Solar Farm Development Permit
Montgomery Springs Solar
Montgomery County, IL

Montgomery Springs Solar, LLC

November 2024

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1 APPLICATION SUMMARY

Montgomery Springs Solar, LLC (the "Applicant") requests a Solar Farm Development Permit for the construction and operation of Montgomery Springs Solar (the "Project"), an approximately 5 megawatt alternating current (MWac) ground-mounted solar facility on private land, spanning two parcels in Montgomery County, Illinois ("Montgomery Springs Solar Project," the "Project," or "Montgomery Springs Solar") in accordance with the Montgomery County Solar Ordinance for Solar Energy Farm and Solar Garden Installations ("Solar Ordinance").

The Applicant respectfully requests approval of the application for a Solar Farm Development Permit[1] ("Application") by the Montgomery County Economic Development Committee and County Board of Supervisors. As detailed herein, the Applicant has met all requirements set forth in the Montgomery County Solar Ordinance.

1.1 Applicant Description and Contact Information

Montgomery Springs Solar, LLC is a wholly owned subsidiary of Apex Clean Energy (see Exhibit B for respective business structures). Apex Clean Energy is a privately held renewable energy company based in Charlottesville, Virginia. Since its founding in 2009, Apex has evolved into one of the fastest-growing companies in the industry with a singular focus: to accelerate the shift to clean energy. Through origination, construction, and operation of utility-scale wind, solar, and storage facilities, distributed energy resources, and green fuel technologies, Apex is expanding the renewable frontier across North America. Nearly two dozen Apex-originated wind and solar facilities are now operating around the country, totaling approximately 5 gigawatts (GW), including Mulligan Solar, a 70 MW solar facility near Lincoln, Illinois, and over 500 MW of operating wind facilities across Illinois. Including this Project, Apex has over 800 MW of solar facilities in development in Illinois alone. Apex Clean Energy employs more than 400 experienced and top specialists in the industry, which includes a wide range of professionals such as meteorologists, wildlife biologists, engineers, project managers, construction professionals, GIS analysts, and financial analysts.

Montgomery Springs Solar, LLC's agents for contact purposes are:

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Charlottesville, VA 22902
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[1] Montgomery Springs Solar will update this application as approvals are made or documents are revised until the reviewing engineer issues their report of findings and recommendations on the Application.

1.2 Right to Use Property for Proposed Facility

The Applicant is the Lessee of the Property, as evidenced by the recorded Memorandum of Ground Lease for Solar Energy System included in Exhibit B of this Application. The Applicant's affiliate, Apex IL DER, LLC, is currently the lessee under the Project lease. The lease will be assigned to the Applicant following approval of the Solar Farm Development Permit, and before further administrative approvals, such as the construction permit, are received. Any future assignments of the lease and obligations within will be recorded. The Applicant will notify the County of any future change in ownership of the Project.

1.3 Solar Project Overview

The Applicant is the owner of the proposed Montgomery Springs Solar Project. The Project will be located across two parcels, 29-acre (PRN# 16-24-176-004) and 1-acre (PRN# 16-24-127-007) in Taylor Springs, IL ("Property") that is owned by Dorothy Race, who has leased the Property to the Applicant. Located just east of the Village of Taylor Springs along IL Route 127, the Property is currently in agriculture production and is bordered on three sides by parcels currently used for agriculture. A village community building lies to the NW of the project area. The Project will not impact neighboring land uses nor will it be injurious to the use and enjoyment of other properties in the vicinity.

Legal Description:

PRN# 16-24-176-004:

Part of the Northeast Quarter of the Northwest Quarter of Section 24, Township 8 North, Range 4 West of the Third Principal Meridian described as follows: Commencing at an iron pin at the Northwest corner of said Section 24; thence South 0 degrees 00'00" E., 660.00 feet; thence North 90 degrees 00' 00" E., 2012.15 feet to an iron pin; thence S.4 degrees 24' 54" W., 446.53 feet to an iron pin and and the true point of beginning; thence S. 4 degrees 24' 54' W., 107.34 feet to an iron pin; thence N. 90 degrees 00' 00" W., 420.50 feet to an iron pin; thence N. 18 degrees 29' 50" E., 112.94 feet along the East right of way line of Illinois Route 127 to an iron pin; thence N. 90 degrees 00' 00" E., 392.94 feet, situated in Montgomery County, Illinois.

PRN# 16-24-127-007:

Two Parts of the East Half of the Northwest Quarter and of the West Half of the Northeast Quarter of Section 24, Township 8 North, Range 4 West of the Third Principal Meridian, described as: Beginning 990 Feet South of the Northwest corner of the Northeast Quarter of the Northwest Quarter of said Section, thence running South 829 feet; thence East 90 rods; thence North 829 feet; and thence West 90 rods to the place of beginning (all minerals excepted), also; Beginning 40 rods South of the Northwest corner of the Northeast Quarter of the Northwest Quarter of said Section and thence running East 90 rods; thence South 20 rods; thence West 90 rods; and thence North 20 rods to the place of beginning; Excepting that part of said land lying West of State Route 127; and further excepting that real estate conveyed to Hillsboro Veteran's Club, Inc. by deed recorded April 7, 1965, at Recorder's Book 250, Page 252; excepting all coal underlying said land, situated in Montgomery County, Illinois.

Less and Except:

The North Half (N 1/2) of the following described property: A part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-four (24), Township Eight (8) North, Range Four (4) West of the Third Principal Meridian, described as follows:

From the Northwest corner of said Section Twenty-four (24) run South 660 feet, thence East 2,012.15 feet; thence in a Southerly direction 330.98 feet to the point of beginning; thence in a Southerly direction 223.36 feet; thence West 420.5 feet to the Easterly right-of-way line of State Route 127; thence North 18° 32' East 234.67 feet along said right-of-way line; thence East 363.1 feet to the point of beginning, situated in Montgomery County, Illinois.

Approximately 19 of the 30 acres of the Property will be utilized for the solar panel area, electrical system components, and encompassing fencing (the "Project Area"). The Project Area is considered ideal for the construction and operation of a community solar farm. The parcel is mostly flat, with the entirety of the parcel sitting at approximately 621 feet above sea level with minimal risk of flood hazard based on topography and has previously been disturbed for farming activities. The project location is rural and sited on a parcel used for Agriculture. The Project has been designed to be unobtrusive so as to blend seamlessly into the surrounding community and maintain the rural character of the area. The current conditions of the land provide access to a strong solar resource and proximity to Ameren's existing electrical distribution infrastructure. The project parcel has been carefully selected based on this information and deemed suitable for solar development. Throughout its 40-year life, the Project will produce the equivalent of approximately 1,000 homes' worth of clean solar electricity per year; the end user of the electricity will be Ameren customers both locally and across Illinois.

The Applicant anticipates that Project construction will commence during the spring of 2027 or later that same year, with operations beginning in the first half of 2028.

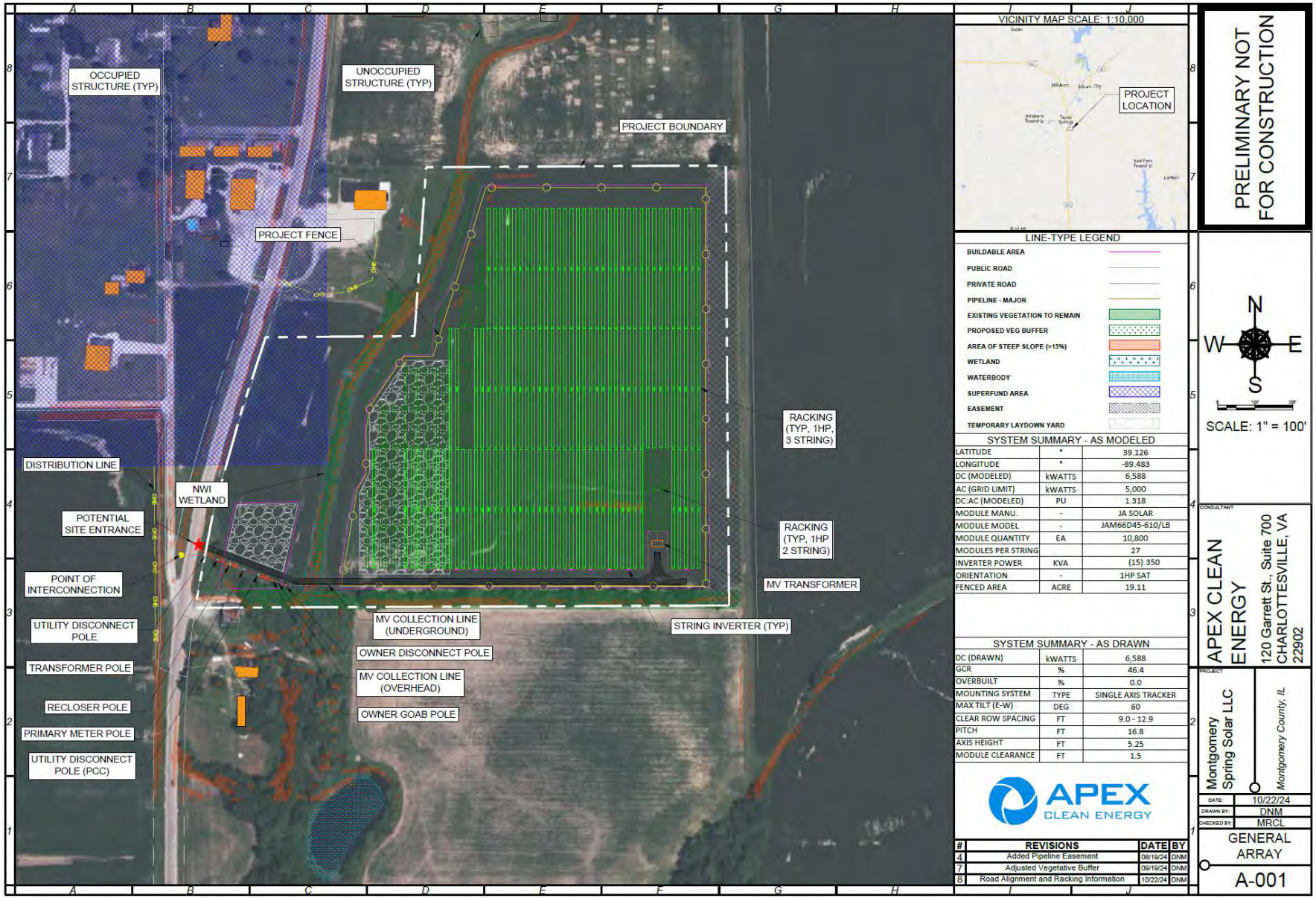

Figure 1. Montgomery Springs Solar Preliminary Layout

1.4 Project Facilities Overview

This section summarizes the various components of the project facilities. It begins with an overview, and then discusses the individual design components and standards.

Overview

The Project will be situated on two parcels totaling approximately 30 acres of private land within Montgomery County and the Village of Taylor Springs and will consist of a 19-acre, 5 MWac solar facility. The facility will deliver electricity to a single point of interconnection on the existing Ameren distribution system, providing the opportunity for the utility's customers locally and statewide to subscribe to the project.

The Project access road is located near the intersection of IL State Route 127 and East Street. A (preliminary) Construction Plan Set has been prepared in accordance with the requirements of the Montgomery County Application for a Solar Farm Development Permit and is included with this application in Exhibit E. The Project's layout will be finalized after field surveys and other permitting requirements are completed and will be submitted to the County along with any required construction, grading, and vegetation plans as a part of the final building and zoning approval process.

The Project is expected to bring significant economic benefits to Montgomery County and the Village of Taylor Springs, and the Applicant has designed the Project with the following considerations:

- The Project is expected to provide approximately $1.4 million in local tax revenue over its 40 years of operation.
- The Property is in a rural area, preserving the character of the area by providing vegetative buffering and minimal impacts to neighboring parcels.
- The aim of this Project is to qualify as a community solar facility and participate in one of the Illinois Power Agency's incentive programs (e.g. Illinois Shines or Illinois Solar For All). Thus, saving subscribing residents money on their monthly utility bills.
- The Project is expected to produce the equivalent of over 1,000 homes' worth of clean electricity, based on average home electricity consumption in the U.S.

  The Project has already signed a Standard Agreement for Interconnection of Distributed Energy Resources Facilities with Ameren due to favorable results from the utility's interconnection studies, provided in Exhibit C.
- At the end of the Project's operational life, the Applicant will decommission the Project in accordance with the Illinois Department of Agriculture's Standard Agriculture Impact Mitigation Agreement (AIMA) (see Section 3.4 below & Exhibit D). A Draft Decommissioning Plan has been prepared and is provided in Exhibit F. In accordance with the AIMA and state law, the Applicant will provide financial security to Montgomery County to ensure that the county has financial resources available to deconstruct the project in the unlikely event that the Applicant fails to.

Design

The Project has been designed to comply with all State setback requirements, as defined by 55 ILCS § 5/5-12020. These setbacks are shown in the Construction Plan Set in Exhibit E and detailed in Section 3.6 of this Application.

The location, layout, and capacity of the Project will not materially change from what is depicted in the Construction Plan Set (Exhibit E.) Once the most appropriate solar panel model and/or manufacturer is finalized for the Project, the Applicant will ensure the final plan set conforms with all applicable laws and regulations and will submit for approval as part of the building permit process and final plan set.

Solar Facility Configuration

Solar facilities consist of three major components: the panels, the inverters, and the racking. The solar panels used will operate photovoltaic technology to convert sunlight into direct current (DC) energy. Each solar panel is comprised of several cells that are connected via semiconductors. These cells absorb photons from the sun, releasing electrons that flow through the semiconductors and system wiring to the inverters which convert this DC energy into alternating current (AC) energy. A pole-mounted transformer then increases the voltage of the AC energy to make it compatible with the electric grid.

Steel piles for the racking are driven into the ground (usually without concrete), then solar panels and string inverters are mounted to the racking. If sufficient depths cannot be achieved, or if larger central inverters are used, then concrete foundations will be poured to provide structural support and mounting for these components.

Solar Panels: Each solar panel, also known as a “solar module,” typically contains 72 or 96 photovoltaic cells. These photovoltaic cells are made of silicon and connected via semiconductors made from commonplace metals like aluminum and copper. These cells are encapsulated by a non-toxic, rubber-like adhesive film, and secured between a front layer of glass and a durable plastic back sheet. A junction box that houses the panel’s wiring is mounted to the underside of the panel, and everything is secured by an aluminum frame. Multiple interconnected solar panels are called a “string” and multiple strings form an “array”. A solar facility can be composed of multiple solar arrays.

Based on current technology, the Project’s site could contain around 10,000-15,000 photovoltaic solar panels in total and, with the scale at which the technology is improving, the number of panels needed for the Project may be reduced due to increases in the energy output per panel.

The solar panel industry is moving away from toxic panel components, and the Applicant will not use solar panels that contain cadmium telluride, lead, or any other toxic substances.

