square foot artist studio for Clay and Company at 816 Waukegan Road; a Text Amendment to allow a Jewelry Repair Shop as a Special Use in the C-1 Village Center District, and Approval of a 830-square foot Jewelry Repair Shop Special Use for Elegant Repairs to be located at 687 Waukegan Road; an amendment and necessary exceptions to a sign plan for Amgen and Fortune Brands who share the corporate campus at 1 Horizon Way; and the resubdivision of 145 Park Lane and 140 Birchwood Avenue.
4. The Village Manager's office, Planning staff and the Village Affordable Housing Consultant finalized an Affordable Housing Policy Guide based on the Village's Affordable Housing Ordinance. The Policy Guide is used to help answer initial questions and guide developers through the Village's affordable housing ordinance. The Policy Guide is available on the Village website.
5. As staff liaison to several Boards and Commissions, staff participated in 15 public meetings with the Plan Commission, two meetings with the Board of Zoning Appeals, 11 meetings with the Appearance Review Commission and seven meetings with the Greenhouse Gas Working Group.

6. During the 11 meetings with the Appearance Review Commission, 24 petitions were reviewed in the C-1 and C-2 Commercial Zoning Districts. Some of the notable petitions included: signage and/or architectural reviews for Clay & Company, 816 Waukegan Road; Ultimate Ninjas, 775 Waukegan Road; Field House, 695 Waukegan Road; Deerfield Commons, 710 Deerfield Road and 800 Waukegan Road; Northwestern Medicine, 350 S. Waukegan Road; and Courtyard by Marriott, 800 Lake Cook Road. Six additional sign packages were approved administratively during this reporting period.
7. Assisted WD Associates (710 Deerfield Road and 800 Waukegan Road) in becoming the fourth grant recipient of the Village's Business Facade Rebate Program. In November, the Village Board approved the payment of \$60,157 for building and site improvements (\$50,000 building improvements and \$10,157 site improvements). Staff also assisted Marshall Mall (833-845 Waukegan Road) in becoming the fifth grant recipient of the Program. In November, they received approval from the Village Board for \$48,686.91 for building and site improvements (\$43,686.91 building improvements and \$5,000 site improvements). The Village's Business Facade Rebate Program ended in 2025.
8. Managed the scheduling of two downtown banner poles, including the addition of a new banner design for Deerfield Family Days. The Harvest Fest banner was updated to reflect changes in the events.
9. Since going into effect in November of 2024, the Village has issued permits for ten sidewalk signs (A-framed signs) for businesses in the Commercial Zoning Districts (C-1 through C-4) and Public Lands Districts (P-1).
10. Updated the multi-family residential density worksheet and the list of multi-family developments in the Village.
11. Assisted the Village Manager's Office with the revisions to the Village's residential impact fee ordinance.

January 20, 2026

The regular meeting of the Board of Trustees of the Village of Deerfield was reconvened on January 20, 2026 at 7:30 pm at Deerfield Village Hall. The clerk called the roll and announced that the following were

Present: Robert Benton
Larry Berg
Jennifer Goldstone
Elaine Jacoby
Mary Oppenheim

Absent: Dan Shapiro, Mayor
Jesse Greenberg

and that a quorum was present and in attendance. Also present were Village Manager Kent Street and Hannah Saed, Village Attorney.

PRESIDING OFFICER

In the absence of Mayor Shapiro, Trustee Benton moved to appoint Trustee Berg as Presiding Officer for the meeting. Trustee Goldstone seconded the motion. The motion passed unanimously on a voice vote.

PLEDGE OF ALLEGIANCE

Presiding Officer Berg led those in attendance in reciting the Pledge of Allegiance.

DOCUMENT APPROVAL

Trustee Oppenheim moved to approve the minutes from the January 5, 2026 Board of Trustees meeting. Trustee Benton seconded the motion. The motion passed unanimously on a voice vote.

TREASURER'S REPORT

Village Treasurer Eric Burk presented highlights from the December 2025 Treasurer's Report representing the entire fiscal year. The amounts reflected in this report are subject to year-end adjustment and audit. Annual net sales tax increased from the prior year due to a general increase in the cost of items sold, increased internet sales receipts and a large non-recurring item in March. Annual water and sewer billing are consistent with budgeted amounts. Interest income, hotel tax, state income tax and food & beverage tax exceeded expectations. Electric utility tax includes 11 payments and will be adjusted once the missing payment comes in. Notable expenditures in December include construction & engineering costs, police pension contribution, transfers to the 2011B sinking fund & the IRF, purchase of 3 dump truck chassis and payments for solar panels at WRF. Mr. Burk noted the Village's AAA bond rating was confirmed.

BILLS AND PAYROLL

Trustee Oppenheim moved to approve the bills and

payroll dated January 20, 2026. Trustee Jacoby seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Jacoby, Oppenheim (5)

NAYS: None (0)

PUBLIC COMMENT

There was no public comment.

REPORTS

There were no Reports.

CONSENT AGENDA

RESOLUTION R-26-07 APPOINTING JUSTIN KEENAN, DANIEL VAN DUSEN AND DAVID FITZGERALD-SULLIVAN AS DEPUTY VILLAGE CLERKS FOR THE VILLAGE OF DEERFIELD Municipal Code Section 2-53 states, “The President and Board of Trustees may appoint, from time to time, one or more deputy Village Clerk(s) who, in the absence or unavailability of the Village Clerk, shall perform all of the duties of that office”.

Pursuant to that section, staff seeks Village Board approval to appoint Justin Keenan, Daniel Van Dusen and David Fitzgerald-Sullivan as Deputy Village Clerks. There were no public comments.

Trustee Benton moved to approve the Consent Agenda and adopt the Resolution. Trustee Goldstone seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Jacoby, Oppenheim (5)

NAYS: None (0)

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

RESOLUTION R-26-08 AUTHORIZING THE VILLAGE TO ENTER INTO AN EMERGENCY DISPATCH SERVICES AGREEMENT WITH THE VILLAGE OF BANNOCKBURN Commander Steve Pettorelli explained this Resolution authorizes the Village of Deerfield to enter into an emergency dispatch services agreement with the Village of Bannockburn,

There were no public comments.

Trustee Oppenheim moved to adopt a Resolution authorizing the Village to enter into an emergency dispatch services agreement with the Village of Bannockburn. Trustee Benton seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Jacoby, Oppenheim (5)

NAYS: None (0)

<u>RESOLUTION R-26-09 AUTHORIZING THE VILLAGE TO ENTER INTO AN EMERGENCY DISPATCH SERVICES AGREEMENT WITH THE VILLAGE OF RIVERWOODS</u>	Commander Pettorelli explained this Resolution authorizes the Village of Deerfield to enter into an emergency services agreement with the Village of Riverwoods.
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Trustee Oppenheim moved to adopt a Resolution authorizing the Village to enter into an emergency dispatch services agreement with the Village of Riverwoods. Trustee Jacoby seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Jacoby, Oppenheim (5)

NAYS: None (0)

<u>RESOLUTION R-26-10 APPROVING A PAVEMENT CONDITION SERVICES CONTRACT</u>	Assistant Director of Public Works and Engineering, Tyler Dickinson, explained the Department initiates pavement condition investigations on a regular basis. One of the methods used is a non-destructive pavement condition survey that is completed every three (3) years. The non-destructive technique employs a specially equipped vehicle that drives all streets within the Village. While driving throughout the Village, the vendor captures video, performs structural testing, and utilizes a laser camera array to collect pavement condition data.
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Through the use of digital video and the laser camera array, IMS is capable of collecting pavement condition data in the form of roughness index, wheel path rutting, transverse cracking, block cracking, alligator cracking, and texture. The technology that is used removes the subjective nature of collecting pavement data and assigns a number value indicating the pavement condition. When complete, IMS provides condition ratings that are based upon a 0-100 scale, for all Village streets. The department endeavors to obtain an average condition rating of 75 or greater within the next 10 years.

Trustee Benton moved to waive the competitive bidding process and adopt a Resolution approving a pavement condition services contract with IMS Infrastructure Management Services in the amount of \$53,475. Trustee Oppenheim seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Jacoby, Oppenheim (5)

NAYS: None (0)

RESOLUTION R-26-11 AUTHORIZING THE PURCHASE OF BULK ROCK SALT THROUGH LAKE COUNTY DIVISION OF TRANSPORTATION Director of Public Works and Engineering, Bob Phillips, explained the Department currently maintains 1200 tons of rock salt in reserves. The need for contractual rock salt purchasing requires the Village to request an additional 2000 tons of salt through Lake County's joint bid for rock salt. The volume represents approximately 75 percent of the normal purchase quantity.

This year, the County has renewed the contract with Morton Salt at a cost of \$88.32 per ton. The Village is required to accept the minimum amount of 1000 tons, \$88,320, and can receive up to 2000 tons, \$176,640. Staff requests authorization to purchase bulk rock salt for the 2025-2026 snow and ice season through Lake County in the amount not to exceed \$176,640. The Village has budgeted for this purchase in the 2026 budget.

Trustee Oppenheim moved to approve the Resolution authorizing the purchase of bulk rock salt from Morton Salt through the Lake County Division of Transportation in the amount not to exceed \$176,640. Trustee Goldstone seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Jacoby, Oppenheim (5)

NAYS: None (0)

ORDINANCE O-26-03 AMENDING CHAPTERS 6, 8 AND 13 OF THE MUNICIPAL CODE REGARDING BUILDING REGULATIONS Assistant Village Manager Justin Keenan explained effective January 1, 2025, municipalities are required to comply with one of the three most recent editions of the ICC Codes; 2018, 2021 or 2024. The 2027 ICC Codes are anticipated to be published later this year and will go into effect January 1, 2027. Furthermore, the NFPA 70 will be updated to the 2023 edition.

The Village is scheduled to undergo a review by the Insurance Services Office, Inc. (ISO) in February to receive an updated Building Code Effectiveness Grading (BCEG). Adoption of the 2024 ICC Codes will allow the Village to maintain a favorable BCEG rating, which can lead to lower insurance rates for homeowners and businesses. For these reasons, staff recommends that the Village transition from the 2018 ICC Codes to the 2024 editions and the 2023 NFPA 70.

The 2024 ICC Codes and updated NFPA 70 include thousands of revisions addressing evolving construction technologies and safety standards. Notable updates include new and enhanced regulations related to lithium-ion battery installation and storage, solar energy systems, and electric vehicle charging infrastructure.

Building Supervisor Steve Cutaia explained about five (5) percent of the codes are new. Trustee Oppenheim asked about the cross outs and ‘reserved’ portions of the Code. Mr. Keenan explained in some cases it is redundant or has been superseded by updated code. Village Attorney Saed explained the State Code has been updated with some of the information and does not need to be repeated.

Trustee Benton moved to adopt the Ordinance amending chapters 6, 8 and 13 of the Municipal Code regarding building regulations. Trustee Goldstone seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Jacoby, Oppenheim (5)

NAYS: None (0)

RESOLUTION R-26-12 ADOPTING AN ANNUAL FINE RESOLUTION Mr. Keenan explained the fee Resolution is updated annually as part of the budget process. At Village Counsel’s recommendation, staff is in the process of developing a separate fine Resolution. While the Fee Resolution addresses items such as sewer and water fees, the Fine Resolution will establish penalties for violations such as stop-work orders and illegal dumping.

As part of the comprehensive updates to chapters 6, 8, and 13 of the Village Code, staff initiated the creation of a fine Resolution. Development of the full fine Resolution is ongoing and is anticipated to be presented to the Village Board this fall, with a proposed implementation date of January 1, 2027.

With the exception of Section 6-92, which was removed, all fines in Chapter 6 will remain unchanged. Former Section 6-92 (Penalties) established an incremental fine structure ranging from \$500 for a first offense to \$2,500 for third and subsequent offenses. This structure differed from the remainder of Chapter 6, which provides for a general fine range of \$200 to \$2,000. Chapters 8 (Electric) and 13 (Property Code) did not previously include fine provisions. Staff recommend adopting the same general fine range used in Chapter 6, \$200 to \$2,000, for violations under Chapters 8 and 13, in order to ensure consistency and uniformity across all building-related code violations. If approved, this fine Resolution would go into effect on March 1, 2026.

Trustee Oppenheim moved to adopt a Resolution approving the adoption of an annual fine Resolution. Trustee Benton seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Jacoby, Oppenheim (5)

NAYS: None (0)

RESOLUTION R-26-13 AUTHORIZING THE PURCHASE OF FERRIC CHLORIDE WRF Superintendent Brandon Janes explained the WRF is regulated by a National Pollution Discharge Elimination System permit. The Village’s current

NPDES permit was effective in 2020 and included a 1.0 mg/L Phosphorus limit which began in June of 2024 after the completion of our Chemical Phosphorus Removal Project.

Two vendors supplied quotes to supply tanker truck loads of ferric chloride to the WRF as necessary for fiscal year 2026. Viking Chemical Company was the low bid at a cost of \$0.2205 per pound.

Trustee Goldstone moved to approve a Resolution authorizing the purchase of ferric chloride from Viking Chemical Company in an amount not to exceed \$65,000. Trustee Benton seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Jacoby, Oppenheim (5)

NAYS: None (0)

RESOLUTION R-26-14 WAIVING THE
COMPETITIVE BIDDING AND
APPROVING THE PURCHASE OF
SCADA SOFTWARE FROM
Q-MATION LLC

Mr. Janes explained one aspect of the WRF reconstruction project was the addition of a SCADA system. The system of servers, computers, software and control panels runs 24/7 collecting data, monitoring equipment, adjusting valves, gates, Blowers and pumps are based on actual conditions.

The equipment is now standard at water and wastewater plants as it increases efficiency and allows more flexibility in operation.

As with any piece of equipment at the WRF, the SCADA system components require replacement at or near the end of their useful life. The replacement of this equipment and related upgrades prior to complete failure will ensure consistent treatment and service to our residents. Our operations and maintenance manual suggest replacement between 5-7 years. The last Computer Replacement Project occurred in 2018.

One of the components of this project is the software for the SCADA system. The software, InTouch, is the structural framework which our SCADA system is built on. This, like any other software, requires updates and support as well as licensing to continue using the product.

Trustee Goldstone moved to approve a Resolution waiving competitive bidding and authorizing the purchase of InTouch Software from Q-mation LLC in an amount of \$105,424.05. Trustee Oppenheim seconded the motion. The motion passed by the following vote:

AYES: Benton, Berg, Goldstone, Jacoby, Oppenheim (5)

NAYS: None (0)

DISCUSSION

ADJOURNMENT

There being no further business or discussion,
Trustee Goldstone moved to adjourn the meeting.

Trustee Benton seconded the motion. The motion passed unanimously on a voice vote. The meeting was adjourned at 8:06 pm.

The next regular Board of Trustees meeting is scheduled to take place on Monday, February 2, 2026 at 8:05 pm.

APPROVED:

Mayor

ATTEST:

Village Clerk



VILLAGE OF DEERFIELD

BILLS & PAYROLL

FOR THE

Monday, February 2, 2026

VILLAGE BOARD MEETING

Invoices for Prelist 020226

Vendor Name	Invoice Number	Description	Amount
911 TECH INC	1844	COPFTO SUBSCRIPTION	\$2,546.16
		Vendor Total:	\$2,546.16
AA SERVICE CO HEATING & COOLING	540103168	US BANK HVAC INSPECTION	\$416.25
		Vendor Total:	\$416.25
ADVANCED TREECARE	44775	PARKWAY TREE TRIMMING CONTRACT	\$43,400.00
		Vendor Total:	\$43,400.00
AETNA TRUCK PARTS, INC.	748881	MESSAGE BOARD	\$91.33
		Vendor Total:	\$91.33
ALTUS NETWORK SOLUTIONS, INC.	19828	PASSWORD FILTER SOFTWARE MAINTENANCE	\$375.00
		Vendor Total:	\$375.00
AMAZON CAPITAL SERVICES	1WF3-DQDK-XC4R	INVESTIGATIONS CELL ACCESSORIES	\$174.42
	1LPQ-4FTQ-X969	IT SUPPLIES	\$7.18
	1YW4-GPGP-L4QP	RETIREMENT GIFT	\$54.81
		Vendor Total:	\$236.41
AMERICAN LEGAL PUBLISHING CORP	47298	2026 ANNUAL WEB HOSTING FEE	\$500.00
		Vendor Total:	\$500.00
AMERICAN WATER WORKS ASSN (NAT'L)	SO278256	AWWA MEMBERSHIP DUES	\$424.00
		Vendor Total:	\$424.00
ASSN OF POLICE SOCIAL SERVICES	INV001255	DUES: WEINTRAUB/RYGIEL	\$150.00
		Vendor Total:	\$150.00
AXON ENTERPRISES INC	INUS415576	EVID STORAGE/COMMUNITY REQ/INVESTIGATE	\$28,551.42
		Vendor Total:	\$28,551.42
BACKFLOW SOLUTIONS INC	10904	FOG MAINTENANCE FEE	\$2,000.00
		Vendor Total:	\$2,000.00

BADE PAPER PRODUCTS INC	109792	PAPER CUPS FOR VH	\$174.00
		Vendor Total:	\$174.00
BDS GROUP LLC	82126	OFFICE SUPPLIES	\$326.56
		Vendor Total:	\$326.56
BEHRENDTS, PSYD, PC, KELLY J.	012126 - V2401	EAP BENEFIT REIMB: V2401 / DEC 25 / JAN 26	\$40.00
		Vendor Total:	\$40.00
BENSINGER, ETHAN	RCP-25-11/7594	1610 BERKELEY CT/DEPOSIT REFUND	\$10,000.00
	RCP-25-11/7463	1610 BERKELEY CT/DEPOSIT REFUND	\$1,000.00
		Vendor Total:	\$11,000.00
BOLLINGER LACH & ASSOCIATES INC	24443-3	HAZEL AVENUE DESIGN ASSISTANCE	\$607.50
		Vendor Total:	\$607.50
BRUMM, MICHAEL	B9AQ	IPSI TRAINING REGISTRATION	\$850.00
		Vendor Total:	\$850.00
BUILDING & FIRE CODE ACADEMY	56147	TRAINING – ZIEGLER	\$195.00
		Vendor Total:	\$195.00
BURK, ERIC	011426/SACCENTE	SACCENTE RETIREMENT GIFT	\$207.95
		Vendor Total:	\$207.95
BUSSCHER, DAN	0003	SNOW PLOW MEALS	\$449.70
		Vendor Total:	\$449.70
CALIBRE PRESS, INC	157293	TRAINING: SCHROEDER	\$219.00
		Vendor Total:	\$219.00
CANON SOLUTIONS AMERICA INC	6014572377	CALEA PRINTER MAINT: 10/09/25 - 01/08/26	\$137.16
	6014621052	WRF COPIER USE/MAINT: 10/16/25 - 01/15/26	\$47.04
		Vendor Total:	\$184.20
CIORBA GROUP INC	0033960	5 & 8 PARKWAY NORTH PHASE III ENGINEERING SERVICES	\$11,357.00
	0033969	DEERFIELD RD MCC REPLACEMENT ENGINEERING SERVICES	\$20,268.00
	0033959	LECLAIR ESTATES PHASE II ENGINEERING SERVICES	\$9,142.00
		Vendor Total:	\$40,767.00
CITY OF HIGHLAND PARK	009161-010626	WATER PURCHASES: DEC 2025	\$63.78
	009155-010626	WATER PURCHASES: DEC 2025	\$214,705.89

CITY OF HIGHLAND PARK	020587-010626	WATER PURCHASES: DEC 2025	\$100,335.59
	009530-010626	WATER PURCHASES: DEC 2025	\$3,882.36
	Vendor Total:		\$318,987.62
CIVICPLUS	#355678	WEBSITE ANNUAL FEE	\$9,889.85
	Vendor Total:		\$9,889.85
CJ MATERIAL & RECYCLING INC	37111	STONE	\$2,793.44
	37105	STONE	\$2,043.74
	37102	STONE	\$714.00
	Vendor Total:		\$5,551.18
COMCAST	0010692-010526	CABLE TV SRVC: 01/16/26 – 02/15/26	\$106.00
	260327357	PRI VOICE TRUNK SRVC: 01/01/26 – 01/31/26	\$928.77
	Vendor Total:		\$1,034.77
COMED	5148762222-010826	A/C 5148762222 11/22/25 THRU 12/23/25	\$330.66
	6912501111-011126	A/C 6912501111 12/03/25 THRU 01/06/26	\$221.95
	Vendor Total:		\$552.61
COMMUNITY PARTNERS FOR AFFORDABLE HOUSING	2025DFIHA	DF INCLUSIONARY HOUSING PHASE II BILLABLE HOURS	\$3,430.00
	Vendor Total:		\$3,430.00
COOK CTY DEPT OF TRANSPORTATION & HWY	2025-4	TRAFFIC SIGNAL MAINTENANCE	\$5,580.89
	Vendor Total:		\$5,580.89
COPP, KARA	13620 / V2504	EAP BENEFIT REIMB: V2504 / JAN 2026	\$125.00
	Vendor Total:		\$125.00
CORE & MAIN LP	Y306905	MISSION COUPLINGS	\$734.58
	Vendor Total:		\$734.58
CORPORATE BUSINESS CARDS	346725	BUSINESS CARDS – HANSEN	\$57.25
	Vendor Total:		\$57.25
CRAFTWOOD LUMBER CO	335852	LIGHT SWITCH	\$27.29
	Vendor Total:		\$27.29
CUTLER HARDWARE/WORKWARE	PS-INV057440	APPAREL - FEJES	\$224.35
	PS-INV057107	VILLAGE WORK CLOTHING	\$84.39
	Vendor Total:		\$308.74

DIVINCI PAINTERS INC	66086-1	DOOR SWEEPS	\$450.00
		Vendor Total:	\$450.00
ELEVATOR INSPECTION SERVICES	00358947	ELEVATOR INSPECTIONS	\$483.00
	00342144	ELEVATOR INSPECTIONS	\$92.00
		Vendor Total:	\$575.00
ELLIOTT AUTO SUPPLY CO INC	162-224505	STOCK	\$566.70
		Vendor Total:	\$566.70
ELROD FRIEDMAN LLP	26306	LEGAL SERVICES THRU DEC 31	\$18,395.50
		Vendor Total:	\$18,395.50
ENDEAVOR HEALTH OMEGA	223162496-122325	PRE-EMPLOYMENT PHYSICAL	\$161.00
		Vendor Total:	\$161.00
FEDERAL EXPRESS CORP	9-138-81297	700 DEERFIELD RD	\$65.00
	9-138-81297-b	POSTAGE FOR EPA SAMPLES	\$105.57
		Vendor Total:	\$170.57
FITZGERALD, DAVID	108023	PLAQUE - MARKS	\$188.00
		Vendor Total:	\$188.00
GALLS LLC	033792953	APPAREL: CETNAROWICZ	\$91.49
	033743292	APPAREL: DIAZ	\$152.99
	033776485	APPAREL: GIL GARCIA	\$29.36
	033750524	APPAREL: GIL GARCIA	\$117.02
		Vendor Total:	\$390.86
GASVODA & ASSOC INC	INV25PTS0587	TRANSDUCER PARTS	\$794.00
		Vendor Total:	\$794.00
GC REALTY & DEVELOPMENT LLC	TREE-25-286	OVERPAYMENT REFUND	\$125.00
		Vendor Total:	\$125.00
GENERAL COMMUNICATIONS INC	353156	ZETRON MAINTENANCE	\$36,833.00
		Vendor Total:	\$36,833.00
GHA TECHNOLOGIES INC	1998303	SNAGIT MAINTENANCE RENEWAL	\$305.10
		Vendor Total:	\$305.10
GRAINGER INC	9767882393	APPAREL - CERNA	\$168.54

GRAINGER INC	9781811121	BATTERY CHARGERS FOR NEW TRUCK #604	\$1,321.81
	9733978846	COFFEE	\$251.06
	9767328231	MAINT. SUPPLIES	\$138.00
	9763187599	OIL PADS	\$107.45
	Vendor Total:		\$1,986.86
HARLEY ROSENTHAL	RCP-25-4/7465	1700 PORTAGE PASS/PERFORMANCE GUARANTEE REFUND	\$10,000.00
	Vendor Total:		\$10,000.00
HAWKINS INC	7308484	CL2 RENTAL	\$90.00
	Vendor Total:		\$90.00
HD SUPPLY INC	INV00881696	SAFETY BOOTS - BUSSCHER	\$209.49
	Vendor Total:		\$209.49
HOME DEPOT CREDIT SERVICES	3615570	BATTERIES	\$29.87
	0015358	DRAWER SLIDES FOR WATER ROOM CABINETS	\$308.56
	5521317	HEATERS	\$133.92
	4025075	PAINT	\$20.96
	1075608	PAINT	\$174.73
	7620796	POWER OUTLETS FOR WATER ROOM	\$79.50
	62903	SUPPLIES	\$705.18
	4622854	SUPPLIES	\$164.88
	8025114	SUPPLIES FOR PAINTING PREP	\$35.78
	2025245	SUPPLIES FOR WATER ROOM CABINETS	\$113.90
	1515939	WATER	\$89.80
	7020014	WOOD FOR WATER ROOM CABINETS	\$446.52
	6020185	WOOD FOR WATER ROOM CABINETS	\$55.13
	Vendor Total:		\$2,358.73
IACP	0452103	DUES: BUDNY	\$220.00
	0452092	DUES: FRY	\$220.00
	0432299	DUES: SLIOZIS	\$220.00
	Vendor Total:		\$660.00
IAFCI	5435826	DUES: CURREN	\$105.00
	Vendor Total:		\$105.00

IAPEM	00675	DUES: FOSTER	\$50.00
		Vendor Total:	\$50.00
IL ASSN OF WASTEWATER AGENCIES	6305	IAWA TECH MEETING	\$65.00
		Vendor Total:	\$65.00
ILLINOIS MUNICIPAL LEAGUE	01212026	IML ANNUAL MEMBERSHIP FEE 2026	\$1,500.00
		Vendor Total:	\$1,500.00
ILLINOIS SECRETARY OF STATE	2027-E489641	U3 REGISTRATION	\$151.00
	2027-ER28921	U4 REGISTRATION	\$151.00
		Vendor Total:	\$302.00
ILLINOIS STATE POLICE	25-10780/942237	CASE #25-10780/ASSET FORFEITURE	\$890.12
		Vendor Total:	\$890.12
INTERNATIONAL CODE COUNCIL INC	1002199404	CODE BOOKS	\$196.50
		Vendor Total:	\$196.50
ITALIAN KITCHEN	020226	HOLIDAY PARTY AND MEETING FOOD	\$4,033.95
		Vendor Total:	\$4,033.95
JANES, BRANDON	01162026	IWEA SEMINAR	\$135.00
		Vendor Total:	\$135.00
JG UNIFORMS, INC	157735	APPAREL: BERNAS	\$205.00
	157395	APPAREL: BERNAS	\$205.00
	157659	APPAREL: CAPPELEN	\$50.00
	157438	APPAREL: FOX	\$301.15
	157572	APPAREL: GIL GARCIA	\$120.00
	157660	APPAREL: KELLER	\$132.00
	157746	APPAREL: KUCEBA	\$66.00
	157636	APPAREL: KUCEBA	\$28.70
	157646	APPAREL: KUHLEERS	\$245.00
	157429	APPAREL: RILEY	\$122.00
	157633	APPAREL: RILEY	\$112.50
	157664	APPAREL: RODRIGUEZ	\$61.00
	157812	CREDIT: SCHROEDER	(\$126.70)

JG UNIFORMS, INC		Vendor Total:	\$1,521.65
JULIE INC	2026-0465	JULIE LOCATES	\$4,776.75
		Vendor Total:	\$4,776.75
KAPLAN PAVING LLC	DPHS-25-98/7889	1067 FAIR OAKS AVE/DEPOSIT REFUND	\$500.00
		Vendor Total:	\$500.00
KUHLERS, KASEY	011526	NIPAS TRAVEL REIMB	\$65.94
		Vendor Total:	\$65.94
LAI LIMITED	25-62738	GATE 70-04 SLUICE GATE ACTUATOR REPLACEMENT	\$7,268.00
		Vendor Total:	\$7,268.00
LAKE COUNTY CLERK	011220261055	DOCUMENT RECORDINGS: DECEMBER 2025	\$132.00
		Vendor Total:	\$132.00
LAKE COUNTY PARTNERS	011226	2026 CONTRIBUTION ECONOMIC DEV	\$4,817.75
		Vendor Total:	\$4,817.75
LECHNER SERVICES	3606647	MATS - PW/ENG	\$111.45
	3608998	MATS - TRAIN STATION	\$126.91
	3608999	MATS - WRF	\$40.14
	3606654	PD FLOOR MATS	\$82.06
		Vendor Total:	\$360.56
LEE GUGGENHEIM	DPHS-25-183/9000	1020 NORTH AVE/DEPOSIT REFUND	\$504.00
		Vendor Total:	\$504.00
LIONHEART CRITICAL PWR SPECIALISTS	77695	GENERATOR MAINTENANCE	\$1,391.96
		Vendor Total:	\$1,391.96
LITTLE TOMMY'S PLUMBING SHOP	i31342	PLUMBING REPAIR	\$529.00
		Vendor Total:	\$529.00
LOCALGOVNEWS.ORG	03052026	ANNUAL MEMBERSHIP 03/05/26 TO 03/05/27	\$1,984.00
		Vendor Total:	\$1,984.00
LRS HOLDINGS LLC	LR6537116	GARBAGE PICK UP	\$200.00
		Vendor Total:	\$200.00
MACON COUNTY LAW ENF TRAINING CTR	26-1679	BASIC ACADEMY: DIAZ	\$8,140.00
		Vendor Total:	\$8,140.00

MANHARD CONSULTING LTD	120286	MS 4 COMPLIANCE CONSULTING	\$780.00
	Vendor Total:		\$780.00
MASS MEDICAL SC	23591	EMPLOYEE WELLNESS CHECKS	\$1,620.00
	Vendor Total:		\$1,620.00
MATRIX IMAGING SOLUTIONS LLC	3P105890	BACKFLOW SURVEY	\$592.80
	3P106478	BACKFLOW SURVEYS - COMMERCIAL ACCTS	\$93.72
	Vendor Total:		\$686.52
MID AMERICAN WATER OF WAUCONDA INC	289284W	BRASS 1"	\$955.80
	Vendor Total:		\$955.80
MOTOROLA SOLUTIONS INC	10010020251201	MONTHLY RADIO USAGE: JAN 2026	\$2,311.00
	Vendor Total:		\$2,311.00
NAPA AUTO PARTS - WHEELING	419206	STOCK	\$404.58
	Vendor Total:		\$404.58
NEUMANN, JAMES	011426	1099-NEC ENVELOPES	\$63.20
	861695.00	REIMB: 2026 GFOA ANNUAL CONFERENCE	\$510.00
	Vendor Total:		\$573.20
NORTH CENTRAL LABORATORIES	530047	LAB SUPPLIES	\$325.07
	Vendor Total:		\$325.07
NORTHEASTERN ILLINOIS REGIONAL	408	MEMBERSHIP DUES/FACILITY MAINT	\$31,026.00
	Vendor Total:		\$31,026.00
NORTHERN IL POLICE ALARM SYSTEM	15807	LANGUAGE LINE: DEC 2025	\$59.40
	Vendor Total:		\$59.40
NWBOCA	CUTAIA2026	2026 ANNUAL MEMBERSHIP - CUTAIA	\$50.00
	Vendor Total:		\$50.00
ODP BUSINESS SOLUTIONS LLC	449745621001	OFFICE SUPPLIES	\$22.88
	452329002001	OFFICE SUPPLIES	\$69.38
	449737937001	OFFICE SUPPLIES	\$28.17
	Vendor Total:		\$120.43
O'LEARY'S CONTRACTORS EQUIPMENT	574753	RENTAL FOR LIGHTS	\$618.00
	Vendor Total:		\$618.00

