



Our Mission: *To foster an environment of economic growth and opportunity through effective partnerships with our citizens, businesses, and visitors while maintaining a high standard for quality of life in a progressive community which embraces its heritage.*

**City of Oregon Council Agenda,
Tuesday October 8th, 2024, 5:30 P.M.
115 N 3rd Street**

Public Option: Join Meeting via Zoom

Meeting ID: 889 8611 3535

Passcode: 893687

One tap mobile

+13126266799

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESENTATIONS**
- 5. PUBLIC COMMENT**
- 6. APPROVAL OF MINUTES**
- 7. APPROVAL OF WARRANTS AND PAYROLL**
- 8. BUSINESS ITEMS**
 - a. Approve Sustainability Plan**
 - b. Approve Resolution 2024-8 Candlelight Walk Carriage Rides**
 - c. Approve Solar Credit Contract**
- 9. PROCLAMATIONS, COMMENDATIONS, ETC**
 - a. Tree City USA Arbor Day Proclamation**
 - b. Honoring the 125th Anniversary of the VFW Proclamation**
- 10. DISCUSSION ITEMS**
 - a. Brush Pick-Up Guidelines**

The City of Oregon, in compliance with the Americans with Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in the meeting(s) or have questions about the accessibility of the meeting(s) or facilities, contact the City Manager Darin DeHaan at 815-732-6321 at least 24 hours before a scheduled meeting to allow the City to make reasonable accommodations for these persons.

11. COMMITTEE REPORTS

- a. **PLANNING**
- b. **ECONOMIC AND COMMUNITY DEVELOPMENT**
- c. **FINANCE**
- d. **SUSTAINABILITY**
- e. **TREE BOARD**
- f. **PUBLIC ART COMMISSION**
- g. **OTHER**

12. DEPARTMENT AND OFFICER REPORTS

- a. **POLICE**
- b. **PUBLIC WORKS**
- c. **CITY CLERK**
Treasurer's Report
- d. **CITY ATTORNEY**
- e. **CITY MANAGER**
City Manager Report

13. COUNCIL REPORTS

- a. **MEMBER WILSON**
- b. **MEMBER SCHUSTER**
- c. **MEMBER COZZI**
- d. **MEMBER KRUG**
- e. **MAYOR WILLIAMS**

14. EXECUTIVE SESSION

15. ADJOURNMENT

A portion of the meeting maybe closed to the Public, immediately as permitted by 5 ILCS 120/2 (c) to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the City of Oregon, and as permitted by 5 ILCS 102/2 (c)(11) to discuss litigation against, affecting, or on behalf of the City which has been filed and is pending in a court or administrative tribunal of which is imminent and as permitted by 5 ILCS (c)(21) to review and approve closed session minutes and as permitted by 5 ILCS 120/2 (c) 2 Collective negotiating matters. **Possible action after executive session**



COUNCIL MEETING MINUTES
Tuesday September 24th, 2024, 5:30 P.M.
City Hall Council Chambers
115 N 3rd Street

The Council of the City of Oregon met Tuesday September 24th, 2024, at 5:30 P.M.

The meeting was held at the City Hall Council Chambers and on Zoom.

Present: Mayor Ken Williams
Council Member Melanie Cozzi
Council Member Tim Krug
Council Member Terry Schuster
Council Member Kurt Wilson
City Manager Darin DeHaan
City Attorney Paul Chadwick
Chief of Police Matt Kalnins
City Clerk Cheryl Hilton

Also Present: Bill Covell, Lauren Kleve, Joyce Lewis, Steve Rypkema, Chad Ryan.

Present via Zoom: Brian Linzer.

Mayor Ken Williams called the meeting to order at 5:30pm.

Council Member Kurt Wilson started the pledge of allegiance.

Council Members Cozzi, Krug, Schuster, Wilson, and Mayor Williams answered roll call. A quorum was present.

Presentation

Brian Linzer with US Solar gave a summary of the opportunity available to the city to participate in a Community Solar Garden. The program being offered to the city is for municipal owned accounts and will provide a fifteen percent discount through the life of the solar garden, about twenty years.

Lauren Kleve with Region One Planning gave an overview of the Sustainability Plan to the City Council. She has been collaborating with the Sustainability Committee for a year now to complete the plan. The plan consists of public engagement, education, city operations, community wide efforts, and implementation. The Sustainability Committee plans to meet quarterly as well as have an annual review of the plan.

Public Comment

None.

Approval of Minutes

Council Member Kurt Wilson moved to approve the September 10th, 2024, minutes, Seconded by Council Member Tim Krug.

Roll Call: Cozzi, Krug, Schuster, Wilson, Williams. No Nays.

Approval of Warrants & Payroll

Council Member Tim Krug moved to approve payroll in the amount of \$63,550.13 and the current warrants as listed:

Butitta Bros. Automotive - Oregon	\$206.60
Butitta Bros. Automotive - Oregon	\$831.78
Casper's Home Inspection LLC	\$1,550.00
Cintas	\$147.18
City of Oregon	\$5,500.00
City of Oregon	\$14,549.77
Comcast	\$827.51
Comcast	\$850.91
ComEd	\$223.12
ComEd	\$693.02
Cyndi Gelande	\$100.00
EM Benefits	\$1,877.64
Fastenal	\$37.01
Fehr Graham	\$4,000.00
Fehr Graham	\$4,007.25
Fehr Graham	\$8,911.50
Helm Civil	\$2,747.50
Illinois EPA	\$58,374.60
Illinois State Treasurer	\$18.97
Joe Brooks	\$20,000.00
P.F. Pettibone & Co	\$516.20
Physicians Immediate Care	\$235.00
Plum Electric, Inc	\$225.00
Postmaster	\$780.08
R.N.O.W.	\$400.00
Republic Service #721	\$20,550.40
Scott Wallace	\$200.00
Share Corp	\$191.74
Shaw Media/Sauk Valley Media	\$324.20
Shawn Melville	\$250.00
Snyder's Pharmacy	\$855.70
Steve Benesh & Sons	\$2,685.00
Stillman BancCorp	\$2,036.03
Stratus Network Inc	\$24.80
Sun Life Financial	\$415.57
The Police & Sheriffs Press	\$167.60
Uniform Den East, Inc	\$369.92
Uniform Den East, Inc	\$1,000.09
Verizon	\$490.16
Verizon Connect	\$2,782.14
Village of Progress	\$1,280.00
VisitNW Illinois	\$30.00
Zoro Tools , Inc	\$275.81

\$161,539.80

Seconded by Council Member Kurt Wilson.

Discussion: Council Member Tim Krug asked about the expenses to Republic Service and Sun Life Financial. City Manager Darin DeHaan stated the Republic expense is for services provided for city waste collection and the Sun Life expense is for city employee life insurance.

Roll Call: Cozzi, Krug, Schuster, Wilson, Williams. No Nays.

Business Items

Council Member Terry Schuster moved to approve the Bid Proposal and Award Sarah Phelps Community Plaza LED Message Sign Project to Golden Rule Signs in the amount of \$43,904.85 and Authorize the City Manager to execute any contracts or project related documents, Seconded by Council Member Tim Krug.

Discussion: City Manager Darin DeHaan said the city received two bids. He has been working with Golden Rule Signs and they had the lowest bid. After City Council approval, he will begin working with the company to complete the project. Council Member Melanie Cozzi was concerned about the brightness of the sign. Council Member Tim Krug asked if tech support is provided. City Manager Darin DeHaan said the brightness of the sign can be adjusted and tech support is provided by the company. Mayor Ken Williams said a variance for the sign was necessary to allow the LED sign in the downtown historic district. All required processes were followed.

Council Member Terry Schuster moved to Approve Proposal for Professional Services from Willett Hofmann and Associates Inc. for the Safe Routes to School Project and Authorize the City Manager to execute any contracts or project related documents, Seconded by Council Member Melanie Cozzi.

Discussion: City Manager Darin DeHaan said the city received federal funds for this project. He said there is a lot of work that needs to be done before the sidewalks can be installed. Council Member Melanie Cozzi asked who would be maintaining the sidewalks. City Manager Darin DeHaan stated they are city sidewalks however the school district has agreed to maintain them in the winter.

Roll Call: Cozzi, Krug, Schuster, Wilson, Williams. No Nays.

Council Member Kurt Wilson moved to approve an Agreement with RRD Holding Company for the Collection, Hauling, and Disposal of Municipal Solid Waste and Recyclable Materials, Seconded by Council Member Tim Krug.

Discussion: City Manager Darin DeHaan said once the agreement is approved, the new totes will be ordered. He said the company has been responsive and very easy to work. Council Member Terry Schuster asked if the company has enough staff and equipment to handle an entire city. City Manager Darin DeHaan said yes. Council Member Melanie Cozzi said educating residents on acceptable recycling materials is important. She asked if recycling guidelines could be printed on the water bills. City Manager Darin DeHaan said Northern Illinois Disposal will work with the city on educational materials or

magnets to provide to the residents. Council Member Kurt Wilson said seasonal reminders for recycling would be good to send out to residents as well. City Manager Darin DeHaan also wanted to remind residents the contract with Moring Disposal was very old. He said there have been concerns over the cost to citizens. He said the city will reduce what it takes in to offset operational costs. There will be a slight increase in the garbage rate to residents.

Roll Call: Cozzi, Krug, Schuster, Wilson, Williams. No Nays.

Council Member Melanie Cozzi moved to approve Resolution 2024-05 Disposal of Surplus Property, Seconded by Council Member Kurt Wilson.

Discussion: City Manager said the resolution is the legal way for the city to dispose of surplus property.

Roll Call: Cozzi, Krug, Schuster, Wilson, Williams. No Nays.

Proclamations, Commendations, Etc.

None.

Discussion Items

None.

Committee Reports

Planning: A public hearing for a variance request submitted for a sign at Conover Square Mall will be held at the next meeting.

Economic and Community Development: An outside consultant will be speaking to the Economic Development Committee at a work group meeting being held on October 23rd.

Tree Board: Tree Replacement program information is being pushed out on social media to educate citizens on the program. There are currently three tree plantings in the queue. The city also has the opportunity to add a second designation as a “Growth Community.” The Tree Board discussed applying for this designation next year. Council Member Melanie Cozzi asked which company the trees were being purchased from. Public Works Director Bill Covell said Anne’s in Dixon or a local nursery.

Department Reports

Public Works Director Bill Covell: The public works department completed sidewalk repairs and held a competition on which sidewalk was completed the best. He said their current focus is preparing for Autumn on Parade weekend.

City Manager Darin DeHaan: Commended Chief Matt Kalnins on the department’s response to the recent threat at the school. He thanked Chief Matt Kalnins on his guidance and leadership.

Council Reports

Council Member Terry Schuster: Spoke regarding the recent news of the Taft campus closure. He said the campus is a part of the city’s identity. He said it is his belief that the city will do what it can to help preserve the history and heritage of the area.

Council Member Melanie Cozzi: Thanked Chief of Police Matt Kalnins on a phenomenal job at the school. She also said the last Farmer’s Market is Thursday.

Mayor Ken Williams: He has spoken to the outreach director for Taft campus. He said they are in the beginning stages of this process. The campus ran into problems with infrastructure and the buildings need major repairs. They are looking at approximately twelve to fifteen million dollars in renovations. The city along with other local communities have started looking into what can be done. He said the city and the other communities will not just forget about it.

Council Member Tim Krug moved to adjourn the meeting, Seconded by Council Member Melanie Cozzi.

Roll Call: Cozzi, Krug, Schuster, Wilson, Williams. No Nays.

Adjourn: 6:33 P.M.

Ken Williams, Mayor

Attest: _____
Cheryl Hilton, City Clerk



October 8, 2024

Payroll in amount \$68,922.02

Andy Silva	\$240.00
Biller Press	\$344.85
Blue Cross Blue Shield	\$19,081.29
Bobcat of Dixon	\$742.08
Butitta Bros. Automotive - Oregon	\$56.62
Cintas	\$147.18
Comcast	\$248.89
Conserv FS inc	\$428.94
Darin DeHaan	\$136.54
Ehmen	\$145.00
Envision Healthcare	\$204.00
Fehr Graham	\$74,200.00
Ferguson Enterprises dba Pollardwater	\$188.48
Ferguson Waterworks #2516	\$16,461.84
Fidelity Security Life Insurance	\$175.18
Fischer's	\$961.70
Frontier	\$208.91
Golden Rule Signs	\$21,952.43
Hackbarth Truck & Equipment	\$3,767.44
Hagemann Horticulture LLC	\$8,200.00
Hector's Cocina	\$275.00
Helm Civil	\$732.75
James Taylor	\$370.00
Josh Pickering	\$240.00
Ken Williams	\$25.00
Ken Williams	\$26.71
Martin and Company Excavating	\$212.84
MCS	\$145.00
Melanie Cozzi	\$25.00
Menards	\$107.95
Ogle County Clerk & Recorder	\$60.00
Oregon Rotary Club	\$115.00
Oregon SuperValu	\$71.18
Polo Cooperative Association	\$1,851.92
Postmaster	\$97.53
Region 1 Planning Council	\$2,467.09
Republic Services #721	\$68.00
Sauk Valley Community College	\$6,671.04
Shaw Media/ Sauk Valley Media	\$55.20
Standard Equipment Co	\$292.21
Sterling Fence	\$4,245.38
Steve Benesh & Sons	\$1,480.28
Steven Varble Productions	\$1,147.50

Stratus Network Inc	\$89.26
Sun Life Financial	\$16.17
SundogIT	\$2,473.00
Taylor Buckwalter	\$160.00
The Police & Sheriffs Press	\$17.60
Uline	\$167.53
Uniform Den East, Inc	\$166.40
Visa	\$1,538.31
Visa	\$2,546.48
	\$175,848.70

City Manager



Sustainability Plan

CITY OF OREGON

Draft Report | August 2024

ACKNOWLEDGMENTS

Mayor

Ken Williams

City Council

Melanie Cozzi, Council Member

Tim Krug, Council Member

Terry Schuster, Council Member

Kurt Wilson, Council Member

Sustainability Committee

Tim Benedict

Russel Brunner

Melanie Cozzi

Darin DeHaan

Joyce Lewis

Steve Rypkema

Kurt Wilson

Vic Zadarej

City Staff

Darin DeHaan, City Manager

Cheryl Hilton, City Clerk

Planning Consultants

Region 1 Planning Council



This document was prepared by Region 1 Planning Council.

TABLE OF CONTENTS

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Acknowledgments	ii
Table of Contents	iii
List of Exhibits	iii
Chapter 1: Introduction	1
Purpose & Intent	1
Oregon by the Numbers	2
Chapter 2: History of Sustainable Actions	4
Oregon’s Connection to Nature	4
Sustainability Timeline	4
Chapter 3: Framework	6
Education	6
City Operations	7
Community-Wide Efforts	8
Policy	10
Development and Land Use	11
Implementation Matrix	13
Chapter 4: Looking Forward	20
Implementation Responsibilities	20
Implementation Steps	20
Chapter 5: Resources	22
Residential	22
Businesses	23
Agriculture	24
Endnotes	25

LIST OF EXHIBITS

.....

Figure 2-1: EcoOregon Logo	5
Figure 2-2: Timeline of Sustainability	5
Figure 3-1: Existing Land Use Composition Pie Chart	11
Figure 3-2: Existing Land Use Map	12
Figure 3-3: Implementation Matrix	14

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CHAPTER 1

Introduction

The Sustainability Plan for the City of Oregon, IL (City) serves as a guide to enrich the City’s sustainability efforts and further cultivate an environmentally conscious and prosperous community. The plan presents an innovative and sustainable framework to build upon the City’s ongoing environmental pursuits and promote sustainable practices for municipal operations, residents, and businesses. The following plan summarizes the City’s sustainability endeavors to date and outlines actions the City plans to take to ensure the balance of environmental, social, and economic needs for the future.

Purpose and Intent

Defining Sustainability

The term “sustainability” has various contextual meanings and can be defined in a multitude of ways. In this plan, sustainability refers to the ability to create and maintain the necessary conditions to thrive for current and future generations without depleting natural resources. This definition centers around the idea that everything necessary for human survival and community well-being relies on the natural environment. The City of Oregon believes that to have a prosperous community, sustainability must also include social equity and economic development.

Mission Statement

To guide and define sustainability work within the City of Oregon, the City’s Sustainability Committee developed the following mission statement:

“To research, educate, and advocate for a sustainable future on behalf of Oregon’s residents and businesses as it relates to economic stability and social equity while preserving environmental resources for current and future generations.”



Image source: City of Oregon

What is a Sustainability Plan?

A sustainability plan is a comprehensive roadmap that outlines the goals and actions that a city will implement to promote citywide sustainability, improve environmental protection efforts, reduce greenhouse gas emissions, and build climate resilience. Sustainability planning revolves around city-led action. It educates and encourages residents and business owners to participate in sustainability initiatives to improve community well-being and environmental prosperity.

The implementation of a sustainability plan is an organized approach for a city to solve environmental challenges and improve sustainability actions while prioritizing the welfare of residents and businesses. Implementation of this plan will occur over the next 5 to 7 years due to the time, resources, and collaboration with government operations, residents, businesses, and community organizations involved.

This sustainability plan is the next step toward a more sustainable future for the City of Oregon; this plan acts as a framework to advance sustainability, equity, economic development, and livelihood. This plan highlights five focus areas to concentrate sustainability efforts and address the challenges and needs of the city: city operations, community-wide efforts, education, development and land use, and policy.

Public Engagement

An essential component of this sustainability plan is incorporating community insight. The planning process for this plan included public engagement opportunities that encouraged residents to provide input and help shape the plan. This collaboration fostered a shared sense of responsibility for plan implementation, guiding Oregon toward a more sustainable future.

Public engagement for this plan featured a series of events, including a stakeholder workshop, three pop-up booths,

a presentation open to the Oregon community, and a presentation to Oregon City Council. The first round of public engagement included a stakeholder workshop aimed at gathering stakeholder insight on the plan's drafted goals and recommendations as well as ensuring awareness of all existing sustainability efforts within the community. A total of 13 number of people attended the workshop, including representatives from local businesses, government, non-profits, and community organizations. The second round of public engagement centered on increasing public awareness of the plan and gaining public input. This included two pop-up booths at Riverside Farmers Market and one at the summer Concert in the Park series; residents were informed about the plan and asked to share any feedback or questions. The final round of public engagement included a public comment period where the plan was available online and in-person for public review. During the public comment period, an open house was hosted by the City to present the plan to the public and discuss details of the plan in person

Additionally, the Oregon Sustainability Plan has a webpage on [Engage R1](#), which is an online engagement platform hosted by Region 1 Planning Council (R1), to keep the public updated on the progress of the plan and provide a space for comments and questions throughout the plan's development.



Image source: Region 1 Planning Council

Oregon by the Numbers

Understanding the makeup and needs of the community is critical for developing a tailored sustainability plan. The following demographic and socioeconomic data of Oregon contextualizes community characteristics and provides insight into how sustainability measures can improve the quality of life for residents.

Population

As of 2020, Oregon has a total population of 3,604 residents. Since 2010, the population of Oregon has decreased by over

three percent. Over the last decade, the City has experienced slight fluctuations in population size. Population decline occurred from 2010 to 2020 of about 3.1 percent.

Age

The population in Oregon is aging, a trend occurring throughout the nation. The largest age cohort in Oregon is 65 years and older, making up 22.6 percent of the total population. This trend is also reflected in the median age of the population, which is 46 years as of 2022, compared to 43.5 years in 2010. As the population ages, the City will need to ensure climate resiliency and support older adults who may be vulnerable to the health implications of climate change.



Image source: City of Oregon

Race and Ethnicity

The majority of residents, 91.5 percent, in Oregon are White. The second largest racial group in Oregon is "Two or More Races", comprising 5.0 percent of the population. The remainder of the population includes 1.5 percent "Some Other Race Alone", 1.0 percent Black or African American, 0.5 percent Asian, 0.4 percent American Indian or Alaska Native, and 0.0 percent Native Hawaiian or other Pacific Islander.

Income

Median household income is a common measure of economic well-being. As of 2022, Oregon's median household income is \$72,443. While Oregon's median household income is just below the 2022 statewide median household of \$78,433, its lower cost of living is more affordable than other cities in Northern Illinois. Furthermore, Oregon demonstrates a relatively consistent income distribution, with the largest number of households making between \$75,000 and \$99,999 per year.

Workforce

Of the approximately 3,312 people 16 years and older in Oregon, 1,653 individuals actively participate in the labor force; that is approximately a 50 percent participation rate. The remaining half—those who have no job and are not looking for one—are not counted in the labor force. Of the individuals in the labor force in 2022, there was a 95 percent employment rate.

The majority of employees in Oregon travel to work via single-occupancy vehicles. In 2022, 87 percent of individuals drove to work alone, 6.4 percent of workers carpooled, 3.3 percent of workers walked to work, 2.2 percent worked from home, and 0.7 percent used public transportation. Looking at resident travel time to work, the largest portion of workers traveled less than 30 minutes to work. Specifically, 20.5 percent of workers traveled less than 10 minutes, 46.7 percent traveled between 10 and 29 minutes, 27.4 percent traveled between 30 and 59 minutes, and 5.4 percent traveled at least an hour.



Image source: Matthew Klein

When looking at places of employment, over half, 57.1 percent, of Oregon residents are employed within Ogle County, while 42.3 percent are employed outside of the county. The remaining 0.6 percent of residents work out of state for employment.

Housing Characteristics

An estimated 1,749 occupied households reside within Oregon’s city limits. It is helpful to understand the physical characteristics of these households due to their impact on the environment. The most common type of housing structure in Oregon is single detached units, at 72.4 percent of all occupied households. Buildings with 10 or more apartments are the second most occupied housing structure, accounting for 9.9 percent of housing. The remaining percent of residents reside in other housing structures. Around 7.8 percent of occupied households include two-apartment buildings, 6.1 percent are five to nine-apartment buildings, 2.5 percent are three or four-

apartment buildings, 1.3 percent are single structures attached, and zero mobile homes are occupied in Oregon.

As of 2022, over 40 percent of housing was built in 1939 or earlier. The second and third largest categories of years homes were built are from 1960 to 1979 and 1940 to 1959, together totaling 45.8 percent. This is important to note, as older homes are associated with higher amounts of greenhouse gas emissions from heating and larger rates of energy and water consumption. Additionally, homes built before 1978 are more likely to have lead-based paint.ⁱ



Image source: City of Oregon

The most common source of heating fuel for homes in Oregon is utility gas, with 77.2 percent of homes relying on this fuel source. This is significant due to the amount of greenhouse gas emissions released from gas consumption.ⁱⁱ The second most common heating fuel, 21.2 percent, is electricity. For the remainder of homes, 0.9 percent use “Bottled, tank, or LP gas” and 0.7 percent use “All other fuels.”

As of 2022, 86.6 percent of households have at least one vehicle available. The most common number of vehicles per household was two vehicles, accounting for 38.8 percent of households. The remaining vehicle per household breakdown included: 33.6 percent of households with one vehicle available, 14.2 percent of households with three or more vehicles available, and 13.4 percent of households with zero vehicles available.

CHAPTER 2

History of Sustainable Actions

In order to promote community and environmental well-being in the City of Oregon, it is important to clearly understand the city's relationship with nature and sustainability progress achieved thus far. This chapter provides an overview of the crucial role nature plays in the City and highlights sustainability actions undertaken to date.

Oregon's Connection to Nature

The City of Oregon is located in a naturally scenic and historically rich region within the Rock River Valley. Hosting a diverse array of natural features, including the Rock River, state parks, greenways, and other natural areas, the City prides itself on its connection to nature.

The Rock River is Oregon's most prominent environmental feature; woodlands and greenways defining the riverfront and its various islands. The Rock River, along with the Kyte River and Gale Creek, support natural stormwater management, wildlife habitats, and recreational activities in Oregon. The City has and will continue to capitalize on this resource by promoting eco-tourism, redeveloping the riverfront into a pedestrian-friendly, mixed-use district, and prioritizing the health of the river's ecosystem.



Image source: City of Oregon

The City is home to an extensive park system. The Oregon Park District owns or manages 11 park sites, totaling 160 acres of open space. Additionally, the Illinois Department of Natural Resources (IDNR) owns 4,307 acres of land within the Oregon Park District boundary, including Castle Rock State Park, Lowden-Miller State Forest, and Governor Lowden State Park. Roughly 710 acres of this land are designated as an Illinois Nature Preserve.

The City of Oregon values its abundance of natural resources and strives to ensure an environmentally healthy community for its citizens and its natural ecosystems. This Sustainability Plan encourages the protection, preservation, and restoration of the City's natural areas.

Sustainability Timeline

In recent years, Oregon has begun transitioning into a more eco-friendly community through implementation of sustainability practices and preservation of the City's natural resources. In 2021, the City conducted an energy audit for the Oregon Coliseum, City Hall, and the Street Department to determine their energy consumption levels and identify improvement strategies for energy efficiency. In 2023, the City installed its first electric vehicle (EV) charging station to support and promote the use of EVs in the city. The timeline below illustrates Oregon's sustainability achievements throughout the past decade.

Establishment of the Sustainability Committee

On December 14, 2021, Mayor Ken Williams announced the formation of the City of Oregon's Sustainability Committee. The purpose of the committee is to educate, advocate, and support the environment, as well as provide guidance on the economic and social sustainability of the community through partnerships with residents, businesses, and visitors.



Image source: City of Oregon

the City in energy and natural resource conservation. The committee also serves as a resource for community outreach and education programs.

Sustainable Business Program

In coordination with the development of this Sustainability Plan, the City of Oregon Sustainability Committee is developing a program to promote and recognize sustainability in local businesses, called EcoOregon. This program will define the scope of commitment for businesses or public agencies striving to become more sustainable. EcoOregon will highlight businesses that actively work to show environmental responsibility in the community.

Figure 2-1: EcoOregon Logo



Source: EcoOregon

When the Sustainability Committee was first announced, Mayor Ken Williams acknowledged Oregon as “blessed with an abundance of natural resources and beauty,” and he emphasized, “it is important for us to honor the gifts that ecotourism affords our residents and visitors and know it’s imperative to protect those for future generations.”

The committee is volunteer-led, consisting of four local environmental experts and three city representatives. This group led the formation and development of the Sustainability Plan, and they are at the forefront of guiding

Figure 2-2: Timeline of Sustainability



Source: City of Oregon and Region 1 Planning Council

CHAPTER 3

Framework

This Sustainability Plan includes an implementation framework designed to work toward city-wide sustainability for the social and environmental well-being of Oregon. The plan is organized around this unifying framework categorized by the following focus areas: City Operations, Community Efforts, Education, Development & Land Use, and Policy. Each focus area provides local context, over-arching strategies to meet sustainability goals, and detailed actions for implementation.

Education

Education in this plan refers to engagement and educational opportunities to increase sustainability knowledge, awareness, and interest throughout the community. The key to long-term sustainability is community engagement, awareness, and education.ⁱⁱⁱ Community involvement can be attained through city events, city forums, social media engagement, educational programs and workshops, and school curricula.

Where We Are Now

The City recognizes the significance and power of education, especially when it comes to sustainability. In 2021, the City established the Oregon Sustainability Committee to serve as the liaison to support the local environment through community education and collaboration. The committee has begun efforts to increase community awareness and knowledge of sustainable topics by providing information and engagement opportunities through community newsletters, [websites](#), and [social media platforms](#).

Throughout the City of Oregon and Ogle County, many organizations dedicate resources to educating the community on sustainable and environmental initiatives.



Image source: City of Oregon

This includes education programs hosted by the Oregon Public Library, Oregon Park District, and Illinois Extension Office. Additionally, the Ogle County Health Department hosts a food locker program to enhance food access, and the Oregon Chamber of Commerce hosts a monthly “Lunch and Learn,” which is occasionally used to highlight sustainability practices, such as recycling and waste management efforts.

Recommendations

1. Engage the community in waste reduction and recycling.
 - Educate the community on recycling and composting practices.
 - Educate the community to reduce waste by consuming less and reusing items.
 - Discourage fly dumping and littering.
 - Organize a community-wide clean-up day.
 - Engage community volunteers in recycling education and events.
2. Offer educational opportunities on sustainability topics that would help residents incorporate sustainability practices into their daily lives.
 - Develop a workshop for farmers and residents on sustainable agriculture best practices.
 - Develop a workshop that promotes water and energy conservation best practices for residents and business owners.
 - Sponsor an annual energy fair to educate residents on energy efficiency strategies and renewable power options.
 - Promote awareness of existing solar tax credit programs.
3. Increase the Sustainability Committee’s communication and marketing to engage more residents in the City’s environmental efforts.
 - Develop annual sustainability reports.

- Create or be included in the City’s existing monthly newsletter.
 - Increase social media presence.
 - Create a page on the City’s website for sustainability.
 - Establish key areas for public education to highlight sustainable information.
 - Establish a Sustainability Committee booth at community events where information is available and volunteers can answer questions and collect comments.
4. Cultivate a partnership with local schools to increase environmental education and involvement.
- Explore the establishment of an environmental club for high school students.
 - Identify environmental volunteer opportunities for interested students needing service hours fulfilled.

City Operations

The City of Oregon (City) is leading the way toward a more sustainable future, setting an example for residents and businesses alike. The City aims to improve sustainability throughout all facets of City operations, including municipal-owned and operated buildings, transportation systems, and services, such as waste and water.

Where We Are Now

Municipal Buildings

Buildings require significant resources, generate waste, emit greenhouse gas emissions, and alter the surrounding environment. Energy demand from buildings is a major contributor to greenhouse gas emissions and is often determined or affected by building design.^{iv} Across the United States, buildings are responsible for 29 percent of total U.S. greenhouse gas emissions, mainly due to the energy required to power them.^v In 2021, the City of Oregon conducted energy audits at key locations including the Oregon Coliseum, City Hall, and the Street Department buildings. These audits aimed to gauge energy consumption of city buildings and identify areas where energy efficiency improvements could be made within municipal operations. Sustainable building best practices encompass a range of strategies, such as employing energy efficiency techniques, utilizing sustainable building materials, and conserving water.



Image source: City of Oregon

Transportation

In Oregon, the primary mode of transportation is single-occupancy gas-powered vehicles; these vehicles largely contribute to congestion, air pollution, and carbon emissions. In recent years, the City has made progress toward evolving into a pedestrian- and bike-friendly community, providing residents the opportunity to use alternative transportation modes and reduce their carbon footprint. According to Walk Score, downtown Oregon has a 70 out of 100 walk score, indicating most errands can be accomplished on foot, and a 53 out of 100 bike score, indicating the City harbors some biking infrastructure.^{vi}

Additionally, Oregon promotes the use of electric vehicles (EVs), and the City aims to eventually transition to an electric fleet. As of 2024, two EV charging stations have been installed in the city to encourage residents, commuters, and visitors to drive EVs. The charging stations are located within the 5th Street Municipal parking lot and the Harvard State Bank parking lot.



Image source: Region 1 Planning Council

Waste Management

The collection, transportation, and disposal of municipal waste is both environmentally and economically costly, but much of this waste can be recycled, composted, or prevented altogether. In Oregon, an estimated 1086 tons of waste is disposed of annually. Of this waste, 12.2 percent is recycled and 11 percent is yard waste that is then composted. Sustainable waste management includes reduction efforts to mitigate the volume of waste entering landfills by decreasing or eliminating sources of waste. This involves increasing the amount and type of materials that can be recycled, composting natural materials and food scraps, repurposing items, and adopting sustainable purchasing habits such as buying reusable goods and curbing consumerism.



Image source: Cit of Oregon

Recommendations

1. Transition City facilities to net zero energy.
 - Conduct energy audits for all municipal facilities.
 - Achieve green building certification for municipal buildings.
 - Install and operate renewable energy systems at municipal facilities.
 - Encourage energy efficiency upgrades of the public works department, police station, fire department, city hall, library, and museums.
 - Encourage the City Council to consider regulations to reduce light pollution and increase energy efficiency efforts.
2. Integrate sustainability into all municipal operations.
 - Adopt an environmental purchasing policy.
 - Extend the useful life of physical assets.
 - Incorporate sustainable practices into managing special events.
 - Integrate sustainability into capital planning.

- Inventory, assess, and manage municipal assets sustainably.
 - Create a plan for new employee orientation for all departments regarding sustainability and energy efficiency.
 - Promote the stormwater management and protection program.
3. Support electric vehicle (EV) infrastructure and operate a safe, clean, and efficient fleet.
 - Explore the conversion of the municipal fleet to electric.
 - Identify locations to install additional EV charging stations.
 - Pursue participation in an EV Readiness Program as identified in the City's comprehensive plan.
 4. Support sustainable material management.
 - Set a waste reduction goal for municipal operations.
 - Promote and practice waste reduction and recycling in municipal operations.
 - Provide access to recycling infrastructure and services at public places.
 - Improve existing curbside recycling program for residents.
 - Identify convenient food waste composting options for residents.
 - Develop a program to track recycling and composting rates.

Community-Wide Efforts

Community-wide efforts target community resilience, community access to sustainability resources, and community-led efforts toward sustainability. This requires a collective effort among the city's diverse organizations, businesses, and residents to enhance communication and foster stronger relationships within the community. By doing so, the city can cultivate a stronger sense of belonging and elevate the overall quality of life for all members of the community.

Where We Are Now

Residential

Residents play a crucial role in the City's sustainability efforts because they contribute to energy and water consumption,

waste disposal, and greenhouse gas emissions. As of 2022, an estimated 42 percent of Oregon residents recycle. Of all curbside waste that is collected in Oregon, only 11.7 percent is recycled and 14.2 percent is yard waste. Residents can help reduce environmental impacts by implementing sustainable practices in their daily lives and at their homes, like planting native plants in yards, reducing waste, conserving energy, and limiting water usage.

Businesses

The City of Oregon values and encourages eco-friendly business practices in the local economy. These practices help to improve citywide sustainability efforts, increase profitability, and generate revenue.^{vii} A number of businesses in Oregon have taken the initiative to increase sustainability efforts; the City seeks to recognize these businesses and other businesses that want to become more environmentally friendly through a sustainable business program, EcoOregon. The EcoOregon program will encourage sustainable business practices, such as sourcing materials responsibly, minimizing consumption of natural resources, reducing carbon emissions, and curbing energy demand.

Community

While sustainability-focused community engagement efforts within the City have been limited, there is evident interest within the community towards sustainability initiatives. One example of this is the community-driven greenhouse project created in April of 2023 designed to educate Oregon High School students on sustainable growing practices. The greenhouse operates completely off the grid by optimizing passive house designs, such as south-facing windows, insulation, solar panels, energy-efficient light bulbs, and sustainable building materials. This forward-thinking demonstration highlights the sustainable potential of Oregon and true community collaboration. This plan will build upon the community's existing interest in eco-friendly practices and cultivate sustainability values across the entire community.



Image source: City of Oregon



Image source: City of Oregon

Oregon is a largely agriculture-based community, and sourcing food locally can support sustainability, community resilience, and the local economy.^{viii} Within Ogle County, there are estimated to be 919 farms as of 2022, totaling 351,824 acres. In addition to the Off the Grid Greenhouse project, Oregon supports local farmers and access to local food through the River's Edge Farmers Market in the summer.

Recommendations

1. Increase access to sustainably grown local food.
 - Educate and engage the community in a sustainable food culture.
 - Encourage a partnership between local restaurants and farms to source local and seasonal foods.
 - Incorporate local and healthy options into public food-service procurement and events.
 - Support and promote family and community gardens.
2. Cultivate community values based on principles of sustainability.
 - Educate the community about sustainability initiatives using existing municipal communication outlets (i.e., cable TV, newsletter, social media, and podcasts).
 - Use community festivals, lectures, workshops, and other events to disseminate sustainability information.
 - Utilize strategic partnership with other community organizations to promote sustainability.
 - Host environmentally focused event(s), such as a trash clean-up day.
 - Encourage residents to increase involvement with the

City's environmental committees and boards, such as the Sustainability Committee and Tree Board.

3. Develop a recognition program to encourage sustainable actions by local businesses.
 - Determine criteria to designate a business as “green.”
 - Draft a recycling plan for businesses.
 - Create an EcoOregon logo to recognize sustainable businesses.
 - Increase business recycling efforts by providing facilitation services to identify potential incentives, financial offsets, and grants.
4. Promote residential sustainable best practices, including water and energy conservation and waste management.
 - Increase community waste diversion rate by supporting recycling, composting, and donating opportunities.
 - Encourage residents and commuters to travel via active or alternative transportation modes, like biking, walking, or driving an EV.
 - Revise zoning codes to allow for residential generation of renewable energy, including wind or solar power.
 - Work with residents and homeowners associations to promote energy efficiency and water conservation practices.

Policy

Policy in the context of this sustainability plan refers to Oregon zoning codes, ordinances, or policies related to sustainability. These policies serve to mandate actions, implement rules, and set limitations regarding how particular activities, such as landscaping or building development, within the City should be performed or governed. Reforming existing policies and establishing new ones are effective practices to improve sustainability efforts within the City as they encourage and mandate environmentally friendly practices.^{ix}

Where We Are Now

Currently, Oregon has multiple sustainable policies, codes, and ordinances in place. The Oregon Municipal Code includes land use and housing policies that allow for curbside recycling, encourage tree preservation, reduce soil erosion, and prohibit defacing, removing, or harming trees. In building and zoning codes, the City imposes general development standards that mandate the preservation of natural elements. These standards include minimizing disruption to natural features and integrating natural elements into

design concepts wherever feasible. Furthermore, municipal code 32.20.090 requires business districts and parking lots to plant a minimum amount of shade trees. In Oregon, solar energy systems regulations also exist to facilitate the construction, installation, and operation in a manner that promotes economic development, ensures safety, and avoids adverse impacts on natural lands.



Image source: City of Oregon

In 2022, Oregon also adopted a code that prohibits littering, reading “No person shall dump, deposit, drop, throw, discard, leave, cause or permit the dumping, depositing, dropping, throwing, discarding or leaving of litter upon any public or private property in this City, or into any river, lake, pond, or other stream or body of water in this City.”^x

Recommendations

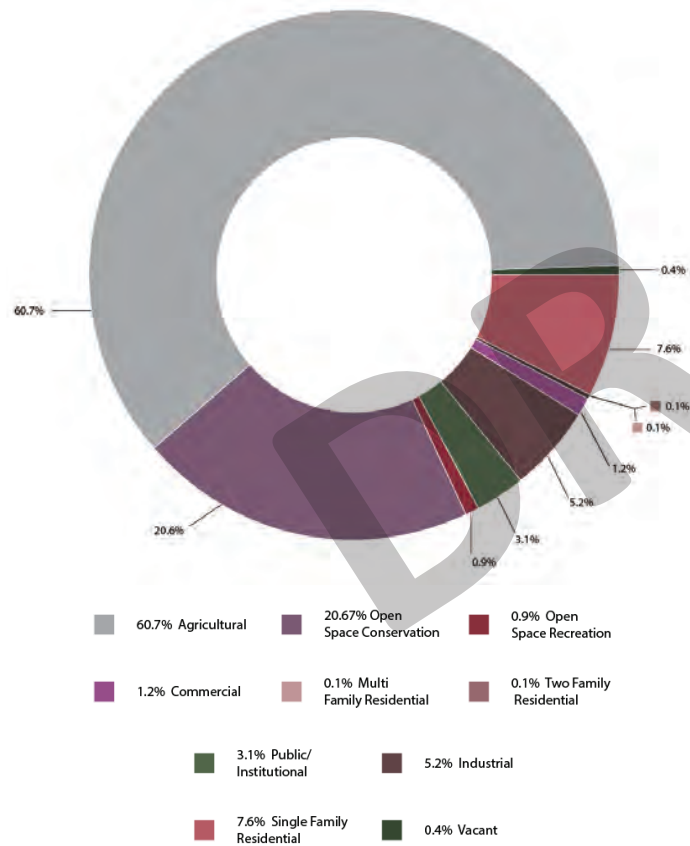
1. Update building and zoning codes to encourage best practices for sustainable development.
 - Create incentives to reflect sustainable material use in the residential and non-residential appearance standards.
 - Explore the establishment of sustainable building performance standards for new construction and existing developments.
 - Consider regulations to reduce light pollution through efforts such as down lighting.
2. Facilitate the adoption of renewable energy technologies (e.g., solar, geothermal) by adapting building and zoning codes.
3. Achieve greater livability through sustainable land use and housing policies.
 - Use zoning and development regulations in strategic locations to increase walkability.
 - Review and amend zoning codes to encourage mixed-use development and include pedestrian-friendly standards.
 - Enact policies that require conservation design best

management practices to protect natural resources.

Development and Land Use

Development and land use refers to all aspects of the built and natural environments, including working lands. The design and location of public parks, roads, malls, landfills, and green spaces are various elements that contribute to the built environment and determine where and how residents interact, commute, and access goods and services. Natural and working lands refer to areas maintained for ecological, recreational, and economic purposes, such as forests, farmlands, and open space.

Figure 3-1: Existing Land Use Composition Pie Chart



Source: City of Oregon

Where We Are Now

Built Environment

Oregon prioritizes mixed-use development in the City to create neighborhoods, green spaces, public services,

and business districts that are integrated, connected, and environmentally friendly. Mixed-use development refers to various forms of land use, such as residential, retail, commercial, employment, civic, and entertainment that are in close proximity, sometimes in the same building. Oregon’s downtown district currently includes a variety of land uses, such as commercial, residential, and natural land use, but mixed-use development efforts are continually expanding throughout the city. In 2016 Oregon updated city zoning codes to support pedestrian accessibility along the Rock River to Riverfront Commercial District and re-orient the riverfront from industrial conversion to a greenway; this increased outdoor recreation and created usable public gathering spaces.

Building construction and operation can have significant impacts on the environment, society, and economy.^{xi} For example, energy use from buildings is a significant contributor to greenhouse gas emissions, so designing facilities efficiently is important to improve energy conservation and comfort. Energy efficiency efforts help building owners and operators reduce emissions and electric costs.

Greenspace

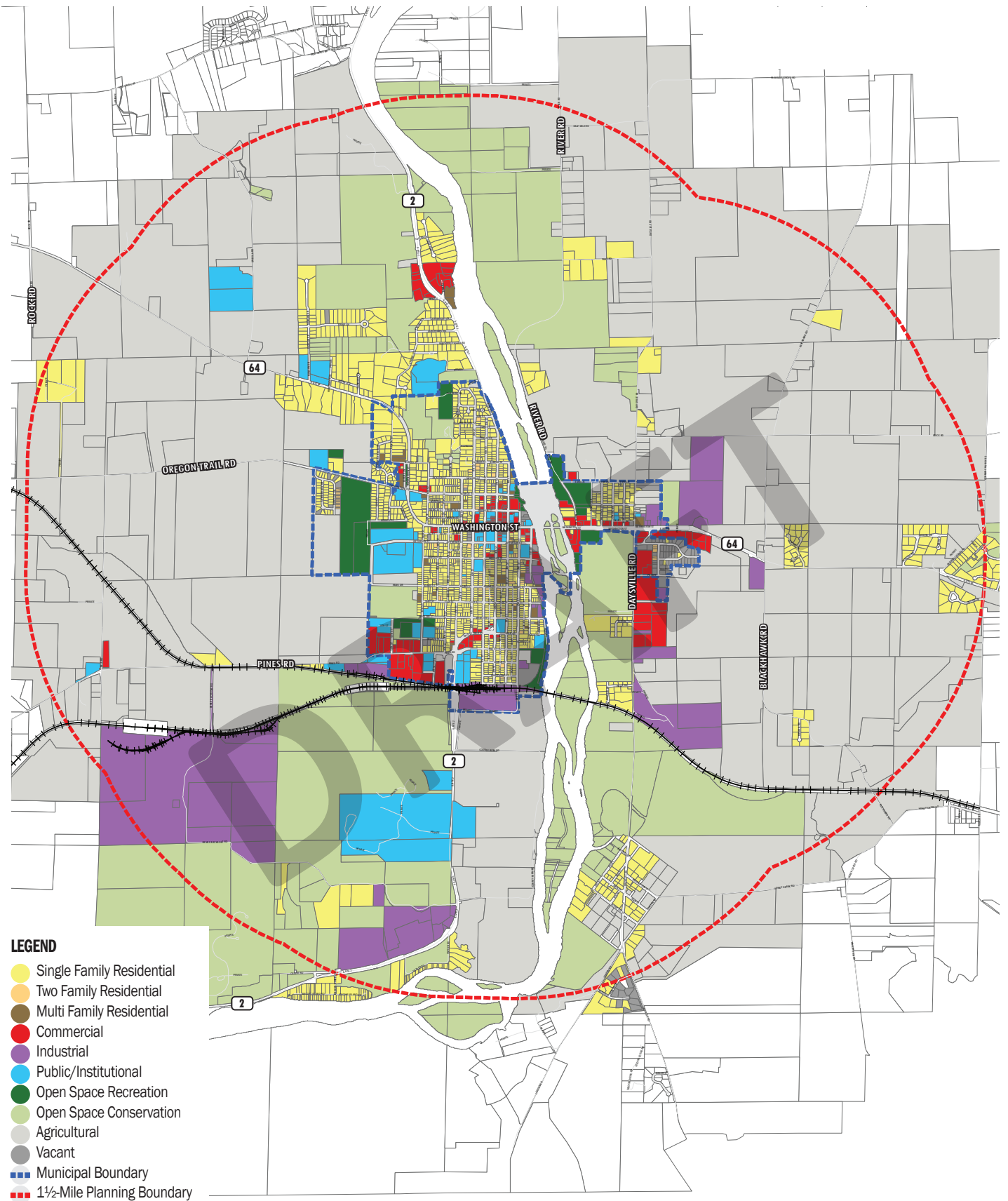
Open spaces and parks provide a variety of environmental, social, and economic benefits. Access to natural land provides numerous benefits to residents and makes a city attractive to visitors and potential investors.^{xii} In Oregon, 92.3 percent of residents who reside within the city municipal boundary live within a mile of access to a park. Parks contribute to the community’s overall health by providing spaces to access clean air, water, and open space, as well as recreational opportunities that improve quality of life.

The Oregon Park District owns and manages nearly 150 acres of active and passive open space, and the Illinois Department of Natural Resources owns 4,307 acres of open space within the Park District’s boundaries. In Oregon, 20.6 percent of land consists of open space conservation, and



Image source: City of Oregon

Figure 3-2: Existing Land Use Map



Source: City of Oregon

0.9 percent of land is open space recreation.

Agricultural Land

Agriculture is the largest land use type in Oregon, accounting for 60.7 percent of land within Oregon’s one-and-a-half-mile planning area. Agricultural land is projected to remain the primary land use across the community, despite the growing trend of development at the edges of Oregon’s municipal boundary. Because agricultural land is one of Oregon’s key natural resources, implementing sustainable agriculture best practices is important to help improve crop yield and



Image source: City of Oregon

reduce the environmental consequences of agriculture, like greenhouse gas emissions and runoff.

Recommendations

1. Incentivize EnergyStar and Leadership in Energy and Environmental Design (LEED) principles and green practices for new commercial buildings and retrofits.
 - Reduce permit fees to developers implementing green practices in new builds or retrofitting existing spaces/buildings.
 - Explore the creation of incentive tiers and measurements to increase the number of green building principles.
2. Protect, preserve, and increase green spaces.
 - Conduct a tree canopy study to determine the amount of tree canopy in the City.
 - Develop a tree planting program.
 - Assess the structural integrity of trees and proactively mitigate risks through strategic removal and other actions.
 - Increase downtown green space.
3. Promote energy-efficient building practices.
 - Incentivize green building practices through reduced permit fees or fast-tracked applications with green building practices.
4. Increase and support well-connected, walkable, and mixed-use development.

- Increase sidewalk infrastructure and coordinate sidewalk improvements with the continual creation of an interconnected city-wide trail network.
- Promote Complete Streets principles that provides for safe shared mobility spaces that minimize conflicts between pedestrians, bicyclists, and motorists.
- Build out bike infrastructure and encourage a bicycling culture around town, including on-street bike lanes, shared-use trails, bike racks in commercial areas and parks, etc.

Implementation Matrix

The recommendations listed under each focus area identify projects, policies, and programs to improve citywide sustainability efforts. The implementation matrix on page 14 helps track the Sustainability Plan’s implementation progress. This matrix outlines for completion, responsible parties, potential funding sources, and metrics to measure

success for each action item

See

Implementation Matrix Key:

Responsibility

Public:

ADMIN	Administration
CC	City Council
SUS	Sustainability Committee
CPC	City Planning Commission
PW	Public Works Department
ECDC	Economic & Community Development Commission
PD	Oregon Park District
SD	School District
SW	Ogle County Solid Waste Management Department
HD	Ogle County Health Department

Partners:

C	Consultant
I	Industry Leaders
N	Neighborhood Residents
COC	Chamber of Commerce
UIE	University of Illinois Extension
IREA	Illinois Renewable Energy Association
FM	Farmers Market

Timeframe:

Ongoing	
Short	Within 1 year
Medium	2-5 years
Long	6-10 years

Status:

- Completed
- Ongoing
- Future

Figure 3-3: Implementation Matrix

EDUCATION				
Strategies	Action Items	Responsibility	Time Frame	Status
Strategy 1: Engage the community in waste reduction and recycling.	Educate the community on recycling and composting practices.	SUS, SW	Short	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future
	Educate the community to reduce waste by consuming less and reusing items.	SUS, SW	Short	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future
	Discourage fly dumping and littering.	SUS, SW	Short	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future
	Organize a community-wide clean-up day.	ADMIN, SUS, N	Short	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future
	Engage community volunteers in recycling education and events.	ADMIN, SUS, SW	Short	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future
Strategy 2: Offer educational opportunities on sustainability topics that would help residents incorporate sustainability practices into their daily lives.	Develop a workshop for farmers and residents on sustainable agriculture best practices.	ADMIN, UIE	Medium	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
	Develop a workshop that promotes water and energy conservation best practices for resident and business owners.	SUS, I, UIE, IREA	Medium	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
	Sponsor an annual energy fair to educate residents on energy efficiency strategies and renewable power options.	SUS, I, UIE, IREA	Long	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
	Promote awareness of existing solar tax credit programs.	ADMIN, C	Short	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future
Strategy 3: Increase the Sustainability Committee's communication and marketing to engage more residents in the City's environmental efforts.	Develop annual sustainability reports.	SUS	Short- Long	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
	Create or be included in the City's existing monthly newsletter.	SUS	Short	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future
	Increase social media presence.	SUS	Short	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future
	Create a page on the City's website for sustainability.	ADMIN	Short	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future
	Establish key areas for public education to highlight sustainable information.	SUS, C	Medium	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
	Establish a Sustainability Committee booth at community events where information is available and volunteers can answer questions and collect comments.	SUS	Short- Long	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future

Figure 3-3: Implementation Matrix Continued

EDUCATION				
Strategies	Action Items	Responsibility	Time Frame	Status
Strategy 4: Cultivate a partnership with local schools to increase environmental education and involvement.	Explore the establishment of an environmental club for high school students.	ADMIN, SD	Medium	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
	Identify environmental volunteer opportunities for interested students needing service hours fulfilled.	ADMIN	Short-Medium	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future
CITY OPERATIONS				
Strategies	Action Items	Responsibility	Time Frame	Status
Strategy 1: Transition City facilities to net zero energy.	Conduct energy audits for all municipal facilities.	ADMIN	Ongoing	<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input type="checkbox"/> Future
	Achieve green building certification for municipal buildings.	ADMIN	Long	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
	Install and operate renewable energy systems at municipal facilities.	ADMIN	Medium	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
	Encourage energy efficiency upgrades of the public works departments, police station, fire department, city hall, library, and museums.	ADMIN	Medium	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future
	Encourage the City Council to consider regulations to reduce light pollution and increase energy efficiency efforts.	SUS, CC	Medium	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
Strategy 2: Integrate sustainability into all municipal operations.	Adopt an environmental purchasing policy.	ADMIN	Short	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
	Extend the useful life of physical assets.	ADMIN	Short	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future
	Incorporate sustainable practices into managing special events.	ADMIN	Short	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
	Integrate sustainability into capital planning.	ADMIN	Short	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
	Inventory, assess, and manage municipal assets sustainably.	ADMIN	Medium	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
	Create a plan for new employee orientation for all departments regarding sustainability and energy efficiency.	ADMIN	Short	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
	Promote the stormwater management and protection program.	ADMIN	Short	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future

Figure 3-3: Implementation Matrix Continued

CITY OPERATIONS				
Strategies	Action Items	Responsibility	Time Frame	Status
Strategy 3: Support electric vehicle (EV) infrastructure and operate a safe, clean, and efficient fleet.	Explore the conversion of the municipal fleet to electric.	ADMIN	Medium	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
	Identify locations to install additional EV charging stations.	ADMIN	Ongoing	<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input type="checkbox"/> Future
	Pursue participation in an EV Readiness Program as identified in the City's comprehensive plan.	ADMIN	Medium	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
Strategy 4: Support sustainable material management.	Set a waste reduction goal for municipal operations.	ADMIN	Short	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
	Promote and practice waste reduction and recycling in municipal operations.	ADMIN	Short	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future
	Provide access to recycling infrastructure and services at public places.	ADMIN	Short	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future
	Improve existing curbside recycling program for residents.	ADMIN, I	Short	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future
	Identify convenient food waste composting options for residents.	ADMIN	Long	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
	Develop a program to track recycling and composting rates.	ADMIN, I	Short	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future
COMMUNITY				
Strategies	Action Items	Responsibility	Time Frame	Status
Strategy 1: Increase access to sustainably grown local food.	Educate and engage the community in a sustainable food culture.	SUS, HD, FM	Short	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future
	Encourage a partnership between local restaurants and farms to source local and seasonal foods.	SUS, HD, FM	Medium	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
	Incorporate local and healthy options into public food-service procurement and events.	SUS, HD, FM	Medium	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future
	Support and promote family and community gardens.	SUS, HD, FM	Short	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future

Figure 3-3: Implementation Matrix Continued

COMMUNITY				
Strategies	Action Items	Responsibility	Time Frame	Status
Strategy 2: Cultivate community values based on principles of sustainability.	Educate the community about sustainability initiatives using existing municipal communication outlets (i.e., cable TV, newsletters, social media, and podcasts).	ADMIN	Short	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future
	Use community festivals, lectures, workshops, and other events to disseminate sustainability information.	SUS	Medium	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
	Utilize strategic partnerships with other community organizations to promote sustainability information.	SUS	Short	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future
	Host environmentally focused event(s), such as a trash clean-up day.	ADMIN, SUS, N	Short	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future
	Encourage residents to increase involvement with the City's environmental committees and boards, such as the Sustainability Committee and Tree Board.	ADMIN	Short	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future
Strategy 3: Develop a recognition program to encourage sustainable actions by local businesses.	Determine criteria to designate a business as "green."	SUS, CC	Medium	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
	Draft a recycling plan for businesses.	SUS, ADMIN, ECDC	Medium	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
	Create an EcoOregon logo to recognize sustainable businesses.	SUS, CC	Short	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future
	Increase business recycling efforts by providing facilitation services to identify potential incentives, financial offsets, and grants.	SUS, SW, ECDC, COC	Medium	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
Strategy 4: Promote residential sustainable best practices, including water and energy conservation and waste management.	Increase community waste diversion rate by supporting recycling, composting, and donating opportunities.	CC, SUS, SW, UIE	Short	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future
	Encourage residents and commuters to travel via active or alternative transportation modes, like biking, walking, or driving an EV.	CC, SUS, N	Short	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future
	Revise zoning codes to allow for residential generation of renewable energy, including wind or solar power.	CC	Medium	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
	Work with residents and homeowners associations to promote energy efficiency and water conservation practices.	CC, SUS, I	Medium	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future

Figure 3-3: Implementation Matrix Continued

POLICY				
Strategies	Action Items	Responsibility	Time Frame	Status
Strategy 1: Update building and zoning codes to encourage best practices for sustainable development.	Create incentives to reflect sustainable material use in the residential and non-residential appearance standards.	ADMIN, SUS	Medium	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
	Explore the establishment of sustainable building performance standards for new construction and existing developments.	ADMIN, SUS	Medium	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
	Consider regulations to reduce light pollution through efforts such as down lighting.	SUS, PW	Medium	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
Strategy 2: Facilitate the adoption of renewable energy technologies (e.g., solar, geothermal) by adapting building and zoning codes.	Update building and zoning codes to allow and encourage renewable energy technologies.	ADMIN, CPC	Medium	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
Strategy 3: Achieve greater livability through sustainable land use and housing policies.	Use zoning and development regulations in strategic locations to increase walkability.	ADMIN, CPC	Short	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future
	Review and amend zoning codes to encourage mixed-use development and include pedestrian-friendly standards.	ADMIN, CPC	Short	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
	Enact policies that require conservation design best management practices to protect natural resources.	ADMIN, CPC	Medium	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
DEVELOPMENT & LAND USE				
Strategies	Action Items	Responsibility	Time Frame	Status
Strategy 1: Incentivize EnergyStar and Leadership in Energy and Environmental Design (LEED) principles and green practices for new commercial buildings and retrofits.	Reduce permit fees to developers implementing green practices in new builds or retrofitting existing spaces/buildings.	ADMIN, CPC	Medium	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
	Explore the creation of incentive tiers and measurements to increase the number of green building principles.	ADMIN, CPC	Medium	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
Strategy 2: Protect, preserve, and increase green space.	Conduct a tree canopy study to determine the amount of tree canopy in the City.	ADMIN	Ongoing	<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input type="checkbox"/> Future
	Develop a tree planting program.	ADMIN	Ongoing	<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input type="checkbox"/> Future
	Assess the structural integrity of trees and proactively mitigate risks through strategic removal and other actions.	ADMIN	Ongoing	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future
	Increase downtown green space.	ADMIN, PD	Short	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future

Figure 3-3: Implementation Matrix Continued

DEVELOPMENT & LAND USE				
Strategies	Action Items	Responsibility	Time Frame	Status
Strategy 3: Promote energy-efficient building practices.	Incentivize green building practices through reduced permit fees or fast-tracked applications with green building practices.	ADMIN, CPC	Short	<input type="checkbox"/> Completed <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Future
	Increase sidewalk infrastructure and coordinate sidewalk improvements with the continual creation of an interconnected city-wide trail network.	ADMIN, PD, CPC	Short	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future
	Promote Complete Streets principles that provide for safe shared mobility spaces that minimize conflicts between pedestrians, bicyclists, and motorists.	ADMIN	Short	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future
Strategy 4: Increase and support well-connected, walkable, and mixed-use development.	Build out bike infrastructure and encourage a bicycling culture around town, including on-street bike lanes, share-use trails, bike racks in commercial areas and parks, etc.	ADMIN	Short	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Future

DRAFT

Looking Forward

The City of Oregon’s Sustainability Plan provides a framework for the City’s long-term sustainability goals. It serves as the guide for public officials, staff, community leaders, businesses, and residents to further the enhancement of existing sustainability efforts throughout the City. However, the adoption of the Sustainability Plan is only the first step in implementing the recommendations identified. The responsibilities and additional steps needed for implementation are detailed below.