Racking: The structural support for a solar array is called the racking. Racking is made of high-grade aluminum and steel and can take the form of either fixed-tilt or single-axis trackers depending on the available space and contour of the land. As the name implies, single-axis trackers track the sun’s path across the sky from east to west throughout the day along a horizontal axis with nearly imperceptible movement. A fixed-tilt racking system will be oriented towards the south pole (in the northern hemisphere) and tilted at an angle that matches the latitude of the facility’s location.

A single axis tracking system is currently proposed for the Project racking. This system is designed to withstand wind speeds of 145mph and will not exceed 20 ft at maximum height when combined with the solar arrays. Measurements for this system type are included on the Construction Plan Set with specifications from a potential product manufacturer included for example in Exhibit E. Final racking selection, details, and design will be submitted to the County for approval prior to construction.

Inverters: The inverter converts DC energy to AC energy that is ready to be transmitted to the local distribution grid. Two types of inverters are used in solar facilities: string inverters and central inverters. String inverters, the most common for projects of this size, are proposed for this Project and typically have the following dimensions: (W x H x D): 26.4" x 35.5" x 11.7". If central inverters are used, cabling from the solar arrays will be routed underground to the concrete pad on which the inverter is mounted. Central inverters typically have the following dimensions (W x H x D): 22’ x 13’ x 7’. A sample string inverter specification sheet has been provided for reference in Exhibit G. The final inverter selection will not substantially change the facility size or location but will be approved by the utility and submitted to the County for approvals prior to construction.

The generated electricity is conducted underground (where possible) through cables to a series of poles that support the remaining equipment (e.g. transformer, reclosers, meters, etc.) required by the utility for interconnection to their existing line infrastructure.

Most of the sound produced by the system is due to the inverter’s low-level hum and only occurs during the day when energy is being produced. This hum has been described as roughly equivalent to the sound of a dishwasher. At night, there will be no noise emanating from the solar facility audible at the property line.

Additionally, any outdoor lighting associated with the Solar Energy Facility will be positioned to reasonably avoid disturbance to neighboring properties and rights-of-ways.

Private Access Roads

New gravel access roads will be constructed on the Property both inside and outside of the Project fence as needed. Any existing roads will be utilized and improved as necessary. New access roads will be constructed between existing roadways and Project infrastructure and sited with the goal of minimizing their impact. The new access roads will be gravel surfaced and generally 20 feet in width. During construction, some of the access roads may be temporarily widened to accommodate movement of the larger system components or construction equipment, generally not exceeding 50 feet. Following construction, the access roads will be reduced back to 20 feet and the area temporarily used will be restored, to the extent practicable.

The exact routing of project access roads is preliminary in nature and subject to the completion of further engineering analysis prior to construction.

Electrical Collector Lines

The Project will utilize underground electrical collector lines to the extent practicable to connect all Project facilities to each other and to the equipment needed for interconnection with the utility. The collector system will be designed for operation at 34.5kV. The collector lines will be installed in a trench at a depth of at least 18 inches within the fenced Project area and a minimum of five feet outside of the fenced area. The location of collector lines installed underground outside of the fenced area will be reviewed by the landowner to minimize disturbance to the existing agricultural use of the Property. A fiber-optic cable and an additional separate ground wire will also be installed with the collector system. The fiber-optic cable will be used for Project-specific telemetry, control, and communication purposes. Above-ground junction boxes will be installed, as required, for connections or splices.

Transformer and Interconnection

Due to the Project's small size, which is not to exceed 5 MWac of generating capacity, no substations or ancillary structures will be constructed or permanently installed. Instead, the Project will be connected by increasing the Project voltage with a step-up transformer and other associated equipment so that it is compatible with the existing voltage of the distribution system. This equipment includes, for example, circuit reclosers, switches and metering equipment, all of which are mounted to the tops of telephone poles close to the point of interconnection. The Project will interconnect with Ameren's existing three-phase distribution system via an electrical line that is adjacent to the Property and runs north to south along IL State Route 127. The electricity generated by this system will be utilized locally by all Ameren customers that the associated substation services. *Please note: while this project is intended to be a community solar facility, Ameren's customers in the project's vicinity will need to elect to subscribe to the project to experience the cost savings on their monthly electric bills.*

The Project has completed Ameren's interconnection study process and executed an Interconnection Agreement with the utility (*Section 466.Appendix D: Levels 1 to 4 Contract*) (Exhibit C).

The scope of this Project does not include Energy Storage or any equipment and facilities other than those described herein and planned for on the Construction Plan Set.

1.5 Project Construction

Upon approval of this Application and issuance of a Solar Farm Development Permit, and as other state and federal approvals are obtained, including acceptance into Illinois Power Agency programs, the Applicant will complete engineering-scale designs of the access roads, construction areas, array layout, and the electrical components. This will all take place prior to final construction plans being submitted and approved by the county with the Solar Farm Construction Permit.

Safety will be a top priority during all aspects of construction activities, especially on public roads. The total estimated timeframe for solar farm construction is approximately 6-8 months. Subject to receipt of the necessary permits and any weather delays, the Project is slated to commence commercial operations during the second half of 2028.

Consistent with the AIMA (see Section 3.4 and Exhibit D), the Applicant will minimize impacts to drainage infrastructure on the Property. For example, prior to construction, the Applicant will work with the Landowner to identify drainage tile lines traversing the Property to the extent reasonably practicable, depicting all identified tile lines on the Construction and Deconstruction Plans, and recording their locations using GPS technology. The Applicant will repair and/or install new drainage tile lines as needed and will compile “as built” drawings showing the locations of all encountered drainage tile lines and repair locations for distribution to the Landowner and the Illinois Department of Agriculture (IDOA). By doing so, should any Landowner have concerns that after construction is completed, there has been damage to drainage facilities, the precise locations where such facilities were traversed will be available to everyone.

Under the AIMA, the Applicant will also work to maintain soil quality at the Property by utilizing industry best practices. These best practices include trenching of underground electrical collector lines during construction, restoring topsoil as close as reasonably practicable to the original depth and contour once trenching is completed; and minimizing soil erosion during construction. Best efforts shall be made to store the topsoil near the excavation site in a manner so as not to cause mixing with subsoil materials.

1.6 Economic Benefits

The Project will involve an initial capital investment of over $17 million and is expected to create both short-term and long-term benefits to the local economy, including creating approximately 25 full-time-equivalent (FTE) jobs during construction. The assessed value of the Project will add to the local tax revenue, amounting to an increase of approximately $700,000 during the first 25 years of its Operational Life (this value was calculated using the IL Department of Revenue’s method for Commercial Solar Energy System Valuation and an estimate of tax revenue utilizing a 2% escalator), totaling $1.4MM after 40 years.

In accordance with Illinois State code, this tax revenue will be distributed to nine different taxing bodies, including: Hillsboro Unit 3, Montgomery County, Hillsboro Road District, Lincolnland College, Hillsboro Area Public Library, Hillsboro Township, County Community Mental Health, Hillsboro AMB, CES Extension Service, County Senior Social Services and County Veterans Assistance.

Montgomery Springs Solar, LLC is entering into a community benefit agreement with the Village of Taylor Springs in lieu of annexing project parcel 16-24-176-004 to the village.

2 FEDERAL COMPLIANCE AND NOTIFICATIONS

The Project submitted applications to, entered into agreements with, or otherwise conferred with the following federal regulatory agencies:

2.1 Federal Aviation Administration

The Federal Aviation Administration (FAA) has the regulatory authority to evaluate and permit structures which may pose a hazard to aviation.

The closest airport to the Project is the Litchfield Municipal Airport, located approximately 13 miles from the project site. To confirm that the Project will meet the standards and regulations of the FAA, the Applicant utilized the FAA's online Notice Criteria Tool, entering in the coordinates for the four corners of the proposed layout, the anticipated maximum height of the panels, and the site elevation to evaluate the potential to affect airspace or cause glare for aircraft. The Project does not exceed Notice Criteria and no further coordination with the FAA is required, Exhibit H.

2.2 United States Army Corps of Engineers

The United States Army Corps of Engineers (USACE) is responsible for regulating the discharge of dredged or fill material into waters of the United States (WOTUS), including wetlands, under Section 404 of the Clean Water Act (CWA) and Section 10 of the Rivers and Harbors Act (RHA).

The Applicant retained Tetra Tech, Inc. to conduct a desktop survey for aquatic resources that could potentially be considered WOTUS within the Property to inform Project design and ensure compliance with Section 404 of the CWA. Based on the results of the survey, there are two potentially jurisdictional features within the Property. The Project has been designed to avoid impacts to potentially jurisdictional resources. Field wetland surveys will be conducted to verify the results of the desktop report and delineate jurisdictional boundaries for avoidance (if necessary) as Project designs are finalized prior to construction.

2.3 United States Environmental Protection Agency (US EPA)

Determining potential presence of environmental conditions is necessary for financing, siting, and construction. As such, the Applicant retained Tetra Tech, Inc. to perform a Due Diligence Environmental Review (DDER). The purpose of the DDER was to identify potential environmental concerns (PECs) in relation to the Project Area. The information provided in the DDER included a review of historical and current environmental records and followed the "approximate minimum search distance" defined in the ASTM International (ASTM) Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (ASTM E1527-21) to determine which records were obtained and reviewed. The approximate minimum search distance included research of standard federal, state, and tribal environmental record sources (as defined by ASTM E1527-21) in a 0.5 to 1.0-mile radius of the Project Area. The review found the presence of an EPA Superfund Site within the vicinity of the Project Area. Out of an abundance of caution, the Project design incorporates a 100-foot setback from the Superfund Site boundary as shown in the preliminary layout included in Figure 1.

Apex has contacted the Remedial Project Manager for the ASARCO Taylor Springs Superfund Site, the correspondence is included as Exhibit I. Prior to Construction, a Phase I Environmental Site Assessment ("Phase I ESA") will be conducted to demonstrate further compliance with US

EPA requirements.

2.4 United States Fish and Wildlife Service

The United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) online tool was used to generate a list of federal species and resources protected under the Endangered Species Act (ESA)(i.e., threatened and endangered species and designated critical habitat) that may occur in the vicinity of the Property. Based on the USFWS IPaC review (Exhibit J), the following federally endangered and threatened species have the potential to occur in the Property: Indiana bat, Tricolored bat, Northern long-eared bat, Whooping crane, and Monarch butterfly. Given that the Property is located within an area previously cleared for agricultural purposes there is little, if any, suitable habitat that will be impacted, and no adverse impacts to federally listed species are anticipated.

The USFWS also administers the Bald and Golden Eagle Protection Act (16 U.S.C. 668-668d), which prohibits anyone, without a permit issued by the Secretary of the Interior, from "taking" bald or golden eagles, including their parts (including feathers), nests, or eggs. The Migratory Bird Treaty Act also prohibits the take (including killing, capturing, selling, trading, and transport) of protected migratory bird species. Because this Property and those surrounding it have been previously cleared for agricultural purposes, there is no suitable habitat for nesting eagles and limited suitable breeding habitat for migratory birds.

3 STATE OF ILLINOIS COMPLIANCE AND NOTIFICATIONS

Compliance with State of Illinois rules and regulations involved permit applications, consultations and/or agreements with the following agencies:

3.1 Illinois Department of Natural Resources (IDNR)

State-listed Threatened and Endangered Species

To ensure compliance with state threatened and endangered species regulations, the Applicant requested a formal Ecological Compliance Assessment Tool (EcoCAT) review by the Illinois Department of Natural Resources (IDNR) for the Property on October 20, 2023. IDNR conducted this review and identified no record of State-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the Project location. Based on the results of the EcoCAT, adverse impacts to Illinois endangered and threatened species and nature preserves are not expected and consultation with IDNR is complete. The EcoCAT report can be found in Exhibit K.

Illinois Pollinator-Friendly Solar Site Act

The project will be compliant with the Illinois Pollinator-Friendly Solar Site Act of 2018 (525 Illinois Compiled Statues [ILCS] 55; IDNR 2023a, 2023b). The vegetation strategy will be consistent with the intent of the IDNR and will 1) provide native perennial vegetation and foraging habitat for game birds, songbirds, and pollinators; 2) reduce storm water runoff and erosion, and 3) prevent establishment of noxious weeds.

3.2 Illinois Historic Preservation Division (IHPD)

The Illinois State Preservation Office (SHPO) assesses the potential effects of projects on archaeological and/or architectural (cultural) resources. Compliance with the Illinois State Agency Historic Resource Preservation Act (the “707” law) and Section 106 of the federal National Historic Preservation Act, as appropriate, is achieved by the identification and avoidance of (or mitigation if avoidance is not feasible) architectural and archaeological sites considered to be significant (i.e., listed on, eligible for listing on, or unevaluated for listing on the National Register of Historic Places [NRHP]). An Unanticipated Discoveries Plan will be developed to inform appropriate response if human remains or archaeological resources are uncovered during construction.

Archaeological/Architectural Desktop Study

The Applicant retained Tetra Tech, Inc. to complete a desktop review of the Property and a 1-mile buffer (archaeological resource buffer) to inform Project design. The desktop review included a site file search and literature review through the Illinois State Archaeological Survey (ISAS) Cultural Resource management (CRM) Report Archive and Illinois Historic Preservation Agency (IHPA) Historic Architectural Resources Geographic Information System (HARGIS). Results of the desktop review indicated that no historic Illinois General Land Office (GLO) sites exist within the Property. No additional archaeological field surveys are necessary for regulatory compliance.

3.3 Illinois Environmental Protection Agency (IEPA)

The IEPA Division of Water Pollution Control is responsible for regulating wastewater discharges to Illinois streams and lakes, which includes issuance of stormwater permits under the National Pollutant Discharge Elimination System (NPDES) program.

The Project will obtain coverage under the Illinois General NPDES Permit for Storm Water Discharges from Construction Site Activities (ILR10) prior to the initiation of Project construction. To satisfy all standards for obtaining a NPDES permit, the Project has included a Stormwater Pollution Prevention Plan (SWPPP), which includes both structural and non-structural best management practices (BMPs) that will be implemented to minimize the potential discharge of pollutants during construction activities, this is included within the Construction Plan Set (Exhibit E). Examples of structural BMPs may include the installation of silt fences and/or other physical controls to divert flows from exposed soils, or otherwise limit runoff and pollutants from exposed areas of the site. Examples of non-structural BMPs include implementation of materials handling, disposal requirements, and spill prevention methods.

Before the commencement of construction on the Project, the Applicant will file a notice of intent and accompanying SWPPP for a general permit to discharge relating to storm water discharges during Project construction.

3.4 Illinois Department of Agriculture (IDOA)

The Project will be located on a site that is currently zoned as Agriculture and used for agricultural purposes. Because of this, the Applicant is required to follow the IDOA's minimum requirements related to construction and deconstruction of a renewable energy facility, including topsoil segregation, rock removal, weed control, and repair of damages. The Applicant has submitted an Agricultural Impact Mitigation Agreement (AIMA) with the Illinois Department of Agriculture, per the Renewable Energy Facilities Agricultural Impact Mitigation Act (505 ILCS § 147/15) and the requirements of state statute 55 ILCS § 5/5-12020. A copy of the executed AIMA has been provided to the Landowner and can be found in Exhibit D of this Application.