OPENGOV INC	INV24424	OPEN GOV	\$34,327.65
	INV24426	OPENGOV ASSET MGMT & WORK ORDER SOFTWARE	\$48,124.72
	Vendor Total:		\$82,452.37
ORPHANS OF THE STORM ANIMAL SHELTER	010526	IMPOUND FEE: DEC 2025	\$150.00
	Vendor Total:		\$150.00
PADDOCK PUBLICATIONS INC	365657	DBR CHAMBER GUIDE AD	\$790.00
	365656	DBR CHAMBER GUIDE AD	\$490.00
	Vendor Total:		\$1,280.00
PAUL A ROSEN	2025030	TRAINING/COACHING – FINANCE DEPT	\$1,400.00
	Vendor Total:		\$1,400.00
PETTY CASH - ADMIN	020226	REPLENISH PETTY CASH	\$254.28
	Vendor Total:		\$254.28
RANIERI, MIKE	010626	EQUIP REIMB	\$64.19
	Vendor Total:		\$64.19
REVERE ELECTRIC SUPPLY	S5432917.001	CONTROLS COMPONENT	\$661.97
	Vendor Total:		\$661.97
SAFEBUILT ILLINOIS LLC	2684905	INSPECTION SERVICES – LAKE COOK CROSSING	\$1,873.88
	03026001	INSPECTION SERVICES – LAKE COOK CROSSING	\$166.04
	2861227	INSPECTION SERVICES – LAKE COOK CROSSING	\$1,812.21
	Vendor Total:		\$3,852.13
SAM'S CLUB DIRECT	0491	ICE/DRINKS/TISSUES/WIPES/SNACKS	\$168.20
	Vendor Total:		\$168.20
SAUBER MFG CO	PSI235951	CUSTOMIZATION FOR ONE PW VEHICLE FORD F-59 (#604)	\$126,548.00
	Vendor Total:		\$126,548.00
SE INC	25-4399	VILLAGE HALL & PD CLEANING	\$7,052.00
	Vendor Total:		\$7,052.00
STEVE CUTAIA	JAN26	RETIREMENT PARTY SUPPLIES	\$140.95
	Vendor Total:		\$140.95
STREET, KENT	121325940	REIMBURSEMENT: CHICAGO TRIBUNE SUBSCRIPTION	\$56.00
	Vendor Total:		\$56.00

STREICHER'S - MILWAUKEE	I1803161	NIPAS: MATHEWS	\$73.50
		Vendor Total:	\$73.50
SUBURBAN BUILDING OFFICIALS CONFERENCE (SBOC)	1182	SBOC BUSINESS MEETING & LUNCHEON - HANSEN	\$35.00
		Vendor Total:	\$35.00
TEKLAB INC	339848	OUTSIDE LAB	\$218.90
	339858	OUTSIDE LAB	\$739.85
		Vendor Total:	\$958.75
THIRD MILLENIUM ASSOCIATES INC	33743	VS FULFILLMENT/LOCKBOX/ONLINE	\$11,403.10
		Vendor Total:	\$11,403.10
THOMSON REUTERS - WEST	853033399	CLEAR PLUS: DEC 2025	\$320.53
		Vendor Total:	\$320.53
TOTAL PARKING SOLUTIONS INC	107664	METRA PARKING TERMINAL CRED CARD SOFTWARE FEE	\$1,920.00
	107665	METRA PARKING TERMINAL MAINTENANCE CONTRACT	\$2,760.00
		Vendor Total:	\$4,680.00
TPM GRAPHICS INC	101356	D-TALES PRINTING	\$3,010.00
		Vendor Total:	\$3,010.00
TRANSPORT911 LLC	121025-10	CLASS A CDL TRAINING	\$3,495.00
		Vendor Total:	\$3,495.00
TRIBUNE PUBLISHING COMPANY LLC	130165946	LEGAL NOTICE: PLAN COMM / N FAMILY CLUB	\$120.62
		Vendor Total:	\$120.62
ULINE	202326903	VILLAGE HALL SUPPLIES	\$1,056.00
		Vendor Total:	\$1,056.00
URBAN FOREST MANAGEMENT INC	250721	TREE INSPECTIONS 10-2025	\$2,441.25
	250914	TREE INSPECTIONS - 9-2025	\$1,531.25
		Vendor Total:	\$3,972.50
USGS NATIONAL CENTER MS 270	90154702	USGS MAINTENANCE	\$3,600.00
		Vendor Total:	\$3,600.00
VAN ZELST INC	DPHS-25-78/7839	1304 LAUREL AVE/DEPOSIT REFUND	\$1,303.38
		Vendor Total:	\$1,303.38

WATER PRODUCTS CO OF AURORA	0333664	REPAIR SLEEVES	\$996.80
	0333665	REPAIR SLEEVES	\$295.29
	Vendor Total:		\$1,292.09
WEISS, MATT	1862746884	REIMBURSEMENT: NETWORK SOLUTIONS	\$575.82
	INV337699956	REIMBURSEMENT: ZOOM SUBSCRIPTION	\$390.11
	Vendor Total:		\$965.93
WNEK, MATTHEW	01272026	IPSI TRAINING REGISTRATION	\$850.00
	Vendor Total:		\$850.00
ZIEGLER, MATTHEW	011026	APPAREL - JEANS	\$74.89
	Vendor Total:		\$74.89
Invoices Grand Total		020226 Invoices Total:	\$894,541.63

Pre-Paid Checks for Prelist 020226

Vendor Name	Invoice Number	Description	Amount
MARCHESE AND SONS, INC.	107989	ALTA/NSPS LAND TITLE SURVEY	\$4,000.00
	Vendor Total:		\$4,000.00
Pre-Paid Checks Grand Total		020226 Pre-Paid Checks Total:	\$4,000.00

Pre-Paid Wire Transactions for Prelist 020226

Vendor Name	Invoice Number	Description	Amount
DEERFIELD POLICE PENSION	POLPEN012326	POLPEN CONTRIBS 01/23/26PR	\$22,346.07
		Vendor Total:	\$22,346.07
FEDERAL TAXES	PR012326	FICA/MC/FIT 01/23/26 PR	\$146,654.39
		Vendor Total:	\$146,654.39
ICMA	MSQRROTH012326	MSQR ROTH 01/23/26	\$7,416.46
	MSQRREG012326	MSQR 457 REG&ROTH 01/23/26 PR	\$25,490.09
		Vendor Total:	\$32,906.55
ILLINOIS DEPT OF REVENUE	PR012326	SIT 01/23/26 PR	\$28,351.83
		Vendor Total:	\$28,351.83
PITNEY BOWES	70877R4/012026	REPLENISH POSTAGE METER	\$2,000.00
		Vendor Total:	\$2,000.00
Wire Grand Total		020226 Pre-Paid Wire Transactions Total:	\$232,258.84

Journal Entry Transactions for Prelist 020226

Vendor Name	Description	Amount
DEERFIELD LIBRARY	LIBRARY SHARE OF PPRT NOV 25	\$8,637.74
	Vendor Total:	\$8,637.74
IMRF	IMRF XFR/VILLAGE & LIBRARY/DEC 25	\$133,316.33
	Vendor Total:	\$133,316.33

020226 Journal Entry Transactions Total: \$141,954.07

Payroll for Prelist 020226 (2026 - Period 1)

Fund	Department	Type	Description	Amount
10	FINANCE DEPARTMENT	5110	REGULAR SALARIES	\$56,193.05
			FINANCE DEPARTMENT Total:	\$56,193.05
	ADMINISTRATION	5110	REGULAR SALARIES	\$106,040.14
		5111	PART TIME SALARIES	\$310.58
			ADMINISTRATION Total:	\$106,350.72
	COMMUNITY DEVELOPMENT	5110	REGULAR SALARIES	\$96,484.24
			COMMUNITY DEVELOPMENT Total:	\$96,484.24
	STREET ADMINISTRATION	5110	REGULAR SALARIES	\$19,230.71
		5112	OVERTIME SALARIES	\$974.28
			STREET ADMINISTRATION Total:	\$20,204.99
	STREET SNOW & ICE REMOVAL	5112	OVERTIME SALARIES	\$7,560.28
			STREET SNOW & ICE REMOVAL Total:	\$7,560.28
	STREET TRAIN STATION MAINT	5110	REGULAR SALARIES	\$629.48
			STREET TRAIN STATION MAINT Total:	\$629.48
	STREET MAINTENANCE	5110	REGULAR SALARIES	\$47,740.61
		5112	OVERTIME SALARIES	\$3,529.95
			STREET MAINTENANCE Total:	\$51,270.56
	ENGINEERING DIVISION	5110	REGULAR SALARIES	\$32,703.27
		5112	OVERTIME SALARIES	\$164.18
			ENGINEERING DIVISION Total:	\$32,867.45
	POLICE DEPT ADMINISTRATION	5110	REGULAR SALARIES	\$59,230.45
		5112	OVERTIME SALARIES	\$2,721.99
			POLICE DEPT ADMINISTRATION Total:	\$61,952.44
	POLICE DEPT COMMUNICATIONS	5110	REGULAR SALARIES	\$84,188.82
		5111	PART TIME SALARIES	\$1,367.53

10	POLICE DEPT COMMUNICATIONS	5112	OVERTIME SALARIES	\$10,243.92
			POLICE DEPT COMMUNICATIONS Total:	\$95,800.27
	POLICE DEPT INVESTIGATIONS	5110	REGULAR SALARIES	\$60,808.09
		5112	OVERTIME SALARIES	\$2,515.89
			POLICE DEPT INVESTIGATIONS Total:	\$63,323.98
	POLICE DEPT PATROL	5110	REGULAR SALARIES	\$342,998.44
		5112	OVERTIME SALARIES	\$22,683.02
			POLICE DEPT PATROL Total:	\$365,681.46
	POLICE DEPT SPEC DETAIL	5112	OVERTIME SALARIES	\$650.52
			POLICE DEPT SPEC DETAIL Total:	\$650.52
Fund 10 Total:				\$958,969.44
50	WATER DEPARTMENT ADMINISTRATIO	5110	REGULAR SALARIES	\$25,204.46
		5112	OVERTIME SALARIES	\$97.55
			WATER DEPARTMENT ADMINISTRATIO Total:	\$25,302.01
	WATER DEPT DISTRIBUTION	5110	REGULAR SALARIES	\$7,250.95
		5112	OVERTIME SALARIES	\$1,560.49
			WATER DEPT DISTRIBUTION Total:	\$8,811.44
	WATER MAIN MAINTENANCE	5110	REGULAR SALARIES	\$22,808.87
		5112	OVERTIME SALARIES	\$10,170.13
			WATER MAIN MAINTENANCE Total:	\$32,979.00
	Fund 50 Total:			
54	SEWER ADMINISTRATION	5110	REGULAR SALARIES	\$17,075.10
			SEWER ADMINISTRATION Total:	\$17,075.10
	SEWER LINE CONSTRUCTION	5110	REGULAR SALARIES	\$13,505.25
		5112	OVERTIME SALARIES	\$1,000.45
			SEWER LINE CONSTRUCTION Total:	\$14,505.70
	SEWER CLEANING	5110	REGULAR SALARIES	\$24,834.21
		5112	OVERTIME SALARIES	\$1,122.86
			SEWER CLEANING Total:	\$25,957.07

54	WASTEWATER TREATMENT FACILITY	5110	REGULAR SALARIES	\$72,710.81
		5112	OVERTIME SALARIES	\$2,163.53
			WASTEWATER TREATMENT FACILITY Total:	\$74,874.34
				Fund 54 Total:
70	GARAGE FUND EXPENDITURES	5110	REGULAR SALARIES	\$18,246.22
		5112	OVERTIME SALARIES	\$388.02
			GARAGE FUND EXPENDITURES Total:	\$18,634.24
				Fund 70 Total:
Salary Grand Total			2026 - Period 1 Salary Total:	\$1,177,108.34

To the Finance Director:

The payment of the previously listed accounts has been approved by the Village of Deerfield Board of Trustees at their meeting held on Monday, February 2, 2026, and you are hereby authorized to pay them from the appropriate funds.

Treasurer of the Village of Deerfield

REQUEST FOR BOARD ACTION

Agenda Item: 26-18

Subject: Ordinance Amending Chapter 3 of the “Municipal Code of the Village of Deerfield, Illinois, 1975,” as Amended, Regarding Alcohol Delivery

Action Requested: Approval

Originated By: Village Managers Office

Referred To: Village President and Board of Trustees

Summary of Background and Reason for Request

P.A. 104-0451 (SB 0618), passed on December 12, 2025, prohibits municipalities from regulating the delivery of alcoholic drinks through websites, mobile applications, or similar platforms. Municipalities, including home rule units, may not regulate such delivery or require a separate or additional license for the delivery of alcohol.

The proposed Ordinance would remove the Class K liquor license from the Municipal Code, as that class is no longer valid under State law. Currently, there are four businesses that hold a Class K liquor license for the 2026 license year (Jewel-Osco, Whole Foods, Deerfield Bottle Shop and Garfield’s Beverage Warehouse). Staff recommends refunding the \$200 fee that was collected from all Class K license holders.

Assistant Village Manager Justin Keenan will be present at the February 2, 2026 meeting to answer questions.

Reports and Documents Attached:

Ordinance

Date Referred to Board: February 2, 2026

Action Taken: _____

VILLAGE OF DEERFIELD

ORDINANCE NO. 2026-_____

AN ORDINANCE AMENDING CHAPTER 3 OF
“THE MUNICIPAL CODE OF THE VILLAGE OF DEERFIELD, ILLINOIS, 1975,”
AS AMENDED, REGARDING ALCOHOL DELIVERY

WHEREAS, Chapter 3 of the "The Municipal Code of the Village of Deerfield, Illinois, 1975", as amended (***Village Code***), regulates the sale and consumption of alcoholic liquor in the Village; and

WHEREAS, from time to time the Village reviews various sections of the Village Code to keep the Village Code consistent with changes in the law, make the administration of the Village's regulations more efficient, and to promote various policy objectives; and

WHEREAS, the Village now desires to amend Chapter 3 (***Liquor Regulations***) of the Village Code to make the administration of the Liquor Regulations more efficient, to remove regulations that are no longer applicable, and promote business in the Village; and

WHEREAS, the Village Board has determined that it will serve and be in the best interests of the Village and its residents to amend the Liquor Regulations pursuant to this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE BOARD OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Ordinance as findings of the Village Board.

SECTION TWO: AMENDMENT TO SECTION 3-8 OF THE VILLAGE CODE. Section 8, titled "Classes of Licenses," of Article 1, titled "Licensing and Regulations," of Chapter 3, titled "Alcoholic Beverages," of the Village Code is hereby amended and shall read as follows:

"Sec. 3-8. Classes of Licenses.

Every person, firm or corporation engaged in the retail sale of alcoholic liquor in the Village shall possess a license of one of the following classes:

* * *

~~(n) CLASS K, which shall authorize and allow Class A and B license holders to make available packaged alcoholic liquor for off-premises consumption for curbside pickup and delivery in accordance with Section 3-32 of this Chapter.~~

~~(n)~~ **(n)** CLASS L, which shall authorize and allow a premises with a Class A license to sell or provide on-site consumption of alcoholic liquor to allow customers to sample the licensee's inventory of alcoholic liquor provided that

Additions are bold and double-underlined; deletions are struck through.

the premises is: (i) located in the C-2 Outlying Commercial District; and (ii) has more than 4,000 square feet of space open to customers.

~~(e)~~ **(o)** CLASS X, civil special events license, which shall authorize the retail sale of alcoholic liquor at Village designated civic special events only for consumption on the event premises or within such other area within the event premises as specifically designated in such license. The license shall be valid only for the duration of the specified civic special event and shall be subject to such conditions as the Local Liquor Commissioner or their designee may impose regarding the conduct of the civil special event, including, without limitation, that the licensee must provide the Village with written documentation, in a form approved by the Village, that, if the licensee is someone other than the Village, the licensee will indemnify, hold harmless, defend, and insure the Village against any claims arising out of or relating to the service of alcoholic liquor by the licensee at the civil special event.

~~(e)~~ **(p)** CLASS Y, which shall authorize the retail sale of alcoholic liquor by the drink by religious, charitable, fraternal or other not-for-profit organizations, for periods not in excess of 48 hours. All applications for a class Y license shall state the name and addresses of the two highest ranking officers of the organization, the address of the premises upon which the sale of alcoholic liquor will be made, the estimated attendance upon the premises during the period of the license and whether such sales will be made to the public or only to bona fide members of the organization for which the license is requested.

Satisfactory evidence from the owner of the premises shall be furnished showing the authorization to the applicant for the use of said premises, including the sale of alcoholic liquor, for the period for which the license is requested. No applicant may apply for more than four class Y licenses in any calendar year.

* * *

SECTION THREE: AMENDMENT TO SECTION 3-10 OF THE VILLAGE CODE. Section 10, titled “Number of Licenses,” of Article 1, titled “Licensing and Regulations,” of Chapter 3, titled “Alcoholic Beverages,” of the Village Code is hereby amended and shall read as follows:

“Sec. 3-10. Number of Licenses.

There shall be issued in the Village no more than the following number of licenses issued in the following classes:

Class A	4
Class B	1
Class C	4
Class D	2
Class D-1	0
Class D-2	1
Class E	10

Additions are bold and double-underlined; deletions are struck through.

Class F	4
Class F-1	2
Class G	1
Class H	1
Class I	1
Class J	1
~~Class K~~	~~4~~
Class L	1
Class X	No Limit
Class Y	No Limit

* * *

SECTION FOUR: REPEAL OF SECTION 3-33 OF THE VILLAGE CODE.

Section 3-33, titled “Delivery of Alcoholic Liquor,” of Article 1, titled “Licensing and Regulations,” of Chapter 3, titled “Alcoholic Beverages,” of the Village Code is hereby repealed in its entirety as follows:

“Sec. 3-33. ~~Delivery Of Alcoholic Liquor:~~ **[RESERVED]**”

~~Where a class of liquor license authorizes delivery of packaged alcoholic liquor for off premises consumption, such service by delivery is subject to the following requirements:~~

~~(a) Deliveries must be made in the unopened, original package.~~

~~(b) The individual making the delivery is required to check the recipients identification card to conform the recipient is 21 or older.~~

~~The licensee that delivers alcoholic liquor is responsible for ensuring that the requirements of this Section are satisfied, including when the licensee uses or allows a third party delivery service to make deliveries.”~~

SECTION FIVE: CLASS K LICENSE FEE. The Annual Fee Resolution is hereby amended to remove a license fee for the Class K License in correct alphabetical order as follows:

CLASSIFICATION	MUNICIPAL CODE REFERENCE	DESCRIPTION	FEE FOR CY 2025
(A) ALCOHOLIC BEVERAGES	~~3-8~~	~~Class K—annual~~	~~\$200~~

SECTION SIX: PUBLICATION. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

SECTION SEVEN: EFFECTIVE DATE. This Ordinance will be in full force and effect after its passage and approval in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

Additions are bold and double-underlined; deletions are struck through.

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

ORDINANCE NO.

Daniel C. Shapiro, Mayor

ATTEST:

Kent S. Street, Village Clerk

Additions are bold and double-underlined; ~~deletions are struck through.~~

REQUEST FOR BOARD ACTION

Agenda Item: 26-19

Subject: Resolution Approving an Agreement with Foot Stone Inc. for Native Landscaping and Ecological Restoration Services (NTE \$43,560)

Action Requested: Approve Resolution

Originated By: PW Management Analyst, Michael Brumm

Referred To: Mayor and Board of Trustees

Summary of Background and Reason for Request

The Public Works Department is proposing a native landscaping and ecological restoration project along two Metra rail corridors to improve stormwater performance, enhance habitat, and support long-term vegetation health. Foot Stone, Inc. has submitted a proposal to install a bioswale and pollinator corridor along the east side of Chestnut Street (between Hazel Avenue and Elmwood Avenue) and at the corner of North Avenue and Chestnut Street, and to perform restoration and maintenance work along the existing native corridor along Waukegan Road on the east side of the Metra rail north of the Tony's sub's location. Work will include vegetation removal, installation of native seed mixes, erosion control measures, invasive species management, and reseeded of bare areas.

The total cost of the project is \$43,560, including \$30,145 for the Chestnut Street installation and \$13,500 for restoration and maintenance along Waukegan Road. Limited future maintenance will be required to ensure the success of the native plantings. This project will improve drainage, support pollinator species, reduce long-term maintenance needs, and enhance Village right-of-way corridors, and is keeping with the Village initiative to install and maintain native areas. The project is fully funded through the Capital Improvement Program, specifically the Village Green Initiatives.

Staff requests that the Village Board Approve the Resolution authorizing an agreement for Native Landscaping and Ecological Restoration Services (\$43,560). The Public Works Analyst, Micheal Brumm, will be at the meeting to answer any questions.

Reports and Documents Attached:

Resolution
Foot Stone, Inc. Proposal

Date Referred to Board: February 2, 2026

Action Taken: _____

VILLAGE OF DEERFIELD

RESOLUTION NO. 2026- _____

A RESOLUTION APPROVING AN AGREEMENT WITH FOOT STONE INC., OF
GLENVIEW, ILLINOIS, FOR NATIVE LANDSCAPING AND ECOLOGICAL
RESTORATION SERVICES

WHEREAS, the Village of Deerfield ("**Village**") is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village desires to retain a firm to install a bioswale and pollinator corridor along the east side of Chestnut Street between Hazel Avenue and Elmwood Avenue and to ecologically restore, maintain, and monitor the previously installed corridor along Waukegan Road on the east side of the Metra rail, north of the Tony's sub's location (collectively, "**Services**"); and

WHEREAS, the Village received a proposal from Foot Stone Inc. of Glenview, Illinois ("**Contractor**") to provide the Services; and

WHEREAS, the Village and Contractor desire to enter into an agreement for the provision of the Services by Contractor ("**Agreement**"); and

WHEREAS, the Mayor and Board of Trustees have determined that waiving competitive bidding and entering into the Agreement with Contractor will serve and be in the best interest of the Village and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, as follows:

SECTION 1: RECITALS. The Village Board hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to its home rule authority, the Village Board hereby waives the advertising and bidding requirements for the approval of the Services.

SECTION 3: APPROVAL OF AGREEMENT. Pursuant to the Village's home rule authority, the Agreement by and between the Village and Contractor is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form and substance acceptable to the Village Manager and the Village Attorney.

SECTION 4: AUTHORIZATION TO EXECUTE AGREEMENT. The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the final Agreement upon receipt by the Village Clerk of at least one original copy of the final Agreement executed by Contractor; provided, however, that if the executed copy of the final Agreement is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the Mayor and Board of Trustees, be null and void.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval by two-thirds of the Village Board according to law.

AYES:

NAYS:

ABSTAIN:

ABSENT:

PASSED:

APPROVED:

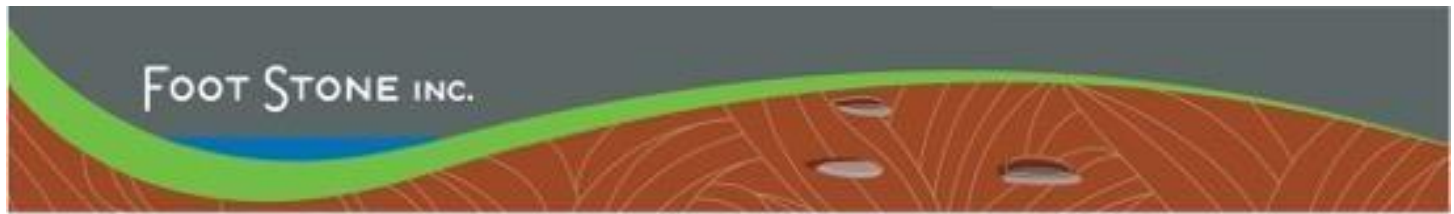
RESOLUTION NO:

Daniel C. Shapiro, Mayor

ATTEST:

Kent S. Street, Village Clerk

EXHIBIT A
AGREEMENT



609 Greendale Road • Glenview, IL 60025 • 847) 337-0471 • info@footstoneinc.com • footstoneinc.com

January 7, 2026

Village of Deerfield

Public Works Department

1045 Hackberry Road

Deerfield, IL 60015

Attn: Tyler Dickinson, Assistant Public Works & Engineering Director, tdickenson@deerfield.il.us

Subject: Proposal to install a bioswale and pollinator corridor along Metra Chestnut Street reach and to ecologically restore, maintain and monitor the previously installed corridor along the Metra Waukegan Road reach in 2026.

For a total cost of **\$43,560.00** (\$30,145.00 for the Chestnut Street installation and \$13,500 for the Waukegan Road restoration and maintenance) in 2026, Foot Stone, Inc. will install an approximately 1.4-acre bioswale and pollinator garden corridor along the east side of Chestnut Street and will perform restoration and maintenance work along the west side of Waukegan Road (See accompanying maps).

The Metra Chestnut Street work consists of:

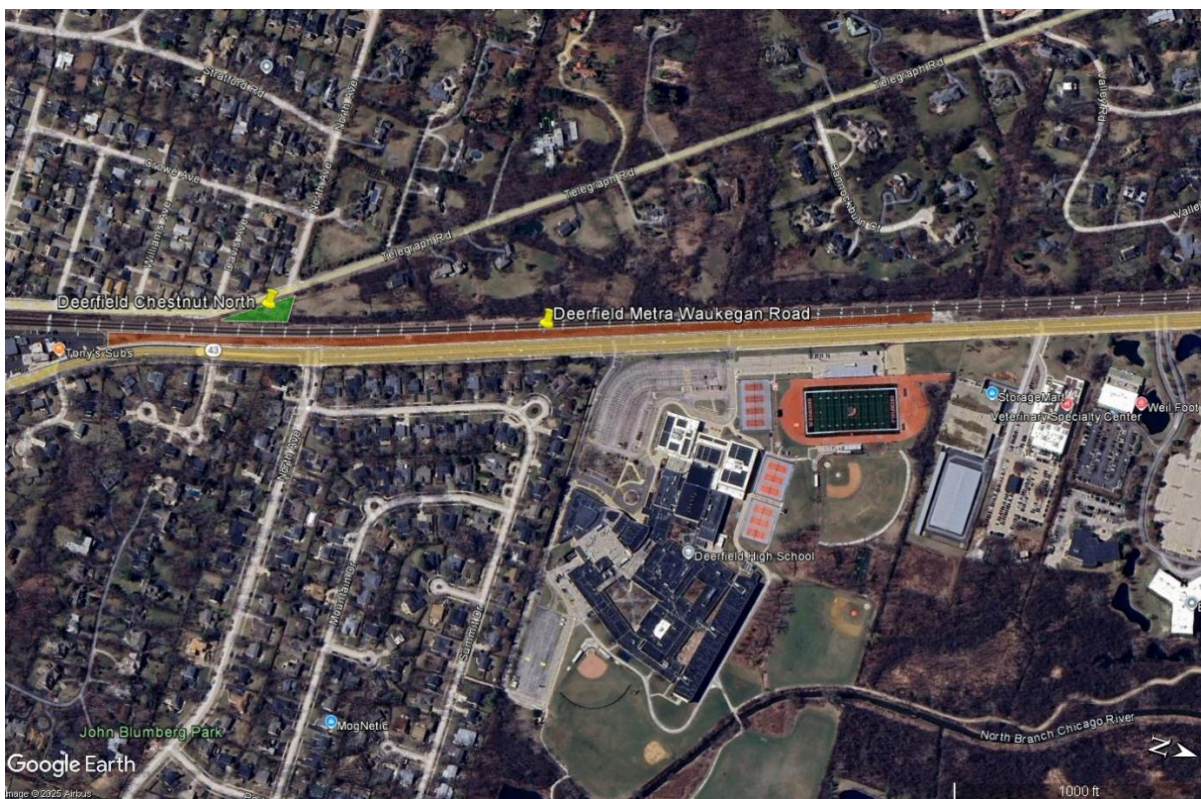
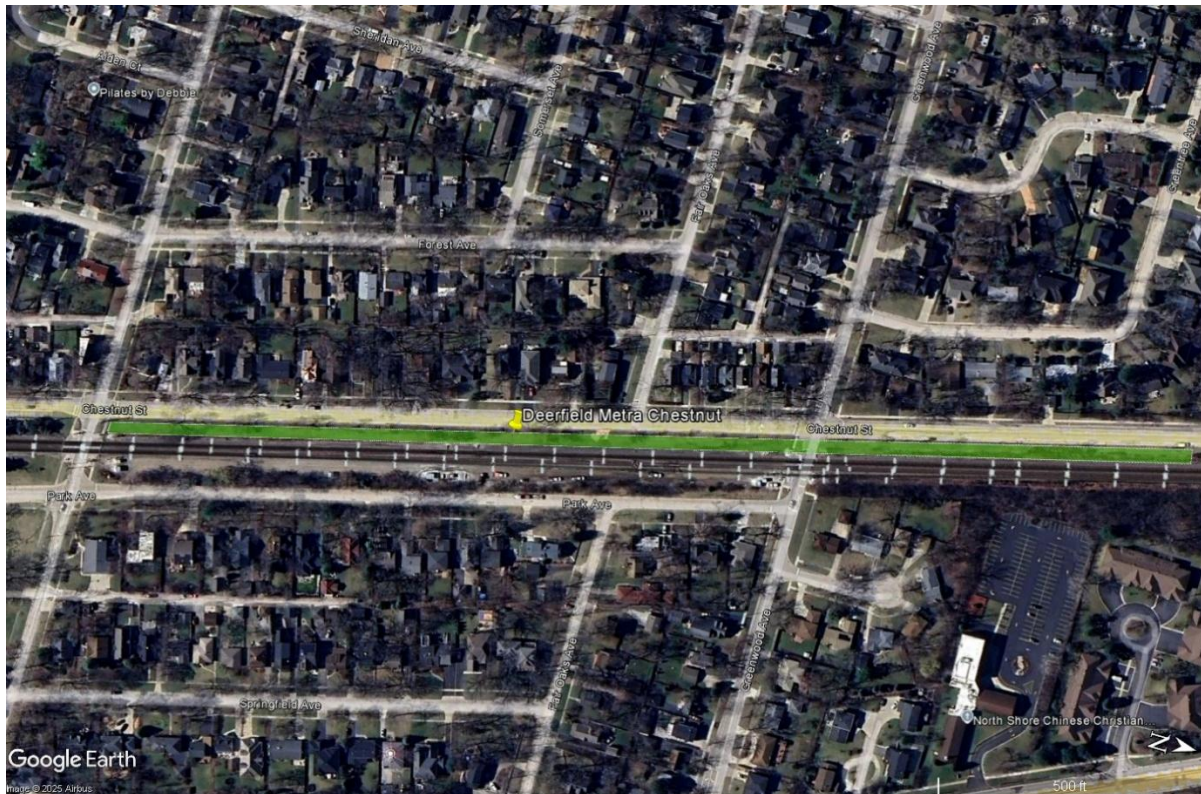
1. Performing 4 rounds of eradication of existing vegetation and deadheading seeds of re-sprouted or missed weed plants.
2. Over-seeding entire area with upland, mesic and wet-mesic seed mixes augmented with native pollinator plants.
3. Covering seeded area with stapled-down, straw erosion control blankets in previous turf grass and bare-sloped areas.