Implementation Responsibilities

Implementation is for Everyone

This City of Oregon’s Sustainability Plan includes actions that require leadership and engagement from all areas of the community, including City Council, City departments, staff, local businesses, households, and individuals. While many actions can only be accomplished at the city level, the City greatly encourages businesses, organizations, and individuals to provide feedback on sustainability initiatives and policies.

Achieving the goals outlined in this plan requires a sense of responsibility, not only on the City of Oregon, but also on the community as a whole. This plan relies on the engagement of the Oregon community to further the plan’s progress. For the success of this plan, it is crucial that the community is engaged and advocates for sustainable action.



Image source: City of Oregon

Sustainability Committee Responsibilities

The Sustainability Committee is responsible for the creation and maintenance of the City of Oregon’s Sustainability Plan. Additionally, the committee will monitor the implementation

of the plan by ensuring that each action item is executed. This includes following up with responsible parties, tracking progress, and updating timelines. The committee will also provide an annual sustainability progress report that will indicate which action items from the Sustainability Plan have been implemented and where work still needs to be done.

The Sustainability Committee will use the insight shared in the annual progress report to adjust the goals and recommendations for the next year based on the success of each initiative, community input, funding availability, and community impact. The annual progress report will be shared with the City Council and the Oregon community.

Implementation Steps

1. Day-to-Day Use of the Plan

Following its adoption, the City’s Sustainability Plan serves as the sustainability guide for all facets of the City, including land use, economic development, and community resources. City staff should utilize the plan as a reference when assessing policy, land use planning, and development endeavors. Moreover, it should inform the deliberations of local businesses, organizations, and residents interested in sustainability, want to learn about the City’s environmental efforts, and are looking for ways to implement sustainability into their lives.

2. Maintain and Strengthen Cooperation

Successful implementation of the Sustainability Plan requires community support. Open and continual dialogue between the Sustainability Committee, the City, businesses, community organizations, and residents will promote cooperation and help identify potential projects, opportunities, and resources.

3. Enhance Public Communication

The Sustainability Committee will work toward spreading community-wide awareness about the Sustainability Plan and its recommendations to city staff, businesses, and residents. This communication and engagement will include the following:

- Prepare a summary of the Sustainability Plan and distribute it widely throughout the community,
- Make copies of the Sustainability Plan available and accessible online and at City Hall,
- Invite community involvement through regular feedback from residents and businesses, and
- Keep the public informed on progress through the City’s website, newsletter, social media, and community leaders.

4. Identify and Pursue Funding Sources

While many of the projects and recommendations identified in the Sustainability Plan can be implemented through existing municipal and community programs, some may require additional technical and/or financial assistance. To address these needs, the Sustainability Committee will search for and pursue a wide range of local, state, and federal resources and programs.

5. Plan Review & Updates

The Sustainability Plan will be reviewed and updated, if necessary, every 3 years. If priorities change or new issues arise, the Sustainability Plan will be revised and updated accordingly. Changes recommended by the Sustainability Committee will be itemized and sent the City Council for final approval.

CHAPTER 5

Resources

Listed below are various sustainability resources that provide assistance and education to interested parties, including residents, businesses, and the agriculture community. The resources include rebates, assistance programs, community information, and environmental education tools.

Residential

Energy Efficiency Assistance & Rebate Programs

Low Income Home Energy Assistance Program (LIHEAP)

This program helps eligible low-income households pay for home energy services, primarily heating during winter months.

Illinois Home Weatherization Assistance Program (IHWAP)

This program helps low-income residents reduce their energy bills by enhancing the energy efficiency of their homes. If the resident is income-eligible, an energy assessor will record information about the home and then use a computerized energy audit program to prioritize weatherization measures.

Nicor Gas Rebates

Rebates for energy efficiency upgrades are available to all current residential Nicor Gas customers for high-efficiency products that use less energy and reduce consumer costs.

Nicor Free Products and Services

This resource provides information regarding energy savings and offers details on free water-saving and weatherization kits.

ComEd Appliance Rebates and Discounts

This resource lists ComEd's current appliance rebates and discounts available each year.

ComEd Income Eligible Rebates and Discounts

This site provides information about available discounts and higher rebates for income-eligible homes for energy-efficient appliances and home products.

Metropolitan Mayors Caucus Residential Energy Efficiency & Assistance Programs

Greater Chicago region organization provides information on residential energy efficiency and assistance programs, including communications materials.

Recycling & Waste Management

Ogle County Recycling Information

Here, you can find all recycling information for Ogle County, including electronic recycling, recycling events, drop-off recycling options and locations, and business recycling information.

Republic (formerly Morin Disposal) Recycling Services

This is the waste and recycling company currently servicing Oregon. This old website includes a list of accepted items for curbside disposal and recycling. Republic's new website is [here](#).

Backyard Composting Information

This resource acts as a hub for all composting information, including links to other resources.

University of Illinois Extension Composting Site

The Illinois Extension informational site provides videos and resources about how to begin composting and vermicomposting.

Water Conservation

[Oregon Stormwater Management](#)

This is the City of Oregon’s municipal code relating to stormwater management; this code aims to diminish threats to public health, safety, and welfare caused by runoff of excessive stormwater from new development and redevelopment.

[EPA Start Saving](#)

The EPA webpage shares simple steps and informational tools for water efficiency and water-saving technologies.

[One Earth Local](#)

This site hosts water conservation and quality resources from this Chicago area non-profit organization.

[GrateWorks Stormwater Protection](#)

This stormwater protection program encourages residents to “adopt” a stormwater grate or drain and pick up nearby litter along the street to prevent it from entering storm sewers and rivers.

Natural Landscaping

[MWRD Rain Barrels](#)

This resource provides information on the benefits of rain barrels and how to install home rain barrels.

[University of Illinois Extension Rainfall Management](#)

This resource captures information on harvesting rainwater with rain barrels and cisterns, rain gardens, and other water conservation ideas.

[Urban Rain Garden](#)

[Illinois Urban Rain Garden Plant List](#)

[DIY Rain Gardens](#)

These resources provide definitions and descriptions of rain gardens, the benefits of rain gardens, how to construct a rain garden, and what plants to use in Illinois rain gardens.

Businesses

[EPA WaterSense Commercial Buildings](#)

WaterSense provides facility managers, building owners, and other stakeholders with a variety of resources and initiatives to help them save water, energy, and operating costs.

[Rural Business Development Grant Illinois](#)

The purpose of the program is to promote economic development and job creation projects through the awarding of grant funds to eligible entities. Applications compete in two separate categories, business opportunity grants and business enterprise grants, for use in funding various business and community projects that serve rural areas.

[Rural Economic Development Loan & Grant Program in Illinois](#)

The Rural Economic Development Loan and Grant programs provide funding for rural projects through local utility organizations. USDA provides zero-interest loans to local utilities which they, in turn, pass through to local businesses (ultimate recipients) for projects that will create and retain employment in rural areas. Ultimately, recipients repay the lending utility directly. The utility is responsible for repayment to USDA.

[Illinois Department of Commerce & Economic Opportunity](#)

This website highlights all current DCEO grant opportunities. Users can identify which grant resource is most relevant to their business and learn how to apply.

[Rural Microentrepreneur Assistance Program in Illinois](#)

This USDA program provides loans and grants to Microenterprise Development Organizations (MDOs) to help microenterprises start and grow through a Rural Microloan Revolving Fund and provide training and technical assistance to microloan borrowers and micro-entrepreneurs.

[Rural Development Grant Program](#)

Illinois Farm Bureau (IFB) is launching a new Rural Development Grant Program to support rural development projects that will positively impact Farm Bureau members and other rural Illinoisans.

Agriculture

Conservation Practice Standards

The United States Department of Agriculture developed national conservation practice standards for the protection of natural resources and land stewardship. These standards provide minimum criteria for the design and installation of conservation practices. Conservation Practice Standards are linked below:

- [No Till](#)
- [Reduced Till](#)
- [Cover Crop Practice](#)
- [Filter Strip](#)
- [Grassed Waterway](#)
- [Grass Lined Channel](#)
- [Nutrient Management](#)
- [Conservation Cover](#)
- [Constructed Wetlands](#)

Community Gardens

[Oregon Park District Offering Community Garden Plots](#)

The Oregon Park District is partnering with the Oregon Transition Program to manage a community garden located at [Veterans Park](#) on South 10th Street in Oregon. Twelve community garden plots are available to rent each spring.

[SeedMoney Community Gardening Resources](#)

This nonprofit organization promotes food, farm, and garden projects in the U.S.

[Resources for Finding Local Foods & Supporting Local Farmers](#)

This resource shares links to other websites and directories for local food producers and sustainable eating.

[Rodale Institute Vermicomposting for Beginners](#)

This resource provides basic information about composting food waste with worms.

Endnotes

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iii Hes, Dominique. “Impact of community engagement on sustainability outcomes.” University of Melbourne School of Government. July 2017. https://msd.unimelb.edu.au/_data/assets/pdf_file/0006/3027795/Next_Gen_Expert_series_D_Hes-1c4ud7u.pdf.

iv “Use of Energy Explained: Energy Use in Commercial Buildings.” U.S. Energy Information Administration. Last modified June 29, 2023. <https://www.eia.gov/energyexplained/use-of-energy/commercial-buildings.php>.

v Leung, Jessica. “Decarbonizing U.S. Buildings.” Center for Climate and Energy Solutions. July, 2018. <https://www.c2es.org/wp-content/uploads/2018/06/innovation-buildings-background-brief-07-18.pdf>.

vi “Very Walkable: Oregon, Illinois, 61061.” Walk Score. Last modified 2024. <https://www.walkscore.com/score/oregon-il>.

vii “Sustainability Improves Business Profitability.” California Air Resources Board. Accessed March 1, 2024. <https://coolcalifornia.arb.ca.gov/sustainability-improves-business-profitability>.

viii Stone, Tiffanie F., Janette R. Thompson, Kurt A. Rosentrater, and Ajay Nair. 2021. “A Life Cycle Assessment Approach for Vegetables in Large-, Mid-, and Small-Scale Food Systems in the Midwest US” Sustainability 13, no. 20: 11368. <https://doi.org/10.3390/su132011368>.

ix Lowe, Melanie et al. “City planning policies to support health and sustainability: an international comparison of policy indicators for 25 cities.” Urban Design, Transport, And Health Volume 10, Issue 6 (June 2022). DOI: [https://doi.org/10.1016/S2214-109X\(22\)00069-9](https://doi.org/10.1016/S2214-109X(22)00069-9).

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xi “Sustainable: the WBDG Sustainable Committee.” National Institute of Building Sciences Whole Building Design Guide. Last modified 2024. <https://www.wbdg.org/design-objectives/sustainable>.

xii “A Brief Guide to the Benefits of Urban Green Spaces.” University of Leeds. 2015. https://leaf.leeds.ac.uk/wp-content/uploads/sites/86/2015/10/LEAF_benefits_of_urban_green_space_2015_upd.pdf

DRAFT



City of Oregon
115 North 3rd St., Oregon, IL 61061
(815) 732-6321 | cityoforegon.org



Region 1 Planning Council
127 N. Wyman St., Ste. 100 Rockford, IL, 61101
(815) 319-4180 | info@r1planning.org | r1planning.org



Resolution 2024-8

WHEREAS, Candlelight Walk is sponsoring a carriage ride in the City of Oregon with an event which constitutes a public purpose.

WHEREAS, this event will require the temporary intermittent closing of Rt. #2 at the intersection of Franklin Street, to allow carriage rides to cross Route 2 in the City of Oregon.

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time between 3:00 p.m. and 8:00 p.m. on Saturday November 30th, 2024.

BE IT FURTHER RESOLVED that this closure is for the public purpose of holding a carriage ride.

BE IT FURTHER RESOLVED that police officers or authorized flag people shall be present at intersection of crossing.

BE IT FURTHER RESOLVED that police officers, flag people and officials shall permit emergency vehicles in emergency situations to pass through the area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersecting highways pursuant to conditions noted above.

BE IT FURTHER RESOLVED that the City of Oregon hereby agrees to assume all liabilities and pay all claims for any damage, which shall be occasioned by the closing, described above.

BE IT FURTHER RESOLVED that the City of Oregon shall provide a comprehensive general liability insurance policy or an additional insured endorsement in the amount of \$1,000,000 per person and \$2,000,000 aggregate which as the Illinois Department of Transportation and its officials, employees, and agents as insured and which protects them from all claims arising from the requested road closing.

BE IT FURTHER RESOLVED that a copy of this resolution is forwarded to the Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permissions.

Ayes: ___ Nays: ___ Absent: ___

APPROVED by the City Council of the City of Oregon this October 8th, 2024.

Ken Williams, Mayor

ATTEST:

Cheryl Hilton, City Clerk



Illinois Shines Community Solar Disclosure Form - Signature Bundling Approval

Illinois Shines is a state solar incentive program. Your community solar provider is required to provide you with this Disclosure Form so that you have clear information about the community solar subscription. You can contact the Illinois Shines Program Administrator by emailing complaints@illinoisshines.com or by calling (877) 708-3456. More information about Illinois Shines is available at www.IllinoisShines.com and a guide to understanding your disclosure form is available at <https://illinoisshines.com/disclosure-forms>.

Your subscription entitles you to a share of the electricity generated from the community solar project. You will receive monetary credits for this electricity on your utility bill.

"The Program allows for signature bundling to facilitate e-signatures on Community Solar Disclosure Forms generated for situations where one potential nonresidential subscriber has multiple accounts each requiring a separate Disclosure Form. This is only permitted for nonresidential customers and it allows Approved Vendors and Designees to bundle Community Solar disclosure forms together and need only a single e-signature. To use this option the signer of the disclosure form must be a person or a representative of the entity that is the end user of the underlying utility account(s). Intermediaries such as energy management entities or account management entities MAY NOT sign disclosure forms on behalf of a potential subscriber.

Typically, potential subscribers would receive an individual email for each disclosure form. Signature bundling allows the potential subscriber to sign once for multiple disclosure forms even if the forms are for more than one Community Solar project so long as the disclosure form was created by the same Approved Vendor or Designee. The potential subscriber will receive one email with a table summary of all disclosure forms bundled together for signature. Potential subscribers will still have the option to view each full disclosure form before signing."

This language has been pulled from the Illinois Shines Program Guidebook.

Signature

By signing this disclosure form, you certify that you received and read all the following attached disclosure forms and had the opportunity to ask questions about them.

Printed Name _____

Date _____

Signature _____



Disclosure Form Index

	Form ID	Account
1	760184	9496615000
2	760185	6369112222
3	760186	2210612222
4	760187	7898412222
5	760188	6369112222
6	760190	6369112222
7	760191	6369112222
8	760192	3995659000
9	760193	4165022222
10	760194	9496615000
11	760195	6369112222
12	760196	2210612222
13	760197	7898412222
14	760198	8546812222
15	760199	9576301111
16	760200	6648782000
17	760201	7284714000
18	760202	17144000
19	760203	5375355000
20	760204	2621895000
21	760205	4736612222
22	760206	5896342222
23	760207	2230431222
24	760208	224632000
25	760209	9752593000
26	760210	4633417000

Community Solar with Illinois Shines

off-site solar serving multiple subscribers



What Is Illinois Shines?

Illinois Shines is a state-administered incentive program to support the development of new solar projects. Community solar developers receive incentive payments through Illinois Shines, which allows them to offer affordable community solar subscriptions to customers.

What Is Community Solar?

Community solar allows participants, also called subscribers, to benefit from solar energy and support renewable energy development without installing panels on their own property.

When you sign up for community solar, you subscribe to a share of a community solar project. You receive dollar credits on your electric utility bill based on how much electricity your share of the community solar project generates. Then you pay a subscription fee to your community solar provider. You can see savings if that subscription fee is less than the bill credits that you use.

Traditional community solar projects in Illinois Shines offer subscriptions to solar projects located anywhere within a customer's utility territory. A new type of community solar project within Illinois Shines is known as "Community-Driven Community Solar" (CDCS). These are community solar projects that provide direct and tangible benefits to the local community. You can ask your community solar provider whether a community solar project is a Traditional or Community-Driven project.

Community solar is not the same as "green" or "renewable" supply offers from an Alternative Retail Electric Supplier (ARES). Signing up for a community solar subscription is not the same as changing your electric supplier, although some community solar providers may require you to choose a specific electricity supply option as a condition of enrollment.

How Do Community Solar Bill Credits Work?

You will receive monetary credits on your electric utility bill based on how much electricity your share of the community solar project generates. Once you subscribe, and the community solar project is operating, it may take a few months before the credits appear on your bill.



You can view an ADA accessible version of this document at www.illinoisshines.com/accessible.



For customers in **Commonwealth Edison (ComEd) territory**, community solar bill credits are applied to your entire electric bill—that is, they can be used to "buy down" all charges on your electric bill. Bill credits roll over month-to-month and only expire if you move out of ComEd territory.

For customers in **Ameren territory**, until November 2023, community solar bill credits are only applied to the supply charges on your electric bill. After November 2023, bill credits will apply to your entire electric bill. Bill credits roll over month-to-month and only expire if you move out of Ameren territory.

When you subscribe to a community solar project, you are making a financial commitment. If possible, compare offers from different community solar providers. Also, make sure to read and understand your entire subscription contract before signing it.

How Much Will My Community Solar Subscription Cost?

Subscriptions will vary by community solar project and Approved Vendor. You are not guaranteed to save money unless your contract includes an explicit savings guarantee. **Read your contract carefully to make sure you know what you will be paying and when.**



Illinois Shines Program Administrator
admin@illinoisshines.com
(877) 783-1820

Illinois Shines is administered by Energy Solutions on behalf of the Illinois Power Agency, an independent state government agency.

Many community solar subscriptions are priced based on the amount of bill credits that the customer receives. That is, the subscription fee may be a set percentage of the bill credits. For example, your community solar charge might be set at 80% or 90% of the value of the bill credits that you receive. The bill credits (which are based on the amount of electricity generated by your share of the solar project) will vary month-to-month, so the subscription charge will also vary.

If your community solar subscription price is set a different way, make sure that you compare the subscription price and any other fees to the amount of bill credits that you expect to receive.

Carefully review your Disclosure Form and contract to understand other applicable fees, including whether there is a fee for early termination of the subscription.

How Is My Subscription Sized?

Most community solar subscriptions are sized so that the subscription's generation in kilowatt-hours (kWh) roughly matches the customer's electric usage in kWh over the course of the year. Your subscription size will be included on your Disclosure Form. If your subscription size is too large, meaning the subscription size of the project you are subscribed to will produce more kWh of electricity than you use in a year, it is possible that you may pay for more bill credits than you are able to use. Keep in mind that the solar project will generate more electricity in the summer than in the winter.

Other Considerations:

Does your subscription require you to authorize the community solar provider to act as your agent with respect to your electric utility account? If so, the community solar provider may pay your utility bills on your behalf and make changes to your utility account.

Does your subscription require you to sign up to receive electricity from a specific electric supplier or utility default service? If so, what rate will you be charged for electricity under that supply option?

Consumer Protection

Your community solar provider is required to provide you with this informational brochure and a standard Disclosure Form, which you must sign before you sign a subscription contract. The Disclosure Form includes information about the Program and consumer rights, contact information for your community solar provider,

and information about costs and savings. Review this form carefully and use it to compare offers from other community solar providers.

Other Illinois Shines consumer protections include:

- You have the right to keep your subscription if you move to a different home or business location in the same utility service territory.
- You also have rights to assign or sell the subscription to another customer within your original utility service territory without having to pay a fee to the subscription provider. Some restrictions apply.
- Illinois Shines sets out requirements for what information and terms must be included in your subscription contract.
- Only Approved Vendors may submit project applications to Illinois Shines; these companies are vetted by the Program Administrator. Your community solar provider may be an Approved Vendor or they may be a Designee who works with customers on behalf of an Approved Vendor. Designees must be registered with Illinois Shines.
- Dedicated Program Administrator staff answer questions and assist customers in resolving complaints.

Complaint Procedures

If you have a problem related to your solar project or the sales process, first try to resolve it with your installer or the Approved Vendor. If you can't agree about how to solve the problem, you may contact the **Illinois Shines Program Administrator** by emailing complaints@illinoisshines.com or by calling 877-783-1820.

If you have been subject to fraudulent or deceptive sales practices, the Illinois Attorney General's Consumer Protection Division may be able to help.

CHICAGO: 800-386-5438 | TTY: 800-964-3013

SPRINGFIELD: 800-243-0618 | TTY: 877-844-5461

CARBONDALE: 800-243-0607 | TTY: 877-675-9339

SPANISH LANGUAGE: 866-310-8398

For more information, go to www.illinoisshines.com

Illinois Solar for All, another incentive program, is available for income-eligible customers and includes savings guarantees. Learn more at www.IllinoisSFA.com.



Illinois Shines Program Administrator
admin@illinoisshines.com
(877) 783-1820

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Your subscription entitles you to a share of the electricity generated from the community solar project. You will receive monetary credits for this electricity on your utility bill.

Contact Information

Customer Information		Community Solar Provider*	
Name	City of Oregon	Legal Name	United States Solar Services LLC
Address	Well 2 115 N 3rd St., Oregon, IL 61061	Marketing Name	US Solar
Phone	815-732-6321	Phone	612-260-2230
Email	ddehaan@cityoforegon.org	Email	info@us-solar.com
Service utility	ComEd	Website	https://www.us-solar.com/
Utility Account#	9496615000		

*may be different than project owner/developer

Project Information

Your Community Solar Provider has not yet determined to which specific community solar project you will be subscribed, but will send you a notice with the project name, location, size, and Approved Vendor once you are subscribed to a specific project.

Subscription Information

Subscription Size <i>(may vary by the greater of 5kW or 25%)</i>	10.55 kW AC	Estimated first year production <i>(production level will decrease over time)</i>	22,576.00 kWh
		Guaranteed minimum level of production	no guarantee
Term of your subscription	20 years	Estimated start date for bill credits	July 2025

Rate and Payment Information

Enrollment fee or amount due at contract signing	\$0.00
Subscription structure and rate	Payment equal to 85.00% of community solar credits on your utility bill
Frequency of payments and start date	Monthly, one month after energization
Format of bill	Electronic
Payment details	Autopay not required



Early Termination of Subscription

Your community solar subscription will terminate if you move out of your current electric utility's service territory. Advance notice requirements and/or a penalty or fee may apply.

Additional circumstances under which you may terminate your subscription early	See Additional Details
Advanced notice for early termination	180 Day Notice
Penalty or fee for early termination	See Additional Details

Value of Electricity and Savings Estimates

With your community solar subscription, **you will receive monetary credits on your electric utility bill** for the electricity generated by your share of the solar project.

Below are estimates of the bill credits your subscription will generate in the first year and over the term of your subscription (how much less you will pay in electric bills). The form also provides estimated savings in year one and over the subscription term. These estimates are based on the current rate for community solar bill credits for residential customers in your service utility territory.

If you are a non-residential utility customer, your crediting rate may be different. The below estimates are NOT a guarantee; bill crediting rates are subject to change.

For more information on savings estimates, visit <https://illinoisshines.com/cs-disclosure-forms/>

Estimated bill credits for first year		Estimated subscription payments for first year		Enrollment fee		Estimated total savings for first year
\$1,460.67	-	\$1,241.57	-	\$0.00	=	\$219.10
Estimated first year production of electricity from your share of the solar project, multiplied by the bill crediting rate 6.47 cents/kWh		Your subscription fee is 85.00% of your bill credits		Enrollment fee or amount due at contract signing fee		Make sure to also consider any other fees or costs disclosed above

Most community solar subscriptions are sized so that the subscription's generation in kWh roughly matches the customer's electric usage in kWh over the course of the year. If your subscription size is too large, it is possible that you may pay for more bill credits than you can use. Keep in mind that the solar project will generate more electricity in the summer than in the winter.

For more information, visit <https://illinoisshines.com/consumer-protection/disclosure-form-resources>

Additional Information from Community Solar Provider / Approved Vendor

If cancelled prior to Year 5 and no Eligible Transferee is found within 60 days, the Cover Cost would then equal the NPV of the difference between the Projected Subscriber Payments under the original agreement and the Projected Payments to be made at the Unsubscribed Energy Rate. If cancelled after Year 5 due to a non material change and no Eligible Transferee is found within 60 days, the Cover Cost would be equal to the Buyer's Actual Savings for the 48 month period prior to cancellation. If cancelled after Year 5 due to a material change, and no Eligible replacement is found, the Cover Cost would be equal to the Buyer's Actual Savings for the 24 month period prior to cancellation.

Signature

By signing this disclosure form, you certify that you received and read this form and had the opportunity to ask questions about it.

Printed Name _____

Signature _____

Date _____

Community Solar with Illinois Shines

off-site solar serving multiple subscribers



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For customers in **Commonwealth Edison (ComEd) territory**, community solar bill credits are applied to your entire electric bill—that is, they can be used to "buy down" all charges on your electric bill. Bill credits roll over month-to-month and only expire if you move out of ComEd territory.

For customers in **Ameren territory**, until November 2023, community solar bill credits are only applied to the supply charges on your electric bill. After November 2023, bill credits will apply to your entire electric bill. Bill credits roll over month-to-month and only expire if you move out of Ameren territory.

When you subscribe to a community solar project, you are making a financial commitment. If possible, compare offers from different community solar providers. Also, make sure to read and understand your entire subscription contract before signing it.

How Much Will My Community Solar Subscription Cost?

Subscriptions will vary by community solar project and Approved Vendor. You are not guaranteed to save money unless your contract includes an explicit savings guarantee. **Read your contract carefully to make sure you know what you will be paying and when.**



Illinois Shines Program Administrator
admin@illinoisshines.com
(877) 783-1820

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Many community solar subscriptions are priced based on the amount of bill credits that the customer receives. That is, the subscription fee may be a set percentage of the bill credits. For example, your community solar charge might be set at 80% or 90% of the value of the bill credits that you receive. The bill credits (which are based on the amount of electricity generated by your share of the solar project) will vary month-to-month, so the subscription charge will also vary.

If your community solar subscription price is set a different way, make sure that you compare the subscription price and any other fees to the amount of bill credits that you expect to receive.

Carefully review your Disclosure Form and contract to understand other applicable fees, including whether there is a fee for early termination of the subscription.

How Is My Subscription Sized?

Most community solar subscriptions are sized so that the subscription's generation in kilowatt-hours (kWh) roughly matches the customer's electric usage in kWh over the course of the year. Your subscription size will be included on your Disclosure Form. If your subscription size is too large, meaning the subscription size of the project you are subscribed to will produce more kWh of electricity than you use in a year, it is possible that you may pay for more bill credits than you are able to use. Keep in mind that the solar project will generate more electricity in the summer than in the winter.

Other Considerations:

Does your subscription require you to authorize the community solar provider to act as your agent with respect to your electric utility account? If so, the community solar provider may pay your utility bills on your behalf and make changes to your utility account.

Does your subscription require you to sign up to receive electricity from a specific electric supplier or utility default service? If so, what rate will you be charged for electricity under that supply option?

Consumer Protection

Your community solar provider is required to provide you with this informational brochure and a standard Disclosure Form, which you must sign before you sign a subscription contract. The Disclosure Form includes information about the Program and consumer rights, contact information for your community solar provider,

and information about costs and savings. Review this form carefully and use it to compare offers from other community solar providers.

Other Illinois Shines consumer protections include:

- You have the right to keep your subscription if you move to a different home or business location in the same utility service territory.
- You also have rights to assign or sell the subscription to another customer within your original utility service territory without having to pay a fee to the subscription provider. Some restrictions apply.
- Illinois Shines sets out requirements for what information and terms must be included in your subscription contract.
- Only Approved Vendors may submit project applications to Illinois Shines; these companies are vetted by the Program Administrator. Your community solar provider may be an Approved Vendor or they may be a Designee who works with customers on behalf of an Approved Vendor. Designees must be registered with Illinois Shines.
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If you have been subject to fraudulent or deceptive sales practices, the Illinois Attorney General's Consumer Protection Division may be able to help.

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SPRINGFIELD: 800-243-0618 | TTY: 877-844-5461

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SPANISH LANGUAGE: 866-310-8398

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Your subscription entitles you to a share of the electricity generated from the community solar project. You will receive monetary credits for this electricity on your utility bill.

Contact Information

Customer Information		Community Solar Provider*	
Name	City of Oregon	Legal Name	United States Solar Services LLC
Address	13 S Gale Rd, Oregon, IL 61061	Marketing Name	US Solar
Phone	815-732-6321	Phone	612-260-2230
Email	ddehaan@cityoforegon.org	Email	info@us-solar.com
Service utility	ComEd	Website	https://www.us-solar.com/
Utility Account#	6369112222		

*may be different than project owner/developer

Project Information

Your Community Solar Provider has not yet determined to which specific community solar project you will be subscribed, but will send you a notice with the project name, location, size, and Approved Vendor once you are subscribed to a specific project.

Subscription Information

Subscription Size <i>(may vary by the greater of 5kW or 25%)</i>	24.99 kW AC	Estimated first year production <i>(production level will decrease over time)</i>	53,469.00 kWh
		Guaranteed minimum level of production	no guarantee
Term of your subscription	20 years	Estimated start date for bill credits	July 2025

Rate and Payment Information

Enrollment fee or amount due at contract signing	\$0.00
Subscription structure and rate	Payment equal to 85.00% of community solar credits on your utility bill
Frequency of payments and start date	Monthly, one month after energization
Format of bill	Electronic
Payment details	Autopay not required

Early Termination of Subscription

Your community solar subscription will terminate if you move out of your current electric utility's service territory. Advance notice requirements and/or a penalty or fee may apply.

Additional circumstances under which you may terminate your subscription early	See Additional Details
Advanced notice for early termination	180 Day Notice
Penalty or fee for early termination	See Additional Details

Value of Electricity and Savings Estimates

With your community solar subscription, **you will receive monetary credits on your electric utility bill** for the electricity generated by your share of the solar project.

Below are estimates of the bill credits your subscription will generate in the first year and over the term of your subscription (how much less you will pay in electric bills). The form also provides estimated savings in year one and over the subscription term. These estimates are based on the current rate for community solar bill credits for residential customers in your service utility territory.

If you are a non-residential utility customer, your crediting rate may be different. The below estimates are NOT a guarantee; bill crediting rates are subject to change.

For more information on savings estimates, visit <https://illinoisshines.com/cs-disclosure-forms/>

Estimated bill credits for first year		Estimated subscription payments for first year		Enrollment fee		Estimated total savings for first year
\$3,459.44	-	\$2,940.53	-	\$0.00	=	\$518.92
Estimated first year production of electricity from your share of the solar project, multiplied by the bill crediting rate 6.47 cents/kWh		Your subscription fee is 85.00% of your bill credits		Enrollment fee or amount due at contract signing fee		Make sure to also consider any other fees or costs disclosed above

Most community solar subscriptions are sized so that the subscription's generation in kWh roughly matches the customer's electric usage in kWh over the course of the year. If your subscription size is too large, it is possible that you may pay for more bill credits than you can use. Keep in mind that the solar project will generate more electricity in the summer than in the winter.

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Additional Information from Community Solar Provider / Approved Vendor

If cancelled prior to Year 5 and no Eligible Transferee is found within 60 days, the Cover Cost would then equal the NPV of the difference between the Projected Subscriber Payments under the original agreement and the Projected Payments to be made at the Unsubscribed Energy Rate. If cancelled after Year 5 due to a non material change and no Eligible Transferee is found within 60 days, the Cover Cost would be equal to the Buyer's Actual Savings for the 48 month period prior to cancellation. If cancelled after Year 5 due to a material change, and no Eligible replacement is found, the Cover Cost would be equal to the Buyer's Actual Savings for the 24 month period prior to cancellation.

Signature

By signing this disclosure form, you certify that you received and read this form and had the opportunity to ask questions about it.

Printed Name _____

Signature _____

Date _____

Community Solar with Illinois Shines

off-site solar serving multiple subscribers



What Is Illinois Shines?

Illinois Shines is a state-administered incentive program to support the development of new solar projects. Community solar developers receive incentive payments through Illinois Shines, which allows them to offer affordable community solar subscriptions to customers.

What Is Community Solar?

Community solar allows participants, also called subscribers, to benefit from solar energy and support renewable energy development without installing panels on their own property.

When you sign up for community solar, you subscribe to a share of a community solar project. You receive dollar credits on your electric utility bill based on how much electricity your share of the community solar project generates. Then you pay a subscription fee to your community solar provider. You can see savings if that subscription fee is less than the bill credits that you use.

Traditional community solar projects in Illinois Shines offer subscriptions to solar projects located anywhere within a customer's utility territory. A new type of community solar project within Illinois Shines is known as "Community-Driven Community Solar" (CDCS). These are community solar projects that provide direct and tangible benefits to the local community. You can ask your community solar provider whether a community solar project is a Traditional or Community-Driven project.

Community solar is not the same as "green" or "renewable" supply offers from an Alternative Retail Electric Supplier (ARES). Signing up for a community solar subscription is not the same as changing your electric supplier, although some community solar providers may require you to choose a specific electricity supply option as a condition of enrollment.

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Contact Information

Customer Information		Community Solar Provider*	
Name	City of Oregon	Legal Name	United States Solar Services LLC
Address	809 S 13th St., Oregon, IL 61061	Marketing Name	US Solar
Phone	815-732-6321	Phone	612-260-2230
Email	ddehaan@cityoforegon.org	Email	info@us-solar.com
Service utility	ComEd	Website	https://www.us-solar.com/
Utility Account#	2210612222		

*may be different than project owner/developer

Project Information

Your Community Solar Provider has not yet determined to which specific community solar project you will be subscribed, but will send you a notice with the project name, location, size, and Approved Vendor once you are subscribed to a specific project.

Subscription Information

Subscription Size (may vary by the greater of 5kW or 25%)	12.68 kW AC	Estimated first year production (production level will decrease over time)	27,136.00 kWh
		Guaranteed minimum level of production	no guarantee
Term of your subscription	20 years	Estimated start date for bill credits	July 2025

Rate and Payment Information

Enrollment fee or amount due at contract signing	\$0.00
Subscription structure and rate	Payment equal to 85.00% of community solar credits on your utility bill
Frequency of payments and start date	Monthly, one month after energization
Format of bill	Electronic
Payment details	Autopay not required

Early Termination of Subscription

Your community solar subscription will terminate if you move out of your current electric utility's service territory. Advance notice requirements and/or a penalty or fee may apply.

Additional circumstances under which you may terminate your subscription early	See Additional Details
Advanced notice for early termination	180 Day Notice
Penalty or fee for early termination	See Additional Details

Value of Electricity and Savings Estimates

With your community solar subscription, **you will receive monetary credits on your electric utility bill** for the electricity generated by your share of the solar project.

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Estimated bill credits for first year		Estimated subscription payments for first year		Enrollment fee		Estimated total savings for first year
\$1,755.70	-	\$1,492.34	-	\$0.00	=	\$263.35
Estimated first year production of electricity from your share of the solar project, multiplied by the bill crediting rate 6.47 cents/kWh		Your subscription fee is 85.00% of your bill credits		Enrollment fee or amount due at contract signing fee		Make sure to also consider any other fees or costs disclosed above

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Additional Information from Community Solar Provider / Approved Vendor

If cancelled prior to Year 5 and no Eligible Transferee is found within 60 days, the Cover Cost would then equal the NPV of the difference between the Projected Subscriber Payments under the original agreement and the Projected Payments to be made at the Unsubscribed Energy Rate. If cancelled after Year 5 due to a non material change and no Eligible Transferee is found within 60 days, the Cover Cost would be equal to the Buyer's Actual Savings for the 48 month period prior to cancellation. If cancelled after Year 5 due to a material change, and no Eligible replacement is found, the Cover Cost would be equal to the Buyer's Actual Savings for the 24 month period prior to cancellation.

Signature

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Printed Name _____

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Community Solar with Illinois Shines

off-site solar serving multiple subscribers



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Contact Information

Customer Information		Community Solar Provider*	
Name	City of Oregon	Legal Name	United States Solar Services LLC
Address	809 S 13th St 01, Oregon, IL 61061	Marketing Name	US Solar
Phone	815-732-6321	Phone	612-260-2230
Email	ddehaan@cityoforegon.org	Email	info@us-solar.com
Service utility	ComEd	Website	https://www.us-solar.com/
Utility Account#	7898412222		

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Project Information

Your Community Solar Provider has not yet determined to which specific community solar project you will be subscribed, but will send you a notice with the project name, location, size, and Approved Vendor once you are subscribed to a specific project.

Subscription Information

Subscription Size <i>(may vary by the greater of 5kW or 25%)</i>	12.46 kW AC	Estimated first year production <i>(production level will decrease over time)</i>	26,656.00 kWh
		Guaranteed minimum level of production	no guarantee
Term of your subscription	20 years	Estimated start date for bill credits	July 2025

Rate and Payment Information

Enrollment fee or amount due at contract signing	\$0.00
Subscription structure and rate	Payment equal to 85.00% of community solar credits on your utility bill
Frequency of payments and start date	Monthly, one month after energization
Format of bill	Electronic
Payment details	Autopay not required

Early Termination of Subscription

Your community solar subscription will terminate if you move out of your current electric utility's service territory. Advance notice requirements and/or a penalty or fee may apply.

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Estimated bill credits for first year		Estimated subscription payments for first year		Enrollment fee		Estimated total savings for first year
\$1,724.64	-	\$1,465.95	-	\$0.00	=	\$258.70
Estimated first year production of electricity from your share of the solar project, multiplied by the bill crediting rate 6.47 cents/kWh		Your subscription fee is 85.00% of your bill credits		Enrollment fee or amount due at contract signing fee		Make sure to also consider any other fees or costs disclosed above

Most community solar subscriptions are sized so that the subscription's generation in kWh roughly matches the customer's electric usage in kWh over the course of the year. If your subscription size is too large, it is possible that you may pay for more bill credits than you can use. Keep in mind that the solar project will generate more electricity in the summer than in the winter.

For more information, visit <https://illinoisshines.com/consumer-protection/disclosure-form-resources>

Additional Information from Community Solar Provider / Approved Vendor

If cancelled prior to Year 5 and no Eligible Transferee is found within 60 days, the Cover Cost would then equal the NPV of the difference between the Projected Subscriber Payments under the original agreement and the Projected Payments to be made at the Unsubscribed Energy Rate. If cancelled after Year 5 due to a non material change and no Eligible Transferee is found within 60 days, the Cover Cost would be equal to the Buyer's Actual Savings for the 48 month period prior to cancellation. If cancelled after Year 5 due to a material change, and no Eligible replacement is found, the Cover Cost would be equal to the Buyer's Actual Savings for the 24 month period prior to cancellation.

Signature

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Printed Name _____

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Community Solar with Illinois Shines

off-site solar serving multiple subscribers



What Is Illinois Shines?

Illinois Shines is a state-administered incentive program to support the development of new solar projects. Community solar developers receive incentive payments through Illinois Shines, which allows them to offer affordable community solar subscriptions to customers.

What Is Community Solar?

Community solar allows participants, also called subscribers, to benefit from solar energy and support renewable energy development without installing panels on their own property.

When you sign up for community solar, you subscribe to a share of a community solar project. You receive dollar credits on your electric utility bill based on how much electricity your share of the community solar project generates. Then you pay a subscription fee to your community solar provider. You can see savings if that subscription fee is less than the bill credits that you use.

Traditional community solar projects in Illinois Shines offer subscriptions to solar projects located anywhere within a customer's utility territory. A new type of community solar project within Illinois Shines is known as "Community-Driven Community Solar" (CDCS). These are community solar projects that provide direct and tangible benefits to the local community. You can ask your community solar provider whether a community solar project is a Traditional or Community-Driven project.

Community solar is not the same as "green" or "renewable" supply offers from an Alternative Retail Electric Supplier (ARES). Signing up for a community solar subscription is not the same as changing your electric supplier, although some community solar providers may require you to choose a specific electricity supply option as a condition of enrollment.

How Do Community Solar Bill Credits Work?

You will receive monetary credits on your electric utility bill based on how much electricity your share of the community solar project generates. Once you subscribe, and the community solar project is operating, it may take a few months before the credits appear on your bill.



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For customers in **Commonwealth Edison (ComEd) territory**, community solar bill credits are applied to your entire electric bill—that is, they can be used to "buy down" all charges on your electric bill. Bill credits roll over month-to-month and only expire if you move out of ComEd territory.

For customers in **Ameren territory**, until November 2023, community solar bill credits are only applied to the supply charges on your electric bill. After November 2023, bill credits will apply to your entire electric bill. Bill credits roll over month-to-month and only expire if you move out of Ameren territory.

When you subscribe to a community solar project, you are making a financial commitment. If possible, compare offers from different community solar providers. Also, make sure to read and understand your entire subscription contract before signing it.

How Much Will My Community Solar Subscription Cost?

Subscriptions will vary by community solar project and Approved Vendor. You are not guaranteed to save money unless your contract includes an explicit savings guarantee. **Read your contract carefully to make sure you know what you will be paying and when.**



Illinois Shines Program Administrator
admin@illinoisshines.com
(877) 783-1820

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Other Considerations:

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Your subscription entitles you to a share of the electricity generated from the community solar project. You will receive monetary credits for this electricity on your utility bill.

Contact Information

Customer Information		Community Solar Provider*	
Name	City of Oregon	Legal Name	United States Solar Services LLC
Address	13 S Gale Rd, Oregon, IL 61061	Marketing Name	US Solar
Phone	815-732-6321	Phone	612-260-2230
Email	ddehaan@cityoforegon.org	Email	info@us-solar.com
Service utility	ComEd	Website	https://www.us-solar.com/
Utility Account#	6369112222	*may be different than project owner/developer	

Project Information

Your Community Solar Provider has not yet determined to which specific community solar project you will be subscribed, but will send you a notice with the project name, location, size, and Approved Vendor once you are subscribed to a specific project.

Subscription Information

Subscription Size <i>(may vary by the greater of 5kW or 25%)</i>	24.68 kW AC	Estimated first year production <i>(production level will decrease over time)</i>	59,674.00 kWh
		Guaranteed minimum level of production	no guarantee
Term of your subscription	20 years	Estimated start date for bill credits	July 2025

Rate and Payment Information

Enrollment fee or amount due at contract signing	\$0.00
Subscription structure and rate	Payment equal to 85.00% of community solar credits on your utility bill
Frequency of payments and start date	Monthly, one month after energization
Format of bill	Electronic
Payment details	Autopay not required

Early Termination of Subscription

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Additional circumstances under which you may terminate your subscription early	See Additional Details
Advanced notice for early termination	180 Day Notice
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Estimated bill credits for first year		Estimated subscription payments for first year		Enrollment fee		Estimated total savings for first year
\$3,860.91	-	\$3,281.77	-	\$0.00	=	\$579.14
Estimated first year production of electricity from your share of the solar project, multiplied by the bill crediting rate 6.47 cents/kWh		Your subscription fee is 85.00% of your bill credits		Enrollment fee or amount due at contract signing fee		Make sure to also consider any other fees or costs disclosed above

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Community Solar with Illinois Shines

off-site solar serving multiple subscribers



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Contact Information

Customer Information		Community Solar Provider*	
Name	City of Oregon	Legal Name	United States Solar Services LLC
Address	13 S Gale Rd, Oregon, IL 61061	Marketing Name	US Solar
Phone	815-732-6321	Phone	612-260-2230
Email	ddehaan@cityoforegon.org	Email	info@us-solar.com
Service utility	ComEd	Website	https://www.us-solar.com/
Utility Account#	6369112222		

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Project Information

Your Community Solar Provider has not yet determined to which specific community solar project you will be subscribed, but will send you a notice with the project name, location, size, and Approved Vendor once you are subscribed to a specific project.

Subscription Information

Subscription Size <i>(may vary by the greater of 5kW or 25%)</i>	24.99 kW AC	Estimated first year production <i>(production level will decrease over time)</i>	62,782.00 kWh
		Guaranteed minimum level of production	no guarantee
Term of your subscription	20 years	Estimated start date for bill credits	October 2025

Rate and Payment Information

Enrollment fee or amount due at contract signing	\$0.00
Subscription structure and rate	Payment equal to 85.00% of community solar credits on your utility bill
Frequency of payments and start date	Monthly, one month after energization
Format of bill	Electronic
Payment details	Autopay not required



Early Termination of Subscription

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Estimated bill credits for first year		Estimated subscription payments for first year		Enrollment fee		Estimated total savings for first year
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Illinois Shines Community Solar Disclosure Form

Illinois Shines is a state solar incentive program. Your community solar provider is required to provide you with this Disclosure Form so that you have clear information about the community solar subscription. You can contact the Illinois Shines Program Administrator by emailing complaints@illinoisshines.com or by calling (877) 708-3456. More information about Illinois Shines is available at www.IllinoisShines.com and a guide to understanding your disclosure form is available at <https://illinoisshines.com/consumer-protection/disclosure-form-resources>

Your subscription entitles you to a share of the electricity generated from the community solar project. You will receive monetary credits for this electricity on your utility bill.

Contact Information

Customer Information		Community Solar Provider*	
Name	City of Oregon	Legal Name	United States Solar Services LLC
Address	13 S Gale Rd, Oregon, IL 61061	Marketing Name	US Solar
Phone	815-732-6321	Phone	612-260-2230
Email	ddehaan@cityoforegon.org	Email	info@us-solar.com
Service utility	ComEd	Website	https://www.us-solar.com/
Utility Account#	6369112222		

*may be different than project owner/developer

Project Information

Your Community Solar Provider has not yet determined to which specific community solar project you will be subscribed, but will send you a notice with the project name, location, size, and Approved Vendor once you are subscribed to a specific project.

Subscription Information

Subscription Size <i>(may vary by the greater of 5kW or 25%)</i>	24.99 kW AC	Estimated first year production <i>(production level will decrease over time)</i>	56,073.00 kWh
		Guaranteed minimum level of production	no guarantee
Term of your subscription	20 years	Estimated start date for bill credits	November 2025

Rate and Payment Information

Enrollment fee or amount due at contract signing	\$0.00
Subscription structure and rate	Payment equal to 85.00% of community solar credits on your utility bill
Frequency of payments and start date	Monthly, one month after energization
Format of bill	Electronic
Payment details	Autopay not required

Early Termination of Subscription

Your community solar subscription will terminate if you move out of your current electric utility's service territory. Advance notice requirements and/or a penalty or fee may apply.

Additional circumstances under which you may terminate your subscription early	See Additional Details
Advanced notice for early termination	180 Day Notice
Penalty or fee for early termination	See Additional Details

Value of Electricity and Savings Estimates

With your community solar subscription, **you will receive monetary credits on your electric utility bill** for the electricity generated by your share of the solar project.

Below are estimates of the bill credits your subscription will generate in the first year and over the term of your subscription (how much less you will pay in electric bills). The form also provides estimated savings in year one and over the subscription term. These estimates are based on the current rate for community solar bill credits for residential customers in your service utility territory.

If you are a non-residential utility customer, your crediting rate may be different. The below estimates are NOT a guarantee; bill crediting rates are subject to change.

For more information on savings estimates, visit <https://illinoisshines.com/cs-disclosure-forms/>

Estimated bill credits for first year		Estimated subscription payments for first year		Enrollment fee		Estimated total savings for first year
\$3,627.92	-	\$3,083.73	-	\$0.00	=	\$544.19
Estimated first year production of electricity from your share of the solar project, multiplied by the bill crediting rate 6.47 cents/kWh		Your subscription fee is 85.00% of your bill credits		Enrollment fee or amount due at contract signing fee		Make sure to also consider any other fees or costs disclosed above

Most community solar subscriptions are sized so that the subscription's generation in kWh roughly matches the customer's electric usage in kWh over the course of the year. If your subscription size is too large, it is possible that you may pay for more bill credits than you can use. Keep in mind that the solar project will generate more electricity in the summer than in the winter.

For more information, visit <https://illinoisshines.com/consumer-protection/disclosure-form-resources>

Additional Information from Community Solar Provider / Approved Vendor

If cancelled prior to Year 5 and no Eligible Transferee is found within 60 days, the Cover Cost would then equal the NPV of the difference between the Projected Subscriber Payments under the original agreement and the Projected Payments to be made at the Unsubscribed Energy Rate. If cancelled after Year 5 due to a non material change and no Eligible Transferee is found within 60 days, the Cover Cost would be equal to the Buyer's Actual Savings for the 48 month period prior to cancellation. If cancelled after Year 5 due to a material change, and no Eligible replacement is found, the Cover Cost would be equal to the Buyer's Actual Savings for the 24 month period prior to cancellation.

Signature

By signing this disclosure form, you certify that you received and read this form and had the opportunity to ask questions about it.

Printed Name _____

Signature _____

Date _____

Community Solar with Illinois Shines

off-site solar serving multiple subscribers



What Is Illinois Shines?

Illinois Shines is a state-administered incentive program to support the development of new solar projects. Community solar developers receive incentive payments through Illinois Shines, which allows them to offer affordable community solar subscriptions to customers.

What Is Community Solar?

Community solar allows participants, also called subscribers, to benefit from solar energy and support renewable energy development without installing panels on their own property.

When you sign up for community solar, you subscribe to a share of a community solar project. You receive dollar credits on your electric utility bill based on how much electricity your share of the community solar project generates. Then you pay a subscription fee to your community solar provider. You can see savings if that subscription fee is less than the bill credits that you use.

Traditional community solar projects in Illinois Shines offer subscriptions to solar projects located anywhere within a customer's utility territory. A new type of community solar project within Illinois Shines is known as "Community-Driven Community Solar" (CDCS). These are community solar projects that provide direct and tangible benefits to the local community. You can ask your community solar provider whether a community solar project is a Traditional or Community-Driven project.

Community solar is not the same as "green" or "renewable" supply offers from an Alternative Retail Electric Supplier (ARES). Signing up for a community solar subscription is not the same as changing your electric supplier, although some community solar providers may require you to choose a specific electricity supply option as a condition of enrollment.

How Do Community Solar Bill Credits Work?

You will receive monetary credits on your electric utility bill based on how much electricity your share of the community solar project generates. Once you subscribe, and the community solar project is operating, it may take a few months before the credits appear on your bill.



You can view an ADA accessible version of this document at www.illinoisshines.com/accessible.



For customers in **Commonwealth Edison (ComEd) territory**, community solar bill credits are applied to your entire electric bill—that is, they can be used to "buy down" all charges on your electric bill. Bill credits roll over month-to-month and only expire if you move out of ComEd territory.

For customers in **Ameren territory**, until November 2023, community solar bill credits are only applied to the supply charges on your electric bill. After November 2023, bill credits will apply to your entire electric bill. Bill credits roll over month-to-month and only expire if you move out of Ameren territory.

When you subscribe to a community solar project, you are making a financial commitment. If possible, compare offers from different community solar providers. Also, make sure to read and understand your entire subscription contract before signing it.

How Much Will My Community Solar Subscription Cost?

Subscriptions will vary by community solar project and Approved Vendor. You are not guaranteed to save money unless your contract includes an explicit savings guarantee. **Read your contract carefully to make sure you know what you will be paying and when.**



Illinois Shines Program Administrator
admin@illinoisshines.com
(877) 783-1820

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Many community solar subscriptions are priced based on the amount of bill credits that the customer receives. That is, the subscription fee may be a set percentage of the bill credits. For example, your community solar charge might be set at 80% or 90% of the value of the bill credits that you receive. The bill credits (which are based on the amount of electricity generated by your share of the solar project) will vary month-to-month, so the subscription charge will also vary.

If your community solar subscription price is set a different way, make sure that you compare the subscription price and any other fees to the amount of bill credits that you expect to receive.

Carefully review your Disclosure Form and contract to understand other applicable fees, including whether there is a fee for early termination of the subscription.

How Is My Subscription Sized?

Most community solar subscriptions are sized so that the subscription's generation in kilowatt-hours (kWh) roughly matches the customer's electric usage in kWh over the course of the year. Your subscription size will be included on your Disclosure Form. If your subscription size is too large, meaning the subscription size of the project you are subscribed to will produce more kWh of electricity than you use in a year, it is possible that you may pay for more bill credits than you are able to use. Keep in mind that the solar project will generate more electricity in the summer than in the winter.

Other Considerations:

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Does your subscription require you to sign up to receive electricity from a specific electric supplier or utility default service? If so, what rate will you be charged for electricity under that supply option?

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and information about costs and savings. Review this form carefully and use it to compare offers from other community solar providers.

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- You also have rights to assign or sell the subscription to another customer within your original utility service territory without having to pay a fee to the subscription provider. Some restrictions apply.
- Illinois Shines sets out requirements for what information and terms must be included in your subscription contract.
- Only Approved Vendors may submit project applications to Illinois Shines; these companies are vetted by the Program Administrator. Your community solar provider may be an Approved Vendor or they may be a Designee who works with customers on behalf of an Approved Vendor. Designees must be registered with Illinois Shines.
- Dedicated Program Administrator staff answer questions and assist customers in resolving complaints.

Complaint Procedures

If you have a problem related to your solar project or the sales process, first try to resolve it with your installer or the Approved Vendor. If you can't agree about how to solve the problem, you may contact the **Illinois Shines Program Administrator** by emailing complaints@illinoisshines.com or by calling 877-783-1820.

If you have been subject to fraudulent or deceptive sales practices, the Illinois Attorney General's Consumer Protection Division may be able to help.

CHICAGO: 800-386-5438 | TTY: 800-964-3013

SPRINGFIELD: 800-243-0618 | TTY: 877-844-5461

CARBONDALE: 800-243-0607 | TTY: 877-675-9339

SPANISH LANGUAGE: 866-310-8398

For more information, go to www.illinoisshines.com

Illinois Solar for All, another incentive program, is available for income-eligible customers and includes savings guarantees. Learn more at www.IllinoisSFA.com.



Illinois Shines Program Administrator
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Name	City of Oregon	Legal Name	United States Solar Services LLC
Address	13 Gale St., Oregon, IL 61061	Marketing Name	US Solar
Phone	815-732-6321	Phone	612-260-2230
Email	ddehaan@cityoforegon.org	Email	info@us-solar.com
Service utility	ComEd	Website	https://www.us-solar.com/
Utility Account#	3995659000	*may be different than project owner/developer	

Project Information

Your Community Solar Provider has not yet determined to which specific community solar project you will be subscribed, but will send you a notice with the project name, location, size, and Approved Vendor once you are subscribed to a specific project.

Subscription Information

Subscription Size <i>(may vary by the greater of 5kW or 25%)</i>	5.46 kW AC	Estimated first year production <i>(production level will decrease over time)</i>	12,025.00 kWh
		Guaranteed minimum level of production	no guarantee
Term of your subscription	20 years	Estimated start date for bill credits	May 2025

Rate and Payment Information

Enrollment fee or amount due at contract signing	\$0.00
Subscription structure and rate	Payment equal to 85.00% of community solar credits on your utility bill
Frequency of payments and start date	Monthly, one month after energization
Format of bill	Electronic
Payment details	Autopay not required

Early Termination of Subscription

Your community solar subscription will terminate if you move out of your current electric utility's service territory. Advance notice requirements and/or a penalty or fee may apply.