3.5 Illinois Department of Transportation (IDOT)

The Applicant will comply with the Illinois Department of Transportation (IDOT) guidelines and requirements of state statute 55 ILCS § 5/5-12020 prior to delivery of the solar facility components and construction vehicles needed to construct the Project. The access road for the Project is considered a low- to moderate-volume commercial entrances. Typical approvals or coordination for use of state roads include permits for over-size or over-weight vehicles, permits for any work on constructing/modifying entrances/exits, or permits for any use that may cause damage to the state roads being used. The level of permitting and coordination with IDOT District 6 will be better defined as the final engineering designs progress.

As shown in the Construction Plan Set, Exhibit E, the Property will be accessed via S IL Route 127, which is an IDOT right-of-way, and thus no local roads are expected to be utilized or impacted.

3.6 State Statute 55 ILCS § 5/5-12020 Commercial Solar Energy Facilities

The Applicant will comply with all requirements described in Illinois State Statute 55 ILCS § 5/5-12020, regulating Solar Energy Facilities.

[55 ILCS § 5/5-12020(e)(3)] Setbacks.

The Project has been designed so as not to exceed setbacks of 150 feet from the nearest point on the outside walls of dwellings on nonparticipating properties, 50 feet from the nearest edge of public road rights-of-way, and 50 feet from the nearest point on the property lines of nonparticipating properties.

[55 ILCS § 5/5-12020(e)(4)] Fencing.

The perimeter of the Project will be enclosed by fencing that is at least 6 feet but no more than 25 feet in height.

[55 ILCS § 5/5-12020(e)(5)] Facility Height.

The height of the components of the Project will not exceed more than 20 feet above ground when the solar arrays are at full tilt.

[55 ILCS § 5/5-12020(j)] Construction and deconstruction standards.

At the end of the Project life, the Project will be decommissioned in accordance with a decommissioning plan that is prepared and sealed by a Professional Engineer. A draft Decommissioning Plan has been prepared for this project and can be found in Exhibit F. Prior to application for the solar construction permit, and after final construction plan design, the Decommissioning Plan will be updated (if needed) and a final version will be provided to the County. As part of the decommissioning, all Project facilities will be dismantled and removed, and the land will be returned to agricultural uses or another use permitted by the Solar Ordinance and as desired by the Landowner. If it is agreed upon with the County and the Landowner, the Project access roads may be kept in place for continued use. The Applicant shall file an updated Decommissioning Plan with the County on or before the tenth year of project operations.

In accordance with the guidelines of Section 17.D. of the Standard Solar AIMA (see Section 3.4 above and Exhibit D attached), the Applicant will provide the County with financial assurance to cover the estimated costs of deconstruction of the Project. The estimated decommissioning cost will be based upon the final construction plan, prepared by a Professional Engineer, and provided via bond, letter of credit, or other form of financial assurance that is phased in over the first 11 years of the Project's operation. Most of the Project's components will still have significant market value and are able to be reused or recycled. Despite this, the salvage value will not be used to reduce the estimated costs of deconstruction unless the County agrees to this subordination.

[55 ILCS § 5/5-12020(s)] Road Use Agreements.

Only IDOT rights-of-way are used for access to the Property. If necessary, any Road Use Agreement with local road authorities shall place responsibility on the Applicant to cover costs of improving and/or repairing roads that are used to construct the Project so that those roads are restored to safe conditions for public utilization when construction is complete.

4 MONTGOMERY COUNTY SOLAR FARM DEVELOPMENT PERMIT

The Illinois Municipal Code authorizes municipalities to establish standards for electric-generating solar facilities within their zoning jurisdiction and the 1.5-mile radius surrounding its zoning jurisdiction. 65 ILCS § 5/11-13-26. Pursuant to this authority, Montgomery County has enacted a zoning ordinance establishing regulations for solar energy facilities. These solar energy standards establish a variety of regulations for the location, installation, and operation of and Solar Development Permit application requirements for solar farms. The Applicant has incorporated all requirements of the County's ordinances into Project design.

4.1 Solar Farm Development Permit Standards

Will the proposed design, location and manner of operation of the proposed Solar Garden or Solar Farm adequately protect the public health, safety and welfare, and the physical environment?

Yes, by responsibly developing this community solar energy facility, the way the project was sited, designed and will be operated will adequately protect the health, safety, welfare and physical environment of the surrounding community. In general, solar energy facilities are passive, low-impact land uses as described previously in this narrative. The Clean Energy Technology Center at North Carolina State University conducted an exhaustive analysis of health and safety questions surrounding utility-scale solar energy projects, including concerns regarding toxicity, electromagnetic fields, fire safety, and electric shock potential. For each of these topics, they concluded that "the negative health and safety impacts of utility-scale PV development were shown to be negligible, while the public health and safety benefits of installing these facilities are significant and far outweigh any negative impacts."[2]

Will the proposed Solar Garden or Solar Farm have a negative impact on the value of neighboring property?

We have had property impact analyses prepared for similar projects across IL. These analyses have determined that solar farms do not provide injury to the value of adjoining or abutting properties. Several factors that contribute to this conclusion include:

1. Traffic: Solar Farms are not traffic generators. In comparison, according to the Institute of Transportation Engineers, one single family home in the U.S., on average, generates 9.5 vehicle trips per day. Once operating, one to three visits per month can be anticipated.
2. Odor: Solar farms do not produce odor, nor do they create any emissions.
3. Noise: Solar farms produce no discernible noise beyond the project boundary.
4. Environment: The solar farm will use panels that pass the U.S. Environmental Protection Agency's Toxicity Characteristic Leaching Procedure (TCLP) test[3], which subjects panels to simulated landfill conditions to ensure that they would not be toxic or leech toxic concentrations of chemicals during operations or if disposed. This testing has found TCLP- compliant panels to be durable, nonhazardous if disposed, and capable of withstanding extreme conditions without leaching.
5. Light: Solar farms are completely dark at night.

A recent 2024 study completed by researchers at Loyola University titled "Assessing property value impacts near utility-scale solar in the Midwestern United States"[4] echoed these conclusions and further noted, when comparing property values surrounding 70 utility-scale solar farms across the Midwest, there was a minor positive effect in property values, increasing values. This is due to solar farms driving economic development in rural communities.

Will the proposed Solar Garden or Solar Farm have a negative impact on public utilities and on traffic circulation?

The Solar Farm will not have any negative impacts on public utilities or traffic circulation. The Solar Farm will not require the use of public utilities and will provide necessary access roads and drainage facilities without materially disturbing adjacent landowners or the community. Further, the solar farm will contribute renewable energy to the local electrical grid through interconnection with the local electric utility, and as mentioned above the project will generate only one to three vehicle trips per month once operating. During the construction period, traffic can be estimated by each phase of construction, illustrated in this table:

Phase		Site Preparation	Panel Installation	Mechanical/Electrical Inspection	Decommisioniong
Duration		2 months	3 months	1 month	1 month
Weeks (Average)		8	12	4	4
Total Work Days		40	60	20	20
Employee Traffic (Daily)		10	25- 50	25	20
Heavy Vehicle Traffic (loads)					
Land Clearing/Prep	10	10	-	-	-
Gravel/Concrete Delivery	150	50	85	15	-
Piles/Racks	325	-	325	-	-
Solar Panels	15	-	15	-	-
Electrical Equipment	12	-	-	10	-
Inverters	1	-	-	1	-
	513	60	425	26	
Average Heavy Vehicle Traffic (loads/day)		2	7	1	10

Table 1 – Site-Generated Construction Traffic

Will the proposed Solar Garden or Solar Farm have an impact on the facilities near the proposed Solar Garden or Solar Farm, such as schools or hospitals or airports that require special protection?

Due to the minimal impacts of a solar facilities of this size, local facilities that require special protection will not be impacted. The nearest school is located exactly 2 miles away and the nearest hospital is located 2.9 miles away in Hillsboro. The nearest airport is located 13 miles to the west in Litchfield. The Federal Aviation Administration (FAA) Notice Criteria Tool has been used to confirm that there will be no impact to this airport (Exhibit H).

[2] North Carolina State University, NC Clean Energy Technology Center, "Health and Safety Impacts of Solar Photovoltaics." May 2017, <https://content.ces.ncsu.edu/health-and-safety-impacts-of-solar-photovoltaics>
[3] U.S. Environmental Protection Agency, "Toxic Characteristic Leaching Procedure," <https://www.epa.gov/sites/production/files/2015-12/documents/1311.pdf.>
[4] Simeng Hao, Gilbert Michaud, Assessing property value impacts near utility-scale solar in the Midwestern United States, Solar Compass, Volume 12, 2024,100090,ISSN 2772-9400,<https://doi.org/10.1016/j.solcom.2024.100090>

5 PROPOSED PERMIT CONDITIONS

The Applicant hereby proposes the following permit conditions.

1. **Transfer**. This Solar Development Permit is granted for a 5MWac scale solar energy facility use to Montgomery Springs Solar, LLC and is located on Tax Maps:16-24-127-007 and 16-24-176-004 (the "Solar Energy Facility"). This Solar Farm Development Permit may be transferred.

2. **Binding Obligation.** This Solar Farm Development Permit shall be binding on the Applicant or any successors, assignees, current of future lessee, sub-lessee, or owner of the solar energy facility.

3. **Compliance.** The Solar Energy Facility shall be designed, constructed, and tested to meet relevant local, state, and federal standards as applicable. Including the International Building Code, as amended; and the National Electric Code, as amended.

4. **General Plan.** The construction of the Project shall be in substantial conformance with these conditions and in general conformance with the Construction Plan Set prepared by Larson Engineering dated October 22, 2024 (the "General Plan"). Modifications to the General Plan shall be permitted at the time of solar construction permitting based on state and federal approvals and final engineering and design requirements that comply with these conditions.

5. **Road Access.** Access to the facility off S IL Route 127 will be developed in accordance with IDOT standards and will be designed and maintained to minimize impact to adjacent properties.

6. **Setback to Property Lines and Residences.**
   a. **Property Line.** A minimum of a fifty (50) foot setback from Solar Facility fence line to the property line shall be provided around the perimeter of the Solar Facility.
   b. **Setback from Existing Residential Dwellings.** A minimum one hundred fifty (150) foot setback shall be maintained from Solar Facility fence line to any adjoining or adjacent residential dwellings that exist at the time of the approval by the County Board. Transmission lines and poles, security fence, and project roads may be located within the setbacks only where necessary. During construction, the setback may be used for the staging of materials and parking if the buffer is not disturbed.

7. **Ground Cover and Vegetation Management.** The Solar Energy facility will maintain ground cover for the life of the project consistent with IDNR recommendations and the goals of the Pollinator-Friendly Solar Site Act and manage the ground cover and any vegetative buffering in such a way as to comply with the Illinois Noxious Weed Law (505 ILCS 100). Per the Montgomery County Solar Ordinance, vegetative screening is required around the perimeter of the solar farm's exterior fencing. Montgomery Springs Solar has proposed leaving existing vegetation along the western and southern boundaries of the project area undisturbed and adding additional vegetative screening to protect the viewshed of the Village of Taylor Springs community building. This vegetative screening will adequately protect surrounding viewsheds and is consistent with screening that Montgomery County has approved for other solar projects. Thus, Montgomery Springs Solar respectfully requests county authorization to screen these portions of the project boundary.

8. **Fencing and Gates.** The Applicant shall install a security fence and gates around the Solar Equipment that is a minimum six (6) feet in height. Fencing must be installed on the interior of any vegetative buffer. The fencing and gates shall always be maintained while the facility is in operation.

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

10. **Signage.** An emergency contact name and phone number will be posted at the project's point of access prior to start of construction and shall be maintained while the facility is in operation.

11. **Lighting.** Any outdoor lighting associated with the Solar Energy Facility will be positioned to reasonably avoid disturbance to neighboring properties and rights-of-ways.

12. **Sound.** The Solar Energy Facility shall not emanate sound exceeding the limits established by the Illinois Pollution Control Board under 35 Ill. Adm. Code Parts 900, 901 and 910.

13. **Decommissioning:** The Applicant will decommission the project at the end of project operations consistent with the attached Decommissioning Plan, and financial assurance shall be provided as described in Section 17D of the AIMA as included in Exhibit D.

Exhibit A: Application Document

Montgomery County, State of Illinois
#1 Courthouse Square, Hillsboro, IL 62049
217-532-9530
http://montgomerycountyil.gov

APPENDIX A

PETITION / APPLICATION / REQUEST FOR A Solar Farm or Solar Garden Construction Permit. (Revised and effective 2-13-2024)

It is the responsibility of petitioners or requesters of actions placed before the Montgomery County Board to provide specific information and supporting data regarding proposed actions/projects in sufficient detail that will allow a decision to be made or a final course of action chosen. The Board shall not accept a petition or request as properly filed that is not sufficiently detailed, is missing information required by Ordinance, or does not provide sufficient sealed and signed professional studies, reports, and construction documents to support the request or petition based on the reasoned judgment of the Board. The Board is not responsible to make corrections or revise requests/petitions. Incomplete Applications will be returned.

Certain requests, such as a petition / application for a Solar Farm or Solar Garden Construction Permit requires, the Board to conduct a Public Hearing on the matter. No Hearings will be scheduled until such time that petitions/requests have been "Accepted as Properly Filed" by the Board. Similarly, Petitions/Requests shall not be placed on a Board meeting agenda until such time that the petition/request has been "Accepted as Properly Filed" by the Board.

The Date on which the Petition / Application / Request is "Accepted as Properly Filed" constitutes the Legal Beginning Date of any such Construction for all purposes of defining whether a project has been initiated or was is progress in Montgomery County, Illinois.

This petition/application/request for a Solar Farm or Solar Garden Construction Permit shall be completed in its entirety and submitted to the Montgomery County Board, #1 Courthouse Square, Hillsboro, IL, 62049. Once the petition / application for a Solar Farm or Solar Garden Construction Permit is Accepted as Properly Filed by the Board. The application for a Solar Garden or Solar Farm will be reviewed by an independent engineer, appointed by the County at the Petitioners expense, to determine the impact of the use on public utilities, traffic volume and circulation, impact on near-by properties, compliance with Ordinances and laws, and other lawful factors as may be determined reasonable by the Board based on the individual Petition/Application. The Board, following a Public Hearing, prepares its Findings of Facts and may then take action regarding issuance of a Construction Permit.

Notice of the Public Hearing.
The County Board shall hold a Public hearing within sixty (60) days of receiving reviewed information from the independent engineer. At the hearing, any interested party may appear and testify, either in person or by duly authorized agent or attorney. Notice indicating the time, date, place, and the nature of the proposed Solar Farm or Solar Garden Construction Application, shall be given, according to Para. D2. of the Ordinance, before the hearing by:

1. First class mail to the applicant, and to all parties whose property would be directly affected by the proposed use; and
2. Publication in a newspaper of general circulation within this County; and

3. Publication on a state-wide web site.

The Petitioner / Applicant / Requestor is responsible to mail the notices to the last known property tax bill address by PIN number, and submit a Post Office certificate of mailing record to the County but only after receiving the approved text of the Notice from the County. This is at the Petitioner's /Applicant's / Requestor's sole expense.