Note that annual ecological maintenance (weed control and some inter-seeding) will be required in the years following the initial installation of the Chestnut Road corridor, and the average annual cost of such maintenance would be approximately \$7,250.00 per year for the first 3 years following planting.

The Metra Waukegan Road work consists of:

1. Manually, mechanically and chemically controlling non-native and invasive weeds, including teasels, thistles, sowthistles, Purple Loosestrife, Reed Canary Grass, cattails, Phragmites, burdock, Queen Anne's Lace, Wild Parsnip, White Sweet Clover, Yellow Sweet Clover, Docks (*Rumex spp.*), buckthorn, Grey Dogwood and others.
2. Deadheading seed heads of missed or resprouted weeds prior to seed drop, and removing from site.
3. Inter-seeding bare areas with appropriate native grass and forb seed mixes.

Foot Stone, Inc. proposal to install a bioswale and pollinator corridor along Metra Chestnut Street reach and to ecologically restore, maintain and monitor the previously installed corridor along the Metra Waukegan Road reach in 2026 (cont).



Foot Stone, Inc. proposal to install a bioswale and pollinator corridor along Metra Chestnut Street reach and to ecologically restore, maintain and monitor the previously installed corridor along the Metra Waukegan Road reach in 2026 (cont).

Service Conditions

- 1. All workers will be trained in their tasks and will be supervised by a qualified ecological restoration professional.
- 2. Timing of work will depend on vegetation and weather conditions.
- 3. All chemicals will be applied conservatively by licensed individuals in accordance with product label requirements.
- 4. Any work not described herein shall be detailed and presented as a separate quote.
- 5. The Village agrees to pick up the costs of Metra entry permit applications, Metra entry permit fees and Metra required additional insurance above and beyond Village insurance requirements.

Billing and Payment: Payment for work completed is due within thirty (30) days of receipt of an invoice, and accounts not paid within terms are subject to a one-and-one-half percent (1-1/2%) monthly finance charge.

ACCEPTANCE OF CONTRACT

Foot Stone Inc.

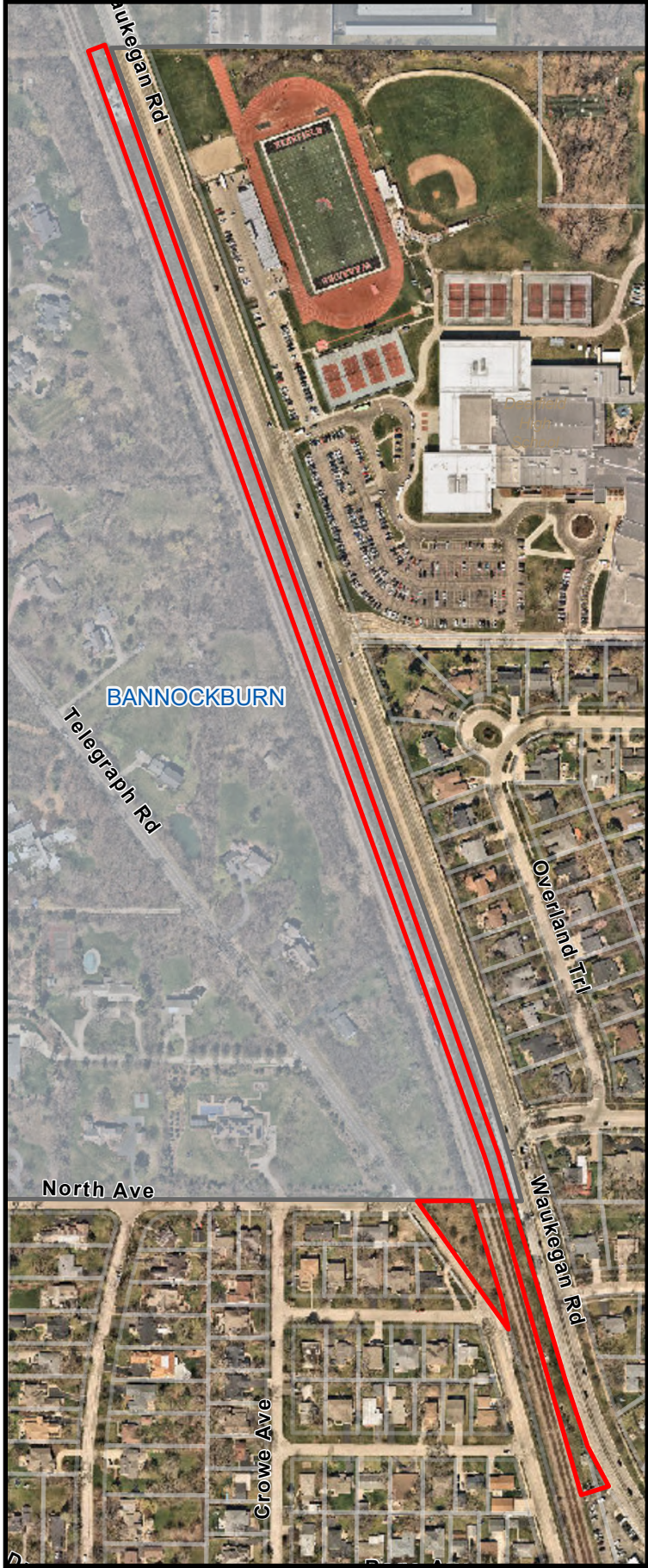
Deerfield Public Works and Engineering

_____	_____	_____	_____
Robert B. Sulski, Vice President	Date		Date

Footstone Inc. Landscaping Areas

Waukegan Corridor and Chestnut Bio-Swale and Pollinator Garden

 Landscape Area



Chestnut Corridor



REQUEST FOR BOARD ACTION

Agenda Item: 26-20

Subject: Resolution Approving Closed Session Meeting Minutes of the Village Board and Authorizing the Release of Certain Closed Meeting Minutes of the Village Board

Action Requested: Approval
Administration
Originated By: Mayor and Board of Trustees
Referred To: _____

Summary of Background and Reason for Request

This resolution will approve certain draft closed session meeting minutes identified in Section 2 of the resolution. The Board reviewed the minutes in a closed session meeting that was held on December 15, 2025. Staff and the Village Attorney recommend approving the draft closed session meeting minutes. Staff and the Village Attorney only recommend releasing the July 21, 2025 meeting minutes since all other minutes have been determined to require confidential treatment.

Reports and Documents Attached:

1. Resolution

Date Referred to Board: February 2, 2026

Action Taken: _____

VILLAGE OF DEERFIELD

RESOLUTION NO. _____

**A RESOLUTION APPROVING CLOSED MEETING MINUTES OF THE VILLAGE BOARD AND AUTHORIZING THE RELEASE OF CERTAIN
CLOSED MEETING MINUTES OF THE VILLAGE BOARD**

WHEREAS, pursuant to the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* ("**Act**") the Village Board has, from time to time, conducted meetings that were closed to the public pursuant to the Act (collectively, the "**Closed Meetings**"); and

WHEREAS, pursuant to the Act, the Village Board must keep and approve written minutes of all Closed Meetings; and

WHEREAS, pursuant to Section 2.06(d) of the Act, the Village Board has conducted its twice-annual review of all written minutes of the Closed Meetings of the Village Board; and

WHEREAS, the Village Board has determined that the written minutes of certain Closed Meetings may be released at this time, while the need for confidentiality remains for other certain Closed Meetings;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution of the findings of the Village Board.

SECTION 2: APPROVAL OF DRAFT CLOSED SESSION MEETING MINUTES. The Village Board has reviewed the following set of draft Closed Meeting minutes during the December 15, 2025, Closed Meeting. The Village Board has determined the draft meeting minutes shall be approved.

July 21, 2025
September 15, 2025
October 20, 2025
November 3, 2025
November 17, 2025

SECTION 3: RELEASE OF CLOSED SESSION MEETING MINUTES. The Village Clerk is hereby authorized and directed to make available for public inspection the Closed Meeting minutes from the Village Board meetings held on the following date:

July 21, 2025

SECTION 4: DETERMINATION OF CONFIDENTIALITY. The Village Board has determined that a need for confidentiality still exists with respect to the minutes of all

Closed Meetings that are not identified in Section 3 of this Resolution, and for which the Village Board has not previously authorized public inspection.

SECTION 5: EFFECTIVE DATE. This Resolution will be in full force and effect upon its passage and approval by a majority of the members of the Village Board.

AYES:

NAYS:

ABSTAIN:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO:

Daniel C. Shapiro, Mayor

ATTEST:

Kent S. Street, Village Clerk

REQUEST FOR BOARD ACTION

Agenda Item: 26-21

Subject: Resolution Approving First Amendments to the Residential and Commercial Waste Collection Franchise Agreements with Lakeshore Recycling Systems, Inc.

Action Requested: Approval

Originated By: Village Manager's Office

Referred To: Mayor and Village Board of Trustees

Summary of Background and Reason for Request

The Village of Deerfield's current five-year residential and commercial solid waste collection contracts with Lakeshore Recycling Systems (LRS) are set to expire on March 31, 2026. Under the existing agreements, solid waste collection services are provided to approximately 5,862 single-family residences, 495 multi-family properties, and 300 commercial customers.

Staff began negotiations with LRS in the summer of 2025 to evaluate the feasibility of renewing the contracts. At the October 22, 2025 Committee of the Whole meeting, staff presented LRS's proposal to renew both the residential and commercial contracts for an additional five-year term.

Key components of the proposed LRS contract renewal include the following:

1. LRS will transition to a two-day residential collection schedule, with service occurring on Tuesdays and Wednesdays only. Properties currently serviced on Mondays will be shifted to Wednesdays.
2. The residential service rate will increase to \$25.45 per month, up from the current rate of \$20.02, representing a 27.12% increase.
 - o The resident-paid portion will be \$11.32 per month.
3. The multi-family service rate will increase to \$14.60 per month, compared to the current rate of \$9.37, representing a 55.82% increase.
 - o The resident-paid portion will also be \$11.32 per month.
4. Commercial collection rates will increase by an average of 11–14%.
5. LRS has agreed to a one-year rate freeze for residential services, including yard waste sticker pricing.
 - o Rates will increase by 2.5% in year three and 4% in years four and five of the contract term.
6. The new contracts include liquidated damages provisions, allowing the Village to impose penalties if LRS fails to meet performance or customer service standards.

Staff believe the proposed renewal provides a cost-effective option and represents a more economical approach than rebidding the services. The Village has maintained a long-standing and successful working relationship with LRS, and service issues have historically been resolved promptly. For these reasons, staff recommend that the Village Board approve the resolution and authorize the renewal of the residential and commercial solid waste contracts with LRS. Assistant Village Manager Justin Keenan will be present to answer questions.

Report and Documentation:

1. Resolution
2. First Amendment to the Commercial Solid Waste Services Agreement
3. First Amendment to the Residential Solid Waste Services Agreement
4. October 22, 2025 COW Memo

Date Referred to Board: January 20, 2026

Action Taken: _____

VILLAGE OF DEERFIELD

RESOLUTION NO. _____

**A RESOLUTION APPROVING FIRST AMENDMENTS TO THE RESIDENTIAL
AND COMMERCIAL WASTE COLLECTION FRANCHISE AGREEMENTS WITH
LAKESHORE RECYCLING SYSTEMS, INC.**

WHEREAS, the Village of Deerfield is authorized pursuant to Section 11-19-1 of the Illinois Municipal Code, 65 ILCS 5/11-19-1, to award a franchise in the manner provided by Section 11-19-1 to a private entity for the collection of waste from residential and non-residential locations in the Village; and

WHEREAS, after undergoing the public hearing and RFP process mandated by law, on January 6, 2014, the Village entered into a Commercial Solid Waste Services Agreement for non-residential customers ("**Original Commercial Franchise**") with Lakeshore Recycling Systems, Inc. ("**LRS**"); and

WHEREAS, the term of the Original Commercial Franchise expired on March 31, 2021; and

WHEREAS, after undergoing the public hearing and RFP process mandated by state law, on January 19, 2021, the Village entered into a Commercial Solid Waste Services Agreement for non-residential customers ("**Commercial Franchise Agreement**") and Residential Solid Waste & Recycling Collection Services Agreement for residential customers ("**Residential Franchise Agreement**") with LRS; and

WHEREAS, the term of the Commercial Franchise Agreement and Residential Franchise Agreement expire on March 31, 2026; and

WHEREAS, Village staff has determined that LRS performed its obligations under the Commercial Franchise Agreement and Residential Franchise Agreement in a professional and capable manner providing high quality and responsive service to the Village's residential and non-residential customers; and

WHEREAS, the Village and LRS now mutually desire to renew the Commercial Franchise Agreement for an additional five-year term and amend the terms of the Commercial Franchise Agreement ("**First Amendment to Commercial Franchise Agreement**"); and

WHEREAS, the Village and LRS now mutually desire to renew the Residential Franchise Agreement for an additional five-year term and amend the terms of the Residential Franchise Agreement ("**First Amendment to Residential Franchise Agreement**"); and

WHEREAS, the corporate authorities of the Village of Deerfield have determined that it is in the best interests of the Village to approve (i) the First Amendment to Commercial Franchise Agreement in substantially the form attached hereto as **Exhibit A** and (ii) the First Amendment to Residential Franchise Agreement in substantially the form attached hereto as **Exhibit B**; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The Village Board hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF FIRST AMENDMENT TO COMMERCIAL FRANCHISE AGREEMENT. The Village Board hereby approves the First Amendment to Commercial Franchise Agreement in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 3: APPROVAL OF FIRST AMENDMENT TO RESIDENTIAL FRANCHISE AGREEMENT. The Village Board hereby approves the First Amendment to Commercial Franchise Agreement in substantially the form attached to this Resolution as **Exhibit B** and in a final form approved by the Village Attorney.

SECTION 4: AUTHORIZATION TO EXECUTE. The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the final First Amendment to Commercial Franchise Agreement and First Amendment to Residential Franchise Agreement upon receipt by the Village Clerk of at least one original copy of each of the final first amendments executed by LRS; provided, however, that if the executed copies of the final first amendments are not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the Mayor and Board of Trustees, be null and void.

SECTION 5: EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval by a majority of the members of the Board of Trustees.

PASSED this _____ day of _____, 2026.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this _____ day of _____, 2026.

Village President

ATTEST:

Village Clerk

EXHIBIT A

FIRST AMENDMENT TO COMMERCIAL FRANCHISE AGREEMENT

**FIRST AMENDMENT TO THE COMMERCIAL
SOLID WASTE SERVICES AGREEMENT
LAKESHORE RECYCLING SYSTEMS, INC.**

THIS FIRST AMENDMENT TO THE COMMERCIAL SOLID WASTE SERVICES AGREEMENT (“*Amendment*”), dated as of this ____ day of _____, 2026, (***“Effective Date”***), is by and between the **VILLAGE OF DEERFIELD**, an Illinois home rule municipal corporation (***“Village”***) and **LAKESHORE RECYCLING SYSTEMS, INC.**, and Illinois corporation (***“Contractor”***) (together, the Village and the Contractor are referred to as the ***“Parties”***).

RECITALS

WHEREAS, the Village and Contractor entered into that certain Commercial Solid Waste Services Agreement, dated January 19, 2021 (***“Agreement”***) for Contractor to provide the Village solid waste removal services for non-residential customers (***“Services”***), which Services are more fully described in the Agreement; and

WHEREAS, the initial term of the Agreement expires on March 31, 2026; and

WHEREAS, pursuant to Section 3.1 of the Agreement, the Village and Contractor may renew and extend the Agreement for up to five additional years upon the mutual written agreement of the Parties; and

WHEREAS, the Village and Contractor now desire to extend the Agreement for five additional years pursuant to the terms of this Amendment;

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the Contractor agree as follows:

SECTION 1. RECITALS. The recitals set forth above are true and correct and are hereby incorporated into this Agreement as if fully stated herein.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. Definitions. All capitalized words and phrases used throughout this Amendment have the meanings set forth in the various provisions of this Amendment. If a word or phrase is not specifically defined in this Amendment, it has the same meaning as in the Agreement.

B. Rules of Construction. Except as specifically provided in this Amendment, all terms, provisions and requirements contained in the Agreement remain unchanged and in full force and effect. In the event of a conflict between the text of the Agreement and the text of this Amendment, the text of this Amendment controls.

SECTION 3. EXTENSION OF TERM. Pursuant to Section 3.1 of the Agreement, the Village and Contractor hereby agree that the term of the Agreement is hereby extended for five years commencing on April 1, 2026, and ending on March 31, 2031 (***“Renewal Term”***), during which Renewal Term, Contractor must diligently and continuously prosecute the Services in accordance with the terms of the Agreement, as amended by this Amendment.

SECTION 4. RATE SCHEDULE. Contractor shall charge the Village for the Services consistent with the terms of the Agreement, provided, however, that the rates for Services shall be charged as set forth in **Exhibit A**, attached hereto and incorporated herein by reference ("**New Rate Schedule**"). The rates identified in the New Rate Schedule will increase by 4% per year at the end of the first year of the Renewal Term and at the end of each year thereafter.

SECTION 5. MINIMUM CUSTOMER STANDARDS. Section 9.3 of the Agreement, titled "Minimum Customer Service Standards," is hereby amended as follows:

Section 9.2 Minimum Customer Service Standards

- a) Complaints Generally. The Contractor shall cooperate with the Village in minimizing complaints from the Customers. A consistent pattern of failure to address complaints, **chronic complaints (defined as three or more failures to meet the requirements of this Agreement related to the same collection stop within any 60 day period)**, or violations of Sections 9.3(a) through 9.2(h) of this Agreement, shall entitle the Village to exercise the remedies provided to it pursuant to Section 9.3(h) and/or Article X of this Agreement.

[...]

- h) Compliance Rate. During normal business hours, the minimum standards set forth in this Section 9.3 shall be met no less than ninety percent (90%) of the time, measured on a **bi-monthly** basis. ~~Upon request, Contractor must provide reports shall be provided to the Village at least once per month and as requested by the Village~~ providing a log of inquiries received and action taken to address each complaint and call. The Contractor shall also distribute to the Village a log providing data which tracks the customer service representatives' adherence to the standards set forth in Section 9.3(a) through 9.3(g) of this Agreement, as the Village may request in its discretion. If the records indicate a clear failure of the Contractor to comply with the minimum standards set forth in Sections 9.3(a) through 9.3(g) of this Agreement, then the Village reserves the right to require the Contractor to implement modifications to its customer service center to bring it into compliance with the requirements of this Section 9.3.

SECTION 6. LIQUIDATED DAMAGES. Section 10.2 of the Agreement, titled, "Events of Default and Remedies of Village," is hereby amended as follows:

Section 10.2 Events of Default and Remedies of Village

[...]

- e) **Contractor and the Village agree, that in the event that Contractor violates Sections 9.3 and 12.5 of this Agreement, that the Village's damages would be uncertain and difficult to accurately estimate. Accordingly, in addition to the Village's other remedies set forth in this Section 10.2, which may be exercised in conjunction with this**

Section 10.2(e), the Contractor shall pay to the Village as liquidated damages the amount of \$500.00 for each and every violation.

ef) This Section 10.2 shall survive termination of this Agreement.

SECTION 7. COUNTERPARTS. To facilitate execution of this Amendment, this Amendment may be executed in multiple counterparts, each of which, when assembled to include an original signature for each party contemplated to sign this Amendment, will constitute a complete and fully executed original. All such fully executed original counterparts will collectively constitute a single agreement. Each counterpart may be delivered by pdf transmission.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the Execution Date first above written.

VILLAGE OF DEERFIELD

**LAKESHORE RECYCLING SYSTEMS,
INC.**

By:_____

By:_____

Its:_____

Its:_____

COMMERCIAL SOLID WASTE HAULING & DISPOSAL SERVICES
PRICE MATRIX EFF: APRIL 1, 2026 TO MARCH 30, 2027
TRASH

<u>Container Size</u>	<u>Frequency of Service</u>						
	<u>1x Wk</u>	<u>2x Wk</u>	<u>3x Wk</u>	<u>4x Wk</u>	<u>5x Wk</u>	<u>6x Wk</u>	<u>7x Wk</u>
65 gallon	\$ 23.30	\$ 45.43	\$ 65.77	\$ 87.69	\$ 109.60	\$ 134.28	\$ 175.74
95 gallon	\$ 23.30	\$ 45.43	\$ 65.77	\$ 87.69	\$ 109.60	\$ 134.28	\$ 175.74
1 cy	\$ 38.37	\$ 76.75	\$ 115.09	\$ 164.44	\$ 212.39	\$ 260.34	\$ 328.85
*1 cy compacted	\$ 61.68	\$ 121.03	\$ 179.08	\$ 234.65	\$ 290.23	\$ 401.39	\$ 455.85
1.5 cy	\$ 45.43	\$ 90.84	\$ 141.94	\$ 198.72	\$ 255.50	\$ 306.87	\$ 362.66
*1.5 cy compacted	\$ 90.66	\$ 188.58	\$ 295.44	\$ 401.39	\$ 512.53	\$ 617.51	\$ 806.92
2 cy	\$ 54.62	\$ 105.02	\$ 158.84	\$ 205.82	\$ 262.60	\$ 326.45	\$ 389.89
*2 cy compacted	\$ 104.61	\$ 201.14	\$ 314.29	\$ 427.44	\$ 531.06	\$ 642.22	\$ 812.38
4 cy	\$ 88.01	\$ 176.01	\$ 271.47	\$ 369.05	\$ 461.31	\$ 560.67	\$ 678.68
6 cy	\$ 125.63	\$ 244.13	\$ 372.55	\$ 476.53	\$ 596.15	\$ 716.80	\$ 888.05
*6 cy compacted	\$ 308.31	\$ 616.61	\$ 924.94	\$ 1,301.74	\$ 1,644.30	\$ 2,021.12	\$ 2,519.44
8 cy	\$ 167.49	\$ 320.81	\$ 481.22	\$ 669.53	\$ 829.92	\$ 1,007.77	\$ 1,220.67
10 cy	\$ 185.50	\$ 356.26	\$ 534.41	\$ 726.23	\$ 904.37	\$ 1,082.51	\$ 1,348.44

20 yard roll off	\$ 480.01	per haul	**5 ton limit
30 yard roll off	\$ 526.69	per haul	**6 ton limit
40 yard roll off	\$ 600.02	per haul	**7 ton limit

	<u>Collection Only**</u>	<u>Leased Service</u>
20 yard compaction equipment	\$ 500.02 per haul **5 ton limit	\$ 471.44 per month
25 yard compaction equipment	\$ 526.69 per haul **5 ton limit	\$ 471.44 per month
30 yard compaction equipment	\$ 573.37 per haul **6 ton limit	\$ 471.44 per month
40 yard receiver box	\$ 573.37 per haul **6 ton limit	\$ 116.03 per month
2 yard stationary compactor rental only		\$ 245.15 per month
6 yard rear load compactor rental only		\$ 245.15 per month

***Rental/Lease/Purchase of Apartment style compactor and receiver boxes will be the responsibility of the individual customer, and not the responsibility of the Village.**

**** Roll-off loads will be charged an additional \$65.00 per ton for each ton over the stated tonnage limit.**

**VILLAGE OF DEERFIELD
COMMERCIAL SOLID WASTE HAULING & DISPOSAL SERVICES
PRICE MATRIX EFF: APRIL 1, 2026 TO MARCH 30, 2027
RECYCLING**

<u>Container Size</u>	<u>Frequency of Service</u>						
	<u>1x Wk</u>	<u>2x Wk</u>	<u>3x Wk</u>	<u>4x Wk</u>	<u>5x Wk</u>	<u>6x Wk</u>	<u>7x Wk</u>
65 gallon	\$ -	\$ 60.09	\$ 90.14	\$ 120.17	\$ 150.23	\$ 180.27	N/A
95 gallon	\$ -	\$ 60.09	\$ 90.14	\$ 120.17	\$ 150.23	\$ 180.27	N/A
1 cy	\$ -	\$ 60.09	\$ 90.14	\$ 120.17	\$ 150.23	\$ 180.27	N/A
1.5 cy	\$ -	\$ 66.10	\$ 105.75	\$ 138.21	\$ 174.26	\$ 210.32	N/A
2 cy	\$ -	\$ 72.11	\$ 111.15	\$ 148.21	\$ 180.27	\$ 216.27	N/A
4 cy	\$ -	\$ 131.25	\$ 196.89	\$ 251.44	\$ 314.29	\$ 377.15	N/A
6 cy	\$ 67.64	\$ 157.51	\$ 236.27	\$ 315.02	\$ 393.76	\$ 472.52	N/A
8 cy	\$ 118.13	\$ 236.27	\$ 354.39	\$ 472.52	\$ 590.65	\$ 708.78	N/A
10 cy	\$ 157.51	\$ 315.02	\$ 472.52	\$ 630.03	\$ 787.54	\$ 945.05	N/A
20 yard roll off	\$ 457.89	per haul	**5 ton limit				
30 yard roll off	\$ 502.42	per haul	**6 ton limit				
40 yard roll off	\$ 572.37	per haul	**7 ton limit				

Please list all items included for recycling pick-up:

All items listed on SWALCO's website including:

- Glass jars and bottles
- Plastic bottles and containers (#1 - #7)
- Aluminum
- Tin & metal cans
- Cardboard & Paper (chip board, newspaper, magazines, junk mail, catalogs, paper bags, telephone books, office paper, file folders and paper towel rolls)
- Asceptic packaging (milk and certain beverage containers)

**VILLAGE OF DEERFIELD
COMMERCIAL SOLID WASTE HAULING & DISPOSAL SERVICES
PRICE MATRIX EFF: APRIL 1, 2026 TO MARCH 30, 2027
ORGANICS**

Description of Service: Organic material container service on an "As-Needed" or "Per Pull" basis.
Organic material includes food scraps and landscape waste as defined in the Illinois Environmental Protection Act.

<u>Container Size</u>	<u>Cost "Per Pull"</u>
65 gallon cart	<u>\$ 19.65</u>
95 gallon cart	<u>\$ 26.20</u>
1 cubic yard	<u>n/a</u>
1.5 cubic yard	<u>n/a</u>

If any of the above pricing on a per pull basis would be lowered based on volume (i.e. one location having a need for multiple containers) please explain:

EXHIBIT B

FIRST AMENDMENT TO RESIDENTIAL FRANCHISE AGREEMENT

**FIRST AMENDMENT TO THE RESIDENTIAL
SOLID WASTE SERVICES AGREEMENT
LAKESHORE RECYCLING SYSTEMS, INC.**

THIS FIRST AMENDMENT TO THE RESIDENTIAL SOLID WASTE SERVICES AGREEMENT (“*Amendment*”), dated as of this ____ day of _____, 2026, (***“Effective Date”***), is by and between the **VILLAGE OF DEERFIELD**, an Illinois home rule municipal corporation (***“Village”***) and **LAKESHORE RECYCLING SYSTEMS, INC.**, an Illinois corporation (***“Contractor”***) (together, the Village and the Contractor are referred to as the ***“Parties”***).

RECITALS

WHEREAS, the Village and Contractor entered into that certain Residential Solid Waste Services Agreement, dated January 19, 2021 (***“Agreement”***) for Contractor to provide the Village solid waste removal services for residential customers (***“Services”***), which Services are more fully described in the Agreement; and

WHEREAS, the initial term of the Agreement expires on March 31, 2026; and

WHEREAS, pursuant to Section 3.1 of the Agreement, the Village and Contractor may renew and extend the Agreement for up to five additional years upon the mutual written agreement of the Parties; and

WHEREAS, the Village and Contractor now desire to extend the Agreement for five additional years pursuant to the terms of this Amendment;

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the Contractor agree as follows:

SECTION 1. RECITALS. The recitals set forth above are true and correct and are hereby incorporated into this Agreement as if fully stated herein.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. Definitions. All capitalized words and phrases used throughout this Amendment have the meanings set forth in the various provisions of this Amendment. If a word or phrase is not specifically defined in this Amendment, it has the same meaning as in the Agreement.

B. Rules of Construction. Except as specifically provided in this Amendment, all terms, provisions and requirements contained in the Agreement remain unchanged and in full force and effect. In the event of a conflict between the text of the Agreement and the text of this Amendment, the text of this Amendment controls.

SECTION 3. EXTENSION OF TERM. Pursuant to Section 3.1 of the Agreement, the Village and Contractor hereby agree that the term of the Agreement is hereby extended for five years commencing on April 1, 2026, and ending on March 31, 2031 (***“Renewal Term”***), during which Renewal Term, Contractor must diligently and continuously prosecute the Services in accordance with the terms of the Agreement, as amended by this Amendment.

SECTION 4. RATE SCHEDULE. Contractor shall charge the Village for the Services during the Renewal Term consistent with the terms of the Agreement, provided, however, that the rates for Services shall be charged as set forth in **Exhibit A**, attached hereto and incorporated herein by reference ("**New Rate Schedule**"). The rates identified in the New Rate Schedule, including the rates for yard waste stickers, will increase by 2.5 percent in the third year of the Renewal Term and by 4.0% in years four and five of the Renewal Term.

SECTION 5. DESIGNATED DAYS FOR SERVICE. The Village and Contractor hereby agree that during the Renewal Term, LRS the designated days for collection will be on Tuesday and Wednesday of each week throughout the Renewal Term. Contractor will provide customers who are currently receiving collection on Mondays customers with collection on Wednesdays.

SECTION 6. MINIMUM CUSTOMER STANDARDS. Section 9.2 of the Agreement, titled "Minimum Customer Service Standards," is hereby amended as follows:

Section 9.2 Minimum Customer Service Standards

- a) Complaints Generally. The Contractor shall cooperate with the Village in minimizing complaints from the Residential Customers. A consistent pattern of failure to address complaints, **chronic complaints (defined as three or more failures to meet the requirements of this Agreement related to the same collection stop within any 60 day period)**, or violations of Sections 9.2(a) through 9.2(h) of this Agreement, shall entitle the Village to exercise the remedies provided to it pursuant to Section 9.2(h) and/or Article X of this Agreement.

[...]

- h) Compliance Rate. During normal business hours, the minimum standards set forth in this Section 9.2 shall be met no less than ninety percent (90%) of the time, measured on a bi-monthly basis. ~~Upon request, Contractor must provide reports shall be provided to the Village~~ **at least once per month and as requested by the Village** providing a log of inquiries received and action taken to address each complaint and call. The Contractor shall also distribute to the Village a log providing data which tracks the customer service representatives' adherence to the standards set forth in Section 9.2(a) through 9.2(g) of this Agreement, as the Village may request in its discretion. If the records indicate a clear failure of the Contractor to comply with the minimum standards set forth in Sections 9.2(a) through 9.2(g) of this Agreement, then the Village reserves the right to require the Contractor to implement modifications to its customer service center to bring it into compliance with the requirements of this Section 9.2.

SECTION 7. LIQUIDATED DAMAGES. Section 10.3 of the Agreement, titled, "Events of Default and Remedies of Village," is hereby amended as follows:

Section 10.3 Events of Default and Remedies of Village

[...]

d) Contractor and the Village agree, that in the event that Contractor violates Sections 9.2 and 12.4 of this Agreement, that the Village's damages would be uncertain and difficult to accurately estimate. Accordingly, in addition to the Village's other remedies set forth in this Section 10.3, which may be exercised in conjunction with this Section 10.3(d), the Contractor shall pay to the Village as liquidated damages the amount of \$500.00 for each and every violation.

de) This Section 10.3 shall survive termination of this Agreement.

SECTION 8. COUNTERPARTS. To facilitate execution of this Amendment, this Amendment may be executed in multiple counterparts, each of which, when assembled to include an original signature for each party contemplated to sign this Amendment, will constitute a complete and fully executed original. All such fully executed original counterparts will collectively constitute a single agreement. Each counterpart may be delivered by pdf transmission.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the Execution Date first above written.