Additional circumstances under which you may terminate your subscription early	See Additional Details
Advanced notice for early termination	180 Day Notice
Penalty or fee for early termination	See Additional Details

Value of Electricity and Savings Estimates

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Estimated bill credits for first year		Estimated subscription payments for first year		Enrollment fee		Estimated total savings for first year
\$778.02	-	\$661.31	-	\$0.00	=	\$116.70
Estimated first year production of electricity from your share of the solar project, multiplied by the bill crediting rate 6.47 cents/kWh		Your subscription fee is 85.00% of your bill credits		Enrollment fee or amount due at contract signing fee		Make sure to also consider any other fees or costs disclosed above

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Additional Information from Community Solar Provider / Approved Vendor

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Signature

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Printed Name _____

Signature _____

Date _____

Community Solar with Illinois Shines

off-site solar serving multiple subscribers



What Is Illinois Shines?

Illinois Shines is a state-administered incentive program to support the development of new solar projects. Community solar developers receive incentive payments through Illinois Shines, which allows them to offer affordable community solar subscriptions to customers.

What Is Community Solar?

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How Do Community Solar Bill Credits Work?

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For customers in **Commonwealth Edison (ComEd) territory**, community solar bill credits are applied to your entire electric bill—that is, they can be used to "buy down" all charges on your electric bill. Bill credits roll over month-to-month and only expire if you move out of ComEd territory.

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When you subscribe to a community solar project, you are making a financial commitment. If possible, compare offers from different community solar providers. Also, make sure to read and understand your entire subscription contract before signing it.

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(877) 783-1820

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- You also have rights to assign or sell the subscription to another customer within your original utility service territory without having to pay a fee to the subscription provider. Some restrictions apply.
- Illinois Shines sets out requirements for what information and terms must be included in your subscription contract.
- Only Approved Vendors may submit project applications to Illinois Shines; these companies are vetted by the Program Administrator. Your community solar provider may be an Approved Vendor or they may be a Designee who works with customers on behalf of an Approved Vendor. Designees must be registered with Illinois Shines.
- Dedicated Program Administrator staff answer questions and assist customers in resolving complaints.

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If you have been subject to fraudulent or deceptive sales practices, the Illinois Attorney General's Consumer Protection Division may be able to help.

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SPANISH LANGUAGE: 866-310-8398

For more information, go to www.illinoisshines.com

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Customer Information		Community Solar Provider*	
Name	City of Oregon	Legal Name	United States Solar Services LLC
Address	834 Fairground, Oregon, IL 61061	Marketing Name	US Solar
Phone	815-732-6321	Phone	612-260-2230
Email	ddehaan@cityoforegon.org	Email	info@us-solar.com
Service utility	ComEd	Website	https://www.us-solar.com/
Utility Account#	4165022222	*may be different than project owner/developer	

Project Information

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Subscription Information

Subscription Size <i>(may vary by the greater of 5kW or 25%)</i>	0.34 kW AC	Estimated first year production <i>(production level will decrease over time)</i>	752.00 kWh
		Guaranteed minimum level of production	no guarantee
Term of your subscription	20 years	Estimated start date for bill credits	May 2025

Rate and Payment Information

Enrollment fee or amount due at contract signing	\$0.00
Subscription structure and rate	Payment equal to 85.00% of community solar credits on your utility bill
Frequency of payments and start date	Monthly, one month after energization
Format of bill	Electronic
Payment details	Autopay not required

Early Termination of Subscription

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Estimated bill credits for first year		Estimated subscription payments for first year		Enrollment fee		Estimated total savings for first year
\$48.65	-	\$41.36	-	\$0.00	=	\$7.30
Estimated first year production of electricity from your share of the solar project, multiplied by the bill crediting rate 6.47 cents/kWh		Your subscription fee is 85.00% of your bill credits		Enrollment fee or amount due at contract signing fee		Make sure to also consider any other fees or costs disclosed above

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Printed Name _____

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Community Solar with Illinois Shines

off-site solar serving multiple subscribers



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Other Considerations:

Does your subscription require you to authorize the community solar provider to act as your agent with respect to your electric utility account? If so, the community solar provider may pay your utility bills on your behalf and make changes to your utility account.

Does your subscription require you to sign up to receive electricity from a specific electric supplier or utility default service? If so, what rate will you be charged for electricity under that supply option?

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and information about costs and savings. Review this form carefully and use it to compare offers from other community solar providers.

Other Illinois Shines consumer protections include:

- You have the right to keep your subscription if you move to a different home or business location in the same utility service territory.
- You also have rights to assign or sell the subscription to another customer within your original utility service territory without having to pay a fee to the subscription provider. Some restrictions apply.
- Illinois Shines sets out requirements for what information and terms must be included in your subscription contract.
- Only Approved Vendors may submit project applications to Illinois Shines; these companies are vetted by the Program Administrator. Your community solar provider may be an Approved Vendor or they may be a Designee who works with customers on behalf of an Approved Vendor. Designees must be registered with Illinois Shines.
- Dedicated Program Administrator staff answer questions and assist customers in resolving complaints.

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Your subscription entitles you to a share of the electricity generated from the community solar project. You will receive monetary credits for this electricity on your utility bill.

Contact Information

Customer Information		Community Solar Provider*	
Name	City of Oregon	Legal Name	United States Solar Services LLC
Address	Well 2 115 N 3rd St., Oregon, IL 61061	Marketing Name	US Solar
Phone	815-732-6321	Phone	612-260-2230
Email	ddehaan@cityoforegon.org	Email	info@us-solar.com
Service utility	ComEd	Website	https://www.us-solar.com/
Utility Account#	9496615000		

*may be different than project owner/developer

Project Information

Your Community Solar Provider has not yet determined to which specific community solar project you will be subscribed, but will send you a notice with the project name, location, size, and Approved Vendor once you are subscribed to a specific project.

Subscription Information

Subscription Size <i>(may vary by the greater of 5kW or 25%)</i>	24.99 kW AC	Estimated first year production <i>(production level will decrease over time)</i>	55,064.00 kWh
		Guaranteed minimum level of production	no guarantee
Term of your subscription	20 years	Estimated start date for bill credits	May 2025

Rate and Payment Information

Enrollment fee or amount due at contract signing	\$0.00
Subscription structure and rate	Payment equal to 85.00% of community solar credits on your utility bill
Frequency of payments and start date	Monthly, one month after energization
Format of bill	Electronic
Payment details	Autopay not required



Early Termination of Subscription

Your community solar subscription will terminate if you move out of your current electric utility's service territory. Advance notice requirements and/or a penalty or fee may apply.

Additional circumstances under which you may terminate your subscription early	See Additional Details
Advanced notice for early termination	180 Day Notice
Penalty or fee for early termination	See Additional Details

Value of Electricity and Savings Estimates

With your community solar subscription, **you will receive monetary credits on your electric utility bill** for the electricity generated by your share of the solar project.

Below are estimates of the bill credits your subscription will generate in the first year and over the term of your subscription (how much less you will pay in electric bills). The form also provides estimated savings in year one and over the subscription term. These estimates are based on the current rate for community solar bill credits for residential customers in your service utility territory.

If you are a non-residential utility customer, your crediting rate may be different. The below estimates are NOT a guarantee; bill crediting rates are subject to change.

For more information on savings estimates, visit <https://illinoisshines.com/cs-disclosure-forms/>

Estimated bill credits for first year		Estimated subscription payments for first year		Enrollment fee		Estimated total savings for first year
\$3,562.64	-	\$3,028.24	-	\$0.00	=	\$534.40
Estimated first year production of electricity from your share of the solar project, multiplied by the bill crediting rate 6.47 cents/kWh		Your subscription fee is 85.00% of your bill credits		Enrollment fee or amount due at contract signing fee		Make sure to also consider any other fees or costs disclosed above

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Community Solar with Illinois Shines

off-site solar serving multiple subscribers



What Is Illinois Shines?

Illinois Shines is a state-administered incentive program to support the development of new solar projects. Community solar developers receive incentive payments through Illinois Shines, which allows them to offer affordable community solar subscriptions to customers.

What Is Community Solar?

Community solar allows participants, also called subscribers, to benefit from solar energy and support renewable energy development without installing panels on their own property.

When you sign up for community solar, you subscribe to a share of a community solar project. You receive dollar credits on your electric utility bill based on how much electricity your share of the community solar project generates. Then you pay a subscription fee to your community solar provider. You can see savings if that subscription fee is less than the bill credits that you use.

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When you subscribe to a community solar project, you are making a financial commitment. If possible, compare offers from different community solar providers. Also, make sure to read and understand your entire subscription contract before signing it.

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Subscriptions will vary by community solar project and Approved Vendor. You are not guaranteed to save money unless your contract includes an explicit savings guarantee. **Read your contract carefully to make sure you know what you will be paying and when.**



Illinois Shines Program Administrator
admin@illinoisshines.com
(877) 783-1820

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Term of your subscription	20 years	Estimated start date for bill credits	May 2025

Rate and Payment Information

Enrollment fee or amount due at contract signing	\$0.00
Subscription structure and rate	Payment equal to 85.00% of community solar credits on your utility bill
Frequency of payments and start date	Monthly, one month after energization
Format of bill	Electronic
Payment details	Autopay not required

Early Termination of Subscription

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Community Solar with Illinois Shines

off-site solar serving multiple subscribers



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When you sign up for community solar, you subscribe to a share of a community solar project. You receive dollar credits on your electric utility bill based on how much electricity your share of the community solar project generates. Then you pay a subscription fee to your community solar provider. You can see savings if that subscription fee is less than the bill credits that you use.

Traditional community solar projects in Illinois Shines offer subscriptions to solar projects located anywhere within a customer's utility territory. A new type of community solar project within Illinois Shines is known as "Community-Driven Community Solar" (CDCS). These are community solar projects that provide direct and tangible benefits to the local community. You can ask your community solar provider whether a community solar project is a Traditional or Community-Driven project.

Community solar is not the same as "green" or "renewable" supply offers from an Alternative Retail Electric Supplier (ARES). Signing up for a community solar subscription is not the same as changing your electric supplier, although some community solar providers may require you to choose a specific electricity supply option as a condition of enrollment.

How Do Community Solar Bill Credits Work?

You will receive monetary credits on your electric utility bill based on how much electricity your share of the community solar project generates. Once you subscribe, and the community solar project is operating, it may take a few months before the credits appear on your bill.



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For customers in **Commonwealth Edison (ComEd) territory**, community solar bill credits are applied to your entire electric bill—that is, they can be used to "buy down" all charges on your electric bill. Bill credits roll over month-to-month and only expire if you move out of ComEd territory.

For customers in **Ameren territory**, until November 2023, community solar bill credits are only applied to the supply charges on your electric bill. After November 2023, bill credits will apply to your entire electric bill. Bill credits roll over month-to-month and only expire if you move out of Ameren territory.

When you subscribe to a community solar project, you are making a financial commitment. If possible, compare offers from different community solar providers. Also, make sure to read and understand your entire subscription contract before signing it.

How Much Will My Community Solar Subscription Cost?

Subscriptions will vary by community solar project and Approved Vendor. You are not guaranteed to save money unless your contract includes an explicit savings guarantee. **Read your contract carefully to make sure you know what you will be paying and when.**



Illinois Shines Program Administrator
admin@illinoisshines.com
(877) 783-1820

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Many community solar subscriptions are priced based on the amount of bill credits that the customer receives. That is, the subscription fee may be a set percentage of the bill credits. For example, your community solar charge might be set at 80% or 90% of the value of the bill credits that you receive. The bill credits (which are based on the amount of electricity generated by your share of the solar project) will vary month-to-month, so the subscription charge will also vary.

If your community solar subscription price is set a different way, make sure that you compare the subscription price and any other fees to the amount of bill credits that you expect to receive.

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How Is My Subscription Sized?

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Other Considerations:

Does your subscription require you to authorize the community solar provider to act as your agent with respect to your electric utility account? If so, the community solar provider may pay your utility bills on your behalf and make changes to your utility account.

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Consumer Protection

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and information about costs and savings. Review this form carefully and use it to compare offers from other community solar providers.

Other Illinois Shines consumer protections include:

- You have the right to keep your subscription if you move to a different home or business location in the same utility service territory.
- You also have rights to assign or sell the subscription to another customer within your original utility service territory without having to pay a fee to the subscription provider. Some restrictions apply.
- Illinois Shines sets out requirements for what information and terms must be included in your subscription contract.
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If you have a problem related to your solar project or the sales process, first try to resolve it with your installer or the Approved Vendor. If you can't agree about how to solve the problem, you may contact the **Illinois Shines Program Administrator** by emailing complaints@illinoisshines.com or by calling 877-783-1820.

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SPANISH LANGUAGE: 866-310-8398

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Your subscription entitles you to a share of the electricity generated from the community solar project. You will receive monetary credits for this electricity on your utility bill.

Contact Information

Customer Information		Community Solar Provider*	
Name	City of Oregon	Legal Name	United States Solar Services LLC
Address	809 S 13th St 01, Oregon, IL 61061	Marketing Name	US Solar
Phone	815-732-6321	Phone	612-260-2230
Email	ddehaan@cityoforegon.org	Email	info@us-solar.com
Service utility	ComEd	Website	https://www.us-solar.com/
Utility Account#	7898412222	*may be different than project owner/developer	

Project Information

Your Community Solar Provider has not yet determined to which specific community solar project you will be subscribed, but will send you a notice with the project name, location, size, and Approved Vendor once you are subscribed to a specific project.

Subscription Information

Subscription Size <i>(may vary by the greater of 5kW or 25%)</i>	24.99 kW AC	Estimated first year production <i>(production level will decrease over time)</i>	55,064.00 kWh
		Guaranteed minimum level of production	no guarantee
Term of your subscription	20 years	Estimated start date for bill credits	May 2025

Rate and Payment Information

Enrollment fee or amount due at contract signing	\$0.00
Subscription structure and rate	Payment equal to 85.00% of community solar credits on your utility bill
Frequency of payments and start date	Monthly, one month after energization
Format of bill	Electronic
Payment details	Autopay not required



Early Termination of Subscription

Your community solar subscription will terminate if you move out of your current electric utility's service territory. Advance notice requirements and/or a penalty or fee may apply.

Additional circumstances under which you may terminate your subscription early	See Additional Details
Advanced notice for early termination	180 Day Notice
Penalty or fee for early termination	See Additional Details

Value of Electricity and Savings Estimates

With your community solar subscription, **you will receive monetary credits on your electric utility bill** for the electricity generated by your share of the solar project.

Below are estimates of the bill credits your subscription will generate in the first year and over the term of your subscription (how much less you will pay in electric bills). The form also provides estimated savings in year one and over the subscription term. These estimates are based on the current rate for community solar bill credits for residential customers in your service utility territory.

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Estimated bill credits for first year		Estimated subscription payments for first year		Enrollment fee		Estimated total savings for first year
\$3,562.64	-	\$3,028.24	-	\$0.00	=	\$534.40
Estimated first year production of electricity from your share of the solar project, multiplied by the bill crediting rate 6.47 cents/kWh		Your subscription fee is 85.00% of your bill credits		Enrollment fee or amount due at contract signing fee		Make sure to also consider any other fees or costs disclosed above

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Additional Information from Community Solar Provider / Approved Vendor

If cancelled prior to Year 5 and no Eligible Transferee is found within 60 days, the Cover Cost would then equal the NPV of the difference between the Projected Subscriber Payments under the original agreement and the Projected Payments to be made at the Unsubscribed Energy Rate. If cancelled after Year 5 due to a non material change and no Eligible Transferee is found within 60 days, the Cover Cost would be equal to the Buyer's Actual Savings for the 48 month period prior to cancellation. If cancelled after Year 5 due to a material change, and no Eligible replacement is found, the Cover Cost would be equal to the Buyer's Actual Savings for the 24 month period prior to cancellation.

Signature

By signing this disclosure form, you certify that you received and read this form and had the opportunity to ask questions about it.

Printed Name _____

Signature _____

Date _____

Community Solar with Illinois Shines

off-site solar serving multiple subscribers



What Is Illinois Shines?

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Customer Information		Community Solar Provider*	
Name	City of Oregon	Legal Name	United States Solar Services LLC
Address	809 S 13th St 02, Oregon, IL 61061	Marketing Name	US Solar
Phone	815-732-6321	Phone	612-260-2230
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Utility Account#	8546812222	*may be different than project owner/developer	

Project Information

Your Community Solar Provider has not yet determined to which specific community solar project you will be subscribed, but will send you a notice with the project name, location, size, and Approved Vendor once you are subscribed to a specific project.

Subscription Information

Subscription Size <i>(may vary by the greater of 5kW or 25%)</i>	9.00 kW AC	Estimated first year production <i>(production level will decrease over time)</i>	19,836.00 kWh
		Guaranteed minimum level of production	no guarantee
Term of your subscription	20 years	Estimated start date for bill credits	May 2025

Rate and Payment Information

Enrollment fee or amount due at contract signing	\$0.00
Subscription structure and rate	Payment equal to 85.00% of community solar credits on your utility bill
Frequency of payments and start date	Monthly, one month after energization
Format of bill	Electronic
Payment details	Autopay not required

Early Termination of Subscription

Your community solar subscription will terminate if you move out of your current electric utility's service territory. Advance notice requirements and/or a penalty or fee may apply.

Additional circumstances under which you may terminate your subscription early	See Additional Details
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Value of Electricity and Savings Estimates

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Estimated bill credits for first year		Estimated subscription payments for first year		Enrollment fee		Estimated total savings for first year
\$1,283.39	-	\$1,090.88	-	\$0.00	=	\$192.51
Estimated first year production of electricity from your share of the solar project, multiplied by the bill crediting rate 6.47 cents/kWh		Your subscription fee is 85.00% of your bill credits		Enrollment fee or amount due at contract signing fee		Make sure to also consider any other fees or costs disclosed above

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off-site solar serving multiple subscribers



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Name	City of Oregon	Legal Name	United States Solar Services LLC
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Phone	815-732-6321	Phone	612-260-2230
Email	ddehaan@cityoforegon.org	Email	info@us-solar.com
Service utility	ComEd	Website	https://www.us-solar.com/
Utility Account#	9576301111		

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Subscription Information

Subscription Size <i>(may vary by the greater of 5kW or 25%)</i>	1.26 kW AC	Estimated first year production <i>(production level will decrease over time)</i>	2,779.00 kWh
		Guaranteed minimum level of production	no guarantee
Term of your subscription	20 years	Estimated start date for bill credits	May 2025

Rate and Payment Information

Enrollment fee or amount due at contract signing	\$0.00
Subscription structure and rate	Payment equal to 85.00% of community solar credits on your utility bill
Frequency of payments and start date	Monthly, one month after energization
Format of bill	Electronic
Payment details	Autopay not required

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Penalty or fee for early termination	See Additional Details

Value of Electricity and Savings Estimates

With your community solar subscription, **you will receive monetary credits on your electric utility bill** for the electricity generated by your share of the solar project.

Below are estimates of the bill credits your subscription will generate in the first year and over the term of your subscription (how much less you will pay in electric bills). The form also provides estimated savings in year one and over the subscription term. These estimates are based on the current rate for community solar bill credits for residential customers in your service utility territory.

If you are a non-residential utility customer, your crediting rate may be different. The below estimates are NOT a guarantee; bill crediting rates are subject to change.

For more information on savings estimates, visit <https://illinoisshines.com/cs-disclosure-forms/>

Estimated bill credits for first year		Estimated subscription payments for first year		Enrollment fee		Estimated total savings for first year
\$179.80	-	\$152.83	-	\$0.00	=	\$26.97
Estimated first year production of electricity from your share of the solar project, multiplied by the bill crediting rate 6.47 cents/kWh		Your subscription fee is 85.00% of your bill credits		Enrollment fee or amount due at contract signing fee		Make sure to also consider any other fees or costs disclosed above

Most community solar subscriptions are sized so that the subscription's generation in kWh roughly matches the customer's electric usage in kWh over the course of the year. If your subscription size is too large, it is possible that you may pay for more bill credits than you can use. Keep in mind that the solar project will generate more electricity in the summer than in the winter.

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Additional Information from Community Solar Provider / Approved Vendor

If cancelled prior to Year 5 and no Eligible Transferee is found within 60 days, the Cover Cost would then equal the NPV of the difference between the Projected Subscriber Payments under the original agreement and the Projected Payments to be made at the Unsubscribed Energy Rate. If cancelled after Year 5 due to a non material change and no Eligible Transferee is found within 60 days, the Cover Cost would be equal to the Buyer's Actual Savings for the 48 month period prior to cancellation. If cancelled after Year 5 due to a material change, and no Eligible replacement is found, the Cover Cost would be equal to the Buyer's Actual Savings for the 24 month period prior to cancellation.

Signature

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Printed Name _____

Signature _____

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Community Solar with Illinois Shines

off-site solar serving multiple subscribers



What Is Illinois Shines?

Illinois Shines is a state-administered incentive program to support the development of new solar projects. Community solar developers receive incentive payments through Illinois Shines, which allows them to offer affordable community solar subscriptions to customers.

What Is Community Solar?

Community solar allows participants, also called subscribers, to benefit from solar energy and support renewable energy development without installing panels on their own property.

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How Do Community Solar Bill Credits Work?

You will receive monetary credits on your electric utility bill based on how much electricity your share of the community solar project generates. Once you subscribe, and the community solar project is operating, it may take a few months before the credits appear on your bill.



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For customers in **Ameren territory**, until November 2023, community solar bill credits are only applied to the supply charges on your electric bill. After November 2023, bill credits will apply to your entire electric bill. Bill credits roll over month-to-month and only expire if you move out of Ameren territory.

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Illinois Shines Program Administrator
admin@illinoisshines.com
(877) 783-1820

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Other Considerations:

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Your subscription entitles you to a share of the electricity generated from the community solar project. You will receive monetary credits for this electricity on your utility bill.

Contact Information

Customer Information		Community Solar Provider*	
Name	City of Oregon	Legal Name	United States Solar Services LLC
Address	Lift Station 309 Smith Dr., Oregon, IL 61061	Marketing Name	US Solar
Phone	815-732-6321	Phone	612-260-2230
Email	ddehaan@cityoforegon.org	Email	info@us-solar.com
Service utility	ComEd	Website	https://www.us-solar.com/
Utility Account#	6648782000		

*may be different than project owner/developer

Project Information

Your Community Solar Provider has not yet determined to which specific community solar project you will be subscribed, but will send you a notice with the project name, location, size, and Approved Vendor once you are subscribed to a specific project.

Subscription Information

Subscription Size <i>(may vary by the greater of 5kW or 25%)</i>	0.23 kW AC	Estimated first year production <i>(production level will decrease over time)</i>	497.00 kWh
		Guaranteed minimum level of production	no guarantee
Term of your subscription	20 years	Estimated start date for bill credits	May 2025

Rate and Payment Information

Enrollment fee or amount due at contract signing	\$0.00
Subscription structure and rate	Payment equal to 85.00% of community solar credits on your utility bill
Frequency of payments and start date	Monthly, one month after energization
Format of bill	Electronic
Payment details	Autopay not required



Early Termination of Subscription

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Estimated bill credits for first year		Estimated subscription payments for first year		Enrollment fee		Estimated total savings for first year
\$32.16	-	\$27.33	-	\$0.00	=	\$4.82
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Community Solar with Illinois Shines

off-site solar serving multiple subscribers



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Contact Information

Customer Information		Community Solar Provider*	
Name	City of Oregon	Legal Name	United States Solar Services LLC
Address	0 Webster St & 10th St(Lhs Cage), Oregon, IL 61061	Marketing Name	US Solar
Phone	815-732-6321	Phone	612-260-2230
Email	ddehaan@cityoforegon.org	Email	info@us-solar.com
Service utility	ComEd	Website	https://www.us-solar.com/
Utility Account#	7284714000	*may be different than project owner/developer	

Project Information

Your Community Solar Provider has not yet determined to which specific community solar project you will be subscribed, but will send you a notice with the project name, location, size, and Approved Vendor once you are subscribed to a specific project.

Subscription Information

Subscription Size <i>(may vary by the greater of 5kW or 25%)</i>	2.05 kW AC	Estimated first year production <i>(production level will decrease over time)</i>	4,519.00 kWh
		Guaranteed minimum level of production	no guarantee
Term of your subscription	20 years	Estimated start date for bill credits	May 2025

Rate and Payment Information

Enrollment fee or amount due at contract signing	\$0.00
Subscription structure and rate	Payment equal to 85.00% of community solar credits on your utility bill
Frequency of payments and start date	Monthly, one month after energization
Format of bill	Electronic
Payment details	Autopay not required

Early Termination of Subscription

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Value of Electricity and Savings Estimates

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Estimated bill credits for first year		Estimated subscription payments for first year		Enrollment fee		Estimated total savings for first year
\$292.38	-	\$248.52	-	\$0.00	=	\$43.86
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admin@illinoisshines.com
(877) 783-1820

Illinois Shines is administered by Energy Solutions on behalf of the Illinois Power Agency, an independent state government agency.

Illinois Shines Community Solar Disclosure Form

Illinois Shines is a state solar incentive program. Your community solar provider is required to provide you with this Disclosure Form so that you have clear information about the community solar subscription. You can contact the Illinois Shines Program Administrator by emailing complaints@illinoisshines.com or by calling (877) 708-3456. More information about Illinois Shines is available at www.IllinoisShines.com and a guide to understanding your disclosure form is available at <https://illinoisshines.com/consumer-protection/disclosure-form-resources>

Your subscription entitles you to a share of the electricity generated from the community solar project. You will receive monetary credits for this electricity on your utility bill.

Contact Information

Customer Information		Community Solar Provider*	
Name	City of Oregon	Legal Name	United States Solar Services LLC
Address	0 Rt 64, Oregon, IL 61061	Marketing Name	US Solar
Phone	815-732-6321	Phone	612-260-2230
Email	ddehaan@cityoforegon.org	Email	info@us-solar.com
Service utility	ComEd	Website	https://www.us-solar.com/
Utility Account#	0017144000		

*may be different than project owner/developer

Project Information

Your Community Solar Provider has not yet determined to which specific community solar project you will be subscribed, but will send you a notice with the project name, location, size, and Approved Vendor once you are subscribed to a specific project.

Subscription Information

Subscription Size <i>(may vary by the greater of 5kW or 25%)</i>	1.13 kW AC	Estimated first year production <i>(production level will decrease over time)</i>	2,484.00 kWh
		Guaranteed minimum level of production	no guarantee
Term of your subscription	20 years	Estimated start date for bill credits	May 2025

Rate and Payment Information

Enrollment fee or amount due at contract signing	\$0.00
Subscription structure and rate	Payment equal to 85.00% of community solar credits on your utility bill
Frequency of payments and start date	Monthly, one month after energization
Format of bill	Electronic
Payment details	Autopay not required

Early Termination of Subscription

Your community solar subscription will terminate if you move out of your current electric utility's service territory. Advance notice requirements and/or a penalty or fee may apply.

Additional circumstances under which you may terminate your subscription early	See Additional Details
Advanced notice for early termination	180 Day Notice
Penalty or fee for early termination	See Additional Details

Value of Electricity and Savings Estimates

With your community solar subscription, **you will receive monetary credits on your electric utility bill** for the electricity generated by your share of the solar project.

Below are estimates of the bill credits your subscription will generate in the first year and over the term of your subscription (how much less you will pay in electric bills). The form also provides estimated savings in year one and over the subscription term. These estimates are based on the current rate for community solar bill credits for residential customers in your service utility territory.

If you are a non-residential utility customer, your crediting rate may be different. The below estimates are NOT a guarantee; bill crediting rates are subject to change.

For more information on savings estimates, visit <https://illinoisshines.com/cs-disclosure-forms/>

Estimated bill credits for first year		Estimated subscription payments for first year		Enrollment fee		Estimated total savings for first year
\$160.71	-	\$136.61	-	\$0.00	=	\$24.11
Estimated first year production of electricity from your share of the solar project, multiplied by the bill crediting rate 6.47 cents/kWh		Your subscription fee is 85.00% of your bill credits		Enrollment fee or amount due at contract signing fee		Make sure to also consider any other fees or costs disclosed above

Most community solar subscriptions are sized so that the subscription's generation in kWh roughly matches the customer's electric usage in kWh over the course of the year. If your subscription size is too large, it is possible that you may pay for more bill credits than you can use. Keep in mind that the solar project will generate more electricity in the summer than in the winter.

For more information, visit <https://illinoisshines.com/consumer-protection/disclosure-form-resources>

Additional Information from Community Solar Provider / Approved Vendor

If cancelled prior to Year 5 and no Eligible Transferee is found within 60 days, the Cover Cost would then equal the NPV of the difference between the Projected Subscriber Payments under the original agreement and the Projected Payments to be made at the Unsubscribed Energy Rate. If cancelled after Year 5 due to a non material change and no Eligible Transferee is found within 60 days, the Cover Cost would be equal to the Buyer's Actual Savings for the 48 month period prior to cancellation. If cancelled after Year 5 due to a material change, and no Eligible replacement is found, the Cover Cost would be equal to the Buyer's Actual Savings for the 24 month period prior to cancellation.

Signature

By signing this disclosure form, you certify that you received and read this form and had the opportunity to ask questions about it.

Printed Name _____

Signature _____

Date _____

Community Solar with Illinois Shines

off-site solar serving multiple subscribers



What Is Illinois Shines?

Illinois Shines is a state-administered incentive program to support the development of new solar projects. Community solar developers receive incentive payments through Illinois Shines, which allows them to offer affordable community solar subscriptions to customers.

What Is Community Solar?

Community solar allows participants, also called subscribers, to benefit from solar energy and support renewable energy development without installing panels on their own property.

When you sign up for community solar, you subscribe to a share of a community solar project. You receive dollar credits on your electric utility bill based on how much electricity your share of the community solar project generates. Then you pay a subscription fee to your community solar provider. You can see savings if that subscription fee is less than the bill credits that you use.

Traditional community solar projects in Illinois Shines offer subscriptions to solar projects located anywhere within a customer's utility territory. A new type of community solar project within Illinois Shines is known as "Community-Driven Community Solar" (CDCS). These are community solar projects that provide direct and tangible benefits to the local community. You can ask your community solar provider whether a community solar project is a Traditional or Community-Driven project.

Community solar is not the same as "green" or "renewable" supply offers from an Alternative Retail Electric Supplier (ARES). Signing up for a community solar subscription is not the same as changing your electric supplier, although some community solar providers may require you to choose a specific electricity supply option as a condition of enrollment.

How Do Community Solar Bill Credits Work?

You will receive monetary credits on your electric utility bill based on how much electricity your share of the community solar project generates. Once you subscribe, and the community solar project is operating, it may take a few months before the credits appear on your bill.



You can view an ADA accessible version of this document at www.illinoisshines.com/accessible.



For customers in **Commonwealth Edison (ComEd) territory**, community solar bill credits are applied to your entire electric bill—that is, they can be used to "buy down" all charges on your electric bill. Bill credits roll over month-to-month and only expire if you move out of ComEd territory.

For customers in **Ameren territory**, until November 2023, community solar bill credits are only applied to the supply charges on your electric bill. After November 2023, bill credits will apply to your entire electric bill. Bill credits roll over month-to-month and only expire if you move out of Ameren territory.

When you subscribe to a community solar project, you are making a financial commitment. If possible, compare offers from different community solar providers. Also, make sure to read and understand your entire subscription contract before signing it.

How Much Will My Community Solar Subscription Cost?

Subscriptions will vary by community solar project and Approved Vendor. You are not guaranteed to save money unless your contract includes an explicit savings guarantee. **Read your contract carefully to make sure you know what you will be paying and when.**



Illinois Shines Program Administrator
admin@illinoisshines.com
(877) 783-1820

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Many community solar subscriptions are priced based on the amount of bill credits that the customer receives. That is, the subscription fee may be a set percentage of the bill credits. For example, your community solar charge might be set at 80% or 90% of the value of the bill credits that you receive. The bill credits (which are based on the amount of electricity generated by your share of the solar project) will vary month-to-month, so the subscription charge will also vary.

If your community solar subscription price is set a different way, make sure that you compare the subscription price and any other fees to the amount of bill credits that you expect to receive.

Carefully review your Disclosure Form and contract to understand other applicable fees, including whether there is a fee for early termination of the subscription.

How Is My Subscription Sized?

Most community solar subscriptions are sized so that the subscription's generation in kilowatt-hours (kWh) roughly matches the customer's electric usage in kWh over the course of the year. Your subscription size will be included on your Disclosure Form. If your subscription size is too large, meaning the subscription size of the project you are subscribed to will produce more kWh of electricity than you use in a year, it is possible that you may pay for more bill credits than you are able to use. Keep in mind that the solar project will generate more electricity in the summer than in the winter.

Other Considerations:

Does your subscription require you to authorize the community solar provider to act as your agent with respect to your electric utility account? If so, the community solar provider may pay your utility bills on your behalf and make changes to your utility account.

Does your subscription require you to sign up to receive electricity from a specific electric supplier or utility default service? If so, what rate will you be charged for electricity under that supply option?

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and information about costs and savings. Review this form carefully and use it to compare offers from other community solar providers.

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- You also have rights to assign or sell the subscription to another customer within your original utility service territory without having to pay a fee to the subscription provider. Some restrictions apply.
- Illinois Shines sets out requirements for what information and terms must be included in your subscription contract.
- Only Approved Vendors may submit project applications to Illinois Shines; these companies are vetted by the Program Administrator. Your community solar provider may be an Approved Vendor or they may be a Designee who works with customers on behalf of an Approved Vendor. Designees must be registered with Illinois Shines.
- Dedicated Program Administrator staff answer questions and assist customers in resolving complaints.

Complaint Procedures

If you have a problem related to your solar project or the sales process, first try to resolve it with your installer or the Approved Vendor. If you can't agree about how to solve the problem, you may contact the **Illinois Shines Program Administrator** by emailing complaints@illinoisshines.com or by calling 877-783-1820.

If you have been subject to fraudulent or deceptive sales practices, the Illinois Attorney General's Consumer Protection Division may be able to help.

CHICAGO: 800-386-5438 | TTY: 800-964-3013

SPRINGFIELD: 800-243-0618 | TTY: 877-844-5461

CARBONDALE: 800-243-0607 | TTY: 877-675-9339

SPANISH LANGUAGE: 866-310-8398

For more information, go to www.illinoisshines.com

Illinois Solar for All, another incentive program, is available for income-eligible customers and includes savings guarantees. Learn more at www.IllinoisSFA.com.



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Email	ddehaan@cityoforegon.org	Email	info@us-solar.com
Service utility	ComEd	Website	https://www.us-solar.com/
Utility Account#	5375355000		

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Project Information

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Subscription Information

Subscription Size <i>(may vary by the greater of 5kW or 25%)</i>	0.35 kW AC	Estimated first year production <i>(production level will decrease over time)</i>	778.00 kWh
		Guaranteed minimum level of production	no guarantee
Term of your subscription	20 years	Estimated start date for bill credits	May 2025

Rate and Payment Information

Enrollment fee or amount due at contract signing	\$0.00
Subscription structure and rate	Payment equal to 85.00% of community solar credits on your utility bill
Frequency of payments and start date	Monthly, one month after energization
Format of bill	Electronic
Payment details	Autopay not required

Early Termination of Subscription

Your community solar subscription will terminate if you move out of your current electric utility's service territory. Advance notice requirements and/or a penalty or fee may apply.

Additional circumstances under which you may terminate your subscription early	See Additional Details
Advanced notice for early termination	180 Day Notice
Penalty or fee for early termination	See Additional Details

Value of Electricity and Savings Estimates

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Estimated bill credits for first year		Estimated subscription payments for first year		Enrollment fee		Estimated total savings for first year
\$50.34	-	\$42.79	-	\$0.00	=	\$7.55
Estimated first year production of electricity from your share of the solar project, multiplied by the bill crediting rate 6.47 cents/kWh		Your subscription fee is 85.00% of your bill credits		Enrollment fee or amount due at contract signing fee		Make sure to also consider any other fees or costs disclosed above

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Community Solar with Illinois Shines

off-site solar serving multiple subscribers



What Is Illinois Shines?

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How Do Community Solar Bill Credits Work?

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When you subscribe to a community solar project, you are making a financial commitment. If possible, compare offers from different community solar providers. Also, make sure to read and understand your entire subscription contract before signing it.

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- You also have rights to assign or sell the subscription to another customer within your original utility service territory without having to pay a fee to the subscription provider. Some restrictions apply.
- Illinois Shines sets out requirements for what information and terms must be included in your subscription contract.
- Only Approved Vendors may submit project applications to Illinois Shines; these companies are vetted by the Program Administrator. Your community solar provider may be an Approved Vendor or they may be a Designee who works with customers on behalf of an Approved Vendor. Designees must be registered with Illinois Shines.
- Dedicated Program Administrator staff answer questions and assist customers in resolving complaints.

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If you have been subject to fraudulent or deceptive sales practices, the Illinois Attorney General's Consumer Protection Division may be able to help.

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CARBONDALE: 800-243-0607 | TTY: 877-675-9339

SPANISH LANGUAGE: 866-310-8398

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Email	ddehaan@cityoforegon.org	Email	info@us-solar.com
Service utility	ComEd	Website	https://www.us-solar.com/
Utility Account#	2621895000		

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Project Information

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Subscription Information

Subscription Size <i>(may vary by the greater of 5kW or 25%)</i>	0.28 kW AC	Estimated first year production <i>(production level will decrease over time)</i>	609.00 kWh
		Guaranteed minimum level of production	no guarantee
Term of your subscription	20 years	Estimated start date for bill credits	May 2025

Rate and Payment Information

Enrollment fee or amount due at contract signing	\$0.00
Subscription structure and rate	Payment equal to 85.00% of community solar credits on your utility bill
Frequency of payments and start date	Monthly, one month after energization
Format of bill	Electronic
Payment details	Autopay not required



Early Termination of Subscription

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Estimated bill credits for first year		Estimated subscription payments for first year		Enrollment fee		Estimated total savings for first year
\$39.40	-	\$33.49	-	\$0.00	=	\$5.91
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Most community solar subscriptions are sized so that the subscription's generation in kilowatt-hours (kWh) roughly matches the customer's electric usage in kWh over the course of the year. Your subscription size will be included on your Disclosure Form. If your subscription size is too large, meaning the subscription size of the project you are subscribed to will produce more kWh of electricity than you use in a year, it is possible that you may pay for more bill credits than you are able to use. Keep in mind that the solar project will generate more electricity in the summer than in the winter.

Other Considerations:

Does your subscription require you to authorize the community solar provider to act as your agent with respect to your electric utility account? If so, the community solar provider may pay your utility bills on your behalf and make changes to your utility account.

Does your subscription require you to sign up to receive electricity from a specific electric supplier or utility default service? If so, what rate will you be charged for electricity under that supply option?

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Your community solar provider is required to provide you with this informational brochure and a standard Disclosure Form, which you must sign before you sign a subscription contract. The Disclosure Form includes information about the Program and consumer rights, contact information for your community solar provider,

and information about costs and savings. Review this form carefully and use it to compare offers from other community solar providers.

Other Illinois Shines consumer protections include:

- You have the right to keep your subscription if you move to a different home or business location in the same utility service territory.
- You also have rights to assign or sell the subscription to another customer within your original utility service territory without having to pay a fee to the subscription provider. Some restrictions apply.
- Illinois Shines sets out requirements for what information and terms must be included in your subscription contract.
- Only Approved Vendors may submit project applications to Illinois Shines; these companies are vetted by the Program Administrator. Your community solar provider may be an Approved Vendor or they may be a Designee who works with customers on behalf of an Approved Vendor. Designees must be registered with Illinois Shines.
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If you have a problem related to your solar project or the sales process, first try to resolve it with your installer or the Approved Vendor. If you can't agree about how to solve the problem, you may contact the **Illinois Shines Program Administrator** by emailing complaints@illinoisshines.com or by calling 877-783-1820.

If you have been subject to fraudulent or deceptive sales practices, the Illinois Attorney General's Consumer Protection Division may be able to help.

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CARBONDALE: 800-243-0607 | TTY: 877-675-9339

SPANISH LANGUAGE: 866-310-8398

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Your subscription entitles you to a share of the electricity generated from the community solar project. You will receive monetary credits for this electricity on your utility bill.

Contact Information

Customer Information		Community Solar Provider*	
Name	City of Oregon	Legal Name	United States Solar Services LLC
Address	Street Lighting 111 N 3rd St., Oregon, IL 61061	Marketing Name	US Solar
Phone	815-732-6321	Phone	612-260-2230
Email	ddehaan@cityoforegon.org	Email	info@us-solar.com
Service utility	ComEd	Website	https://www.us-solar.com/
Utility Account#	4736612222	*may be different than project owner/developer	

Project Information

Your Community Solar Provider has not yet determined to which specific community solar project you will be subscribed, but will send you a notice with the project name, location, size, and Approved Vendor once you are subscribed to a specific project.

Subscription Information

Subscription Size <i>(may vary by the greater of 5kW or 25%)</i>	5.65 kW AC	Estimated first year production <i>(production level will decrease over time)</i>	12,451.00 kWh
		Guaranteed minimum level of production	no guarantee
Term of your subscription	20 years	Estimated start date for bill credits	May 2025

Rate and Payment Information

Enrollment fee or amount due at contract signing	\$0.00
Subscription structure and rate	Payment equal to 85.00% of community solar credits on your utility bill
Frequency of payments and start date	Monthly, one month after energization
Format of bill	Electronic
Payment details	Autopay not required

Early Termination of Subscription

Your community solar subscription will terminate if you move out of your current electric utility's service territory. Advance notice requirements and/or a penalty or fee may apply.

Additional circumstances under which you may terminate your subscription early	See Additional Details
Advanced notice for early termination	180 Day Notice
Penalty or fee for early termination	See Additional Details

Value of Electricity and Savings Estimates

With your community solar subscription, **you will receive monetary credits on your electric utility bill** for the electricity generated by your share of the solar project.

Below are estimates of the bill credits your subscription will generate in the first year and over the term of your subscription (how much less you will pay in electric bills). The form also provides estimated savings in year one and over the subscription term. These estimates are based on the current rate for community solar bill credits for residential customers in your service utility territory.

If you are a non-residential utility customer, your crediting rate may be different. The below estimates are NOT a guarantee; bill crediting rates are subject to change.

For more information on savings estimates, visit <https://illinoisshines.com/cs-disclosure-forms/>

Estimated bill credits for first year		Estimated subscription payments for first year		Enrollment fee		Estimated total savings for first year
\$805.58	-	\$684.74	-	\$0.00	=	\$120.84
Estimated first year production of electricity from your share of the solar project, multiplied by the bill crediting rate 6.47 cents/kWh		Your subscription fee is 85.00% of your bill credits		Enrollment fee or amount due at contract signing fee		Make sure to also consider any other fees or costs disclosed above

Most community solar subscriptions are sized so that the subscription's generation in kWh roughly matches the customer's electric usage in kWh over the course of the year. If your subscription size is too large, it is possible that you may pay for more bill credits than you can use. Keep in mind that the solar project will generate more electricity in the summer than in the winter.

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Additional Information from Community Solar Provider / Approved Vendor

If cancelled prior to Year 5 and no Eligible Transferee is found within 60 days, the Cover Cost would then equal the NPV of the difference between the Projected Subscriber Payments under the original agreement and the Projected Payments to be made at the Unsubscribed Energy Rate. If cancelled after Year 5 due to a non material change and no Eligible Transferee is found within 60 days, the Cover Cost would be equal to the Buyer's Actual Savings for the 48 month period prior to cancellation. If cancelled after Year 5 due to a material change, and no Eligible replacement is found, the Cover Cost would be equal to the Buyer's Actual Savings for the 24 month period prior to cancellation.

Signature

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Printed Name _____

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Community Solar with Illinois Shines

off-site solar serving multiple subscribers



What Is Illinois Shines?

Illinois Shines is a state-administered incentive program to support the development of new solar projects. Community solar developers receive incentive payments through Illinois Shines, which allows them to offer affordable community solar subscriptions to customers.

What Is Community Solar?

Community solar allows participants, also called subscribers, to benefit from solar energy and support renewable energy development without installing panels on their own property.

When you sign up for community solar, you subscribe to a share of a community solar project. You receive dollar credits on your electric utility bill based on how much electricity your share of the community solar project generates. Then you pay a subscription fee to your community solar provider. You can see savings if that subscription fee is less than the bill credits that you use.

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For customers in **Commonwealth Edison (ComEd) territory**, community solar bill credits are applied to your entire electric bill—that is, they can be used to "buy down" all charges on your electric bill. Bill credits roll over month-to-month and only expire if you move out of ComEd territory.

For customers in **Ameren territory**, until November 2023, community solar bill credits are only applied to the supply charges on your electric bill. After November 2023, bill credits will apply to your entire electric bill. Bill credits roll over month-to-month and only expire if you move out of Ameren territory.

When you subscribe to a community solar project, you are making a financial commitment. If possible, compare offers from different community solar providers. Also, make sure to read and understand your entire subscription contract before signing it.

How Much Will My Community Solar Subscription Cost?

Subscriptions will vary by community solar project and Approved Vendor. You are not guaranteed to save money unless your contract includes an explicit savings guarantee. **Read your contract carefully to make sure you know what you will be paying and when.**



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admin@illinoisshines.com
(877) 783-1820

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Contact Information

Customer Information		Community Solar Provider*	
Name	City of Oregon	Legal Name	United States Solar Services LLC
Address	0 Alley N Wash Lite RT/23, E 5th, Oregon, IL 61061	Marketing Name	US Solar
Phone	815-732-6321	Phone	612-260-2230
Email	ddehaan@cityoforegon.org	Email	info@us-solar.com
Service utility	ComEd	Website	https://www.us-solar.com/
Utility Account#	5896342222		

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Subscription Information

Subscription Size <i>(may vary by the greater of 5kW or 25%)</i>	22.08 kW AC	Estimated first year production <i>(production level will decrease over time)</i>	48,642.00 kWh
		Guaranteed minimum level of production	no guarantee
Term of your subscription	20 years	Estimated start date for bill credits	May 2025

Rate and Payment Information

Enrollment fee or amount due at contract signing	\$0.00
Subscription structure and rate	Payment equal to 85.00% of community solar credits on your utility bill
Frequency of payments and start date	Monthly, one month after energization
Format of bill	Electronic
Payment details	Autopay not required

Early Termination of Subscription

Your community solar subscription will terminate if you move out of your current electric utility's service territory. Advance notice requirements and/or a penalty or fee may apply.

Additional circumstances under which you may terminate your subscription early	See Additional Details
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Estimated bill credits for first year		Estimated subscription payments for first year		Enrollment fee		Estimated total savings for first year
\$3,147.14	-	\$2,675.07	-	\$0.00	=	\$472.07
Estimated first year production of electricity from your share of the solar project, multiplied by the bill crediting rate 6.47 cents/kWh		Your subscription fee is 85.00% of your bill credits		Enrollment fee or amount due at contract signing fee		Make sure to also consider any other fees or costs disclosed above

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Community Solar with Illinois Shines

off-site solar serving multiple subscribers



What Is Illinois Shines?

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Customer Information		Community Solar Provider*	
Name	City of Oregon	Legal Name	United States Solar Services LLC
Address	0 S Daysville Rd Lite, & Route 64, Oregon, IL 61061	Marketing Name	US Solar
Phone	815-732-6321	Phone	612-260-2230
Email	ddehaan@cityoforegon.org	Email	info@us-solar.com
Service utility	ComEd	Website	https://www.us-solar.com/
Utility Account#	2230431222		

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Project Information

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Subscription Information

Subscription Size <i>(may vary by the greater of 5kW or 25%)</i>	23.11 kW AC	Estimated first year production <i>(production level will decrease over time)</i>	50,930.00 kWh
		Guaranteed minimum level of production	no guarantee
Term of your subscription	20 years	Estimated start date for bill credits	May 2025

Rate and Payment Information

Enrollment fee or amount due at contract signing	\$0.00
Subscription structure and rate	Payment equal to 85.00% of community solar credits on your utility bill
Frequency of payments and start date	Monthly, one month after energization
Format of bill	Electronic
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Estimated bill credits for first year		Estimated subscription payments for first year		Enrollment fee		Estimated total savings for first year
\$3,295.17	-	\$2,800.90	-	\$0.00	=	\$494.28
Estimated first year production of electricity from your share of the solar project, multiplied by the bill crediting rate 6.47 cents/kWh		Your subscription fee is 85.00% of your bill credits		Enrollment fee or amount due at contract signing fee		Make sure to also consider any other fees or costs disclosed above

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When you sign up for community solar, you subscribe to a share of a community solar project. You receive dollar credits on your electric utility bill based on how much electricity your share of the community solar project generates. Then you pay a subscription fee to your community solar provider. You can see savings if that subscription fee is less than the bill credits that you use.

Traditional community solar projects in Illinois Shines offer subscriptions to solar projects located anywhere within a customer's utility territory. A new type of community solar project within Illinois Shines is known as "Community-Driven Community Solar" (CDCS). These are community solar projects that provide direct and tangible benefits to the local community. You can ask your community solar provider whether a community solar project is a Traditional or Community-Driven project.

Community solar is not the same as "green" or "renewable" supply offers from an Alternative Retail Electric Supplier (ARES). Signing up for a community solar subscription is not the same as changing your electric supplier, although some community solar providers may require you to choose a specific electricity supply option as a condition of enrollment.

How Do Community Solar Bill Credits Work?

You will receive monetary credits on your electric utility bill based on how much electricity your share of the community solar project generates. Once you subscribe, and the community solar project is operating, it may take a few months before the credits appear on your bill.



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For customers in **Commonwealth Edison (ComEd) territory**, community solar bill credits are applied to your entire electric bill—that is, they can be used to "buy down" all charges on your electric bill. Bill credits roll over month-to-month and only expire if you move out of ComEd territory.

For customers in **Ameren territory**, until November 2023, community solar bill credits are only applied to the supply charges on your electric bill. After November 2023, bill credits will apply to your entire electric bill. Bill credits roll over month-to-month and only expire if you move out of Ameren territory.

When you subscribe to a community solar project, you are making a financial commitment. If possible, compare offers from different community solar providers. Also, make sure to read and understand your entire subscription contract before signing it.

How Much Will My Community Solar Subscription Cost?

Subscriptions will vary by community solar project and Approved Vendor. You are not guaranteed to save money unless your contract includes an explicit savings guarantee. **Read your contract carefully to make sure you know what you will be paying and when.**

Many community solar subscriptions are priced based on the amount of bill credits that the customer receives. That is, the subscription fee may be a set percentage of the bill credits. For example, your community solar charge might be set at 80% or 90% of the value of the bill credits that you receive. The bill credits (which are based on the amount of electricity generated by your share of the solar project) will vary month-to-month, so the subscription charge will also vary.

If your community solar subscription price is set a different way, make sure that you compare the subscription price and any other fees to the amount of bill credits that you expect to receive.

Carefully review your Disclosure Form and contract to understand other applicable fees, including whether there is a fee for early termination of the subscription.

How Is My Subscription Sized?

Most community solar subscriptions are sized so that the subscription's generation in kilowatt-hours (kWh) roughly matches the customer's electric usage in kWh over the course of the year. Your subscription size will be included on your Disclosure Form. If your subscription size is too large, meaning the subscription size of the project you are subscribed to will produce more kWh of electricity than you use in a year, it is possible that you may pay for more bill credits than you are able to use. Keep in mind that the solar project will generate more electricity in the summer than in the winter.

Other Considerations:

Does your subscription require you to authorize the community solar provider to act as your agent with respect to your electric utility account? If so, the community solar provider may pay your utility bills on your behalf and make changes to your utility account.

Does your subscription require you to sign up to receive electricity from a specific electric supplier or utility default service? If so, what rate will you be charged for electricity under that supply option?

Consumer Protection

Your community solar provider is required to provide you with this informational brochure and a standard Disclosure Form, which you must sign before you sign a subscription contract. The Disclosure Form includes information about the Program and consumer rights, contact information for your community solar provider,

and information about costs and savings. Review this form carefully and use it to compare offers from other community solar providers.

Other Illinois Shines consumer protections include:

- You have the right to keep your subscription if you move to a different home or business location in the same utility service territory.
- You also have rights to assign or sell the subscription to another customer within your original utility service territory without having to pay a fee to the subscription provider. Some restrictions apply.
- Illinois Shines sets out requirements for what information and terms must be included in your subscription contract.
- Only Approved Vendors may submit project applications to Illinois Shines; these companies are vetted by the Program Administrator. Your community solar provider may be an Approved Vendor or they may be a Designee who works with customers on behalf of an Approved Vendor. Designees must be registered with Illinois Shines.
- Dedicated Program Administrator staff answer questions and assist customers in resolving complaints.

Complaint Procedures

If you have a problem related to your solar project or the sales process, first try to resolve it with your installer or the Approved Vendor. If you can't agree about how to solve the problem, you may contact the **Illinois Shines Program Administrator** by emailing complaints@illinoisshines.com or by calling 877-783-1820.

If you have been subject to fraudulent or deceptive sales practices, the Illinois Attorney General's Consumer Protection Division may be able to help.

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SPANISH LANGUAGE: 866-310-8398

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Your subscription entitles you to a share of the electricity generated from the community solar project. You will receive monetary credits for this electricity on your utility bill.

Contact Information

Customer Information		Community Solar Provider*	
Name	City of Oregon	Legal Name	United States Solar Services LLC
Address	104 N 5th St Lite R25, Oregon, IL 61061	Marketing Name	US Solar
Phone	815-732-6321	Phone	612-260-2230
Email	ddehaan@cityoforegon.org	Email	info@us-solar.com
Service utility	ComEd	Website	https://www.us-solar.com/
Utility Account#	224632000		

*may be different than project owner/developer

Project Information

Your Community Solar Provider has not yet determined to which specific community solar project you will be subscribed, but will send you a notice with the project name, location, size, and Approved Vendor once you are subscribed to a specific project.

Subscription Information

Subscription Size <i>(may vary by the greater of 5kW or 25%)</i>	4.16 kW AC	Estimated first year production <i>(production level will decrease over time)</i>	9,166.00 kWh
		Guaranteed minimum level of production	no guarantee
Term of your subscription	20 years	Estimated start date for bill credits	May 2025

Rate and Payment Information

Enrollment fee or amount due at contract signing	\$0.00
Subscription structure and rate	Payment equal to 85.00% of community solar credits on your utility bill
Frequency of payments and start date	Monthly, one month after energization
Format of bill	Electronic
Payment details	Autopay not required



Early Termination of Subscription

Your community solar subscription will terminate if you move out of your current electric utility's service territory. Advance notice requirements and/or a penalty or fee may apply.

Additional circumstances under which you may terminate your subscription early	See Additional Details
Advanced notice for early termination	180 Day Notice
Penalty or fee for early termination	See Additional Details

Value of Electricity and Savings Estimates

With your community solar subscription, **you will receive monetary credits on your electric utility bill** for the electricity generated by your share of the solar project.

Below are estimates of the bill credits your subscription will generate in the first year and over the term of your subscription (how much less you will pay in electric bills). The form also provides estimated savings in year one and over the subscription term. These estimates are based on the current rate for community solar bill credits for residential customers in your service utility territory.

If you are a non-residential utility customer, your crediting rate may be different. The below estimates are NOT a guarantee; bill crediting rates are subject to change.

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Estimated bill credits for first year		Estimated subscription payments for first year		Enrollment fee		Estimated total savings for first year
\$593.04	-	\$504.08	-	\$0.00	=	\$88.96
Estimated first year production of electricity from your share of the solar project, multiplied by the bill crediting rate 6.47 cents/kWh		Your subscription fee is 85.00% of your bill credits		Enrollment fee or amount due at contract signing fee		Make sure to also consider any other fees or costs disclosed above

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Additional Information from Community Solar Provider / Approved Vendor

If cancelled prior to Year 5 and no Eligible Transferee is found within 60 days, the Cover Cost would then equal the NPV of the difference between the Projected Subscriber Payments under the original agreement and the Projected Payments to be made at the Unsubscribed Energy Rate. If cancelled after Year 5 due to a non material change and no Eligible Transferee is found within 60 days, the Cover Cost would be equal to the Buyer's Actual Savings for the 48 month period prior to cancellation. If cancelled after Year 5 due to a material change, and no Eligible replacement is found, the Cover Cost would be equal to the Buyer's Actual Savings for the 24 month period prior to cancellation.

Signature

By signing this disclosure form, you certify that you received and read this form and had the opportunity to ask questions about it.

Printed Name _____

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Date _____

Community Solar with Illinois Shines

off-site solar serving multiple subscribers



What Is Illinois Shines?