Properly completed Applications for a Solar Farm or Solar Garden Construction, complete with supporting documentation, are to be submitted to the County Board with sufficient lead time for review based on the complexity of the individual request.

All petitioners, or their representative, must attend the County Board meeting(s) considering their request. If there is no representation the application may be removed from the agenda and rescheduled.

The Montgomery County Board shall make a decision within sixty (60) days of the Public Hearing.

If you have any questions, please contact the Montgomery County Coordinating office at 217-532-9577.

SECTION BELOW TO BE FILLED OUT BY COUNTY OFFICIAL:

Date first Received by the Office of The Montgomery County Board: _____

Date(s) County Board Date Returned application for more information (if applicable):

_____ _____

Date County Board requested revisions were received (if applicable): _____

Date accepted by County Board as properly filed: _____

Filing fee of $2,500.00/MW Date paid: _____ Check number: _____

Date County acceptance letter is sent to Petitioner: _____

Date of required Public Hearing Notice sent to Petitioner: _____

Date(s) published and where published:

_____

_____

Date notices sent: _____ Public hearing date: _____

County Board determination: _____

_____

APPLICANT & PROPERTY OWNER INFORMATION (Print or Type):

Applicant/Petitioner information: Montgomery Springs Solar, **LLC**

Company Name: _____

Contact Name and Title: **C**harlie Johnson, Senior **D**irector, **DE**R

Phone number: (434) 987-8437

Mailing address for all official correspondence unless a Legal Representative is designated in which case all correspondence and contact will be made with that Legal Representative:

120 Garrett Street, Ste. 700, Charlottesville, VA Zip: 22902

Property Owner Name(s): Dorothy Race

Phone number: (847) 977-4036

Mailing address: 28234 W. Ridge Road, McHenry, IL Zip: 60051

Designated Legal Representative *(licensed to practice law in the State of IL)* of Applicant *(if any)*

Name: _____ Phone: _____

Address: _____ Zip: _____

Designated Contact Person *(if different from Applicant),* to whom all phone calls, requests for information, clarifications, and coordinator for all actions regarding this Petition, who has the authority to act on behalf of the Petitioner in regard to this Petition/Application/Request. *This does not apply if a Legal Representative has been designated in which case all contact will be made through that Legal Representative.*

Name: Sidonie Shira Phone: (540) 849-4273

Address: 120 Garrett Street, Ste. 700, Charlottesville, VA Zip: 22902

PROPERTY INFORMATION:

Note: If additional space is needed, please attach additional sheets to the application and reference attachment description in application.

1. Location of the proposed use or structure, and its relationship to existing adjacent uses or structures:
   Please see the attached Narrative, section 1.1.

2. Legal Description and Acreage:
   Please see the attached Narrative, section 1.1.

3. Area and dimensions of the site for the proposed structure(s) or uses.
   Please see the attached Narrative and Site Plan (Exhibit)

4. Present Use of property:

Agriculture

5. Present Land Classification: Agriculture

6. Proposed Land Use Activity / Nature of the Proposed Use, including type of activity, manner of operation, number of occupants or employees, and similar matters:
Solar Farm, please see the attached Narrative for further detail.

7. Height, setbacks, and property lines of the proposed uses and/or structure(s).
Please see the attached Narrative and Construction Plan Set (Exhibit E)

8. Location and number of proposed parking/loading spaces by type of vehicles, to include Weight Classifications and size of access drives/ways. The project has no proposed parking.
Please see the attached Narrative and Construction Plan Set (Exhibit E)

9. Existing and proposed screening, lighting (including intensity) landscaping, erosion control, and drainage) features on the site, including the parking areas.
Please see the attached Narrative and Construction Plan Set (Exhibit E)

10. Disclosure of any potential environmental issues and methods for dealing with them.
Please see the attached Narrative for environmental studies and consultations performed, sections 3 and 4.

11. Disclosure of any activities requiring outside agency permits and the names, addresses, and phone numbers of the agency points of contact and how those requirements are being met.
Please see the attached Narrative, sections 3 and 4.

12. Indicate the suitability of the property in question for Construction:
Please see attached Narrative, Section 1.1

13. ADJACENT LAND USE:

A. North: Parcel # 16-24-127-009, Agriculture

B. South: Parcel # 16-24-176-002, Agriculture and Residential

C. East: Parcel # 16-24-200-004, Agriculture

D. West: Parcel # 16-24-127-008, 16-24-176-005, Commercial

15. Should this Use be valid only for a specific time period? Yes _____ No X

If Yes, what length of time? _____

16. Does the proposed Permit meet the following standards? Yes X No _____ *(If not, attach a separate sheet explaining why.)*

A. Will the proposed design, location and manner of operation of the proposed Solar Garden or Solar Farm adequately protect the public health, safety and welfare, and the physical environment? See attached Narrative, section 4.1

B. Will the proposed Solar Garden or Solar Farm have a negative impact on the value of neighboring property?
See attached Narrative, section 4.1

C. Will the proposed Solar Garden or Solar Farm have a negative impact on public utilities and on traffic circulation?
See attached Narrative, section 4.1

D. Will the proposed Solar Garden or Solar Farm have an impact on the facilities near the proposed Solar Garden or Solar Farm, such as schools or hospitals or airports that require special protection?

See attached Narrative, section 4.1

ATTACHMENTS REQUIRED:

1. At the time the application is filed, a non-refundable fee is to be paid by the applicant. The application fee for a Solar Garden is $2,500.00 and the application fee for a Solar Farm Permit is $2,500.00.

2. For entities governed by governing boards, a copy of the Board Resolution or Board Meeting Minutes authorizing the governing board's approval to carry out the requested project and to

authorize the submission to Montgomery County by a designated entity officer of the required specific requests / applications / petitions is required to be submitted.

3. An area map and site plan from a certified Illinois licensed Engineer.

4. List of the names, current property tax addresses and property tax PIN numbers of property owners located within two-hundred feet and fifty (250') of the property.

5. A Decommissioning plan including:
   A. Process details and cost estimate of decommission.
   B. Anticipated life expectancy of the Solar Farm.
   C. Method of insuring funds will be available for decommissioning and restoration of the project site to its original, natural condition prior to the solar farm construction.
      1. This includes a proposed schedule of payments to be deposited into an escrow account, on a minimum of a yearly basis, held by Montgomery County as assurance for available decommissioning funds.
   D. The cost estimate of decommissioning will be reviewed every five (5) years, by the County's chosen Independent Engineer, and revised if necessary, at the Developers expense. The review and revised plan shall be sent to the Montgomery County Coordinating Office for Board review. If necessary, provisions will be made to the escrow account balance for the decommissioning of the Solar Garden or Solar Farm.

CERTIFICATION OF A SOLAR GARDEN OR SOLAR FARM PERMIT PETITION / APPLICATION / REQUEST

I/We the undersigned, agree that the information herein and attached is true. I/We, the undersigned, do hereby permit officials and/or consultants of Montgomery County, to enter the property described herein to complete a thorough review of this application.

Address:

_____

Parcel ID #: 16-24-176-004, 16-24-127-007

_____

Applicant's Printed/Typed Name: Charlie Johnson

Signature: _____ Date: 11/13/24

Property Owner's Printed/Typed Name: Dorothy Race

Signature: _____ Date: _____

Applicant's Legal or other Representative's Printed/Typed Name *(if applicable)*:

_____

Signature: _____ Date: _____

STATEMENT OF CONFORMANCE:

I/We, the undersigned, in making a Petition/ Application / Request to Montgomery County for approval of a Solar Farm or Solar Garden Construction Permit described in this application have reviewed the laws and regulations of Montgomery County to the extent that they are applicable to this proposal and understand that: I/We, the undersigned have no reasonable expectation of approval of this request until such time that a Solar Farm or Solar Garden Construction Permit is actually issued by the Montgomery County and have been so notified of issuance in writing. I/We hereby acknowledge, attest to, and accept the following as conditions of obtaining a Solar Farm or Solar Garden Construction Permit in Montgomery County, Illinois.

- **NO** building, construction, alteration, or use may be started prior to the issuance of a Solar Farm or Solar Garden Construction Permit.
- **All** building construction and all site construction must conform to the plans and specifications approved by the Montgomery County Board. No deviation from or revision to an approved plan may take place without the prior written approval of the Montgomery County Board.
- Any Permit, once issued, is non-transferrable to any other legal entity without the express prior written approval of the Montgomery County Board.
- That **ALL** actions associated with this Permit process shall be taken, processed, and interpreted under the Laws of the State of Illinois and Montgomery County and any legal remedies sought by any party in connection with this Solar Farm or Solar Garden Construction Permit shall be brought forth in the Courts of Montgomery County, Illinois for adjudication.
- That if the applicant is an Agent representing the actual owners of multiple properties, or is a lessor, that the Agent has in their possession signed documentation that the actual property owners are aware of their legal responsibilities to be personally liable for the costs associated with Decommissioning if said lessor or Agent fails for any reason to meet this requirement of the Solar Farm or Solar Garden Construction Permit.

Applicant's Printed/Typed Name: Charlie Johnson

Signature: _____ Date: 11/13/14

Applicant's Legal Representative Printed/Typed Name Signature and Date *(If applicable)*:

_____

Signature: _____ Date: _____

NOTE: It is the responsibility of the Applicant to notify the Montgomery County Coordinating Office at each stage of work completed once the Permit is issued.

Email: **cbadmins@montgomerycountyil.gov** Phone: 217-532-9577

Address: Montgomery County Coordinator
#1 Courthouse Square – Room 202
Hillsboro, IL 62049

Exhibit B: Lease Memorandum

202300002319
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
08/23/2023 10:43 AM
DT0027 70.00
RE TAX ST:
RE TAX CTY:
RHSP Surcharge 18.00
Page Count: 7

Recording Requested By and
When Recorded Return to:

Apex IL DER, LLC
c/o Apex Clean Energy, Inc.
Attn: Land Manager
120 Garrett Street, Suite 700
Charlottesville, VA 22902

MEMORANDUM OF GROUND LEASE FOR SOLAR ENERGY SYSTEM

THIS MEMORANDUM OF GROUND LEASE FOR SOLAR ENERGY SYSTEM ("**Memorandum**") is made and dated as of April 29, 2023 ("**Effective Date**") by and between Dorothy J. Race, a single person ("**Landlord**"), whose address is 28234 W. Ridge Road, McHenry, IL 60051 and Apex IL DER, LLC, a Delaware limited liability company ("**Tenant**"), in light of the following facts and circumstances:

Landlord and Tenant entered in that certain Ground Lease for Solar Energy System, of even date herewith (the "**Lease**"), pursuant to which Landlord has leased to Tenant certain real property of Landlord ("**Property**") located in the County of Montgomery, State of Illinois as more particularly described on the attached Exhibit A and which the Lease and said Exhibit A are hereby incorporated herein as if fully set forth in this Memorandum. Landlord and Tenant have executed and acknowledged this Memorandum for the purpose of providing constructive notice of the Lease. Capitalized terms not otherwise defined in this Memorandum shall have the meanings provided in the Lease.

NOW THEREFORE, Landlord and Tenant hereby agree as follows:

1. **Lease of Property and Easements.** Landlord has leased the Property to Tenant on the terms, covenants and conditions stated in the Lease. The Lease is for the development and operation of a solar energy Project or Projects. As more fully set forth in the Lease, Landlord has granted unto Tenant, and Tenant has accepted from Landlord a ground lease and easements, which include: (i) the sole and exclusive right to use the Property for solar energy conversion purposes, energy storage, and other related purposes as set forth herein, and to capture, use and convert unobstructed solar resources over and across the Property, and to install, use, operate, maintain, repair, improve, relocate, replace and remove components of the Solar Energy System and Improvements and on the Property; (ii) an exclusive lease of the Property and all air rights thereon for solar energy conversion purposes and other related purposes as set forth herein; (iii) an

exclusive easement on, over and across the Property for one or more line or lines of poles and/or towers, with such wires and cables as from time to time are suspended therefrom, and/or overhead and/or underground wires and cables, for the transmission and/or collection of electrical energy and/or for communication purposes (including, without limitation, communications and radio relay systems and telecommunications equipment), and all necessary and proper foundations, footings, towers, poles, crossarms, guy lines and anchors and other appliances and fixtures for use in connection with said towers, wires and cables; (iv) an easement on, over and across the Property for access to any point where any Solar Energy Facilities are or may be located at any time from time to time; (v) an exclusive easement on, over and across the Property for the open and unobstructed access to the solar energy resources found on, below, over and across the Property (such energy resources collectively referred to as the "**Solar Energy Resources**") to any Generating Facilities on any of the Property and to ensure adequate exposure of the Generating Facilities to the Solar Energy Resources and an easement and right on the Property to prevent measurable diminishment in output due to obstruction or impediment of the sunlight across the Property including but not limited to an easement right to trim, prune, top, cut down, remove or otherwise control all trees (whether natural or cultivated), shrubs, brushes, plants or other vegetation and dismantle, demolish and remove any and all fire and electrical hazards now or hereafter existing on the Property which might impede and/or obstruct receipt of or access to sunlight throughout the Solar Panel Area or interfere with or endanger the Solar Energy System, as determined by Tenant; and (vi) an exclusive easement prohibiting any obstruction to the open and unobstructed access to the Solar Energy Resources throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any Solar Energy Facilities are or may be located at any time from time to time (each such point referred to as a "**Site**") and for a distance from each Site to the boundaries of the Property, together vertically through all space located above the surface of the Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property; (vii) an easement and right for any audio, visual, view, light, glare, shadow, noise, vibration, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from the Solar Energy System owned, leased, operated or maintained by Tenant, on the Property, including but not limited to rights to cast shadows and reflect glare onto all of Landlord's property, from the Solar Energy System and/or any and all other related facilities located on the Property, (viii) the right of subjacent and lateral support on the Property to whatever is necessary for the operation and maintenance of the Solar Energy System, including, without limitation, anchors, guy wires and other supports, and (ix) a right to undertake any such purposes or other activities on the Property, whether accomplished by Tenant or a third party authorized by Tenant, that Tenant reasonably determines are required, necessary, useful and/or appropriate, each as applicable, to accomplish any of the purposes or uses set forth in this Lease or that are compatible with such purposes or uses. This Lease and the easements granted herein shall be binding upon Landlord's heirs, personal representatives, successors and assigns and shall run with the Property for the Term.

2. **Term.** The term of the Lease shall begin on the Effective Date and shall expire five (5) years after the Effective Date, if not extended or sooner terminated as provided in this Lease. Tenant may at its sole discretion extend the term of this Lease for an additional two (2) year term, followed by an additional two (2) year term, followed by an additional forty (40) year term and followed by an additional ten (10) year term.

3. **Ownership.** Landlord shall have no ownership or other interest in any Improvements (as defined in the Lease) installed on the Property.

4. **Assignment.** The Lease provides, among other things, that Tenant and any Transferee shall have the right, subject to certain conditions set forth in the Lease, to sell, convey, lease, assign, mortgage,

encumber or transfer to one or more assignees or mortgagees the Lease, or any right or interest in the Lease, or any or all right or interest of Tenant in the Property, or in any or all of the Improvements that Tenant or any other party may now or hereafter install on the Property.