VILLAGE OF DEERFIELD

**LAKESHORE RECYCLING SYSTEMS,
INC.**

By:_____

By:_____

Its:_____

Its:_____

Memorandum

TO: Kent Street, Village Manager

FROM: Justin Keenan, Assistant Village Manager

DATE: October 16, 2025

SUBJECT: Residential and Commercial Solid Waste Contract Renewal



Background

The Village of Deerfield's current five-year residential and commercial Solid Waste and Recycling Collection Services Agreements with Lakeshore Recycling Systems (LRS) are set to expire on March 31, 2026. Currently, solid waste collection services are provided to 495 multi-family properties, 5,862 single-family residences and approximately 300 businesses.

In preparation of the contract expiring, Village staff have initiated discussions with LRS to assess the feasibility of renewing these contracts for another five-year term. Staff along with assistance from the Solid Waste Agency of Lake County (SWALCO) conducted several months of negotiations with LRS to reach the proposed contract extension terms.

LRS has provided the Village with residential solid waste, recycling and organics collection services since 2020; and, commercial solid waste and recycling services since 2015. LRS has been a reliable solid waste collection services partner to the Village. LRS was uniquely able to meet the demands of the Village's year-round residential curbside composting program and they are still the only provider able to offer the benefits associated with the Hefty Renew program making for a more robust landfill diversion program.

In lieu of a contract renewal with LRS staff would issue a Request for Proposals (RFP) for both residential and commercial solid waste and recycling collection services later this fall to ensure uninterrupted service. In previous years, the Village has issued RFPs or extended contracts based on the proposed renewal rates. RFPs were issued in both 2015 and 2020. The Village tries to take creative and innovative approaches to contract negotiations. For example, in 2015, the Village issued a joint RFP with Highland Park in an attempt to achieve greater economies of scale; however, none were realized and each municipality entered into contracts independently.

LRS Proposed Changes

Staff has negotiated the following proposed contract changes with LRS:

- LRS will transition to a two-day residential service schedule with collections on Tuesdays and Wednesdays only; a reduction from the current three-day schedule (Mondays, Tuesdays and Wednesdays). Existing Monday customers would be switched to Wednesday.
- The residential contract service rate will increase to \$25.45 per month, up from the current rate of \$20.02 (27.12%). Customers currently pay \$8.92 per month.

Memorandum

- The multi-family residential service rate will rise to \$14.60 per month, compared to the current rate of \$9.37 (55.82%).
- The Commercial Solid Waste and Recycling contract rate will be raised by an average of 11-14%.
- LRS agreed to a one-year rate freeze for residential rates, including for yard waste stickers.
- Rates will increase by 2.5% in year three and 4% in years four and five of the new contract period.
- The new contract will incorporate language to establish stricter service delivery standards, including liquidated damages for agreed upon non-compliance, such as failure to collect waste, recycling or organics within 24 hours after notification.

Servicing Options

LRS presented two service options for the upcoming contract period regarding residential solid waste and recycling collection:

1. Maintain the existing three-day per week collection schedule (Monday – Wednesday)
2. Transition to a two-day per week collection schedule (Tuesday and Wednesday)

Transitioning to a two-day per week collection schedule allows LRS to optimize their fleet and is more financially favorable for the Village. In order to maintain a three-day per week collection schedule single-family households would incur an additional \$2.50 monthly charge. For the Village's 5,862 single-family homes, this would amount to an additional \$175,860 per year ($\$2.50 \times 5,862 \times 12$ months) totaling \$879,300 over the five-year contract. Due to the substantial annual cost difference, staff recommends accepting the two-day collection schedule and switching Monday collection to Wednesday.

Residential and Commercial Rate Analysis

The table below provides a detailed comparison of current contract rates with the proposed rates from LRS for 2026.

Current Contract vs. Proposed 2026 Rates								
Waste Collection	2021 Rate	2022 Rate	2023 Rate	2024 Rate	2025 Rate	Proposed 2026	Increase	% Increase
Single Family	\$ 17.45	\$ 18.06	\$ 18.69	\$ 19.34	\$ 20.02	\$ 25.45	\$ 5.43	27.12%
Multi Family	\$ 8.15	\$ 8.44	\$ 8.74	\$ 9.05	\$ 9.37	\$ 14.60	\$ 5.23	55.82%

- Single-Family Rate: Increases from \$20.02 to \$25.45 per month (\$5.43 or 27.12%).
 - Single-Family Rate Breakdown:
 - Solid Waste: \$11.75
 - Recycling: \$9.75
 - Compost: \$3.95
 - Customer Rate:
 - Residential customer rates are subsidized with property taxes and households are currently billed \$8.92 per month. A 27% increase to the current user rate would result in a bill payment of \$11.32 per month (or an increase of \$2.40).
- Multi-Family Rate: Increases from \$9.37 to \$14.60 per month (\$5.23 or 55.82%).

Memorandum

- A significant reason for the price increases is due to a more accurate cost for composting services. In 2020, Deerfield was a pioneer in offering year-round curbside composting and it was challenging for LRS to accurately price at the time. At the inception of the composting program, LRS was charging \$0.55 per home per month. This rate was notably below cost over the past five years. The new proposed rate of \$3.95 aligns more closely with actual composting costs and neighboring communities. Furthermore, the addition of curbside composting decreased yard waste sticker sales by tens of thousands of dollars. This lost revenue is an additional contributor to the higher rates.
- Additionally, a one-year rate freeze allows for future rate increases to be better absorbed by the end customer. The proposed contract has an effective annual rate of 2.1% over five-years, when considering a one-year rate freeze.

Recall, that to further incentivize businesses to recycle, the Village's commercial solid waste contract with LRS stipulates businesses can receive 4 cubic yards of recycling serviced once per week at no cost. Over 50 businesses are receiving free recycling service at this time, with many more paying for the service. The proposed rate increases would result in the total annual contract cost rising from \$1,463,944.68 to \$1,876,978.80, for a net increase of \$413,034.12 (+28.21%) for 2026.

Proposed 2026 Cost Increase						
Collection	2025 Rate	Proposed 2026	Units	2025 Total	2026 Total	Difference
Single Family	\$ 20.02	\$ 25.45	5,862	\$ 1,408,286.88	\$ 1,790,254.80	\$ 381,967.92
Multi Family	\$ 9.37	\$ 14.60	495	\$ 55,657.80	\$ 86,724.00	\$ 31,066.20
			Total	\$ 1,463,944.68	\$ 1,876,978.80	\$ 413,034.12

Despite the increase in proposed rates, Deerfield will continue to remain well below the rates of neighboring communities such as Northbrook and Highland Park. While Lincolnshire (-2%) and Wilmette (-6%) show marginally lower rates, these figures notably exclude a year-round curbside composting program. Incorporating the sale of yard waste stickers would result in a higher monthly rate for residents of Lincolnshire and Wilmette.

2026 Proposed Rate Comparison		
Municipality	Rate	% Difference
Northbrook	\$ 36.65	44%
Highland Park	\$ 30.31	19%
Deerfield	\$ 25.45	
Lincolnshire*	\$ 24.90	-2%
Wilmette*	\$ 24.03	-6%
*Compost Not Included (Stickers)		

Memorandum

Recommendation

Following extensive negotiations with LRS and a thorough evaluation of the proposed contract terms and market conditions, staff recommends extending the residential and commercial solid waste and recycling contracts with Lakeshore Recycling Systems (LRS) for five additional years. The proposed rates from LRS are competitive and favorable when analyzed relative to neighboring communities, ensuring cost-effectiveness for Deerfield. Moreover, staff believes that if the Village were to issue a Request for Proposals (RFP), the resulting rates would likely be higher due to current market dynamics. In addition, LRS is amenable to incorporating enhanced service delivery standards to mitigate against customer complaints. This includes transitioning the residential solid waste collection schedule from three days a week to two-days a week (Tuesday and Wednesday).

Additionally, LRS is the only hauler providing residents with curbside access to the Hefty Renew program allowing residents to divert 'hard to recycle' plastics from the landfill. LRS has also demonstrated their ability to meet the demands of the Village's year-round composting program. These have become vital programs to the Village and LRS has remained an adaptable partner helping the Village to advance its waste diversion goals.

Conclusion

Deerfield has a history of providing robust landfill diversion programs for the benefit of our residential and commercial customers and LRS has been a partner to the Village throughout that endeavor. Deerfield is just one of 10 communities in Lake County providing a commercial solid waste and recycling franchise, which began with LRS a decade ago. Deerfield is one of just five communities in Lake County providing a residential year-round curbside composting program, which began with LRS five years ago. LRS has demonstrated their ability to meet the changing needs of the Village's landfill diversion initiatives and as a result the Village has achieved a notable 31% landfill diversion rate.

Staff believes LRS has agreed to a competitive price renewal proposal to continue solid waste and recycling collection services for the Village's commercial and residential customers. Staff believes it is advantageous for the Village to enter into five-year contract extensions with LRS. A contract extension will also allow for operational efficiencies and continuity of services avoiding unnecessary interruptions to commercial and residential customers.

Staff will be present at the October 22, 2025 Committee of the Whole meeting to answer questions.

REQUEST FOR BOARD ACTION

Agenda Item: 26-22

Subject Ordinance authorizing the Issuance of General Obligation Bonds, Series 2026A and
Taxable General Obligation Bonds, Series 2026B, of the Village of Deerfield, Illinois

Final Approval
Action Requested: _____
Finance Department
Originated By: _____
Mayor and Board of Trustees
Referred To: _____

Summary of Background and Reason for Request

As discussed during the 2026 Budget meetings, the Village will need to issue approximately \$7.8 million of bonds to complete a two-year capital improvement plan. The final structure will be determined in cooperation with Speer Financial and Bond Counsel based on competitive bids taken on February 2, 2026. A draft ordinance is attached for reference. Blank amounts will be filled in with actual amounts for the February 2nd Board meeting.

Staff and the Village's Municipal Advisor, Speer Financial, have worked with Moody's to receive a bond rating. Moody's has assigned a Aaa rating to the new bonds and has affirmed the Aaa rating on the village's previously issued general obligation debt.

Finance Director Burk and Anthony Miceli from Speer Financial will be present at the February 2nd Board meeting to provide final bid details.

Reports and Documents Attached:

Draft Ordinance

Date Referred to Board: February 02, 2026

Action Taken: _____

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL
OBLIGATION BONDS, SERIES 2026A AND TAXABLE GENERAL
OBLIGATION BONDS, SERIES 2026B, OF THE VILLAGE OF DEERFIELD,
ILLINOIS

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF DEERFIELD, ILLINOIS, AS FOLLOWS:

Section 1. Authority, Purposes and Findings. This ordinance is adopted pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 for the purposes of: (A) financing a portion of the costs of capital improvement projects throughout the Village, including street rehabilitation and sidewalk replacement projects, various sewer, water, and wastewater treatment facility improvements, and various improvements to village owned-real estate and buildings (the “2026A Projects”); and (B) the acquisition of property located at 700 Deerfield Road, which is located within its Downtown TIF (the “2026B Projects”). The foregoing purposes are public purposes and are authorized to be made or undertaken by the Village of Deerfield, Illinois.

Section 2. Appropriations. The sum of \$_____ is appropriated to meet a portion of the costs of the 2026A Projects. The sum of \$_____ is appropriated to meet

a portion of the costs of the 2026B Projects. Such appropriations are inclusive of amounts to pay the costs of issuance of the bonds herein authorized.

Section 3. Authorization of Bonds. Pursuant to the home rule powers of the Village to incur debt payable from ad valorem property tax receipts and for the purpose of financing the appropriations provided for in Section 3 of this ordinance, unlimited tax general obligation bonds of the Village are authorized to be issued and sold in an aggregate principal amount of \$_____ (the “2026A Bonds”) and \$_____ (the “2026B Bonds”, together the “2026 Bonds”).

The 2026A Bonds shall be issued as a single series of bonds of the Village and shall be designated as the “General Obligation Bonds, Series 2026A.” The 2026B Bonds shall be issued as a single series of bonds of the Village and shall be designated as the “Taxable General Obligation Bonds, Series 2026B.”

Section 4. Terms of the Bonds. The 2026 Bonds shall be issuable in the denominations of \$5,000 or any integral multiple thereof and may bear such identifying numbers or letters as shall be useful to facilitate the registration, transfer and exchange of 2026 Bonds. Unless otherwise determined in the order to authenticate the 2026 Bonds, each 2026 Bond delivered upon the original issuance of the 2026 Bonds shall be dated as of February 18, 2026. Each 2026 Bond thereafter issued upon any transfer, exchange or replacement of 2026 Bonds shall be dated so that no gain or loss of interest shall result from such transfer, exchange or replacement.

The 2026A Bonds shall mature on December 1 in each year shown in the following table in the respective principal amount set forth opposite each such year and the 2026A

Bonds maturing in each such year shall bear interest at the respective rate per annum set forth opposite such year:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		
2044		
2045		

The 2026B Bonds shall mature on December 1 in each year shown in the following table in the respective principal amount set forth opposite each such year and the 2026B Bonds maturing in each such year shall bear interest at the respective rate per annum set forth opposite such year:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		
2044		
2045		

Each 2026 Bond shall bear interest from its date, computed on the basis of a 360 day year consisting of twelve 30 day months and payable in lawful money of the United States of America on December 1, 2026 and semiannually thereafter on each June 1 and December 1 at the rates per annum herein determined.

The principal of the 2026 Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof at the corporate trust office of U.S. Bank Trust Company, National Association, in the City of Chicago, Illinois, which is hereby appointed as bond registrar and paying agent for the 2026 Bonds. Interest on the 2026 Bonds shall be payable on each interest payment date to the registered owners of record thereof appearing on the registration books maintained by the Village for such purpose at the corporate trust office of the bond registrar, as of the close of business on the 15th day of the calendar month next preceding the applicable interest payment date. Interest on the 2026 Bonds shall be paid by check or draft mailed to such registered

owners at their addresses appearing on the registration books or by wire transfer pursuant to an agreement by and between the Village and the registered owner.

The 2026A Bonds maturing on or after December 1, 2036 shall be subject to redemption prior to maturity at the option of the Village and upon notice as herein provided, in such principal amounts and from such maturities as the Village shall determine and by lot within a single maturity, on December 1, 2035 and on any date thereafter, at a redemption price equal to the principal amount thereof to be redeemed.

The 2026B Bonds maturing on or after December 1, 2034 shall be subject to redemption prior to maturity at the option of the Village and upon notice as herein provided, in such principal amounts and from such maturities as the Village shall determine and by lot within a single maturity, on December 1, 2033 and on any date thereafter, at a redemption price equal to the principal amount thereof to be redeemed

In the event of the redemption of less than all the 2026 Bonds of like maturity, the aggregate principal amount thereof to be redeemed shall be \$5,000 or an integral multiple thereof and the bond registrar shall assign to each 2026 Bond of such maturity a distinctive number for each \$5,000 principal amount of such 2026 Bond and shall select by lot from the numbers so assigned as many numbers as, at \$5,000 for each number, shall equal the principal amount of such 2026 Bonds to be redeemed. The 2026 Bonds to be redeemed shall be the 2026 Bonds to which were assigned numbers so selected; provided that only so much of the principal amount of each 2026 Bond shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected.

Notice of the redemption of 2026 Bonds shall be mailed not less than 30 days nor more than 60 days prior to the date fixed for such redemption to the registered owners of

2026 Bonds to be redeemed at their last addresses appearing on said registration books. The 2026 Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for payment of the redemption price of all the 2026 Bonds or portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, and if notice of redemption shall have been mailed as aforesaid (and notwithstanding any defect therein or the lack of actual receipt thereof by any registered owner) then from and after the redemption date interest on such 2026 Bonds or portions thereof shall cease to accrue and become payable. If there shall be drawn for redemption less than all of a 2026 Bond, the Village shall execute and the bond registrar shall authenticate and deliver, upon the surrender of such 2026 Bond, without charge to the owner thereof, in exchange for the unredeemed balance of the 2026 Bond so surrendered, 2026 Bonds of like maturity and interest rate and of the denomination of \$5,000 or any integral multiple thereof.

The bond registrar shall not be required to transfer or exchange any 2026 Bond after notice of the redemption of all or a portion thereof has been mailed. The bond registrar shall not be required to transfer or exchange any 2026 Bond during a period of 15 days next preceding the mailing of a notice of redemption that could designate for redemption all or a portion of such 2026 Bond.

Section 5. Sale and Delivery. The 2026A Bonds are sold to _____, as purchaser, at a price of \$_____ and accrued interest from their date to the date of delivery and payment therefor. The 2026B Bonds are sold to _____, as purchaser, at a price of \$_____ and accrued interest from their date to the date of delivery and payment

therefor. The Official Statement prepared with respect to the 2026 Bonds is approved and “deemed final” as of its date for purposes of Securities and Exchange Commission Rule 15c2-12 promulgated under the Securities Exchange Act of 1934.

The Village President, Village Clerk and other officials of the Village are authorized and directed to do and perform, or cause to be done or performed for or on behalf of the Village each and every thing necessary for the issuance of the 2026 Bonds, including the proper execution and delivery of the 2026 Bonds and the Official Statement.

Section 6. Execution and Authentication. Each 2026 Bond shall be executed in the name of the Village by the manual or authorized facsimile signature of its Village President and the corporate seal of the Village, or a facsimile thereof, shall be thereunto affixed or otherwise reproduced thereon and attested by the manual or authorized facsimile signature of its Village Clerk.

In case any officer whose signature, or a facsimile of whose signature, shall appear on any 2026 Bond shall cease to hold such office before the issuance of the 2026 Bond, such 2026 Bond shall nevertheless be valid and sufficient for all purposes, the same as if the person whose signature, or a facsimile thereof, appears on such 2026 Bond had not ceased to hold such office. Any 2026 Bond may be signed, sealed or attested on behalf of the Village by any person who, on the date of such act, shall hold the proper office, notwithstanding that at the date of such 2026 Bond such person may not have held such office. No recourse shall be had for the payment of any 2026 Bonds against any officer who executes the 2026 Bonds.

Each 2026 Bond shall bear thereon a certificate of authentication executed manually by the bond registrar. No 2026 Bond shall be entitled to any right or benefit

under this ordinance or shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the bond registrar.

Section 7. Transfer, Exchange and Registry. The 2026 Bonds shall be negotiable, subject to the provisions for registration of transfer contained herein. Each 2026 Bond shall be transferable only upon the registration books maintained by the Village for that purpose at the corporate trust office of the bond registrar, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the bond registrar and duly executed by the registered owner or his duly authorized attorney. Upon the surrender for transfer of any such 2026 Bond, the Village shall execute and the bond registrar shall authenticate and deliver a new 2026 Bond or 2026 Bonds registered in the name of the transferee, of the same aggregate principal amount, maturity and interest rate as the surrendered 2026 Bond. 2026 Bonds, upon surrender thereof at the corporate trust office of the bond registrar, with a written instrument satisfactory to the bond registrar, duly executed by the registered owner or his attorney duly authorized in writing, may be exchanged for an equal aggregate principal amount of 2026 Bonds of the same maturity and interest rate and of the denominations of \$5,000 or any integral multiple thereof.

For every such exchange or registration of transfer of 2026 Bonds, the Village or the bond registrar may make a charge sufficient for the reimbursement of any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

No other charge shall be made for the privilege of making such transfer or exchange. The provisions of the Illinois Bond Replacement Act shall govern the replacement of lost, destroyed or defaced 2026 Bonds.

The Village and the bond registrar may deem and treat the person in whose name any 2026 Bond shall be registered upon the registration books as the absolute owner of such 2026 Bond, whether such 2026 Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of or interest thereon and for all other purposes whatsoever, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such 2026 Bond to the extent of the sum or sums so paid, and neither the Village nor the bond registrar shall be affected by any notice to the contrary.

Section 8. General Obligations. The full faith and credit of the Village are hereby irrevocably pledged to the punctual payment of the principal of and interest on the 2026 Bonds. The 2026 Bonds shall be direct and general obligations of the Village, and the Village shall be obligated to levy ad valorem taxes upon all the taxable property in the Village for the payment of the 2026 Bonds and the interest thereon, without limitation as to rate or amount.

Section 9. Form of Bonds. The 2026 Bonds shall be issued as fully registered bonds and shall be in substantially the following form, the blanks to be appropriately completed when the 2026 Bonds are printed:

No. _____

United States of America
State of Illinois
Counties of Cook and Lake

VILLAGE OF DEERFIELD
[TAXABLE] GENERAL OBLIGATION BOND,
SERIES 2026[A][B]

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>	<u>CUSIP</u>
. %	December 1, 20__	_____, 2026	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The VILLAGE OF DEERFIELD, a municipal corporation and a home rule unit of the State of Illinois situate in the Counties of Cook and Lake, acknowledges itself indebted and for value received hereby promises to pay to the registered owner of this bond, or registered assigns, the principal amount specified above on the maturity date specified above, and to pay interest on such principal amount from the date hereof at the interest rate per annum specified above, computed on the basis of a 360 day year consisting of twelve 30 day months and payable in lawful money of the United States of America on December 1, 2026 and semiannually thereafter on June 1 and December 1 in each year until the principal amount shall have been paid, to the registered owner of record hereof as of the 15th day of the calendar month next preceding such interest payment date, by wire transfer pursuant to an agreement by and between the Village and the registered owner, or otherwise by check or draft mailed to the registered owner at the address of such owner appearing on the registration books maintained by the Village for such purpose at the corporate trust office of U.S. Bank National Association, in the City of

Chicago, Illinois, as bond registrar or its successor (the "Bond Registrar"). This bond, as to principal when due, will be payable in lawful money of the United States of America upon presentation and surrender of this bond at the corporate trust office of the Bond Registrar. The full faith and credit of the Village are irrevocably pledged for the punctual payment of the principal of and interest on this bond according to its terms.

This bond is one of a series of bonds issued in the aggregate principal amount of \$_____, which are authorized and issued under and pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and under and in accordance with an ordinance adopted by the President and Board of Trustees of the Village on February 2, 2026 and entitled: "Ordinance Authorizing the Issuance of General Obligation Bonds, Series 2026A and Taxable General Obligation Bonds, Series 2026B, of the Village of Deerfield, Illinois."

The bonds of such series maturing on or after December 1, 20__ are subject to redemption prior to maturity at the option of the Village and upon notice as herein provided, in such principal amounts and from such maturities as the Village shall determine and by lot within a single maturity, on December 1, 20__ and on any date thereafter, at a redemption price equal to the principal amount thereof to be redeemed.

Notice of the redemption of bonds will be mailed not less than 30 days nor more than 60 days prior to the date fixed for such redemption to the registered owners of bonds to be redeemed at their last addresses appearing on such registration books. The bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for payment of the redemption price of all the bonds or portions thereof to be redeemed, together with interest to the redemption date, shall be available for such

payment on said date, and if notice of redemption shall have been mailed as aforesaid (and notwithstanding any defect therein or the lack of actual receipt thereof by any registered owner) then from and after the redemption date interest on such bonds or portions thereof shall cease to accrue and become payable.

This bond is transferable only upon such registration books by the registered owner hereof in person, or by his attorney duly authorized in writing, upon surrender hereof at the corporate trust office of the Bond Registrar together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or by his duly authorized attorney, and thereupon a new registered bond or bonds, in the authorized denominations of \$5,000 or any integral multiple thereof and of the same aggregate principal amount, maturity and interest rate as this bond shall be issued to the transferee in exchange therefor. In like manner, this bond may be exchanged for an equal aggregate principal amount of bonds of the same maturity and interest rate and of any of such authorized denominations. The Village or the Bond Registrar may make a charge sufficient for the reimbursement of any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange of this bond. No other charge shall be made for the privilege of making such transfer or exchange. The Village and the Bond Registrar may treat and consider the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal and interest due hereon and for all other purposes whatsoever.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the Bond Registrar.

It is hereby certified, recited and declared that all acts, conditions and things required to be done, exist and be performed precedent to and in the issuance of this bond in order to make it a legal, valid and binding obligation of the Village have been done, exist and have been performed in regular and due time, form and manner as required by law, and that the series of bonds of which this bond is one, together with all other indebtedness of the Village, is within every debt or other limit prescribed by law.

IN WITNESS WHEREOF, the Village of Deerfield has caused this bond to be executed in its name and on its behalf by the manual or facsimile signature of its Village President, and its corporate seal, or a facsimile thereof, to be hereunto affixed or otherwise reproduced hereon and attested by the manual or facsimile signature of its Village Clerk.

Dated: _____, 2026

CERTIFICATE OF AUTHENTICATION

This bond is one of the [Taxable] General Obligation Bonds, Series 2026[A]/[B], described in the within mentioned Ordinance.

U.S. Bank National Association, as Bond Registrar

By _____
Authorized Signer

VILLAGE OF DEERFIELD

Village President

Attest:

Village Clerk

ASSIGNMENT

For value received the undersigned sells, assigns and transfers unto _____

the within bond and hereby irrevocably constitutes and appoints _____

attorney to transfer the said bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated _____

Signature Guarantee:

Section 10. Levy and Extension of Taxes. For the purpose of providing the money required to pay the interest on the 2026A Bonds when and as the same falls due and to pay and discharge the principal thereof as the same shall mature, there is hereby levied upon all the taxable property in the Village, in each year while any of the 2026A Bonds shall be outstanding, a direct annual tax sufficient for that purpose in addition to all other taxes, as follows:

<u>Tax Levy Year</u>	<u>2026A Bonds</u>
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040	
2041	
2042	
2043	
2044	

Interest or principal coming due at any time when there shall be insufficient funds on hand to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the taxes herein levied; and when said taxes shall have been collected, reimbursement shall be made to the said funds in the amounts thus advanced.

As soon as this ordinance becomes effective, a copy thereof certified by the Village Clerk, which certificate shall recite that this ordinance has been duly adopted, shall be filed with the County Clerk of Cook County, Illinois and the County Clerk of Lake County, Illinois, who are each hereby directed to ascertain the rate per cent required to produce the aggregate tax hereinbefore provided to be levied in the years [2026 to 2044] inclusive for the 2026A Bonds and to extend the same for collection on the tax books in connection with other taxes levied in said years, in and by the Village for general corporate purposes of the Village, and in said years such annual tax shall be levied and collected in like manner as taxes for general corporate purposes for said years are levied and collected and, when collected, such taxes shall be used for the purpose of paying the principal of and interest on the 2026A Bonds herein authorized as the same become due and payable.

For the purpose of providing the money required to pay the interest on the 2026B Bonds when and as the same falls due and to pay and discharge the principal thereof as the same shall mature, there is hereby levied upon all the taxable property in the Village, in each year while any of the 2026B Bonds shall be outstanding, a direct annual tax sufficient for that purpose in addition to all other taxes, as follows:

<u>Tax Levy Year</u>	<u>2026B Bonds</u>
2026	
2027	
2028	
2029	
2030	
2031	
2032	

2033
2034
2035
2036
2037
2038
2039
2040
2041
2042
2043
2044

Interest or principal coming due at any time when there shall be insufficient funds on hand to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the taxes herein levied; and when said taxes shall have been collected, reimbursement shall be made to the said funds in the amounts thus advanced.

As soon as this ordinance becomes effective, a copy thereof certified by the Village Clerk, which certificate shall recite that this ordinance has been duly adopted, shall be filed with the County Clerk of Cook County, Illinois and the County Clerk of Lake County, Illinois, who are each hereby directed to ascertain the rate per cent required to produce the aggregate tax hereinbefore provided to be levied in the years in the years [2028 to 2044] inclusive for the 2026B Bonds and to extend the same for collection on the tax books in connection with other taxes levied in said years, in and by the Village for general corporate purposes of the Village, and in said years such annual tax shall be levied and collected in like manner as taxes for general corporate purposes for said years are levied and collected and, when collected, such taxes shall be used for the purpose of paying the principal of and interest on the 2026B Bonds herein authorized as the same become due and payable.

Section 11. Application of Proceeds. The proceeds of sale of the 2026 Bonds (exclusive of accrued interest) shall be applied as follows:

1. To the 2026A Capital Improvement Fund established by this ordinance, the amount of such proceeds of sale remaining after making foregoing payment.

2. To the 2026B Capital Improvement Fund established by this ordinance, the amount of such proceeds of sale remaining after making foregoing payment.

Section 12. Debt Service Fund. Moneys derived from taxes herein levied (the “Tax Receipts”) are appropriated and set aside for the purpose of paying principal of and interest on the 2026A Bonds when and as the same come due. All of such Tax Receipts, and all other moneys to be used for the payment of the principal of and interest on the 2026A Bonds, shall be deposited in the “2026A Debt Service Fund”, which is hereby established as a special fund of the Village and shall be administered as a bona fide debt service fund under the Internal Revenue Code of 1986. On the date of issuance of the 2026A Bonds, the Village shall deposit into the 2026A Debt Service Fund an amount sufficient to pay the interest on the 2026A Bonds due on December 1, 2026.

The Tax Receipts and all other moneys deposited or to be deposited into the 2026A Debt Service Fund, are pledged as security for the payment of the principal of and interest on the 2026A Bonds. The pledge is made pursuant to Section 13 of the Local Government Debt Reform Act and shall be valid and binding from the date of issuance of the 2026A Bonds. All such Tax Receipts and the moneys held in the 2026A Debt Service Fund shall immediately be subject to the lien of such pledge without any physical delivery

or further act and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Village irrespective of whether such parties have notice thereof.

Tax Receipts are appropriated and set aside for the purpose of paying principal of and interest on the 2026B Bonds when and as the same come due. All of such Tax Receipts, and all other moneys to be used for the payment of the principal of and interest on the 2026B Bonds, shall be deposited in the “2026B Debt Service Fund”, which is hereby established as a special fund of the Village and shall be administered as a bona fide debt service fund under the Internal Revenue Code of 1986. On the date of issuance of the 2026B Bonds, the Village shall deposit into the 2026B Debt Service Fund an amount sufficient to pay the interest on the 2026B Bonds due on December 1, 2026.

The Tax Receipts and all other moneys deposited or to be deposited into the 2026B Debt Service Fund, are pledged as security for the payment of the principal of and interest on the 2026B Bonds. The pledge is made pursuant to Section 13 of the Local Government Debt Reform Act and shall be valid and binding from the date of issuance of the 2026B Bonds. All such Tax Receipts and the moneys held in the 2026B Debt Service Fund shall immediately be subject to the lien of such pledge without any physical delivery or further act and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Village irrespective of whether such parties have notice thereof.

Section 13. Capital Improvement Fund. The “2026A Capital Improvement Fund” is hereby established as a special fund of the Village. Moneys in the 2026A Capital Improvement Fund shall be used for the payment of costs of the 2026A Projects and for

the payment of costs of issuance of the 2026A Bonds, but may hereafter be reappropriated and used for other purposes if such reappropriation is permitted under Illinois law and will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the 2026 Bonds.

The “2026B Capital Improvement Fund” is hereby established as a special fund of the Village. Moneys in the 2026B Capital Improvement Fund shall be used for the payment of costs of the 2026B Projects and for the payment of costs of issuance of the 2026B Bonds, but may hereafter be reappropriated and used for other purposes if such reappropriation is permitted under Illinois law.

Section 14. Investment Regulations. No investment shall be made of any moneys in the 2026A Debt Service Fund, or the 2026A Capital Improvement Fund except in accordance with the tax covenants set forth in Section 15 of this ordinance. All income derived from such investments in respect of moneys or securities in any Fund shall be credited in each case to the Fund in which such moneys or securities are held.