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Contact Information

Customer Information		Community Solar Provider*	
Name	City of Oregon	Legal Name	United States Solar Services LLC
Address	115 S 3rd St. Lite, metered Strt Lghts, Oregon, IL 61061	Marketing Name	US Solar
Phone	815-732-6321	Phone	612-260-2230
Email	ddehaan@cityoforegon.org	Email	info@us-solar.com
Service utility	ComEd	Website	https://www.us-solar.com/
Utility Account#	9752593000	*may be different than project owner/developer	

Project Information

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Subscription Information

Subscription Size <i>(may vary by the greater of 5kW or 25%)</i>	5.16 kW AC	Estimated first year production <i>(production level will decrease over time)</i>	11,364.00 kWh
		Guaranteed minimum level of production	no guarantee
Term of your subscription	20 years	Estimated start date for bill credits	May 2025

Rate and Payment Information

Enrollment fee or amount due at contract signing	\$0.00
Subscription structure and rate	Payment equal to 85.00% of community solar credits on your utility bill
Frequency of payments and start date	Monthly, one month after energization
Format of bill	Electronic
Payment details	Autopay not required



Early Termination of Subscription

Your community solar subscription will terminate if you move out of your current electric utility's service territory. Advance notice requirements and/or a penalty or fee may apply.

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Estimated bill credits for first year		Estimated subscription payments for first year		Enrollment fee		Estimated total savings for first year
\$735.25	-	\$624.96	-	\$0.00	=	\$110.29
Estimated first year production of electricity from your share of the solar project, multiplied by the bill crediting rate 6.47 cents/kWh		Your subscription fee is 85.00% of your bill credits		Enrollment fee or amount due at contract signing fee		Make sure to also consider any other fees or costs disclosed above

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Community Solar with Illinois Shines

off-site solar serving multiple subscribers



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Phone	815-732-6321	Phone	612-260-2230
Email	ddehaan@cityoforegon.org	Email	info@us-solar.com
Service utility	ComEd	Website	https://www.us-solar.com/
Utility Account#	4633417000		

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Subscription Information

Subscription Size <i>(may vary by the greater of 5kW or 25%)</i>	5.57 kW AC	Estimated first year production <i>(production level will decrease over time)</i>	12,265.00 kWh
		Guaranteed minimum level of production	no guarantee
Term of your subscription	20 years	Estimated start date for bill credits	May 2025

Rate and Payment Information

Enrollment fee or amount due at contract signing	\$0.00
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Frequency of payments and start date	Monthly, one month after energization
Format of bill	Electronic
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Value of Electricity and Savings Estimates

With your community solar subscription, **you will receive monetary credits on your electric utility bill** for the electricity generated by your share of the solar project.

Below are estimates of the bill credits your subscription will generate in the first year and over the term of your subscription (how much less you will pay in electric bills). The form also provides estimated savings in year one and over the subscription term. These estimates are based on the current rate for community solar bill credits for residential customers in your service utility territory.

If you are a non-residential utility customer, your crediting rate may be different. The below estimates are NOT a guarantee; bill crediting rates are subject to change.

For more information on savings estimates, visit <https://illinoisshines.com/cs-disclosure-forms/>

Estimated bill credits for first year		Estimated subscription payments for first year		Enrollment fee		Estimated total savings for first year
\$793.55	-	\$674.51	-	\$0.00	=	\$119.03
Estimated first year production of electricity from your share of the solar project, multiplied by the bill crediting rate 6.47 cents/kWh		Your subscription fee is 85.00% of your bill credits		Enrollment fee or amount due at contract signing fee		Make sure to also consider any other fees or costs disclosed above

Most community solar subscriptions are sized so that the subscription's generation in kWh roughly matches the customer's electric usage in kWh over the course of the year. If your subscription size is too large, it is possible that you may pay for more bill credits than you can use. Keep in mind that the solar project will generate more electricity in the summer than in the winter.

For more information, visit <https://illinoisshines.com/consumer-protection/disclosure-form-resources>

Additional Information from Community Solar Provider / Approved Vendor

If cancelled prior to Year 5 and no Eligible Transferee is found within 60 days, the Cover Cost would then equal the NPV of the difference between the Projected Subscriber Payments under the original agreement and the Projected Payments to be made at the Unsubscribed Energy Rate. If cancelled after Year 5 due to a non material change and no Eligible Transferee is found within 60 days, the Cover Cost would be equal to the Buyer's Actual Savings for the 48 month period prior to cancellation. If cancelled after Year 5 due to a material change, and no Eligible replacement is found, the Cover Cost would be equal to the Buyer's Actual Savings for the 24 month period prior to cancellation.

Signature

By signing this disclosure form, you certify that you received and read this form and had the opportunity to ask questions about it.

Printed Name _____

Signature _____

Date _____



US Solar Floating Commercial SunscriptionSM Agreement

This Floating Commercial SunscriptionSM Agreement (this “**Agreement**”) is entered into by and between United States Solar Services LLC (together with its successors and assignees, “**US Solar**” or “we”) and the subscriber described below (together with any permitted transferees, “**Project Subscriber**” or “you”) (each a “**Party**” and collectively the “**Parties**”) and is effective as of the date signed by the Parties (the “**Effective Date**”).

Project Subscriber:	City of Oregon	US SolarSM:	
Name and Address	Name: City of Oregon Address: 115 N 3 rd Street Oregon, IL 61061 Attn: Darin DeHaan City Manager	Name and Address	United States Solar Services LLC 100 N 6 th Street, Suite 410B Minneapolis, MN 55403 Attention: IL CS Notices
Phone	815-732-6321	Phone	(612) 260-2230
E-mail	ddehaan@cityoforegon.org	E-mail	info@us-solar.com
Utility & Project	ComEd, USS Cattail Solar LLC	Approved Vendor:	Equity Solar Illinois LLC
Eligible Address and Account Numbers	See Exhibit G		
Community Solar Allocation	An amount of solar generating capacity (kW) expected to produce approximately up to 129,837 kWh in year one, the Estimate of Subscribed Energy (kWh), which will be allocated among your Eligible Addresses and Account numbers set forth on Exhibit G. As of the Effective Date, the amount of Subscribed Energy estimated for each Eligible Address and Account number is equal to up to approximately 100% of the AAEC for each such Eligible Address and Account number. Project Subscriber’s AAEC for all of the Eligible Addresses and Account numbers set forth in Exhibit G is equal to approximately 625,430 kWh.		

This Agreement sets forth the terms and conditions of your subscription to the community solar garden described in **Exhibit B** (“**Project**”) and installed at the project site described in **Exhibit B** (“**Project Site**”).

The exhibits listed below are incorporated by reference and made part of this Agreement.

- Exhibit A** Definitions
- Exhibit B** Project, Project Site
- Exhibit C** (Reserved)
- Exhibit D** Production Estimate
- Exhibit E** Utility Bill Credit Tariff
- Exhibit F** Standard Disclosure Form for Project
- Exhibit G** Project Subscriber Data

ARTICLE 1 SUBSCRIPTION

1.1 Subscribing to Project Capacity. You are subscribing to the Community Solar Allocation (“**CS Allocation**”) identified for the Project on the front page of this Agreement on the terms and conditions set forth herein. For purposes hereof, each Eligible Address and Account number is its own subscription for purposes of the Program Rules.

1.2 Bill Credit Value. (a) As more fully detailed in the Utility Bill Credit Tariff, and subject to the terms and conditions of this Agreement, as long as you and each relevant account remain eligible under this Agreement, your CS Allocation entitles you to receive a Bill Credit against your monthly retail electrical bill equal to the product of (i) the amount of your Subscribed Energy for each Production Month, and (ii) your applicable Bill Credit Rate. Bill Credits are the dollar amounts paid by the Utility to you as a credit on your retail electric bill to compensate you for your beneficial share of the solar electricity produced by your CS Allocation and delivered to the Utility from the Project.

(b) We make no representation or warranty as to the likelihood that any Bill Credits will create any specific amount of economic benefit at any time or over any period of time or over the Term of this Agreement as a whole, or that the Bill Credits will create a positive economic benefit to you. The estimate of potential benefits contained herein are based on a number of assumptions about estimated Subscribed Energy, Bill Credit Rates, Applicable Laws currently in place, the Utility’s retail electrical rates, your decision to receive your electric bill from an alternative retail electric supplier (or ARES), and a number of other factors beyond the control of US Solar. Any estimate by US Solar herein or elsewhere given to Project Subscriber as to any expected benefit to Project Subscriber from the Bill Credits at any time or over any period of time is purely an estimate based on the information available to US Solar and related assumptions at the time and is not a guarantee that any positive economic benefit will accrue to Project Subscriber from the Bill Credits or that any specific amount of benefits will accrue to Project Subscriber at any time, or over any period of time, or over the Term of the Agreement.

1.3 Bill Credit Rate. The Bill Credit Rate that you will receive is found in the Utility Bill Credit Tariff (as defined in **Exhibit A**) and may be recalculated from time to time by the Utility. Bill Credits are provided by the Utility regardless of your choice to receive services from an ARES instead of from your Utility; however, your choice to receive your electric bill through an ARES could impact your savings. See section 3.7.

1.4 Subscribed Energy. The estimated amount of Subscribed Energy produced by your CS Allocation is set forth in **Exhibit D**. Please note that we make no representation or warranty as to the likelihood that the Project will generate any specific amount of electricity or sufficient electricity so as to create any specific or minimum Bill

Credits to Project Subscriber during any period of time or over the Term of the Agreement as a whole. The production estimate described in Exhibit D is based on a number of assumptions about final Project specifications, expected solar insolation at the Project Site, and performance of the modules and other Project equipment, the accuracy of production estimating software and other factors affecting possible production which are not within the control of US Solar. Circumstances experienced at the Project will deviate from historical data and other assumptions and projections. The actual production of energy of electricity by the Project and delivery of energy, including Subscribed Energy, by the Project is also subject to lack or overabundance of sunlight, other adverse weather, equipment failures, curtailments or outages by the Utility, Force Majeure events (as defined in the Program Agreements), and other events beyond the control of US Solar. The production estimate and any other estimate communicated by US Solar to Project Subscriber of expected energy production from the Project at any time or over any period of time is purely an estimate based on the information available to US Solar at the time and is not a guarantee that any such production will occur or that any particular amount of Subscribed Energy will be received by Project Subscriber at any time or over any period of time, including the Term of this Agreement.

1.5 SunscriptionSM Rate and Payments.

- (a) Your SunscriptionSM Rate for each Production Month will be equal to 85% of the Bill Credit Rate. In other words, the Sunscription RateSM is 15% less than the Bill Credit Rate.
- (b) The monthly payment amount you owe to US Solar (each, a **"SunscriptionSM Payment"**) is equal to the product of (i) your Subscribed Energy produced in a given Production Month, and (ii) your SunscriptionSM Rate.
- (c) SunscriptionSM Payments will be invoiced monthly, beginning the first month after the Project COD, and you agree to make, pursuant to payment instructions set forth in each invoice, the full monthly SunscriptionSM Payment within thirty (30) calendar days of receiving our invoice.
- (d) Interest shall accrue on overdue SunscriptionSM Payments not subject to a good-faith dispute, at rate equal to the lesser of (i) six percent (6.00%) per annum simple interest or (ii) the maximum amount allowed under Applicable Laws.

1.6 No Additional Payments. The SunscriptionSM Payments are the only payments you will be required to make to us for your CS Allocation. There are no other nonrecurring (one-time) charges or recurring (monthly, yearly) charges except as referenced in this section 1.6, and we do not have any right to compel you to pay any additional funds except in connection with Section 5.4 (Taxes) or the events described in Section 6.2 (Sale or Transfer), 10.3 (Cancellation Remedies) and Section 10.4 (Default Remedies). We do not have any right to compel you to advance or pay any additional

funds for the construction or maintenance of the Project or your CS Allocation. No security deposit is required by you under this Agreement.

1.7 Ownership Limitation. Project Subscriber is not purchasing, and US Solar is not selling or transferring to Project Subscriber:

- (a) Any ownership or lien in any specific modules or tangible component of the Project;
- (b) Any ownership or membership interests or rights in US Solar or any entity which owns or may subsequently own the Project (the “**Project Owner**”) or any financial rights or distributions associated with such ownership;
- (c) Any right to any payment by the Utility to US Solar or the Project Owner with respect to the Unsubscribed Energy Tariff;
- (d) Any right to manage, direct, control or operate the Project, US Solar or the Project Owner; or
- (e) Any RECs produced by the Project or any payment by the Utility to US Solar or the Project Owner with respect to the RECs.

1.8 Term. The term of the Agreement (“**Term**”) shall begin on the Effective Date and shall end twenty (20) years after the Project COD unless otherwise provided for in this Agreement.

ARTICLE 2 PROGRAM RULES AND AGREEMENTS

2.1 Program Rules and Agreements. With respect to the Project, US Solar or the Project Owner will enter into Illinois Shines’ standard Program Agreements with the Utility, and be bound by the Program Rules. Among other things, these Program Rules and Program Agreements provide for the following:

- (a) US Solar acting as the Project operator;
- (b) Sale and delivery of all electricity generated by the Project to the Utility, and sale and delivery of all RECs generated by the Project to the Utility or another third party;
- (c) Allocation to subscribers by the Utility of Bill Credits in exchange for delivery by US Solar, or the Project Owner, of the electricity generated by the Project; and
- (d) US Solar ensuring the Project’s compliance with Illinois Shines’ Program Rules and our Sunsubscription Eligibility Requirements per Section 3, below.

ARTICLE 3
ELIGIBILITY, REQUIRED FORMS, AND EXCESS BILL CREDIT PURCHASE

3.1 Sunscription Eligibility Requirements. This Agreement is only available to non-residential customers of the Utility that satisfy US Solar's credit requirements and provide a valid email address for communication with US Solar.

- (a) By executing this Agreement, you represent and warrant that the following statements are true and complete, and you agree to notify us promptly if any of these statements ceases to be true:
- i. your address, account number(s), rate class and annual meter usage listed in Exhibit G are accurate and the customer name on your Utility account is identical to your name as stated on the cover page of this Agreement;
 - ii. you have disclosed and will disclose to us the existence of any on-site generation or other community solar subscription serving your Eligible Address.
- (b) To confirm your eligibility, you must also complete the Required Documentation described in Section 3.3 below.
- (c) All conditions and the continued accuracy of your representations and warranties in this Section 3.1 together constitute the requirements of your participation as a subscriber in the Project ("**Sunscription Eligibility Requirements**"). Your failure to maintain eligibility may result in the Utility not allocating you Bill Credits and/or cancellation per Section 10.1(b)(i).

3.2 Eligibility Data. You acknowledge that the account data contained in **Exhibit G** is complete and accurate and that US Solar may use the data for purposes of confirming your conformance with the Sunscription Eligibility Requirements. You agree to provide US Solar and the Project Owner with any additional information we request to determine, verify, or confirm your eligibility at any time during the Term.

3.3 Required Documentation. In addition to your execution of this Agreement, you must execute additional relevant documents ("**Required Documentation**") upon our request, including:

- i. a Standard Disclosure Form that is specific to you and the Project, which the Program Rules establish as a prerequisite for entering this Agreement. See **Exhibit F** for a copy of the Project's Standard Disclosure Form; and
- ii. any other document reasonably required by the Utility or Program Administrator to effectuate your subscription and maintain compliance with the Program Rules.

You also agree to provide us with any additional information we request to determine, verify, or confirm your eligibility at any time during the Term, and you authorize us to use such information to assist us in confirming your eligibility.

3.4 Authorization to Access Data. You authorize US Solar and the Project Owner to use all eligibility data set forth in **Exhibit G**, and to access and use your energy usage data and electric Utility bills for each Eligible Address for the most recent twenty-four (24) months for the purpose of complying with Program Rules and performing under this Agreement. You authorize US Solar and the Project Owner to receive the following information from the Utility, which is applied to your monthly bill during the term of the subscription: (i) your Bill Credit Rate, (ii) total kWh, and (iii) total monetary credit value.

3.5 Authorization to Allocate Subscription. You authorize US Solar and the Project Owner to allocate your Utility account to the CS Project, and to switch your electric account to billing under the applicable “**Community Solar Garden Tariff**” as permitted by the Program Rules.

3.6 Credit Information. Subject to the confidentiality and privacy provisions of Section 8.1, you agree to provide US Solar with information reasonably necessary for US Solar, the Project Owner, or its Financing Parties to confirm your creditworthiness.

3.7 Excess Bill Credit Purchase. As per the Program Rules, any excess Bill Credits (i.e., Bill Credits in a billing period that exceed the amount you owe the Utility for your electricity supply charge in that period) will be carried forward and credited against all charges by the Utility indefinitely until and unless you terminate utility service, after which any remaining Bill Credits that were carried forward will be cancelled.

Please note: if you opt to receive your electric bill from a method other than Utility Consolidated Billing (UCB), your bill credits may not be applicable to your full electric bill. Therefore, we strongly encourage you to review the value of your Bill Credits versus the costs of your other electric charges before changing your billing method. In any case, you acknowledge and agree that your obligation to make your Subscriber Payments is independent of the amount of your Bill Credits and applies whether you receive electricity supply from an ARES or change billing methods.

ARTICLE 4 US SOLAR RESPONSIBILITIES

4.1 Design and Implementation. We agree to develop, design, finance and construct the Project, including, but not limited to, site acquisition, the filing of interconnection applications and procurement of an Interconnection Agreement with the Utility, the selection and procurement of Project components, and the installation and testing of all Project components.

4.2 Eligibility Compliance. US Solar is responsible for confirming compliance with the Program's eligibility requirements, including verification of the eligibility information you have provided to US Solar.

4.3 Outages. If the Project is out of service for more than three (3) consecutive business days (an "Outage") or such longer period as may be permitted by the Program Rules, we will inform you of such Outage either via email, access to the Subscription Dashboard (if applicable) or another reasonably accessible communications method. Such communication will include any information required by the Program Rules.

ARTICLE 5 FURTHER INFORMATION

5.1 Unsubscribed Energy. Unsubscribed energy will be purchased by the Utility from the Project Owner in accordance with the Unsubscribed Energy Tariff and Applicable Laws.

5.2 Project Insurance, and Long-Term Maintenance Plan. Prior to Project COD, US Solar or another appropriate third party will procure, and for the Term will maintain, insurance coverages of a type and an amount that is standard in the solar industry for projects of similar size and design.

Prior to Project COD, US Solar or other appropriate third party will prepare a long-term maintenance plan, and for the useful life of the Project, that will be substantially consistent with long-term maintenance plans standard in the solar industry for projects of similar size and design.

5.3 Other Agreements and Documents.

- (a) Upon your request we will provide the following when and as available:
 - i. Certificate(s) of insurance; and
 - ii. Long-term maintenance plan.
- (b) We will provide you with any other information that you may request, or that we may be required to deliver, under the Program Rules or the Utility Bill Credit Tariff.
- (c) You agree to sign an acknowledgment of receipt of any such materials.

5.4 Taxes. You recognize that neither we nor the Utility makes any representations or warranties concerning the taxable consequences, if any, to you with

respect to your Bill Credits, your SunsubscriptionSM Payments, or your participation in the Project. You are responsible to either pay or reimburse us for any and all Taxes assessed on the generation, sale, delivery, or consumption of your Subscribed Energy or your Bill Credits.

5.5 Securities Laws. Neither we nor the Utility makes any representations or warranties concerning the implication of any federal or state securities laws with respect to this Agreement or your CS Allocation. Neither this Agreement nor your CS Allocation has been registered under the Securities Act of 1933, as amended, or any state securities laws. Neither US Solar nor the Project Subscriber believes this Agreement or the CS Allocation constitutes a security governed by such laws. Project Subscriber represents and agrees that (i) it is not entering into this Agreement or acquiring the Bill Credits for the purpose of making a market in such interests or trading them on any securities market or equivalent thereof which might fall within the scope of such laws; and (ii) it is not relying on the advice or due diligence efforts of US Solar in entering into this Agreement. You are urged to seek your own professional advice on these matters.

ARTICLE 6 TRANSFERABILITY

6.1 General. This Agreement and your Bill Credits are your personal property. Your ability to continue to receive Bill Credits is dependent upon your continuing compliance with the Sunsubscription Eligibility Requirements and your payment of the SunsubscriptionSM Payments. This Agreement and your right to receive Bill Credits are transferable only as set forth below. This Agreement and your right to receive Bill Credits are not transferable by you, whether voluntarily or by operation of law, at any time when you are in default under this Agreement, unless approved by US Solar.

6.2 Sale or Transfer to Other Eligible Subscribers. You may not sell or transfer this Agreement, or any portion of your CS Allocation to any person or entity without US Solar's prior written consent (not to be unreasonably withheld, conditioned or delayed). It being expressly understood and agreed that any sale or transfer by you to any person or entity who, at the time of the sale or transfer [(x) meets the Sunsubscription Eligibility Requirements and credit requirements for the Project. Any amounts you collect from a transferee in respect of your transfer of this Agreement, or any portion of your CS Allocation, belongs to you. Neither US Solar nor the Project Owner will have any claim or right to any such amounts you may receive.

Without limitation to the foregoing, your sale or transfer of your CS Allocation for the Project is expressly conditioned upon:

- (a) US Solar receiving at least ninety (90) calendar days' prior written notice identifying the prospective purchaser or transferee, providing the physical address at which it takes electric service from the Utility, the Utility account number and all other information needed to determine its eligibility to be a

subscriber, as well as any other subscriptions in the Project or other community solar projects held by the proposed transferee, and any solar facility owned or leased by the proposed transferee at the address associated with the proposed transfer;

- (b) Receipt by US Solar of authorizations from the proposed transferee needed to access their Utility account data, and receipt by US Solar of usage data at the proposed transferee's address needed to calculate its historic electrical usage;
- (c) Determination by US Solar that the proposed transferee meets the Sunsubscription Eligibility Requirements;
- (d) Determination by US Solar that the proposed transferee is eligible to be a Subscriber in the relevant Project and that its participation as a Subscriber will not cause the Project to fail any Eligibility Requirement or otherwise fail to comply with any Applicable Laws or contractual obligations to the Utility. For the avoidance of doubt, the proposed transferee must qualify as a Small Subscriber if the capacity that is being transferred was originally allocated to a Small Subscriber;
- (e) The proposed transferee's (i) express written assumption of this Agreement or execution and delivery of a new subscription agreement with US Solar as to the CS Allocation on the same terms and conditions as this Agreement, including the cure of any prior defaults arising under this Agreement; and (ii) execution of a Standard Disclosure Form or any other document reasonably required by US Solar, the Program Administrator, or the Utility to effectuate the transfer and to maintain compliance with the Program Rules; and
- (f) The proposed transferee meeting our credit requirements.

US Solar shall notify the Utility of any such transfer so that the Utility may change the applicable subscriber benefits to apply to the transferee's retail Utility electric account.

6.3 Relocation/Sale of Eligible Address.

- (a) If during the Term you move from an Eligible Address and are no longer the Utility account-holder at that address, you may transfer all or part of your CS Allocation to another Eligible Address of yours (new or existing) conditioned on the following:
 - i. You provide us with at least one hundred and twenty (120) calendar days' notice of such transfer; and
 - ii. We determine that the new address, including the prior electrical usage at that address, will allow for the transferred CS Allocation to continue to meet the Sunsubscription Eligibility Requirements.

- (b) If during the Term you move from or sell an Eligible Address and are no longer the Utility account-holder at that address, and you are not relocating to a new Eligible Address or do not have sufficient subscription capacity at another Eligible Address, before moving you must either:
 - i. Sell or transfer the relevant portion of your CS Allocation in accordance with Section 6.2. If requested by you, we will use commercially reasonable efforts for up to one hundred eighty (180) calendar days to assist you in this process; or
 - ii. Cancel the relevant portion of your CS Allocation pursuant to Section 10.1 (a)(ii) or (iii) below.
- (c) You are obligated to maintain compliance with the Subscription Eligibility Requirements and to notify us if you plan to be out of compliance. You acknowledge that your failure to maintain compliance with the Subscription Eligibility Requirements may result in the Utility not paying you Bill Credits and our cancellation of the relevant CS Allocation.
- (d) This Agreement confers to us no right to interfere with, or require our consent to, your sale or transfer of your real property.

6.4 Reallocation. Notwithstanding anything to the contrary herein or in any other agreement, US Solar reserves the right, at its option and in its sole discretion, to assign all or a portion of your CS Allocation among one or more systems that meet and satisfy the Program eligibility requirements and from which you are eligible to receive all or such portion of CS Allocation in accordance with the Program. In the event that US Solar re-allocates all or a portion of your CS Allocation to a different project, the Parties agree to modify any terms of this Agreement as necessary to effectuate or reflect the details of such assignment(s), including, without limitation, such modifications to Exhibit B to reflect the new Project. US Solar will provide you with reasonable notice of any such assignment and re-allocation. To effectuate such assignment and re-allocation, US Solar will provide you with revised copies of Exhibit B and Exhibit D, as applicable. Upon receipt of such revised Exhibits, the Agreement will be deemed to incorporate such revised Exhibits without further action by the Parties.

ARTICLE 7 ASSIGNMENTS; FINANCING

7.1 Assignment. We may, without your prior consent, in whole or in part, (i) assign, mortgage, pledge or otherwise collaterally assign our interests in this Agreement and the Project to any Financing Party, (ii) directly or indirectly assign this Agreement and the Project to the Project Owner, an affiliate or subsidiary of ours or any third party acquiring the Project or the Project Owner, (iii) assign this Agreement and the Project to any entity through which we are obtaining financing or capital for the Project, and (iv) assign this Agreement and the Project to any person succeeding to all or substantially all of our assets. In the event of any such assignment (other than a collateral assignment),

we shall be released from all our liabilities and other obligations under this Agreement (only upon assumption of our obligations hereunder by the assignee). However, any assignment of our rights and/or obligations under this Agreement shall not result in any change to your rights and obligations under this Agreement. For the avoidance of doubt, any subsequent assignee of US Solar may assign its interest at any time, and without your consent, to another person or another Financing Party in accordance with the terms of this Agreement. If the Financing Party or its successor becomes the owner of our interest by foreclosure or otherwise, it may sell or transfer that interest to any third party without your consent.

7.2 Changes. You acknowledge that we may obtain construction and long-term financing from one or more Financing Parties. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with any assignment by us (or the Financing Parties, as described herein), you agree to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Financing Parties.

7.3 Notice and Opportunity to Cure. You may not terminate or suspend your performance due to our Event of Default unless you have given the Financing Parties prior written notice of your intent to so terminate or suspend this Agreement. In your notice you will describe the circumstances giving rise to our default and provide the Financing Parties with the opportunity to cure the default within thirty (30) calendar days after receipt of such notice or any longer period provided for in this Agreement. If our default reasonably cannot be cured by the Financing Parties within the period provided and the Financing Parties commence and pursue to cure of such default within that period, the period for cure will be extended for a reasonable period of time under the circumstances, but not to exceed an additional sixty (60) days. The Parties' respective obligations under this Agreement will otherwise remain in effect during the cure period. If the Financing Parties or an assignee (including any buyer or transferee) acquires title to or control of our assets and within the applicable time periods cures all defaults under this Agreement existing as of the date of such change in control in the manner required by this Agreement and which are capable of cure by a third party or entity, then such Financing Parties or third party transferee will no longer be in default under this Agreement, and this Agreement will continue in full force and effect.

ARTICLE 8 PRIVACY; CONFIDENTIALITY; PUBLICITY

8.1 Subscriber Data. US Solar will not disclose your Utility account information, energy usage data, Bill Credits, or any other personal information (collectively, "**Project Subscriber Data**") to any person except to (i) the Utility, to the extent required by Applicable Laws for the purpose of maintaining the Project, your eligibility to subscribe to the Project, and your CS Allocation and Bill Credits; (ii) accountants or attorneys of US

Solar to the extent necessary for them to render advice or perform professional services associated with the Project or this Agreement; (iii) advisors, affiliates, agents, or representatives of US Solar (including, without limitation, any third party customer management service provider) to the extent necessary for them to render advice or perform professional services associated with the Project or this Agreement, but only if such disclosure is subject to the obligation or agreement of the recipient in writing to keep such Project Subscriber Data confidential on substantially the same terms as those set forth herein; (iv) to actual or potential Financing Parties or Project Owners to confirm your eligibility; or (v) as otherwise required by Applicable Laws or pursuant to an order of a court or other governmental authority having jurisdiction over the matter. US Solar shall comply with all Applicable Laws with respect to privacy and non-disclosure of consumer or financial data. A copy of US Solar's data privacy policy shall be provided to you upon your request.

8.2 Confidential Information of US Solar. Certain information and data provided by US Solar with respect to the Project or other aspects of US Solar's business may be designated by US Solar as confidential and proprietary information (collectively, "**US Solar Data**"). You agree not to share any US Solar Data with any other Person, including, but not limited to, any other developer of community solar projects or anyone otherwise competing with US Solar, except that Project Subscriber may share such US Solar Data with (i) with Project Subscriber's accountants or attorneys for the purposes of assessing whether to enter into this Agreement and for tax filings and similar purposes, but only if such disclosure is subject to the obligation or agreement of the recipient in writing to keep such US Solar Data confidential; or (ii) as otherwise required by Applicable Laws. US Solar designates this Agreement as "US Solar Data" in this respect.

8.3 Publicity. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement or related to Project Subscriber's participation in the Project, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Notwithstanding the foregoing, the Project Subscriber agrees that US Solar can use Project Subscriber's logos in their respective marketing materials.

ARTICLE 9 DISPUTE RESOLUTION

9.1 Program Disputes.

- (a) Any dispute or question which you have with respect to the application by the Utility of the Bill Credits to your retail electric bill, in particular the applicable Bill Credit Rate that the Utility or an ARES used to determine the amount of your Bill Credits, shall be directed by you to the Utility or ARES for resolution. You may request that US Solar assist you in this respect.

You acknowledge that your obligation to make your SunsubscriptionSM Payments is independent of the amount of your Bill Credits.

- (b) Any issue or dispute identified by you with respect to the Utility's actions with respect to the Project or the Bill Credits other than as described in Section 9.1(a) shall be referred to US Solar. If the dispute or question is not resolved to the Project Subscriber's satisfaction, you have the right to refer the issue directly to the Program Administrator at admin@illinoisshines.com or 877-783-1820. If you wish to contact the Illinois Commerce Commission (the "Commission"), you may do so at the following phone number: 800-524-0795. Or you may visit the Commission website at : www.icc.illinois.gov. You also may contact the Illinois Power Agency ("IPA") at 312- 793-0263, or 866-846-5276. The IPA's website address is: <https://www2.illinois.gov/sites/ipa/Pages/default.aspx>.

9.2 Disputes between Parties.

- (a) The Parties shall attempt in good faith to resolve all disputes arising in connection with the interpretation or application of the provisions of this Agreement or in connection with the determination of any other matters arising under this Agreement by mutual agreement.
- (b) Any dispute or issue a Party may have arising from or related to this Agreement, which are not resolved by communications between Project Subscriber and US Solar representatives in person, over the phone, or electronically shall be submitted to the other Party in writing. Each Party shall assign an officer or senior management executive to address or negotiate a resolution with the other Party. The Parties agree to attempt to reach a resolution of such dispute within ten (10) calendar days or such longer period as the Parties may agree.
- (c) We shall perform any calculation called for hereunder and do so in a commercially reasonable manner and in accordance with industry accepted standards. Any dispute regarding the results of any such calculation shall be resolved by having an independent consultant having nationally recognized credentials, such as Navigant Consulting, Inc. or Leidos, Inc., perform the calculation at the disputing Party's expense. Such consultant's results shall be binding on the Parties absent manifest error.
- (d) During the pendency of any dispute hereunder, the Parties shall continue to perform their respective obligations under this Agreement.

- (e) Any dispute arising from or relating to this Agreement not resolved by the Parties under Section 9.2(a)-(b) above shall be arbitrated in Chicago, IL, or such other location in Illinois mutually agreeable to the Parties. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration.

ARTICLE 10
CANCELLATION EVENTS; EVENTS OF DEFAULT; REMEDIES

10.1 Cancellation Events.

- (a) You may cancel all or part of your CS Allocation relating to the Project to the extent that:
- i. The Project becomes ineligible to participate in Illinois Shines during the Term, and additional capacity in another project owned by US Solar or its affiliates does not exist;
 - ii. Prior to the fifth (5th) anniversary of the COD of the Project, you become aware that, due to relocation, or other material changes, your CS Allocation will no longer satisfy the Subscription Eligibility Requirements and you elect not to sell or transfer, or cannot sell or transfer on the same terms and conditions, your CS Allocation to another eligible Utility customer that meets the Subscription Eligibility Requirements;
 - iii. From and after the fifth (5th) anniversary of the COD of the Project, you become aware that, due to relocation or other material changes, your CS Allocation will no longer satisfy the applicable Eligibility Requirements and you elect not to sell or transfer, or cannot sell or transfer on the same terms and conditions, your CS Allocation to another eligible Utility customer that meets the Subscription Eligibility Requirements.
 - iv. Prior to the fifth (5th) anniversary of the COD of the Project, you elect for any other reason to cancel all or part of your CS Allocation;

To cancel under this clause (iv) you must deliver written notice to us at least 180 days prior to (but no more than 210 days prior to) the date you wish such cancellation to be effective, which notice must set forth the portion of your CS Allocation to be cancelled. During such notice period, you will continue making such SubscriptionSM Payments as would have been payable by you had no cancellation occurred.

v. From and after the fifth (5th) anniversary of the COD of the Project, you elect for any other reason to cancel all or part of your CS Allocation;

To cancel under this clause (v) you must deliver written notice to us at least 180 days prior to (but no more than 210 days prior to) the date you wish such cancellation to be effective, which notice must set forth the portion of your CS Allocation to be cancelled. During such notice period, you will continue making such SunscritionSM Payments as would have been payable by you had no cancellation occurred.

- (b) We may cancel all or part of your CS Allocation relating to the Project to the extent that:
- i. You fail to meet the Sunscrition Eligibility Requirements (other than US Solar's credit requirements) at any time during the Term;
 - ii. Your CS Allocation is transferred by operation of law as defined in Section 10.7 to an ineligible person or entity and is not sold to an Eligible Transferee within the time provided;
 - iii. Prior to the start of Project construction, we are not able to confirm your creditworthiness;
 - iv. Prior to the start of Project construction, we determine to terminate the development of the Project; or
 - v. We elect for any other reason to cancel or terminate all or part of your CS Allocation.
- (c) Cancellation under Sections 10.1(a)(i) or 10.1(b)(iii) or (iv) will be effective upon delivery of written notice by the cancelling Party to the other Party. Cancellation under Sections 10.1(a)(ii), (iii) or 10.1(b)(i), (ii) or (v) will be effective one hundred and eighty (180) days after written notice by the cancelling Party to the other Party. During such one hundred and eighty (180) day period, you will continue making such SunscritionSM Payments as would have been payable by you had no cancellation occurred. All cancellation notices shall include a description of the circumstances giving rise to the Cancellation Event and the specific portion of CS Allocation canceled.

- (d) Per the Program Rules, you may rescind this Agreement within three calendar days of signing this Agreement, by providing us with written notification of the same.

10.2 Events of Default. Each of the following events shall be an Event of Default under this Agreement:

- (a) A Party breaches any material representation or warranty or fails to perform a material obligation set forth in this Agreement and does not cure such breach or failure within thirty (30) calendar days of written notice of the breach from the non-defaulting Party.
- (b) With respect to Project Subscriber, failure to make any SunscriptionSM Payment when due, and failure to cure the default within ten (10) business days after written notice of such failure from US Solar.

10.3 Cancellation Remedies.

- (a) In the case of a cancellation pursuant to Sections 10.1(a)(i), or 10.1(b)(iii), (iv) or (v), you will owe nothing with respect to the amount of CS Allocation cancelled.
- (b) In the case of a cancellation pursuant to Sections 10.1(a)(ii), (iii), (iv) or (v), or 10.1(b)(i) or (ii) (each, a “**Covered Cancellation Event**”), you will be responsible for paying the Cover Cost Amount, if any, with respect to the amount of CS Allocation cancelled, subject to the following:

We will use commercially reasonable efforts for up to sixty (60) days after such cancellation (“**Cancellation Replacement Period**”) to secure one or more Eligible Transferee who will subscribe to the entire cancelled portion of your CSG Allocation at no less than your SunscriptionSM Rate. If we are successful, your Cover Cost Amount will be zero. To the extent during the Cancellation Replacement Period we are unsuccessful in securing one or more Eligible Transferees who will subscribe to the entire cancelled portion of your CS Allocation, the Unsubscribed Energy rate provided for in the CS Tariff will be used in lieu of a transferee SunscriptionSM Rate for purposes of determining the Cover Cost Amount under clause (b) of the definition of Cover Cost Amount.

- (c) At the end of the Cancellation Replacement Period, we will determine the Cover Cost Amount and other amounts owing by you and provide you written notice of same. That amount will become due and payable by you within ten (10) business days of your receipt of this notice.

- (d) If you cancel less than all of your CS Allocation, after paying the Cover Cost Amount, your remaining SunscritionSM Payments will reflect your appropriately reduced CS Allocation.
- (e) Upon cancellation of the entire CS Allocation, we may terminate this Agreement in its entirety.

10.4 Default Remedies. In the event a defaulting Party fails to cure an Event of Default within the applicable cure period, the non-defaulting Party may:

- (a) With respect to an Event of Default by Project Subscriber:
 - i. We may terminate this Agreement immediately by notifying you in writing.
 - ii. We may direct the Utility to remove you as a subscriber with respect to the Project, and you will no longer receive Bill Credits associated with the CS Allocation.
 - iii. You will owe the Cover Cost Amount (defined in Exhibit A), if any.
 - 1. We will use commercially reasonable efforts for sixty (60) calendar days after your Event of Default (“**Default Replacement Period**”) to secure one or more Eligible Transferees who will subscribe to your entire CS Allocation at no less than your SunscritionSM Rate. If we are successful, your Cover Cost Amount will be zero.
 - 2. To the extent during the Default Replacement Period we are unsuccessful in securing one or more Eligible Transferees who will subscribe to your entire CS Allocation, the Unsubscribed Energy Tariff rate will be used in lieu of a transferee SunscritionSM Rate for purposes of determining the Cover Cost Amount.
 - iv. You will owe an amount equal to the SunscritionSM Payments that would have been payable by you during the Default Replacement Period absent the Event of Default.
 - v. At the end of the Default Replacement Period, we will determine the Cover Cost Amount and other default-related amounts owing by you and provide you with written notice of same. These amounts will become due and payable immediately by you upon your receipt of this notice.

- vi. You will be responsible for reimbursing us for any costs we reasonably incurred in attempting to identify an Eligible Transferee and in the execution of related documentation.
 - vii. Upon termination of this Agreement, we shall have no further obligations to you hereunder.
- (b) With respect to an Event of Default by US Solar:
- i. Prior to the Project COD, you may terminate this Agreement at any time by notifying us in writing.
 - ii. After the Project COD, you may terminate this Agreement only if our default results in your CS Allocation not producing any Subscribed Energy for one hundred eighty (180) consecutive calendar days or more.
 - iii. Upon termination, you shall have no further obligation to us except for obligations arising or accruing prior to termination.

10.5 No Consequential Damages. No Party shall be liable to the other Party for any indirect, special, punitive, exemplary, incidental, or consequential damages, whether arising in contract, tort, under statute, or in equity, and each Party waives its rights to any such damages. In no event will the Cover Cost Amount constitute, or be deemed to constitute, indirect, special, punitive, exemplary, incidental, or consequential damages.

10.6 No Warranty; Exclusive Remedies; Limitation of Liability. NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. The remedies set forth in this Agreement shall be the Parties' sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise. Notwithstanding anything to the contrary herein, US Solar's total liability under this Agreement will in no event exceed the aggregate of all payments made by Project Subscriber hereunder during the preceding twenty-four month period in which the initial claim arose.

10.7 Involuntary Transfers. Upon transfer of title or control of the Eligible Address or your CS Allocation, or portion thereof, due to bankruptcy, foreclosure or operation of law for other reasons, you or the transferee must notify US Solar immediately. During any period of time in which a trustee, receiver, or creditor is in possession of the Eligible Address and assumes responsibility as the Utility account holder at the Eligible Address, such transferee shall be deemed to have succeeded to your rights and obligations under

this Agreement at the Eligible Address during the period of its possession. Upon the transfer of title to the property at the Eligible Address and the CS Allocation to a creditor or other third party, the transferee shall notify US Solar of the transfer. If the transferee(s) meet all relevant Sunscription Eligibility Requirements, the transfer shall be treated as a sale or transfer of the CS Allocation to such transferees upon completion of the conditions set forth in Section 6.2. If the transferee does not meet the transfer conditions, then the transferee(s) shall be required immediately to sell or transfer the CS Allocation or applicable portion to an eligible buyer in accordance with Section 6.2.

ARTICLE 11 MISCELLANEOUS

11.1 Notices.

- (a) Notices, or other documents required or permitted by this Agreement must be given by personal delivery, reputable overnight courier, email, or U.S. certified mail postage prepaid and shall be sent to the respective parties at the address listed on the first page of this Agreement. Notice shall be deemed delivered (i) the day of delivery, if delivered by hand during the receiving Party's regular business hours or by e-mail before or during the receiving Party's regular business hours, (ii) upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier, and (iii) on the fourth business day after deposit in the U.S. mail if sent by certified mail. Any Party may change the address for notice by notice to the other Party.

- (b) If we assign, sell, or transfer this Agreement to another party, we will notify you of any change to the address or phone number for questions or complaints;

11.2 Force Majeure. If US Solar's performance of this Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of "Force Majeure" (as defined in the Program Agreements), upon giving notice to Subscriber, US Solar shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. US Solar shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed.

11.3 No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or liability to, any person not a Party to this Agreement. Excepting the rights of Financing Parties and assignees expressly provided for herein, no provision of this Agreement is intended to nor shall it in any way provide any rights to any third party or inure to the benefit of any third party so

as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a Party to this Agreement.

11.4 Entire Agreement; Amendments. It is mutually understood and agreed that this Agreement, and the Exhibits attached hereto, constitutes the entire agreement between Project Subscriber and US Solar and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representations or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. Except as provided in Exhibit D, this Agreement may not be amended except in a writing executed by both parties. Upon your request, we agree to amend Exhibit G at any time following the Project COD in order to remove any Eligible Addresses and Account numbers to which a portion of Estimate of Subscribed Energy has not been allocated. In addition to the foregoing, the Parties agree that, if Project Subscriber has designated an authorized person(s) in writing for such purpose, we may, upon written request by such authorized person(s) (email being sufficient), update Exhibit G of this Agreement to add or delete accounts and meters in accordance with Project Subscriber's request and without the need for an amendment executed by both Parties; provided that any such addition or deletion shall be memorialized in writing and delivered to Project Subscriber and the addition or deletion of accounts and meters does not reduce the overall kW allocated to Project Subscriber's meters and accounts.

11.5 Governing Law. This Agreement is made in Illinois and shall be governed by the laws of the State of Illinois.

11.6 References to Program Documents. This Agreement contains summaries of, and makes reference to, certain provisions of the Program Agreements and Program Rules. While we believe these summaries and references to be accurate and fair, any conflict between such summaries and references shall be resolved in favor of the relevant provisions contained in the Program Agreements and Program Rules. You are urged to review these documents.

11.7 Waiver. Neither Party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

11.8 Relationship of Parties. The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between the Parties or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. US Solar and Project Subscriber shall not have any right, power, or authority to enter into any agreement or

undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

11.9 Severability. Should any provision of this Agreement be or become void, illegal or unenforceable, the validity or enforceability of the other provisions of the Agreement shall not be affected and shall continue in full force. The Parties will, however, use commercially reasonable efforts to agree on the replacement of the void, illegal or unenforceable provisions with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and the Agreement as a whole.

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

11.11 Signatures. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes.

(SIGNATURE PAGES TO FOLLOW)

City of Oregon

United States Solar Services LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

DEFINITIONS

1. **AAEC.** For each of the Eligible Addresses and Account numbers set forth on Exhibit G, the average annual electricity consumption (net of any other distributed generation resources serving a relevant address) over the prior twenty-four (24) months.
2. **Actual Savings.** The amount of Bill Credits you received during the applicable period, less the amount of Sunsubscription Payments you paid under this Agreement during such period.
3. **Applicable Laws.** Any law, statute, rule, regulation, ordinance, order (including orders issued by the ICC or IPA), tariff, judgment, or other legally binding restriction or ruling issued by a governmental authority which is applicable to the Project, US Solar, community solar project subscribers, community solar projects or this Agreement.
4. **Alternative Retail Electric Supplier.** An entity licensed by the Illinois Commerce Commission under Article XVI of the Illinois Public Utilities Act (220 ILCS 5/16-101 et seq.) to engage in the sale of electric power and energy to retail customers via the Illinois competitive electricity supply market.
5. **Ameren.** Ameren Illinois Company, or any successor thereto.
6. **Bill Credit.** A dollar amount paid by the Utility as a credit on the Project Subscriber's retail electrical bill to compensate the Project Subscriber for the photovoltaic electricity produced by the Project Subscriber's CS Allocation and delivered by the Project to the Utility.
7. **Bill Credit Rate.** A dollar amount per kilowatt-hour equal to the Utility's Total Price to Compare for the applicable Production Month, as established by the Utility Bill Credit Tariff.
8. **Cancellation Event.** One or more event described in Section 10.1(a)-(b).
9. **ComEd.** Commonwealth Edison Company, or any successor thereto.
10. **Community Solar Garden Tariff.** The appropriate, and applicable community solar garden tariff, published by the appropriate Utility supplying electricity to your account/premises.
11. **Cover Cost Amount.**

- a. With respect to an Event of Default by you, the positive difference, if any, of:
 - i. the net present value (using a discount rate of 4%) of the Projected Subscriber Payments by you over the Term post default, had this Agreement remained unchanged with respect to your entire CS Allocation for the entire Term (plus any other amounts previously accrued and owed by you); minus
 - ii. the net present value (using a discount rate of 4%) of the projected payments to be made by an Eligible Transferee (or, as applicable, by the Utility under the Unsubscribed Energy Tariff for the portion of your CS Allocation not transferred) with respect to the entire CS Allocation over the remaining Term.
- b. With respect to a Covered Cancellation Event pursuant to Sections 10.1(a)(ii) or (iv) or 10.1(b)(i) or (ii), the positive difference, if any, of:
 - i. the net present value (using a discount rate of 4%) of the Projected Subscriber Payments by you over the Term post-cancellation with respect to the cancelled portion of your CS Allocation, had this Agreement remained unchanged for the entire Term (plus any other amounts previously accrued and owed by you); minus
 - ii. the net present value (using a discount rate of 4%) of the projected payments to be made by an Eligible Transferee (or, as applicable, by the Utility for the Unsubscribed Energy Tariff associated with the portion of your CS Allocation not transferred) with respect to the cancelled portion of your CS Allocation over the remaining Term.
- c. With respect to a Covered Cancellation Event pursuant to Section 10.1(a)(iii), an amount equal to your Actual Savings for the twenty-four (24) month period occurring immediately prior to the date you delivered your cancellation notice pursuant to Section 10.1(a)(iii).
- d. With respect to a Covered Cancellation Event pursuant to Section 10.1(a)(v), an amount equal to your Actual Savings for the forty-eight (48) month period occurring immediately prior to the date you delivered your cancellation notice pursuant to Section 10.1(a)(v).

12. Eligible Address. A subscriber's Utility service address that receives electrical service from the Utility.

13. Eligible Transferee. A person or entity who meets the Subscription Eligibility Requirements and meets the conditions set forth in Section 6.2(a)-(f).

14. **Estimate of Subscribed Energy.** The amount of kWhs for each Production Year Range set forth in Exhibit D.
15. **Financing Party.** A person or persons providing construction or permanent financing in connection with construction, ownership, operation and maintenance of the Project, or if applicable, any person to whom the ownership interest in the Project has been transferred, subject to a leaseback of the Project from such person.
16. **Illinois Commerce Commission (ICC).** The State agency primarily charged with regulating public utilities in Illinois, as well as approving aspects of the Illinois Shines program. The ICC can be contacted at 1-800-524-0795 (Consumer Services Division) or www.icc.illinois.gov/about/contact-us.
17. **Illinois Power Agency (IPA).** The State agency primarily charged with administering the procurement of renewable energy resources to meet Illinois' renewable energy portfolio standard, in addition to procuring electric power supply for eligible retail customers of electric utilities and other responsibilities. The IPA can be contacted at (877)783-1820, admin@illinoisshines.com or <https://illinoisshines.com/consumer-complaint-center/>.
18. **Illinois Shines (aka Adjustable Block Program).** A program established under Illinois Public Act 99-0906 to facilitate the development of new community solar and distributed photovoltaic generation in Illinois.
19. **Interconnection Agreement.** An agreement with the Utility to interconnect the Project to the Utility's distribution system.
20. **JAMS.** JAMS, formerly known as Judicial Arbitration and Mediation Services, Inc.
21. **Program Administrator.** The IPA's designee responsible for running day to day operations of the Adjustable Block Program. As of the Effective Date, Energy Solutions is the designated Program Administrator.
22. **Program Agreements.** The Interconnection Agreement and Renewable Energy Credit agreement associated with the Project.
23. **Program Rules.** The Adjustable Block Program guidebook, Utility Bill Credit Tariff, Unsubscribed Energy Tariff, requirements for approved vendors, marketing guidelines issued by the IPA, and program related documents provided by the Utility.
24. **Production Month.** The calendar month during which Subscribed Energy is produced by the Project and delivered to the Utility.

25. **Production Year.** Each period of twelve consecutive months during the Term, with the first Production Year commencing on the Project COD and each subsequent Production Year commencing on the applicable anniversary of the Project COD.
26. **Project COD.** The Project's initial date of commercial operation.
27. **Projected Subscriber Payments.** For each year of the remaining Term of this Agreement, the product of (1) the Sunsubscription Rate for such year and (2) the Estimate of Subscribed Energy for such year.
28. **Renewable Energy Credit.** The environmental attributes represented by 1 MWh of electricity generated by a renewable generator.
29. **Small Subscriber.** A commercial customer with a subscription sized below 25 kW_{ac}.
30. **Subscribed Energy.** The electricity generated by the Project attributable to your CS Allocation and delivered to the Utility on or after Project COD.
31. **SunsubscriptionSM Dashboard.** A web-based portal showing the production and other relevant information for your project.
32. **SunsubscriptionSM Rate.** A dollar amount per kilowatt-hour with respect to the Subscribed Energy produced by Project Subscriber's CS Allocation, as set forth in Section 1.5(a), used for determining Project Subscriber's SunsubscriptionSM Payments.
33. **Taxes.** Any federal, state, or local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, or transaction tax, other taxes, regulatory fees, surcharges, or other similar charges, but does not include any income taxes imposed on US Solar for payments made by you and received by us under this Agreement.
34. **Total Price to Compare.** The rate or rates published by the Illinois Commerce Commission for energy supply for eligible customers receiving supply service from the electric utility, and shall include energy, capacity, transmission, and the purchased energy adjustment.
35. **Unsubscribed Energy Tariff.** The tariff setting forth the compensation rate for unsubscribed energy, ComEd "Rider POG" or Ameren "Rider QF", as applicable, as amended or updated and any successor thereto.
36. **Utility.** The default electricity provider for the Project Subscriber's service address, ComEd or Ameren, as applicable.

37. **Utility Bill Credit Tariff.** The tariff setting forth the bill credit for each customer class, ComEd “Rider POGCS” or Ameren “Rider NMCS as amended or updated and any successor thereto. See Exhibit E, below.

38. **Utility’s Rate Tariff.** ComEd’s “Schedule of Rates for Electric Service”, as amended or updated and any successor thereto, which, as of the Effective Date, is available at <https://www.comed.com/SiteCollectionDocuments/MyAccount/MyBillUsage/CurrentRates/Ratebook.pdf> Ameren’s “Electric Service Schedule”, as amended or updated and any successor thereto, which, as of the Effective Date, is available at <https://www.ameren.com>

EXHIBIT B
PROJECT SITE

Project Name	Project Location	Utility
USS Cattail Solar LLC	18700 Frog Pond Rd IL 61252	ComEd

EXHIBIT C

RESERVED

EXHIBIT D

PRODUCTION ESTIMATE

The 20-year production estimate as of the date this Exhibit was delivered for USS **Cattail Solar** LLC is set forth below (assuming an annual degradation of 0.5%). This production estimate of production is determined using PVsyst, an industry standard solar production modeling tool, using publicly available historical data for solar resources at the site of the Project, the manufacturer’s specifications for production capability of the solar modules, and a reduction for estimated losses for Project usage and conversion, transmission, and transformation of the electricity generated by the Project. This estimate is based on information available to us at the time and is not a guarantee. US Solar shall have the right to unilaterally amend this Exhibit D from time to time by delivering a revised Exhibit D to Project Subscriber, which updates will amend the Project Production Estimates and the Estimate of Subscribed Energy based on then current Project specifications.

Year	Project Production Estimate (kWh)	Estimate of Subscribed Energy (kWh)
1	5,151,200	129,837
2	5,125,444	129,188
3	5,099,817	128,542
4	5,074,318	127,899
5	5,048,946	127,260
6	5,023,701	126,623
7	4,998,583	125,990
8	4,973,590	125,360
9	4,948,722	124,734
10	4,923,978	124,110
11	4,899,359	123,489
12	4,874,862	122,872
13	4,850,487	122,257
14	4,826,235	121,646
15	4,802,104	121,038
16	4,778,093	120,433
17	4,754,203	119,831
18	4,730,432	119,231
19	4,706,780	118,635
20	4,683,246	118,042

Date Exhibit was delivered: Effective Date

EXHIBIT E

UTILITY BILL CREDIT TARIFF

ComEd's Bill Credit Tariff can be found at:

ComEd Rider POGCS:

<https://www.comed.com/SiteCollectionDocuments/MyAccount/MyBillUsage/CurrentRates/Ratebook.pdf>

Sheet No. 344

Ameren's Bill Credit Tariff can be found at:

Ameren Rider NMCS:

<https://www.ameren.com/-/media/rates/files/illinois/aie130rdnmcs.ashx>

EXHIBIT F

STANDARD DISCLOSURE FORM FOR PROJECT

[Attach project-specific PDF]

EXHIBIT G

PROJECT SUBSCRIBER DATA
(as provided by Project Subscriber as of the Effective Date)

Project Subscriber (name as shown on Utility account)

Table A Subscriptions Less than 25kWac					
Utility Service Address (Eligible Address)	Utility Account Number	Electric Choice ID	Meter #	Average Annual Electrical Consumption (AAEC)(kWh)	Subscription Size (kWh)
Well 2 115 N 3rd St.	9496615000	9491058448	230128741	77640	22576
13 S Gale Rd	6369112222	6368005185	997729389	383870	53469
809 S 13th St.	2210612222	2212647265	230090469	82200	27136
809 S 13th St 01	7898412222	7897020398	230090402	81720	26656
TOTAL				625,430	129,837



US Solar Floating Commercial SunsubscriptionSM Agreement

This Floating Commercial SunsubscriptionSM Agreement (this “**Agreement**”) is entered into by and between United States Solar Services LLC (together with its successors and assignees, “**US Solar**” or “we”) and the subscriber described below (together with any permitted transferees, “**Project Subscriber**” or “you”) (each a “**Party**” and collectively the “**Parties**”) and is effective as of the date signed by the Parties (the “**Effective Date**”).

Project Subscriber:	City of Oregon	US SolarSM:	
Name and Address	Name: City of Oregon Address: 115 N 3 rd Street Oregon, IL 61061 Attn: Darin DeHaan City Manager	Name and Address	United States Solar Services LLC 100 N 6 th Street, Suite 410B Minneapolis, MN 55403 Attention: IL CS Notices
Phone	815-732-6321	Phone	(612) 260-2230
E-mail	ddehaan@cityoforegon.org	E-mail	info@us-solar.com
Utility & Project	ComEd, USS Ducks Solar LLC	Approved Vendor:	Equity Solar Illinois LLC
Eligible Address and Account Numbers	See Exhibit G		
Community Solar Allocation	An amount of solar generating capacity (kW) expected to produce approximately up to 60,432 kWh in year one, the Estimate of Subscribed Energy (kWh), which will be allocated among your Eligible Addresses and Account numbers set forth on Exhibit G. As of the Effective Date, the amount of Subscribed Energy estimated for each Eligible Address and Account number is equal to up to approximately 100% of the AAEC for each such Eligible Address and Account number. Project Subscriber’s AAEC for all of the Eligible Addresses and Account numbers set forth in Exhibit G is equal to approximately 383,870 kWh.		

This Agreement sets forth the terms and conditions of your subscription to the community solar garden described in **Exhibit B** (“**Project**”) and installed at the project site described in **Exhibit B** (“**Project Site**”).

The exhibits listed below are incorporated by reference and made part of this Agreement.