5. **Rights of Mortgagees.** Pursuant to the Lease, any Mortgagee of Tenant or Tenant's assignees has certain rights regarding notice and right to cure any default of Tenant under the Lease, and the right to take possession of the Property and the Project, and to acquire the leasehold estate and the easement interests by foreclosure, as well as other rights as set forth in the Lease.

6. **Notice.** This Memorandum is prepared for the purpose of giving notice of the Lease and in no way modifies the express provisions of the Lease.

7. **Setback Waiver.** To the extent that any applicable law, ordinance, regulation or permit establishes, or has established, minimum setbacks from the exterior boundaries of the Property, from any structures on the Property (occupied or otherwise) or from any other point of measurement for Generating Facilities constructed on the Property or otherwise within the Project, Landlord hereby waives any and all such setback requirements (the "**Setback Waiver**"). The Setback Waiver is for the benefit of Tenant, the owner(s) of adjacent properties within the Project, and their respective successors and assigns, and shall run with the land. If requested by Tenant, Landlord shall execute and deliver to Tenant one or more separate setback waivers evidencing the intent of this Setback Waiver, in a form provided by Tenant, which Tenant may then record at its expense. This waiver shall survive the termination of this Lease for so long as Improvements exist on real property adjacent to the Property.

8. **Tenant as Landlord's Agent.** Landlord hereby appoints Tenant as Landlord's agent only for the purpose of preparing, executing, applying for, submitting, and/or prosecuting in Landlord's name, any and all Approvals on behalf of Landlord, any environmental impact review, permit, entitlement, approval, authorization or other rights necessary or convenient in connection with Tenant's intended Solar Energy System and Operations from any governmental agency or any other person or entity (collectively "**Approvals**").

9. **Successors and Assigns.** This Memorandum, the Lease and the easements described herein shall burden the Property and shall run with the land. The Lease and this Memorandum shall inure to the benefit of and be binding upon Landlord and Tenant and, to the extent provided in any assignment or other transfer under the Lease, any assignee or Mortgagee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

10. **No Conflict.** In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. Nothing in this Memorandum shall be deemed to amend, modify, change, alter, amplify, limit, interpret or supersede any provision of the Lease or otherwise limit or expand the rights and obligations of the parties under the Lease and the Lease shall control over this Memorandum in all events.

11. **Multiple Counterparts.** This Memorandum may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

[*signature page follows*]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

LANDLORD:

By: Dorothy J. Race
Name: Dorothy J. Race

STATE OF IL

COUNTY OF Winnebago

The foregoing instrument was acknowledged before me this 29 day of April, 2023, by Dorothy J. Race.

Allism Sowell
Notary Public

Allism Sowell
Typed or Printed

11/18/26
Commission Expiration Date

(SEAL)

OFFICIAL SEAL
ALLISON R SOWELL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 11/18/2026

TENANT:
Apex IL DER, LLC,
a Delaware limited liability company

By: Apex Clean Energy Finance, LLC,
a Delaware limited liability company,
its Sole Member

By: Apex GBR, LLC,
a Delaware limited liability company,
its Sole Member

By: Apex Clean Energy Holdings, LLC,
a Delaware limited liability company,
its Manager

By: _____
Name: Jeanine G. Wolanski
Title: Senior Vice President of Land Management

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this 10 day of May, 2023 by Jeanine G. Wolanski, as the Senior Vice President of Land Management for Apex Clean Energy Holdings, LLC, a Delaware limited liability company, the Manager of Apex GBR, LLC, a Delaware limited liability company, the Sole Member of Apex Clean Energy Finance, LLC, a Delaware limited liability company, the Sole Member of Apex IL DER, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public

My Commission Expires: 4.30.26

Lori Carrara
Commonwealth of Virginia
Notary Public
Commission No. 276132
My Commission Expires 4/30/2026

This instrument prepared by: Emily Carroll, Esq.
Apex Clean Energy, Inc.
120 Garrett Street, Suite 700
Charlottesville, Virginia 22902

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

That certain real property of Landlord located in Montgomery County, Illinois, consisting of 30.63 acres, more particularly described as follows:

Tract 1:

Part of the Northeast Quarter of the Northwest Quarter of Section 24, Township 8 North, Range 4 West of the Third Principal Meridian described as follows: Commencing at an iron pin at the Northwest corner of said Section 24; thence South 0 degrees 00'00" E., 660.00 feet; thence North 90 degrees 00' 00" E., 2012.15 feet to an iron pin; thence S.4 degrees 24' 54" W., 446.53 feet to an iron pin and and the true point of beginning; thence S. 4 degrees 24' 54' W., 107.34 feet to an iron pin; thence N. 90 degrees 00' 00" W., 420.50 feet to an iron pin; thence N. 18 degrees 29' 50" E., 112.94 feet along the East right of way line of Illinois Route 127 to an iron pin; thence N. 90 degrees 00' 00" E., 392.94 feet, situated in Montgomery County, Illinois.

Tax Parcel Reference: 16-24-127-007 (1 acre)
Parcel Address: IL Route 127 (Ondey Court), Taylor Springs, IL 62089

Tract 2:

Two Parts of the East Half of the Northwest Quarter and of the West Half of the Northeast Quarter of Section 24, Township 8 North, Range 4 West of the Third Principal Meridian, described as: Beginning 990 Feet South of the Northwest corner of the Northeast Quarter of the Northwest Quarter of said Section, thence running South 829 feet; thence East 90 rods; thence North 829 feet; and thence West 90 rods to the place of beginning (all minerals excepted), also; Beginning 40 rods South of the Northwest corner of the Northeast Quarter of the Northwest Quarter of said Section and thence running East 90 rods; thence South 20 rods; thence West 90 rods; and thence North 20 rods to the place of beginning; Excepting that part of said land lying West of State Route 127; and further excepting that real estate conveyed to Hillsboro Veteran's Club, Inc. by deed recorded April 7, 1965, at Recorder's Book 250, Page 252; excepting all coal underlying said land, situated in Montgomery County, Illinois.

Less and Except:

The North Half (N 1/2) of the following described property: A part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty-four (24), Township Eight (8) North, Range Four (4) West of the Third Principal Meridian, described as follows:

From the Northwest corner of said Section Twenty-four (24) run South 660 feet, thence East 2,012.15 feet; thence in a Southerly direction 330.98 feet to the point of beginning; thence in a Southerly direction 223.36 feet; thence West 420.5 feet to the Easterly right-of-way line of State Route 127; thence North 18° 32' East 234.67 feet along said right-of-way line; thence East 363.1 feet to the point of beginning, situated in Montgomery County, Illinois,

Tax Parcel Reference:	16-24-176-004 (29.63 acres)
Parcel Address:	IL Route 127 (Ondey Court), Taylor Springs, IL 62089

In the event of inaccuracies in the foregoing legal description, Landlord and Tenant shall amend this Memorandum to correct such inaccuracies.

Exhibit C: Interconnection Agreement

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

This agreement (together with all attachments, the "Agreement") is made and entered into this 04 day of December 2023, by and between Apex IL DER, LLC ("interconnection customer"), as a Limited Liability Company organized and existing under the laws of the State of Delaware and Ameren Illinois Company, ("Electric Distribution Company" or "EDC"), a corporation existing under the laws of the State of Illinois. Interconnection customer and EDC each may be referred to as a "Party", or collectively as the "Parties".

Recitals:

Whereas, interconnection customer is proposing to install or direct the installation of a distributed generation facility, or is proposing a generating capacity addition to an existing distributed generation facility, consistent with the interconnection request application form completed by interconnection customer on 6/27/23; and

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

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

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

Article 1. Scope and Limitations of Agreement

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

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

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

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

1.5 Terms used in this agreement are defined as in Section 466.30 of the Illinois Distributed Generation Interconnection Standard unless otherwise noted.

1.6 Responsibilities of the Parties

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

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

1.6.3 The interconnection customer shall construct, own, operate, and maintain its distributed generation facility and interconnection facilities in accordance with this Agreement.

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

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

1.7 Parallel Operation Obligations

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

1.8 Metering

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

1.9 Reactive Power

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

at all times. Interconnection customers with a distributed generation facility smaller than 1 MVA shall design their distributed generation facility to maintain a power factor at the point of interconnection between .90 lagging and .90 leading at all times.

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

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

1.10 Standards of Operations

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

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

2.1 Equipment Testing and Inspection

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

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

2.1.2 If the interconnection customer conducts interim testing of the distributed generation facility prior to the witness test, the interconnection customer shall obtain permission from the EDC before each occurrence of operating the distributed generation facility in parallel with the electric distribution system. The EDC may, at its own expense, send qualified personnel to the distributed generation facility to observe such interim testing, but it cannot mandate that these tests be considered in the final witness test. The EDC is not required to observe the interim testing or precluded from requiring the tests be repeated at the final witness test.

2.1.3 After the distributed generation facility passes the witness test, the EDC shall affix an authorized signature to the certificate of completion and return it to the interconnection customer approving the interconnection and authorizing parallel operation. The authorization shall not be conditioned or delayed.

2.2 Commercial Operation

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

2.3 Right of Access

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

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

3.1 Effective Date

This Agreement shall become effective upon execution by all Parties.

3.2 Term of Agreement

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

3.3 Termination

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

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

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

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

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

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

3.4 Temporary Disconnection

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

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

3.4.2 Scheduled maintenance, construction, or repair – the EDC may interrupt interconnection service or curtail the output of the distributed generation facility and temporarily disconnect the distributed generation facility from the EDC's electric distribution system when necessary for scheduled maintenance, construction, or repairs on EDC's electric distribution system. To the extent possible, the EDC shall provide the interconnection customer with notice five business days before an interruption. The EDC shall coordinate the reduction or temporary disconnection with the interconnection customer; however, the interconnection customer is responsible for out-of-pocket costs incurred by the EDC for deferring or rescheduling maintenance, construction or repair at the interconnection customer's request.

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

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

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

3.4.6 The EDC is not responsible for any lost opportunity or other costs incurred by the interconnection customer as a result of an interruption of service under Article 3.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

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

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

4.2 Distribution Upgrades

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

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

5.1 Billing and Payment Procedures and Final Accounting (Applies to additional reviews conducted under a Level 2 review and Level 4 reviews)

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

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

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

5.2 Interconnection Customer Deposit

Within 15 business days after signing and returning the interconnection agreement to the EDC, the interconnection customer shall provide the EDC with a deposit equal to 100% of the estimated, non-binding cost to procure, install, or construct any such facilities (the “Security Deposit”). However, when the estimated date of completion of the building or installation of facilities exceeds three months from the date of notification, pursuant to Article 4.1.1 of this Agreement, this deposit may be held in escrow by a mutually agreed-upon third-party, with any interest to inure to the benefit of the interconnection customer.

To the extent that this interconnection agreement is terminated for any reason, the EDC shall return all deposits provided by the interconnection customer, less any actual costs incurred by the EDC.

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

6.1 Assignment

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

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

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

6.2 Limitation on Damages

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

6.3 Indemnity

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

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

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

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

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

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

6.4 Force Majeure

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

6.4.2 If a force majeure event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the force majeure event ("Affected Party") shall notify the other Party of the existence of the force majeure event within one

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

6.5 Default

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

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

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

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

Article 7. Insurance

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

Article 8. Dispute Resolution

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

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

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

8.4 After the first meeting, each Party may seek resolution through complaint or mediation procedures available at the Commission. The Commission may designate an engineer from the Commission's Energy Division to assist in resolving the dispute. Dispute resolution shall be conducted in a manner designed to minimize costs and delay. Dispute resolution may be conducted by phone.

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

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

Article 9. Miscellaneous

9.1 Governing Law, Regulatory Authority, and Rules

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

9.2 Amendment

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

9.3 No Third-Party Beneficiaries

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

9.4 Waiver

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

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

9.5 Entire Agreement

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

9.6 Multiple Counterparts

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

9.7 No Partnership

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

9.8 Severability

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

9.9 Environmental Releases

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

9.10 Subcontractors

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

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

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

Article 10. Notices

10.1 General

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

If to Interconnection Customer:

Interconnection Customer: Apex IL DER, LLC

Attention:

Address: 120 Garrett Stre et Suite 700

City: Charlottesville State: VA Zip: 22902

Phone: 434-282-3230 Fax: E-Mail: mary-marg ret.he rtz@apexclean nergy.com

If to EDC:

EDC: Ameren Illinois Company

Attention: Ameren Illinois Net Metering Coordinator

Address: 10 Richard Mark Way – Mail Code 910

City: Collinsville State: IL Zip: 62234

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

Alternative Forms of Notice

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

10.2 Billing and Payment

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

If to Interconnection Customer:

Interconnection Customer: Apex IL DER, LLC

Attention: Accounts Payable: AP@apexcleanenergy.com, cc: mary-margaret.hertz@apexcleanenergy.com

Address: 120 Garrett Stre t Suite 700

City: Charlottesville State: VA Zip: 22902

If to EDC:

EDC: Ameren Illinois

Attention: Ameren Net Metering Coordinator

Address: 10 Richard Mark Way – Mail Code 910

City: Collinsville State: IL Zip: 62234

10.3 Designated Operating Representative

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

Interconnection Customer's Operating Representative:

Attention: Apex ROCC

Address: 120 Garrett Street Suite 700

City: Charlottesville State: VA Zip: 22902

EDC's Operating Representative: Ameren Illinois

Attention: Ameren Illinois Net Metering Coordinator

Address: 10 Richard Mark Way – Mail Code 910

City: Collinsville State: IL Zip: 62234

10.4 Changes to the Notice Information

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

Article 11. Signatures

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

For the Interconnection Customer: -

Name: Ken Young

Title: CEO of the Manager of the Sole Member of the Sole Member of Apex IL DER, LLC

Date: January 10, 2024

For EDC:

Name: Jason Klein

Title: Sr. Director, Distrib Ops, Eng & Plng

Date: 1/17/24

Exhibit D: AIMA

STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT
between
Montgomery Springs Solar, LLC

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

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

Montgomery Springs Solar, LLC, hereafter referred to as Commercial Solar Energy Facility Owner, or simply as Facility Owner, plans to develop and/or operate a 5MWac Commercial Solar Energy Facility in Montgomery County [GPS Coordinates: 39.126194, -89.484157], which will consist of up to 30 acres that will be covered by solar facility related components, such as solar panel arrays, racking systems, access roads, an onsite underground collection system, inverters and transformers and any affiliated electric transmission lines. This AIMA is made and entered between the Facility Owner and the IDOA.