Any moneys in any Fund that are subject to investment yield restrictions may be invested in United States Treasury Securities, State and Local Government Series, pursuant to the regulations of the United States Treasury Department, Bureau of the Fiscal Service, or in any tax-exempt bond that is not an “investment property” within the meaning of Section 148(b)(2) of the Internal Revenue Code of 1986. The Director of Finance and agents designated by him are hereby authorized to submit, on behalf of the Village, subscriptions for such United States Treasury Securities and to request redemption of such United States Treasury Securities.

Section 15. Tax Covenants. The Village shall not take, or omit to take, any action lawful and within its power to take, which action or omission would cause interest on any 2026A Bond to become subject to federal income taxes in addition to federal income taxes to which interest on such 2026A Bond is subject on the date of original issuance thereof.

The Village shall not permit any of the proceeds of the 2026A Bonds, or any facilities financed with such proceeds, to be used in any manner that would cause any bond to constitute a “private activity bond” within the meaning of Section 141 of the Internal Revenue Code of 1986.

The Village shall not permit any of the proceeds of the 2026A Bonds or other moneys to be invested in any manner that would cause any bond to constitute an “arbitrage bond” within the meaning of Section 148 of the Internal Revenue Code of 1986 or a “hedge bond” within the meaning of Section 149(g) of the Internal Revenue Code of 1986.

The Village shall comply with the provisions of Section 148(f) of the Internal Revenue Code of 1986 relating to the rebate of certain investment earnings at periodic intervals to the United States of America in relation to the 2026A Bonds.

Section 16. Bank Qualified Designation. The Village hereby designates the 2026A Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986. The Village represents that the reasonably anticipated amount of tax-exempt obligations that are required to be taken into account for the purpose of Section 265(b)(3)(C) of the Code and will be issued by or on behalf of the Village and all subordinate entities of the Village during 2026 does not exceed

\$10,000,000. The Village covenants that it will not designate and issue more than \$10,000,000 aggregate principal amount of tax-exempt obligations in the year in which the 2026 Bonds are issued. For purposes of the two preceding sentences, the term “tax-exempt obligations” includes “qualified 501(c)(3) bonds” (as defined in Section 145 of the Internal Revenue Code of 1986) but does not include other “private activity bonds” (as defined in Section 141 of the Internal Revenue Code of 1986).

Section 17. Continuing Disclosure. For the benefit of the beneficial owners of the 2026 Bonds, the Village covenants and agrees to provide to the Municipal Securities Rulemaking Board (the “MSRB”) for disclosure on the Electronic Municipal Market Access (“EMMA”) system, in an electronic format as prescribed by the MSRB, (i) an annual report containing certain financial information and operating data relating to the Village and (ii) timely notices of the occurrence of certain enumerated events. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

The annual report shall be provided to the MSRB for disclosure on EMMA within 210 days after the close of the Village’s fiscal year. The information to be contained in the annual report shall consist of the annual audited financial statement of the Village and such additional information as noted in the Official Statement under the caption “Continuing Disclosure.” Each annual audited financial statement will conform to generally accepted accounting principles applicable to governmental units and will be prepared in accordance with standards of the Governmental Accounting Standards Board. If the audited financial statement is not available, then an unaudited financial

statement shall be included in the annual report and the audited financial statement shall be provided promptly after it becomes available.

The Village, in a timely manner not in excess of ten business days after the occurrence of the event, shall provide notice to the MSRB for disclosure on EMMA of any failure of the Village to provide any such annual report within the 210 day period and of the occurrence of any of the following events with respect to the 2026 Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the 2026 Bonds, or other events affecting the tax-exempt status of the 2026 Bonds; (7) modifications to rights of bondholders, if material; (8) bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution or sale of property securing repayment of the 2026 Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the Village; (13) the consummation of a merger, consolidation, or acquisition involving the Village or the sale of all or substantially all of the assets of the Village, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee,

if material; (15) incurrence of a financial obligation of the Village, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Village, any of which affect bondholders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Village, any of which reflect financial difficulties. For the purposes of the event identified in clause (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Village in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Village, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan or reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Village.

As used in clauses (15) and (16), the term financial obligation means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Securities and Exchange Commission Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (the "Rule").

It is found and determined that the Village has agreed to the undertakings contained in this Section in order to assist participating underwriters of the 2026 Bonds and brokers, dealers and municipal securities dealers in complying with paragraph (b)(5) of the Rule. The chief financial officer of the Village is authorized and directed to do and perform, or cause to be done or performed, for or on behalf of the Village, each and every thing necessary to accomplish the undertakings of the Village contained in this Section for so long as paragraph (b)(5) of the Rule is applicable to the 2026 Bonds and the Village remains an “obligated person” under the Rule with respect to the 2026 Bonds.

The undertakings contained in this Section may be amended by the Village upon a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the obligated person, or type of business conducted, provided that (a) the undertaking, as amended, would have complied with the requirements of paragraph (b)(5) of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances and (b) in the opinion of nationally recognized bond counsel selected by the Village, the amendment does not materially impair the interests of the beneficial owners of the 2026 Bonds.

Section 18. Bond Registrar. The Village covenants that it shall at all times retain a bond registrar with respect to the 2026 Bonds, that it will maintain at the designated office of such bond registrar a place where 2026 Bonds may be presented for payment and registration of transfer or exchange and that it shall require that the bond registrar maintain proper registration books and perform the other duties and obligations imposed

upon the bond registrar by this ordinance in a manner consistent with the standards, customs and practices of the municipal securities business.

The bond registrar shall signify its acceptance of the duties and obligations imposed upon it by this ordinance by executing the certificate of authentication on any 2026 Bond, and by such execution the bond registrar shall be deemed to have certified to the Village that it has all requisite power to accept, and has accepted such duties and obligations not only with respect to the 2026 Bond so authenticated but with respect to all the 2026 Bonds. The bond registrar is the agent of the Village and shall not be liable in connection with the performance of its duties except for its own negligence or default. The bond registrar shall, however, be responsible for any representation in its certificate of authentication on the 2026 Bonds.

The Village may remove the bond registrar at any time. In case at any time the bond registrar shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the bond registrar, or of its property, shall be appointed, or if any public officer shall take charge or control of the bond registrar or of its property or affairs, the Village covenants and agrees that it will thereupon appoint a successor bond registrar. The Village shall mail notice of any such appointment made by it to each registered owner of 2026 Bonds within twenty days after such appointment.

Section 19. Book-Entry System. In order to provide for the initial issuance of the 2026 Bonds in a form that provides for a system of book-entry only transfers, the ownership of one fully registered 2026 Bond for each maturity, in the aggregate principal amount of such maturity, shall be registered in the name of Cede & Co., as a nominee of

The Depository Trust Company, as securities depository for the 2026 Bonds. The Finance Director is authorized to execute and deliver on behalf of the Village such letters to, or agreements with, the securities depository as shall be necessary to effectuate such book-entry system.

In case at any time the securities depository shall resign or shall become incapable of acting, then the Village shall appoint a successor securities depository to provide a system of book-entry only transfers for the 2026 Bonds, by written notice to the predecessor securities depository directing it to notify its participants (those persons for whom the securities depository holds securities) of the appointment of a successor securities depository.

If the system of book-entry only transfers for the 2026 Bonds is discontinued, then the Village shall issue and the bond registrar shall authenticate, register and deliver to the beneficial owners of the 2026 Bonds, bond certificates in replacement of such beneficial owners' beneficial interests in the 2026 Bonds, all as shown in the records maintained by the securities depository.

Section 20. Defeasance and Payment of Bonds. (A) If the Village shall pay or cause to be paid to the registered owners of the 2026 Bonds, the principal and interest due or to become due thereon, at the times and in the manner stipulated therein and in this ordinance, then the pledge of taxes, securities and funds hereby pledged and the covenants, agreements and other obligations of the Village to the registered owners and the beneficial owners of the 2026 Bonds shall be discharged and satisfied.

(B) Any 2026 Bonds or interest installments appertaining thereto, whether at or prior to the maturity or the redemption date of such 2026 Bonds, shall be deemed to have

been paid within the meaning of paragraph (A) of this Section if (1) in case any such 2026 Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such 2026 Bonds for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, and (2) there shall have been deposited in trust with a bank, trust company or national banking association acting as fiduciary for such purpose either (i) moneys in an amount which shall be sufficient, or (ii) "Federal Obligations" as defined in paragraph (C) of this Section, the principal of and the interest on which when due will provide moneys which, together with any moneys on deposit with such fiduciary at the same time for such purpose, shall be sufficient, to pay when due the principal and interest due and to become due on said 2026 Bonds on and prior to the applicable redemption date or maturity date thereof.

(C) As used in this Section, the term "Federal Obligations" means (i) non-callable, direct obligations of the United States of America, (ii) non-callable and non-prepayable, direct obligations of any agency of the United States of America, which are unconditionally guaranteed by the United States of America as to full and timely payment of principal and interest, or (iii) non-callable, non-prepayable coupons or interest installments from the securities described in clause (i) or clause (ii) of this paragraph, which are stripped pursuant to programs of the Department of the Treasury of the United States of America.

Section 21. Ordinance to Constitute a Contract. The provisions of this ordinance shall constitute a contract between the Village and the registered owners of the 2026 Bonds. Any pledge made in this ordinance and the provisions, covenants and

agreements herein set forth to be performed by or on behalf of the Village shall be for the equal benefit, protection and security of the owners of any and all of the 2026 Bonds. All of the 2026 Bonds, regardless of the time or times of their issuance, shall be of equal rank without preference, priority or distinction of any of the 2026 Bonds over any other thereof except as expressly provided in or pursuant to this ordinance. This ordinance shall constitute full authority for the issuance of the 2026 Bonds and to the extent that the provisions of this ordinance conflict with the provisions of any other ordinance or resolution of the Village, the provisions of this ordinance shall control. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

In this ordinance, reference to an officer of the Village includes any person holding that office on an interim basis and any person delegated the authority to act on behalf of such officer.

Section 22. Publication. The Village Clerk is hereby authorized and directed to publish this ordinance in pamphlet form and to file copies thereof for public inspection in his office.

Section 23. Effective Date. This ordinance shall become effective upon its passage, approval and publication in pamphlet form.

Passed and adopted this 2nd day of February, 2026, by roll call vote as follows:

Ayes:

List Names

Nays:

Approved: February 2, 2026

Village President

Published in pamphlet form: February 3, 2026

(SEAL)

Attest:

Village Clerk

CERTIFICATE

I, Kent S. Street, Village Clerk of the Village of Deerfield, Illinois, hereby certify that the foregoing ordinance entitled: "Ordinance Authorizing the Issuance of General Obligation Bonds, Series 2026A and Taxable General Obligation Bonds, Series 2026B, of the Village of Deerfield, Illinois," is a true copy of an original ordinance that was duly passed and adopted by the recorded affirmative votes of a majority of the members of the President and Board of Trustees of the Village at a meeting thereof that was duly called and held at 7:30 p.m. on February 2, 2026, at the Village Hall, 850 Waukegan Road, and at which a quorum was present and acting throughout, and that said copy has been compared by me with the original ordinance signed by the Village President on February 2, 2026, and thereafter published in pamphlet form on February 3, 2026 and recorded in the Ordinance Book of the Village and that it is a correct transcript thereof and of the whole of said ordinance, and that said ordinance has not been altered, amended, repealed or revoked, but is in full force and effect.

I further certify that the agenda for said meeting included the ordinance as a matter to be considered at the meeting and that said agenda was posted at least 48 hours in advance of the holding of the meeting in the manner required by the Open Meetings Act, 5 Illinois Compiled Statutes 120, and was continuously available for public review during the 48 hour period preceding the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village, this _____ day of _____, 2026.

(SEAL)

Village Clerk

REQUEST FOR BOARD ACTION

Agenda Item: 26-23

Subject: Resolution Approving an Agreement with Mad Bomber Fireworks Production for Family Days Fireworks

Action Requested: Adopt Resolution

Originated By: Family Days Commission

Referred To: Mayor and Board of Trustees

Summary of Background and Reason for Request

The Village of Deerfield annually hosts a fireworks display as part of the July 3rd and 4th Family Days festivities. For more than 30 years, the Village has contracted with Mad Bomber Fireworks Productions to produce this event, and staff remains confident in the firm's experience, safety record, and consistent delivery of high-quality displays. This long-standing coordination between the Village of Deerfield, the Deerfield-Bannockburn Fire Protection District, and Mad bomber Fireworks has resulted in efficient planning, strong interagency communication, and a proven operational framework that supports a safe and successful community event.

Funding for the standard fireworks display is included in the approved 2026 Family Days budget in the amount of \$40,000. In addition, 2026 marks the 250th anniversary of the United States of America, a once-in-a-lifetime national milestone. To appropriately commemorate this historic occasion, staff recommends a one-time enhancement to the fireworks display consisting of a special patriotic opening and enhanced finale, at an additional cost of \$15,000, bringing the total 2026 fireworks expenditure to \$55,000. Accordingly, staff recommends that the Mayor and Board of Trustees approve the Resolution awarding the Family Days fireworks contract to Mad Bomber Fireworks Productions in an amount not to exceed \$55,000. Micheal Brumm, Public Works Analyst, will be at the meeting to answer questions.

Reports and Documents Attached:

Resolution
Fireworks Contract (Agreement)

Date Referred to Board: February 2, 2026

Action Taken: _____

VILLAGE OF DEERFIELD

RESOLUTION NO. 2026- _____

A RESOLUTION APPROVING AN AGREEMENT WITH MAD BOMBER
FIREWORKS PRODUCTION OF ELGIN, ILLINOIS FOR
FAMILY DAYS FIREWORKS SHOW

WHEREAS, the Village of Deerfield ("**Village**") is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village desires to enter into an agreement to provide services for Family Days Fireworks show ("**Services**"); and

WHEREAS, Mad Bomber Fireworks Production, of Elgin, Illinois ("**Consultant**") has provided the Village satisfactory Services in the past; and

WHEREAS, the village received a proposal from Mad Bomber Fireworks Production, of Elgin, Illinois ("**Consultant**") to provide the services; and

WHEREAS, the Village and Consultant desire to enter into an agreement for the provision of the Services by Consultant ("**Agreement**"); and

WHEREAS, the Mayor and Board of Trustees have determined that waiving competitive bidding and entering into the Agreement with Consultant will serve and be in the best interest of the Village and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, as follows:

SECTION 1: RECITALS. The Village Board hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to its home rule authority, the Village Board hereby waives the advertising and bidding requirements for the approval of the Services.

SECTION 3: APPROVAL OF AGREEMENT. Pursuant to the Village's home rule authority, the Agreement by and between the Village and Consultant is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form and substance acceptable to the Village Manager and the Village Attorney.

SECTION 4: AUTHORIZATION TO EXECUTE AGREEMENT. The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the final Agreement upon receipt by the Village Clerk of at least one original copy of the final Agreement executed by Consultant; provided, however, that if the executed copy of the final Agreement is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the Mayor and Board of Trustees, be null and void.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval by two-thirds of the Village Board according to law.

AYES:

NAYS:

ABSTAIN:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO:

Daniel C. Shapiro, Mayor

ATTEST:

Kent S. Street, Village Clerk

EXHIBIT A
AGREEMENT

MAD BOMBER

FIREWORKSPRODUCTIONS

3999 E HUPP RD R-3-1 LAPORTE, IN 46350

PHONE (219) 393-5051

Toll Free (877) MAD-BOMB

FAX (219) 393-3177

VILLAGE OF DEERFIELD PROPOSAL JULY 3, 2026

MAD BOMBER FIREWORKS PRODUCTIONS IS PLEASED TO PRESENT FOR YOUR CONSIDERATION THIS EXCEPTIONAL PROPOSAL FOR A SPECTACULAR FIREWORKS SHOW TO BE PRESENTED FOR INDEPENDENCE DAY.

FIREWORKS SHOW	\$40,000.00
PROFESSIONAL PRESENTATION	INCLUDED
\$10,000,000 LIABILITY INSURANCE	INCLUDED
POST DISPLAY CLEANUP	INCLUDED
EARNEST MONEY DEPOSIT	<u>\$WAIVED</u>
BALANCE DUE AFTER PRESENTATION	\$40,000.00

Mad Bomber Fireworks will also supply the following:

1. We will secure all permits. Buyer will cover cost of permit.
2. CDL driver with a Hazmat endorsement.
3. Registered with the USDOT to haul hazmat. (mandatory by Federal Law)
4. Carry \$5,000,000.00 auto insurance to haul hazmat. (mandatory by Federal Law)
5. Haul hazmat material in a properly placarded vehicle.

Randall McCasland

Randy McCasland, Director of Operations

MAD BOMBER

FIREWORKS PRODUCTIONS

AGREEMENT

This contract entered into this 23rd day of January, 2026 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter referred to as Seller, and

Village of Deerfield
Herein after referred to as Buyer, of Deerfield State Illinois

Witness: Seller agrees to provide and Buyer agrees to purchase a Fireworks Display in accordance with the program agreed upon. Buyer will pay Seller a sum of \$40,000.00 for Display. Upon acceptance of this agreement Buyer will pay Seller a sum of Waived as an Earnest Money Deposit with the Balance due and payable within 30 days after the display date agreed upon. A late charge of 1 ½% per month will be assessed on accounts not paid within thirty days of display date. Buyer agrees to pay any and all collection costs, including reasonable attorney's fees and court cost incurred by Seller in the collection or attempted collection of any amount due under this agreement and invoice.

Both Seller and Buyer mutually agree to the following terms, conditions, and stipulations:

1. Seller will present said Fireworks Display on the evening of the 3rd Day of July, 2026, it being understood that should there be inclement weather the day of the display the Seller and Buyer will consult to cancel display. An alternate display date will be given within six months of the original display date agreeable to both the Seller and Buyer.
2. Should the display be cancelled for any reason other than inclement weather there will be a 15% fee of the agreement price to reschedule the display within six months of original display date. If Buyer chooses to not reschedule a alternate display date within six months of original date, there will be a 50% fee of agreement price for cancellation of display.
3. Buyer will provide a sufficient area for the Display, including a minimum spectator set back of 280 feet at all points from the discharge area. Buyer will provide protection of the display by roping-off or other suitable means. Buyer will provide adequate police protection to prevent spectators from entering display area. Buyer agrees to search the fallout area at first light following a night display.
4. Seller reserves the right to terminate the Display in the event that persons enter the secured Danger Zone and Security is unable to secure the Danger Zone.
5. Seller agrees to provide Qualified Technicians to take charge of and present said Display.
6. Seller agrees to provide Liability Insurance in the amount of \$10,000,000.00 for the benefit of both the Buyer and Seller. All individual entities listed on the Certificate of Insurance will be deemed an additional insured per this contract.
7. Mad Bomber Fireworks Productions retains the right to substitute product of equal or greater value in the event of shortages or unavailability of any particular item on the proposal.
8. Seller and Buyer agree to included Attachments, if any. See Attachments: none

Both Seller and Buyer hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

Mad Bomber Fireworks Productions

BUYER

By _____
Randy McCasland

By _____
(Its duly authorized agent, who represents that he/she has full authority to Bind the Buyer.)

Date _____

Date _____

Print Name _____

Address _____



STATE OF ILLINOIS
OFFICE OF THE STATE FIRE MARSHAL
DIVISION OF FIRE PREVENTION

1035 Stevenson Drive • Springfield, IL 62703-4259



Pyrotechnic Distributor License

PLANET PRODUCTIONS/MAD BOMBER FIREWORKS
3999 E HUPP RD BLDG R-3-1
LA PORTE, IN 46350

IL06-OPF-00029

License #

James A Rivera
STATE FIRE MARSHAL

05/15/2027

EXPIRATION DATE

OPF

CLASSIFICATION

This license may be revoked by
the Office of the State Fire Marshal
for failure to comply with the lawful
rules regulating this program.

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF ATF - Chief, FELC
Correspondence To 244 Needy Road
 Martinsburg, WV 25405-9431

License/Permit
Number

4-IN-091-51-6L-00872

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

November 1, 2026

Name

PLANET PROD/MAD BOMB F/WKS/NIGHT MAG DISP/SKY MAJ

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**3999 E HUPP RD MIDWEST WAREHOUSING BLDG R-3-1
LA PORTE, IN 46350-**

Type of License or Permit

51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

specimen

Licensee/Permittee Responsible Person Signature

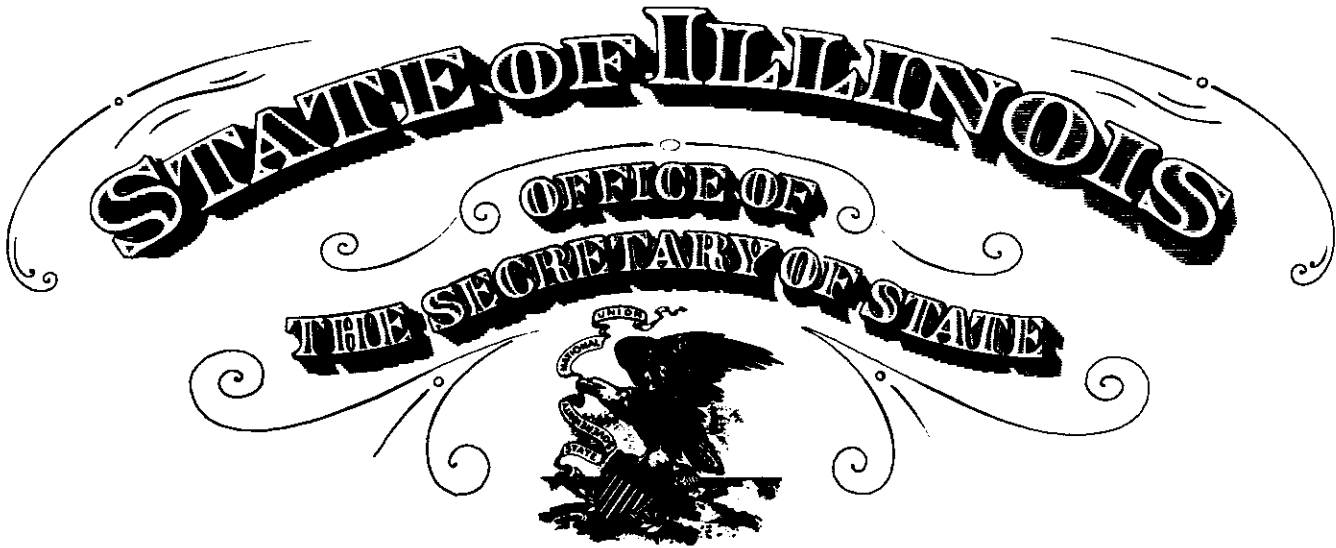
Position/Title

Printed Name

Date

Mailing Address (Changes? Notify the FELC of any changes.)

MIAND INC
PLANET PROD/MAD BOMB F/WKS/NIGHT MAG
DISP/SKY MAJ
3999 E HUPP RD MIDWEST WAREHOUSING BLDG
R-3-1
LA PORTE, IN 46350-



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulis, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

MIAND, INC., INCORPORATED IN INDIANA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JANUARY 31, 2018, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 4TH day of FEBRUARY A.D. 2025 .



**Illinois
Department of
Natural Resources**

Office of Mines and Minerals

Oper #: 2166

PLANET PRODUCTIONS

3999 E. HUPP ROAD

BUILDING R-3-1

LA PORTE, IN 46350

HAS PAID THE REQUIRED FEE AND IS HEREBY ISSUED A

STORAGE CERTIFICATE

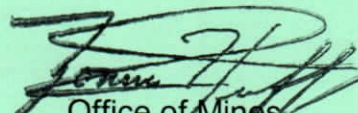
Not exceeding 10,000 pounds/count of explosives

Under the "Illinois Explosives Act"
Approved January 1, 2011

Effective Date: 3/1/2025

Certificate No.: 8856

Expires: Last day of February, 2026



Office of Mines
and Minerals

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION**



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2025-2028**

Registrant: MIAND INC DBA PLANET PRODUCTIONS

ATTN: Kelley Hatfield
3999 E. HUPP BLDG R31
LA PORTE , IN 46350

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 051325550111HJ Effective: July 1, 2025 Expires: June 30, 2028

HM Company ID: 38154

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.



U.S. Department
of Transportation

**Federal Motor
Carrier Safety
Administration**

1200 New Jersey Ave., S.E.

Washington, DC 20590

May 15, 2025

In reply refer to:
USDOT Number: 777176

ANDREW JAMES
PRESIDENT
MIAND INC
PLANET PRODUCTIONS
3999 HUPP ROAD BLDG R-3-1
LA PORTE, IN 46350

HAZARDOUS MATERIALS SAFETY PERMIT
HM Safety Permit ID: US-777176-IN-HMSP
Effective Date: May 15, 2025

Dear ANDREW JAMES:

The Hazardous Materials Safety Permit (HMSP) is verification of the motor carrier's permission to engage in the transportation of hazardous materials listed in 49 CFR 385.403 by motor vehicle in interstate, intrastate, or foreign commerce.

This HMSP will be effective beginning May 15, 2025 and remain effective through June 30, 2027 if your company maintains compliance with the requirements pertaining to the safe and secure movement of hazardous materials for the protection of the public (49 CFR 385 and other applicable Federal Motor Carrier Safety Regulations and Hazardous Material Regulations). Failure to maintain compliance will constitute sufficient grounds for suspension or revocation of this authority.

Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a Department of Transportation safety fitness rating less than "Satisfactory" or by other indicators, could result in a proceeding requiring the holder of this permit to show cause as to why this authority should not be suspended or revoked.

For questions regarding this document you may contact the FMCSA Hazardous Materials Division by email at fmcsa.hmsp@dot.gov or by phone at (202) 385-2400 or by fax at (202) 366-3621.

Sincerely,

Paul Bomgardner
Chief, Hazardous Material Division

ON SITE SAFETY INSTRUCTIONS

Rules must be adhered to on each and every site.

EMERGENCY CONTACT INFORMATION:

MAIN OFFICE- 219-393-5051

CHEMTEL: 800-255-3924 CONTRACT#MIS0005800

All PERSONS on site MUST be at least 18 years or older. NO EXCEPTIONS.

Once a show is delivered to a site.. it shall NEVER be left unattended. Site security should be properly maintained at all times.

EMERGENCY ACTION PLAN: Upon arriving on the display site, the Operator is to devise an EAP- Emergency Action Plan for the display. Prior to setting up any equipment, the Operator is to communicate the plan to all other workers. Each display will have its own site-specific plan due to locale and geographic features. The EAP must include the following:

- . Emergency escape routes away from the display fireworks
- . A safe location away from the fireworks to account for all workers
- . A plan to notify emergency personnel and whom will direct them to the site.
- . Instruct all workers on the location of emergency response information and MSDS

right to know information.

This plan may be given verbally, and Operator shall confirm each worker understands.

FIRE AND EXPLOSION HAZARD DATA

Do not attempt to fight fire in vicinity of Special Fireworks – Evacuate Areas. Evacuate fire area immediately and seek shelter. Follow established emergency action plan. Fireworks may mass explode in a fire situation.

NO SMOKING OR OPEN FLAME- smoking, open flame, smoking materials (ie. lighters, matches) are forbidden in the loading or un-loading and display areas. No smoking signs may be posted in a conspicuous area upon set up of site. A minimum of 25' in all directions, from the perimeter surrounding the site is to be maintained as non-smoking.

LOADING AND UNLOADING:

- .Vehicle engine must not be running, and hand brake must be set.
- .No smoking, open flame or source of static discharge shall be allowed, ie. cell phones, pagers, lighters, etc.
- .Boxes must **NEVER** be thrown, slid or dropped. Be especially careful when boxes contain fireworks with igniters attached.
- . Never use bale hooks or other metal tools to load or unload boxes of explosives.

SAFETY EQUIPMENT AND CLOTHING: Non-synthetic clothing must always be worn. This prevents the possibility of static build-up and discharge, as well as the possibility of material 'melting' on to the skin in the event of hot fall-out or fire. After set-up of site, pants must be worn, no shorts. Eye protection, ear protection and closed toe shoes are required. Hats or head coverings should be used to protect the head, but must not impede your vision, or 'contain' the force of a blast in the event of spontaneous explosion.

ASSURE PROPER INSTALLATION AND SET UP OF SITE:

All mortar boxes, racks and drums shall be properly installed on each show.

Maintaining a safe Display Site is top priority. These reminders, along with your training, should assist you in performing a safe and spectacular show. If you have any questions, address the Operator right away.

MAD BOMBER FIREWORKS PRODUCTIONS
KINGSBURY INDUSTRIAL PARK 3999 E HUPP RD R-3-1 LAPORTE, IN 46350
PHONE (219) 393-5051 Toll Free (877) MAD-BOMB FAX (219)393-3177

We're writing to you today to express our sincere gratitude for the opportunity to produce your pyrotechnic entertainment over the years. We truly appreciate your continued partnership and the trust you place in us to deliver spectacular displays.

As we prepare for the 2026 season, we've been thoroughly reviewing our operational costs. We've seen increases across various areas, including tariffs, insurance premiums, product procurement, and shipping expenses. To continue providing you with the same high-quality display that you've come to expect and that we delivered in 2025, we will need to implement a price adjustment for the upcoming year. This adjustment will allow us to maintain our standards and deliver exceptional experiences.

As you know, 2026 will mark a very special occasion: the 250th anniversary of the United States of America. We anticipate a significant increase in demand for pyrotechnic displays next year, and to ensure we can accommodate everyone and secure your preferred dates, we highly encourage you to confirm your schedule as soon as possible.

Should you wish to further commemorate the 250th anniversary of the USA, we've attached some exciting add-on options that can enhance your display and make it even more unforgettable. We'd be happy to discuss these with you in more detail.

We look forward to collaborating with you to create another memorable event that will delight your audience.

THANK YOU
Randy McCasland
Mad Bomber Fireworks

**USA 250th
Grand Opening
\$5,000.00**

100 Red, White and Blue Mines to Peonies
72 2.5" Red White and Blue Peonies
12 3" Red Chrysanthemums
12 3" White Chrysanthemums
12 3" Blue Chrysanthemums
15 4" Red White and Blue Peonies
36 3" Titanium Salutes
100 Quick Shot Titanium Salute (4 seconds)

**Mad Bomber
Fireworks Productions**

**USA 250th
Encore Finale
\$10,000.00**

100 Red, White and Blue Mines to Peonies
108 2.5" Red White and Blue Peonies
36 3" Red Chrysanthemums
36 3" White Chrysanthemums
36 3" Blue Chrysanthemums
30 4" Red White and Blue Peonies
96 3" Titanium Salutes
150 Quick Shot Titanium Salute (4 seconds)

**Mad Bomber
Fireworks Productions**

Village of
Deerfield
July 3, 2026
Amendment

**HAPPY 250th ANNIVERSARY
USA!**

Should you wish to celebrate the 250th Birthday of the USA with an addition to your display please initial which add-on you prefer.

_____ 250th USA Grand Opening \$5,000.00

_____ 250th USA Encore Finale \$10,000.00

_____ Both 250th Grand Opening and 250th Encore Finale \$15,000.00

Buyer agrees to purchase and Seller agrees to provide the add-on to the display that Buyer initials.

All other terms, agreements and items remain intact and in effect as written in original agreement.