Exhibit A Definitions

Exhibit B Project, Project Site

Exhibit C (Reserved)

Exhibit D Production Estimate

Exhibit E Utility Bill Credit Tariff

Exhibit F Standard Disclosure Form for Project

Exhibit G Project Subscriber Data

ARTICLE 1 SUBSCRIPTION

1.1 Subscribing to Project Capacity. You are subscribing to the Community Solar Allocation (“**CS Allocation**”) identified for the Project on the front page of this Agreement on the terms and conditions set forth herein. For purposes hereof, each Eligible Address and Account number is its own subscription for purposes of the Program Rules.

1.2 Bill Credit Value. (a) As more fully detailed in the Utility Bill Credit Tariff, and subject to the terms and conditions of this Agreement, as long as you and each relevant account remain eligible under this Agreement, your CS Allocation entitles you to receive a Bill Credit against your monthly retail electrical bill equal to the product of (i) the amount of your Subscribed Energy for each Production Month, and (ii) your applicable Bill Credit Rate. Bill Credits are the dollar amounts paid by the Utility to you as a credit on your retail electric bill to compensate you for your beneficial share of the solar electricity produced by your CS Allocation and delivered to the Utility from the Project.

(b) We make no representation or warranty as to the likelihood that any Bill Credits will create any specific amount of economic benefit at any time or over any period of time or over the Term of this Agreement as a whole, or that the Bill Credits will create a positive economic benefit to you. The estimate of potential benefits contained herein are based on a number of assumptions about estimated Subscribed Energy, Bill Credit Rates, Applicable Laws currently in place, the Utility’s retail electrical rates, your decision to receive your electric bill from an alternative retail electric supplier (or ARES), and a number of other factors beyond the control of US Solar. Any estimate by US Solar herein or elsewhere given to Project Subscriber as to any expected benefit to Project Subscriber from the Bill Credits at any time or over any period of time is purely an estimate based on the information available to US Solar and related assumptions at the time and is not a guarantee that any positive economic benefit will accrue to Project Subscriber from the Bill Credits or that any specific amount of benefits will accrue to Project Subscriber at any time, or over any period of time, or over the Term of the Agreement.

1.3 Bill Credit Rate. The Bill Credit Rate that you will receive is found in the Utility Bill Credit Tariff (as defined in **Exhibit A**) and may be recalculated from time to time by the Utility. Bill Credits are provided by the Utility regardless of your choice to receive services from an ARES instead of from your Utility; however, your choice to receive your electric bill through an ARES could impact your savings. See section 3.7.

1.4 Subscribed Energy. The estimated amount of Subscribed Energy produced by your CS Allocation is set forth in **Exhibit D**. Please note that we make no representation or warranty as to the likelihood that the Project will generate any specific amount of electricity or sufficient electricity so as to create any specific or minimum Bill

Credits to Project Subscriber during any period of time or over the Term of the Agreement as a whole. The production estimate described in Exhibit D is based on a number of assumptions about final Project specifications, expected solar insolation at the Project Site, and performance of the modules and other Project equipment, the accuracy of production estimating software and other factors affecting possible production which are not within the control of US Solar. Circumstances experienced at the Project will deviate from historical data and other assumptions and projections. The actual production of energy of electricity by the Project and delivery of energy, including Subscribed Energy, by the Project is also subject to lack or overabundance of sunlight, other adverse weather, equipment failures, curtailments or outages by the Utility, Force Majeure events (as defined in the Program Agreements), and other events beyond the control of US Solar. The production estimate and any other estimate communicated by US Solar to Project Subscriber of expected energy production from the Project at any time or over any period of time is purely an estimate based on the information available to US Solar at the time and is not a guarantee that any such production will occur or that any particular amount of Subscribed Energy will be received by Project Subscriber at any time or over any period of time, including the Term of this Agreement.

1.5 SunscriptionSM Rate and Payments.

- (a) Your SunscriptionSM Rate for each Production Month will be equal to 85% of the Bill Credit Rate. In other words, the Sunscription RateSM is 15% less than the Bill Credit Rate.
- (b) The monthly payment amount you owe to US Solar (each, a **"SunscriptionSM Payment"**) is equal to the product of (i) your Subscribed Energy produced in a given Production Month, and (ii) your SunscriptionSM Rate.
- (c) SunscriptionSM Payments will be invoiced monthly, beginning the first month after the Project COD, and you agree to make, pursuant to payment instructions set forth in each invoice, the full monthly SunscriptionSM Payment within thirty (30) calendar days of receiving our invoice.
- (d) Interest shall accrue on overdue SunscriptionSM Payments not subject to a good-faith dispute, at rate equal to the lesser of (i) six percent (6.00%) per annum simple interest or (ii) the maximum amount allowed under Applicable Laws.

1.6 No Additional Payments. The SunscriptionSM Payments are the only payments you will be required to make to us for your CS Allocation. There are no other nonrecurring (one-time) charges or recurring (monthly, yearly) charges except as referenced in this section 1.6, and we do not have any right to compel you to pay any additional funds except in connection with Section 5.4 (Taxes) or the events described in Section 6.2 (Sale or Transfer), 10.3 (Cancellation Remedies) and Section 10.4 (Default Remedies). We do not have any right to compel you to advance or pay any additional

funds for the construction or maintenance of the Project or your CS Allocation. No security deposit is required by you under this Agreement.

1.7 Ownership Limitation. Project Subscriber is not purchasing, and US Solar is not selling or transferring to Project Subscriber:

- (a) Any ownership or lien in any specific modules or tangible component of the Project;
- (b) Any ownership or membership interests or rights in US Solar or any entity which owns or may subsequently own the Project (the “**Project Owner**”) or any financial rights or distributions associated with such ownership;
- (c) Any right to any payment by the Utility to US Solar or the Project Owner with respect to the Unsubscribed Energy Tariff;
- (d) Any right to manage, direct, control or operate the Project, US Solar or the Project Owner; or
- (e) Any RECs produced by the Project or any payment by the Utility to US Solar or the Project Owner with respect to the RECs.

1.8 Term. The term of the Agreement (“**Term**”) shall begin on the Effective Date and shall end twenty (20) years after the Project COD unless otherwise provided for in this Agreement.

ARTICLE 2 PROGRAM RULES AND AGREEMENTS

2.1 Program Rules and Agreements. With respect to the Project, US Solar or the Project Owner will enter into Illinois Shines’ standard Program Agreements with the Utility, and be bound by the Program Rules. Among other things, these Program Rules and Program Agreements provide for the following:

- (a) US Solar acting as the Project operator;
- (b) Sale and delivery of all electricity generated by the Project to the Utility, and sale and delivery of all RECs generated by the Project to the Utility or another third party;
- (c) Allocation to subscribers by the Utility of Bill Credits in exchange for delivery by US Solar, or the Project Owner, of the electricity generated by the Project; and
- (d) US Solar ensuring the Project’s compliance with Illinois Shines’ Program Rules and our Sunsubscription Eligibility Requirements per Section 3, below.

ARTICLE 3
ELIGIBILITY, REQUIRED FORMS, AND EXCESS BILL CREDIT PURCHASE

3.1 Sunscription Eligibility Requirements. This Agreement is only available to non-residential customers of the Utility that satisfy US Solar's credit requirements and provide a valid email address for communication with US Solar.

- (a) By executing this Agreement, you represent and warrant that the following statements are true and complete, and you agree to notify us promptly if any of these statements ceases to be true:
- i. your address, account number(s), rate class and annual meter usage listed in Exhibit G are accurate and the customer name on your Utility account is identical to your name as stated on the cover page of this Agreement;
 - ii. you have disclosed and will disclose to us the existence of any on-site generation or other community solar subscription serving your Eligible Address.
- (b) To confirm your eligibility, you must also complete the Required Documentation described in Section 3.3 below.
- (c) All conditions and the continued accuracy of your representations and warranties in this Section 3.1 together constitute the requirements of your participation as a subscriber in the Project ("**Sunscription Eligibility Requirements**"). Your failure to maintain eligibility may result in the Utility not allocating you Bill Credits and/or cancellation per Section 10.1(b)(i).

3.2 Eligibility Data. You acknowledge that the account data contained in **Exhibit G** is complete and accurate and that US Solar may use the data for purposes of confirming your conformance with the Sunscription Eligibility Requirements. You agree to provide US Solar and the Project Owner with any additional information we request to determine, verify, or confirm your eligibility at any time during the Term.

3.3 Required Documentation. In addition to your execution of this Agreement, you must execute additional relevant documents ("**Required Documentation**") upon our request, including:

- i. a Standard Disclosure Form that is specific to you and the Project, which the Program Rules establish as a prerequisite for entering this Agreement. See **Exhibit F** for a copy of the Project's Standard Disclosure Form; and
- ii. any other document reasonably required by the Utility or Program Administrator to effectuate your subscription and maintain compliance with the Program Rules.

You also agree to provide us with any additional information we request to determine, verify, or confirm your eligibility at any time during the Term, and you authorize us to use such information to assist us in confirming your eligibility.

3.4 Authorization to Access Data. You authorize US Solar and the Project Owner to use all eligibility data set forth in **Exhibit G**, and to access and use your energy usage data and electric Utility bills for each Eligible Address for the most recent twenty-four (24) months for the purpose of complying with Program Rules and performing under this Agreement. You authorize US Solar and the Project Owner to receive the following information from the Utility, which is applied to your monthly bill during the term of the subscription: (i) your Bill Credit Rate, (ii) total kWh, and (iii) total monetary credit value.

3.5 Authorization to Allocate Subscription. You authorize US Solar and the Project Owner to allocate your Utility account to the CS Project, and to switch your electric account to billing under the applicable “**Community Solar Garden Tariff**” as permitted by the Program Rules.

3.6 Credit Information. Subject to the confidentiality and privacy provisions of Section 8.1, you agree to provide US Solar with information reasonably necessary for US Solar, the Project Owner, or its Financing Parties to confirm your creditworthiness.

3.7 Excess Bill Credit Purchase. As per the Program Rules, any excess Bill Credits (i.e., Bill Credits in a billing period that exceed the amount you owe the Utility for your electricity supply charge in that period) will be carried forward and credited against all charges by the Utility indefinitely until and unless you terminate utility service, after which any remaining Bill Credits that were carried forward will be cancelled.

Please note: if you opt to receive your electric bill from a method other than Utility Consolidated Billing (UCB), your bill credits may not be applicable to your full electric bill. Therefore, we strongly encourage you to review the value of your Bill Credits versus the costs of your other electric charges before changing your billing method. In any case, you acknowledge and agree that your obligation to make your Subscriber Payments is independent of the amount of your Bill Credits and applies whether you receive electricity supply from an ARES or change billing methods.

ARTICLE 4 US SOLAR RESPONSIBILITIES

4.1 Design and Implementation. We agree to develop, design, finance and construct the Project, including, but not limited to, site acquisition, the filing of interconnection applications and procurement of an Interconnection Agreement with the Utility, the selection and procurement of Project components, and the installation and testing of all Project components.

4.2 Eligibility Compliance. US Solar is responsible for confirming compliance with the Program's eligibility requirements, including verification of the eligibility information you have provided to US Solar.

4.3 Outages. If the Project is out of service for more than three (3) consecutive business days (an "Outage") or such longer period as may be permitted by the Program Rules, we will inform you of such Outage either via email, access to the Subscription Dashboard (if applicable) or another reasonably accessible communications method. Such communication will include any information required by the Program Rules.

ARTICLE 5 FURTHER INFORMATION

5.1 Unsubscribed Energy. Unsubscribed energy will be purchased by the Utility from the Project Owner in accordance with the Unsubscribed Energy Tariff and Applicable Laws.

5.2 Project Insurance, and Long-Term Maintenance Plan. Prior to Project COD, US Solar or another appropriate third party will procure, and for the Term will maintain, insurance coverages of a type and an amount that is standard in the solar industry for projects of similar size and design.

Prior to Project COD, US Solar or other appropriate third party will prepare a long-term maintenance plan, and for the useful life of the Project, that will be substantially consistent with long-term maintenance plans standard in the solar industry for projects of similar size and design.

5.3 Other Agreements and Documents.

(a) Upon your request we will provide the following when and as available:

- i. Certificate(s) of insurance; and
- ii. Long-term maintenance plan.

(b) We will provide you with any other information that you may request, or that we may be required to deliver, under the Program Rules or the Utility Bill Credit Tariff.

(c) You agree to sign an acknowledgment of receipt of any such materials.

5.4 Taxes. You recognize that neither we nor the Utility makes any representations or warranties concerning the taxable consequences, if any, to you with

respect to your Bill Credits, your SunsubscriptionSM Payments, or your participation in the Project. You are responsible to either pay or reimburse us for any and all Taxes assessed on the generation, sale, delivery, or consumption of your Subscribed Energy or your Bill Credits.

5.5 Securities Laws. Neither we nor the Utility makes any representations or warranties concerning the implication of any federal or state securities laws with respect to this Agreement or your CS Allocation. Neither this Agreement nor your CS Allocation has been registered under the Securities Act of 1933, as amended, or any state securities laws. Neither US Solar nor the Project Subscriber believes this Agreement or the CS Allocation constitutes a security governed by such laws. Project Subscriber represents and agrees that (i) it is not entering into this Agreement or acquiring the Bill Credits for the purpose of making a market in such interests or trading them on any securities market or equivalent thereof which might fall within the scope of such laws; and (ii) it is not relying on the advice or due diligence efforts of US Solar in entering into this Agreement. You are urged to seek your own professional advice on these matters.

ARTICLE 6 TRANSFERABILITY

6.1 General. This Agreement and your Bill Credits are your personal property. Your ability to continue to receive Bill Credits is dependent upon your continuing compliance with the Sunsubscription Eligibility Requirements and your payment of the SunsubscriptionSM Payments. This Agreement and your right to receive Bill Credits are transferable only as set forth below. This Agreement and your right to receive Bill Credits are not transferable by you, whether voluntarily or by operation of law, at any time when you are in default under this Agreement, unless approved by US Solar.

6.2 Sale or Transfer to Other Eligible Subscribers. You may not sell or transfer this Agreement, or any portion of your CS Allocation to any person or entity without US Solar's prior written consent (not to be unreasonably withheld, conditioned or delayed). It being expressly understood and agreed that any sale or transfer by you to any person or entity who, at the time of the sale or transfer [(x) meets the Sunsubscription Eligibility Requirements and credit requirements for the Project. Any amounts you collect from a transferee in respect of your transfer of this Agreement, or any portion of your CS Allocation, belongs to you. Neither US Solar nor the Project Owner will have any claim or right to any such amounts you may receive.

Without limitation to the foregoing, your sale or transfer of your CS Allocation for the Project is expressly conditioned upon:

- (a) US Solar receiving at least ninety (90) calendar days' prior written notice identifying the prospective purchaser or transferee, providing the physical address at which it takes electric service from the Utility, the Utility account number and all other information needed to determine its eligibility to be a

subscriber, as well as any other subscriptions in the Project or other community solar projects held by the proposed transferee, and any solar facility owned or leased by the proposed transferee at the address associated with the proposed transfer;

- (b) Receipt by US Solar of authorizations from the proposed transferee needed to access their Utility account data, and receipt by US Solar of usage data at the proposed transferee's address needed to calculate its historic electrical usage;
- (c) Determination by US Solar that the proposed transferee meets the Sunsubscription Eligibility Requirements;
- (d) Determination by US Solar that the proposed transferee is eligible to be a Subscriber in the relevant Project and that its participation as a Subscriber will not cause the Project to fail any Eligibility Requirement or otherwise fail to comply with any Applicable Laws or contractual obligations to the Utility. For the avoidance of doubt, the proposed transferee must qualify as a Small Subscriber if the capacity that is being transferred was originally allocated to a Small Subscriber;
- (e) The proposed transferee's (i) express written assumption of this Agreement or execution and delivery of a new subscription agreement with US Solar as to the CS Allocation on the same terms and conditions as this Agreement, including the cure of any prior defaults arising under this Agreement; and (ii) execution of a Standard Disclosure Form or any other document reasonably required by US Solar, the Program Administrator, or the Utility to effectuate the transfer and to maintain compliance with the Program Rules; and
- (f) The proposed transferee meeting our credit requirements.

US Solar shall notify the Utility of any such transfer so that the Utility may change the applicable subscriber benefits to apply to the transferee's retail Utility electric account.

6.3 Relocation/Sale of Eligible Address.

- (a) If during the Term you move from an Eligible Address and are no longer the Utility account-holder at that address, you may transfer all or part of your CS Allocation to another Eligible Address of yours (new or existing) conditioned on the following:
 - i. You provide us with at least one hundred and twenty (120) calendar days' notice of such transfer; and
 - ii. We determine that the new address, including the prior electrical usage at that address, will allow for the transferred CS Allocation to continue to meet the Sunsubscription Eligibility Requirements.

- (b) If during the Term you move from or sell an Eligible Address and are no longer the Utility account-holder at that address, and you are not relocating to a new Eligible Address or do not have sufficient subscription capacity at another Eligible Address, before moving you must either:
 - i. Sell or transfer the relevant portion of your CS Allocation in accordance with Section 6.2. If requested by you, we will use commercially reasonable efforts for up to one hundred eighty (180) calendar days to assist you in this process; or
 - ii. Cancel the relevant portion of your CS Allocation pursuant to Section 10.1 (a)(ii) or (iii) below.
- (c) You are obligated to maintain compliance with the Sunsubscription Eligibility Requirements and to notify us if you plan to be out of compliance. You acknowledge that your failure to maintain compliance with the Sunsubscription Eligibility Requirements may result in the Utility not paying you Bill Credits and our cancellation of the relevant CS Allocation.
- (d) This Agreement confers to us no right to interfere with, or require our consent to, your sale or transfer of your real property.

6.4 Reallocation. Notwithstanding anything to the contrary herein or in any other agreement, US Solar reserves the right, at its option and in its sole discretion, to assign all or a portion of your CS Allocation among one or more systems that meet and satisfy the Program eligibility requirements and from which you are eligible to receive all or such portion of CS Allocation in accordance with the Program. In the event that US Solar re-allocates all or a portion of your CS Allocation to a different project, the Parties agree to modify any terms of this Agreement as necessary to effectuate or reflect the details of such assignment(s), including, without limitation, such modifications to Exhibit B to reflect the new Project. US Solar will provide you with reasonable notice of any such assignment and re-allocation. To effectuate such assignment and re-allocation, US Solar will provide you with revised copies of Exhibit B and Exhibit D, as applicable. Upon receipt of such revised Exhibits, the Agreement will be deemed to incorporate such revised Exhibits without further action by the Parties.

ARTICLE 7 ASSIGNMENTS; FINANCING

7.1 Assignment. We may, without your prior consent, in whole or in part, (i) assign, mortgage, pledge or otherwise collaterally assign our interests in this Agreement and the Project to any Financing Party, (ii) directly or indirectly assign this Agreement and the Project to the Project Owner, an affiliate or subsidiary of ours or any third party acquiring the Project or the Project Owner, (iii) assign this Agreement and the Project to any entity through which we are obtaining financing or capital for the Project, and (iv) assign this Agreement and the Project to any person succeeding to all or substantially all of our assets. In the event of any such assignment (other than a collateral assignment),

we shall be released from all our liabilities and other obligations under this Agreement (only upon assumption of our obligations hereunder by the assignee). However, any assignment of our rights and/or obligations under this Agreement shall not result in any change to your rights and obligations under this Agreement. For the avoidance of doubt, any subsequent assignee of US Solar may assign its interest at any time, and without your consent, to another person or another Financing Party in accordance with the terms of this Agreement. If the Financing Party or its successor becomes the owner of our interest by foreclosure or otherwise, it may sell or transfer that interest to any third party without your consent.

7.2 Changes. You acknowledge that we may obtain construction and long-term financing from one or more Financing Parties. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with any assignment by us (or the Financing Parties, as described herein), you agree to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Financing Parties.

7.3 Notice and Opportunity to Cure. You may not terminate or suspend your performance due to our Event of Default unless you have given the Financing Parties prior written notice of your intent to so terminate or suspend this Agreement. In your notice you will describe the circumstances giving rise to our default and provide the Financing Parties with the opportunity to cure the default within thirty (30) calendar days after receipt of such notice or any longer period provided for in this Agreement. If our default reasonably cannot be cured by the Financing Parties within the period provided and the Financing Parties commence and pursue to cure of such default within that period, the period for cure will be extended for a reasonable period of time under the circumstances, but not to exceed an additional sixty (60) days. The Parties' respective obligations under this Agreement will otherwise remain in effect during the cure period. If the Financing Parties or an assignee (including any buyer or transferee) acquires title to or control of our assets and within the applicable time periods cures all defaults under this Agreement existing as of the date of such change in control in the manner required by this Agreement and which are capable of cure by a third party or entity, then such Financing Parties or third party transferee will no longer be in default under this Agreement, and this Agreement will continue in full force and effect.

ARTICLE 8 PRIVACY; CONFIDENTIALITY; PUBLICITY

8.1 Subscriber Data. US Solar will not disclose your Utility account information, energy usage data, Bill Credits, or any other personal information (collectively, "**Project Subscriber Data**") to any person except to (i) the Utility, to the extent required by Applicable Laws for the purpose of maintaining the Project, your eligibility to subscribe to the Project, and your CS Allocation and Bill Credits; (ii) accountants or attorneys of US

Solar to the extent necessary for them to render advice or perform professional services associated with the Project or this Agreement; (iii) advisors, affiliates, agents, or representatives of US Solar (including, without limitation, any third party customer management service provider) to the extent necessary for them to render advice or perform professional services associated with the Project or this Agreement, but only if such disclosure is subject to the obligation or agreement of the recipient in writing to keep such Project Subscriber Data confidential on substantially the same terms as those set forth herein; (iv) to actual or potential Financing Parties or Project Owners to confirm your eligibility; or (v) as otherwise required by Applicable Laws or pursuant to an order of a court or other governmental authority having jurisdiction over the matter. US Solar shall comply with all Applicable Laws with respect to privacy and non-disclosure of consumer or financial data. A copy of US Solar's data privacy policy shall be provided to you upon your request.

8.2 Confidential Information of US Solar. Certain information and data provided by US Solar with respect to the Project or other aspects of US Solar's business may be designated by US Solar as confidential and proprietary information (collectively, "**US Solar Data**"). You agree not to share any US Solar Data with any other Person, including, but not limited to, any other developer of community solar projects or anyone otherwise competing with US Solar, except that Project Subscriber may share such US Solar Data with (i) with Project Subscriber's accountants or attorneys for the purposes of assessing whether to enter into this Agreement and for tax filings and similar purposes, but only if such disclosure is subject to the obligation or agreement of the recipient in writing to keep such US Solar Data confidential; or (ii) as otherwise required by Applicable Laws. US Solar designates this Agreement as "US Solar Data" in this respect.

8.3 Publicity. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement or related to Project Subscriber's participation in the Project, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Notwithstanding the foregoing, the Project Subscriber agrees that US Solar can use Project Subscriber's logos in their respective marketing materials.

ARTICLE 9 DISPUTE RESOLUTION

9.1 Program Disputes.

- (a) Any dispute or question which you have with respect to the application by the Utility of the Bill Credits to your retail electric bill, in particular the applicable Bill Credit Rate that the Utility or an ARES used to determine the amount of your Bill Credits, shall be directed by you to the Utility or ARES for resolution. You may request that US Solar assist you in this respect.

You acknowledge that your obligation to make your SunsubscriptionSM Payments is independent of the amount of your Bill Credits.

- (b) Any issue or dispute identified by you with respect to the Utility's actions with respect to the Project or the Bill Credits other than as described in Section 9.1(a) shall be referred to US Solar. If the dispute or question is not resolved to the Project Subscriber's satisfaction, you have the right to refer the issue directly to the Program Administrator at admin@illinoisshines.com or 877-783-1820. If you wish to contact the Illinois Commerce Commission (the "Commission"), you may do so at the following phone number: 800-524-0795. Or you may visit the Commission website at : www.icc.illinois.gov. You also may contact the Illinois Power Agency ("IPA") at 312- 793-0263, or 866-846-5276. The IPA's website address is: <https://www2.illinois.gov/sites/ipa/Pages/default.aspx>.

9.2 Disputes between Parties.

- (a) The Parties shall attempt in good faith to resolve all disputes arising in connection with the interpretation or application of the provisions of this Agreement or in connection with the determination of any other matters arising under this Agreement by mutual agreement.
- (b) Any dispute or issue a Party may have arising from or related to this Agreement, which are not resolved by communications between Project Subscriber and US Solar representatives in person, over the phone, or electronically shall be submitted to the other Party in writing. Each Party shall assign an officer or senior management executive to address or negotiate a resolution with the other Party. The Parties agree to attempt to reach a resolution of such dispute within ten (10) calendar days or such longer period as the Parties may agree.
- (c) We shall perform any calculation called for hereunder and do so in a commercially reasonable manner and in accordance with industry accepted standards. Any dispute regarding the results of any such calculation shall be resolved by having an independent consultant having nationally recognized credentials, such as Navigant Consulting, Inc. or Leidos, Inc., perform the calculation at the disputing Party's expense. Such consultant's results shall be binding on the Parties absent manifest error.
- (d) During the pendency of any dispute hereunder, the Parties shall continue to perform their respective obligations under this Agreement.

- (e) Any dispute arising from or relating to this Agreement not resolved by the Parties under Section 9.2(a)-(b) above shall be arbitrated in Chicago, IL, or such other location in Illinois mutually agreeable to the Parties. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration.

ARTICLE 10
CANCELLATION EVENTS; EVENTS OF DEFAULT; REMEDIES

10.1 Cancellation Events.

- (a) You may cancel all or part of your CS Allocation relating to the Project to the extent that:
- i. The Project becomes ineligible to participate in Illinois Shines during the Term, and additional capacity in another project owned by US Solar or its affiliates does not exist;
 - ii. Prior to the fifth (5th) anniversary of the COD of the Project, you become aware that, due to relocation, or other material changes, your CS Allocation will no longer satisfy the Subscription Eligibility Requirements and you elect not to sell or transfer, or cannot sell or transfer on the same terms and conditions, your CS Allocation to another eligible Utility customer that meets the Subscription Eligibility Requirements;
 - iii. From and after the fifth (5th) anniversary of the COD of the Project, you become aware that, due to relocation or other material changes, your CS Allocation will no longer satisfy the applicable Eligibility Requirements and you elect not to sell or transfer, or cannot sell or transfer on the same terms and conditions, your CS Allocation to another eligible Utility customer that meets the Subscription Eligibility Requirements.
 - iv. Prior to the fifth (5th) anniversary of the COD of the Project, you elect for any other reason to cancel all or part of your CS Allocation;

To cancel under this clause (iv) you must deliver written notice to us at least 180 days prior to (but no more than 210 days prior to) the date you wish such cancellation to be effective, which notice must set forth the portion of your CS Allocation to be cancelled. During such notice period, you will continue making such SubscriptionSM Payments as would have been payable by you had no cancellation occurred.

v. From and after the fifth (5th) anniversary of the COD of the Project, you elect for any other reason to cancel all or part of your CS Allocation;

To cancel under this clause (v) you must deliver written notice to us at least 180 days prior to (but no more than 210 days prior to) the date you wish such cancellation to be effective, which notice must set forth the portion of your CS Allocation to be cancelled. During such notice period, you will continue making such SunsubscriptionSM Payments as would have been payable by you had no cancellation occurred.

- (b) We may cancel all or part of your CS Allocation relating to the Project to the extent that:
- i. You fail to meet the Sunsubscription Eligibility Requirements (other than US Solar's credit requirements) at any time during the Term;
 - ii. Your CS Allocation is transferred by operation of law as defined in Section 10.7 to an ineligible person or entity and is not sold to an Eligible Transferee within the time provided;
 - iii. Prior to the start of Project construction, we are not able to confirm your creditworthiness;
 - iv. Prior to the start of Project construction, we determine to terminate the development of the Project; or
 - v. We elect for any other reason to cancel or terminate all or part of your CS Allocation.
- (c) Cancellation under Sections 10.1(a)(i) or 10.1(b)(iii) or (iv) will be effective upon delivery of written notice by the cancelling Party to the other Party. Cancellation under Sections 10.1(a)(ii), (iii) or 10.1(b)(i), (ii) or (v) will be effective one hundred and eighty (180) days after written notice by the cancelling Party to the other Party. During such one hundred and eighty (180) day period, you will continue making such SunsubscriptionSM Payments as would have been payable by you had no cancellation occurred. All cancellation notices shall include a description of the circumstances giving rise to the Cancellation Event and the specific portion of CS Allocation canceled.

- (d) Per the Program Rules, you may rescind this Agreement within three calendar days of signing this Agreement, by providing us with written notification of the same.

10.2 Events of Default. Each of the following events shall be an Event of Default under this Agreement:

- (a) A Party breaches any material representation or warranty or fails to perform a material obligation set forth in this Agreement and does not cure such breach or failure within thirty (30) calendar days of written notice of the breach from the non-defaulting Party.
- (b) With respect to Project Subscriber, failure to make any SunscriptionSM Payment when due, and failure to cure the default within ten (10) business days after written notice of such failure from US Solar.

10.3 Cancellation Remedies.

- (a) In the case of a cancellation pursuant to Sections 10.1(a)(i), or 10.1(b)(iii), (iv) or (v), you will owe nothing with respect to the amount of CS Allocation cancelled.
- (b) In the case of a cancellation pursuant to Sections 10.1(a)(ii), (iii), (iv) or (v) or 10.1(b)(i) or (ii) (each, a “**Covered Cancellation Event**”), you will be responsible for paying the Cover Cost Amount, if any, with respect to the amount of CS Allocation cancelled, subject to the following:

We will use commercially reasonable efforts for up to sixty (60) days after such cancellation (“**Cancellation Replacement Period**”) to secure one or more Eligible Transferee who will subscribe to the entire cancelled portion of your CSG Allocation at no less than your SunscriptionSM Rate. If we are successful, your Cover Cost Amount will be zero. To the extent during the Cancellation Replacement Period we are unsuccessful in securing one or more Eligible Transferees who will subscribe to the entire cancelled portion of your CS Allocation, the Unsubscribed Energy rate provided for in the CS Tariff will be used in lieu of a transferee SunscriptionSM Rate for purposes of determining the Cover Cost Amount under clause (b) of the definition of Cover Cost Amount.

- (c) At the end of the Cancellation Replacement Period, we will determine the Cover Cost Amount and other amounts owing by you and provide you written notice of same. That amount will become due and payable by you within ten (10) business days of your receipt of this notice.

- (d) If you cancel less than all of your CS Allocation, after paying the Cover Cost Amount, your remaining SunscritionSM Payments will reflect your appropriately reduced CS Allocation.
- (e) Upon cancellation of the entire CS Allocation, we may terminate this Agreement in its entirety.

10.4 Default Remedies. In the event a defaulting Party fails to cure an Event of Default within the applicable cure period, the non-defaulting Party may:

- (a) With respect to an Event of Default by Project Subscriber:
 - i. We may terminate this Agreement immediately by notifying you in writing.
 - ii. We may direct the Utility to remove you as a subscriber with respect to the Project, and you will no longer receive Bill Credits associated with the CS Allocation.
 - iii. You will owe the Cover Cost Amount (defined in Exhibit A), if any.
 - 1. We will use commercially reasonable efforts for sixty (60) calendar days after your Event of Default (“**Default Replacement Period**”) to secure one or more Eligible Transferees who will subscribe to your entire CS Allocation at no less than your SunscritionSM Rate. If we are successful, your Cover Cost Amount will be zero.
 - 2. To the extent during the Default Replacement Period we are unsuccessful in securing one or more Eligible Transferees who will subscribe to your entire CS Allocation, the Unsubscribed Energy Tariff rate will be used in lieu of a transferee SunscritionSM Rate for purposes of determining the Cover Cost Amount.
 - iv. You will owe an amount equal to the SunscritionSM Payments that would have been payable by you during the Default Replacement Period absent the Event of Default.
 - v. At the end of the Default Replacement Period, we will determine the Cover Cost Amount and other default-related amounts owing by you and provide you with written notice of same. These amounts will become due and payable immediately by you upon your receipt of this notice.

- vi. You will be responsible for reimbursing us for any costs we reasonably incurred in attempting to identify an Eligible Transferee and in the execution of related documentation.
 - vii. Upon termination of this Agreement, we shall have no further obligations to you hereunder.
- (b) With respect to an Event of Default by US Solar:
- i. Prior to the Project COD, you may terminate this Agreement at any time by notifying us in writing.
 - ii. After the Project COD, you may terminate this Agreement only if our default results in your CS Allocation not producing any Subscribed Energy for one hundred eighty (180) consecutive calendar days or more.
 - iii. Upon termination, you shall have no further obligation to us except for obligations arising or accruing prior to termination.

10.5 No Consequential Damages. No Party shall be liable to the other Party for any indirect, special, punitive, exemplary, incidental, or consequential damages, whether arising in contract, tort, under statute, or in equity, and each Party waives its rights to any such damages. In no event will the Cover Cost Amount constitute, or be deemed to constitute, indirect, special, punitive, exemplary, incidental, or consequential damages.

10.6 No Warranty; Exclusive Remedies; Limitation of Liability. NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. The remedies set forth in this Agreement shall be the Parties' sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise. Notwithstanding anything to the contrary herein, US Solar's total liability under this Agreement will in no event exceed the aggregate of all payments made by Project Subscriber hereunder during the preceding twenty-four month period in which the initial claim arose.

10.7 Involuntary Transfers. Upon transfer of title or control of the Eligible Address or your CS Allocation, or portion thereof, due to bankruptcy, foreclosure or operation of law for other reasons, you or the transferee must notify US Solar immediately. During any period of time in which a trustee, receiver, or creditor is in possession of the Eligible Address and assumes responsibility as the Utility account holder at the Eligible Address, such transferee shall be deemed to have succeeded to your rights and obligations under

this Agreement at the Eligible Address during the period of its possession. Upon the transfer of title to the property at the Eligible Address and the CS Allocation to a creditor or other third party, the transferee shall notify US Solar of the transfer. If the transferee(s) meet all relevant Sunsubscription Eligibility Requirements, the transfer shall be treated as a sale or transfer of the CS Allocation to such transferees upon completion of the conditions set forth in Section 6.2. If the transferee does not meet the transfer conditions, then the transferee(s) shall be required immediately to sell or transfer the CS Allocation or applicable portion to an eligible buyer in accordance with Section 6.2.

ARTICLE 11 MISCELLANEOUS

11.1 Notices.

- (a) Notices, or other documents required or permitted by this Agreement must be given by personal delivery, reputable overnight courier, email, or U.S. certified mail postage prepaid and shall be sent to the respective parties at the address listed on the first page of this Agreement. Notice shall be deemed delivered (i) the day of delivery, if delivered by hand during the receiving Party's regular business hours or by e-mail before or during the receiving Party's regular business hours, (ii) upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier, and (iii) on the fourth business day after deposit in the U.S. mail if sent by certified mail. Any Party may change the address for notice by notice to the other Party.

- (b) If we assign, sell, or transfer this Agreement to another party, we will notify you of any change to the address or phone number for questions or complaints;

11.2 **Force Majeure.** If US Solar's performance of this Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of "Force Majeure" (as defined in the Program Agreements), upon giving notice to Subscriber, US Solar shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. US Solar shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed.

11.3 **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or liability to, any person not a Party to this Agreement. Excepting the rights of Financing Parties and assignees expressly provided for herein, no provision of this Agreement is intended to nor shall it in any way provide any rights to any third party or inure to the benefit of any third party so

as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a Party to this Agreement.

11.4 Entire Agreement; Amendments. It is mutually understood and agreed that this Agreement, and the Exhibits attached hereto, constitutes the entire agreement between Project Subscriber and US Solar and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representations or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. Except as provided in Exhibit D, this Agreement may not be amended except in a writing executed by both parties. Upon your request, we agree to amend Exhibit G at any time following the Project COD in order to remove any Eligible Addresses and Account numbers to which a portion of Estimate of Subscribed Energy has not been allocated. In addition to the foregoing, the Parties agree that, if Project Subscriber has designated an authorized person(s) in writing for such purpose, we may, upon written request by such authorized person(s) (email being sufficient), update Exhibit G of this Agreement to add or delete accounts and meters in accordance with Project Subscriber's request and without the need for an amendment executed by both Parties; provided that any such addition or deletion shall be memorialized in writing and delivered to Project Subscriber and the addition or deletion of accounts and meters does not reduce the overall kW allocated to Project Subscriber's meters and accounts.

11.5 Governing Law. This Agreement is made in Illinois and shall be governed by the laws of the State of Illinois.

11.6 References to Program Documents. This Agreement contains summaries of, and makes reference to, certain provisions of the Program Agreements and Program Rules. While we believe these summaries and references to be accurate and fair, any conflict between such summaries and references shall be resolved in favor of the relevant provisions contained in the Program Agreements and Program Rules. You are urged to review these documents.

11.7 Waiver. Neither Party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

11.8 Relationship of Parties. The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between the Parties or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. US Solar and Project Subscriber shall not have any right, power, or authority to enter into any agreement or

undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

11.9 Severability. Should any provision of this Agreement be or become void, illegal or unenforceable, the validity or enforceability of the other provisions of the Agreement shall not be affected and shall continue in full force. The Parties will, however, use commercially reasonable efforts to agree on the replacement of the void, illegal or unenforceable provisions with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and the Agreement as a whole.

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

11.11 Signatures. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes.

(SIGNATURE PAGES TO FOLLOW)

City of Oregon

United States Solar Services LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

DEFINITIONS

1. **AAEC.** For each of the Eligible Addresses and Account numbers set forth on Exhibit G, the average annual electricity consumption (net of any other distributed generation resources serving a relevant address) over the prior twenty-four (24) months.
2. **Actual Savings.** The amount of Bill Credits you received during the applicable period, less the amount of Sunsubscription Payments you paid under this Agreement during such period.
3. **Applicable Laws.** Any law, statute, rule, regulation, ordinance, order (including orders issued by the ICC or IPA), tariff, judgment, or other legally binding restriction or ruling issued by a governmental authority which is applicable to the Project, US Solar, community solar project subscribers, community solar projects or this Agreement.
4. **Alternative Retail Electric Supplier.** An entity licensed by the Illinois Commerce Commission under Article XVI of the Illinois Public Utilities Act (220 ILCS 5/16-101 et seq.) to engage in the sale of electric power and energy to retail customers via the Illinois competitive electricity supply market.
5. **Ameren.** Ameren Illinois Company, or any successor thereto.
6. **Bill Credit.** A dollar amount paid by the Utility as a credit on the Project Subscriber's retail electrical bill to compensate the Project Subscriber for the photovoltaic electricity produced by the Project Subscriber's CS Allocation and delivered by the Project to the Utility.
7. **Bill Credit Rate.** A dollar amount per kilowatt-hour equal to the Utility's Total Price to Compare for the applicable Production Month, as established by the Utility Bill Credit Tariff.
8. **Cancellation Event.** One or more event described in Section 10.1(a)-(b).
9. **ComEd.** Commonwealth Edison Company, or any successor thereto.
10. **Community Solar Garden Tariff.** The appropriate, and applicable community solar garden tariff, published by the appropriate Utility supplying electricity to your account/premises.
11. **Cover Cost Amount.**

- a. With respect to an Event of Default by you, the positive difference, if any, of:
 - i. the net present value (using a discount rate of 4%) of the Projected Subscriber Payments by you over the Term post default, had this Agreement remained unchanged with respect to your entire CS Allocation for the entire Term (plus any other amounts previously accrued and owed by you); minus
 - ii. the net present value (using a discount rate of 4%) of the projected payments to be made by an Eligible Transferee (or, as applicable, by the Utility under the Unsubscribed Energy Tariff for the portion of your CS Allocation not transferred) with respect to the entire CS Allocation over the remaining Term.
- b. With respect to a Covered Cancellation Event pursuant to Sections 10.1(a)(ii) or (iv) or 10.1(b)(i) or (ii), the positive difference, if any, of:
 - i. the net present value (using a discount rate of 4%) of the Projected Subscriber Payments by you over the Term post-cancellation with respect to the cancelled portion of your CS Allocation, had this Agreement remained unchanged for the entire Term (plus any other amounts previously accrued and owed by you); minus
 - ii. the net present value (using a discount rate of 4%) of the projected payments to be made by an Eligible Transferee (or, as applicable, by the Utility for the Unsubscribed Energy Tariff associated with the portion of your CS Allocation not transferred) with respect to the cancelled portion of your CS Allocation over the remaining Term.
- c. With respect to a Covered Cancellation Event pursuant to Section 10.1(a)(iii), an amount equal to your Actual Savings for the twenty-four (24) month period occurring immediately prior to the date you delivered your cancellation notice pursuant to Section 10.1(a)(iii).
- d. With respect to a Covered Cancellation Event pursuant to Section 10.1(a)(v), an amount equal to your Actual Savings for the forty-eight (48) month period occurring immediately prior to the date you delivered your cancellation notice pursuant to Section 10.1(a)(v).

12. Eligible Address. A subscriber's Utility service address that receives electrical service from the Utility.

13. Eligible Transferee. A person or entity who meets the Subscription Eligibility Requirements and meets the conditions set forth in Section 6.2(a)-(f).

14. **Estimate of Subscribed Energy.** The amount of kWhs for each Production Year Range set forth in Exhibit D.
15. **Financing Party.** A person or persons providing construction or permanent financing in connection with construction, ownership, operation and maintenance of the Project, or if applicable, any person to whom the ownership interest in the Project has been transferred, subject to a leaseback of the Project from such person.
16. **Illinois Commerce Commission (ICC).** The State agency primarily charged with regulating public utilities in Illinois, as well as approving aspects of the Illinois Shines program. The ICC can be contacted at 1-800-524-0795 (Consumer Services Division) or www.icc.illinois.gov/about/contact-us.
17. **Illinois Power Agency (IPA).** The State agency primarily charged with administering the procurement of renewable energy resources to meet Illinois' renewable energy portfolio standard, in addition to procuring electric power supply for eligible retail customers of electric utilities and other responsibilities. The IPA can be contacted at (877)783-1820, admin@illinoisshines.com or <https://illinoisshines.com/consumer-complaint-center/>.
18. **Illinois Shines (aka Adjustable Block Program).** A program established under Illinois Public Act 99-0906 to facilitate the development of new community solar and distributed photovoltaic generation in Illinois.
19. **Interconnection Agreement.** An agreement with the Utility to interconnect the Project to the Utility's distribution system.
20. **JAMS.** JAMS, formerly known as Judicial Arbitration and Mediation Services, Inc.
21. **Program Administrator.** The IPA's designee responsible for running day to day operations of the Adjustable Block Program. As of the Effective Date, Energy Solutions is the designated Program Administrator.
22. **Program Agreements.** The Interconnection Agreement and Renewable Energy Credit agreement associated with the Project.
23. **Program Rules.** The Adjustable Block Program guidebook, Utility Bill Credit Tariff, Unsubscribed Energy Tariff, requirements for approved vendors, marketing guidelines issued by the IPA, and program related documents provided by the Utility.
24. **Production Month.** The calendar month during which Subscribed Energy is produced by the Project and delivered to the Utility.

25. **Production Year.** Each period of twelve consecutive months during the Term, with the first Production Year commencing on the Project COD and each subsequent Production Year commencing on the applicable anniversary of the Project COD.
26. **Project COD.** The Project's initial date of commercial operation.
27. **Projected Subscriber Payments.** For each year of the remaining Term of this Agreement, the product of (1) the Sunsubscription Rate for such year and (2) the Estimate of Subscribed Energy for such year.
28. **Renewable Energy Credit.** The environmental attributes represented by 1 MWh of electricity generated by a renewable generator.
29. **Small Subscriber.** A commercial customer with a subscription sized below 25 kW_{ac}.
30. **Subscribed Energy.** The electricity generated by the Project attributable to your CS Allocation and delivered to the Utility on or after Project COD.
31. **SunsubscriptionSM Dashboard.** A web-based portal showing the production and other relevant information for your project.
32. **SunsubscriptionSM Rate.** A dollar amount per kilowatt-hour with respect to the Subscribed Energy produced by Project Subscriber's CS Allocation, as set forth in Section 1.5(a), used for determining Project Subscriber's SunsubscriptionSM Payments.
33. **Taxes.** Any federal, state, or local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, or transaction tax, other taxes, regulatory fees, surcharges, or other similar charges, but does not include any income taxes imposed on US Solar for payments made by you and received by us under this Agreement.
34. **Total Price to Compare.** The rate or rates published by the Illinois Commerce Commission for energy supply for eligible customers receiving supply service from the electric utility, and shall include energy, capacity, transmission, and the purchased energy adjustment.
35. **Unsubscribed Energy Tariff.** The tariff setting forth the compensation rate for unsubscribed energy, ComEd "Rider POG" or Ameren "Rider QF", as applicable, as amended or updated and any successor thereto.
36. **Utility.** The default electricity provider for the Project Subscriber's service address, ComEd or Ameren, as applicable.

37. **Utility Bill Credit Tariff.** The tariff setting forth the bill credit for each customer class, ComEd “Rider POGCS” or Ameren “Rider NMCS as amended or updated and any successor thereto. See Exhibit E, below.
38. **Utility’s Rate Tariff.** ComEd’s “Schedule of Rates for Electric Service”, as amended or updated and any successor thereto, which, as of the Effective Date, is available at <https://www.comed.com/SiteCollectionDocuments/MyAccount/MyBillUsage/CurrentRates/Ratebook.pdf> Ameren’s “Electric Service Schedule”, as amended or updated and any successor thereto, which, as of the Effective Date, is available at <https://www.ameren.com>

EXHIBIT B
PROJECT SITE

Project Name	Project Location	Utility
USS Ducks Solar LLC	1067 W. Oregon Trail Rd. 61061	ComEd

EXHIBIT C

RESERVED

EXHIBIT D

PRODUCTION ESTIMATE

The 20-year production estimate as of the date this Exhibit was delivered for USS Ducks Solar LLC is set forth below (assuming an annual degradation of 0.5%). This production estimate of production is determined using PVsyst, an industry standard solar production modeling tool, using publicly available historical data for solar resources at the site of the Project, the manufacturer’s specifications for production capability of the solar modules, and a reduction for estimated losses for Project usage and conversion, transmission, and transformation of the electricity generated by the Project. This estimate is based on information available to us at the time and is not a guarantee. US Solar shall have the right to unilaterally amend this Exhibit D from time to time by delivering a revised Exhibit D to Project Subscriber, which updates will amend the Project Production Estimates and the Estimate of Subscribed Energy based on then current Project specifications.

Year	Project Production Estimate (kWh)	Estimate of Subscribed Energy (kWh)
1	12,042,789	60,432
2	11,982,575	60,130
3	11,922,662	59,829
4	11,863,049	59,530
5	11,803,734	59,232
6	11,744,715	58,936
7	11,685,991	58,642
8	11,627,561	58,348
9	11,569,424	58,057
10	11,511,576	57,766
11	11,454,019	57,477
12	11,396,749	57,190
13	11,339,765	56,904
14	11,283,066	56,620
15	11,226,651	56,337
16	11,170,517	56,055
17	11,114,665	55,775
18	11,059,091	55,496
19	11,003,796	55,218
20	10,948,777	54,942

Date Exhibit was delivered: Effective Date

EXHIBIT E

UTILITY BILL CREDIT TARIFF

ComEd's Bill Credit Tariff can be found at:

ComEd Rider POGCS:

<https://www.comed.com/SiteCollectionDocuments/MyAccount/MyBillUsage/CurrentRates/Ratebook.pdf>

Sheet No. 344

Ameren's Bill Credit Tariff can be found at:

Ameren Rider NMCS:

<https://www.ameren.com/-/media/rates/files/illinois/aiel30rdnmcs.ashx>

EXHIBIT F

STANDARD DISCLOSURE FORM FOR PROJECT

[Attach project-specific PDF]

EXHIBIT G

PROJECT SUBSCRIBER DATA
(as provided by Project Subscriber as of the Effective Date)

Project Subscriber (name as shown on Utility account)

Table A	Subscriptions Less than 25kWac				
Utility Service Address (Eligible Address)	Utility Account Number	Electric Choice ID	Meter #	Average Annual Electrical Consumption (AAEC)(kWh)	Subscription Size (kWh)
13 S Gale Rd	6369112222	6368005185	997729389	383870	60432
TOTAL				383,870	60,432



US Solar Floating Commercial SunsubscriptionSM Agreement

This Floating Commercial SunsubscriptionSM Agreement (this “**Agreement**”) is entered into by and between United States Solar Services LLC (together with its successors and assignees, “**US Solar**” or “we”) and the subscriber described below (together with any permitted transferees, “**Project Subscriber**” or “you”) (each a “**Party**” and collectively the “**Parties**”) and is effective as of the date signed by the Parties (the “**Effective Date**”).

Project Subscriber:	City of Oregon	US SolarSM:	
Name and Address	Name: City of Oregon Address: 115 N 3 rd Street Oregon, IL 61061 Attn: Darin DeHaan City Manager	Name and Address	United States Solar Services LLC 100 N 6 th Street, Suite 410B Minneapolis, MN 55403 Attention: IL CS Notices
Phone	815-732-6321	Phone	(612) 260-2230
E-mail	ddehaan@cityoforegon.org	E-mail	info@us-solar.com
Utility & Project	ComEd, USS Lyndon Solar LLC	Approved Vendor:	Equity Solar Illinois LLC
Eligible Address and Account Numbers	See Exhibit G		
Community Solar Allocation	An amount of solar generating capacity (kW) expected to produce approximately up to 62,782 kWh in year one, the Estimate of Subscribed Energy (kWh), which will be allocated among your Eligible Addresses and Account numbers set forth on Exhibit G. As of the Effective Date, the amount of Subscribed Energy estimated for each Eligible Address and Account number is equal to up to approximately 100% of the AAEC for each such Eligible Address and Account number. Project Subscriber’s AAEC for all of the Eligible Addresses and Account numbers set forth in Exhibit G is equal to approximately 383,870 kWh.		

This Agreement sets forth the terms and conditions of your subscription to the community solar garden described in **Exhibit B** (“**Project**”) and installed at the project site described in **Exhibit B** (“**Project Site**”).

The exhibits listed below are incorporated by reference and made part of this Agreement.

Exhibit A Definitions

Exhibit B Project, Project Site

Exhibit C (Reserved)

Exhibit D Production Estimate

Exhibit E Utility Bill Credit Tariff

Exhibit F Standard Disclosure Form for Project

Exhibit G Project Subscriber Data

ARTICLE 1 SUBSCRIPTION

1.1 Subscribing to Project Capacity. You are subscribing to the Community Solar Allocation (“**CS Allocation**”) identified for the Project on the front page of this Agreement on the terms and conditions set forth herein. For purposes hereof, each Eligible Address and Account number is its own subscription for purposes of the Program Rules.

1.2 Bill Credit Value. (a) As more fully detailed in the Utility Bill Credit Tariff, and subject to the terms and conditions of this Agreement, as long as you and each relevant account remain eligible under this Agreement, your CS Allocation entitles you to receive a Bill Credit against your monthly retail electrical bill equal to the product of (i) the amount of your Subscribed Energy for each Production Month, and (ii) your applicable Bill Credit Rate. Bill Credits are the dollar amounts paid by the Utility to you as a credit on your retail electric bill to compensate you for your beneficial share of the solar electricity produced by your CS Allocation and delivered to the Utility from the Project.

(b) We make no representation or warranty as to the likelihood that any Bill Credits will create any specific amount of economic benefit at any time or over any period of time or over the Term of this Agreement as a whole, or that the Bill Credits will create a positive economic benefit to you. The estimate of potential benefits contained herein are based on a number of assumptions about estimated Subscribed Energy, Bill Credit Rates, Applicable Laws currently in place, the Utility’s retail electrical rates, your decision to receive your electric bill from an alternative retail electric supplier (or ARES), and a number of other factors beyond the control of US Solar. Any estimate by US Solar herein or elsewhere given to Project Subscriber as to any expected benefit to Project Subscriber from the Bill Credits at any time or over any period of time is purely an estimate based on the information available to US Solar and related assumptions at the time and is not a guarantee that any positive economic benefit will accrue to Project Subscriber from the Bill Credits or that any specific amount of benefits will accrue to Project Subscriber at any time, or over any period of time, or over the Term of the Agreement.

1.3 Bill Credit Rate. The Bill Credit Rate that you will receive is found in the Utility Bill Credit Tariff (as defined in **Exhibit A**) and may be recalculated from time to time by the Utility. Bill Credits are provided by the Utility regardless of your choice to receive services from an ARES instead of from your Utility; however, your choice to receive your electric bill through an ARES could impact your savings. See section 3.7.

1.4 Subscribed Energy. The estimated amount of Subscribed Energy produced by your CS Allocation is set forth in **Exhibit D**. Please note that we make no representation or warranty as to the likelihood that the Project will generate any specific amount of electricity or sufficient electricity so as to create any specific or minimum Bill

Credits to Project Subscriber during any period of time or over the Term of the Agreement as a whole. The production estimate described in Exhibit D is based on a number of assumptions about final Project specifications, expected solar insolation at the Project Site, and performance of the modules and other Project equipment, the accuracy of production estimating software and other factors affecting possible production which are not within the control of US Solar. Circumstances experienced at the Project will deviate from historical data and other assumptions and projections. The actual production of energy of electricity by the Project and delivery of energy, including Subscribed Energy, by the Project is also subject to lack or overabundance of sunlight, other adverse weather, equipment failures, curtailments or outages by the Utility, Force Majeure events (as defined in the Program Agreements), and other events beyond the control of US Solar. The production estimate and any other estimate communicated by US Solar to Project Subscriber of expected energy production from the Project at any time or over any period of time is purely an estimate based on the information available to US Solar at the time and is not a guarantee that any such production will occur or that any particular amount of Subscribed Energy will be received by Project Subscriber at any time or over any period of time, including the Term of this Agreement.

1.5 SunscriptionSM Rate and Payments.

- (a) Your SunscriptionSM Rate for each Production Month will be equal to 85% of the Bill Credit Rate. In other words, the Sunscription RateSM is 15% less than the Bill Credit Rate.
- (b) The monthly payment amount you owe to US Solar (each, a **"SunscriptionSM Payment"**) is equal to the product of (i) your Subscribed Energy produced in a given Production Month, and (ii) your SunscriptionSM Rate.
- (c) SunscriptionSM Payments will be invoiced monthly, beginning the first month after the Project COD, and you agree to make, pursuant to payment instructions set forth in each invoice, the full monthly SunscriptionSM Payment within thirty (30) calendar days of receiving our invoice.
- (d) Interest shall accrue on overdue SunscriptionSM Payments not subject to a good-faith dispute, at rate equal to the lesser of (i) six percent (6.00%) per annum simple interest or (ii) the maximum amount allowed under Applicable Laws.

1.6 No Additional Payments. The SunscriptionSM Payments are the only payments you will be required to make to us for your CS Allocation. There are no other nonrecurring (one-time) charges or recurring (monthly, yearly) charges except as referenced in this section 1.6, and we do not have any right to compel you to pay any additional funds except in connection with Section 5.4 (Taxes) or the events described in Section 6.2 (Sale or Transfer), 10.3 (Cancellation Remedies) and Section 10.4 (Default Remedies). We do not have any right to compel you to advance or pay any additional

funds for the construction or maintenance of the Project or your CS Allocation. No security deposit is required by you under this Agreement.

1.7 Ownership Limitation. Project Subscriber is not purchasing, and US Solar is not selling or transferring to Project Subscriber:

- (a) Any ownership or lien in any specific modules or tangible component of the Project;
- (b) Any ownership or membership interests or rights in US Solar or any entity which owns or may subsequently own the Project (the “**Project Owner**”) or any financial rights or distributions associated with such ownership;
- (c) Any right to any payment by the Utility to US Solar or the Project Owner with respect to the Unsubscribed Energy Tariff;
- (d) Any right to manage, direct, control or operate the Project, US Solar or the Project Owner; or
- (e) Any RECs produced by the Project or any payment by the Utility to US Solar or the Project Owner with respect to the RECs.

1.8 Term. The term of the Agreement (“**Term**”) shall begin on the Effective Date and shall end twenty (20) years after the Project COD unless otherwise provided for in this Agreement.

ARTICLE 2 PROGRAM RULES AND AGREEMENTS

2.1 Program Rules and Agreements. With respect to the Project, US Solar or the Project Owner will enter into Illinois Shines’ standard Program Agreements with the Utility, and be bound by the Program Rules. Among other things, these Program Rules and Program Agreements provide for the following:

- (a) US Solar acting as the Project operator;
- (b) Sale and delivery of all electricity generated by the Project to the Utility, and sale and delivery of all RECs generated by the Project to the Utility or another third party;
- (c) Allocation to subscribers by the Utility of Bill Credits in exchange for delivery by US Solar, or the Project Owner, of the electricity generated by the Project; and
- (d) US Solar ensuring the Project’s compliance with Illinois Shines’ Program Rules and our Sunsubscription Eligibility Requirements per Section 3, below.