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

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

Conditions of the AIMA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Definitions

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

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

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

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

Construction and Deconstruction Standards and Policies

1. Support Structures

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

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

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

2. Aboveground Facilities

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

3. Guy Wires and Anchors

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

4. Underground Cabling Depth

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

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

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

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

1. Within the fenced perimeter of the Facility; or

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

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

5. Topsoil Removal and Replacement

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

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

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

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

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

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

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

6. Rerouting and Permanent Repair of Agricultural Drainage Tiles

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

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

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

C. **Maintaining Surrounding Area Subsurface Drainage**

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

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

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

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

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

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

7. Rock Removal

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

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

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

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

8. Repair of Compaction and Rutting

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

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

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

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

9. Construction During Wet Weather

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

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

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

10. Prevention of Soil Erosion

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

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

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

11. Repair of Damaged Soil Conservation Practices

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

12. Compensation for Damages to Private Property

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

13. Clearing of Trees and Brush

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

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

14. Access Roads

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

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

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

15. Weed/Vegetation Control

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

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

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

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

16. Indemnification of Landowners

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

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

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

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

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

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

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

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

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

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

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

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

Concurrence of the Parties to this AIMA

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

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

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE

Jerry Costello II

By: Jerry Costello II, Director

Clay Nordsieck

By [redacted]
Clay Nordsieck, Deputy General Counsel

801 E. Sangamon Avenue, 62702
State Fairgrounds, POB 19281 Springfield,
IL 62794-9281

2/23, 2024

Montgomery Springs Solar, LLC

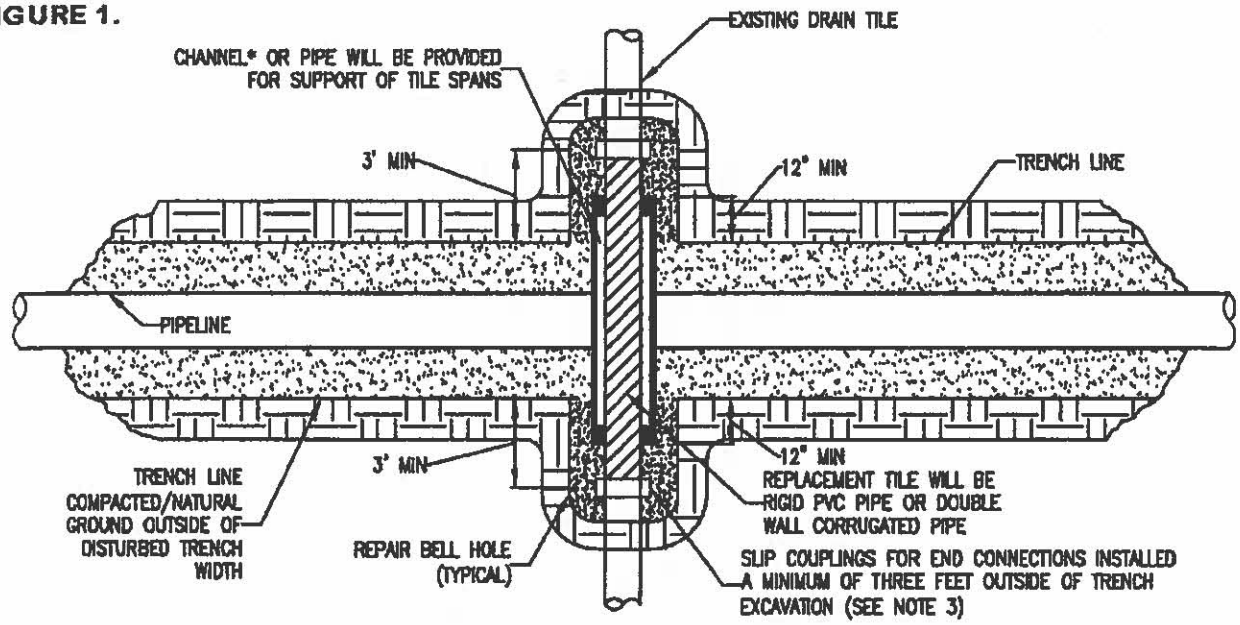
By Charlie Johnson, Sr. Director of DER

120 Garrett St Ste 700
Charlottesville, VA 22902

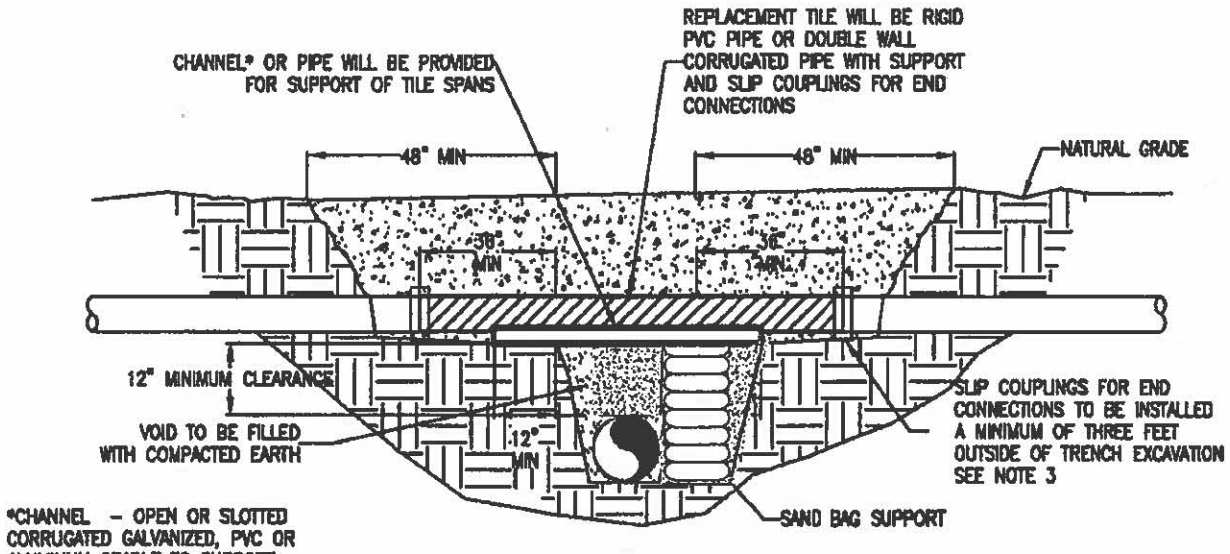
Address

February 6th, 2024

FIGURE 1.



PLAN
N.T.S.



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

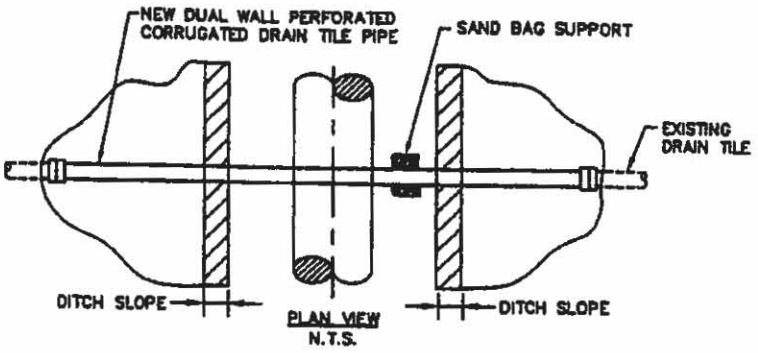
CROSS SECTION
N.T.S.

NOTE:

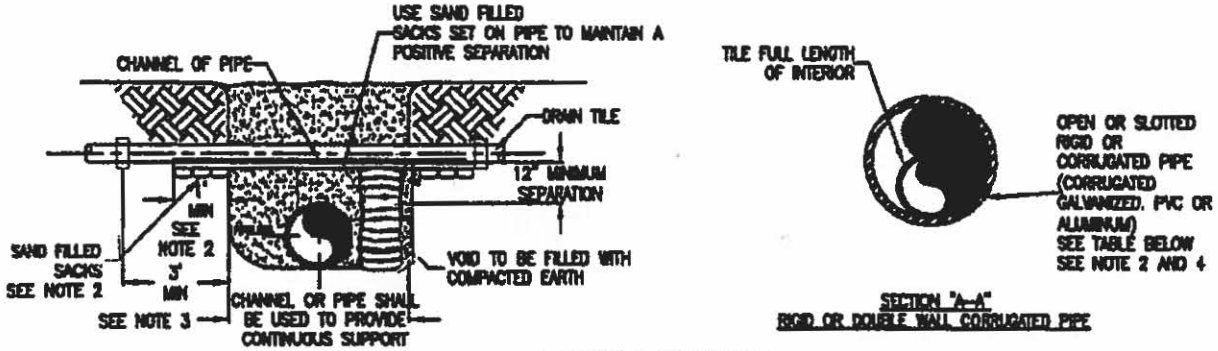
1. IMMEDIATELY REPAIR TILE IF WATER IS FLOWING THROUGH TILE AT TIME OF TRENCHING. IF NO WATER IS FLOWING AND TEMPORARY REPAIR IS DELAYED, OR NOT MADE BY THE END OF THE WORK DAY, A SCREEN OR APPROPRIATE 'NIGHT CAP' SHALL BE PLACED ON OPEN ENDS OF TILE TO PREVENT ENTRAPMENT OF ANIMALS ETC.
2. CHANNEL OR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

TEMPORARY DRAIN TILE REPAIR

FIGURE 2.



PLAN VIEW



END VIEWS

MINIMUM SUPPORT TABLE			
TILE SIZE	CHANNEL SIZE	PIPE SIZE	
3"	4" @ 5.4 #/ft	4"	STD. WT.
4"-6"	5" @ 6.7 #/ft	6"	STD. WT.
8"-9"	7" @ 9.8 #/ft	9"-10"	STD. WT.
10"	10" @ 15.3 #/ft	12"	STD. WT.

NOTE:

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

PERMANENT DRAIN TILE REPAIR

Exhibit E: Construction Plan Set

PROJECT:

MONTGOMERY SPRINGS SOLAR

MONTGOMERY COUNTY, IL

PROJECT CONTACTS

Civil Engineer:
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Larson Engineering, Inc.
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Naperville, IL 60563
Tel: 630.357.0540
Fax: 630.357.0164

Land Surveyor:
Carl J. Nail, P.L.S.
Nail Land Surveying
84 Beacon Hill Lane
Litchfield, IL 62056
Tel: 217.324.2557

INDEX OF DRAWINGS

VICINITY MAP

Project Location
Montgomery County, IL
39.1264551°N, -89.486200°W

ABBREVIATIONS

ADS	ADVANCED DRAINAGE SYSTEMS, INC.
B/W	BOTTOM OF WALL
C	TOP OF CONCRETE
CB	PRECAST CONCRETE CATCH BASIN
CMP	CORRUGATED STEEL PIPE
DIP	DUCTILE IRON PIPE
EX	EXISTING
FG	FINISH GRADE
FH	FIRE HYDRANT
FL	FLOW LINE
HDPE	HIGH DENSITY POLYETHYLENE
INL	PRECAST CONCRETE INLET
INV	INVERT
MH	PRECAST CONCRETE MANHOLE
P	TOP OF PAVEMENT
PC	PORTLAND CEMENT
PR	PROPOSED
PVC	POLYVINYL CHLORIDE
RCP	REINFORCED CONCRETE PIPE
RD	ROOF DRAIN
SAN	SANITARY
STM	STORM DRAIN
TC	TOP OF CURB
TW	TOP OF SIDEWALK
T/W	TOP OF WALL
T/WM	TOP OF WATER MAIN
UC	UTILITY CROSSING
V	VALVE
WM	WATER MAIN
WS	WATER SERVICE

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OPERATES 24 HOURS A DAY 365 DAYS A YEAR

WARNING
CALL BEFORE YOU DIG

CALL 1(503)232-1987 48 HOURS BEFORE YOU DIG

LEGEND

EXISTING		PROPOSED
	SANITARY SEWER	
	STORM SEWER	
	WATER MAIN	
	SANITARY SEWER MANHOLE	
	STORM SEWER MANHOLE	
	CATCH BASIN	
	INLET	
	VALVE IN VAULT	
	FIRE HYDRANT	
	UTILITY POLE	
	STREET LIGHT	
	LIGHT STANDARD	
	STREET SIGN	
621.12	SPOT ELEVATION	686.02 TC 685.62 FL
621	CONTOUR	621
	SURFACE DRAINAGE	
RIM XXX.XX INV XXX.XX	SANITARY MANHOLE ELEVATIONS	RIM XXX.XX INV XXX.XX
RIM XXX.XX INV XXX.XX	STORM STRUCTURE ELEVATIONS	RIM XXX.XX INV XXX.XX
	PROPERTY LINE & R.O.W.	
	EASEMENT & SETBACK LINE	
X X	CHAIN FENCE	X X
	WOOD FENCE	
UE UT	BURIED UTILITY LINE	UE UT
OE OT	OVERHEAD UTILITY LINE	OE OT

FOR BURIED AND OVERHEAD UTILITIES:
E=ELECTRIC T=TELEPHONE C=COMMUNICATIONS G=GAS

Larson Engineering, Inc.
1488 Bond Street, Suite 100
Naperville, IL 60563-6503
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www.larsonengr.com
ILLINOIS LICENSE NO. 184-001442

Client:
APEX CLEAN ENERGY, INC
120 GARRETT STREET, SUITE 700
CHARLOTTESVILLE, VA 22902

Project Title:
MONTGOMERY SPRINGS SOLAR
MONTGOMERY COUNTY, IL

Seal:
DOUGLAS H. KEPPY
062-066676
LICENSED PROFESSIONAL ENGINEER
OF
ILLINOIS

Date: November 8, 2024
Expires: November 30, 2025

Rev.	Date	Description

Project #: 22240015.000
Drawn By: NLF
Checked By: DHK
Issue Date: 11.8.2024

Sheet Title:
COVER SHEET

C0.0

GENERAL NOTES

1. DO NOT SCALE PLANS FOR CONSTRUCTION DIMENSIONS.

2. ALL SITE IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE FOLLOWING, EXCEPT AS MODIFIED HEREIN OR ON THE PLANS.
   - 2.1. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR ALL IMPROVEMENTS EXCEPT SANITARY SEWER AND WATER MAIN CONSTRUCTION,
   - 2.2. CODES AND REGULATIONS OF MONTGOMERY COUNTY,
   - 2.3. IN CASE OF CONFLICT BETWEEN THE APPLICABLE ORDINANCES, THE MORE STRINGENT SHALL TAKE PRECEDENCE AND SHALL CONTROL ALL CONSTRUCTION.

3. THE FOLLOWING MUST BE NOTIFIED TWO WORKING DAYS PRIOR TO STARTING CONSTRUCTION:
   - 3.1. COUNTY COORDINATOR (217) 532-9563
   - 3.2. HIGHWAY DEPARTMENT (217) 532-6109

4. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, AND CONDITIONS AFFECTING THEIR WORK WITH ACTUAL CONDITIONS AT THE JOB SITE PRIOR TO THE START OF WORK. ANY DISCREPANCIES FOUND SHALL BE IMMEDIATELY REPORTED TO THE ENGINEER AND NO FURTHER WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS CHECKED AND CORRECTED BY THE ENGINEER.

5. THE ACCURACY AND COMPLETE INCLUSION OF THE LOCATIONS OF EXISTING UTILITIES IS NOT GUARANTEED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL PRIVATE AND PUBLIC UTILITIES EVEN THOUGH THEY MAY NOT BE SHOWN ON THE PLANS. ANY UTILITY THAT IS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE ENGINEER, PROJECT OWNER AND UTILITY OWNER, BY THE CONTRACTOR AT HIS OWN EXPENSE.