Mad Bomber Fireworks

Randall McCasland

Date_____

Village of Deerfield

(It's duly authorized agent, who represents
he/she has full Authority to bind buyer)

Date_____

Mad Bomber
Fireworks Productions

REQUEST FOR BOARD ACTION

Agenda Item: 26-24

Subject: Resolution Ratifying Agreement for Interconnection with ComEd

Action Requested: Ratify the signing of the Interconnection Agreement with ComEd

Originated By: Department of Public Works and Engineering

Referred To: Mayor and Village Board of Trustees

Summary of Background and Reason for Request

The Water Reclamation Facility (WRF) Solar Array has been constructed and is ready to be placed online. The last major step to complete the project is an interconnection with the ComEd electrical utility.

The “Standard Agreement for Interconnection of Distributed Energy Resources Facilities with capacity less than or equal to 10 MVA” is a standard interconnection agreement with ComEd and this agreement has been reviewed by the Village Attorney.

The Department of Public Works and Engineering recommends that the Board of Trustees approve a Resolution Ratifying the Standard Agreement for Interconnection of Distributed Energy Resources Facilities.

Reports and Documents Attached:

Resolution
Agreement

Date Referred to Board: 2.2.26

Action Taken: _____

VILLAGE OF DEERFIELD

RESOLUTION NO. 2026-_____

**A RESOLUTION RATIFYING AN AGREEMENT WITH
COMMONWEALTH EDISON COMPANY FOR THE INTERCONNECTION OF
DISTRIBUTED ENERGY RESOURCES FACILITIES**

WHEREAS, the Village of Deerfield ("**Village**") is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Village installed a solar array at the Water Reclamation Facility located at 1045 Hackberry Road in the Village and now requires distributed energy resources ("**DER**") and a generating capacity addition to the existing DER facility to connect the solar array to Commonwealth Edison Company's ("**ComEd**") electric distribution system ("**Interconnection**"); and

WHEREAS, the Department of Public Works and Engineering recommends that the Board of Trustees ratify the execution of the agreement with ComEd for the Interconnection ("**Agreement**"); and

WHEREAS, the Mayor and Board of Trustees have determined that ratifying the Agreement with ComEd for the Interconnection will serve and be in the best interest of the Village and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, as follows:

SECTION 1: RECITALS. The Village Board hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: RATIFICATION OF AGREEMENT. Pursuant to the Village's home rule authority, the Agreement by and between the Village and ComEd is hereby ratified in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

ABSTAIN:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO:

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

This agreement (together with all attachments, the “Agreement”) is made and entered into this _____ day of _____, by and between Village of Deerfield (“interconnection customer”), as a [REDACTED] organized and existing under the laws of the State of [REDACTED] and Commonwealth Edison Company, (“Electric Distribution Company” or “EDC”), a corporation existing under the laws of the State of Illinois. Interconnection customer and EDC each may be referred to as a “Party”, or collectively as the “Parties”.

Recitals:

Whereas, interconnection customer is proposing to install or direct the installation of a distributed energy (DER) resources or is proposing a generating capacity addition to an existing DER facility, consistent with the interconnection request application form completed by interconnection customer on 12/8/2025; and

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

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

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

Article 1. Scope and Limitations of Agreement

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

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

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

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

1.9 Reactive Power

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

1.10 Standards of Operations

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

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

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

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

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

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

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

2.2 Commercial Operation

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

2.3 Right of Access

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

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

3.1 Effective Date

This Agreement shall become effective upon execution by all Parties.

3.2 Term of Agreement

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

3.3 Termination

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

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

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

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

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

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

3.4 Temporary Disconnection

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

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

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

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

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

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

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

4.2 Distribution Upgrades

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

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

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

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

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

6.1 Assignment

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

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

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

6.2 Limitation on Damages

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

6.3 Indemnity

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

- 6.3.2 The interconnection customer shall indemnify and defend the EDC and the EDC's directors, officers, employees, and agents, from all damages and expenses resulting from a third party claim arising out of or based upon the interconnection customer's (a) negligence or willful misconduct or (b) breach of this Agreement.
- 6.3.3 The EDC shall indemnify and defend the interconnection customer and the interconnection customer's directors, officers, employees, and agents from all damages and expenses resulting from a third party claim arising out of or based upon the EDC's (a) negligence or willful misconduct or (b) breach of this Agreement.
- 6.3.4 Within 5 business days after receipt by an indemnified Party of any claim or notice that an action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply has commenced, the indemnified Party shall notify the indemnifying Party of such fact. The failure to notify, or a delay in notification, shall not affect a Party's indemnification obligation unless that failure or delay is materially prejudicial to the indemnifying Party.
- 6.3.5 If an indemnified Party is entitled to indemnification under this Article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such claim, that indemnified Party may, at the expense of the indemnifying Party, contest, settle or consent to the entry of any judgment with respect to, or pay in full, the claim.
- 6.3.6 If an indemnifying Party is obligated to indemnify and hold any indemnified Party harmless under this Article, the amount owing to the indemnified person shall be the amount of the indemnified Party's actual loss, net of any insurance or other recovery.

6.4 Force Majeure

- 6.4.1 As used in this Article, a force majeure event shall mean any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A force majeure event does not include an act of gross negligence or intentional wrongdoing by the Party claiming force majeure.
- 6.4.2 If a force majeure event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the force majeure event ("Affected Party") shall notify the other Party of the existence of the force majeure event within one business day. The notification must specify the circumstances of the force

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

6.5 Default

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

Article 7. Insurance

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

Article 8. Dispute Resolution

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

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

Article 9. Miscellaneous

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

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

9.5 Entire Agreement

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

9.6 Multiple Counterparts

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

9.7 No Partnership

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

9.8 Severability

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

9.9 Environmental Releases

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

9.10 Subcontractors

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

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

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

Article 10. Notices**10.1 General**

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

If to Interconnection Customer:

Interconnection Customer: Village of Deerfield

Attention: |

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: | E-Mail: _____

If to EDC:

EDC: Commonwealth Edison Company

Attention: DER Interconnection

Address: 2 Lincoln Center

City: Oakbrook Terrace State: IL Zip: 60181

Phone: 630-576-8158 E-Mail: interconnect@comed.com

Alternative Forms of Notice

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

10.2 Billing and Payment

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

If to Interconnection Customer

Interconnection Customer: Village of Deerfield

Attention: |

Address: _____

City: _____ State: _____ Zip: _____

Phone _____ Fax _____ Email _____

If to EDC:

Article 11. Signatures

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

Project Name: Village of Deerfield

For the Interconnection Customer:

|

Name:

Title:

Date:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment 2**Construction Schedule, Proposed Equipment & Settings**

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

1. The construction schedule for the DER facility.

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

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

N/A

Attachment 3

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

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

1. Facilities Address/ Location: 1045 Hackberry Rd, Deerfield, Illinois 60015
2. Capacity: 420.00 kW
3. Required interconnection facilities, including any required metering*.

Not applicable – No utility work required

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

Not applicable – No utility work required

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

Schedule for EDC Work:

Not applicable – No utility work required

Schedule for Customer Work per Attachment 2, Step 1:

3.2.1	Submittal of the Interconnection Customer Deposit pursuant to Article 5.2 of the Agreement or an Interconnection Customer Deposit Alternative (as defined in Attachment 9) of either Escrow Deposit ¹ or Letter of Credit ²	<i>Within 15 business days upon full execution of the IA</i>
3.2.2	Submittal of deed and plat of survey must be uploaded to the EDC portal within 30 calendar days of milestone 3.2.1 from Attachment 3.	
3.2.2.A	Submission of approval or request for significant changes to demarcation drawing shall be submitted within 30 calendar days from receipt of demarcation drawing from EDC. Any subsequent iterations, after final approval, must be based on external factors which necessitate redesign. Interconnection Customer must provide documentation of external factors. EDC will update/incorporate comments from Interconnection Customer within 30 calendar days.	
3.2.2.B	Significant permits, including, but not limited to, land use permits (i.e., Special Use, Site Development, Variance, Zoning Modifications) or environmental permits, must be applied for within 90 calendar days of milestone 3.2.2.A from Attachment 3, with proof of application uploaded to the EDC's interconnection portal.	
3.2.2.C	All permits required for EDC construction must be uploaded to the EDC's interconnection portal, at a minimum, 12 weeks prior to milestone 3.1.4/3.1.5 from Attachment 3.	
3.2.2.D	Initiate easement acquisition requests to necessary landowners within 30 calendar days of EDC providing all easement documentation pertaining to the current design at the time of Real Estate research. If subsequent easements are necessitated, developer must initiate easement acquisition requests for those easements within 30 calendar days of EDC providing the relevant new easement documentation.	
3.2.3	Begin construction date. Construction date means Interconnection Customer has issued a notice to proceed to any contractor performing substantial work at the site and physical activity has occurred at the site, such as grading, earthwork, equipment installation, or other civil works, evidencing continuous construction has begun.	
3.2.3.A	Medium and low voltage work mechanically complete and ready for EDC connection.	
3.2.4	Generator step-up transformers receive back feed power.	
3.2.5	Witness testing date.	
3.2.6	In-service date.	

If a project scheduled ahead of Interconnection Customer's project in EDC's interconnection queue experiences a delay that, in EDC's sole and reasonable discretion, will negatively and materially impact the commencement or completion of Interconnection Customer's project under this Agreement, EDC shall work in good faith with Interconnection Customer to determine and implement appropriate adjustments to the Project Milestones, Schedule for Interconnection Work to this Agreement, and the Scheduled Disbursements or Scheduled Payments, as applicable. Although EDC will work with Interconnection Customer to determine and implement appropriate adjustments, EDC in its sole discretion will final the decisions necessary to account for the impact of that preceding project's delay, and shall not be construed as a waiver of any other terms or obligations under this Agreement. Any such adjustments EDC deems necessary to account for the impact of the preceding project's delay shall be set forth in a written amendment executed by the Parties. Notwithstanding the foregoing, EDC shall have no obligation to adjust Interconnection Customer's schedule or milestones if Interconnection Customer is in breach of any of its obligations under this Agreement or has otherwise caused or contributed to delays in the progress of its own project under this Agreement. For the avoidance of doubt, if EDC does not determine, in its sole and reasonable discretion, that the delay of a preceding project will negatively and materially impact the commencement or completion of Interconnection Customer's project, no adjustments to Interconnection Customer's schedule, milestones, or payment obligations shall be made.

Schedule for Escrow Deposit

¹If the Interconnection Customer selects the Escrow Deposit as the Interconnection Customer Deposit Alternative pursuant to milestone 3.2.1 of Attachment 3, the terms and conditions of Attachment 9 shall apply to such Interconnection Customer Deposit Alternative and the Interconnection Customer and the EDC agree that the following schedule will apply:

Scheduled Disbursements

3.3.1	First disbursement (25% of the Escrow Deposit) will be remitted by Escrow Agent to EDC account on [REDACTED], which date is 10 calendar days after milestone 3.1.1 of Attachment 3.
3.3.2	Second disbursement (25% of the Escrow Deposit) will be remitted by Escrow Agent to EDC account on [REDACTED], which date is 110 calendar days after milestone 3.1.1 of Attachment 3. This disbursement is required to support milestone 3.1.2 of Attachment 3.
3.3.3	Third disbursement (remaining 50% of the Escrow Deposit) will be remitted by Escrow Agent to EDC account on [REDACTED], which date is 220 calendar days after milestone 3.1.1 of Attachment 3. This disbursement is required to support milestones 3.1.4 and 3.1.5 of Attachment 3.

The first, second, and third disbursements (as listed in milestones 3.3.1 – 3.3.3 of Attachment 3) shall each be referred to as, a “Scheduled Disbursement” and shall collectively be referred to as, the “Scheduled Disbursements.”

Notwithstanding the language above, in addition to the Scheduled Disbursements, EDC reserves the right to request additional disbursements from the Escrow Deposit if it actually incurs costs in excess of the amount for a given Scheduled Disbursement or estimates that such additional costs are required to perform the EDC Work (each such request, a “Requested Disbursement”). The Escrow Agent shall make all Scheduled Disbursements and any Requested Disbursements to the EDC in accordance with Section (g) of Article 2 of Attachment 9 and the terms and conditions of the Escrow Agreement.

The Interconnection Customer understands and agrees that it shall not object, dispute (including disputes under Part 466), or otherwise challenge (through a complaint or otherwise) in any judicial, administrative, or other proceeding of any kind, or in any communication to the Escrow Agent, any Scheduled Disbursement or any Requested Disbursement made pursuant to this Agreement as set forth in this Attachment 3 and described further in Attachment 9.

Escrow Agent will pay any interest earned on the Escrow Deposit to the Interconnection Customer in accordance with the terms of the Escrow Agreement (as defined in Attachment 9).

Delays in the 3.2 milestones in Attachment 3 shall not alter or otherwise delay any Scheduled Disbursements in the 3.3 milestones of Attachment 3.

Schedule for Letter of Credit

2 If a Letter of Credit is selected as the Interconnection Customer Deposit Alternative under milestone 3.2.1 of Attachment 3, the terms and conditions of Attachment 9 shall apply to such Interconnection Customer Deposit Alternative and the Interconnection Customer and the EDC agree that the following schedule will apply.

Scheduled Payments

3.4.1	Payment of an amount equal to 25% of the Interconnection Customer Deposit will be remitted by Interconnection Customer to EDC account via ACH on
3.4.2	Payment of an amount equal to 25% of the Interconnection Customer Deposit will be remitted by Interconnection Customer to EDC account via ACH on , which date is 110 calendar days after milestone 3.1.1 of Attachment 3. This payment is required to support milestone 3.1.2 of Attachment 3.
3.4.3	Payment of an amount equal to 50% of the Interconnection Customer Deposit will be remitted by Interconnection Customer to EDC account via ACH on , which date is 220 calendar days after milestone 3.1.1 of Attachment 3. This payment is required to support milestones 3.1.4 and 3.1.5 of Attachment 3.

Each scheduled payment set forth in milestones 3.4.1 through 3.4.3 of Attachment 3 shall each be referred to as a “Scheduled Payment,” and shall collectively be referred to as the “Scheduled Payments.”

Notwithstanding the language above, in addition to the Scheduled Payments, EDC reserves the right at any time to request payment of additional funds if it actually incurs costs in excess of the amount for a given Scheduled Payment or estimates that such additional costs are required to perform the EDC Work (each such request, a “Requested Payment”). The Interconnection Customer will be granted 30 calendar days to pay from the receipt of any such Requested Payment. If payment is not received within such time, the EDC will draw down the Letter of Credit in an amount equal to the amount of the Scheduled Payment and Requested Payment or other requested amount not paid by the Interconnection Customer in accordance with the terms and conditions of Article 1 of Attachment 9.

Delays in the 3.2 milestones in Attachment 3 shall not alter or otherwise delay any Schedule Payment in the 3.4 milestones of Attachment 3.

The Interconnection Customer must send the required funds via electronic payment (ACH or wire) or check. The Interconnection Customer must inform the EDC through the EDC's interconnection portal that funds have been disbursed.

The Interconnection Customer understands and agrees that it shall not object, dispute (including disputes under Part 466), or otherwise challenge (through a complaint or otherwise) in any judicial, administrative, or other proceeding of any kind, any Scheduled Payment or any Requested Payment made pursuant to this Agreement as set forth in this Attachment 3 and described further in Attachment 9.

6. Contingency Projects – Any contingencies noted: **No**

Attachment 4

Operating Requirements for Distributed Energy Resources Facilities Operating in Parallel

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

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

Any additional operational practices listed below:

Battery – replace with screenshot of app or remove page

Attachment 5

Monitoring and Control Requirements

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

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

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

<http://standards.ieee.org>

Attachment 6

Metering Requirements

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

1. The metering requirements for the energy resources facility.

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

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

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

Attachment 7

As Built Documents

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

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

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

Attachment 8 Other Provisions

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

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

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

1.4.2 Tax Indemnity

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

1.4.3 Income Tax Gross-Up

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

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

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

- 1.7 Interconnection customer shall not disclose any information labeled “CEII” or “Critical Energy Infrastructure Information” or other information labeled “Confidential” obtained pursuant to or in connection with this Agreement to any third party without the express written consent of the EDC, provided that interconnection customer may produce such information in response to a subpoena, discovery request or other compulsory process issued by a judicial body or governmental agency upon reasonable notice to the interconnection customer.
- 1.8 Each of the Parties shall provide the other party access to areas under its control as reasonably necessary to permit the other Party to perform its obligations under this Agreement, including operation and maintenance obligations. A Party that obtains such access shall comply with all safety rules applicable to the area to which access is obtained. Each Party agrees to inform the other Party’s representatives of safety rules applicable to an area.
- 1.9 Article 5.1.2 of the Interconnection Agreement shall be modified as followed;

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

ATTACHMENT 9**INTERCONNECTION CUSTOMER DEPOSIT ALTERNATIVES**

Pursuant to Article 5.2 (Interconnection Customer Deposit) of the Agreement, within 15 Business Days of signing and returning the Agreement to the EDC, the Interconnection Customer is required to provide the EDC with a deposit equal to 100% of the estimated, non-binding cost to procure, install, or construct any required interconnection facilities and distribution upgrades (the "Interconnection Customer Deposit"). The Interconnection Customer understands and agrees that it is required to make an Interconnection Customer Deposit for each interconnection request it makes to the EDC.

The EDC agrees to allow the Interconnection Customer to satisfy its obligation to provide the Interconnection Customer Deposit to the EDC by either issuing a Letter of Credit in accordance with the terms and conditions of Article 1 of this Attachment 9 or by depositing an amount equal to 100% of the Interconnection Customer Deposit with the Escrow Agent (as defined below) in accordance with the terms and conditions of Article 2 of this Attachment 9 (the "Interconnection Customer Deposit Alternatives").

If the Interconnection Customer elects to use one of the Interconnection Customer Deposit Alternatives in lieu of providing 100% of the Interconnection Customer Deposit, the Interconnection Customer understands and agrees to comply with applicable terms and conditions for the selected Interconnection Customer Deposit Alternative (either Letter of Credit or Funding the Escrow account) set forth in this Attachment 9. If the Interconnection Customer provides the EDC with the Interconnection Customer Deposit, and does not elect to use one of the Interconnection Customer Deposit Alternatives, the terms and conditions set forth in this Attachment 9 do not apply.

If the Interconnection Customer elects to use one of the Interconnection Customer Deposit Alternatives to satisfy its obligation to provide the Interconnection Customer Deposit to the EDC, the Interconnection Customer shall, within fifteen (15) Business Days of signing and returning the Agreement to the EDC, deliver to the EDC the following: (1) a message to inform the EDC through the interconnection portal of what Interconnection Customer Deposit Alternative the Interconnection Customer is electing; (2) an executed Amendment to the Agreement in the form attached hereto as Exhibit A-1 or Exhibit A-2 for the selected Interconnection Customer Deposit Alternative; and (3) such other deliverables required by the applicable terms and conditions for the selected Interconnection Customer Deposit Alternative.

1. **Letters of Credit – Terms and Conditions.**

- a. This Article 1 of Attachment 9 sets forth the terms and conditions applicable to the Interconnection Customer's issuance of a Letter of Credit as an acceptable Interconnection Customer Deposit Alternative. These terms and conditions shall only be applicable if the Interconnection Customer issues a Letter of Credit as an acceptable Interconnection Customer Deposit Alternative, and shall not be applicable to use of an Escrow Deposit (as set forth in Article 2 of this Attachment 9) or cash payment equal to the amount of 100% of the Interconnection Customer Deposit.
- b. In lieu of providing the Interconnection Customer Deposit required for Project ID: 25-17916 or placing the Interconnection Customer Deposit in escrow in accordance with Article 2 of Attachment 9, the Interconnection Customer shall, at its own expense, cause the LC Issuing Bank (as defined herein) to issue and maintain, by renewal, extension, or replacement, for the periods specified herein an irrevocable, unconditional, transferable, standby letter of credit in favor of the EDC meeting the requirements of this Article 1 to Attachment 9 and in substantially the same form and substance as attached hereto as Exhibit B (such letter of credit, as the same may be renewed, extended or replaced from time to time hereunder, the "Letter of Credit").
- c. In order for the Letter of Credit to constitute an acceptable Interconnection Customer Deposit Alternative, the Interconnection Customer shall, within fifteen (15) Business Days of signing and returning the Agreement to the EDC, make payment of an amount equal to 25% of the of the Interconnection Customer Deposit via ACH, wire, or check to EDC in immediately available funds and send the following to the EDC through interconnection portal: (i) a message to inform the EDC through the interconnection portal of its intent to issue an acceptable Letter of Credit as an Interconnection Customer Deposit Alternative; (ii) the Letter of Credit Amendment (in the form attached hereto as Exhibit A-1) executed by a duly authorized representative of the Interconnection Customer; (iii) a copy of the Letter of Credit (with the original in hard copy form sent to 10 South Dearborn Street, Floor 51, Chicago, Illinois 60603, Attn: Enterprise Credit (Interconnection)) that complies with the terms and conditions of this Article 1 of Attachment 9 to the EDC; and (iv) confirmation of payment of an amount equal to 25% of the of the Interconnection Customer Deposit via ACH, wire, or check to EDC in immediately available funds. The Interconnection Customer understands that the EDC shall not be required to perform any of its obligations under the Agreement until the Interconnection Customer provides the deliverables described herein. If the Interconnection Customer fails to provide such deliverables within the time set forth herein, the Interconnection customer shall be in default of its obligations pursuant to Article 5.2 of the Agreement, and the EDC may terminate the Agreement pursuant to Article 6.5.3 of the Agreement.
- d. The Letter of Credit shall constitute credit support for the Interconnection Customer Deposit in the Agreement. All fees and charges, including issuing, commitment, renewal, and operation fees and charges, relating to the Letter of Credit

shall be borne by the Interconnection Customer. The Letter of Credit shall comply with and be subject to the following:

i. Upon issuance, the Letter of Credit shall have a face amount equal to 75% of the Interconnection Customer Deposit; provided that the Interconnection Customer paid to the EDC an amount equal to 25% of the Interconnection Customer Deposit pursuant to Article 1(c) of this Attachment 9. The Interconnection Customer shall be entitled to reduce the face amount of the Letter of Credit by the amount of each such Scheduled Payment and Requested Payment received by the EDC or any other drawdowns made by the EDC as permitted in this Agreement; provided that the Interconnection Customer obtains the EDC's prior written consent before making any such reduction to the Letter of Credit. Except as expressly set forth herein, the Interconnection Customer shall not be entitled to reduce the face amount of the Letter of Credit. The Interconnection Customer shall not be entitled to interconnect to the EDC's electric distribution system, and EDC will not be obligated to perform or otherwise proceed with the work set forth in the Project Milestones described in Attachment 3 of the Agreement, unless and until the Interconnection Customer has provided the EDC with the materials set forth in Article 1(c) above in accordance with the terms hereof and timely performed any other obligations as set forth in the Agreement and as may be required from time to time under Part 466 of the Commission's rules (83 Ill. Adm. Code 466).

ii. The Interconnection Customer shall cause the LC Issuing Bank to issue and maintain, by renewal, extension, or replacement, the Letter of Credit from the date of initial issuance until the EDC agrees to release and return the Letter of Credit in accordance with Article 1(d) (iv) below. The Interconnection Customer shall maintain the Letter of Credit until any amounts payable by the Interconnection Customer have been paid in full; provided that the EDC may draw upon the Letter of Credit prior to any expiration date on the Letter of Credit in accordance with the terms thereof.

iii. The Interconnection Customer shall pay the EDC the Scheduled Payments (as set forth on milestones 3.4.1 through 3.4.3 from Attachment 3) and any Requested Payments. EDC shall inform the Interconnection Customer via EDC's interconnection portal for any Requested Payments. For any such Requested Payments, the Interconnection Customer will be granted 30 calendar days to pay from the receipt of each such message in EDC's interconnection portal. If the Interconnection Customer fails to timely pay any Scheduled Payment or Requested Payment or the Letter of Credit otherwise permits a draw down in accordance with the terms hereof or thereof, the EDC may draw down the Letter of Credit in an amount equal to the amount of the Scheduled Payment and Requested Payment or other requested amount not paid by the Interconnection

Customer. The Interconnection Customer understands and agrees that it shall not object, dispute (including disputes under Part 466), or otherwise challenge (through a complaint or otherwise) in any judicial, administrative, or other proceeding of any kind any Scheduled Payment, any Requested Payment, or any other draw down of the Letter of Credit as permitted in this Agreement made pursuant to this Agreement as set forth in Attachment 3 and more fully described in this Attachment 9.

iv. The Interconnection Customer shall maintain the Letter of Credit (in accordance with this Article 1 of Attachment 9) for so long as the Interconnection Customer has outstanding payment obligations to the EDC. Upon the Interconnection Customer's satisfaction of all of its outstanding payment obligations in this Agreement, the Interconnection Customer shall request (via message to the EDC through the interconnection portal) that the EDC release and return the Letter of Credit. Within fifteen (15) Business Days of its receipt of the message requesting to release and return the Letter of Credit, the EDC shall confirm satisfaction of all of the Interconnection Customer's payment obligations. Upon such confirmation, the EDC shall release and return the Letter of Credit to the Interconnection Customer within five (5) Business Days.

v. If at any time after the issuance of a Letter of Credit, the credit rating of the LC Issuing Bank falls below "A3" by Moody's Investors Service, Inc. or "A-" by Standard and Poor's Corporation with respect to such entity's long-term, unsecured, unsubordinated deposits, the Interconnection Customer shall promptly inform the EDC through the interconnection portal. Upon receipt of such notice, the EDC may require the Interconnection Customer to provide a substitute Letter of Credit issued by a new LC Issuing Bank satisfying the requirements set forth herein by providing written notice thereof to the Interconnection Customer. In the event that Interconnection Customer does not cause a new LC Issuing Bank satisfying the requirements set forth herein to issue a new Letter of Credit meeting the requirements of this Article 1 of Attachment 9 within fifteen (15) Business Days after receipt of such notice through the interconnection portal, the EDC may draw down the full amount of the Letter of Credit, less any amounts previously paid under the Letter of Credit, and any and all amounts drawn by the EDC shall be held by the EDC as cash security for the Interconnection Customer's obligations hereunder.

vi. At any time on or after an Interconnection Customer Bankruptcy, the EDC may draw down the full amount of the Letter of Credit, less any amounts previously paid under the Letter of Credit, and any and all amounts drawn by the EDC shall be held by the EDC as cash security for the Interconnection Customer's obligations hereunder and the Interconnection Customer hereby grants a lien in favor of the EDC over all such cash.

- vii. In the event that that the EDC exercises its right to draw down the Letter of Credit, the EDC shall have the right to draw upon the Letter of Credit by presenting to the LC Issuing Bank a draw certificate in the form provided in the Letter of Credit, which shall provide for payment no later than the second (2nd) Business Day immediately succeeding the date of presentment. The EDC may draw upon the Letter of Credit or cash security for any and all unpaid costs or amounts owed to the EDC pursuant to the Agreement or any resulting indemnification claim by the EDC or any of the EDC's directors, officers, employees, and agents that have not been fully and finally resolved and all amounts paid in full, and for any other purpose specified in the draw certificate or in this Agreement.
- e. If the Interconnection Customer attempts to assign this Agreement pursuant to Article 6.1 (Assignment) of the Agreement, the assignee shall either pay 100% of the Interconnection Customer Deposit or cause to be issued to the EDC a Letter of Credit in accordance with the terms and conditions of this Article 1 of Attachment 9, in addition to all other requirements set forth in Article 6.1 of the Agreement. Any attempted assignment of the Agreement that violates the applicable terms of the Agreement (including this Article) is void and ineffective.
- f. Letter of Credit Related Definitions:
- i. "Business Day" means a day, other than a Saturday or Sunday or holiday on which banks are authorized or required to be closed for business in the State of Illinois.
- ii. "Bankruptcy" means any of the following occurs: (A) interconnection customer consents to the appointment of or taking possession by, a receiver, a trustee, custodian, or liquidator of itself or of a substantial part of its assets, or admits in writing its inability to pay its debts generally as they become due, or makes a general assignment for the benefit of creditors; (B) interconnection customer files a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization in a proceeding under any applicable bankruptcy or insolvency laws or an answer admitting the material allegations of a petition filed against it in any such proceeding, or seeks relief by voluntary petition, answer or consent, under the provisions of any now existing or future bankruptcy, insolvency or other similar law providing for the liquidation, reorganization, or winding up of business entities, or providing for an agreement, composition, extension, or adjustment with its creditors; (C) a substantial part of interconnection customer's assets is subject to the appointment of a receiver, trustee, liquidator, or custodian by court order and such order shall remain in effect for more than thirty (30) days; or (D) interconnection customer is adjudged

bankrupt or insolvent, has any property sequestered by court order and such order remains in effect for more than thirty (30) days, or has filed against it a petition under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and such petition is not dismissed within sixty (60) days of such filing;

iii. “LC Issuing Bank” means a U.S. bank or other U.S. financial institution issuing the Letter of Credit, which bank or financial institution must be reasonably acceptable to the EDC and have a credit rating of “A3” or better by Moody’s Investors Service, Inc. and “A-” or better by Standard and Poor’s Corporation with respect to such entity’s long-term, unsecured, unsubordinated deposits.