ARTICLE 3
ELIGIBILITY, REQUIRED FORMS, AND EXCESS BILL CREDIT PURCHASE

3.1 Sunscription Eligibility Requirements. This Agreement is only available to non-residential customers of the Utility that satisfy US Solar's credit requirements and provide a valid email address for communication with US Solar.

- (a) By executing this Agreement, you represent and warrant that the following statements are true and complete, and you agree to notify us promptly if any of these statements ceases to be true:
- i. your address, account number(s), rate class and annual meter usage listed in Exhibit G are accurate and the customer name on your Utility account is identical to your name as stated on the cover page of this Agreement;
 - ii. you have disclosed and will disclose to us the existence of any on-site generation or other community solar subscription serving your Eligible Address.
- (b) To confirm your eligibility, you must also complete the Required Documentation described in Section 3.3 below.
- (c) All conditions and the continued accuracy of your representations and warranties in this Section 3.1 together constitute the requirements of your participation as a subscriber in the Project ("**Sunscription Eligibility Requirements**"). Your failure to maintain eligibility may result in the Utility not allocating you Bill Credits and/or cancellation per Section 10.1(b)(i).

3.2 Eligibility Data. You acknowledge that the account data contained in **Exhibit G** is complete and accurate and that US Solar may use the data for purposes of confirming your conformance with the Sunscription Eligibility Requirements. You agree to provide US Solar and the Project Owner with any additional information we request to determine, verify, or confirm your eligibility at any time during the Term.

3.3 Required Documentation. In addition to your execution of this Agreement, you must execute additional relevant documents ("**Required Documentation**") upon our request, including:

- i. a Standard Disclosure Form that is specific to you and the Project, which the Program Rules establish as a prerequisite for entering this Agreement. See **Exhibit F** for a copy of the Project's Standard Disclosure Form; and
- ii. any other document reasonably required by the Utility or Program Administrator to effectuate your subscription and maintain compliance with the Program Rules.

You also agree to provide us with any additional information we request to determine, verify, or confirm your eligibility at any time during the Term, and you authorize us to use such information to assist us in confirming your eligibility.

3.4 Authorization to Access Data. You authorize US Solar and the Project Owner to use all eligibility data set forth in **Exhibit G**, and to access and use your energy usage data and electric Utility bills for each Eligible Address for the most recent twenty-four (24) months for the purpose of complying with Program Rules and performing under this Agreement. You authorize US Solar and the Project Owner to receive the following information from the Utility, which is applied to your monthly bill during the term of the subscription: (i) your Bill Credit Rate, (ii) total kWh, and (iii) total monetary credit value.

3.5 Authorization to Allocate Subscription. You authorize US Solar and the Project Owner to allocate your Utility account to the CS Project, and to switch your electric account to billing under the applicable “**Community Solar Garden Tariff**” as permitted by the Program Rules.

3.6 Credit Information. Subject to the confidentiality and privacy provisions of Section 8.1, you agree to provide US Solar with information reasonably necessary for US Solar, the Project Owner, or its Financing Parties to confirm your creditworthiness.

3.7 Excess Bill Credit Purchase. As per the Program Rules, any excess Bill Credits (i.e., Bill Credits in a billing period that exceed the amount you owe the Utility for your electricity supply charge in that period) will be carried forward and credited against all charges by the Utility indefinitely until and unless you terminate utility service, after which any remaining Bill Credits that were carried forward will be cancelled.

Please note: if you opt to receive your electric bill from a method other than Utility Consolidated Billing (UCB), your bill credits may not be applicable to your full electric bill. Therefore, we strongly encourage you to review the value of your Bill Credits versus the costs of your other electric charges before changing your billing method. In any case, you acknowledge and agree that your obligation to make your Subscriber Payments is independent of the amount of your Bill Credits and applies whether you receive electricity supply from an ARES or change billing methods.

ARTICLE 4 US SOLAR RESPONSIBILITIES

4.1 Design and Implementation. We agree to develop, design, finance and construct the Project, including, but not limited to, site acquisition, the filing of interconnection applications and procurement of an Interconnection Agreement with the Utility, the selection and procurement of Project components, and the installation and testing of all Project components.

4.2 Eligibility Compliance. US Solar is responsible for confirming compliance with the Program's eligibility requirements, including verification of the eligibility information you have provided to US Solar.

4.3 Outages. If the Project is out of service for more than three (3) consecutive business days (an "Outage") or such longer period as may be permitted by the Program Rules, we will inform you of such Outage either via email, access to the Subscription Dashboard (if applicable) or another reasonably accessible communications method. Such communication will include any information required by the Program Rules.

ARTICLE 5 FURTHER INFORMATION

5.1 Unsubscribed Energy. Unsubscribed energy will be purchased by the Utility from the Project Owner in accordance with the Unsubscribed Energy Tariff and Applicable Laws.

5.2 Project Insurance, and Long-Term Maintenance Plan. Prior to Project COD, US Solar or another appropriate third party will procure, and for the Term will maintain, insurance coverages of a type and an amount that is standard in the solar industry for projects of similar size and design.

Prior to Project COD, US Solar or other appropriate third party will prepare a long-term maintenance plan, and for the useful life of the Project, that will be substantially consistent with long-term maintenance plans standard in the solar industry for projects of similar size and design.

5.3 Other Agreements and Documents.

- (a) Upon your request we will provide the following when and as available:
 - i. Certificate(s) of insurance; and
 - ii. Long-term maintenance plan.
- (b) We will provide you with any other information that you may request, or that we may be required to deliver, under the Program Rules or the Utility Bill Credit Tariff.
- (c) You agree to sign an acknowledgment of receipt of any such materials.

5.4 Taxes. You recognize that neither we nor the Utility makes any representations or warranties concerning the taxable consequences, if any, to you with

respect to your Bill Credits, your SunsubscriptionSM Payments, or your participation in the Project. You are responsible to either pay or reimburse us for any and all Taxes assessed on the generation, sale, delivery, or consumption of your Subscribed Energy or your Bill Credits.

5.5 Securities Laws. Neither we nor the Utility makes any representations or warranties concerning the implication of any federal or state securities laws with respect to this Agreement or your CS Allocation. Neither this Agreement nor your CS Allocation has been registered under the Securities Act of 1933, as amended, or any state securities laws. Neither US Solar nor the Project Subscriber believes this Agreement or the CS Allocation constitutes a security governed by such laws. Project Subscriber represents and agrees that (i) it is not entering into this Agreement or acquiring the Bill Credits for the purpose of making a market in such interests or trading them on any securities market or equivalent thereof which might fall within the scope of such laws; and (ii) it is not relying on the advice or due diligence efforts of US Solar in entering into this Agreement. You are urged to seek your own professional advice on these matters.

ARTICLE 6 TRANSFERABILITY

6.1 General. This Agreement and your Bill Credits are your personal property. Your ability to continue to receive Bill Credits is dependent upon your continuing compliance with the Sunsubscription Eligibility Requirements and your payment of the SunsubscriptionSM Payments. This Agreement and your right to receive Bill Credits are transferable only as set forth below. This Agreement and your right to receive Bill Credits are not transferable by you, whether voluntarily or by operation of law, at any time when you are in default under this Agreement, unless approved by US Solar.

6.2 Sale or Transfer to Other Eligible Subscribers. You may not sell or transfer this Agreement, or any portion of your CS Allocation to any person or entity without US Solar's prior written consent (not to be unreasonably withheld, conditioned or delayed). It being expressly understood and agreed that any sale or transfer by you to any person or entity who, at the time of the sale or transfer [(x) meets the Sunsubscription Eligibility Requirements and credit requirements for the Project. Any amounts you collect from a transferee in respect of your transfer of this Agreement, or any portion of your CS Allocation, belongs to you. Neither US Solar nor the Project Owner will have any claim or right to any such amounts you may receive.

Without limitation to the foregoing, your sale or transfer of your CS Allocation for the Project is expressly conditioned upon:

- (a) US Solar receiving at least ninety (90) calendar days' prior written notice identifying the prospective purchaser or transferee, providing the physical address at which it takes electric service from the Utility, the Utility account number and all other information needed to determine its eligibility to be a

subscriber, as well as any other subscriptions in the Project or other community solar projects held by the proposed transferee, and any solar facility owned or leased by the proposed transferee at the address associated with the proposed transfer;

- (b) Receipt by US Solar of authorizations from the proposed transferee needed to access their Utility account data, and receipt by US Solar of usage data at the proposed transferee's address needed to calculate its historic electrical usage;
- (c) Determination by US Solar that the proposed transferee meets the Sunsubscription Eligibility Requirements;
- (d) Determination by US Solar that the proposed transferee is eligible to be a Subscriber in the relevant Project and that its participation as a Subscriber will not cause the Project to fail any Eligibility Requirement or otherwise fail to comply with any Applicable Laws or contractual obligations to the Utility. For the avoidance of doubt, the proposed transferee must qualify as a Small Subscriber if the capacity that is being transferred was originally allocated to a Small Subscriber;
- (e) The proposed transferee's (i) express written assumption of this Agreement or execution and delivery of a new subscription agreement with US Solar as to the CS Allocation on the same terms and conditions as this Agreement, including the cure of any prior defaults arising under this Agreement; and (ii) execution of a Standard Disclosure Form or any other document reasonably required by US Solar, the Program Administrator, or the Utility to effectuate the transfer and to maintain compliance with the Program Rules; and
- (f) The proposed transferee meeting our credit requirements.

US Solar shall notify the Utility of any such transfer so that the Utility may change the applicable subscriber benefits to apply to the transferee's retail Utility electric account.

6.3 Relocation/Sale of Eligible Address.

- (a) If during the Term you move from an Eligible Address and are no longer the Utility account-holder at that address, you may transfer all or part of your CS Allocation to another Eligible Address of yours (new or existing) conditioned on the following:
 - i. You provide us with at least one hundred and twenty (120) calendar days' notice of such transfer; and
 - ii. We determine that the new address, including the prior electrical usage at that address, will allow for the transferred CS Allocation to continue to meet the Sunsubscription Eligibility Requirements.

- (b) If during the Term you move from or sell an Eligible Address and are no longer the Utility account-holder at that address, and you are not relocating to a new Eligible Address or do not have sufficient subscription capacity at another Eligible Address, before moving you must either:
 - i. Sell or transfer the relevant portion of your CS Allocation in accordance with Section 6.2. If requested by you, we will use commercially reasonable efforts for up to one hundred eighty (180) calendar days to assist you in this process; or
 - ii. Cancel the relevant portion of your CS Allocation pursuant to Section 10.1 (a)(ii) or (iii) below.
- (c) You are obligated to maintain compliance with the Subscription Eligibility Requirements and to notify us if you plan to be out of compliance. You acknowledge that your failure to maintain compliance with the Subscription Eligibility Requirements may result in the Utility not paying you Bill Credits and our cancellation of the relevant CS Allocation.
- (d) This Agreement confers to us no right to interfere with, or require our consent to, your sale or transfer of your real property.

6.4 Reallocation. Notwithstanding anything to the contrary herein or in any other agreement, US Solar reserves the right, at its option and in its sole discretion, to assign all or a portion of your CS Allocation among one or more systems that meet and satisfy the Program eligibility requirements and from which you are eligible to receive all or such portion of CS Allocation in accordance with the Program. In the event that US Solar re-allocates all or a portion of your CS Allocation to a different project, the Parties agree to modify any terms of this Agreement as necessary to effectuate or reflect the details of such assignment(s), including, without limitation, such modifications to Exhibit B to reflect the new Project. US Solar will provide you with reasonable notice of any such assignment and re-allocation. To effectuate such assignment and re-allocation, US Solar will provide you with revised copies of Exhibit B and Exhibit D, as applicable. Upon receipt of such revised Exhibits, the Agreement will be deemed to incorporate such revised Exhibits without further action by the Parties.

ARTICLE 7 ASSIGNMENTS; FINANCING

7.1 Assignment. We may, without your prior consent, in whole or in part, (i) assign, mortgage, pledge or otherwise collaterally assign our interests in this Agreement and the Project to any Financing Party, (ii) directly or indirectly assign this Agreement and the Project to the Project Owner, an affiliate or subsidiary of ours or any third party acquiring the Project or the Project Owner, (iii) assign this Agreement and the Project to any entity through which we are obtaining financing or capital for the Project, and (iv) assign this Agreement and the Project to any person succeeding to all or substantially all of our assets. In the event of any such assignment (other than a collateral assignment),

we shall be released from all our liabilities and other obligations under this Agreement (only upon assumption of our obligations hereunder by the assignee). However, any assignment of our rights and/or obligations under this Agreement shall not result in any change to your rights and obligations under this Agreement. For the avoidance of doubt, any subsequent assignee of US Solar may assign its interest at any time, and without your consent, to another person or another Financing Party in accordance with the terms of this Agreement. If the Financing Party or its successor becomes the owner of our interest by foreclosure or otherwise, it may sell or transfer that interest to any third party without your consent.

7.2 Changes. You acknowledge that we may obtain construction and long-term financing from one or more Financing Parties. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with any assignment by us (or the Financing Parties, as described herein), you agree to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Financing Parties.

7.3 Notice and Opportunity to Cure. You may not terminate or suspend your performance due to our Event of Default unless you have given the Financing Parties prior written notice of your intent to so terminate or suspend this Agreement. In your notice you will describe the circumstances giving rise to our default and provide the Financing Parties with the opportunity to cure the default within thirty (30) calendar days after receipt of such notice or any longer period provided for in this Agreement. If our default reasonably cannot be cured by the Financing Parties within the period provided and the Financing Parties commence and pursue to cure of such default within that period, the period for cure will be extended for a reasonable period of time under the circumstances, but not to exceed an additional sixty (60) days. The Parties' respective obligations under this Agreement will otherwise remain in effect during the cure period. If the Financing Parties or an assignee (including any buyer or transferee) acquires title to or control of our assets and within the applicable time periods cures all defaults under this Agreement existing as of the date of such change in control in the manner required by this Agreement and which are capable of cure by a third party or entity, then such Financing Parties or third party transferee will no longer be in default under this Agreement, and this Agreement will continue in full force and effect.

ARTICLE 8 PRIVACY; CONFIDENTIALITY; PUBLICITY

8.1 Subscriber Data. US Solar will not disclose your Utility account information, energy usage data, Bill Credits, or any other personal information (collectively, "**Project Subscriber Data**") to any person except to (i) the Utility, to the extent required by Applicable Laws for the purpose of maintaining the Project, your eligibility to subscribe to the Project, and your CS Allocation and Bill Credits; (ii) accountants or attorneys of US

Solar to the extent necessary for them to render advice or perform professional services associated with the Project or this Agreement; (iii) advisors, affiliates, agents, or representatives of US Solar (including, without limitation, any third party customer management service provider) to the extent necessary for them to render advice or perform professional services associated with the Project or this Agreement, but only if such disclosure is subject to the obligation or agreement of the recipient in writing to keep such Project Subscriber Data confidential on substantially the same terms as those set forth herein; (iv) to actual or potential Financing Parties or Project Owners to confirm your eligibility; or (v) as otherwise required by Applicable Laws or pursuant to an order of a court or other governmental authority having jurisdiction over the matter. US Solar shall comply with all Applicable Laws with respect to privacy and non-disclosure of consumer or financial data. A copy of US Solar's data privacy policy shall be provided to you upon your request.

8.2 Confidential Information of US Solar. Certain information and data provided by US Solar with respect to the Project or other aspects of US Solar's business may be designated by US Solar as confidential and proprietary information (collectively, "**US Solar Data**"). You agree not to share any US Solar Data with any other Person, including, but not limited to, any other developer of community solar projects or anyone otherwise competing with US Solar, except that Project Subscriber may share such US Solar Data with (i) with Project Subscriber's accountants or attorneys for the purposes of assessing whether to enter into this Agreement and for tax filings and similar purposes, but only if such disclosure is subject to the obligation or agreement of the recipient in writing to keep such US Solar Data confidential; or (ii) as otherwise required by Applicable Laws. US Solar designates this Agreement as "US Solar Data" in this respect.

8.3 Publicity. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement or related to Project Subscriber's participation in the Project, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Notwithstanding the foregoing, the Project Subscriber agrees that US Solar can use Project Subscriber's logos in their respective marketing materials.

ARTICLE 9 DISPUTE RESOLUTION

9.1 Program Disputes.

- (a) Any dispute or question which you have with respect to the application by the Utility of the Bill Credits to your retail electric bill, in particular the applicable Bill Credit Rate that the Utility or an ARES used to determine the amount of your Bill Credits, shall be directed by you to the Utility or ARES for resolution. You may request that US Solar assist you in this respect.

You acknowledge that your obligation to make your SunsubscriptionSM Payments is independent of the amount of your Bill Credits.

- (b) Any issue or dispute identified by you with respect to the Utility's actions with respect to the Project or the Bill Credits other than as described in Section 9.1(a) shall be referred to US Solar. If the dispute or question is not resolved to the Project Subscriber's satisfaction, you have the right to refer the issue directly to the Program Administrator at admin@illinoisshines.com or 877-783-1820. If you wish to contact the Illinois Commerce Commission (the "Commission"), you may do so at the following phone number: 800-524-0795. Or you may visit the Commission website at : www.icc.illinois.gov. You also may contact the Illinois Power Agency ("IPA") at 312- 793-0263, or 866-846-5276. The IPA's website address is: <https://www2.illinois.gov/sites/ipa/Pages/default.aspx>.

9.2 Disputes between Parties.

- (a) The Parties shall attempt in good faith to resolve all disputes arising in connection with the interpretation or application of the provisions of this Agreement or in connection with the determination of any other matters arising under this Agreement by mutual agreement.
- (b) Any dispute or issue a Party may have arising from or related to this Agreement, which are not resolved by communications between Project Subscriber and US Solar representatives in person, over the phone, or electronically shall be submitted to the other Party in writing. Each Party shall assign an officer or senior management executive to address or negotiate a resolution with the other Party. The Parties agree to attempt to reach a resolution of such dispute within ten (10) calendar days or such longer period as the Parties may agree.
- (c) We shall perform any calculation called for hereunder and do so in a commercially reasonable manner and in accordance with industry accepted standards. Any dispute regarding the results of any such calculation shall be resolved by having an independent consultant having nationally recognized credentials, such as Navigant Consulting, Inc. or Leidos, Inc., perform the calculation at the disputing Party's expense. Such consultant's results shall be binding on the Parties absent manifest error.
- (d) During the pendency of any dispute hereunder, the Parties shall continue to perform their respective obligations under this Agreement.

- (e) Any dispute arising from or relating to this Agreement not resolved by the Parties under Section 9.2(a)-(b) above shall be arbitrated in Chicago, IL, or such other location in Illinois mutually agreeable to the Parties. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration.

ARTICLE 10
CANCELLATION EVENTS; EVENTS OF DEFAULT; REMEDIES

10.1 Cancellation Events.

- (a) You may cancel all or part of your CS Allocation relating to the Project to the extent that:
- i. The Project becomes ineligible to participate in Illinois Shines during the Term, and additional capacity in another project owned by US Solar or its affiliates does not exist;
 - ii. Prior to the fifth (5th) anniversary of the COD of the Project, you become aware that, due to relocation, or other material changes, your CS Allocation will no longer satisfy the Subscription Eligibility Requirements and you elect not to sell or transfer, or cannot sell or transfer on the same terms and conditions, your CS Allocation to another eligible Utility customer that meets the Subscription Eligibility Requirements;
 - iii. From and after the fifth (5th) anniversary of the COD of the Project, you become aware that, due to relocation or other material changes, your CS Allocation will no longer satisfy the applicable Eligibility Requirements and you elect not to sell or transfer, or cannot sell or transfer on the same terms and conditions, your CS Allocation to another eligible Utility customer that meets the Subscription Eligibility Requirements.
 - iv. Prior to the fifth (5th) anniversary of the COD of the Project, you elect for any other reason to cancel all or part of your CS Allocation;

To cancel under this clause (iv) you must deliver written notice to us at least 180 days prior to (but no more than 210 days prior to) the date you wish such cancellation to be effective, which notice must set forth the portion of your CS Allocation to be cancelled. During such notice period, you will continue making such SubscriptionSM Payments as would have been payable by you had no cancellation occurred.

- v. From and after the fifth (5th) anniversary of the COD of the Project, you elect for any other reason to cancel all or part of your CS Allocation;

To cancel under this clause (v) you must deliver written notice to us at least 180 days prior to (but no more than 210 days prior to) the date you wish such cancellation to be effective, which notice must set forth the portion of your CS Allocation to be cancelled. During such notice period, you will continue making such SunsubscriptionSM Payments as would have been payable by you had no cancellation occurred.

v.

- (b) We may cancel all or part of your CS Allocation relating to the Project to the extent that:
 - i. You fail to meet the Sunsubscription Eligibility Requirements (other than US Solar's credit requirements) at any time during the Term;
 - ii. Your CS Allocation is transferred by operation of law as defined in Section 10.7 to an ineligible person or entity and is not sold to an Eligible Transferee within the time provided;
 - iii. Prior to the start of Project construction, we are not able to confirm your creditworthiness;
 - iv. Prior to the start of Project construction, we determine to terminate the development of the Project; or
 - v. We elect for any other reason to cancel or terminate all or part of your CS Allocation.
- (c) Cancellation under Sections 10.1(a)(i) or 10.1(b)(iii) or (iv) will be effective upon delivery of written notice by the cancelling Party to the other Party. Cancellation under Sections 10.1(a)(ii), (iii) or 10.1(b)(i), (ii) or (v) will be effective one hundred and eighty (180) days after written notice by the cancelling Party to the other Party. During such one hundred and eighty (180) day period, you will continue making such SunsubscriptionSM Payments as would have been payable by you had no cancellation occurred. All cancellation notices shall include a description of the circumstances giving rise to the Cancellation Event and the specific portion of CS Allocation canceled.

- (d) Per the Program Rules, you may rescind this Agreement within three calendar days of signing this Agreement, by providing us with written notification of the same.

10.2 Events of Default. Each of the following events shall be an Event of Default under this Agreement:

- (a) A Party breaches any material representation or warranty or fails to perform a material obligation set forth in this Agreement and does not cure such breach or failure within thirty (30) calendar days of written notice of the breach from the non-defaulting Party.
- (b) With respect to Project Subscriber, failure to make any SunsubscriptionSM Payment when due, and failure to cure the default within ten (10) business days after written notice of such failure from US Solar.

10.3 Cancellation Remedies.

- (a) In the case of a cancellation pursuant to Sections 10.1(a)(i), or 10.1(b)(iii), (iv) or (v), you will owe nothing with respect to the amount of CS Allocation cancelled.
- (b) In the case of a cancellation pursuant to Sections 10.1(a)(ii), (iii), (iv) or (v), or 10.1(b)(i) or (ii) (each, a “**Covered Cancellation Event**”), you will be responsible for paying the Cover Cost Amount, if any, with respect to the amount of CS Allocation cancelled, subject to the following:

We will use commercially reasonable efforts for up to sixty (60) days after such cancellation (“**Cancellation Replacement Period**”) to secure one or more Eligible Transferee who will subscribe to the entire cancelled portion of your CSG Allocation at no less than your SunsubscriptionSM Rate. If we are successful, your Cover Cost Amount will be zero. To the extent during the Cancellation Replacement Period we are unsuccessful in securing one or more Eligible Transferees who will subscribe to the entire cancelled portion of your CS Allocation, the Unsubscribed Energy rate provided for in the CS Tariff will be used in lieu of a transferee SunsubscriptionSM Rate for purposes of determining the Cover Cost Amount under clause (b) of the definition of Cover Cost Amount.

- (c) At the end of the Cancellation Replacement Period, we will determine the Cover Cost Amount and other amounts owing by you and provide you

written notice of same. That amount will become due and payable by you within ten (10) business days of your receipt of this notice.

- (d) If you cancel less than all of your CS Allocation, after paying the Cover Cost Amount, your remaining SunsubscriptionSM Payments will reflect your appropriately reduced CS Allocation.
- (e) Upon cancellation of the entire CS Allocation, we may terminate this Agreement in its entirety.

10.4 Default Remedies. In the event a defaulting Party fails to cure an Event of Default within the applicable cure period, the non-defaulting Party may:

- (a) With respect to an Event of Default by Project Subscriber:
 - i. We may terminate this Agreement immediately by notifying you in writing.
 - ii. We may direct the Utility to remove you as a subscriber with respect to the Project, and you will no longer receive Bill Credits associated with the CS Allocation.
 - iii. You will owe the Cover Cost Amount (defined in Exhibit A), if any.
 - 1. We will use commercially reasonable efforts for sixty (60) calendar days after your Event of Default (“**Default Replacement Period**”) to secure one or more Eligible Transferees who will subscribe to your entire CS Allocation at no less than your SunsubscriptionSM Rate. If we are successful, your Cover Cost Amount will be zero.
 - 2. To the extent during the Default Replacement Period we are unsuccessful in securing one or more Eligible Transferees who will subscribe to your entire CS Allocation, the Unsubscribed Energy Tariff rate will be used in lieu of a transferee SunsubscriptionSM Rate for purposes of determining the Cover Cost Amount.
 - iv. You will owe an amount equal to the SunsubscriptionSM Payments that would have been payable by you during the Default Replacement Period absent the Event of Default.
 - v. At the end of the Default Replacement Period, we will determine the Cover Cost Amount and other default-related amounts owing by you and provide you with written notice of same. These amounts will become due and payable immediately by you upon your receipt of this notice.

- vi. You will be responsible for reimbursing us for any costs we reasonably incurred in attempting to identify an Eligible Transferee and in the execution of related documentation.
 - vii. Upon termination of this Agreement, we shall have no further obligations to you hereunder.
- (b) With respect to an Event of Default by US Solar:
- i. Prior to the Project COD, you may terminate this Agreement at any time by notifying us in writing.
 - ii. After the Project COD, you may terminate this Agreement only if our default results in your CS Allocation not producing any Subscribed Energy for one hundred eighty (180) consecutive calendar days or more.
 - iii. Upon termination, you shall have no further obligation to us except for obligations arising or accruing prior to termination.

10.5 No Consequential Damages. No Party shall be liable to the other Party for any indirect, special, punitive, exemplary, incidental, or consequential damages, whether arising in contract, tort, under statute, or in equity, and each Party waives its rights to any such damages. In no event will the Cover Cost Amount constitute, or be deemed to constitute, indirect, special, punitive, exemplary, incidental, or consequential damages.

10.6 No Warranty; Exclusive Remedies; Limitation of Liability. NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. The remedies set forth in this Agreement shall be the Parties' sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise. Notwithstanding anything to the contrary herein, US Solar's total liability under this Agreement will in no event exceed the aggregate of all payments made by Project Subscriber hereunder during the preceding twenty-four month period in which the initial claim arose.

10.7 Involuntary Transfers. Upon transfer of title or control of the Eligible Address or your CS Allocation, or portion thereof, due to bankruptcy, foreclosure or operation of law for other reasons, you or the transferee must notify US Solar immediately. During any period of time in which a trustee, receiver, or creditor is in possession of the Eligible Address and assumes responsibility as the Utility account holder at the Eligible Address,

such transferee shall be deemed to have succeeded to your rights and obligations under this Agreement at the Eligible Address during the period of its possession. Upon the transfer of title to the property at the Eligible Address and the CS Allocation to a creditor or other third party, the transferee shall notify US Solar of the transfer. If the transferee(s) meet all relevant Sunsubscription Eligibility Requirements, the transfer shall be treated as a sale or transfer of the CS Allocation to such transferees upon completion of the conditions set forth in Section 6.2. If the transferee does not meet the transfer conditions, then the transferee(s) shall be required immediately to sell or transfer the CS Allocation or applicable portion to an eligible buyer in accordance with Section 6.2.

ARTICLE 11 MISCELLANEOUS

11.1 Notices.

- (a) Notices, or other documents required or permitted by this Agreement must be given by personal delivery, reputable overnight courier, email, or U.S. certified mail postage prepaid and shall be sent to the respective parties at the address listed on the first page of this Agreement. Notice shall be deemed delivered (i) the day of delivery, if delivered by hand during the receiving Party's regular business hours or by e-mail before or during the receiving Party's regular business hours, (ii) upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier, and (iii) on the fourth business day after deposit in the U.S. mail if sent by certified mail. Any Party may change the address for notice by notice to the other Party.

- (b) If we assign, sell, or transfer this Agreement to another party, we will notify you of any change to the address or phone number for questions or complaints;

11.2 **Force Majeure.** If US Solar's performance of this Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of "Force Majeure" (as defined in the Program Agreements), upon giving notice to Subscriber, US Solar shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. US Solar shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed.

11.3 **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or liability to, any person not a Party to this Agreement. Excepting the rights of Financing Parties and assignees expressly provided for herein, no provision of this Agreement is intended to nor shall it in

any way provide any rights to any third party or inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a Party to this Agreement.

11.4 Entire Agreement; Amendments. It is mutually understood and agreed that this Agreement, and the Exhibits attached hereto, constitutes the entire agreement between Project Subscriber and US Solar and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representations or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. Except as provided in Exhibit D, this Agreement may not be amended except in a writing executed by both parties. Upon your request, we agree to amend Exhibit G at any time following the Project COD in order to remove any Eligible Addresses and Account numbers to which a portion of Estimate of Subscribed Energy has not been allocated. In addition to the foregoing, the Parties agree that, if Project Subscriber has designated an authorized person(s) in writing for such purpose, we may, upon written request by such authorized person(s) (email being sufficient), update Exhibit G of this Agreement to add or delete accounts and meters in accordance with Project Subscriber's request and without the need for an amendment executed by both Parties; provided that any such addition or deletion shall be memorialized in writing and delivered to Project Subscriber and the addition or deletion of accounts and meters does not reduce the overall kW allocated to Project Subscriber's meters and accounts.

11.5 Governing Law. This Agreement is made in Illinois and shall be governed by the laws of the State of Illinois.

11.6 References to Program Documents. This Agreement contains summaries of, and makes reference to, certain provisions of the Program Agreements and Program Rules. While we believe these summaries and references to be accurate and fair, any conflict between such summaries and references shall be resolved in favor of the relevant provisions contained in the Program Agreements and Program Rules. You are urged to review these documents.

11.7 Waiver. Neither Party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

11.8 Relationship of Parties. The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between the Parties or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. US Solar and Project

Subscriber shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

11.9 Severability. Should any provision of this Agreement be or become void, illegal or unenforceable, the validity or enforceability of the other provisions of the Agreement shall not be affected and shall continue in full force. The Parties will, however, use commercially reasonable efforts to agree on the replacement of the void, illegal or unenforceable provisions with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and the Agreement as a whole.

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

11.11 Signatures. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes.

(SIGNATURE PAGES TO FOLLOW)

City of Oregon

United States Solar Services LLC

Signature:

Signature:

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

DEFINITIONS

1. **AAEC.** For each of the Eligible Addresses and Account numbers set forth on Exhibit G, the average annual electricity consumption (net of any other distributed generation resources serving a relevant address) over the prior twenty-four (24) months.
2. **Actual Savings.** The amount of Bill Credits you received during the applicable period, less the amount of Sunsubscription Payments you paid under this Agreement during such period.
3. **Applicable Laws.** Any law, statute, rule, regulation, ordinance, order (including orders issued by the ICC or IPA), tariff, judgment, or other legally binding restriction or ruling issued by a governmental authority which is applicable to the Project, US Solar, community solar project subscribers, community solar projects or this Agreement.
4. **Alternative Retail Electric Supplier.** An entity licensed by the Illinois Commerce Commission under Article XVI of the Illinois Public Utilities Act (220 ILCS 5/16-101 et seq.) to engage in the sale of electric power and energy to retail customers via the Illinois competitive electricity supply market.
5. **Ameren.** Ameren Illinois Company, or any successor thereto.
6. **Bill Credit.** A dollar amount paid by the Utility as a credit on the Project Subscriber's retail electrical bill to compensate the Project Subscriber for the photovoltaic electricity produced by the Project Subscriber's CS Allocation and delivered by the Project to the Utility.
7. **Bill Credit Rate.** A dollar amount per kilowatt-hour equal to the Utility's Total Price to Compare for the applicable Production Month, as established by the Utility Bill Credit Tariff.
8. **Cancellation Event.** One or more event described in Section 10.1(a)-(b).
9. **ComEd.** Commonwealth Edison Company, or any successor thereto.
10. **Community Solar Garden Tariff.** The appropriate, and applicable community solar garden tariff, published by the appropriate Utility supplying electricity to your account/premises.
11. **Cover Cost Amount.**

- a. With respect to an Event of Default by you, the positive difference, if any, of:
 - i. the net present value (using a discount rate of 4%) of the Projected Subscriber Payments by you over the Term post default, had this Agreement remained unchanged with respect to your entire CS Allocation for the entire Term (plus any other amounts previously accrued and owed by you); minus
 - ii. the net present value (using a discount rate of 4%) of the projected payments to be made by an Eligible Transferee (or, as applicable, by the Utility under the Unsubscribed Energy Tariff for the portion of your CS Allocation not transferred) with respect to the entire CS Allocation over the remaining Term.
- b. With respect to a Covered Cancellation Event pursuant to Sections 10.1(a)(ii) or (iv) or 10.1(b)(i) or (ii), the positive difference, if any, of:
 - i. the net present value (using a discount rate of 4%) of the Projected Subscriber Payments by you over the Term post-cancellation with respect to the cancelled portion of your CS Allocation, had this Agreement remained unchanged for the entire Term (plus any other amounts previously accrued and owed by you); minus
 - ii. the net present value (using a discount rate of 4%) of the projected payments to be made by an Eligible Transferee (or, as applicable, by the Utility for the Unsubscribed Energy Tariff associated with the portion of your CS Allocation not transferred) with respect to the cancelled portion of your CS Allocation over the remaining Term.
- c. With respect to a Covered Cancellation Event pursuant to Section 10.1(a)(iii), an amount equal to your Actual Savings for the twenty-four (24) month period occurring immediately prior to the date you delivered your cancellation notice pursuant to Section 10.1(a)(iii).
- d. With respect to a Covered Cancellation Event pursuant to Section 10.1(a)(v), an amount equal to your Actual Savings for the forty-eight (48) month period occurring immediately prior to the date you delivered your cancellation notice pursuant to Section 10.1(a)(v).

12. Eligible Address. A subscriber's Utility service address that receives electrical service from the Utility.

13. Eligible Transferee. A person or entity who meets the Subscription Eligibility Requirements and meets the conditions set forth in Section 6.2(a)-(f).

14. **Estimate of Subscribed Energy.** The amount of kWhs for each Production Year Range set forth in Exhibit D.
15. **Financing Party.** A person or persons providing construction or permanent financing in connection with construction, ownership, operation and maintenance of the Project, or if applicable, any person to whom the ownership interest in the Project has been transferred, subject to a leaseback of the Project from such person.
16. **Illinois Commerce Commission (ICC).** The State agency primarily charged with regulating public utilities in Illinois, as well as approving aspects of the Illinois Shines program. The ICC can be contacted at 1-800-524-0795 (Consumer Services Division) or www.icc.illinois.gov/about/contact-us.
17. **Illinois Power Agency (IPA).** The State agency primarily charged with administering the procurement of renewable energy resources to meet Illinois' renewable energy portfolio standard, in addition to procuring electric power supply for eligible retail customers of electric utilities and other responsibilities. The IPA can be contacted at (877)783-1820, admin@illinoisshines.com or <https://illinoisshines.com/consumer-complaint-center/>.
18. **Illinois Shines (aka Adjustable Block Program).** A program established under Illinois Public Act 99-0906 to facilitate the development of new community solar and distributed photovoltaic generation in Illinois.
19. **Interconnection Agreement.** An agreement with the Utility to interconnect the Project to the Utility's distribution system.
20. **JAMS.** JAMS, formerly known as Judicial Arbitration and Mediation Services, Inc.
21. **Program Administrator.** The IPA's designee responsible for running day to day operations of the Adjustable Block Program. As of the Effective Date, Energy Solutions is the designated Program Administrator.
22. **Program Agreements.** The Interconnection Agreement and Renewable Energy Credit agreement associated with the Project.
23. **Program Rules.** The Adjustable Block Program guidebook, Utility Bill Credit Tariff, Unsubscribed Energy Tariff, requirements for approved vendors, marketing guidelines issued by the IPA, and program related documents provided by the Utility.
24. **Production Month.** The calendar month during which Subscribed Energy is produced by the Project and delivered to the Utility.

25. **Production Year.** Each period of twelve consecutive months during the Term, with the first Production Year commencing on the Project COD and each subsequent Production Year commencing on the applicable anniversary of the Project COD.
26. **Project COD.** The Project's initial date of commercial operation.
27. **Projected Subscriber Payments.** For each year of the remaining Term of this Agreement, the product of (1) the Sunsubscription Rate for such year and (2) the Estimate of Subscribed Energy for such year.
28. **Renewable Energy Credit.** The environmental attributes represented by 1 MWh of electricity generated by a renewable generator.
29. **Small Subscriber.** A commercial customer with a subscription sized below 25 kW_{ac}.
30. **Subscribed Energy.** The electricity generated by the Project attributable to your CS Allocation and delivered to the Utility on or after Project COD.
31. **SunsubscriptionSM Dashboard.** A web-based portal showing the production and other relevant information for your project.
32. **SunsubscriptionSM Rate.** A dollar amount per kilowatt-hour with respect to the Subscribed Energy produced by Project Subscriber's CS Allocation, as set forth in Section 1.5(a), used for determining Project Subscriber's SunsubscriptionSM Payments.
33. **Taxes.** Any federal, state, or local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, or transaction tax, other taxes, regulatory fees, surcharges, or other similar charges, but does not include any income taxes imposed on US Solar for payments made by you and received by us under this Agreement.
34. **Total Price to Compare.** The rate or rates published by the Illinois Commerce Commission for energy supply for eligible customers receiving supply service from the electric utility, and shall include energy, capacity, transmission, and the purchased energy adjustment.
35. **Unsubscribed Energy Tariff.** The tariff setting forth the compensation rate for unsubscribed energy, ComEd "Rider POG" or Ameren "Rider QF", as applicable, as amended or updated and any successor thereto.
36. **Utility.** The default electricity provider for the Project Subscriber's service address, ComEd or Ameren, as applicable.

37. **Utility Bill Credit Tariff.** The tariff setting forth the bill credit for each customer class, ComEd “Rider POGCS” or Ameren “Rider NMCS as amended or updated and any successor thereto. See Exhibit E, below.

38. **Utility’s Rate Tariff.** ComEd’s “Schedule of Rates for Electric Service”, as amended or updated and any successor thereto, which, as of the Effective Date, is available at <https://www.comed.com/SiteCollectionDocuments/MyAccount/MyBillUsage/CurrentRates/Ratebook.pdf> Ameren’s “Electric Service Schedule”, as amended or updated and any successor thereto, which, as of the Effective Date, is available at <https://www.ameren.com>

EXHIBIT B
PROJECT SITE

Project Name	Project Location	Utility
USS Lyndon Solar LLC	5001 Lyndon Rd IL 61277	ComEd

EXHIBIT C

RESERVED

EXHIBIT D

PRODUCTION ESTIMATE

The 20-year production estimate as of the date this Exhibit was delivered for USS Lyndon LLC is set forth below (assuming an annual degradation of 0.5%). This production estimate of production is determined using PVsyst, an industry standard solar production modeling tool, using publicly available historical data for solar resources at the site of the Project, the manufacturer’s specifications for production capability of the solar modules, and a reduction for estimated losses for Project usage and conversion, transmission, and transformation of the electricity generated by the Project. This estimate is based on information available to us at the time and is not a guarantee. US Solar shall have the right to unilaterally amend this Exhibit D from time to time by delivering a revised Exhibit D to Project Subscriber, which updates will amend the Project Production Estimates and the Estimate of Subscribed Energy based on then current Project specifications.

Year	Project Production Estimate (kWh)	Estimate of Subscribed Energy (kWh)
1	2,509,779	62,782
2	2,497,230	62,468
3	2,484,744	62,156
4	2,472,320	61,845
5	2,459,959	61,536
6	2,447,659	61,228
7	2,435,421	60,922
8	2,423,243	60,617
9	2,411,127	60,314
10	2,399,072	60,013
11	2,387,076	59,713
12	2,375,141	59,414
13	2,363,265	59,117
14	2,351,449	58,821
15	2,339,692	58,527
16	2,327,993	58,235
17	2,316,353	57,943
18	2,304,771	57,654
19	2,293,248	57,365
20	2,281,781	57,079

Date Exhibit was delivered: Effective Date

EXHIBIT E

UTILITY BILL CREDIT TARIFF

ComEd's Bill Credit Tariff can be found at:

ComEd Rider POGCS:

<https://www.comed.com/SiteCollectionDocuments/MyAccount/MyBillUsage/CurrentRates/Ratebook.pdf>

Sheet No. 344

Ameren's Bill Credit Tariff can be found at:

Ameren Rider NMCS:

<https://www.ameren.com/-/media/rates/files/illinois/aiel30rdnmcs.ashx>

EXHIBIT F

STANDARD DISCLOSURE FORM FOR PROJECT

[Attach project-specific PDF]

EXHIBIT G

PROJECT SUBSCRIBER DATA
 (as provided by Project Subscriber as of the Effective Date)

Project Subscriber (name as shown on Utility account)

Table A	Subscriptions Less than 25kWac				
Utility Service Address (Eligible Address)	Utility Account Number	Electric Choice ID	Meter #	Average Annual Electrical Consumption (AAEC)(kWh)	Subscription Size (kWh)
13 S Gale Rd	6369112222	6368005185	997729389	383870	62782
TOTAL				383,870	62,782



US Solar Floating Commercial SunscriptionSM Agreement

This Floating Commercial SunscriptionSM Agreement (this “**Agreement**”) is entered into by and between United States Solar Services LLC (together with its successors and assignees, “**US Solar**” or “we”) and the subscriber described below (together with any permitted transferees, “**Project Subscriber**” or “you”) (each a “**Party**” and collectively the “**Parties**”) and is effective as of the date signed by the Parties (the “**Effective Date**”).

Project Subscriber:	City of Oregon	US SolarSM:	
Name and Address	Name: City of Oregon Address: 115 N 3 rd Street Oregon, IL 61061 Attn: Darin DeHaan City Manager	Name and Address	United States Solar Services LLC 100 N 6 th Street, Suite 410B Minneapolis, MN 55403 Attention: IL CS Notices
Phone	815-732-6321	Phone	(612) 260-2230
E-mail	ddehaan@cityoforegon.org	E-mail	info@us-solar.com
Utility & Project	ComEd, USS Man Solar LLC	Approved Vendor:	Equity Solar Illinois LLC
Eligible Address and Account Numbers	See Exhibit G		
Community Solar Allocation	An amount of solar generating capacity (kW) expected to produce approximately up to 56,073 kWh in year one, the Estimate of Subscribed Energy (kWh), which will be allocated among your Eligible Addresses and Account numbers set forth on Exhibit G. As of the Effective Date, the amount of Subscribed Energy estimated for each Eligible Address and Account number is equal to up to approximately 100% of the AAEC for each such Eligible Address and Account number. Project Subscriber’s AAEC for all of the Eligible Addresses and Account numbers set forth in Exhibit G is equal to approximately 383,870 kWh.		

This Agreement sets forth the terms and conditions of your subscription to the community solar garden described in **Exhibit B** (“**Project**”) and installed at the project site described in **Exhibit B** (“**Project Site**”).

The exhibits listed below are incorporated by reference and made part of this Agreement.

- Exhibit A** Definitions
- Exhibit B** Project, Project Site
- Exhibit C** (Reserved)
- Exhibit D** Production Estimate
- Exhibit E** Utility Bill Credit Tariff
- Exhibit F** Standard Disclosure Form for Project
- Exhibit G** Project Subscriber Data

ARTICLE 1 SUBSCRIPTION

1.1 Subscribing to Project Capacity. You are subscribing to the Community Solar Allocation (“**CS Allocation**”) identified for the Project on the front page of this Agreement on the terms and conditions set forth herein. For purposes hereof, each Eligible Address and Account number is its own subscription for purposes of the Program Rules.

1.2 Bill Credit Value. (a) As more fully detailed in the Utility Bill Credit Tariff, and subject to the terms and conditions of this Agreement, as long as you and each relevant account remain eligible under this Agreement, your CS Allocation entitles you to receive a Bill Credit against your monthly retail electrical bill equal to the product of (i) the amount of your Subscribed Energy for each Production Month, and (ii) your applicable Bill Credit Rate. Bill Credits are the dollar amounts paid by the Utility to you as a credit on your retail electric bill to compensate you for your beneficial share of the solar electricity produced by your CS Allocation and delivered to the Utility from the Project.

(b) We make no representation or warranty as to the likelihood that any Bill Credits will create any specific amount of economic benefit at any time or over any period of time or over the Term of this Agreement as a whole, or that the Bill Credits will create a positive economic benefit to you. The estimate of potential benefits contained herein are based on a number of assumptions about estimated Subscribed Energy, Bill Credit Rates, Applicable Laws currently in place, the Utility’s retail electrical rates, your decision to receive your electric bill from an alternative retail electric supplier (or ARES), and a number of other factors beyond the control of US Solar. Any estimate by US Solar herein or elsewhere given to Project Subscriber as to any expected benefit to Project Subscriber from the Bill Credits at any time or over any period of time is purely an estimate based on the information available to US Solar and related assumptions at the time and is not a guarantee that any positive economic benefit will accrue to Project Subscriber from the Bill Credits or that any specific amount of benefits will accrue to Project Subscriber at any time, or over any period of time, or over the Term of the Agreement.

1.3 Bill Credit Rate. The Bill Credit Rate that you will receive is found in the Utility Bill Credit Tariff (as defined in **Exhibit A**) and may be recalculated from time to time by the Utility. Bill Credits are provided by the Utility regardless of your choice to receive services from an ARES instead of from your Utility; however, your choice to receive your electric bill through an ARES could impact your savings. See section 3.7.

1.4 Subscribed Energy. The estimated amount of Subscribed Energy produced by your CS Allocation is set forth in **Exhibit D**. Please note that we make no representation or warranty as to the likelihood that the Project will generate any specific amount of electricity or sufficient electricity so as to create any specific or minimum Bill

Credits to Project Subscriber during any period of time or over the Term of the Agreement as a whole. The production estimate described in Exhibit D is based on a number of assumptions about final Project specifications, expected solar insolation at the Project Site, and performance of the modules and other Project equipment, the accuracy of production estimating software and other factors affecting possible production which are not within the control of US Solar. Circumstances experienced at the Project will deviate from historical data and other assumptions and projections. The actual production of energy of electricity by the Project and delivery of energy, including Subscribed Energy, by the Project is also subject to lack or overabundance of sunlight, other adverse weather, equipment failures, curtailments or outages by the Utility, Force Majeure events (as defined in the Program Agreements), and other events beyond the control of US Solar. The production estimate and any other estimate communicated by US Solar to Project Subscriber of expected energy production from the Project at any time or over any period of time is purely an estimate based on the information available to US Solar at the time and is not a guarantee that any such production will occur or that any particular amount of Subscribed Energy will be received by Project Subscriber at any time or over any period of time, including the Term of this Agreement.

1.5 SunscriptionSM Rate and Payments.

- (a) Your SunscriptionSM Rate for each Production Month will be equal to 85% of the Bill Credit Rate. In other words, the Sunscription RateSM is 15% less than the Bill Credit Rate.
- (b) The monthly payment amount you owe to US Solar (each, a **"SunscriptionSM Payment"**) is equal to the product of (i) your Subscribed Energy produced in a given Production Month, and (ii) your SunscriptionSM Rate.
- (c) SunscriptionSM Payments will be invoiced monthly, beginning the first month after the Project COD, and you agree to make, pursuant to payment instructions set forth in each invoice, the full monthly SunscriptionSM Payment within thirty (30) calendar days of receiving our invoice.
- (d) Interest shall accrue on overdue SunscriptionSM Payments not subject to a good-faith dispute, at rate equal to the lesser of (i) six percent (6.00%) per annum simple interest or (ii) the maximum amount allowed under Applicable Laws.

1.6 No Additional Payments. The SunscriptionSM Payments are the only payments you will be required to make to us for your CS Allocation. There are no other nonrecurring (one-time) charges or recurring (monthly, yearly) charges except as referenced in this section 1.6, and we do not have any right to compel you to pay any additional funds except in connection with Section 5.4 (Taxes) or the events described in Section 6.2 (Sale or Transfer), 10.3 (Cancellation Remedies) and Section 10.4 (Default Remedies). We do not have any right to compel you to advance or pay any additional

funds for the construction or maintenance of the Project or your CS Allocation. No security deposit is required by you under this Agreement.

1.7 Ownership Limitation. Project Subscriber is not purchasing, and US Solar is not selling or transferring to Project Subscriber:

- (a) Any ownership or lien in any specific modules or tangible component of the Project;
- (b) Any ownership or membership interests or rights in US Solar or any entity which owns or may subsequently own the Project (the “**Project Owner**”) or any financial rights or distributions associated with such ownership;
- (c) Any right to any payment by the Utility to US Solar or the Project Owner with respect to the Unsubscribed Energy Tariff;
- (d) Any right to manage, direct, control or operate the Project, US Solar or the Project Owner; or
- (e) Any RECs produced by the Project or any payment by the Utility to US Solar or the Project Owner with respect to the RECs.

1.8 Term. The term of the Agreement (“**Term**”) shall begin on the Effective Date and shall end twenty (20) years after the Project COD unless otherwise provided for in this Agreement.

ARTICLE 2 PROGRAM RULES AND AGREEMENTS

2.1 Program Rules and Agreements. With respect to the Project, US Solar or the Project Owner will enter into Illinois Shines’ standard Program Agreements with the Utility, and be bound by the Program Rules. Among other things, these Program Rules and Program Agreements provide for the following:

- (a) US Solar acting as the Project operator;
- (b) Sale and delivery of all electricity generated by the Project to the Utility, and sale and delivery of all RECs generated by the Project to the Utility or another third party;
- (c) Allocation to subscribers by the Utility of Bill Credits in exchange for delivery by US Solar, or the Project Owner, of the electricity generated by the Project; and
- (d) US Solar ensuring the Project’s compliance with Illinois Shines’ Program Rules and our Sunsubscription Eligibility Requirements per Section 3, below.

ARTICLE 3
ELIGIBILITY, REQUIRED FORMS, AND EXCESS BILL CREDIT PURCHASE

3.1 Sunscription Eligibility Requirements. This Agreement is only available to non-residential customers of the Utility that satisfy US Solar's credit requirements and provide a valid email address for communication with US Solar.

- (a) By executing this Agreement, you represent and warrant that the following statements are true and complete, and you agree to notify us promptly if any of these statements ceases to be true:
- i. your address, account number(s), rate class and annual meter usage listed in Exhibit G are accurate and the customer name on your Utility account is identical to your name as stated on the cover page of this Agreement;
 - ii. you have disclosed and will disclose to us the existence of any on-site generation or other community solar subscription serving your Eligible Address.
- (b) To confirm your eligibility, you must also complete the Required Documentation described in Section 3.3 below.
- (c) All conditions and the continued accuracy of your representations and warranties in this Section 3.1 together constitute the requirements of your participation as a subscriber in the Project ("**Sunscription Eligibility Requirements**"). Your failure to maintain eligibility may result in the Utility not allocating you Bill Credits and/or cancellation per Section 10.1(b)(i).

3.2 Eligibility Data. You acknowledge that the account data contained in **Exhibit G** is complete and accurate and that US Solar may use the data for purposes of confirming your conformance with the Sunscription Eligibility Requirements. You agree to provide US Solar and the Project Owner with any additional information we request to determine, verify, or confirm your eligibility at any time during the Term.

3.3 Required Documentation. In addition to your execution of this Agreement, you must execute additional relevant documents ("**Required Documentation**") upon our request, including:

- i. a Standard Disclosure Form that is specific to you and the Project, which the Program Rules establish as a prerequisite for entering this Agreement. See **Exhibit F** for a copy of the Project's Standard Disclosure Form; and
- ii. any other document reasonably required by the Utility or Program Administrator to effectuate your subscription and maintain compliance with the Program Rules.

You also agree to provide us with any additional information we request to determine, verify, or confirm your eligibility at any time during the Term, and you authorize us to use such information to assist us in confirming your eligibility.

3.4 Authorization to Access Data. You authorize US Solar and the Project Owner to use all eligibility data set forth in **Exhibit G**, and to access and use your energy usage data and electric Utility bills for each Eligible Address for the most recent twenty-four (24) months for the purpose of complying with Program Rules and performing under this Agreement. You authorize US Solar and the Project Owner to receive the following information from the Utility, which is applied to your monthly bill during the term of the subscription: (i) your Bill Credit Rate, (ii) total kWh, and (iii) total monetary credit value.

3.5 Authorization to Allocate Subscription. You authorize US Solar and the Project Owner to allocate your Utility account to the CS Project, and to switch your electric account to billing under the applicable “**Community Solar Garden Tariff**” as permitted by the Program Rules.

3.6 Credit Information. Subject to the confidentiality and privacy provisions of Section 8.1, you agree to provide US Solar with information reasonably necessary for US Solar, the Project Owner, or its Financing Parties to confirm your creditworthiness.

3.7 Excess Bill Credit Purchase. As per the Program Rules, any excess Bill Credits (i.e., Bill Credits in a billing period that exceed the amount you owe the Utility for your electricity supply charge in that period) will be carried forward and credited against all charges by the Utility indefinitely until and unless you terminate utility service, after which any remaining Bill Credits that were carried forward will be cancelled.

Please note: if you opt to receive your electric bill from a method other than Utility Consolidated Billing (UCB), your bill credits may not be applicable to your full electric bill. Therefore, we strongly encourage you to review the value of your Bill Credits versus the costs of your other electric charges before changing your billing method. In any case, you acknowledge and agree that your obligation to make your Subscriber Payments is independent of the amount of your Bill Credits and applies whether you receive electricity supply from an ARES or change billing methods.

ARTICLE 4 US SOLAR RESPONSIBILITIES

4.1 Design and Implementation. We agree to develop, design, finance and construct the Project, including, but not limited to, site acquisition, the filing of interconnection applications and procurement of an Interconnection Agreement with the Utility, the selection and procurement of Project components, and the installation and testing of all Project components.

4.2 Eligibility Compliance. US Solar is responsible for confirming compliance with the Program's eligibility requirements, including verification of the eligibility information you have provided to US Solar.

4.3 Outages. If the Project is out of service for more than three (3) consecutive business days (an "Outage") or such longer period as may be permitted by the Program Rules, we will inform you of such Outage either via email, access to the Subscription Dashboard (if applicable) or another reasonably accessible communications method. Such communication will include any information required by the Program Rules.

ARTICLE 5 FURTHER INFORMATION

5.1 Unsubscribed Energy. Unsubscribed energy will be purchased by the Utility from the Project Owner in accordance with the Unsubscribed Energy Tariff and Applicable Laws.

5.2 Project Insurance, and Long-Term Maintenance Plan. Prior to Project COD, US Solar or another appropriate third party will procure, and for the Term will maintain, insurance coverages of a type and an amount that is standard in the solar industry for projects of similar size and design.

Prior to Project COD, US Solar or other appropriate third party will prepare a long-term maintenance plan, and for the useful life of the Project, that will be substantially consistent with long-term maintenance plans standard in the solar industry for projects of similar size and design.

5.3 Other Agreements and Documents.

- (a) Upon your request we will provide the following when and as available:
 - i. Certificate(s) of insurance; and
 - ii. Long-term maintenance plan.
- (b) We will provide you with any other information that you may request, or that we may be required to deliver, under the Program Rules or the Utility Bill Credit Tariff.
- (c) You agree to sign an acknowledgment of receipt of any such materials.

5.4 Taxes. You recognize that neither we nor the Utility makes any representations or warranties concerning the taxable consequences, if any, to you with

respect to your Bill Credits, your SunsubscriptionSM Payments, or your participation in the Project. You are responsible to either pay or reimburse us for any and all Taxes assessed on the generation, sale, delivery, or consumption of your Subscribed Energy or your Bill Credits.

5.5 Securities Laws. Neither we nor the Utility makes any representations or warranties concerning the implication of any federal or state securities laws with respect to this Agreement or your CS Allocation. Neither this Agreement nor your CS Allocation has been registered under the Securities Act of 1933, as amended, or any state securities laws. Neither US Solar nor the Project Subscriber believes this Agreement or the CS Allocation constitutes a security governed by such laws. Project Subscriber represents and agrees that (i) it is not entering into this Agreement or acquiring the Bill Credits for the purpose of making a market in such interests or trading them on any securities market or equivalent thereof which might fall within the scope of such laws; and (ii) it is not relying on the advice or due diligence efforts of US Solar in entering into this Agreement. You are urged to seek your own professional advice on these matters.