6. THE CONTRACTOR SHALL CALL 811 TO NOTIFY THE LOCAL ONE CALL CENTER OF THE INTENT TO EXCAVATE A MINIMUM OF THREE FULL WORKING DAYS PRIOR TO SUCH EXCAVATION. THE CONTRACTOR SHALL CONTACT "JULIE" AT (800) 892-0123 TO HAVE CERTAIN UTILITY COMPANIES FIELD LOCATE THEIR INSTALLATIONS. A MINIMUM OF TWO (2) FULL WORKING DAYS NOTICE ARE REQUIRED FOR A FIELD LOCATION.

7. THE CONTRACTOR SHALL EXAMINE THE PLANS AND SPECIFICATIONS, VISIT THE SITE OF THE WORK AND INFORM HIMSELF FULLY WITH THE WORK INVOLVED, GENERAL AND LOCAL CONDITIONS, ALL FEDERAL, STATE AND LOCAL LAWS, ORDINANCES, RULES AND REGULATIONS AND ALL OTHER PERTINENT ITEMS WHICH MAY AFFECT THE COST AND TIME OF COMPLETION OF THIS PROJECT BEFORE SUBMITTING A PROPOSAL. PERMITS AND LICENSES OF A TEMPORARY NATURE NECESSARY FOR THE PROSECUTION OF THE WORK SHALL BE SECURED AND PAID FOR BY THE CONTRACTOR.

8. THE CONTRACTOR SHALL BE REQUIRED TO MAKE ARRANGEMENTS FOR THE PROPER BRACING, SHORING AND OTHER REQUIRED PROTECTION OF ALL ROADWAYS, STRUCTURES, POLES, CABLES AND PIPE LINES, BEFORE CONSTRUCTION BEGINS. HE SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE STREETS OR ROADWAYS AND ASSOCIATED STRUCTURES AND SHALL MAKE REPAIRS AS NECESSARY TO THE SATISFACTION OF THE ENGINEER AND OWNER AT HIS OWN EXPENSE.

9. THE CONTRACTOR SHALL RESTORE ANY AREA DISTURBED TO A CONDITION EQUAL TO OR BETTER THAN ITS ORIGINAL USE. THIS SHALL INCLUDE FINISH GRADING, ESTABLISHMENT OF A VEGETATIVE COVER (SEEDING OR SOD) AND GENERAL CLEANUP. THE CONTRACTOR SHALL NOT EXCAVATE OR DISTURB BEYOND PROPERTY LINE BOUNDARIES, UNLESS OTHERWISE NOTED.

10. ALL LOT IRONS DAMAGED OR REMOVED DURING CONSTRUCTION OF THIS PROJECT SHALL BE REPLACED BY A PROFESSIONAL LAND SURVEYOR AND SAID COST OF REPLACEMENT SHALL BE PAID BY THE CONTRACTOR.

11. ALL WORK PERFORMED SHALL BE DONE BY QUALIFIED CONTRACTORS FAMILIAR WITH THE TYPE OF WORK TO BE ACCOMPLISHED.

12. PRIOR TO SUBMITTING HIS BID, THE CONTRACTOR SHALL CALL THE ATTENTION OF THE ENGINEER TO ANY MATERIAL OR EQUIPMENT HE DEEMS INADEQUATE AND TO ANY ITEM OF WORK OMITTED.

13. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS AND MEASURES ON SITE. THE ENGINEER HAS NO OVERALL SUPERVISORY AUTHORITY AND NO DIRECT RESPONSIBILITY FOR THE SPECIFIC WORKING CONDITIONS.

14. NO HOLES ARE TO BE LEFT OPEN IN THE PAVEMENT OR PARKWAY OVER A HOLIDAY, WEEKEND, OR AFTER 3 P.M. ON THE DAY PRECEDING A HOLIDAY OR WEEK, OR ANY TIME THE EXCAVATION CANNOT BE SUPERVISED, SECURED WITH SNOW FENCE AND LIGHTED.

15. ALL WORK AND MATERIALS WHICH DO NOT CONFORM TO THE SPECIFICATIONS ARE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.

16. THE CONTRACTOR WILL HAVE IN HIS POSSESSION ON THE JOB SITE A COPY OF THE LATEST PLANS AND SPECIFICATIONS PRIOR TO BEGINNING WORK.

DEMOLITION NOTES

1. CONTRACTOR IS RESPONSIBLE TO ENSURE THAT ALL NECESSARY PERMITS HAVE BEEN SECURED. CONTRACTOR SHALL PERFORM ALL DEMOLITION AND ASSOCIATED OPERATIONS IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND REQUIREMENTS OF AGENCIES HAVING JURISDICTION.

2. THE EXTENT OF DEMOLITION WORK IS INDICATED ON THE DRAWINGS AND SPECIFIED HEREIN AND INCLUDES, BUT IS NOT LIMITED TO, THE REMOVAL OF PAVING, VEGETATION AND OTHER SITE FEATURES WHICH CONFLICT WITH THE CONSTRUCTION OF THE NEW FACILITIES, OR ARE DESIGNATED TO BE REMOVED.

3. CONDUCT DEMOLITION OPERATIONS AND REMOVAL OF DEBRIS AND SPOILS TO ENSURE MINIMAL INTERFERENCE WITH FACILITY OPERATIONS.

4. NOTIFY OWNER 48 HOURS IN ADVANCE OF ANY UTILITY SHUTDOWN.

5. ALL DEMOLITION DEBRIS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF PROMPTLY AND IN A LEGAL MANNER. STOCKPILING OF MATERIALS WILL BE PROHIBITED WITHOUT PERMISSION FROM THE OWNER AND AGENCY HAVING JURISDICTION.

6. IF MATERIALS SUSPECTED OF CONTAINING HAZARDOUS MATERIALS ARE ENCOUNTERED, DO NOT DISTURB, AND NOTIFY EPC AND THE DEVELOPER IMMEDIATELY.

7. IF ANY ITEMS ARE ENCOUNTERED IN THE FIELD THAT ARE NOT SHOWN ON THE PLAN WHICH REQUIRE DEMOLITION OR RELOCATION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.

8. THE CONTRACTOR SHALL PROTECT ALL UTILITIES, STRUCTURES, AND TREES DESIGNATED TO REMAIN. ANY DAMAGE BY THE CONTRACTOR TO THESE UTILITIES, STRUCTURES, TREES, STREETS, OR ADJACENT PROPERTIES WILL BE REPLACED/REPAIRED AT THE CONTRACTOR'S EXPENSE.

9. CONTRACTOR SHALL PROVIDE TEMPORARY BARRICADES AND OTHER PROTECTION REQUIRED TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT FACILITIES TO REMAIN. DO NOT CLOSE OR OBSTRUCT WALKS, ROADS, WALKWAYS OR OTHER FACILITIES WITHOUT PERMISSION FROM THE OWNER AND AUTHORITIES HAVING JURISDICTION.

SITE CLEARING NOTES

1. GENERAL: REMOVE SHRUBS, GRASSES AND OTHER VEGETATION, IMPROVEMENTS, OR OBSTRUCTIONS AS REQUIRED TO PERMIT INSTALLATION OF NEW CONSTRUCTION. REMOVE SIMILAR ITEMS ELSEWHERE ON SITE OR PREMISES AS SPECIFICALLY INDICATED ON PLANS. "REMOVAL" INCLUDES DIGGING OUT AND OFF-SITE DISPOSING OF STUMPS AND ROOTS.

2. TOPSOIL: TOPSOIL IS DEFINED AS FERTILE, FRIABLE NATURAL LOAM SURFACE SOIL FOUND IN A DEPTH OF NOT LESS THAN 4 INCHES. SATISFACTORY TOPSOIL IS REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH, WEEDS AND OTHER LITTERS, AND FREE OF ROOTS, STUMPS, STONES LARGER THAN ½", AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH.

3. WHERE INDICATED, REMOVAL OF SITE FEATURES SHALL INCLUDE REMOVAL OF FOUNDATIONS TO A MINIMUM OF 3' BELOW SUBGRADE.

SITE GRADING NOTES

1. ALL SITE WORK SHALL INCLUDE CLEARING, STRIPPING, AND STOCKPILING OF TOPSOIL, REMOVING UNSUITABLE MATERIALS, THE CONSTRUCTION OF EMBANKMENTS, CONSTRUCTING NON-STRUCTURAL FILLS, AND FINAL SHAPING, AND TRIMMING TO THE LINES, GRADES AND CROSS-SECTION SHOWN ON THE PLANS.
2. CONTRACTOR TO ADJUST ALL EXISTING STRUCTURES TO MEET NEW GRADES.
3. ELEVATIONS SHOWN ARE PER SURVEY BY NAIL LAND SURVEYING DATED 6.27.2024.
4. ALL WORK RELATIVE TO PAD AND PAVEMENT CONSTRUCTION, TRENCHING AND BACKFILLING, SITE PREPARATION AND GRAVEL INSTALLATION, AS SHOWN ON THIS PLAN, SHALL BE CONSTRUCTED IN ACCORDANCE WITH SOIL TEST DATA, STATEMENTS, AND INTERPRETATIONS.
5. UNSUITABLE MATERIAL ENCOUNTERED IN EXCAVATING FOR ACCESS ROAD SUBGRADES SHALL BE REMOVED AND REPLACED WITH SUITABLE MATERIAL TO THE LIMITS APPROVED BY THE ENGINEER. UNSUITABLE MATERIAL THAT IS EXCAVATED SHALL BE DISPOSED OF AT THE CONTRACTOR'S EXPENSE.
6. THE CONTRACTOR IS TO ENSURE THAT NO SOIL ERODES FROM THE SITE. THIS SHOULD BE ACHIEVED BY CONSTRUCTION OF TEMPORARY BERMS, SILT FENCE, OR COMPOST WATTLE AT THE PROPERTY LINES AND WETTING THE SOIL TO PROTECT IT FROM WIND EROSION.
7. VERIFY ALL ELEVATIONS SHOWN ON PLAN FROM BASIS OF ELEVATION BENCHMARK PRIOR TO BEGINNING CONSTRUCTION.
8. CONDUCT EARTHWORK OPERATIONS ONLY IN AREA REQUIRED FOR IMMEDIATE CONSTRUCTION ACTIVITY AND THEN ONLY IF SEDIMENT CONTROL DEVICES ARE IN PLACE. MASS CLEARING AND GRADING OF THE SITE SHALL BE AVOIDED.

UTILITY NOTES

1. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES SHALL BE OBTAINED FROM ALL UTILITY COMPANIES, INVESTIGATED AND VERIFIED IN THE FIELD BY THE CONTRACTOR BEFORE STARTING WORK IN THE CONSTRUCTION AREA. EXCAVATION IN THE VICINITY OF EXISTING STRUCTURES SHALL BE PERFORMED BY HAND. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING FACILITIES, MAINTENANCE AND PROTECTION OF EXISTING UTILITIES AND STRUCTURES.
2. THE CONTRACTOR IS TO UNCOVER ALL LINES BEING TIED INTO AND VERIFY GRADES BEFORE ANY CONSTRUCTION.
3. THE CONTRACTOR SHALL NOTIFY UTILITY COMPANIES AND GOVERNMENT AGENCIES OF THE INTENT TO EXCAVATE A MINIMUM OF THREE FULL WORKING DAYS PRIOR TO SUCH EXCAVATION BY CALLING 811 TO NOTIFY THE LOCAL ONE CALL CENTER.

SEEDING NOTES

1. SEED ALL DISTURBED AREAS AS SOON AS POSSIBLE AFTER LAND DISTURBING ACTIVITIES ARE COMPLETED. SEE STATE AND/OR LOCAL STANDARD SPECIFICATIONS FOR SEEDING REQUIREMENTS DURING CONSTRUCTION.
2. A COVER CROP SHALL BE PLANTED, AS NEEDED TO PROVIDE ADDITIONAL EROSION PROTECTION. SEE STATE AND/OR LOCAL STANDARD SPECIFICATIONS FOR SEEDING REQUIREMENTS.

EARTHWORK/FILL PLACEMENT NOTES

1. SUITABLE GENERAL FILL MATERIALS SHALL CONSIST OF SOIL MATERIALS THAT ARE FREE OF DEBRIS, FROZEN MATERIALS, VEGETATION, ORGANIC AND OTHER DELETERIOUS MATTER AND HAVING MINIMUM PARTICLE SIZE OF 2" IN ALL DIMENSIONS.
2. SUITABLE STRUCTURAL FILL MATERIALS SHALL BE OF A NATURE THAT WILL COMPACT AND DEVELOP A STABILITY SATISFACTORY TO THE GEOTECHNICAL ENGINEER. SUCH MATERIALS SHALL NOT CONTAIN FROZEN MATERIAL OR ANY MATERIAL WHICH, BY DECAY OR OTHERWISE, MIGHT CAUSE SETTLEMENT.
3. MATERIAL TYPES FOR STRUCTURAL FILL PURPOSES:
   - A. SUITABLE FINE-GRAINED SOILS – SOIL MATERIALS THAT COMPLY WITH ASTM D 2487 SOIL CLASSIFICATION GROUP CL AND MEET THE FOLLOWING REQUIREMENTS:
     - a. LABORATORY MODIFIED DRY DENSITY OF 110 PCF OR GREATER WHEN DETERMINED IN ACCORDANCE WITH ASTM D1557
     - b. PLASTICITY INDEX OF GREATER THAN 12
     - c. LIQUID LIMIT LESS THAN 45
     - d. BITUMINOUS CONCRETE AND GRANULAR BASE MATERIALS (LESS THAN 4" IN DIAMETER) REMOVED FROM EXISTING PAVEMENT AREA. PARTICLE SIZE DISTRIBUTION WITH GREATER THAN 50% PASSING THE NO. 200 SIEVE
   - B. SUITABLE COARSE-GRAINED SOILS – SOIL MATERIALS THAT COMPLY WITH ASTM-D2487 SOIL CLASSIFICATION GROUPS GW, GP, GM, SW, SP AND SC.
   - C. UNSUITABLE FILL – SOIL MATERIALS THAT DO NOT MEET THE STATED CRITERIA FOR SUITABLE SOILS SHALL NOT BE USED AS STRUCTURAL FILL.
   - D. BITUMINOUS CONCRETE AND GRANULAR BASE MATERIALS LESS THAN 4" IN DIAMETER REMOVED FROM EXISTING PAVEMENT AREAS MAY BE USED AS STRUCTURAL FILL, SUBJECT TO GRADATION, PLACEMENT AND COMPACTION CONTROL BY THE GEOTECHNICAL ENGINEER.
4. INSTALLED FILL LAYERS SOFTENED OR OTHERWISE DAMAGED BY RAIN, PONDED WATER, OR CONSTRUCTION ACTIVITIES SHALL BE SCARIFIED, DRIED AND RECOMPACTED OR REMOVED AND REPLACED. THIS WORK, EVEN IF PERFORMED AFTER LIFT OR FILL ACCEPTANCE, SHALL BE INCIDENTAL TO THE VARIOUS PAY ITEMS OF THE WORK.
5. UNSUITABLE SUBGRADE CONDITIONS:
   - A. WITHIN AREAS OF NEW OR RECONSTRUCTED PAVEMENTS, SOFT OR OTHERWISE UNACCEPTABLE SUBGRADE MATERIALS SHALL TYPICALLY BE REMOVED TO A DEPTH WHERE THE MINIMUM IN SITU UNCONFINED COMPRESSIVE STRENGTH IS 2.0 TSF AND THE MOISTURE CONTENT IS NO MORE THAN 3 PERCENTAGE POINTS ABOVE THE OPTIMUM MOISTURE CONTENT PER ASTM D1557. WHEN THE DEPTH OF UNSUITABLE MATERIAL IS EXCESSIVE AND DOES NOT WARRANT COMPLETE REMOVAL, REMEDIAL PROCEDURES WILL TYPICALLY REQUIRE PLACEMENT OF A GEOTEXTILE FABRIC (MIRAFI 600X OR APPROVED EQUAL) AND SUFFICIENT AGGREGATE FILL ON THE REMAINING MATERIAL TO ENABLE THE INSTALLATION OF PROPERLY COMPACTED EARTHFILL TO THE REQUIRED SUBGRADE LEVEL. ALTERNATIVE PROCEDURES MAY BE REQUIRED DEPENDING ON THE CONDITIONS ENCOUNTERED. SPECIFIC REQUIREMENTS FOR REMOVAL AND REMEDIAL PROCEDURES SHALL BE AS DIRECTED BY THE GEOTECHNICAL ENGINEER DURING THE EARTHWORK OPERATIONS.
   - B. REMOVAL OF UNSUITABLE MATERIALS AND INSTALLATION OF REPLACEMENT FILL MATERIAL UNDER AND ADJACENT TO PROPOSED BUILDINGS AND STRUCTURES SHALL BE AS SPECIFIED BY THE GEOTECHNICAL ENGINEER.