2. **Escrow Deposit – Terms and Conditions.**

a. This Article 2 of Attachment 9 sets forth the terms and conditions applicable to Interconnection Customer depositing its Interconnection Customer Deposit in escrow as an acceptable Interconnection Customer Deposit Alternative. These terms and conditions shall only be applicable if the Interconnection Customer uses an Escrow Deposit as an acceptable Interconnection Customer Deposit Alternative, and shall not be applicable to use of a Letter of Credit (as set forth in Article 1 of this Attachment 9) or cash payment equal to the amount of 100% of the Interconnection Customer Deposit.

b. In lieu of providing 100% of the Interconnection Customer Deposit required for Project ID: 25-17916 directly to the EDC or issuing a Letter of Credit to the EDC in accordance with Article 1 of Attachment 9, the Interconnection Customer may wire transfer immediately available funds in an amount equal to 100% of the Interconnection Customer Deposit and all necessary fees to a third party selected by the EDC to act as the escrow agent (the “Escrow Agent”) to be held in escrow pursuant to the terms and conditions of this Article 2 of Attachment 9 and in accordance with the terms and conditions of the Escrow Agreement attached hereto as Exhibit C (the “Escrow Deposit”).

c. In order for the Escrow Deposit to constitute an acceptable Interconnection Customer Deposit Alternative, the Interconnection Customer shall, within fifteen (15) Business Days of signing and returning the Agreement to the EDC, send the following to the EDC through the interconnection portal: (1) a message to inform the EDC through the interconnection portal of its intent to use the Escrow Deposit as an Interconnection Customer Deposit Alternative; (2) the Escrow Amendment (in the form attached hereto as Exhibit A-2) executed by a duly authorized representative of the Interconnection Customer; and (3) the Escrow Agreement (in the form attached hereto as Exhibit C) executed by a duly authorized representative of the Interconnection Customer. The Interconnection Customer understands that the EDC shall not be required to perform any

of its obligations under the Agreement until the Interconnection Customer provides the deliverables described herein. If the Interconnection Customer fails to provide such deliverables within the time set forth herein, the Interconnection Customer shall be in default of its obligations pursuant to Article 5.2 of the Agreement, and the EDC may terminate the Agreement pursuant to Article 6.5.3 of the Agreement.

d. All fees and charges relating to the Escrow Deposit, including account acceptance fees, annual administrative fees, and other fees and charges, shall be borne by the Interconnection Customer at the Escrow Agent's then-current rates.

e. The Escrow Deposit shall constitute the Interconnection Customer's Interconnection Customer Deposit, and credit support for any and all costs and amounts owed to the EDC pursuant to the Agreement, including any damages arising out of or resulting from any breach by the Interconnection Customer of the Agreement, any indemnification claim by the EDC or any of the EDC's directors, officers, employees, and agents that has not been fully and finally resolved and all amounts paid in full, or any and all amounts due and payable to the EDC, and for any other purpose specified in the Agreement.

f. The Interconnection Customer understands and agrees that it shall not be entitled to communicate with or issue instructions to the Escrow Agent without the EDC's prior written consent.

g. The Interconnection Customer understands and agrees that the Escrow Agent shall make Scheduled Disbursements of the Escrow Deposit in the amounts and on the dates set forth in the Schedule for Escrow Deposit on Attachment 3. In the event that the EDC requests a Requested Disbursement, the Escrow Agent shall make such Requested Disbursements on the date and in the amount set forth in the EDC's request for a Requested Disbursement and in accordance with the terms and conditions applicable to an "Escrow Draw Notice" as such term is defined and process is described in the Escrow Agreement. The Interconnection Customer understands and agrees that it shall not object, dispute (including disputes under Part 466), or otherwise challenge (through a complaint or otherwise) in any judicial, administrative, or other proceeding of any kind, or in any communication to the Escrow Agent, any Scheduled Disbursement or any Requested Disbursement made pursuant to this Agreement as set forth in Attachment 3 and more fully described in this Attachment 9. The Interconnection Customer further agrees that it shall not object to nor raise any claim for inappropriate instructions or orders against the Escrow Agent for such actions.

h. THE INTERCONNECTION CUSTOMER AGREES TO INDEMNIFY, DEFEND, HOLD HARMLESS, PAY OR REIMBURSE THE EDC AND ITS AFFILIATES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, DIRECTORS, AGENTS AND EMPLOYEES AND THE EDC AND ITS DIRECTORS, OFFICERS,

EMPLOYEES, AND AGENTS (THE “INDEMNITEES”) FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, LIABILITIES, TAXES (OTHER THAN TAXES ON INCOME EARNED BY AN INDEMNITEE IN CONNECTION HEREWITH), COSTS OR EXPENSES (INCLUDING ATTORNEY’S FEES) (COLLECTIVELY “LOSSES”), RESULTING DIRECTLY OR INDIRECTLY FROM THE EDC HAVING TO INDEMNIFY THE ESCROW AGENT FOR (A) ESCROW AGENT’S PERFORMANCE OF THE ESCROW AGREEMENT, EXCEPT TO THE EXTENT THAT SUCH LOSSES ARE FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION TO HAVE BEEN CAUSED BY THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BAD FAITH OF THE ESCROW AGENT; AND (B) ESCROW AGENT’S FOLLOWING, ACCEPTING OR ACTING UPON ANY INSTRUCTIONS OR DIRECTIONS, WHETHER JOINT OR SINGULAR, FROM THE PARTIES RECEIVED IN ACCORDANCE WITH THE ESCROW AGREEMENT. THE INTERCONNECTION CUSTOMER HEREBY GRANTS THE EDC A RIGHT OF SET-OFF AGAINST INTERCONNECTION CUSTOMER DEPOSIT HELD IN ESCROW FOR THE PAYMENT OF ANY CLAIM FOR INDEMNIFICATION, FEES, EXPENSES AND AMOUNTS DUE TO THE EDC OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS INDEMNITEE. THE OBLIGATIONS SET FORTH HEREIN SHALL SURVIVE THE RESIGNATION, REPLACEMENT, OR REMOVAL OF ESCROW AGENT OR THE TERMINATION OF THE ESCROW AGREEMENT.

- i. If the Interconnection Customer attempts to assign this Agreement pursuant to Article 6.1 (Assignment) of the Agreement, the assignee must either pay 100% of the Interconnection Customer Deposit or must agree to the terms and conditions of the Escrow Agreement in writing (including any associated tax reporting certification) and such writing must be provided to the EDC in addition to all other requirements set forth in Article 6.1 of the Agreement. Any attempted assignment that violates this Article 2 of Attachment 9 is void and ineffective.

EXHIBIT A-1 TO ATTACHMENT 9**LETTER OF CREDIT AMENDMENT TO
THE INTERCONNECTION OF DISTRIBUTED ENERGY
RESOURCE FACILITIES AGREEMENT**

THIS LETTER OF CREDIT AMENDMENT TO THE INTERCONNECTION OF DISTRIBUTED ENERGY RESOURCE FACILITIES AGREEMENT (this "Amendment") is entered into and made effective as of the _____ day of _____, 20____ (the "Amendment Effective Date"), by and between Village of Deerfield, as a _____ organized and existing under the laws of the _____ (the "Interconnection Customer") and Commonwealth Edison Company ("ComEd" or "EDC"), as a Corporation, organized and existing under the laws of the State of Illinois. Interconnection Customer and EDC may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the Interconnection Customer and EDC are Parties to that certain Interconnection of Distributed Energy Resource Facilities Agreement, dated _____, for Project ID: 25-17916 (the "Agreement");

WHEREAS, pursuant to the Agreement, within 15 Business Days of signing and returning the Agreement to the EDC, the Interconnection Customer is required to provide the EDC with a deposit equal to 100% of the estimated, non-binding cost to procure, install, or construct any required interconnection facilities and distribution upgrades (the "Interconnection Customer Deposit");

WHEREAS, in lieu of providing the Interconnection Customer Deposit in cash or wire of immediately available funds, the Interconnection Customer desires to cause the issuance of a Letter of Credit to the EDC that complies with terms and conditions of Article 1 of Attachment 9 of the Agreement;

WHEREAS, the EDC is willing to accept a Letter of Credit delivered to the EDC by or on behalf of the Interconnection Customer that complies with terms and conditions of Article 1 of Attachment 9 of the Agreement in lieu of 100% of the Interconnection Customer Deposit; and

NOW THEREFORE, in consideration of the mutual covenants contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. **Recitals.** The above Recitals are incorporated into this Amendment as if fully set forth herein.
2. **Defined Terms and Rules of Construction.** All capitalized terms used and not defined in this Amendment shall have the respective meanings set forth in the Agreement.
3. **Amendment to Agreement.** The Agreement is hereby amended as follows:

a. In lieu of providing 100% of the Interconnection Customer Deposit to the EDC, the Interconnection Customer shall cause the issuance to the EDC of the Letter of Credit (attached here to as Exhibit 1) for the Interconnection Customer Deposit for 25-17916 (the “[Project ID] Letter of Credit”).

b. The Interconnection Customer represents and warrants that the 25-17916 Letter of Credit complies with the terms and conditions of Article 1 of Attachment 9 of the Agreement.

c. The Parties understand and agree that each Party’s rights and obligations regarding the 25-17916 Letter of Credit are set forth in and governed by Article 1 of Attachment 9 of the Agreement and further understand and agree that Article 2 of Attachment 9 shall not be applicable.

4. **Continuing Effectiveness.** Except as specifically amended herein, the Agreement shall remain unmodified and in full force and effect.

5. **Effectiveness.** This Amendment shall be effective on, and shall be binding upon, the Parties upon the full execution and delivery of this Amendment, as of the Amendment Effective Date.

6. **Counterparts.** This Amendment may be executed by the Parties in one or more counterparts, all of which taken together, shall constitute one and the same instrument. The facsimile or pdf signatures of the Parties shall be deemed to constitute original signatures, and facsimile or pdf copies shall be deemed to constitute duplicate originals.

7. **Participation in Drafting.** This Amendment shall be construed as jointly drafted and shall not be construed against either Party on the ground that the Party drafted this Amendment.

[Remainder of page purposefully left blank. Signatures on the following page]

[Signature Page to the Letter of Credit Amendment to the Agreement]

IN WITNESS WHEREOF, the Interconnection Customer has caused this Amendment to be executed by its respective duly authorized representatives as of the date set forth

Commonwealth Edison Company

Name: _____

Title: _____

Date: _____

Village of Deerfield

Name: _____

Title: _____

Date: _____

EXHIBIT 1 TO
THE LETTER OF CREDIT AMENDMENT

[INTERCONNECTION CUSTOMER TO ATTACH ISSUED LETTER OF CREDIT]

EXHIBIT A-2 TO ATTACHMENT 9**ESCROW AMENDMENT TO
THE INTERCONNECTION OF DISTRIBUTED ENERGY
RESOURCE FACILITIES AGREEMENT**

THIS ESCROW AMENDMENT TO THE INTERCONNECTION OF DISTRIBUTED ENERGY RESOURCE FACILITIES AGREEMENT (this "Amendment") is entered into and made effective as of the _____ day of _____, 20____ (the "Amendment Effective Date"), by and between Village of Deerfield, as a _____ organized and existing under the laws of the _____ (the "Interconnection Customer") and Commonwealth Edison Company ("ComEd" or "EDC"), as a Corporation, organized and existing under the laws of the State of Illinois. Interconnection Customer, and EDC may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the Interconnection Customer and EDC are Parties to that certain Interconnection of Distributed Energy Resource Facilities Agreement, dated _____, for Project ID: 25-17916 (the "Agreement");

WHEREAS, pursuant to the Agreement, within 15 Business Days of signing and returning the Agreement to the EDC, the Interconnection Customer is required to provide the EDC with a deposit equal to 100% of the estimated, non-binding cost to procure, install, or construct any required interconnection facilities and distribution upgrades (the "Interconnection Customer Deposit");

WHEREAS, in lieu of providing the Interconnection Customer Deposit, the Interconnection Customer desires to place the Interconnection Customer Deposit in an escrow account in accordance with terms and conditions of Article 2 of Attachment 9 of the Agreement;

WHEREAS, the EDC desires to accept such deposit into an escrow account in accordance with the terms and conditions of Article 2 of Attachment 9 of the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to reflect and memorialize the Interconnection Customer's desire to place the Interconnection Customer Deposit into an escrow account pursuant to the terms and conditions of Article 2 of Attachment 9 of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. **Recitals.** The above Recitals are incorporated into this Amendment as if fully set forth herein.
2. **Defined Terms and Rules of Construction.** All capitalized terms used and not defined in this Amendment shall have the respective meanings set forth in the Agreement.

3. **Amendment to Agreement.** The Agreement is hereby amended as follows:

- a. In lieu of providing 100% of the Interconnection Customer Deposit pursuant to Article 5 of the Agreement, the Interconnection Customer desires to deposit the Interconnection Customer Deposit in escrow with the Escrow Agent (as defined in Article 2 of Attachment 9 of the Agreement) (the “[Project ID Escrow Deposit”).
- b. The EDC is willing to accept such 25-17916 Escrow Deposit fund being delivered to the Escrow Agent pursuant to the terms and conditions of Article 2 of Attachment 9 of the Agreement.
- c. Accordingly, the Interconnection Customer hereby represents and warrants that, as of the Amendment Effective Date, it has wired the 25-17916 Escrow Deposit to the Escrow Agent with confirmation of such deposit attached hereto as Exhibit I.
- d. The Interconnection Customer hereby represents and warrants that it has executed that certain Escrow Agreement by and among the Interconnection Customer, the EDC, and the Escrow Agent dated as of the Amendment Effective Date (the “Escrow Agreement”) with a copy of the Interconnection Customer’s signature page to the Escrow Agreement attached hereto as Exhibit II.
- e. The Parties understand and agree that each Party’s rights and obligations regarding the 25-17916 Escrow Deposit are set forth in Article 2 of Attachment 9 of the Agreement and in the Escrow Agreement and further understand and agree that Article 1 of Attachment 9 of the Agreement shall not be applicable.

4. **Continuing Effectiveness.** Except as specifically amended herein, the Agreement shall remain unmodified and in full force and effect.

5. **Effectiveness.** This Amendment shall be effective on, and shall be binding upon, the Parties upon the full execution and delivery of this Amendment, as of the Amendment Effective Date.

6. **Counterparts.** This Amendment may be executed by the Parties in one or more counterparts, all of which taken together, shall constitute one and the same instrument. The facsimile or pdf signatures of the Parties shall be deemed to constitute original signatures, and facsimile or pdf copies shall be deemed to constitute duplicate originals.

7. **Participation in Drafting.** This Amendment shall be construed as jointly drafted and shall not be construed against either Party on the ground that the Party drafted this Amendment.

[Remainder of page purposefully left blank. Signatures on the following page]

[Signature Page to the Escrow Amendment to the Agreement]

IN WITNESS WHEREOF, the Interconnection Customer has caused this Amendment to be executed by its respective duly authorized representatives as of the date set forth.

Commonwealth Edison Company

Name: _____

Title: _____

Date: _____

Village of Deerfield

Name: _____

Title: _____

Date: _____

EXHIBIT I TO THE ESCROW AMENDMENT

[INTERCONNECTION CUSTOMER TO ATTACH CONFIRMATION OF DEPOSIT OF 25-
17916 ESCROW DEPOSIT]

EXHIBIT II TO THE ESCROW AMENDMENT

**[INTERCONNECTION CUSTOMER TO ATTACH EXECUTED SIGNATURE PAGE OF
THE ESCROW AGREEMENT]**

EXHIBIT B TO ATTACHMENT 9**FORM OF LETTER OF CREDIT****{TO BE ISSUED ON THE LETTERHEAD OF THE ISSUING BANK}**IRREVOCABLE LETTER OF CREDIT NO **[NUMBER]**ISSUE DATE **[DATE]**APPLICANT(S): **[NAME]**
[ADDRESS]BENEFICIARY **[NAME]**
[ADDRESS]STATED AMOUNT: USD \$**[AMOUNT NUMERICAL AND WRITTEN OUT]**EXPIRATION DATE: **[DATE]****ATTN: ENTERPRISE CREDIT**

WE HEREBY ESTABLISH IN YOUR FAVOR, AT THE REQUEST AND FOR THE ACCOUNT OF OUR CUSTOMER, **[APPLICANT]** OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. **[NUMBER]** (THE "LETTER OF CREDIT"), WHEREBY WE HEREBY IRREVOCABLY AUTHORIZE YOU TO DRAW ON US, IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREINAFTER SET FORTH, BY YOUR DRAFT OR DRAFTS AT SIGHT, IN AN AMOUNT NOT TO EXCEED IN THE AGGREGATE US DOLLARS **[AMOUNT IN WRITTEN FORMAT]** (U.S. \$**[NUMERICAL AMOUNT]**) (THE "STATED AMOUNT").

SUBJECT TO THE OTHER PROVISIONS OF THIS LETTER OF CREDIT, **[BENEFICIARY]** MAY OBTAIN THE FUNDS AVAILABLE UNDER THIS LETTER OF CREDIT BY PRESENTMENT TO US OF YOUR SIGHT DRAFTS SUBSTANTIALLY IN THE FORM ATTACHED HERETO AS ATTACHMENT 1 ("SIGHT DRAFT") DRAWN ON **[ISSUING BANK]**. EACH DRAFT PRESENTED TO US MUST BE CONSPICUOUSLY MARKED "DRAWN UNDER **[ISSUING BANK]** LETTER OF CREDIT NO. **[NUMBER]**" AND INCLUDE THE FOLLOWING CERTIFICATION ON BENEFICIARY'S LETTERHEAD DULY AND MANUALLY SIGNED AND DATED BY AN AUTHORIZED OFFICER OF **[BENEFICIARY]** SIGNING AS SUCH THAT: "**[BENEFICIARY]** is entitled to demand payment under the letter the credit pursuant to the Interconnection Agreement.". THEREFORE, WE DEMAND PAYMENT OF USD **[INSERT AMOUNT]** UNDER IRREVOCABLE STANDBY LETTER OF CREDIT NO. **[NUMBER]**."

PARTIAL OR MULTIPLE DRAWINGS BY BENEFICIARY UNDER THIS LETTER OF CREDIT ARE PERMITTED. DEMANDS FOR PAYMENT HEREUNDER HONORED BY THE ISSUER SHALL NOT, IN THE AGGREGATE, EXCEED THE STATED AMOUNT.

PRESENTATION OF SUCH CERTIFICATION SHALL BE MADE ON ANY DAY WHICH IS A BUSINESS DAY FOR US PRIOR TO 5:00 P.M. ET AT OUR OFFICE LOCATED AT [ADDRESS OF ISSUING BANK], ATTENTION: [ISSUING BANK DEPARTMENT]. IF SUCH IS RECEIVED AT SUCH OFFICE, ALL IN CONFORMITY WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, ON OR PRIOR TO THE EXPIRATION DATE HEREOF, WE HEREBY AGREE WITH YOU THAT WE WILL DULY HONOR THE SAME, IN IMMEDIATELY AVAILABLE FUNDS, WITHIN FIVE (5) BUSINESS DAYS FOLLOWING SUCH PRESENTATION.

IN ADDITION TO THE PRESENTATION OF YOUR DEMAND TO OUR ADDRESS MENTIONED ABOVE, PLEASE EMAIL A COPY OF THE DOCUMENTS TO [ISSUING BANK DEPARTMENT EMAIL ADDRESS].

THIS LETTER OF CREDIT IS EFFECTIVE IMMEDIATELY AND EXPIRES ON [DATE].

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL PERIODS OF ONE YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE HEREOF, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO ANY SUCH DATE WE SHALL NOTIFY YOU BY REGISTERED MAIL AND HAND DELIVERED NOTIFICATION AT THE ABOVE ADDRESS THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD.

WE HEREBY UNDERTAKE THAT WE WILL NOT MODIFY, REVOKE OR CANCEL THIS LETTER OF CREDIT WITHOUT YOUR WRITTEN CONSENT. PAYMENT OF DRAFTS DRAWN UNDER THIS LETTER OF CREDIT IS NOT CONTINGENT ON OUR RIGHT TO REIMBURSEMENT FROM THE APPLICANT. THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING, AND SUCH UNDERTAKING SHALL NOT BE MODIFIED, ANNULLED OR AMPLIFIED BY REFERENCE TO ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO HEREIN OR IN WHICH THE LETTER OF CREDIT IS REFERRED OR TO WHICH THE LETTER OF CREDIT RELATES, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT, INSTRUMENT OR AGREEMENT, EXCEPT FOR THE ISP98 (AS DEFINED BELOW).

IF A DEMAND FOR PAYMENT MADE BY [BENEFICIARY] HEREUNDER DOES NOT, IN ANY INSTANCE, CONFORM TO THE TERMS AND CONDITIONS OF THIS LETTER

OF CREDIT, WE SHALL GIVE YOU PROMPT NOTICE THAT THE PURPORTED DEMAND WAS NOT EFFECTED IN ACCORDANCE WITH THIS LETTER OF CREDIT, STATING THE REASONS THEREFOR, AS WE MAY ELECT. UPON RECEIVING THE NOTICE THAT THE PURPORTED DEMAND WAS NOT EFFECTED IN CONFORMITY WITH THIS LETTER OF CREDIT, YOU MAY ATTEMPT TO CORRECT ANY SUCH NONCONFORMING DEMAND FOR PAYMENT IF, AND TO THE EXTENT THAT, YOU AS BENEFICIARY ARE ENTITLED (WITHOUT REGARD TO THE PROVISIONS OF THIS SENTENCE) AND ABLE TO DO SO BEFORE 5:00 P.M. ET ON OR BEFORE THE EXPIRATION DATE.

BY PAYING YOU AN AMOUNT DEMANDED IN ACCORDANCE WITH THIS LETTER OF CREDIT, WE MAKE NO REPRESENTATION AS TO THE CORRECTNESS OF THE AMOUNT DEMANDED OR YOUR REPRESENTATIONS ON THE CERTIFICATIONS REQUIRED OF YOU BY THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNATIONAL STANDBY PRACTICES, ICC PUBLICATION NO. 590 (the "ISP98"), OR BY SUBSEQUENT UNIFORM CUSTOMS AND PRACTICE FIXED BY SUBSEQUENT CONGRESSES OF THE INTERNATIONAL FINANCIAL SERVICES ASSOCIATION AND/OR THE ICC BANKING COMMISSION. THIS LETTER OF CREDIT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF [ILLINOIS], WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

Authorized signature from **[ISSUING BANK]**

ATTACHMENT 1 TO THE LETTER OF CREDIT
SIGHT DRAFT

VIA OVERNIGHT COURIER

[NAME OF ISSUING BANK]

[ADDRESS]

ATTENTION: STANDBY LETTER OF CREDIT DEPARTMENT

RE: DRAWN UNDER IRREVOCABLE LETTER OF CREDIT NO. **[NUMBER]**

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OF BENEFICIARY, HEREBY CERTIFIES TO **[ISSUING BANK]** (THE "ISSUER"), WITH REFERENCE TO OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. **[NUMBER]** (THE "LETTER OF CREDIT") ISSUED BY ISSUER FOR THE APPLICANT IN FAVOR OF BENEFICIARY:

THIS DRAWING UNDER **[ISSUING BANK]** LETTER OF CREDIT NO. **[NUMBER]** IN THE AMOUNT OF U.S. \$ _____ IS BEING MADE IN ACCORDANCE WITH THE LETTER OF CREDIT.

[BENEFICIARY] is entitled to demand payment under the letter the credit pursuant to the Interconnection Agreement.]. THEREFORE, WE DEMAND PAYMENT OF USD [INSERT AMOUNT] UNDER IRREVOCABLE STANDBY LETTER OF CREDIT NO. [NUMBER]."

YOU ARE DIRECTED TO MAKE PAYMENT OF THE REQUIRED DRAWING TO OUR ACCOUNT NO. _____ IN OUR NAME AT [BANK NAME AND ADDRESS].

ON BEHALF OF **[BENEFICIARY]**

NAME (PRINTED): _____

TITLE: _____

EXHIBIT C TO ATTACHMENT 9
FORM OF ESCROW AGREEMENT

ESCROW AGREEMENT
(Basic Three Party Escrow)

THIS ESCROW AGREEMENT (this "Escrow Agreement") is entered into as of _____, 20__, by and among Commonwealth Edison Company ("Party A"), _____ ("Party B", and together with Party A, sometimes referred to individually as "Party" and collectively as the "Parties"), and JPMorgan Chase Bank, N.A. ("Escrow Agent").

WHEREAS, Party A and Party B are parties to that certain Agreement for Interconnection of Distributed Energy Resources Facilities dated [_____, 20__] (the "Interconnection Agreement").

WHEREAS, the Interconnection Agreement sets forth the terms and conditions applicable to the procurement, installation, and construction of such facilities necessary for the interconnection of distributed energy resources facilities for the 25-17916 (the "Project").

WHEREAS, pursuant to the Interconnection Agreement, Party B is required to provide the EDC with a deposit equal to 100% of the estimated, non-binding cost to procure, install, or construct any interconnection facilities and/or distribution upgrades (the "Security Deposit").

WHEREAS, in lieu of Party B providing the EDC with the Security Deposit, Party A and Party B have agreed to deposit in escrow the Security Deposit.

WHEREAS, the Parties wish such Security Deposit to be subject to the terms and conditions set forth herein.

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:

1. **Recitals.** The Recitals to this Agreement are incorporated into and shall constitute a part of this Agreement.
2. **Appointment.** The Parties hereby appoint Escrow Agent as their escrow agent for the purposes set forth herein, and Escrow Agent hereby accepts such appointment under the terms and conditions set forth herein.
3. **Fund; Investment.** (a) Party B agrees to deposit with Escrow Agent the sum of \$_____, which amount shall equal One Hundred Percent (100%) of the Security Deposit (the "Escrow Deposit"). Escrow Agent shall hold the Escrow Deposit in one or more demand deposit accounts and shall invest and reinvest the Escrow Deposit and all interest or other income thereof (the "Fund") in an interest bearing demand deposit account at JPMorgan Chase Bank, N.A., or a successor investment offered by Escrow Agent. The Escrow Agent will use the unique identification for the Fund in the name of the Project as described above (i.e., Project ID). The Fund shall be separated from all other funds or monies that are not associated with this Escrow Agreement or the Project. Interest bearing demand deposit accounts have rates of compensation that may vary from time to time as determined by Escrow Agent. No other investment of the Escrow Deposit will be permitted during the term of this Escrow Agreement. In addition to the Escrow Deposit, Party B shall be responsible for all fees and costs associated with the Fund including, but not limited to, Fund setup costs, including, but not limited to, any costs associated with Know Your Customer (KYC) compliance, Escrow Agent's compensation set forth in Section 7 of this Escrow Agreement, and any fees and costs associated with the interest bearing demand deposit account or a successor investment account for the Fund.

(b) Escrow Agent will not provide supervision, recommendations or advice relating to either the investment of moneys held in the Fund or the purchase, sale, retention or other disposition of any investment described herein, and each Party acknowledges that it was not offered any investment, tax or accounting advice or recommendation by

Escrow Agent with regard to any investment and has made an independent assessment of the suitability and appropriateness of any investment selected hereunder for purposes of this Escrow Agreement. Escrow Agent shall not have any liability for any loss sustained as a result of any investment made pursuant to the terms of this Escrow Agreement or as a result of any liquidation of any investment prior to its maturity. Escrow Agent shall have the right to liquidate any investments held in order to provide funds necessary to make required payments under this Escrow Agreement.

(c) All interest or other income earned under this Escrow Agreement shall be allocated to Party B and reported, by Escrow Agent to the IRS, or any other taxing authority, on IRS Form 1099 or 1042/1042-S (or other appropriate form) as income earned from the Escrow Deposit by Party B whether or not said income has been distributed during such year. Escrow Agent shall withhold any taxes it deems appropriate in the absence of proper tax documentation or as required by law, and shall remit such taxes to the appropriate authorities. The Parties hereby represent to Escrow Agent that no other tax withholding or information reporting of any kind is required by Escrow Agent.

4. Disposition and Termination. (a) The Parties agree that the Escrow Deposit shall be disbursed to Party A on the dates set forth in the Disbursement Schedule attached hereto as Exhibit A-2 to this Escrow Agreement (each such date, a "Scheduled Disbursement") and any interest or income earned on the Escrow Deposit shall be disbursed to Party B on the last Scheduled Disbursement date, in each case, using the wire instructions in Schedule 3 attached hereto. In the event that Party A does not want the Escrow Agent to make any such Scheduled Disbursement, Party A must provide Escrow Agent with written notice no later than two (2) Business Days prior to such Scheduled Disbursement (a "Non-Disbursement Notice"). In the event that Party A desires for the Escrow Agent to disburse the Escrow Deposit other than for a Scheduled Disbursement, Party A shall issue a written instruction to the Escrow Agent in substantially the form of Exhibit A-1 annexed hereto ("Escrow Draw Notice"). Escrow Agent shall comply with each such Scheduled Disbursement, Non-Disbursement Notice, or Escrow Draw Notice without consent from Party B or any other person. The Parties agree that Escrow Agent shall act upon and according to the direction of Party A and that Party B shall have no claim for any inappropriate instructions, orders, or notice. For the avoidance of doubt, the Parties acknowledge and agree that Party B shall have no right to object to a Scheduled Disbursement or an Escrow Draw Notice delivered pursuant to this Section 4(a) and any objection or other instruction which attempts to prevent or delay the release of any such funds requested pursuant to a Scheduled Disbursement or an Escrow Draw Notice hereunder shall be of no force or effect and shall be ignored by the Escrow Agent without any liability. The Escrow Agent may rely upon the validity, accuracy and content of the statements contained in any Escrow Draw Notice delivered pursuant to this Section 4(a).

Notwithstanding anything to the contrary, except for transfers or distributions pursuant to a Scheduled Disbursement, any instructions in any way related to the transfer or distribution of the Fund must, in order to be deemed delivered and effective, be in writing and executed by the appropriate Party or Parties as evidenced by the signatures of the person or persons signing this Escrow Agreement or one of the designated persons as set forth on the Designation of Authorized Representatives attached hereto as Schedule 1-A for Party A and Schedule 1-B for Party B (for the avoidance of doubt, Party B shall not have the right to unilaterally instruct the Escrow Agent to disburse the Fund or any portion thereof) (each an "Authorized Representative"), and delivered to Escrow Agent through an online platform offered by Escrow Agent's escrow services business ("Escrow Direct") or by another method approved in writing by Escrow Agent. Escrow Agent shall not act upon any instruction for or related to the transfer or distribution of the Fund that does not satisfy the requirements herein and will not be liable to any Party or other person for such failure to act. Escrow Agent may rely and act in good faith upon the confirmation of anyone purporting to be an Authorized Representative in connection with any of Escrow Agent's verifying callbacks or email confirmations. Notwithstanding anything to the contrary, the Parties acknowledge and agree that Escrow Agent (i) shall have no obligation to take any action in connection with this Escrow Agreement on a non-Business Day and any action Escrow Agent may otherwise be required to perform on a non-Business Day may be performed by Escrow Agent on the following Business Day and (ii) shall not transfer or distribute the Fund until Escrow Agent has completed its security procedures.

(b) Each Party authorizes Escrow Agent to use the funds account transfer instructions ("Standing Instructions") specified for it in Schedule 3 attached hereto (as may be supplemented from time to time as described below) to disburse any funds due to such Party, without a verifying callback or email confirmation as set forth below.

(c) If any funds account transfer instructions other than Standing Instructions are set forth in a permitted instruction from Party A in accordance with this Escrow Agreement, Escrow Agent shall confirm such funds account transfer instructions by a telephone callback or email confirmation to an Authorized Representative of Party A and thereafter, such funds account transfer instructions shall also be considered the applicable Party's Standing Instructions hereunder. To the extent a callback or email confirmation is required, no funds will be disbursed until such confirmation occurs. If multiple disbursements are provided for under this Escrow Agreement pursuant to any Standing Instructions, only the date, amount and/or description of payments may change without requiring a telephone callback or email confirmation.

(d) The persons designated as Authorized Representatives and telephone numbers and email addresses for same may be changed only in a writing executed by an Authorized Representative or other duly authorized person of the applicable Party setting forth such changes and actually received by Escrow Agent via facsimile or as a Portable Document Format ("PDF") attached to an email or through Escrow Direct. Escrow Agent shall confirm any such change in Authorized Representatives by a telephone callback or email confirmation according to its security procedures.

(e) Escrow Agent and other financial institutions, including any intermediary bank and the beneficiary's bank, may rely upon the identifying number of the beneficiary, the beneficiary's bank or any intermediary bank included in a funds account transfer instruction, even if it identifies a person different from the beneficiary, the beneficiary's bank or intermediary bank identified by name. It is understood that the purpose of Escrow Agent's security procedures is to verify the authenticity of, and not to detect errors, other than clear or manifest errors, in, instructions.

(f) As used in this Escrow Agreement, "Business Day" shall mean any day other than a Saturday, Sunday or any other day on which Escrow Agent located at the notice address set forth below is authorized or required by law or executive order to remain closed. The Parties acknowledge that the security procedures set forth in this Section 4 are commercially reasonable. Upon delivery of the Fund in full by Escrow Agent, unless the Fund (or a portion thereof) is returned to Escrow Agent, this Escrow Agreement shall terminate and all the related account(s) shall be closed, subject to the provisions of Sections 6 and 7.

(g) Notwithstanding anything to the contrary contained in this Escrow Agreement, in the event that an electronic signature is affixed to an instruction issued hereunder to disburse or transfer funds, such instruction shall be confirmed by a verifying callback (or email confirmation) to an Authorized Representative of the Party that issued the instruction.

(h) In the event that Escrow Agent receives communication from a person Escrow Agent determines is not an Authorized Representative, it shall promptly notify the Parties of such communication and cooperate with the Parties as reasonably requested.