ARTICLE 6 TRANSFERABILITY

6.1 General. This Agreement and your Bill Credits are your personal property. Your ability to continue to receive Bill Credits is dependent upon your continuing compliance with the Sunsubscription Eligibility Requirements and your payment of the SunsubscriptionSM Payments. This Agreement and your right to receive Bill Credits are transferable only as set forth below. This Agreement and your right to receive Bill Credits are not transferable by you, whether voluntarily or by operation of law, at any time when you are in default under this Agreement, unless approved by US Solar.

6.2 Sale or Transfer to Other Eligible Subscribers. You may not sell or transfer this Agreement, or any portion of your CS Allocation to any person or entity without US Solar's prior written consent (not to be unreasonably withheld, conditioned or delayed). It being expressly understood and agreed that any sale or transfer by you to any person or entity who, at the time of the sale or transfer [(x) meets the Sunsubscription Eligibility Requirements and credit requirements for the Project. Any amounts you collect from a transferee in respect of your transfer of this Agreement, or any portion of your CS Allocation, belongs to you. Neither US Solar nor the Project Owner will have any claim or right to any such amounts you may receive.

Without limitation to the foregoing, your sale or transfer of your CS Allocation for the Project is expressly conditioned upon:

- (a) US Solar receiving at least ninety (90) calendar days' prior written notice identifying the prospective purchaser or transferee, providing the physical address at which it takes electric service from the Utility, the Utility account number and all other information needed to determine its eligibility to be a

subscriber, as well as any other subscriptions in the Project or other community solar projects held by the proposed transferee, and any solar facility owned or leased by the proposed transferee at the address associated with the proposed transfer;

- (b) Receipt by US Solar of authorizations from the proposed transferee needed to access their Utility account data, and receipt by US Solar of usage data at the proposed transferee's address needed to calculate its historic electrical usage;
- (c) Determination by US Solar that the proposed transferee meets the Sunsubscription Eligibility Requirements;
- (d) Determination by US Solar that the proposed transferee is eligible to be a Subscriber in the relevant Project and that its participation as a Subscriber will not cause the Project to fail any Eligibility Requirement or otherwise fail to comply with any Applicable Laws or contractual obligations to the Utility. For the avoidance of doubt, the proposed transferee must qualify as a Small Subscriber if the capacity that is being transferred was originally allocated to a Small Subscriber;
- (e) The proposed transferee's (i) express written assumption of this Agreement or execution and delivery of a new subscription agreement with US Solar as to the CS Allocation on the same terms and conditions as this Agreement, including the cure of any prior defaults arising under this Agreement; and (ii) execution of a Standard Disclosure Form or any other document reasonably required by US Solar, the Program Administrator, or the Utility to effectuate the transfer and to maintain compliance with the Program Rules; and
- (f) The proposed transferee meeting our credit requirements.

US Solar shall notify the Utility of any such transfer so that the Utility may change the applicable subscriber benefits to apply to the transferee's retail Utility electric account.

6.3 Relocation/Sale of Eligible Address.

- (a) If during the Term you move from an Eligible Address and are no longer the Utility account-holder at that address, you may transfer all or part of your CS Allocation to another Eligible Address of yours (new or existing) conditioned on the following:
 - i. You provide us with at least one hundred and twenty (120) calendar days' notice of such transfer; and
 - ii. We determine that the new address, including the prior electrical usage at that address, will allow for the transferred CS Allocation to continue to meet the Sunsubscription Eligibility Requirements.

- (b) If during the Term you move from or sell an Eligible Address and are no longer the Utility account-holder at that address, and you are not relocating to a new Eligible Address or do not have sufficient subscription capacity at another Eligible Address, before moving you must either:
 - i. Sell or transfer the relevant portion of your CS Allocation in accordance with Section 6.2. If requested by you, we will use commercially reasonable efforts for up to one hundred eighty (180) calendar days to assist you in this process; or
 - ii. Cancel the relevant portion of your CS Allocation pursuant to Section 10.1 (a)(ii) or (iii) below.
- (c) You are obligated to maintain compliance with the Sunsubscription Eligibility Requirements and to notify us if you plan to be out of compliance. You acknowledge that your failure to maintain compliance with the Sunsubscription Eligibility Requirements may result in the Utility not paying you Bill Credits and our cancellation of the relevant CS Allocation.
- (d) This Agreement confers to us no right to interfere with, or require our consent to, your sale or transfer of your real property.

6.4 Reallocation. Notwithstanding anything to the contrary herein or in any other agreement, US Solar reserves the right, at its option and in its sole discretion, to assign all or a portion of your CS Allocation among one or more systems that meet and satisfy the Program eligibility requirements and from which you are eligible to receive all or such portion of CS Allocation in accordance with the Program. In the event that US Solar re-allocates all or a portion of your CS Allocation to a different project, the Parties agree to modify any terms of this Agreement as necessary to effectuate or reflect the details of such assignment(s), including, without limitation, such modifications to Exhibit B to reflect the new Project. US Solar will provide you with reasonable notice of any such assignment and re-allocation. To effectuate such assignment and re-allocation, US Solar will provide you with revised copies of Exhibit B and Exhibit D, as applicable. Upon receipt of such revised Exhibits, the Agreement will be deemed to incorporate such revised Exhibits without further action by the Parties.

ARTICLE 7 ASSIGNMENTS; FINANCING

7.1 Assignment. We may, without your prior consent, in whole or in part, (i) assign, mortgage, pledge or otherwise collaterally assign our interests in this Agreement and the Project to any Financing Party, (ii) directly or indirectly assign this Agreement and the Project to the Project Owner, an affiliate or subsidiary of ours or any third party acquiring the Project or the Project Owner, (iii) assign this Agreement and the Project to any entity through which we are obtaining financing or capital for the Project, and (iv) assign this Agreement and the Project to any person succeeding to all or substantially all of our assets. In the event of any such assignment (other than a collateral assignment),

we shall be released from all our liabilities and other obligations under this Agreement (only upon assumption of our obligations hereunder by the assignee). However, any assignment of our rights and/or obligations under this Agreement shall not result in any change to your rights and obligations under this Agreement. For the avoidance of doubt, any subsequent assignee of US Solar may assign its interest at any time, and without your consent, to another person or another Financing Party in accordance with the terms of this Agreement. If the Financing Party or its successor becomes the owner of our interest by foreclosure or otherwise, it may sell or transfer that interest to any third party without your consent.

7.2 Changes. You acknowledge that we may obtain construction and long-term financing from one or more Financing Parties. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with any assignment by us (or the Financing Parties, as described herein), you agree to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Financing Parties.

7.3 Notice and Opportunity to Cure. You may not terminate or suspend your performance due to our Event of Default unless you have given the Financing Parties prior written notice of your intent to so terminate or suspend this Agreement. In your notice you will describe the circumstances giving rise to our default and provide the Financing Parties with the opportunity to cure the default within thirty (30) calendar days after receipt of such notice or any longer period provided for in this Agreement. If our default reasonably cannot be cured by the Financing Parties within the period provided and the Financing Parties commence and pursue to cure of such default within that period, the period for cure will be extended for a reasonable period of time under the circumstances, but not to exceed an additional sixty (60) days. The Parties' respective obligations under this Agreement will otherwise remain in effect during the cure period. If the Financing Parties or an assignee (including any buyer or transferee) acquires title to or control of our assets and within the applicable time periods cures all defaults under this Agreement existing as of the date of such change in control in the manner required by this Agreement and which are capable of cure by a third party or entity, then such Financing Parties or third party transferee will no longer be in default under this Agreement, and this Agreement will continue in full force and effect.

ARTICLE 8 PRIVACY; CONFIDENTIALITY; PUBLICITY

8.1 Subscriber Data. US Solar will not disclose your Utility account information, energy usage data, Bill Credits, or any other personal information (collectively, "**Project Subscriber Data**") to any person except to (i) the Utility, to the extent required by Applicable Laws for the purpose of maintaining the Project, your eligibility to subscribe to the Project, and your CS Allocation and Bill Credits; (ii) accountants or attorneys of US

Solar to the extent necessary for them to render advice or perform professional services associated with the Project or this Agreement; (iii) advisors, affiliates, agents, or representatives of US Solar (including, without limitation, any third party customer management service provider) to the extent necessary for them to render advice or perform professional services associated with the Project or this Agreement, but only if such disclosure is subject to the obligation or agreement of the recipient in writing to keep such Project Subscriber Data confidential on substantially the same terms as those set forth herein; (iv) to actual or potential Financing Parties or Project Owners to confirm your eligibility; or (v) as otherwise required by Applicable Laws or pursuant to an order of a court or other governmental authority having jurisdiction over the matter. US Solar shall comply with all Applicable Laws with respect to privacy and non-disclosure of consumer or financial data. A copy of US Solar's data privacy policy shall be provided to you upon your request.

8.2 Confidential Information of US Solar. Certain information and data provided by US Solar with respect to the Project or other aspects of US Solar's business may be designated by US Solar as confidential and proprietary information (collectively, "**US Solar Data**"). You agree not to share any US Solar Data with any other Person, including, but not limited to, any other developer of community solar projects or anyone otherwise competing with US Solar, except that Project Subscriber may share such US Solar Data with (i) with Project Subscriber's accountants or attorneys for the purposes of assessing whether to enter into this Agreement and for tax filings and similar purposes, but only if such disclosure is subject to the obligation or agreement of the recipient in writing to keep such US Solar Data confidential; or (ii) as otherwise required by Applicable Laws. US Solar designates this Agreement as "US Solar Data" in this respect.

8.3 Publicity. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement or related to Project Subscriber's participation in the Project, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Notwithstanding the foregoing, the Project Subscriber agrees that US Solar can use Project Subscriber's logos in their respective marketing materials.

ARTICLE 9 DISPUTE RESOLUTION

9.1 Program Disputes.

- (a) Any dispute or question which you have with respect to the application by the Utility of the Bill Credits to your retail electric bill, in particular the applicable Bill Credit Rate that the Utility or an ARES used to determine the amount of your Bill Credits, shall be directed by you to the Utility or ARES for resolution. You may request that US Solar assist you in this respect.

You acknowledge that your obligation to make your SunsubscriptionSM Payments is independent of the amount of your Bill Credits.

- (b) Any issue or dispute identified by you with respect to the Utility's actions with respect to the Project or the Bill Credits other than as described in Section 9.1(a) shall be referred to US Solar. If the dispute or question is not resolved to the Project Subscriber's satisfaction, you have the right to refer the issue directly to the Program Administrator at admin@illinoisshines.com or 877-783-1820. If you wish to contact the Illinois Commerce Commission (the "Commission"), you may do so at the following phone number: 800-524-0795. Or you may visit the Commission website at : www.icc.illinois.gov. You also may contact the Illinois Power Agency ("IPA") at 312- 793-0263, or 866-846-5276. The IPA's website address is: <https://www2.illinois.gov/sites/ipa/Pages/default.aspx>.

9.2 Disputes between Parties.

- (a) The Parties shall attempt in good faith to resolve all disputes arising in connection with the interpretation or application of the provisions of this Agreement or in connection with the determination of any other matters arising under this Agreement by mutual agreement.
- (b) Any dispute or issue a Party may have arising from or related to this Agreement, which are not resolved by communications between Project Subscriber and US Solar representatives in person, over the phone, or electronically shall be submitted to the other Party in writing. Each Party shall assign an officer or senior management executive to address or negotiate a resolution with the other Party. The Parties agree to attempt to reach a resolution of such dispute within ten (10) calendar days or such longer period as the Parties may agree.
- (c) We shall perform any calculation called for hereunder and do so in a commercially reasonable manner and in accordance with industry accepted standards. Any dispute regarding the results of any such calculation shall be resolved by having an independent consultant having nationally recognized credentials, such as Navigant Consulting, Inc. or Leidos, Inc., perform the calculation at the disputing Party's expense. Such consultant's results shall be binding on the Parties absent manifest error.
- (d) During the pendency of any dispute hereunder, the Parties shall continue to perform their respective obligations under this Agreement.

- (e) Any dispute arising from or relating to this Agreement not resolved by the Parties under Section 9.2(a)-(b) above shall be arbitrated in Chicago, IL, or such other location in Illinois mutually agreeable to the Parties. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration.

ARTICLE 10
CANCELLATION EVENTS; EVENTS OF DEFAULT; REMEDIES

10.1 Cancellation Events.

- (a) You may cancel all or part of your CS Allocation relating to the Project to the extent that:
- i. The Project becomes ineligible to participate in Illinois Shines during the Term, and additional capacity in another project owned by US Solar or its affiliates does not exist;
 - ii. Prior to the fifth (5th) anniversary of the COD of the Project, you become aware that, due to relocation, or other material changes, your CS Allocation will no longer satisfy the Subscription Eligibility Requirements and you elect not to sell or transfer, or cannot sell or transfer on the same terms and conditions, your CS Allocation to another eligible Utility customer that meets the Subscription Eligibility Requirements;
 - iii. From and after the fifth (5th) anniversary of the COD of the Project, you become aware that, due to relocation or other material changes, your CS Allocation will no longer satisfy the applicable Eligibility Requirements and you elect not to sell or transfer, or cannot sell or transfer on the same terms and conditions, your CS Allocation to another eligible Utility customer that meets the Subscription Eligibility Requirements.
 - iv. Prior to the fifth (5th) anniversary of the COD of the Project, you elect for any other reason to cancel all or part of your CS Allocation;

To cancel under this clause (iv) you must deliver written notice to us at least 180 days prior to (but no more than 210 days prior to) the date you wish such cancellation to be effective, which notice must set forth the portion of your CS Allocation to be cancelled. During such notice period, you will continue making such SubscriptionSM Payments as would have been payable by you had no cancellation occurred.

v. From and after the fifth (5th) anniversary of the COD of the Project, you elect for any other reason to cancel all or part of your CS Allocation;

To cancel under this clause (v) you must deliver written notice to us at least 180 days prior to (but no more than 210 days prior to) the date you wish such cancellation to be effective, which notice must set forth the portion of your CS Allocation to be cancelled. During such notice period, you will continue making such SunscriptionSM Payments as would have been payable by you had no cancellation occurred.

iv.

- (b) We may cancel all or part of your CS Allocation relating to the Project to the extent that:
- i. You fail to meet the Sunscription Eligibility Requirements (other than US Solar's credit requirements) at any time during the Term;
 - ii. Your CS Allocation is transferred by operation of law as defined in Section 10.7 to an ineligible person or entity and is not sold to an Eligible Transferee within the time provided;
 - iii. Prior to the start of Project construction, we are not able to confirm your creditworthiness;
 - iv. Prior to the start of Project construction, we determine to terminate the development of the Project; or
 - v. We elect for any other reason to cancel or terminate all or part of your CS Allocation.
- (c) Cancellation under Sections 10.1(a)(i) or 10.1(b)(iii) or (iv) will be effective upon delivery of written notice by the cancelling Party to the other Party. Cancellation under Sections 10.1(a)(ii), (iii) or 10.1(b)(i), (ii) or (v) will be effective one hundred and eighty (180) days after written notice by the cancelling Party to the other Party. During such one hundred and eighty (180) day period, you will continue making such SunscriptionSM Payments as would have been payable by you had no cancellation occurred. All cancellation notices shall include a description of the circumstances giving rise to the Cancellation Event and the specific portion of CS Allocation canceled.

- (d) Per the Program Rules, you may rescind this Agreement within three calendar days of signing this Agreement, by providing us with written notification of the same.

10.2 Events of Default. Each of the following events shall be an Event of Default under this Agreement:

- (a) A Party breaches any material representation or warranty or fails to perform a material obligation set forth in this Agreement and does not cure such breach or failure within thirty (30) calendar days of written notice of the breach from the non-defaulting Party.
- (b) With respect to Project Subscriber, failure to make any SunsubscriptionSM Payment when due, and failure to cure the default within ten (10) business days after written notice of such failure from US Solar.

10.3 Cancellation Remedies.

- (a) In the case of a cancellation pursuant to Sections 10.1(a)(i), or 10.1(b)(iii), (iv) or (v), you will owe nothing with respect to the amount of CS Allocation cancelled.
- (b) In the case of a cancellation pursuant to Sections 10.1(a)(ii), (iii), (iv) or (v), or 10.1(b)(i) or (ii) (each, a “**Covered Cancellation Event**”), you will be responsible for paying the Cover Cost Amount, if any, with respect to the amount of CS Allocation cancelled, subject to the following:

We will use commercially reasonable efforts for up to sixty (60) days after such cancellation (“**Cancellation Replacement Period**”) to secure one or more Eligible Transferee who will subscribe to the entire cancelled portion of your CSG Allocation at no less than your SunsubscriptionSM Rate. If we are successful, your Cover Cost Amount will be zero. To the extent during the Cancellation Replacement Period we are unsuccessful in securing one or more Eligible Transferees who will subscribe to the entire cancelled portion of your CS Allocation, the Unsubscribed Energy rate provided for in the CS Tariff will be used in lieu of a transferee SunsubscriptionSM Rate for purposes of determining the Cover Cost Amount under clause (b) of the definition of Cover Cost Amount.

- (c) At the end of the Cancellation Replacement Period, we will determine the Cover Cost Amount and other amounts owing by you and provide you written notice of same. That amount will become due and payable by you within ten (10) business days of your receipt of this notice.

- (d) If you cancel less than all of your CS Allocation, after paying the Cover Cost Amount, your remaining SunsubscriptionSM Payments will reflect your appropriately reduced CS Allocation.
- (e) Upon cancellation of the entire CS Allocation, we may terminate this Agreement in its entirety.

10.4 **Default Remedies.** In the event a defaulting Party fails to cure an Event of Default within the applicable cure period, the non-defaulting Party may:

- (a) With respect to an Event of Default by Project Subscriber:
 - i. We may terminate this Agreement immediately by notifying you in writing.
 - ii. We may direct the Utility to remove you as a subscriber with respect to the Project, and you will no longer receive Bill Credits associated with the CS Allocation.
 - iii. You will owe the Cover Cost Amount (defined in Exhibit A), if any.
 - 1. We will use commercially reasonable efforts for sixty (60) calendar days after your Event of Default (“**Default Replacement Period**”) to secure one or more Eligible Transferees who will subscribe to your entire CS Allocation at no less than your SunsubscriptionSM Rate. If we are successful, your Cover Cost Amount will be zero.
 - 2. To the extent during the Default Replacement Period we are unsuccessful in securing one or more Eligible Transferees who will subscribe to your entire CS Allocation, the Unsubscribed Energy Tariff rate will be used in lieu of a transferee SunsubscriptionSM Rate for purposes of determining the Cover Cost Amount.
 - iv. You will owe an amount equal to the SunsubscriptionSM Payments that would have been payable by you during the Default Replacement Period absent the Event of Default.
 - v. At the end of the Default Replacement Period, we will determine the Cover Cost Amount and other default-related amounts owing by you and provide you with written notice of same. These amounts will become due and payable immediately by you upon your receipt of this notice.

- vi. You will be responsible for reimbursing us for any costs we reasonably incurred in attempting to identify an Eligible Transferee and in the execution of related documentation.
 - vii. Upon termination of this Agreement, we shall have no further obligations to you hereunder.
- (b) With respect to an Event of Default by US Solar:
- i. Prior to the Project COD, you may terminate this Agreement at any time by notifying us in writing.
 - ii. After the Project COD, you may terminate this Agreement only if our default results in your CS Allocation not producing any Subscribed Energy for one hundred eighty (180) consecutive calendar days or more.
 - iii. Upon termination, you shall have no further obligation to us except for obligations arising or accruing prior to termination.

10.5 No Consequential Damages. No Party shall be liable to the other Party for any indirect, special, punitive, exemplary, incidental, or consequential damages, whether arising in contract, tort, under statute, or in equity, and each Party waives its rights to any such damages. In no event will the Cover Cost Amount constitute, or be deemed to constitute, indirect, special, punitive, exemplary, incidental, or consequential damages.

10.6 No Warranty; Exclusive Remedies; Limitation of Liability. NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. The remedies set forth in this Agreement shall be the Parties' sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise. Notwithstanding anything to the contrary herein, US Solar's total liability under this Agreement will in no event exceed the aggregate of all payments made by Project Subscriber hereunder during the preceding twenty-four month period in which the initial claim arose.

10.7 Involuntary Transfers. Upon transfer of title or control of the Eligible Address or your CS Allocation, or portion thereof, due to bankruptcy, foreclosure or operation of law for other reasons, you or the transferee must notify US Solar immediately. During any period of time in which a trustee, receiver, or creditor is in possession of the Eligible Address and assumes responsibility as the Utility account holder at the Eligible Address, such transferee shall be deemed to have succeeded to your rights and obligations under

this Agreement at the Eligible Address during the period of its possession. Upon the transfer of title to the property at the Eligible Address and the CS Allocation to a creditor or other third party, the transferee shall notify US Solar of the transfer. If the transferee(s) meet all relevant Sunscription Eligibility Requirements, the transfer shall be treated as a sale or transfer of the CS Allocation to such transferees upon completion of the conditions set forth in Section 6.2. If the transferee does not meet the transfer conditions, then the transferee(s) shall be required immediately to sell or transfer the CS Allocation or applicable portion to an eligible buyer in accordance with Section 6.2.

ARTICLE 11 MISCELLANEOUS

11.1 Notices.

- (a) Notices, or other documents required or permitted by this Agreement must be given by personal delivery, reputable overnight courier, email, or U.S. certified mail postage prepaid and shall be sent to the respective parties at the address listed on the first page of this Agreement. Notice shall be deemed delivered (i) the day of delivery, if delivered by hand during the receiving Party's regular business hours or by e-mail before or during the receiving Party's regular business hours, (ii) upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier, and (iii) on the fourth business day after deposit in the U.S. mail if sent by certified mail. Any Party may change the address for notice by notice to the other Party.

- (b) If we assign, sell, or transfer this Agreement to another party, we will notify you of any change to the address or phone number for questions or complaints;

11.2 **Force Majeure.** If US Solar's performance of this Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of "Force Majeure" (as defined in the Program Agreements), upon giving notice to Subscriber, US Solar shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. US Solar shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed.

11.3 **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or liability to, any person not a Party to this Agreement. Excepting the rights of Financing Parties and assignees expressly provided for herein, no provision of this Agreement is intended to nor shall it in any way provide any rights to any third party or inure to the benefit of any third party so

as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a Party to this Agreement.

11.4 Entire Agreement; Amendments. It is mutually understood and agreed that this Agreement, and the Exhibits attached hereto, constitutes the entire agreement between Project Subscriber and US Solar and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representations or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. Except as provided in Exhibit D, this Agreement may not be amended except in a writing executed by both parties. Upon your request, we agree to amend Exhibit G at any time following the Project COD in order to remove any Eligible Addresses and Account numbers to which a portion of Estimate of Subscribed Energy has not been allocated. In addition to the foregoing, the Parties agree that, if Project Subscriber has designated an authorized person(s) in writing for such purpose, we may, upon written request by such authorized person(s) (email being sufficient), update Exhibit G of this Agreement to add or delete accounts and meters in accordance with Project Subscriber's request and without the need for an amendment executed by both Parties; provided that any such addition or deletion shall be memorialized in writing and delivered to Project Subscriber and the addition or deletion of accounts and meters does not reduce the overall kW allocated to Project Subscriber's meters and accounts.

11.5 Governing Law. This Agreement is made in Illinois and shall be governed by the laws of the State of Illinois.

11.6 References to Program Documents. This Agreement contains summaries of, and makes reference to, certain provisions of the Program Agreements and Program Rules. While we believe these summaries and references to be accurate and fair, any conflict between such summaries and references shall be resolved in favor of the relevant provisions contained in the Program Agreements and Program Rules. You are urged to review these documents.

11.7 Waiver. Neither Party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

11.8 Relationship of Parties. The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between the Parties or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. US Solar and Project Subscriber shall not have any right, power, or authority to enter into any agreement or

undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

11.9 Severability. Should any provision of this Agreement be or become void, illegal or unenforceable, the validity or enforceability of the other provisions of the Agreement shall not be affected and shall continue in full force. The Parties will, however, use commercially reasonable efforts to agree on the replacement of the void, illegal or unenforceable provisions with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and the Agreement as a whole.

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

11.11 Signatures. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes.

(SIGNATURE PAGES TO FOLLOW)

City of Oregon

United States Solar Services LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

DEFINITIONS

1. **AAEC.** For each of the Eligible Addresses and Account numbers set forth on Exhibit G, the average annual electricity consumption (net of any other distributed generation resources serving a relevant address) over the prior twenty-four (24) months.
2. **Actual Savings.** The amount of Bill Credits you received during the applicable period, less the amount of Sunsubscription Payments you paid under this Agreement during such period.
3. **Applicable Laws.** Any law, statute, rule, regulation, ordinance, order (including orders issued by the ICC or IPA), tariff, judgment, or other legally binding restriction or ruling issued by a governmental authority which is applicable to the Project, US Solar, community solar project subscribers, community solar projects or this Agreement.
4. **Alternative Retail Electric Supplier.** An entity licensed by the Illinois Commerce Commission under Article XVI of the Illinois Public Utilities Act (220 ILCS 5/16-101 et seq.) to engage in the sale of electric power and energy to retail customers via the Illinois competitive electricity supply market.
5. **Ameren.** Ameren Illinois Company, or any successor thereto.
6. **Bill Credit.** A dollar amount paid by the Utility as a credit on the Project Subscriber's retail electrical bill to compensate the Project Subscriber for the photovoltaic electricity produced by the Project Subscriber's CS Allocation and delivered by the Project to the Utility.
7. **Bill Credit Rate.** A dollar amount per kilowatt-hour equal to the Utility's Total Price to Compare for the applicable Production Month, as established by the Utility Bill Credit Tariff.
8. **Cancellation Event.** One or more event described in Section 10.1(a)-(b).
9. **ComEd.** Commonwealth Edison Company, or any successor thereto.
10. **Community Solar Garden Tariff.** The appropriate, and applicable community solar garden tariff, published by the appropriate Utility supplying electricity to your account/premises.
11. **Cover Cost Amount.**

- a. With respect to an Event of Default by you, the positive difference, if any, of:
 - i. the net present value (using a discount rate of 4%) of the Projected Subscriber Payments by you over the Term post default, had this Agreement remained unchanged with respect to your entire CS Allocation for the entire Term (plus any other amounts previously accrued and owed by you); minus
 - ii. the net present value (using a discount rate of 4%) of the projected payments to be made by an Eligible Transferee (or, as applicable, by the Utility under the Unsubscribed Energy Tariff for the portion of your CS Allocation not transferred) with respect to the entire CS Allocation over the remaining Term.
- b. With respect to a Covered Cancellation Event pursuant to Sections 10.1(a)(ii) or (iv) or 10.1(b)(i) or (ii), the positive difference, if any, of:
 - i. the net present value (using a discount rate of 4%) of the Projected Subscriber Payments by you over the Term post-cancellation with respect to the cancelled portion of your CS Allocation, had this Agreement remained unchanged for the entire Term (plus any other amounts previously accrued and owed by you); minus
 - ii. the net present value (using a discount rate of 4%) of the projected payments to be made by an Eligible Transferee (or, as applicable, by the Utility for the Unsubscribed Energy Tariff associated with the portion of your CS Allocation not transferred) with respect to the cancelled portion of your CS Allocation over the remaining Term.
- c. With respect to a Covered Cancellation Event pursuant to Section 10.1(a)(iii), an amount equal to your Actual Savings for the twenty-four (24) month period occurring immediately prior to the date you delivered your cancellation notice pursuant to Section 10.1(a)(iii).
- d. With respect to a Covered Cancellation Event pursuant to Section 10.1(a)(v), an amount equal to your Actual Savings for the forty-eight (48) month period occurring immediately prior to the date you delivered your cancellation notice pursuant to Section 10.1(a)(v).
- e.

12. Eligible Address. A subscriber's Utility service address that receives electrical service from the Utility.

13. Eligible Transferee. A person or entity who meets the Subscription Eligibility Requirements and meets the conditions set forth in Section 6.2(a)-(f).

14. **Estimate of Subscribed Energy.** The amount of kWhs for each Production Year Range set forth in Exhibit D.
15. **Financing Party.** A person or persons providing construction or permanent financing in connection with construction, ownership, operation and maintenance of the Project, or if applicable, any person to whom the ownership interest in the Project has been transferred, subject to a leaseback of the Project from such person.
16. **Illinois Commerce Commission (ICC).** The State agency primarily charged with regulating public utilities in Illinois, as well as approving aspects of the Illinois Shines program. The ICC can be contacted at 1-800-524-0795 (Consumer Services Division) or www.icc.illinois.gov/about/contact-us.
17. **Illinois Power Agency (IPA).** The State agency primarily charged with administering the procurement of renewable energy resources to meet Illinois' renewable energy portfolio standard, in addition to procuring electric power supply for eligible retail customers of electric utilities and other responsibilities. The IPA can be contacted at (877)783-1820, admin@illinoisshines.com or <https://illinoisshines.com/consumer-complaint-center/>.
18. **Illinois Shines (aka Adjustable Block Program).** A program established under Illinois Public Act 99-0906 to facilitate the development of new community solar and distributed photovoltaic generation in Illinois.
19. **Interconnection Agreement.** An agreement with the Utility to interconnect the Project to the Utility's distribution system.
20. **JAMS.** JAMS, formerly known as Judicial Arbitration and Mediation Services, Inc.
21. **Program Administrator.** The IPA's designee responsible for running day to day operations of the Adjustable Block Program. As of the Effective Date, Energy Solutions is the designated Program Administrator.
22. **Program Agreements.** The Interconnection Agreement and Renewable Energy Credit agreement associated with the Project.
23. **Program Rules.** The Adjustable Block Program guidebook, Utility Bill Credit Tariff, Unsubscribed Energy Tariff, requirements for approved vendors, marketing guidelines issued by the IPA, and program related documents provided by the Utility.
24. **Production Month.** The calendar month during which Subscribed Energy is produced by the Project and delivered to the Utility.

25. **Production Year.** Each period of twelve consecutive months during the Term, with the first Production Year commencing on the Project COD and each subsequent Production Year commencing on the applicable anniversary of the Project COD.
26. **Project COD.** The Project's initial date of commercial operation.
27. **Projected Subscriber Payments.** For each year of the remaining Term of this Agreement, the product of (1) the Sunsubscription Rate for such year and (2) the Estimate of Subscribed Energy for such year.
28. **Renewable Energy Credit.** The environmental attributes represented by 1 MWh of electricity generated by a renewable generator.
29. **Small Subscriber.** A commercial customer with a subscription sized below 25 kW_{ac}.
30. **Subscribed Energy.** The electricity generated by the Project attributable to your CS Allocation and delivered to the Utility on or after Project COD.
31. **SunsubscriptionSM Dashboard.** A web-based portal showing the production and other relevant information for your project.
32. **SunsubscriptionSM Rate.** A dollar amount per kilowatt-hour with respect to the Subscribed Energy produced by Project Subscriber's CS Allocation, as set forth in Section 1.5(a), used for determining Project Subscriber's SunsubscriptionSM Payments.
33. **Taxes.** Any federal, state, or local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, or transaction tax, other taxes, regulatory fees, surcharges, or other similar charges, but does not include any income taxes imposed on US Solar for payments made by you and received by us under this Agreement.
34. **Total Price to Compare.** The rate or rates published by the Illinois Commerce Commission for energy supply for eligible customers receiving supply service from the electric utility, and shall include energy, capacity, transmission, and the purchased energy adjustment.
35. **Unsubscribed Energy Tariff.** The tariff setting forth the compensation rate for unsubscribed energy, ComEd "Rider POG" or Ameren "Rider QF", as applicable, as amended or updated and any successor thereto.
36. **Utility.** The default electricity provider for the Project Subscriber's service address, ComEd or Ameren, as applicable.

37. **Utility Bill Credit Tariff.** The tariff setting forth the bill credit for each customer class, ComEd “Rider POGCS” or Ameren “Rider NMCS as amended or updated and any successor thereto. See Exhibit E, below.

38. **Utility’s Rate Tariff.** ComEd’s “Schedule of Rates for Electric Service”, as amended or updated and any successor thereto, which, as of the Effective Date, is available at <https://www.comed.com/SiteCollectionDocuments/MyAccount/MyBillUsage/CurrentRates/Ratebook.pdf> Ameren’s “Electric Service Schedule”, as amended or updated and any successor thereto, which, as of the Effective Date, is available at <https://www.ameren.com>

EXHIBIT B
PROJECT SITE

Project Name	Project Location	Utility
USS Man Solar LLC	9748 E 3000N Rd, Manville, 61313	ComEd

EXHIBIT C

RESERVED

EXHIBIT D

PRODUCTION ESTIMATE

The 20-year production estimate as of the date this Exhibit was delivered for USS **Man Solar** LLC is set forth below (assuming an annual degradation of 0.5%). This production estimate of production is determined using PVsyst, an industry standard solar production modeling tool, using publicly available historical data for solar resources at the site of the Project, the manufacturer’s specifications for production capability of the solar modules, and a reduction for estimated losses for Project usage and conversion, transmission, and transformation of the electricity generated by the Project. This estimate is based on information available to us at the time and is not a guarantee. US Solar shall have the right to unilaterally amend this Exhibit D from time to time by delivering a revised Exhibit D to Project Subscriber, which updates will amend the Project Production Estimates and the Estimate of Subscribed Energy based on then current Project specifications.

Year	Project Production Estimate (kWh)	Estimate of Subscribed Energy (kWh)
1	4,483,158	56,073
2	4,460,742	55,793
3	4,438,438	55,514
4	4,416,246	55,236
5	4,394,165	54,960
6	4,372,194	54,685
7	4,350,333	54,412
8	4,328,582	54,140
9	4,306,939	53,869
10	4,285,404	53,600
11	4,263,977	53,332
12	4,242,657	53,065
13	4,221,444	52,800
14	4,200,337	52,536
15	4,179,335	52,273
16	4,158,438	52,012
17	4,137,646	51,752
18	4,116,958	51,493
19	4,096,373	51,235
20	4,075,891	50,979

Date Exhibit was delivered: Effective Date

EXHIBIT E

UTILITY BILL CREDIT TARIFF

ComEd's Bill Credit Tariff can be found at:

ComEd Rider POGCS:

<https://www.comed.com/SiteCollectionDocuments/MyAccount/MyBillUsage/CurrentRates/Ratebook.pdf>

Sheet No. 344

Ameren's Bill Credit Tariff can be found at:

Ameren Rider NMCS:

<https://www.ameren.com/-/media/rates/files/illinois/aiel30rdnmcs.ashx>

EXHIBIT F

STANDARD DISCLOSURE FORM FOR PROJECT

[Attach project-specific PDF]

EXHIBIT G

PROJECT SUBSCRIBER DATA
 (as provided by Project Subscriber as of the Effective Date)

Project Subscriber (name as shown on Utility account)

Table A	Subscriptions Less than 25kWac				
Utility Service Address (Eligible Address)	Utility Account Number	Electric Choice ID	Meter #	Average Annual Electrical Consumption (AAEC)(kWh)	Subscription Size (kWh)
13 S Gale Rd	6369112222	6368005185	997729389	383870	56073
TOTAL				383,870	56,073



US Solar Floating Commercial SunscriptionSM Agreement

This Floating Commercial SunscriptionSM Agreement (this “**Agreement**”) is entered into by and between United States Solar Services LLC (together with its successors and assignees, “**US Solar**” or “we”) and the subscriber described below (together with any permitted transferees, “**Project Subscriber**” or “you”) (each a “**Party**” and collectively the “**Parties**”) and is effective as of the date signed by the Parties (the “**Effective Date**”).

Project Subscriber:	City of Oregon	US SolarSM:	
Name and Address	Name: City of Oregon Address: 115 N 3 rd Street Oregon, IL 61061 Attn: Darin DeHaan City Manager	Name and Address	United States Solar Services LLC 100 N 6 th Street, Suite 410B Minneapolis, MN 55403 Attention: IL CS Notices
Phone	815-732-6321	Phone	(612) 260-2230
E-mail	ddehaan@cityoforegon.org	E-mail	info@us-solar.com
Utility & Project	ComEd, USS Origami Solar LLC	Approved Vendor:	Equity Solar Illinois LLC
Eligible Address and Account Numbers	See Exhibit G		
Community Solar Allocation	An amount of solar generating capacity (kW) expected to produce approximately up to 309,781 kWh in year one, the Estimate of Subscribed Energy (kWh), which will be allocated among your Eligible Addresses and Account numbers set forth on Exhibit G. As of the Effective Date, the amount of Subscribed Energy estimated for each Eligible Address and Account number is equal to up to approximately 100% of the AAEC for each such Eligible Address and Account number. Project Subscriber’s AAEC for all of the Eligible Addresses and Account numbers set forth in Exhibit G is equal to approximately 714,955 kWh.		

This Agreement sets forth the terms and conditions of your subscription to the community solar garden described in **Exhibit B** (“**Project**”) and installed at the project site described in **Exhibit B** (“**Project Site**”).

The exhibits listed below are incorporated by reference and made part of this Agreement.

- Exhibit A** Definitions
- Exhibit B** Project, Project Site
- Exhibit C** (Reserved)
- Exhibit D** Production Estimate
- Exhibit E** Utility Bill Credit Tariff
- Exhibit F** Standard Disclosure Form for Project
- Exhibit G** Project Subscriber Data

ARTICLE 1 SUBSCRIPTION

1.1 Subscribing to Project Capacity. You are subscribing to the Community Solar Allocation (“**CS Allocation**”) identified for the Project on the front page of this Agreement on the terms and conditions set forth herein. For purposes hereof, each Eligible Address and Account number is its own subscription for purposes of the Program Rules.

1.2 Bill Credit Value. (a) As more fully detailed in the Utility Bill Credit Tariff, and subject to the terms and conditions of this Agreement, as long as you and each relevant account remain eligible under this Agreement, your CS Allocation entitles you to receive a Bill Credit against your monthly retail electrical bill equal to the product of (i) the amount of your Subscribed Energy for each Production Month, and (ii) your applicable Bill Credit Rate. Bill Credits are the dollar amounts paid by the Utility to you as a credit on your retail electric bill to compensate you for your beneficial share of the solar electricity produced by your CS Allocation and delivered to the Utility from the Project.

(b) We make no representation or warranty as to the likelihood that any Bill Credits will create any specific amount of economic benefit at any time or over any period of time or over the Term of this Agreement as a whole, or that the Bill Credits will create a positive economic benefit to you. The estimate of potential benefits contained herein are based on a number of assumptions about estimated Subscribed Energy, Bill Credit Rates, Applicable Laws currently in place, the Utility’s retail electrical rates, your decision to receive your electric bill from an alternative retail electric supplier (or ARES), and a number of other factors beyond the control of US Solar. Any estimate by US Solar herein or elsewhere given to Project Subscriber as to any expected benefit to Project Subscriber from the Bill Credits at any time or over any period of time is purely an estimate based on the information available to US Solar and related assumptions at the time and is not a guarantee that any positive economic benefit will accrue to Project Subscriber from the Bill Credits or that any specific amount of benefits will accrue to Project Subscriber at any time, or over any period of time, or over the Term of the Agreement.

1.3 Bill Credit Rate. The Bill Credit Rate that you will receive is found in the Utility Bill Credit Tariff (as defined in **Exhibit A**) and may be recalculated from time to time by the Utility. Bill Credits are provided by the Utility regardless of your choice to receive services from an ARES instead of from your Utility; however, your choice to receive your electric bill through an ARES could impact your savings. See section 3.7.

1.4 Subscribed Energy. The estimated amount of Subscribed Energy produced by your CS Allocation is set forth in **Exhibit D**. Please note that we make no representation or warranty as to the likelihood that the Project will generate any specific amount of electricity or sufficient electricity so as to create any specific or minimum Bill

Credits to Project Subscriber during any period of time or over the Term of the Agreement as a whole. The production estimate described in Exhibit D is based on a number of assumptions about final Project specifications, expected solar insolation at the Project Site, and performance of the modules and other Project equipment, the accuracy of production estimating software and other factors affecting possible production which are not within the control of US Solar. Circumstances experienced at the Project will deviate from historical data and other assumptions and projections. The actual production of energy of electricity by the Project and delivery of energy, including Subscribed Energy, by the Project is also subject to lack or overabundance of sunlight, other adverse weather, equipment failures, curtailments or outages by the Utility, Force Majeure events (as defined in the Program Agreements), and other events beyond the control of US Solar. The production estimate and any other estimate communicated by US Solar to Project Subscriber of expected energy production from the Project at any time or over any period of time is purely an estimate based on the information available to US Solar at the time and is not a guarantee that any such production will occur or that any particular amount of Subscribed Energy will be received by Project Subscriber at any time or over any period of time, including the Term of this Agreement.

1.5 SunscriptionSM Rate and Payments.

- (a) Your SunscriptionSM Rate for each Production Month will be equal to 85% of the Bill Credit Rate. In other words, the Sunscription RateSM is 15% less than the Bill Credit Rate.
- (b) The monthly payment amount you owe to US Solar (each, a **"SunscriptionSM Payment"**) is equal to the product of (i) your Subscribed Energy produced in a given Production Month, and (ii) your SunscriptionSM Rate.
- (c) SunscriptionSM Payments will be invoiced monthly, beginning the first month after the Project COD, and you agree to make, pursuant to payment instructions set forth in each invoice, the full monthly SunscriptionSM Payment within thirty (30) calendar days of receiving our invoice.
- (d) Interest shall accrue on overdue SunscriptionSM Payments not subject to a good-faith dispute, at rate equal to the lesser of (i) six percent (6.00%) per annum simple interest or (ii) the maximum amount allowed under Applicable Laws.

1.6 No Additional Payments. The SunscriptionSM Payments are the only payments you will be required to make to us for your CS Allocation. There are no other nonrecurring (one-time) charges or recurring (monthly, yearly) charges except as referenced in this section 1.6, and we do not have any right to compel you to pay any additional funds except in connection with Section 5.4 (Taxes) or the events described in Section 6.2 (Sale or Transfer), 10.3 (Cancellation Remedies) and Section 10.4 (Default Remedies). We do not have any right to compel you to advance or pay any additional

funds for the construction or maintenance of the Project or your CS Allocation. No security deposit is required by you under this Agreement.

1.7 Ownership Limitation. Project Subscriber is not purchasing, and US Solar is not selling or transferring to Project Subscriber:

- (a) Any ownership or lien in any specific modules or tangible component of the Project;
- (b) Any ownership or membership interests or rights in US Solar or any entity which owns or may subsequently own the Project (the “**Project Owner**”) or any financial rights or distributions associated with such ownership;
- (c) Any right to any payment by the Utility to US Solar or the Project Owner with respect to the Unsubscribed Energy Tariff;
- (d) Any right to manage, direct, control or operate the Project, US Solar or the Project Owner; or
- (e) Any RECs produced by the Project or any payment by the Utility to US Solar or the Project Owner with respect to the RECs.

1.8 Term. The term of the Agreement (“**Term**”) shall begin on the Effective Date and shall end twenty (20) years after the Project COD unless otherwise provided for in this Agreement.

ARTICLE 2 PROGRAM RULES AND AGREEMENTS

2.1 Program Rules and Agreements. With respect to the Project, US Solar or the Project Owner will enter into Illinois Shines’ standard Program Agreements with the Utility, and be bound by the Program Rules. Among other things, these Program Rules and Program Agreements provide for the following:

- (a) US Solar acting as the Project operator;
- (b) Sale and delivery of all electricity generated by the Project to the Utility, and sale and delivery of all RECs generated by the Project to the Utility or another third party;
- (c) Allocation to subscribers by the Utility of Bill Credits in exchange for delivery by US Solar, or the Project Owner, of the electricity generated by the Project; and
- (d) US Solar ensuring the Project’s compliance with Illinois Shines’ Program Rules and our Sunsubscription Eligibility Requirements per Section 3, below.

ARTICLE 3
ELIGIBILITY, REQUIRED FORMS, AND EXCESS BILL CREDIT PURCHASE

3.1 Sunscription Eligibility Requirements. This Agreement is only available to non-residential customers of the Utility that satisfy US Solar's credit requirements and provide a valid email address for communication with US Solar.

- (a) By executing this Agreement, you represent and warrant that the following statements are true and complete, and you agree to notify us promptly if any of these statements ceases to be true:
- i. your address, account number(s), rate class and annual meter usage listed in Exhibit G are accurate and the customer name on your Utility account is identical to your name as stated on the cover page of this Agreement;
 - ii. you have disclosed and will disclose to us the existence of any on-site generation or other community solar subscription serving your Eligible Address.
- (b) To confirm your eligibility, you must also complete the Required Documentation described in Section 3.3 below.
- (c) All conditions and the continued accuracy of your representations and warranties in this Section 3.1 together constitute the requirements of your participation as a subscriber in the Project ("**Sunscription Eligibility Requirements**"). Your failure to maintain eligibility may result in the Utility not allocating you Bill Credits and/or cancellation per Section 10.1(b)(i).

3.2 Eligibility Data. You acknowledge that the account data contained in **Exhibit G** is complete and accurate and that US Solar may use the data for purposes of confirming your conformance with the Sunscription Eligibility Requirements. You agree to provide US Solar and the Project Owner with any additional information we request to determine, verify, or confirm your eligibility at any time during the Term.

3.3 Required Documentation. In addition to your execution of this Agreement, you must execute additional relevant documents ("**Required Documentation**") upon our request, including:

- i. a Standard Disclosure Form that is specific to you and the Project, which the Program Rules establish as a prerequisite for entering this Agreement. See **Exhibit F** for a copy of the Project's Standard Disclosure Form; and
- ii. any other document reasonably required by the Utility or Program Administrator to effectuate your subscription and maintain compliance with the Program Rules.

You also agree to provide us with any additional information we request to determine, verify, or confirm your eligibility at any time during the Term, and you authorize us to use such information to assist us in confirming your eligibility.

3.4 Authorization to Access Data. You authorize US Solar and the Project Owner to use all eligibility data set forth in **Exhibit G**, and to access and use your energy usage data and electric Utility bills for each Eligible Address for the most recent twenty-four (24) months for the purpose of complying with Program Rules and performing under this Agreement. You authorize US Solar and the Project Owner to receive the following information from the Utility, which is applied to your monthly bill during the term of the subscription: (i) your Bill Credit Rate, (ii) total kWh, and (iii) total monetary credit value.

3.5 Authorization to Allocate Subscription. You authorize US Solar and the Project Owner to allocate your Utility account to the CS Project, and to switch your electric account to billing under the applicable “**Community Solar Garden Tariff**” as permitted by the Program Rules.

3.6 Credit Information. Subject to the confidentiality and privacy provisions of Section 8.1, you agree to provide US Solar with information reasonably necessary for US Solar, the Project Owner, or its Financing Parties to confirm your creditworthiness.

3.7 Excess Bill Credit Purchase. As per the Program Rules, any excess Bill Credits (i.e., Bill Credits in a billing period that exceed the amount you owe the Utility for your electricity supply charge in that period) will be carried forward and credited against all charges by the Utility indefinitely until and unless you terminate utility service, after which any remaining Bill Credits that were carried forward will be cancelled.

Please note: if you opt to receive your electric bill from a method other than Utility Consolidated Billing (UCB), your bill credits may not be applicable to your full electric bill. Therefore, we strongly encourage you to review the value of your Bill Credits versus the costs of your other electric charges before changing your billing method. In any case, you acknowledge and agree that your obligation to make your Subscriber Payments is independent of the amount of your Bill Credits and applies whether you receive electricity supply from an ARES or change billing methods.

ARTICLE 4 US SOLAR RESPONSIBILITIES

4.1 Design and Implementation. We agree to develop, design, finance and construct the Project, including, but not limited to, site acquisition, the filing of interconnection applications and procurement of an Interconnection Agreement with the Utility, the selection and procurement of Project components, and the installation and testing of all Project components.

4.2 Eligibility Compliance. US Solar is responsible for confirming compliance with the Program's eligibility requirements, including verification of the eligibility information you have provided to US Solar.

4.3 Outages. If the Project is out of service for more than three (3) consecutive business days (an "Outage") or such longer period as may be permitted by the Program Rules, we will inform you of such Outage either via email, access to the Subscription Dashboard (if applicable) or another reasonably accessible communications method. Such communication will include any information required by the Program Rules.

ARTICLE 5 FURTHER INFORMATION

5.1 Unsubscribed Energy. Unsubscribed energy will be purchased by the Utility from the Project Owner in accordance with the Unsubscribed Energy Tariff and Applicable Laws.

5.2 Project Insurance, and Long-Term Maintenance Plan. Prior to Project COD, US Solar or another appropriate third party will procure, and for the Term will maintain, insurance coverages of a type and an amount that is standard in the solar industry for projects of similar size and design.

Prior to Project COD, US Solar or other appropriate third party will prepare a long-term maintenance plan, and for the useful life of the Project, that will be substantially consistent with long-term maintenance plans standard in the solar industry for projects of similar size and design.

5.3 Other Agreements and Documents.

- (a) Upon your request we will provide the following when and as available:
 - i. Certificate(s) of insurance; and
 - ii. Long-term maintenance plan.
- (b) We will provide you with any other information that you may request, or that we may be required to deliver, under the Program Rules or the Utility Bill Credit Tariff.
- (c) You agree to sign an acknowledgment of receipt of any such materials.

5.4 Taxes. You recognize that neither we nor the Utility makes any representations or warranties concerning the taxable consequences, if any, to you with

respect to your Bill Credits, your SunsubscriptionSM Payments, or your participation in the Project. You are responsible to either pay or reimburse us for any and all Taxes assessed on the generation, sale, delivery, or consumption of your Subscribed Energy or your Bill Credits.

5.5 Securities Laws. Neither we nor the Utility makes any representations or warranties concerning the implication of any federal or state securities laws with respect to this Agreement or your CS Allocation. Neither this Agreement nor your CS Allocation has been registered under the Securities Act of 1933, as amended, or any state securities laws. Neither US Solar nor the Project Subscriber believes this Agreement or the CS Allocation constitutes a security governed by such laws. Project Subscriber represents and agrees that (i) it is not entering into this Agreement or acquiring the Bill Credits for the purpose of making a market in such interests or trading them on any securities market or equivalent thereof which might fall within the scope of such laws; and (ii) it is not relying on the advice or due diligence efforts of US Solar in entering into this Agreement. You are urged to seek your own professional advice on these matters.

ARTICLE 6 TRANSFERABILITY

6.1 General. This Agreement and your Bill Credits are your personal property. Your ability to continue to receive Bill Credits is dependent upon your continuing compliance with the Sunsubscription Eligibility Requirements and your payment of the SunsubscriptionSM Payments. This Agreement and your right to receive Bill Credits are transferable only as set forth below. This Agreement and your right to receive Bill Credits are not transferable by you, whether voluntarily or by operation of law, at any time when you are in default under this Agreement, unless approved by US Solar.

6.2 Sale or Transfer to Other Eligible Subscribers. You may not sell or transfer this Agreement, or any portion of your CS Allocation to any person or entity without US Solar's prior written consent (not to be unreasonably withheld, conditioned or delayed). It being expressly understood and agreed that any sale or transfer by you to any person or entity who, at the time of the sale or transfer [(x) meets the Sunsubscription Eligibility Requirements and credit requirements for the Project. Any amounts you collect from a transferee in respect of your transfer of this Agreement, or any portion of your CS Allocation, belongs to you. Neither US Solar nor the Project Owner will have any claim or right to any such amounts you may receive.

Without limitation to the foregoing, your sale or transfer of your CS Allocation for the Project is expressly conditioned upon:

- (a) US Solar receiving at least ninety (90) calendar days' prior written notice identifying the prospective purchaser or transferee, providing the physical address at which it takes electric service from the Utility, the Utility account number and all other information needed to determine its eligibility to be a

subscriber, as well as any other subscriptions in the Project or other community solar projects held by the proposed transferee, and any solar facility owned or leased by the proposed transferee at the address associated with the proposed transfer;

- (b) Receipt by US Solar of authorizations from the proposed transferee needed to access their Utility account data, and receipt by US Solar of usage data at the proposed transferee's address needed to calculate its historic electrical usage;
- (c) Determination by US Solar that the proposed transferee meets the Sunsubscription Eligibility Requirements;
- (d) Determination by US Solar that the proposed transferee is eligible to be a Subscriber in the relevant Project and that its participation as a Subscriber will not cause the Project to fail any Eligibility Requirement or otherwise fail to comply with any Applicable Laws or contractual obligations to the Utility. For the avoidance of doubt, the proposed transferee must qualify as a Small Subscriber if the capacity that is being transferred was originally allocated to a Small Subscriber;
- (e) The proposed transferee's (i) express written assumption of this Agreement or execution and delivery of a new subscription agreement with US Solar as to the CS Allocation on the same terms and conditions as this Agreement, including the cure of any prior defaults arising under this Agreement; and (ii) execution of a Standard Disclosure Form or any other document reasonably required by US Solar, the Program Administrator, or the Utility to effectuate the transfer and to maintain compliance with the Program Rules; and
- (f) The proposed transferee meeting our credit requirements.

US Solar shall notify the Utility of any such transfer so that the Utility may change the applicable subscriber benefits to apply to the transferee's retail Utility electric account.

6.3 Relocation/Sale of Eligible Address.

- (a) If during the Term you move from an Eligible Address and are no longer the Utility account-holder at that address, you may transfer all or part of your CS Allocation to another Eligible Address of yours (new or existing) conditioned on the following:
 - i. You provide us with at least one hundred and twenty (120) calendar days' notice of such transfer; and
 - ii. We determine that the new address, including the prior electrical usage at that address, will allow for the transferred CS Allocation to continue to meet the Sunsubscription Eligibility Requirements.

- (b) If during the Term you move from or sell an Eligible Address and are no longer the Utility account-holder at that address, and you are not relocating to a new Eligible Address or do not have sufficient subscription capacity at another Eligible Address, before moving you must either:
 - i. Sell or transfer the relevant portion of your CS Allocation in accordance with Section 6.2. If requested by you, we will use commercially reasonable efforts for up to one hundred eighty (180) calendar days to assist you in this process; or
 - ii. Cancel the relevant portion of your CS Allocation pursuant to Section 10.1 (a)(ii) or (iii) below.
- (c) You are obligated to maintain compliance with the Sunscription Eligibility Requirements and to notify us if you plan to be out of compliance. You acknowledge that your failure to maintain compliance with the Sunscription Eligibility Requirements may result in the Utility not paying you Bill Credits and our cancellation of the relevant CS Allocation.
- (d) This Agreement confers to us no right to interfere with, or require our consent to, your sale or transfer of your real property.

6.4 Reallocation. Notwithstanding anything to the contrary herein or in any other agreement, US Solar reserves the right, at its option and in its sole discretion, to assign all or a portion of your CS Allocation among one or more systems that meet and satisfy the Program eligibility requirements and from which you are eligible to receive all or such portion of CS Allocation in accordance with the Program. In the event that US Solar re-allocates all or a portion of your CS Allocation to a different project, the Parties agree to modify any terms of this Agreement as necessary to effectuate or reflect the details of such assignment(s), including, without limitation, such modifications to Exhibit B to reflect the new Project. US Solar will provide you with reasonable notice of any such assignment and re-allocation. To effectuate such assignment and re-allocation, US Solar will provide you with revised copies of Exhibit B and Exhibit D, as applicable. Upon receipt of such revised Exhibits, the Agreement will be deemed to incorporate such revised Exhibits without further action by the Parties.

ARTICLE 7 ASSIGNMENTS; FINANCING

7.1 Assignment. We may, without your prior consent, in whole or in part, (i) assign, mortgage, pledge or otherwise collaterally assign our interests in this Agreement and the Project to any Financing Party, (ii) directly or indirectly assign this Agreement and the Project to the Project Owner, an affiliate or subsidiary of ours or any third party acquiring the Project or the Project Owner, (iii) assign this Agreement and the Project to any entity through which we are obtaining financing or capital for the Project, and (iv) assign this Agreement and the Project to any person succeeding to all or substantially all of our assets. In the event of any such assignment (other than a collateral assignment),

we shall be released from all our liabilities and other obligations under this Agreement (only upon assumption of our obligations hereunder by the assignee). However, any assignment of our rights and/or obligations under this Agreement shall not result in any change to your rights and obligations under this Agreement. For the avoidance of doubt, any subsequent assignee of US Solar may assign its interest at any time, and without your consent, to another person or another Financing Party in accordance with the terms of this Agreement. If the Financing Party or its successor becomes the owner of our interest by foreclosure or otherwise, it may sell or transfer that interest to any third party without your consent.

7.2 Changes. You acknowledge that we may obtain construction and long-term financing from one or more Financing Parties. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with any assignment by us (or the Financing Parties, as described herein), you agree to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Financing Parties.

7.3 Notice and Opportunity to Cure. You may not terminate or suspend your performance due to our Event of Default unless you have given the Financing Parties prior written notice of your intent to so terminate or suspend this Agreement. In your notice you will describe the circumstances giving rise to our default and provide the Financing Parties with the opportunity to cure the default within thirty (30) calendar days after receipt of such notice or any longer period provided for in this Agreement. If our default reasonably cannot be cured by the Financing Parties within the period provided and the Financing Parties commence and pursue to cure of such default within that period, the period for cure will be extended for a reasonable period of time under the circumstances, but not to exceed an additional sixty (60) days. The Parties' respective obligations under this Agreement will otherwise remain in effect during the cure period. If the Financing Parties or an assignee (including any buyer or transferee) acquires title to or control of our assets and within the applicable time periods cures all defaults under this Agreement existing as of the date of such change in control in the manner required by this Agreement and which are capable of cure by a third party or entity, then such Financing Parties or third party transferee will no longer be in default under this Agreement, and this Agreement will continue in full force and effect.

ARTICLE 8 PRIVACY; CONFIDENTIALITY; PUBLICITY

8.1 Subscriber Data. US Solar will not disclose your Utility account information, energy usage data, Bill Credits, or any other personal information (collectively, "**Project Subscriber Data**") to any person except to (i) the Utility, to the extent required by Applicable Laws for the purpose of maintaining the Project, your eligibility to subscribe to the Project, and your CS Allocation and Bill Credits; (ii) accountants or attorneys of US

Solar to the extent necessary for them to render advice or perform professional services associated with the Project or this Agreement; (iii) advisors, affiliates, agents, or representatives of US Solar (including, without limitation, any third party customer management service provider) to the extent necessary for them to render advice or perform professional services associated with the Project or this Agreement, but only if such disclosure is subject to the obligation or agreement of the recipient in writing to keep such Project Subscriber Data confidential on substantially the same terms as those set forth herein; (iv) to actual or potential Financing Parties or Project Owners to confirm your eligibility; or (v) as otherwise required by Applicable Laws or pursuant to an order of a court or other governmental authority having jurisdiction over the matter. US Solar shall comply with all Applicable Laws with respect to privacy and non-disclosure of consumer or financial data. A copy of US Solar's data privacy policy shall be provided to you upon your request.

8.2 Confidential Information of US Solar. Certain information and data provided by US Solar with respect to the Project or other aspects of US Solar's business may be designated by US Solar as confidential and proprietary information (collectively, "**US Solar Data**"). You agree not to share any US Solar Data with any other Person, including, but not limited to, any other developer of community solar projects or anyone otherwise competing with US Solar, except that Project Subscriber may share such US Solar Data with (i) with Project Subscriber's accountants or attorneys for the purposes of assessing whether to enter into this Agreement and for tax filings and similar purposes, but only if such disclosure is subject to the obligation or agreement of the recipient in writing to keep such US Solar Data confidential; or (ii) as otherwise required by Applicable Laws. US Solar designates this Agreement as "US Solar Data" in this respect.

8.3 Publicity. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement or related to Project Subscriber's participation in the Project, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Notwithstanding the foregoing, the Project Subscriber agrees that US Solar can use Project Subscriber's logos in their respective marketing materials.

ARTICLE 9 DISPUTE RESOLUTION

9.1 Program Disputes.

- (a) Any dispute or question which you have with respect to the application by the Utility of the Bill Credits to your retail electric bill, in particular the applicable Bill Credit Rate that the Utility or an ARES used to determine the amount of your Bill Credits, shall be directed by you to the Utility or ARES for resolution. You may request that US Solar assist you in this respect.

You acknowledge that your obligation to make your SunsubscriptionSM Payments is independent of the amount of your Bill Credits.

- (b) Any issue or dispute identified by you with respect to the Utility's actions with respect to the Project or the Bill Credits other than as described in Section 9.1(a) shall be referred to US Solar. If the dispute or question is not resolved to the Project Subscriber's satisfaction, you have the right to refer the issue directly to the Program Administrator at admin@illinoisshines.com or 877-783-1820. If you wish to contact the Illinois Commerce Commission (the "Commission"), you may do so at the following phone number: 800-524-0795. Or you may visit the Commission website at : www.icc.illinois.gov. You also may contact the Illinois Power Agency ("IPA") at 312- 793-0263, or 866-846-5276. The IPA's website address is: <https://www2.illinois.gov/sites/ipa/Pages/default.aspx>.

9.2 Disputes between Parties.

- (a) The Parties shall attempt in good faith to resolve all disputes arising in connection with the interpretation or application of the provisions of this Agreement or in connection with the determination of any other matters arising under this Agreement by mutual agreement.
- (b) Any dispute or issue a Party may have arising from or related to this Agreement, which are not resolved by communications between Project Subscriber and US Solar representatives in person, over the phone, or electronically shall be submitted to the other Party in writing. Each Party shall assign an officer or senior management executive to address or negotiate a resolution with the other Party. The Parties agree to attempt to reach a resolution of such dispute within ten (10) calendar days or such longer period as the Parties may agree.
- (c) We shall perform any calculation called for hereunder and do so in a commercially reasonable manner and in accordance with industry accepted standards. Any dispute regarding the results of any such calculation shall be resolved by having an independent consultant having nationally recognized credentials, such as Navigant Consulting, Inc. or Leidos, Inc., perform the calculation at the disputing Party's expense. Such consultant's results shall be binding on the Parties absent manifest error.
- (d) During the pendency of any dispute hereunder, the Parties shall continue to perform their respective obligations under this Agreement.

- (e) Any dispute arising from or relating to this Agreement not resolved by the Parties under Section 9.2(a)-(b) above shall be arbitrated in Chicago, IL, or such other location in Illinois mutually agreeable to the Parties. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration.

ARTICLE 10
CANCELLATION EVENTS; EVENTS OF DEFAULT; REMEDIES

10.1 Cancellation Events.

- (a) You may cancel all or part of your CS Allocation relating to the Project to the extent that:
- i. The Project becomes ineligible to participate in Illinois Shines during the Term, and additional capacity in another project owned by US Solar or its affiliates does not exist;
 - ii. Prior to the fifth (5th) anniversary of the COD of the Project, you become aware that, due to relocation, or other material changes, your CS Allocation will no longer satisfy the Subscription Eligibility Requirements and you elect not to sell or transfer, or cannot sell or transfer on the same terms and conditions, your CS Allocation to another eligible Utility customer that meets the Subscription Eligibility Requirements;
 - iii. From and after the fifth (5th) anniversary of the COD of the Project, you become aware that, due to relocation or other material changes, your CS Allocation will no longer satisfy the applicable Eligibility Requirements and you elect not to sell or transfer, or cannot sell or transfer on the same terms and conditions, your CS Allocation to another eligible Utility customer that meets the Subscription Eligibility Requirements.
 - iv. Prior to the fifth (5th) anniversary of the COD of the Project, you elect for any other reason to cancel all or part of your CS Allocation;

To cancel under this clause (iv) you must deliver written notice to us at least 180 days prior to (but no more than 210 days prior to) the date you wish such cancellation to be effective, which notice must set forth the portion of your CS Allocation to be cancelled. During such notice

period, you will continue making such SunsubscriptionSM Payments as would have been payable by you had no cancellation occurred.

v. From and after the fifth (5th) anniversary of the COD of the Project, you elect for any other reason to cancel all or part of your CS Allocation;

To cancel under this clause (v) you must deliver written notice to us at least 180 days prior to (but no more than 210 days prior to) the date you wish such cancellation to be effective, which notice must set forth the portion of your CS Allocation to be cancelled. During such notice period, you will continue making such SunsubscriptionSM Payments as would have been payable by you had no cancellation occurred.

- (b) We may cancel all or part of your CS Allocation relating to the Project to the extent that:
- i. You fail to meet the Sunsubscription Eligibility Requirements (other than US Solar's credit requirements) at any time during the Term;
 - ii. Your CS Allocation is transferred by operation of law as defined in Section 10.7 to an ineligible person or entity and is not sold to an Eligible Transferee within the time provided;
 - iii. Prior to the start of Project construction, we are not able to confirm your creditworthiness;
 - iv. Prior to the start of Project construction, we determine to terminate the development of the Project; or
 - v. We elect for any other reason to cancel or terminate all or part of your CS Allocation.
- (c) Cancellation under Sections 10.1(a)(i) or 10.1(b)(iii) or (iv) will be effective upon delivery of written notice by the cancelling Party to the other Party. Cancellation under Sections 10.1(a)(ii), (iii) or 10.1(b)(i), (ii) or (v) will be effective one hundred and eighty (180) days after written notice by the cancelling Party to the other Party. During such one hundred and eighty (180) day period, you will continue making such SunsubscriptionSM Payments as would have been payable by you had no cancellation occurred. All cancellation notices shall include a description of the circumstances giving rise to the Cancellation Event and the specific portion of CS Allocation canceled.

- (d) Per the Program Rules, you may rescind this Agreement within three calendar days of signing this Agreement, by providing us with written notification of the same.

10.2 Events of Default. Each of the following events shall be an Event of Default under this Agreement:

- (a) A Party breaches any material representation or warranty or fails to perform a material obligation set forth in this Agreement and does not cure such breach or failure within thirty (30) calendar days of written notice of the breach from the non-defaulting Party.
- (b) With respect to Project Subscriber, failure to make any SunscriptionSM Payment when due, and failure to cure the default within ten (10) business days after written notice of such failure from US Solar.

10.3 Cancellation Remedies.

- (a) In the case of a cancellation pursuant to Sections 10.1(a)(i), or 10.1(b)(iii), (iv) or (v), you will owe nothing with respect to the amount of CS Allocation cancelled.
- (b) In the case of a cancellation pursuant to Sections 10.1(a)(ii), (iii), (iv) or (v) or 10.1(b)(i) or (ii) (each, a “**Covered Cancellation Event**”), you will be responsible for paying the Cover Cost Amount, if any, with respect to the amount of CS Allocation cancelled, subject to the following:

We will use commercially reasonable efforts for up to sixty (60) days after such cancellation (“**Cancellation Replacement Period**”) to secure one or more Eligible Transferee who will subscribe to the entire cancelled portion of your CSG Allocation at no less than your SunscriptionSM Rate. If we are successful, your Cover Cost Amount will be zero. To the extent during the Cancellation Replacement Period we are unsuccessful in securing one or more Eligible Transferees who will subscribe to the entire cancelled portion of your CS Allocation, the Unsubscribed Energy rate provided for in the CS Tariff will be used in lieu of a transferee SunscriptionSM Rate for purposes of determining the Cover Cost Amount under clause (b) of the definition of Cover Cost Amount.

- (c) At the end of the Cancellation Replacement Period, we will determine the Cover Cost Amount and other amounts owing by you and provide you

written notice of same. That amount will become due and payable by you within ten (10) business days of your receipt of this notice.

- (d) If you cancel less than all of your CS Allocation, after paying the Cover Cost Amount, your remaining SunsubscriptionSM Payments will reflect your appropriately reduced CS Allocation.
- (e) Upon cancellation of the entire CS Allocation, we may terminate this Agreement in its entirety.

10.4 Default Remedies. In the event a defaulting Party fails to cure an Event of Default within the applicable cure period, the non-defaulting Party may:

- (a) With respect to an Event of Default by Project Subscriber:
 - i. We may terminate this Agreement immediately by notifying you in writing.
 - ii. We may direct the Utility to remove you as a subscriber with respect to the Project, and you will no longer receive Bill Credits associated with the CS Allocation.
 - iii. You will owe the Cover Cost Amount (defined in Exhibit A), if any.
 - 1. We will use commercially reasonable efforts for sixty (60) calendar days after your Event of Default (“**Default Replacement Period**”) to secure one or more Eligible Transferees who will subscribe to your entire CS Allocation at no less than your SunsubscriptionSM Rate. If we are successful, your Cover Cost Amount will be zero.
 - 2. To the extent during the Default Replacement Period we are unsuccessful in securing one or more Eligible Transferees who will subscribe to your entire CS Allocation, the Unsubscribed Energy Tariff rate will be used in lieu of a transferee SunsubscriptionSM Rate for purposes of determining the Cover Cost Amount.
 - iv. You will owe an amount equal to the SunsubscriptionSM Payments that would have been payable by you during the Default Replacement Period absent the Event of Default.
 - v. At the end of the Default Replacement Period, we will determine the Cover Cost Amount and other default-related amounts owing by you and provide you with written notice of same. These amounts will become due and payable immediately by you upon your receipt of this notice.

- vi. You will be responsible for reimbursing us for any costs we reasonably incurred in attempting to identify an Eligible Transferee and in the execution of related documentation.
 - vii. Upon termination of this Agreement, we shall have no further obligations to you hereunder.
- (b) With respect to an Event of Default by US Solar:
- i. Prior to the Project COD, you may terminate this Agreement at any time by notifying us in writing.
 - ii. After the Project COD, you may terminate this Agreement only if our default results in your CS Allocation not producing any Subscribed Energy for one hundred eighty (180) consecutive calendar days or more.
 - iii. Upon termination, you shall have no further obligation to us except for obligations arising or accruing prior to termination.

10.5 No Consequential Damages. No Party shall be liable to the other Party for any indirect, special, punitive, exemplary, incidental, or consequential damages, whether arising in contract, tort, under statute, or in equity, and each Party waives its rights to any such damages. In no event will the Cover Cost Amount constitute, or be deemed to constitute, indirect, special, punitive, exemplary, incidental, or consequential damages.

10.6 No Warranty; Exclusive Remedies; Limitation of Liability. NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. The remedies set forth in this Agreement shall be the Parties' sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise. Notwithstanding anything to the contrary herein, US Solar's total liability under this Agreement will in no event exceed the aggregate of all payments made by Project Subscriber hereunder during the preceding twenty-four month period in which the initial claim arose.

10.7 Involuntary Transfers. Upon transfer of title or control of the Eligible Address or your CS Allocation, or portion thereof, due to bankruptcy, foreclosure or operation of law for other reasons, you or the transferee must notify US Solar immediately. During any period of time in which a trustee, receiver, or creditor is in possession of the Eligible Address and assumes responsibility as the Utility account holder at the Eligible Address,

such transferee shall be deemed to have succeeded to your rights and obligations under this Agreement at the Eligible Address during the period of its possession. Upon the transfer of title to the property at the Eligible Address and the CS Allocation to a creditor or other third party, the transferee shall notify US Solar of the transfer. If the transferee(s) meet all relevant Sunsubscription Eligibility Requirements, the transfer shall be treated as a sale or transfer of the CS Allocation to such transferees upon completion of the conditions set forth in Section 6.2. If the transferee does not meet the transfer conditions, then the transferee(s) shall be required immediately to sell or transfer the CS Allocation or applicable portion to an eligible buyer in accordance with Section 6.2.

ARTICLE 11 MISCELLANEOUS

11.1 Notices.

- (a) Notices, or other documents required or permitted by this Agreement must be given by personal delivery, reputable overnight courier, email, or U.S. certified mail postage prepaid and shall be sent to the respective parties at the address listed on the first page of this Agreement. Notice shall be deemed delivered (i) the day of delivery, if delivered by hand during the receiving Party's regular business hours or by e-mail before or during the receiving Party's regular business hours, (ii) upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier, and (iii) on the fourth business day after deposit in the U.S. mail if sent by certified mail. Any Party may change the address for notice by notice to the other Party.

- (b) If we assign, sell, or transfer this Agreement to another party, we will notify you of any change to the address or phone number for questions or complaints;

11.2 Force Majeure. If US Solar's performance of this Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of "Force Majeure" (as defined in the Program Agreements), upon giving notice to Subscriber, US Solar shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. US Solar shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed.

11.3 No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or liability to, any person not a Party to this Agreement. Excepting the rights of Financing Parties and assignees expressly provided for herein, no provision of this Agreement is intended to nor shall it in

any way provide any rights to any third party or inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a Party to this Agreement.

11.4 Entire Agreement; Amendments. It is mutually understood and agreed that this Agreement, and the Exhibits attached hereto, constitutes the entire agreement between Project Subscriber and US Solar and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representations or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. Except as provided in Exhibit D, this Agreement may not be amended except in a writing executed by both parties. Upon your request, we agree to amend Exhibit G at any time following the Project COD in order to remove any Eligible Addresses and Account numbers to which a portion of Estimate of Subscribed Energy has not been allocated. In addition to the foregoing, the Parties agree that, if Project Subscriber has designated an authorized person(s) in writing for such purpose, we may, upon written request by such authorized person(s) (email being sufficient), update Exhibit G of this Agreement to add or delete accounts and meters in accordance with Project Subscriber's request and without the need for an amendment executed by both Parties; provided that any such addition or deletion shall be memorialized in writing and delivered to Project Subscriber and the addition or deletion of accounts and meters does not reduce the overall kW allocated to Project Subscriber's meters and accounts.

11.5 Governing Law. This Agreement is made in Illinois and shall be governed by the laws of the State of Illinois.

11.6 References to Program Documents. This Agreement contains summaries of, and makes reference to, certain provisions of the Program Agreements and Program Rules. While we believe these summaries and references to be accurate and fair, any conflict between such summaries and references shall be resolved in favor of the relevant provisions contained in the Program Agreements and Program Rules. You are urged to review these documents.

11.7 Waiver. Neither Party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

11.8 Relationship of Parties. The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between the Parties or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. US Solar and Project

Subscriber shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

11.9 Severability. Should any provision of this Agreement be or become void, illegal or unenforceable, the validity or enforceability of the other provisions of the Agreement shall not be affected and shall continue in full force. The Parties will, however, use commercially reasonable efforts to agree on the replacement of the void, illegal or unenforceable provisions with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and the Agreement as a whole.

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

11.11 Signatures. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes.

(SIGNATURE PAGES TO FOLLOW)

City of Oregon

United States Solar Services LLC

Signature:

Signature:

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

DEFINITIONS

1. **AAEC.** For each of the Eligible Addresses and Account numbers set forth on Exhibit G, the average annual electricity consumption (net of any other distributed generation resources serving a relevant address) over the prior twenty-four (24) months.
2. **Actual Savings.** The amount of Bill Credits you received during the applicable period, less the amount of Sunsubscription Payments you paid under this Agreement during such period.
3. **Applicable Laws.** Any law, statute, rule, regulation, ordinance, order (including orders issued by the ICC or IPA), tariff, judgment, or other legally binding restriction or ruling issued by a governmental authority which is applicable to the Project, US Solar, community solar project subscribers, community solar projects or this Agreement.
4. **Alternative Retail Electric Supplier.** An entity licensed by the Illinois Commerce Commission under Article XVI of the Illinois Public Utilities Act (220 ILCS 5/16-101 et seq.) to engage in the sale of electric power and energy to retail customers via the Illinois competitive electricity supply market.
5. **Ameren.** Ameren Illinois Company, or any successor thereto.
6. **Bill Credit.** A dollar amount paid by the Utility as a credit on the Project Subscriber's retail electrical bill to compensate the Project Subscriber for the photovoltaic electricity produced by the Project Subscriber's CS Allocation and delivered by the Project to the Utility.
7. **Bill Credit Rate.** A dollar amount per kilowatt-hour equal to the Utility's Total Price to Compare for the applicable Production Month, as established by the Utility Bill Credit Tariff.
8. **Cancellation Event.** One or more event described in Section 10.1(a)-(b).
9. **ComEd.** Commonwealth Edison Company, or any successor thereto.
10. **Community Solar Garden Tariff.** The appropriate, and applicable community solar garden tariff, published by the appropriate Utility supplying electricity to your account/premises.
11. **Cover Cost Amount.**

- a. With respect to an Event of Default by you, the positive difference, if any, of:
 - i. the net present value (using a discount rate of 4%) of the Projected Subscriber Payments by you over the Term post default, had this Agreement remained unchanged with respect to your entire CS Allocation for the entire Term (plus any other amounts previously accrued and owed by you); minus
 - ii. the net present value (using a discount rate of 4%) of the projected payments to be made by an Eligible Transferee (or, as applicable, by the Utility under the Unsubscribed Energy Tariff for the portion of your CS Allocation not transferred) with respect to the entire CS Allocation over the remaining Term.
- b. With respect to a Covered Cancellation Event pursuant to Sections 10.1(a)(ii) or (iv) or 10.1(b)(i) or (ii), the positive difference, if any, of:
 - i. the net present value (using a discount rate of 4%) of the Projected Subscriber Payments by you over the Term post-cancellation with respect to the cancelled portion of your CS Allocation, had this Agreement remained unchanged for the entire Term (plus any other amounts previously accrued and owed by you); minus
 - ii. the net present value (using a discount rate of 4%) of the projected payments to be made by an Eligible Transferee (or, as applicable, by the Utility for the Unsubscribed Energy Tariff associated with the portion of your CS Allocation not transferred) with respect to the cancelled portion of your CS Allocation over the remaining Term.
- c. With respect to a Covered Cancellation Event pursuant to Section 10.1(a)(iii), an amount equal to your Actual Savings for the twenty-four (24) month period occurring immediately prior to the date you delivered your cancellation notice pursuant to Section 10.1(a)(iii).
- d. With respect to a Covered Cancellation Event pursuant to Section 10.1(a)(v), an amount equal to your Actual Savings for the forty-eight (48) month period occurring immediately prior to the date you delivered your cancellation notice pursuant to Section 10.1(a)(v).

12. Eligible Address. A subscriber's Utility service address that receives electrical service from the Utility.

13. Eligible Transferee. A person or entity who meets the Subscription Eligibility Requirements and meets the conditions set forth in Section 6.2(a)-(f).

14. **Estimate of Subscribed Energy.** The amount of kWhs for each Production Year Range set forth in Exhibit D.
15. **Financing Party.** A person or persons providing construction or permanent financing in connection with construction, ownership, operation and maintenance of the Project, or if applicable, any person to whom the ownership interest in the Project has been transferred, subject to a leaseback of the Project from such person.
16. **Illinois Commerce Commission (ICC).** The State agency primarily charged with regulating public utilities in Illinois, as well as approving aspects of the Illinois Shines program. The ICC can be contacted at 1-800-524-0795 (Consumer Services Division) or www.icc.illinois.gov/about/contact-us.
17. **Illinois Power Agency (IPA).** The State agency primarily charged with administering the procurement of renewable energy resources to meet Illinois' renewable energy portfolio standard, in addition to procuring electric power supply for eligible retail customers of electric utilities and other responsibilities. The IPA can be contacted at (877)783-1820, admin@illinoisshines.com or <https://illinoisshines.com/consumer-complaint-center/>.
18. **Illinois Shines (aka Adjustable Block Program).** A program established under Illinois Public Act 99-0906 to facilitate the development of new community solar and distributed photovoltaic generation in Illinois.
19. **Interconnection Agreement.** An agreement with the Utility to interconnect the Project to the Utility's distribution system.
20. **JAMS.** JAMS, formerly known as Judicial Arbitration and Mediation Services, Inc.
21. **Program Administrator.** The IPA's designee responsible for running day to day operations of the Adjustable Block Program. As of the Effective Date, Energy Solutions is the designated Program Administrator.
22. **Program Agreements.** The Interconnection Agreement and Renewable Energy Credit agreement associated with the Project.
23. **Program Rules.** The Adjustable Block Program guidebook, Utility Bill Credit Tariff, Unsubscribed Energy Tariff, requirements for approved vendors, marketing guidelines issued by the IPA, and program related documents provided by the Utility.
24. **Production Month.** The calendar month during which Subscribed Energy is produced by the Project and delivered to the Utility.

25. **Production Year.** Each period of twelve consecutive months during the Term, with the first Production Year commencing on the Project COD and each subsequent Production Year commencing on the applicable anniversary of the Project COD.
26. **Project COD.** The Project's initial date of commercial operation.
27. **Projected Subscriber Payments.** For each year of the remaining Term of this Agreement, the product of (1) the Sunsubscription Rate for such year and (2) the Estimate of Subscribed Energy for such year.
28. **Renewable Energy Credit.** The environmental attributes represented by 1 MWh of electricity generated by a renewable generator.
29. **Small Subscriber.** A commercial customer with a subscription sized below 25 kW_{ac}.
30. **Subscribed Energy.** The electricity generated by the Project attributable to your CS Allocation and delivered to the Utility on or after Project COD.
31. **SunsubscriptionSM Dashboard.** A web-based portal showing the production and other relevant information for your project.
32. **SunsubscriptionSM Rate.** A dollar amount per kilowatt-hour with respect to the Subscribed Energy produced by Project Subscriber's CS Allocation, as set forth in Section 1.5(a), used for determining Project Subscriber's SunsubscriptionSM Payments.
33. **Taxes.** Any federal, state, or local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, or transaction tax, other taxes, regulatory fees, surcharges, or other similar charges, but does not include any income taxes imposed on US Solar for payments made by you and received by us under this Agreement.
34. **Total Price to Compare.** The rate or rates published by the Illinois Commerce Commission for energy supply for eligible customers receiving supply service from the electric utility, and shall include energy, capacity, transmission, and the purchased energy adjustment.
35. **Unsubscribed Energy Tariff.** The tariff setting forth the compensation rate for unsubscribed energy, ComEd "Rider POG" or Ameren "Rider QF", as applicable, as amended or updated and any successor thereto.
36. **Utility.** The default electricity provider for the Project Subscriber's service address, ComEd or Ameren, as applicable.

37. **Utility Bill Credit Tariff.** The tariff setting forth the bill credit for each customer class, ComEd “Rider POGCS” or Ameren “Rider NMCS as amended or updated and any successor thereto. See Exhibit E, below.

38. **Utility’s Rate Tariff.** ComEd’s “Schedule of Rates for Electric Service”, as amended or updated and any successor thereto, which, as of the Effective Date, is available at <https://www.comed.com/SiteCollectionDocuments/MyAccount/MyBillUsage/CurrentRates/Ratebook.pdf> Ameren’s “Electric Service Schedule”, as amended or updated and any successor thereto, which, as of the Effective Date, is available at <https://www.ameren.com>

EXHIBIT B
PROJECT SITE

Project Name	Project Location	Utility
USS Origami Solar LLC	5154 Holly Rd. Fulton, IL, 61252	ComEd

EXHIBIT C

RESERVED

EXHIBIT D

PRODUCTION ESTIMATE

The 20-year production estimate as of the date this Exhibit was delivered for USS **Origami Solar** LLC is set forth below (assuming an annual degradation of 0.5%). This production estimate of production is determined using PVsyst, an industry standard solar production modeling tool, using publicly available historical data for solar resources at the site of the Project, the manufacturer’s specifications for production capability of the solar modules, and a reduction for estimated losses for Project usage and conversion, transmission, and transformation of the electricity generated by the Project. This estimate is based on information available to us at the time and is not a guarantee. US Solar shall have the right to unilaterally amend this Exhibit D from time to time by delivering a revised Exhibit D to Project Subscriber, which updates will amend the Project Production Estimates and the Estimate of Subscribed Energy based on then current Project specifications.

Year	Project Production Estimate (kWh)	Estimate of Subscribed Energy (kWh)
1	9,564,700	309,781
2	9,516,877	308,232
3	9,469,292	306,691
4	9,421,946	305,157
5	9,374,836	303,632
6	9,327,962	302,114
7	9,281,322	300,603
8	9,234,915	299,100
9	9,188,741	297,604
10	9,142,797	296,116
11	9,097,083	294,636
12	9,051,598	293,163
13	9,006,340	291,697
14	8,961,308	290,238
15	8,916,501	288,787
16	8,871,919	287,343
17	8,827,559	285,907
18	8,783,422	284,477
19	8,739,504	283,055
20	8,695,807	281,639

Date Exhibit was delivered: Effective Date

EXHIBIT E

UTILITY BILL CREDIT TARIFF

ComEd's Bill Credit Tariff can be found at:

ComEd Rider POGCS:

<https://www.comed.com/SiteCollectionDocuments/MyAccount/MyBillUsage/CurrentRates/Ratebook.pdf>

Sheet No. 344

Ameren's Bill Credit Tariff can be found at:

Ameren Rider NMCS:

<https://www.ameren.com/-/media/rates/files/illinois/aie130rdnmcs.ashx>

EXHIBIT F

STANDARD DISCLOSURE FORM FOR PROJECT

[Attach project-specific PDF]

EXHIBIT G

PROJECT SUBSCRIBER DATA
(as provided by Project Subscriber as of the Effective Date)

Project Subscriber (name as shown on Utility account)

Table A		Subscriptions Less than 25kWac			
Utility Service Address (Eligible Address)	Utility Account Number	Electric Choice ID	Meter #	Average Annual Electrical Consump tion (AAEC)(k Wh)	Subscription Size (kWh)
13 Gale St.	3995659000	3990338979	141651901	12,025	12025
834 Fairground	4165022222	4167432007	140011737	752	752
Well 2 115 N 3rd St.	9496615000	9491058448	230128741	77640	55064
13 S Gale Rd	6369112222	6368005185	997729389	383870	55064
809 S 13th St.	2210612222	2212647265	230090469	82200	55064
809 S 13th St 01	7898412222	7897020398	230090402	81720	55064
809 S 13th St 02	8546812222	8546309718	140300428	19836	19836
2319 IL RT 2 S	9576301111	9572086060	140017838	2779	2779
Lift Station 309 Smith Dr.	6648782000	6641380700	272143869	497	497
0 Webster St & 10th St(Lhs Cage)	7284714000	7281851806	140011725	4519	4519
0 Rt 64	0017144000	0013950762	093816180	2484	2484
0 RT 64	5375355000	5377740848	090200674	778	778
0 N 10th St	2621895000	2620767036	140031209	609	609
Street Lighting 111 N 3rd St.	4736612222	4733611021	272975363 ,27297919 1	12451	12451
104 N 5th St Lite R25	224632000	221743021	273152519	9166	9166
115 S 3rd St. Lite, metered Strt Lghts	9752593000	9752683936	273155299	11364	11364
501 W Wahington St Lite Rt/25, Metered	4633417000	4635888333	273155466	12265	12265
TOTAL				714,955	309,781



*** OFFICIAL PROCLAMATION ***

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

WHEREAS Arbor Day is now observed throughout the nation and the world, *and*

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, _____, Mayor of the City of _____, do hereby proclaim _____ as **ARBOR DAY** In the City of _____, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS _____ day of _____,

Mayor _____



PROCLAMATION

A PROCLAMATION OF THE CITY OF OREGON HONORING THE 125TH ANNIVERSARY OF THE VFW

WHEREAS, we celebrate the 125th anniversary of the VFW, who through the years, has helped the combat Veterans of the Nation; and

WHEREAS, they have done this by helping Veterans with disabilities, helping families of deceased veterans by founding the VFW National Home for children and families, and providing support to veterans seeking housing; and

WHEREAS, the VFW provides support to the local communities they reside in through scholarship programs, youth education programs, community service projects, funeral services for local Veterans, and various grant programs; and

WHEREAS, the VFW National Legislative Service continues to advocate for veterans benefits at local, state, and national levels; and

WHEREAS, the City of Oregon recognizes the valuable contributions to the community made by the VFW and its members; and

NOW, THEREFORE, I, Ken Williams, Mayor of the City of Oregon do proclaim, that the City of Oregon officially recognizes the VFW on their 125th Anniversary.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Oregon, to be affixed this 8th day of October 2024.

Ken Williams, Mayor

ATTEST:

Clerk



Our Mission: To foster an environment of economic growth and opportunity through effective partnerships with our citizens, businesses, and visitors while maintaining a high standard for quality of life in a progressive community which embraces its heritage.

CITY OF OREGON CITY COUNCIL MEETING AGENDA MEMORANDUM

To: City Council
From: Darin DeHaan, City Manager

Subject: Brush Pick Up

Action Requested: Approval Discussion Information Only

Meeting Date: 10/8/2024

Executive Summary:

- 1) Staff has advised me that they are seeing an increase in large tree and bush removals that are placed on the terrace for pick up by the city. I feel we need to give some clearer guidelines for residents going forward.
- 2) We are also going to every other week for yard waste pick up with our new contract. I think it warrants looking at restricting how soon yard waste can be set out? Do we want to restrict yard waste being put out more than 5 days before it's picked up by Midwest Disposal?

Discussion:

Current and suggested guidelines are attached. I'm looking forward to your perspective on this program change. We would change this language for next year.

<https://cityoforegon.org/resident-information/garbagerecycling/>

Respectfully submitted,

Darin DeHaan

Mayor: Ken Williams
City Manager: Darin DeHaan
City Clerk: Cheryl Hilton
City Attorney: Paul Chadwick
Chief of Police: Matt Kalnins

Council Member: Terry Schuster
Council Member: Kurt Wilson
Council Member: Melanie Cozzi
Council Member: Tim Krug
Director of Public Works: Bill Covell



Our Mission: *To foster an environment of economic growth and opportunity through effective partnerships with our citizens, businesses, and visitors while maintaining a high standard for quality of life in a progressive community which embraces its heritage.*

Current Guidelines

- Brush is branches larger than 1 inch in diameter. Branches less than 1 inch are considered yard waste (see above).
- Place brush at the terrace by 7:00 am on the pickup day parallel and as close to the curb as possible. Do not put brush in the street.
- Brush piles are not to exceed 4 feet in height, 4 feet in depth, and 12 feet in length, with 1 foot spacing between piles.
- Do not pile brush under low hanging trees, behind or around utility poles, trees or other obstructions, or on top of water valves. The city *will not be* held responsible for damage caused to water lines due to piling brush on top of the water valves.
- Piles considered yard waste or not stacked properly will not be picked up by the city.

Suggested Guidelines

- Brush is defined as tree and bush branches that are less than 5” in diameter. The Brush Collection Program is not intended to handle branches, logs or tree stumps as a result of large-scale tree/bush trimming or removal.
- Place brush on the terrace by 7:00 am on the pickup day parallel and as close to the curb as possible. Place unbundled brush parallel or perpendicular to the street in neat bundles with all cut ends facing the same direction. Do not put brush in a container or in the street.
- Brush piles are not to exceed 4 feet in height, 4 feet in depth, and 12 feet in length, with 1 foot spacing between piles.
- Do not pile brush under low hanging trees, behind or around utility poles, trees or other obstructions, or on top of water valves. The city *will not be* held responsible for damage caused to water lines due to piling brush on top of the water valves.
- The city will not pick up logs, wood, root balls, cuttings, or grass clippings. Crews will place an orange tag on your door indicating the reason they did not pick up the brush, if it is the wrong material or was not placed at the curb prior to the deadline.
- Piles considered yard waste or not stacked properly will not be picked up by the city.

Mayor: Ken Williams
City Manager: Darin DeHaan
City Clerk: Cheryl Hilton
City Attorney: Paul Chadwick
Chief of Police: Matt Kalnins

Council Member: Terry Schuster
Council Member: Kurt Wilson
Council Member: Melanie Cozzi
Council Member: Tim Krug
Director of Public Works: Bill Covell



To: The Honorable Mayor and Commissioners
Of the City of Oregon

In compliance with Chapter 65 Section 5/3.1-35-65 of the Illinois Compiled Statutes, and in my capacity as City Clerk/Treasurer of the City of Oregon; I, Cheryl Hilton, hereby state that the foregoing is a complete report to the best of my knowledge of all monies collected and disbursed by my office on behalf of the City of Oregon during the fiscal year May 1, 2023, ending April 30, 2024.

Cheryl Hilton
City Clerk/Treasurer

DRAFT



Annual Treasurer's Report

For the City of Oregon

For the fiscal year 5/1/23 - 4/30/24

Revenue Summary:

Property Taxes \$1,150,150.46; Telecommunication \$41,492.66; Liquor License \$23,559.13; Business License \$720.00; Video Gaming \$197,869.25; Other Licenses \$832.00; State Income Tax \$590,028.04; Replacement Tax \$185,194.55; Sales Tax \$736,987.90; Local Use Tax \$137,665.27; Cannabis Tax \$5,592.62; ARPA Funds \$165,967.00; Utility Tax-Com Ed \$43,108.81; Utility Tax-Nicor \$24,979.91; Building Permits \$17,814.40; Variance Applications \$596.35; Garbage Charges \$304,259.95; School Resource Officer \$70,510.37; Mass Gatherings \$50.00; Admin. Towing Fees \$34,683.04; Court Fines \$28,156.23; Parking Fines \$5,666.00; DUI Equipment \$2,415.00; Police Vehicle Fund-Circuit Clerk \$20.00; Police Reports \$527.50; Other Fines \$9,737.20; Motor Fuel Tax Allotment \$158,129.80; Street Closure Permits \$200.00; Street Ex Bonds \$2,750.00; Traffic Signal Maintenance \$64,443.19; 1% Sales Tax Capital Fund \$446,950.27; Water Sales \$822,026.21; Turn On Fees \$2,460.00; Tap On Fees \$1,170.00; Water Meters \$3,420.00; Industrial Waste Fee \$7,960.00; Water Hook Up Fees \$6,500.00; Sewer Sales \$887,389.18; Sewer Hook Up Fees \$6,500.00; Grant Income \$20,000.00; NSF Check Charge \$5.00; Retiree Insurance \$10,128.56; Employee Flex Spending \$11,869.33; Franchise Licenses \$58,857.39; Farmer's Market \$3,295.56; Interest Income \$76,532.69; Miscellaneous Income \$325,783.84.

Total Revenues: \$6,694,954.66

Compensation Summary:

Under \$25,000.00: BreeAnn Covell, Melanie Cozzi, Randy Cropp, Josh Ellis, Corey Fry, Jayce Gusloff, Tim Krug, Max Milam, Lisa Payne, Dustin Runyon, Brayden Schlaf, Terry Schuster, Ken Williams, and Kurtis Wilson.

\$25,000.00 to \$49,000.00: Lynn Baylor-Zies, Skyler Bethel, Devin DeHaan, Josiah Flanagan, Josh Lee, and Aaron Montoya.

\$50,000.00 to \$100,000.00: Timothy Brechon, Bill Covell, Maison Crawford, Tad Dominski, Mary Elliott, Eric Higby, Cheryl Hilton, Matt Kalnins, Terry Lester, Zachary McKean, Jeff Pennington, Jordan Plock, Gregory Spencer, and Scott Wallace.

Over \$100,000.00: Joe Brooks and Darin DeHaan.

Total Compensation: \$1,629,132.09

Expenditure Summary:

A.M. Floral \$5,000.00; Advanced Automation & Controls \$11,098.75; Aegis Construction Inc. \$9,689.00; AEP Energy \$38,715.34; Altec Industries, Inc. \$11,627.59; Altorfer Inc. \$43,359.27; Altum Star Inc. \$30,000.00; Always Mechanical LLC \$11,397.06; Ancel Glink P.C. \$9,407.64; Andrew Beam and the Law Offices of \$10,000.00; Axon Enterprise Inc. \$36,020.28; Bill Covell \$4,938.31; Blue Cross Blue Shield \$201,740.69; BNSF Railroad \$3,713.15; Bonnell Industries \$2,774.50; Brown Equipment Company \$6,642.55; Bufalo Contracting \$28,779.28; Butitta Brothers Automotive \$6,494.40; Byron Bank \$8,221.66; Casper's Home Inspection, LLC \$18,200.00; Central Bank Illinois \$11,869.33; Central Square \$5,354.60; Chicago WGN \$7,500.00; City of Oregon \$1,144,036.20; Civic Plus LLC \$2,700.00; Coliseum Museum of Arts, Antiques, and Americana \$10,499.22; Comcast \$22,833.81; ComEd \$9,696.21; Constellation \$49,371.81; Countryman Inc. \$4,410.00; CSR Bobcat Inc. \$2,995.00; Dahme Mechanical Industries \$19,395.00; Dixon Glass \$6,508.33; John Ebens \$4,860.00; Ehmen's \$15,094.45; Envision Healthcare \$57,452.78; Tonya Hardy \$5,900.00; Eric Higby \$4,238.15; Euclid Managers \$19,691.60; Farley's Appliance \$8,110.00; Fearer, Nye & Chadwick \$23,229.63; Federal Tax Deposit \$301,801.18; Fehr Graham \$79,610.75; Ferguson Enterprises LLC \$11,815.20; Ferguson Waterworks \$22,385.98; Fischer's \$12,594.35; Dan Flanagan \$12,679.25; Freeport Industrial Roofing Inc. \$78,612.50; GovHR USA LLC \$10,500.00; Hach Company \$7,473.33; Merlin Hagemann \$6,968.73; Hagemann Horticulture, LLC \$64,677.60; Hawkins Inc. \$13,827.64; Helm Civil \$57,570.11; Hey Tree Service LLC \$12,950.00; Hometown Auto Repair \$2,947.17; Illinois Department of Revenue \$73,168.66; Illinois Fraternal Order Police Labor Council \$4,146.00; Illinois EPA \$428,669.64; Illinois Municipal League Risk Management \$93,404.07; Illinois Public Safety Agency Network \$8,310.00; Illinois Municipal Retirement Fund \$163,153.74; IMRF Voluntary Contribution \$8,472.27; IWater Inc. \$6,726.67; John Jones Chrysler Dodge Jeep \$94,940.00; John Wright \$5,500.00; LAI LLC \$63,668.03; Terry Lester \$2,924.00; Lexipol LLC \$13,650.82; Liz Hiemstra \$3,858.73; LOCiS \$13,292.50; Main Street Machines \$5,000.00; Manheim Solutions, Inc. \$30,267.00; Jasman Martin \$2,550.00; Mark & Anthina Nehr Korn \$48,042.54; Martin & Company \$557,596.76; Robert Massey \$5,000.00; Menards \$6,676.75; Merlin's Greenhouse & Flowers \$3,303.60; Metropolitan Industries Inc. \$6,325.00; Morton Salt, Inc. \$10,623.91; Motorola-Starcom21 Network \$2,808.00; NAPA \$6,533.64; Nationwide Retirement Solutions \$23,020.00; Nicor \$4,157.18; Northern Illinois University \$11,860.00; O'Brien Civil Works, Inc. \$90,161.64; Ogle County Brewery LLC \$52,600.00; Ogle County Economic Development Corporation \$23,500.00; Ogle County Historical Society \$6,500.00; Old National Bank \$7,702.40; Oregon Chamber of Commerce \$12,300.00; Oregon Community School District #220 \$18,139.62; Oregon Depot Museum \$17,192.96; Pace Analytical Services \$11,576.70; Matt Pendergrass \$6,050.00; Physicians Immediate Care \$2,749.00; Robert Pickel \$4,400.21; Jordan Plock \$2,767.87; Plum Electric Inc. \$3,764.98; Polo Cooperative Association \$62,088.58; Postmaster

\$14,064.23; Ray O'Herron Co. Inc. \$4,772.36; Region One Planning Council \$13,391.25; Republic Services #721 \$247,418.48; Rock River Center \$7,500.00; Rock Valley Concrete Cutting LLC \$2,595.00; Rogers Ready Mix \$3,298.50; Rush Power Systems \$105,438.00; Snyder's Pharmacy \$7,138.20; Something Bleu Bridal Boutique LLC \$3,375.00; State Disbursement Unit \$10,968.08; Sterling Fence \$2,984.12; Steve Benesh & Sons \$14,114.27; Stillman BancCorp \$24,432.36; Sun Life Financial \$4,921.72; Sundog IT \$20,030.90; James Taylor \$2,560.00; Taylorbuilt Farms Inc. \$4,400.00; The Economic Development Group LTD \$11,385.90; The Junk Removal Dudes LLC \$3,944.77; Treetop Products Inc. \$9,475.65; Trestle Holdings LLC \$2,840.62; Turnroth Sign Co. \$4,295.00; ULINE \$5,842.81; United Electric \$13,325.67; Verdin Company \$8,710.00; Verizon \$5,699.57; Verizon Connect \$3,267.90; Village of Progress \$12,685.00; Visa \$37,987.10; Vos Marketing & Events \$2,758.40; Walker Process Equipment \$14,036.17; Waste Water Management of Northern Illinois \$48,780.00; Water Solutions Unlimited Inc. \$4,985.00; White Pine Mercantile LLC \$5,954.79; Wiggale LLC \$3,583.78; Willett Hoffman & Associates \$131,758.42; Wipfli \$46,350.00; Zions Bank \$450,374.50; Zoro Tools Inc. \$7,399.69; all other disbursements in amounts less than \$2,500.00, \$125,405.86.

Total Vendors: \$6,113,371.92

I, Cheryl Hilton, City Clerk/Treasurer of the City of Oregon, Illinois do hereby certify that the above is a true copy of the Annual Treasurer's Report for the year ending April 30th, 2024.

Cheryl Hilton, City Clerk/Treasurer



Our Mission: To foster an environment of economic growth and opportunity through effective partnerships with our citizens, businesses, and visitors while maintaining a high standard for quality of life in a progressive community which embraces its heritage.

CITY OF OREGON

115 N. 3rd Street, Oregon, IL 61061

Phn: 815-732-6321/ website: cityoforegon.org

To: Mayor Ken Williams & Oregon City Council

From: Darin J. DeHaan, City Manager

Re: Bi-monthly Report

DATE: Oct 8, 2024

I am pleased to provide Mayor Williams and the Oregon City Council with the following synopsis of City Business for – **Sep 7, 2024 – Oct 4, 2024**

Submitted by Darin DeHaan - City Manager:

- I've started working on our 2025 Tree City USA application. Each year we have to: Maintain a Tree Board, Spend at Least \$2 per capita on urban forestry, Celebrate Arbor Day, and have a community tree ordinance in place.
- It was an honor to discuss all the great work ILCMA's Senior Advisors do on ILCMA's podcast. Especially thankful for John Phillip's guidance as we changed the form of government and I moved into the City Manager role in Oregon, IL. You can check it out on Youtube or on ILCMA's website.



https://www.youtube.com/watch?v=hh9mZbMdx_s

- Our executive team has been diligently working to find solutions to the housing crisis in Oregon. We were able to meet with a large home builder who is interested in building in Oregon. We provided a great packet of information as well as a tour of potential home sites in Oregon. We continue to strategize on the next best steps for our community.
- The bid for Sarah Phelps Community Plaza LED messaging sign was approved by City Council. Jordan and I had our first meeting with the development team. We have some minor electrical work to do and Golden Rule Sign will complete a site survey. They advised that the sign will be in production for approximately 6-8 weeks.
- Bill, Scott, and I had an update meeting with Fehr Graham on the headworks project for the sewer plant. The design phase is at 30% and is coming along very well. We made the decisions to allow Fehr Graham to get to 90% design before we meet again. Great job by Bill and Scott on providing information for the engineers throughout this process.
- I attended the Senator Andrew Chesney Community Connection hosted by Mayor Ken Williams and held at Nash recreation center. We appreciate Sen. Chesney took the time to visit Oregon and discuss what's happening in Springfield.
- I continue my role as Vice-President of the Ogle County Economic Development Corporation. We welcomed Sterling Federal Bank as a new member. It appears that Fehr Graham has also committed to join the Corporation. Our Exec Dir. Charlene Coulombe has been working diligently to grow the corporation as well as working on many new projects throughout Ogle County. We are going to shift focus in Oregon to start looking for new commercial interest along Rt. 64 on the east side of Oregon. There are some great available spaces along that corridor.
- Our executive team met with Ted Hvarre to discuss strategies for Trestle Ridge. Ted is working to launch a new marketing campaign for this 55+ Townhome development. <https://hvarre.com/hvarre-communities/trestle-ridge/> We are hopeful that as the interest rates begin to lower we will see homes purchased in that development.
- I took a few days off this month to teach at the Sauk Valley Community College Police Academy. I am very impressed with the recruit class and I am always thankful that there is a new generation of individuals willing to serve their communities as police officers. Our newest officer Taylor Buckwalter has entered week 5

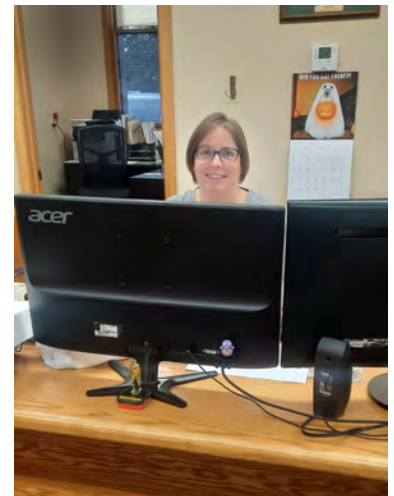


of 16. About 1/3 the way through the academy.

- I had a few follow-ups on some citizen complaints which staff were able to resolve.
- Chief Kalnins and I met with the AOP Committee and their volunteers to discuss traffic control, and volunteer safety. We had a great discussion with this group.
- I joined Bill and Jordan on a virtual meeting with Frontier to discuss the Fiber project and address areas that needed fixed throughout the project area.
- I attended a site visit with ENGIE and the Oregon Library Board to discuss potential use of space at the Oregon Coliseum.
- **AOP weekend is upon us. I want to thank all of our staff, Oregon Fire Protection District and the Ogle County Sheriff's Department for all their hard work preparing for the weekend as well as the hours spent during the weekend on traffic control and other services that we provide. Thank you to the AOP committee and all of the AOP volunteers for the hours of work they put in to provide a safe and fun festival weekend.**

City Hall - Cheryl Hilton - City Clerk:

- Congratulations to Lisa Payne on her 1st Anniversary with the City of Oregon. Thank you for all you do Lisa!
- The next brush pickup is scheduled for October 28th.
- Recycling statistics for the month of August 2024: 46,520 lbs.
- Petition Packets for the upcoming Consolidated Election are available for pickup at City Hall.
- Direct Debit is now an option to pay your water/sewer/garbage bill. Please stop by or contact City Hall. Email billing is also available.



MEETING INFORMATION

Economic and Community Development Committee:

We are holding a work session on Oct 23rd to formulate a vision for the future of Oregon's economic development goals.

Next meeting: **Nov 5, 2024** at 5:00 p.m. City Hall Conference Room

Planning & Zoning:

Next meeting **Oct 15, 2024** at 5:30pm Oregon City Hall Council Chambers.

- Public Hearing for a Sign Variance Request - 201 N 3rd Street.

Tree Board:

Next meeting Oct 15, 2024 at 4:30pm at Oregon City Hall Conference Room

City Council Meeting:

Next meeting Oct 22, 2024 at 5:30pm Oregon City Hall Council Chambers

Sustainability Committee:

Next meeting: Nov 18, 2024 at 9am Oregon City Hall Conference Room

Public Art Commission:

Next Meeting TBD

PUBLIC WORKS:

Director of Public Works Submitted by Bill Covell:

- Monthly Fuel Reports
- Approve driveway, sewer, and tree permits
- Setup and attended meeting with Frontier Communications
 - Items discussed were low lines, service installs, and repair work
 - Followed with Frontier on Low Lines on parade router
- Contact ComEd in regards to low electrical line
- Contact Comcast in regards to low service line
- Help with storm damage and scheduled additional storm work
- Trestle Ridge
 - Communicate about required sewer testing
- Daily Scheduling
- AOP
 - Prep
 - Make no parking signs
 - Go over logistics with crew
 - Scheduling
- Assist with purchase of landscaping rake
 - This will assist with providing a clean prepped area for seed

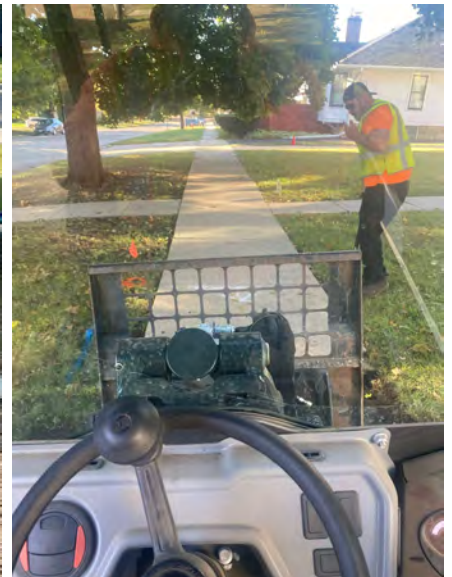


- Headworks Project
 - Meeting with Fehr Graham
 - Reviewed 30% plans submitted by Fehr Graham
- Streetscape Project
 - Final quantity review
- Lead Service Inventory
 - Updated list for IEPA
- MFT
 - Meeting with Fehr Graham
 - Final quantity review.
- Rt 64 IDOT Paving
 - Minor observation
- Prepared bills for payment
- Helped with SCADA upgrades–new Verizon accounts
- Start preliminary work on South 10th Street
- Call in Julies for sidewalk removals and sign installation



Street Department Submitted by Jordan Plock:

- Crew continued mowing for the 2024 season
- Crew continued street sweeping in heavy areas.
- Street Department Foreman continued with his continuing education classes
- Crew did cleanup for storm debris after the thunderstorm
- Crew is continuing with stump removal and restoration of the terrace.
- Crew is working on trimming low hanging branches and brush throughout the city.
- Crew completed the monthly brush pickup.
- Crew replaced 100ft of dilapidated sidewalk
- Crew patched two areas of town after sinkhole repairs
- Crew prepped barricades and parking signs for the upcoming AOP festival
- Street foreman attended AOP briefing meetings for upcoming festival
- Crew worked on restoration of a terrace on S 10th st
- Crew did a cleanup of the downtown and festival area



Sewer Department Submitted by Scott Wallace:

- Daily chores
- Full testing (process control/EPA Monitoring)

- Half testing (process control)
- Pumped Sludge
- Cleaned Rotomat daily- Multiple times a day due to rain
- Daily netting of Tanks
- Daily reporting of National weather service recordings
- Lift Station usage recording
- Assisted Water department when needed
- Cleaned clarifiers (weirs, and channels)
- Generator/ Well checks
- Worked with various customers on water and sewer issues(leaks, sewer backups)
- Monthly reports to EPA
- Chemical Delivery
- Training of new employee
- Worked on Management classes
- Cleaned drying beds of branches and debris.
- Hauled sludge with Wastewater management
- Bi annual sludge sampling with 503 regulations
- Excepted haulings from Constellation
- Scheduled blower maintenance

Water Department Submitted by Jeff Pennington:

- Daily water chores
- Repaired hydrant on North 3rd St.
- Daily water testing
- Repair and Replacement of Chemical feed pump issues as needed
- Chemical Delivery
- Julie Locates
- Completed Monthly paperwork for EPA compliance
- Worked on yard Maintenance/Trimming/Cleaning up of the grounds
- Hauled spoils from Drying bed from hydro excavation and cleaning of Sewers
- Assisted Sewer department when needed
- Water shutoffs
- Water turn-ons
- Final reads
- Worked with various customers on water and sewer issues (leaks, sewer backups)
- Generator/ Well checks
- Continued working on meter replacement program
- Worked on Management classes

- Andy started certification Training through Black hawk program
- Took Bac-t samples on October 1st
- Took Quarterly Radium sample for Well#3 on October 1st.
- Read Monthly Meter readings October 1st.
- Met with Ogle County in regards to Fire Hydrant and service line.
- Prepared for Autumn on Parade

Submitted by Chief Matthew Kalnins: Police Department:

Trick or Treat hours for Oregon will be October 31st from 5PM-8PM



1. **Practice costume safety.**
Make sure all costumes, wigs, and accessories are fire-resistant, as your kids could encounter anything from jack-o-lantern candle flames to a neighbor's bonfire while trick-or-treating. An ill-fitting or uncomfortable costume can also make or break your child's Halloween. Try before you buy, and ensure that the costume doesn't pose a tripping hazard.
2. **Choose makeup wisely.**
Many kids have sensitive skin. Choose nontoxic cosmetic products and test makeup on a small area first to see if any irritation occurs. At the end of the night, follow the product's instructions to fully remove all makeup.
3. **Rethink the mask.**
Masks can obscure kids' vision, making it difficult for them to see traffic or tripping hazards. Instead, plan a mask-free costume—the options are endless!

4. **Prepare for the scare.**
Especially for young children, Halloween sights and sounds can be intense. It may help to have a discussion in advance about the difference between reality and “make believe.” Reassure kids that it’s OK to feel nervous. If they aren’t ready for the haunted house this year, maybe they can try next year.
5. **Give kids a refresher on traffic safety.**
In the excitement of the holiday, even older kids may forget the traffic-safety rules they follow every day. Sadly, the consequences can be deadly—children have a greater chance of being fatally injured by a car on Halloween than on any other day. So, it’s extra important to remind kids how to cross the street safely.
6. **Increase your child’s visibility.**
Halloween costumes often feature dark colors, making kids harder to see at night. Choose a lighter-colored costume if possible, and pass out glow sticks or use reflective tape to ensure kids are visible to motorists.
7. **Encourage kids to stay together.**
Even if you will be accompanying your children, remind them to stick with your group at all times. For older kids who will be trick-or-treating without your supervision, the buddy system is essential. Make sure their phones are charged in case they become separated from their friends.
8. **Have kids stick to familiar, well-lit areas.**
If you won’t be accompanying your older kids on Halloween night, discuss their route in advance and remind them to stay in your neighborhood. Reiterate that they should never enter a stranger’s house or accept a ride from someone they don’t know.
9. **Check all treats.**
While stories of Halloween candy tampering are mostly urban legends, it never hurts to be safe. Inspect your child’s candy before they indulge and make sure to remove any treats that aren’t age-appropriate—such as gum or jawbreakers your toddler could choke on.
10. **Be mindful of allergies.**
Emergency room visits due to peanut and tree nut allergies surge on Halloween. If your child has an allergy that keeps them from eating many kinds of candy, consider stocking up on allergy-friendly treats and have your child swap out their haul at the end of the night.