5. **Escrow Agent.** Escrow Agent shall comply with laws and regulations applicable to it as an Escrow Agent and have only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties, including but not limited to any fiduciary duty, shall be implied. Notwithstanding anything to the contrary, Escrow Agent has no knowledge of, nor any obligation to comply with, the terms and conditions of any other agreement, including the Interconnection Agreement, Escrow Agent shall not be responsible for determining the meaning of any capitalized term not entirely defined herein, nor shall Escrow Agent be required to determine if any Party has complied with any other agreement. Notwithstanding the terms of any other agreement, the terms and conditions of this Escrow Agreement shall control the actions of Escrow Agent. Escrow Agent may conclusively rely upon any written notice, document, instruction or request delivered by Party A or the Parties believed by it in good faith to be genuine and to have been signed by an Authorized Representative(s), as applicable, without inquiry and without requiring substantiating evidence of any kind, Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy, or content of any such document, notice, instruction or request. With respect to any instruction or notice from a Party that Escrow Agent has received, Escrow Agent shall be entitled to conclusively presume that the other Party (or Parties) has simultaneously received such instruction or notice. Any notice, document, instruction, or request delivered by a Party but not contemplated under this Escrow Agreement may be disregarded by Escrow Agent. ESCROW AGENT SHALL NOT BE LIABLE FOR ANY ACTION TAKEN, SUFFERED OR OMITTED TO BE TAKEN BY IT IN GOOD FAITH EXCEPT TO THE EXTENT THAT

ESCROW AGENT'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ESCROW AGENT'S FAILURE TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS WAS THE CAUSE OR OTHERWISE GAVE RISE TO ANY DIRECT LOSS TO EITHER PARTY. Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents. In the event Escrow Agent shall be uncertain, or believes there is some ambiguity, as to its duties or rights hereunder or receives instructions, claims or demands from any Party hereto which in Escrow Agent's judgment conflict with the provisions of this Escrow Agreement, or if Escrow Agent receives conflicting instructions from the Parties, Escrow Agent shall promptly notify Party A of such uncertainty or ambiguity prior to taking any action. Except in the case of a Scheduled Disbursement (as to which this sentence shall not apply), if, after providing notice to Party A of such uncertainty or ambiguity, the Escrow Agent still believes there is some ambiguity, uncertainty or conflict, Escrow Agent shall be entitled either to: (a) refrain from taking any action until it shall be given (i) a written direction executed by an Authorized Representative of Party A which eliminates such ambiguity or conflict or (ii) a court order issued by a court of competent jurisdiction (it being understood that Escrow Agent shall be entitled conclusively to rely and act upon any such court order and shall have no obligation to determine whether any such court order is final); or (b) file an action in interpleader. Escrow Agent shall have no duty to solicit any payments which may be due it or any accounts governed by this Escrow Agreement, including, without limitation, the Escrow Deposit nor shall Escrow Agent have any duty or obligation to confirm or verify the accuracy or correctness of any amounts deposited with it hereunder. The Parties grant to Escrow Agent a lien and security interest in the Fund in order to secure any indemnification obligations of the Parties or obligation for fees or expenses owed to Escrow Agent hereunder. ANYTHING IN THIS ESCROW AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL ESCROW AGENT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS), EVEN IF ESCROW AGENT HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGE AND REGARDLESS OF THE FORM OF ACTION.

6. **Succession.** Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving no less than thirty (30) days advance notice in writing of such resignation to the Parties or may be removed, with or without cause, by Party A at any time after giving not less than thirty (30) days advance written notice to Escrow Agent. Escrow Agent's sole responsibility after such thirty (30) day notice period expires shall be to hold the Fund (without any obligation to reinvest the same) and to deliver the same to a designated substitute escrow agent, if any, appointed by Party A or in accordance with the directions of a final court order, at which time of delivery, Escrow Agent's obligations hereunder shall cease and terminate. If prior to the effective resignation or removal date, Party A has failed to appoint a successor escrow agent, or to instruct Escrow Agent to deliver the Fund to another person as provided above, or if such delivery is contrary to applicable law, at any time on or after the effective resignation date, Escrow Agent may either (a) interplead the Fund with a court located in the State of Illinois and the costs, expenses, and reasonable attorney's fees which are incurred in connection with such proceeding may be charged against and withdrawn from the Fund; or (b) appoint a successor escrow agent of its own choice. Any appointment of a successor escrow agent shall be binding upon the Parties and no appointed successor escrow agent shall be deemed to be an agent of Escrow Agent. Escrow Agent shall deliver the Fund to any appointed successor escrow agent, at which time Escrow Agent's obligations under this Agreement shall cease and terminate. Any entity into which Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business may be transferred, shall be Escrow Agent under this Escrow Agreement without further act.

7. **Compensation; Acknowledgment.** Party B agrees to pay Escrow Agent upon execution of this Escrow Agreement and from time to time thereafter reasonable compensation for the services to be rendered hereunder, which unless otherwise agreed in writing, shall be as described in Schedule 2. The Parties agree that, notwithstanding anything to the contrary, to the extent any Party deposits such compensation into an account governed by this Escrow Agreement, Escrow Agent shall have the right to withdraw such compensation from such account. Each of the Parties further agrees to the disclosures and agreements set forth in Schedule 2.

8. **Indemnification and Reimbursement.** The Parties agree jointly and severally to indemnify, defend, hold harmless, pay or reimburse Escrow Agent and its affiliates and their respective successors, assigns, directors, agents and employees (the "Indemnitees") from and against any and all losses, damages, claims, liabilities, taxes (other than taxes on income earned by an Indemnatee in connection herewith), costs or expenses (including attorney's fees) (collectively "Losses"), resulting directly or indirectly from (a) Escrow Agent's performance of this Escrow Agreement, except to the extent that such Losses are finally determined by a court of competent jurisdiction to have been caused by the gross negligence, willful misconduct, or bad faith of such Indemnatee; and (b) Escrow Agent's

following, accepting or acting upon any instructions or directions, whether joint or singular, from the Parties received in accordance with this Escrow Agreement. The Parties hereby grant Escrow Agent a right of set-off against the Fund for the payment of any claim for indemnification, fees, expenses and amounts due to Escrow Agent or an Indemnitee. The obligations set forth in this Section 8 shall survive the resignation, replacement, or removal of Escrow Agent or the termination of this Escrow Agreement.

9. **Notices.** Except as otherwise provided in Section 3, all communications hereunder shall be in writing (which may be a PDF attached to an email) and shall be delivered by facsimile or email, to the appropriate fax number or email address set forth for each party as follows:

If to Party A:

(street address)
(City, state [*country*], zip [*postal code*])
Attention:
Tel No.:
Fax No.: N/A
Email Address:
treasuryoperations@exeloncorp.com
comedescrowloc@comed.com
Interconnect@comed.com

Account statements
and billing: [\[same as above\]](#)

With copies to:

(street address)
(City, state [*country*], zip [*postal code*])
Attention:
Tel No.:
Fax No.:
Email Address:

If to Party B:

(street address) [REDACTED]
(City, state [*country*], zip [*postal code*]) [REDACTED]
Attention: [REDACTED]
Tel No.: [REDACTED]
Fax No.: [REDACTED]
Email Address: [REDACTED]

Account statements
and billing: [\[Insert address if different from above\]](#)

With copies to:

(street address) [REDACTED]
(City, state [*country*], zip [*postal code*]) [REDACTED]
Attention: [REDACTED]
Tel No.: [REDACTED]
Fax No.: [REDACTED]
Email Address: [REDACTED]

If to Escrow Agent:

JPMorgan Chase Bank, N.A.
Rory Nowakowski, Escrow Services

712 Main Street, 5th Floor
Houston, Texas 77002
Fax No.: (713) 216-6927
Email Address: sw.escrow@jpmorgan.com

THE PARTIES AGREE THAT ANY INSTRUCTIONS IN ANY WAY RELATED TO THE TRANSFER OR DISTRIBUTION OF THE FUND MUST BE THROUGH ESCROW DIRECT OR AS OTHERWISE SET FORTH IN SECTION 4(A).

10. **Compliance with Directives.** In the event that a legal garnishment, attachment, levy, restraining notice, court order, or other governmental order (a "Directive") is served with respect to any of the Fund, or the delivery thereof shall be stayed or enjoined by a Directive, Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all such Directives so entered or issued, and in the event that Escrow Agent obeys or complies with any such Directive it shall not be liable to any of the Parties hereto or to any other person by reason of such compliance notwithstanding such Directive be subsequently reversed, modified, annulled, set aside or vacated.

11. **Miscellaneous.** (a) The provisions of this Escrow Agreement may be waived, altered, amended or supplemented only by a writing signed by Escrow Agent and the Parties. Neither this Escrow Agreement nor any right or interest hereunder may be assigned by any Party without the prior consent of Escrow Agent and the other Party and any assignment in violation of this Escrow Agreement shall be ineffective and void. This Escrow Agreement shall be governed by and construed under the laws of the State of Illinois. Each Party and Escrow Agent irrevocably waives any objection on the grounds of venue, forum non-conveniens, or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the State of Illinois. To the extent that in any jurisdiction either Party may now or hereafter be entitled to claim for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process or immunity from liability, such Party shall not claim, and hereby irrevocably waives, such immunity. Escrow Agent and the Parties further hereby knowingly, voluntarily and intentionally irrevocably waive, to the fullest extent permitted by applicable law, any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Escrow Agreement.

(b) No party to this Escrow Agreement is liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Escrow Agreement because of, acts of God, fire, war, terrorism, floods, strikes, public health emergencies, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control; provided, however that such cause must directly impact or otherwise prevent the party from performing its obligations. This Escrow Agreement and any instructions from the Parties may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument or instruction, as applicable. This Escrow Agreement may be executed and transmitted by facsimile or as a PDF attached to an email and each such execution shall be of the same legal effect, validity and enforceability as a manually executed original, wet-inked signature. If any provision of this Escrow Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The Parties each represent, warrant and covenant that (i) each document, notice, instruction, or request provided by such Party to Escrow Agent shall comply with applicable laws and regulations; (ii) such Party has full power and authority to enter into this Escrow Agreement and to perform all of the duties and obligations to be performed by it hereunder; and (iii) the person(s) executing this Escrow Agreement on such Party's behalf and certifying Authorized Representatives in the applicable Schedule 1 has been duly and properly authorized to do so, and each Authorized Representative of such Party has been duly and properly authorized to take actions specified for such person in the applicable Schedule 1. Except as expressly provided in Section 8 above, nothing in this Escrow Agreement, whether express or implied, shall be construed to give to any person or entity other than Escrow Agent and the Parties any legal or equitable right, remedy, interest, or claim under or in respect of the Fund or this Escrow Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the date set forth above.

PARTY A

By: _____
Name: _____
Title: _____
Phone: _____
Email: _____

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the date set forth above.

PARTY B

By: _____

Name: _____

Title: _____

Phone: _____

Email:

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the date set forth above.

ESCROW AGENT
JPMORGAN CHASE BANK, N.A.

By: _____
Name: Paul Gilliam
Title: Vice President

EXHIBIT A-1

FORM OF ESCROW DRAW NOTICE

JPMorgan Chase Bank, N.A.
Rory Nowakowski, Escrow Services
712 Main Street, 5th Floor
Houston, Texas 77002
Fax No.: (713) 216-6927
Email Address: sw.escrow@jpmorgan.com

[Date]

Re: [Name of Parties] – Escrow Agreement dated []
Escrow Account no. []

Dear Sir/Madam:

We refer to an escrow agreement dated [] among [], [] and JPMorgan Chase Bank, N.A., as Escrow Agent (the “Escrow Agreement”).

Capitalized terms in this letter that are not otherwise defined shall have the same meaning given to them in the Escrow Agreement.

Pursuant to Section [] of the Escrow Agreement, Party A instruct[s] Escrow Agent to release [the entirety of the Escrow Deposit] [the portion of the Escrow Deposit specified below] to the specified party as instructed below.

[Amount (In writing): [INSERT ONLY IF LESS THAN ENTIRE ESCROW DEPOSIT IS BEING DISBURSED]]

Beneficiary:

City:

Country:

US Instructions:

Bank Name:

Bank Address:

ABA Number:

Credit A/C Name:

Credit A/C #:

Credit A/C Address:

If Applicable:

FFC A/C Name:

FFC A/C #:

FFC A/C Address:

International Instructions:

Bank Name:

Bank Address

SWIFT Code:

US Pay Through ABA:

Credit A/C Name:

Credit A/C # (IBAN #):

Credit A/C Address:

If Applicable:

FFC A/C Name:

Project Number: 25-17916

420.00 kW

FFC A/C # (IBAN #):

FFC A/C Address:

PARTY A:

By: _____

Name:

Title:

**EXHIBIT A-2
DISBURSEMENT SCHEDULE**

Milestone (as set forth in Attachment 3 of the Interconnection Agreement)	Amount of Disbursement	Scheduled Disbursement
Milestone 3.1.1 Project Authorization (25%)	\$	, 20
Milestone 3.1.3 Materials (25%)	\$	, 20
Milestone 3.1.4 Construction (50%)	\$	, 20
Total	\$	

In addition to the above Disbursement Schedule, and pursuant to Section 4, Party A may deliver an Escrow Draw Notice to the Escrow Agent instructing Escrow Agent to disburse the Escrow Deposit or any portion thereof, to Party A. The Parties agree that Escrow Agent shall act upon and according to the direction of Party A and that Party B shall have no claim for any inappropriate instructions, orders, or notice. Party B shall not have the right to unilaterally instruct the Escrow Agent to disburse the Fund or any portion thereof.

Schedule 1-A

[Insert name of PARTY A]

**DESIGNATION OF AUTHORIZED
REPRESENTATIVES**

The undersigned, _____, being the duly elected, qualified and acting
_____ of _____ ("Party A"), does hereby certify:

1. That each of the following representatives is at the date hereof an Authorized Representative, as such term is defined in the Escrow Agreement, by and among Party A, Party B, and Escrow Agent to which this Schedule is attached (the "Escrow Agreement"), that the signature appearing opposite each Authorized Representative's name is the true and genuine signature of such Authorized Representative, and that each Authorized Representative's contact information is current and up-to-date at the date hereof. Each of the Authorized Representatives is authorized to issue instructions, confirm funds transfer instructions by callback or email confirmation and effect changes in Authorized Representatives on behalf of Party A, all in accordance with the terms of the Escrow Agreement. Callbacks or emails confirming an instruction shall be made to an Authorized Representative other than the Authorized Representative who issued the instruction unless (a) only a single Authorized Representative is designated below, (b) the information set forth below changes and is not updated by Party A such that only the Authorized Representative who issued the instruction is available to receive a callback or email confirmation, or (c) Party A is an individual. Party A acknowledges that pursuant to this Schedule, Escrow Agent is offering an option for callback or email confirmation to a different Authorized Representative, and if Party A nevertheless names only a single Authorized Representative or fails to update Authorized Representative information, Party A agrees to be bound by any instruction, whether or not authorized, confirmed by callback or email confirmation to the issuer of the instruction.

[Insert names and contact information of individuals who can be readily available to provide instructions and/or confirm disbursements on the telephone, as needed. Authorized Representatives may be set up on and receive requests to e-sign documents on JPMorgan's online Escrow Direct platform but will maintain the option to manually sign as well.]

NAME	SIGNATURE	DIRECT TELEPHONE, CELL NUMBER and EMAIL ADDRESS
_____	_____	(ph) _____ (cell) _____ (email) _____
_____	_____	(ph) _____ (cell) _____ (email) _____
_____	_____	(ph) _____ (cell) _____ (email) _____

2. Email confirmation not accompanied by other means of authentication (such as DocuSign initiated by Escrow Agent) approved by Escrow Agent is only permitted to a corporate email address (and not a personal email address) for purposes of this Schedule.
3. This Schedule may be signed in counterparts and the undersigned certifies that any signature set forth on an attachment to this Schedule is the true and genuine signature of an Authorized Representative

and that each such Authorized Representative's contact information is current and up-to-date at the date hereof.

4. That pursuant to Party A's governing documents, as amended, the undersigned has the power and authority to execute this Schedule on behalf of Party A.
5. Notwithstanding the above, if Party A is an individual and the sole Authorized Representative, no signature will be required below.

Signature: _____
Name: _____
Title: _____

**FOR YOUR SECURITY, PLEASE CROSS OUT ALL UNUSED SIGNATURE LINES ON THIS
SCHEDULE 1-A**

All instructions, including but not limited to funds transfer instructions, whether transmitted by facsimile, set forth in a PDF attached to an email or through an online platform offered by Escrow Agent's escrow services business, must include the signature (or electronic signature subject to the conditions set forth in the Escrow Agreement) of the Authorized Representative authorizing said funds transfer on behalf of such Party.

Schedule 1-B

[Insert name of PARTY B]

DESIGNATION OF AUTHORIZED REPRESENTATIVES

The undersigned, _____, being the duly elected, qualified and acting _____ of _____ ("Party B"), does hereby certify:

1. That each of the following representatives is at the date hereof an Authorized Representative, as such term is defined in the Escrow Agreement, by and among Party A, Party B, and Escrow Agent to which this Schedule is attached (the "Escrow Agreement"), that the signature appearing opposite each Authorized Representative's name is the true and genuine signature of such Authorized Representative, and that each Authorized Representative's contact information is current and up-to-date at the date hereof. Each of the Authorized Representatives is authorized to confirm funds transfer instructions by callback or email confirmation and effect changes in Authorized Representatives on behalf of Party B, all in accordance with the terms of the Escrow Agreement. Callbacks or emails confirming an instruction shall be made to an Authorized Representative other than the Authorized Representative who issued the instruction unless (a) only a single Authorized Representative is designated below, (b) the information set forth below changes and is not updated by Party B such that only the Authorized Representative who issued the instruction is available to receive a callback or email confirmation, or (c) Party B is an individual. Party B acknowledges that pursuant to this Schedule, Escrow Agent is offering an option for callback or email confirmation to a different Authorized Representative, and if Party B nevertheless names only a single Authorized Representative or fails to update Authorized Representative information, Party B agrees to be bound by any instruction, whether or not authorized, confirmed by callback or email confirmation to the issuer of the instruction.

[Insert names and contact information of individuals who can be readily available to provide instructions and/or confirm disbursements on the telephone, as needed. Authorized Representatives may be set up on and receive requests to e-sign documents on JPMorgan's online Escrow Direct platform but will maintain the option to manually sign as well.]

NAME	SIGNATURE	DIRECT TELEPHONE, CELL NUMBER and EMAIL ADDRESS
_____	_____	(ph) _____ (cell) _____ (email) _____
_____	_____	(ph) _____ (cell) _____ (email) _____
_____	_____	(ph) _____ (cell) _____ (email) _____

- Email confirmation not accompanied by other means of authentication (such as DocuSign initiated by Escrow Agent) approved by Escrow Agent is only permitted to a corporate email address (and not a personal email address) for purposes of this Schedule.
- This Schedule may be signed in counterparts and the undersigned certifies that any signature set forth on an attachment to this Schedule is the true and genuine signature of an Authorized Representative

and that each such Authorized Representative's contact information is current and up-to-date at the date hereof.

4. That pursuant to Party B's governing documents, as amended, the undersigned has the power and authority to execute this Schedule on behalf of Party B.
5. Notwithstanding the above, if Party B is an individual and the sole Authorized Representative, no signature will be required below.

Signature: _____
Name: _____
Title: _____

**FOR YOUR SECURITY, PLEASE CROSS OUT ALL UNUSED SIGNATURE LINES ON THIS
SCHEDULE 1-B**

All instructions, including but not limited to funds transfer instructions, whether transmitted by facsimile, set forth in a PDF attached to an email or through an online platform offered by Escrow Agent's escrow services business, must include the signature (or electronic signature subject to the conditions set forth in the Escrow Agreement) of the Authorized Representative authorizing said funds transfer on behalf of such Party.

SCHEDULE 2

J.P.Morgan

Schedule of Fees and Disclosures for Escrow Agent Services

Account Acceptance Fee \$WAIVED

Encompassing review, negotiation and execution of governing documentation, opening of the account, and completion of all due diligence documentation. Payable upon closing.

ONE-TIME Administration Fee \$3,500.00

The Administration Fee covers our usual and customary ministerial duties, including record keeping, distributions, document compliance and such other duties and responsibilities expressly set forth in the governing documents for each transaction. Payable upon closing and annually in advance thereafter, without pro-rata for partial years.

Extraordinary Services and Out-of-Pocket Expenses: Escrow Agent or any of its affiliates may receive compensation with respect to any investment directed hereunder including without limitation charging any applicable agency fee or trade execution fee in connection with each transaction. Any additional services beyond our standard services as specified above, and all reasonable out-of-pocket expenses including attorney's or accountant's fees and expenses will be considered extraordinary services for which related costs, transaction charges, and additional fees will be billed at Escrow Agent's then standard rate. Escrow Agent may impose, charge, debit, pass-through and modify fees and/or charges for any account established and services provided by Escrow Agent, including but not limited to, transaction, maintenance, balance-deficiency, and service fees, agency or trade execution fees, and other charges, including those levied by any governmental authority.

Fee Disclosure & Assumptions: Please note that the fees quoted are based on a review of the transaction documents provided and an internal due diligence review, and assumes the escrow deposit will be continuously invested in an interest bearing demand deposit account at JPMorgan Chase Bank, N.A. Escrow Agent reserves the right to revise, modify, change and supplement the fees quoted herein if the assumptions underlying the activity in the account, level of balances, market volatility or other factors change from those used to set the fees described herein.

Payment of the invoice is due upon receipt.

Disclosures and Agreements:

Taxes. The Parties shall duly complete such tax documentation or other procedural formalities necessary for Escrow Agent to complete required tax reporting and for the relevant Party to receive interest or other income without withholding or deduction of tax in any jurisdiction. Should any information supplied in such tax documentation change, the Parties shall promptly notify Escrow Agent. Escrow Agent shall withhold any taxes it deems appropriate in the absence of proper tax documentation or as required by law, including without limitation, the Foreign Account Tax Compliance Act ("FATCA"), and shall remit such taxes to the appropriate authorities.

Know Your Customer. To assist in the prevention of the funding of terrorism and money laundering activities, applicable law may require financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for the Parties: when the Parties open an account, Escrow Agent may ask for each Party's name, address, date of birth (for natural persons), and/or other information and documents that will allow Escrow Agent to identify such Party. Escrow Agent may also request and obtain certain information from third party vendors regarding any Party. To fulfill Escrow Agent's "know your customer" responsibilities and in connection with its performance of this Agreement, Escrow Agent may request information and/or documentation from each Party from time to time, including, without limitation, regarding such Party's organization, business and, to the extent applicable, beneficial owner(s) of such Party, including relevant natural or legal persons, and such Party shall procure and furnish the same to Escrow Agent in a timely manner. Any information and/or documentation furnished by any Party is the sole responsibility of such Party and Escrow Agent is entitled to rely on the information and/or documentation without making any verification whatsoever (except for the authentication under the security procedures, as applicable). Each Party represents and warrants that all such information and/or documentation is true, correct and not misleading and shall advise Escrow Agent promptly of any changes and, except as prohibited by applicable law, such Party agrees to provide complete responses to Escrow Agent's requests within the timeframes specified. If any Party fails to provide or consent to the provision of any information required by this paragraph, Escrow Agent may suspend or discontinue providing any service hereunder and resign pursuant to this Agreement.

OFAC Disclosure. Escrow Agent is required to act in accordance with the laws and regulations of various jurisdictions relating to the prevention of money laundering and the implementation of sanctions, including but not limited to regulations issued by the U.S. Office of Foreign Assets Control. Escrow Agent is not obligated to execute payment orders or effect any other transaction where the beneficiary or

other payee is a person or entity with whom Escrow Agent is prohibited from doing business by any law or regulation applicable to Escrow Agent, or in any case where compliance would, in Escrow Agent's opinion, conflict with applicable law or banking practice or its own policies and procedures. Where Escrow Agent does not execute a payment order or effect a transaction for such reasons, Escrow Agent may take any action required by any law or regulation applicable to Escrow Agent including, without limitation, freezing or blocking funds. Transaction screening may result in delays in the posting of transactions.

Loss of Contact & Unclaimed Property. Escrow Agent is required to act in accordance with the laws and regulations of various states and jurisdictions relating to unclaimed property, escheatment, abandoned property, or similar law and, accordingly, shall be entitled, but not obligated, to report and remit dormant funds to any state as unclaimed property in accordance with such laws and regulations. Without limitation of the foregoing, notwithstanding any instruction to the contrary, Escrow Agent shall not be liable to any Party for any amount disbursed from an account maintained under this Agreement to a government entity or public official in compliance with any applicable unclaimed property, escheatment, abandoned property, or similar law. Similarly, Escrow Agent shall not be liable to any party for failing to disburse an amount from an account maintained under this Agreement to a government entity or public official in compliance with any applicable unclaimed property, escheatment, abandoned property, or similar law.

Should Escrow Agent reasonably determine that it has lost contact with the Parties for three (3) years or more, Escrow Agent may send to the Parties a notice of inactivity to the addresses and in the manner set forth in Section 9 of this Agreement. Should the Parties fail to respond to such notice of inactivity within sixty (60) days, Escrow Agent may, in its sole judgment, consider the Fund as payable and distributable for purposes of state unclaimed property laws as of the date of last contact with the Parties. In the absence of any agreement to the contrary, at the end of the applicable dormancy period, Escrow Agent may report and remit the Fund, listing the Parties as co-owners, to the state of the account holder's last-known address as set forth in this Agreement.

Information. The Parties authorize Escrow Agent to disclose information with respect to this Agreement and the account(s) established hereunder, the Parties, or any transaction hereunder if such disclosure is: (i) necessary in Escrow Agent's opinion, for the purpose of allowing Escrow Agent to perform its duties and to exercise its powers and rights hereunder or for operational or risk management purposes or compliance with legal, tax and regulatory requirements, including, without limitation, FATCA; (ii) to a proposed assignee of the rights of Escrow Agent; (iii) to a branch, affiliate, subsidiary, employee or agent of Escrow Agent or to their auditors, regulators or legal advisers or to any competent court; (iv) to the auditors of any of the Parties; or (v) required by applicable law, regardless of whether the disclosure is made in the country in which each Party resides, in which the escrow account is maintained, or in which the transaction is conducted. The Parties agree that such disclosures by Escrow Agent and its affiliates may be transmitted across national boundaries and through networks, including those owned by third parties.

Acknowledgment of Compensation and Multiple Roles. Escrow Agent is authorized to act under this Agreement notwithstanding that Escrow Agent or any of its subsidiaries or affiliates (such subsidiaries and affiliates hereafter individually called an "Affiliate" and collectively called "Affiliates") may (A) receive fees or derive earnings (float) as a result of providing an investment product or account on the books of Escrow Agent pursuant to this Agreement or for providing services or referrals with respect to investment products, or (B) (i) act in the same transaction in multiple capacities, (ii) engage in other transactions or relationships with the same entities to which Escrow Agent may be providing escrow or other services under this Agreement, (iii) refer clients to an Affiliate for services or (iv) enter into agreements under which referrals of escrow or related transactions are provided to Escrow Agent. JPMorgan Chase Bank, N.A. may earn compensation from any of these activities in addition to the fees charged for services under this Agreement.

FDIC Disclosure. In the event Escrow Agent becomes insolvent or enters into receivership, Escrow Agent may provide to the Federal Deposit Insurance Corporation ("FDIC") account balance information for any account governed by this Agreement, as reflected on Escrow Agent's end-of-day ledger balance, and the customer name and tax identification number associated with such accounts for the purposes of determining the appropriate deposit insurance coverage. Funds held in such accounts will be insured by the FDIC under its applicable rules and limits.

THE FOLLOWING DISCLOSURES ARE REQUIRED TO BE PROVIDED UNDER APPLICABLE U.S. REGULATIONS, INCLUDING, BUT NOT LIMITED TO, FEDERAL RESERVE REGULATION D. WHERE SPECIFIC INVESTMENTS ARE NOTED BELOW, THE DISCLOSURES APPLY ONLY TO THOSE INVESTMENTS AND NOT TO ANY OTHER INVESTMENT.

Demand Deposit Account Disclosure. Escrow Agent is authorized, for regulatory reporting and internal accounting purposes, to divide an escrow demand deposit account maintained in the U.S. in which the Fund is held into a demand deposit internal account and a savings internal account, and to transfer funds on a daily basis between these internal accounts on Escrow Agent's general ledger in accordance with U.S. law at no cost to the Parties. Escrow Agent will record the internal accounts and any transfers between them on Escrow Agent's books and records only. The internal accounts and any transfers between them will not affect the Fund, any investment or disposition of the Fund, use of the escrow demand deposit account or any other activities under this Agreement, except as described herein. Escrow Agent will establish a target balance for the demand deposit internal account, which may change at any time. To the extent funds in the demand deposit internal account exceed the target balance, the excess will be transferred to the savings internal account, unless the maximum number of transfers from the savings internal account for that calendar month or statement cycle has already occurred. If withdrawals from the demand deposit internal account exceeds the available balance in the demand deposit internal account, funds from the savings internal account will be

transferred to the demand deposit internal account up to the entire balance of available funds in the savings internal account to cover the shortfall and to replenish any target balance that Escrow Agent has established for the demand deposit internal account. If a sixth transfer is needed during a calendar month or statement cycle, it will be for the entire balance in the savings internal account, and such funds will remain in the demand deposit internal account for the remainder of the calendar month or statement cycle.

Account Use. The Parties acknowledge and agree that the Fund may not be deposited or withdrawn by the Parties unless pursuant to the terms of this Agreement and consistent with the underlying purpose of this Agreement as communicated to Escrow Agent by the Parties, and the Fund will not be used for the general operating needs of the Parties while the Fund is held in any accounts governed by this Agreement.

Unlawful Internet Gambling. The use of any account to conduct transactions (including, without limitation, the acceptance or receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful Internet gambling is strictly prohibited.

Recordings. Each Party and Escrow Agent consent to the other party or parties making and retaining recordings of telephone conversations between any Party or Parties on one hand and Escrow Agent on the other hand in connection with Escrow Agent's security procedures.

Use of Electronic Records and Signatures. As used in this Agreement, the terms "writing" and "written" include electronic records, and the terms "execute", "signed" and "signature" include the use of electronic signatures. Notwithstanding any other provision of this Agreement or the attached Exhibits and Schedules, any electronic signature that is presented as the signature of the purported signer, regardless of the appearance or form of such electronic signature, may be deemed genuine by Escrow Agent in Escrow Agent's sole discretion, and such electronic signature shall be of the same legal effect, validity and enforceability as a manually executed, original, wet-inked signature. Any electronically signed agreement shall be an "electronic record" established in the ordinary course of business and any copy shall constitute an original for all purposes. The terms "electronic signature" and "electronic record" shall have the meanings ascribed to them in 15 USC § 7006. This Agreement and any instruction or other document furnished hereunder may be transmitted by facsimile or as a PDF file attached to an email.

SCHEDULE 3**STANDING INSTRUCTIONS**

Party A:		Party B:	
Bank Name:		Bank Name:	
Bank Address:		Bank Address:	
ABA number:		ABA number:	
Credit A/C Name:		Credit A/C Name:	
Credit A/C #		Credit A/C #	
If Applicable:		If Applicable:	
FFC A/C Name:		FFC A/C Name:	
FFC A/C #:		FFC A/C #:	
FFC A/C Address:		FFC A/C Address:	

SCHEDULE 4**ESCROW DIRECT (ONLINE PLATFORM) – ADDITIONAL USERS**

Please list the names and email addresses of any additional contacts other than Authorized Representatives and contacts with email addresses listed in the Notice Section who shall have access for this transaction in Escrow Direct. Note that Authorized Representatives will be entitled to full access to Escrow Direct and contacts with email addresses in the notice section will automatically be added as additional users.

Party A:

Name: _____

Email Address: _____

Name: _____

Email Address: _____

Party B:

Name: _____

Email Address: _____

Name: _____

Email Address: _____