EARTHWORK/FILL PLACEMENT NOTES CONTINUED

- C. PAYMENT FOR REMOVAL AND REPLACEMENT OF UNACCEPTABLE MATERIALS AND THE INSTALLATION OF GEOTEXTILE FABRIC AND AGGREGATE FILL SHALL BE AS INDICATED IN THE SPECIAL PROVISIONS. SUCH PAYMENT SHALL INCLUDE ALL WORK NECESSARY FOR REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS, SUPPLY AND PLACEMENT OF FABRIC AND AGGREGATE MATERIALS, SUPPLY, PLACEMENT AND COMPACTION OF SUITABLE FILL MATERIAL AND ANY DEWATERING REQUIRED DURING THESE ACTIVITIES.

6. SUITABLE FILL MATERIALS SHALL BE PLACED AS COMPACTED STRUCTURAL FILL UNDER PROPOSED PAVEMENTS, BUILDINGS AND STRUCTURES, WHERE FILL IS NECESSARY. COMPACTED FILL SHALL BE PLACED TO ELEVATIONS REQUIRED TO INSTALL THE SPECIFIED THICKNESSES AND ESTABLISH THE INDICATED SURFACE ELEVATIONS OF THE PAVEMENTS AND GROUND SURFACES INDICATED ON THE PLANS.
7. UNSUITABLE MATERIALS MAY BE PLACED WITHIN ADJACENT OPEN SPACE AREAS ONLY WHERE FILL IS REQUIRED TO OBTAIN FINAL SUBGRADE LEVELS. IF BORROW PITS ARE USED TO OBTAIN STRUCTURAL FILL MATERIAL, UNSUITABLE MATERIALS MAY BE USED TO BRING THE BORROW AREAS TO GRADE. DISPOSAL OF SUCH MATERIALS SHALL BE LIMITED TO AREAS AND DEPTHS AUTHORIZED BY THE GEOTECHNICAL ENGINEER. IF SUFFICIENT ACCEPTABLE PLACEMENT AREAS ARE NOT AVAILABLE, REMAINING UNSTABLE AND UNSUITABLE MATERIALS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF.
8. IF NECESSARY, THE CONTRACTOR SHALL PROVIDE SUFFICIENT SUITABLE STRUCTURAL FILL MATERIAL FROM OFF-SITE SOURCES AS NECESSARY TO COMPLETE EARTHWORK OPERATIONS TO THE REQUIRED LEVELS AND ELEVATIONS. THE SUITABILITY OF MATERIALS SUPPLIED BY THE CONTRACTOR SHALL BE AS DEFINED IN PARAGRAPH (3) OF THESE SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE THE GEOTECHNICAL ENGINEER ACCESS TO THE PROPOSED OFF-SITE SOURCES TO TAKE SAMPLES AND EVALUATE THE MATERIALS.
9. PROOF ROLL SUBGRADE WITH HEAVY PNEUMATIC-TIRED EQUIPMENT TO IDENTIFY SOFT POCKETS AND AREAS OF EXCESS YIELDING. DO NOT PROOF ROLL WET OR SATURATED SUBGRADES.
10. FILL MATERIAL SHALL BE PLACED IN LAYERS (LIFTS) AND COMPACTED IN ACCORDANCE WITH THE FOLLOWING SPECIFIED REQUIREMENTS. TYPICALLY, LIFT THICKNESS SHALL NOT EXCEED 8 INCHES (LOOSE CONDITION) AND THE FILL MATERIAL (WHEN COMPACTED) SHALL HAVE A MOISTURE CONTENT WITHIN THE LIMITS OF -1 TO +3 PERCENTAGE POINTS OF ITS OPTIMUM VALUE. NECESSARY LIFT THICKNESSES AND MOISTURE CONTENTS SHALL BE AS DETERMINED BY THE GEOTECHNICAL ENGINEER TO OBTAIN THE REQUIRED COMPACTION AND STRENGTH OF MATERIAL IN PLACE.
    - E. UNPAVED AREAS: COMPACT TOP 6 INCHES OF SUBGRADE AND EACH SUCCESSIVE LAYER (NOT EXCEEDING 12-INCH THICKNESS OF LOOSE MEASURE) OF BACKFILL OR FILL MATERIAL TO A MINIMUM OF 75% RELATIVE DENSITY FOR FREE-DRAINING COHESIONLESS SOILS (ASTM D4253 & D4254) AND 85% MAXIMUM DENSITY FOR COHESIVE SOIL MATERIAL, AS DETERMINED BY THE MODIFIED PROCTOR METHOD (ASTM D1557).
    - F. PAVEMENT, SLAB, AND GRAVEL DRIVEWAY AREAS: COMPACT TOP 6 INCHES OF SUBGRADE AND EACH LAYER OF BACKFILL OR FILL MATERIAL TO A MINIMUM OF 80% RELATIVE DENSITY FOR FREE-DRAINING COHESIONLESS SOILS (ASTM D4253 & D4254) AND 95% MAXIMUM DRY DENSITY FOR COHESIVE SOILS AND WELL GRADED GRANULAR SOIL, AS DETERMINED BY THE MODIFIED PROCTOR METHOD (ASTM D1557)
11. GRADING: UNIFORMLY GRADE AREAS TO A SMOOTH SURFACE, FREE FROM IRREGULAR SURFACE CHANGES. COMPLY WITH COMPACTION REQUIREMENTS AND GRADE TO CROSS SECTIONS, LINES, AND ELEVATIONS INDICATED.
    - A. PROVIDE A SMOOTH TRANSITION BETWEEN ADJACENT EXISTING GRADES AND NEW GRADES.
    - B. CUT OUT SOFT SPOTS, FILL LOW SPOTS, AND TRIM HIGH SPOTS TO COMPLY WITH REQUIRED SURFACE TOLERANCES.
    - C. SLOPE GRADES TO DIRECT WATER AWAY FROM FOUNDATIONS TO PREVENT PONDING, FINISH SUBGRADES TO REQUIRED ELEVATIONS WITHIN THE FOLLOWING TOLERANCES:
      - LAWN OR UNPAVED AREAS: ± 1 INCH
      - PAVEMENTS: ± ½ INCH

SITE PLAN NOTES

1. ALL WORK PERFORMED SHALL MEET THE STANDARDS OUTLINED IN THE ENCLOSED PLANS, AS WELL AS THE STANDARD SPECIFICATIONS FOR CONSTRUCTION (LATEST EDITION) BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION, UNLESS OTHERWISE NOTED.
2. DRAINAGE FABRIC, IF REQUIRED, SHALL BE NON-WOVEN GEOTEXTILE SPECIFICALLY MANUFACTURED AS A DRAINAGE GEOTEXTILE, MADE FROM POLYOLEFINS, POLYESTERS, OR POLYAMIDES AND WITH THE FOLLOWING MINIMUM PROPERTIES DETERMINED ACCORDING TO ASTM D 4759 AND REFERENCED STANDARD TEST METHODS:
   - GRAB TENSILE STRENGTH: 110 LBF (ASTM D 4632)
   - TEAR STRENGTH: 40 LBF (ASTM D 4533)
   - PUNCTURE RESISTANCE: 50 LBF (ASTM D 4833)
   - WATER FLOW RATE: 150 GPM PER SQ. FT. (ASTM D 4491)
   - APPARENT OPENING SIZE: NO. 50 (ASTM D 4751)
3. SEPARATION FABRIC, IF REQUIRED, SHALL BE WOVEN GEOTEXTILE SPECIFICALLY MANUFACTURED FOR USE AS A SEPARATION GEOTEXTILE, MADE FROM POLYOLEFINS, POLYESTERS, OR POLYAMIDES AND WITH THE FOLLOWING MINIMUM PROPERTIES DETERMINED ACCORDING TO ASTM D 4759 AND REFERENCED STANDARD TEST METHODS:
   - GRAB TENSILE STRENGTH: 200 LBF (ASTM D 4632)
   - TEAR STRENGTH: 75 LBF (ASTM D 4533)
   - PUNCTURE RESISTANCE: 90 LBF (ASTM D 4833)
   - WATER FLOW RATE: 4 GPM PER SQ. FT. (ASTM D 4491)
   - APPARENT OPENING SIZE: NO. 30 (ASTM D 4751)

DIMENSION NOTES

1. ALL DIMENSIONS ARE FROM FACE OF CURB, FACE OF BUILDING, EDGE OF PAVEMENT, PROPERTY LINE OR POINT OF TANGENCY UNLESS OTHERWISE NOTED.
2. ALL QUANTITIES SHOWN ARE APPROXIMATE AND CONTRACTOR SHOULD RELY ON HIS OWN FINAL TAKEOFFS FOR EXACT QUANTITIES.

SEDIMENT & EROSION CONTROL NOTES

1. ALL WORK PERFORMED SHALL MEET THE STANDARDS OUTLINED IN THE ENCLOSED PLANS, AS WELL AS THE STANDARDS OF CONSTRUCTION (LATEST EDITION) BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION, UNLESS OTHERWISE NOTED.
2. INSTALL TEMPORARY EROSION CONTROL MEASURES (SEDIMENT BARRIER AND ROCK CONSTRUCTION ENTRANCE) PRIOR TO BEGINNING ANY EXCAVATION OR DEMOLITION WORK AT THE SITE.
3. EROSION CONTROL MEASURES SHOWN ON THE EROSION CONTROL PLAN ARE THE ABSOLUTE MINIMUM. THE CONTRACTOR SHALL INSTALL TEMPORARY EARTH DIKES, SEDIMENT TRAPS OR BASINS, ADDITIONAL SILTATION FENCING, AND/OR DISK THE SOIL PARALLEL TO THE CONTOURS AS DEEMED NECESSARY TO FURTHER CONTROL EROSION.
4. ALL CONSTRUCTION SITE ENTRANCES SHALL BE SURFACED WITH CRUSHED ROCK ACROSS THE ENTIRE WIDTH OF THE ENTRANCE AND FROM THE ENTRANCE TO A POINT 70' INTO THE CONSTRUCTION ZONE.
5. ALL GRADING OPERATIONS SHALL BE CONDUCTED IN A MANNER TO MINIMIZE THE POTENTIAL FOR SITE EROSION. SEDIMENT CONTROL PRACTICES MUST BE ESTABLISHED ON ALL DOWN GRADIENT PERIMETERS BEFORE ANY UP GRADIENT LAND DISTURBING ACTIVITIES BEGIN.
6. ALL EXPOSED SOIL AREAS MUST HAVE TEMPORARY PROTECTION COVER ACCORDING TO THE FOLLOWING:

TYPE OF SLOPE	TIME (MAXIMUM TIME AN AREA CAN REMAIN OPEN WHEN AREA IS NOT ACTIVELY BEING WORKED)
SLOPES STEEPER THAN 3:1	WITHIN 7 DAYS
SLOPES BETWEEN 10:1 AND 3:1	WITHIN 14 DAYS
SLOPES FLATTER THAN 10:1	WITHIN 21 DAYS

THESE AREAS INCLUDE ANY EXPOSED SOIL AREAS WITH A POSITIVE SLOPE TO A STORM WATER CONVEYANCE SYSTEM, SUCH AS A CURB AND GUTTER SYSTEM, STORM SEWER INLET, TEMPORARY OR PERMANENT DRAINAGE DITCH, OR OTHER NATURAL OR MAN MADE SYSTEMS THAT DISCHARGE TO A SURFACE WATER.

7. IN AREAS WHERE CONCENTRATED FLOWS OCCUR (SUCH AS SWALES AND AREAS IN FRONT OF STORM CATCH BASINS AND INTAKES) THE EROSION CONTROL FACILITIES SHALL BE BACKED BY STABILIZATION STRUCTURE TO PROTECT THOSE FACILITIES FROM THE CONCENTRATED FLOWS.
8. INSPECT THE CONSTRUCTION SITE ONCE EVERY SEVEN DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS.
9. ALL SEDIMENT BARRIERS MUST BE REPAIRED, REPLACED, OR SUPPLEMENTED WHEN THEY BECOME NONFUNCTIONAL OR THE SEDIMENT REACHES 1/3 OF THE HEIGHT OF THE BARRIER. THESE REPAIRS MUST BE MADE WITHIN 24 HOURS OF DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS.
10. IF SEDIMENT ESCAPES THE CONSTRUCTION SITE, OFF-SITE ACCUMULATIONS OF SEDIMENT MUST BE REMOVED IN A MANNER AND AT A FREQUENCY SUFFICIENT TO MINIMIZE OFF-SITE IMPACTS.
11. ALL SOILS TRACKED ONTO PAVEMENT SHALL BE REMOVED DAILY.
12. ALL PERMANENT SEDIMENTATION BASINS MUST BE RESTORED TO THEIR DESIGN CONDITION IMMEDIATELY FOLLOWING STABILIZATION OF THE SITE
13. COLLECTED SEDIMENT, ASPHALT AND CONCRETE MILLINGS, FLOATING DEBRIS, PAPER, PLASTIC, FABRIC, CONSTRUCTION AND DEMOLITION DEBRIS AND OTHER WASTES MUST BE DISPOSED OF PROPERLY AND MUST COMPLY WITH ILLINOIS EPA DISPOSAL REQUIREMENTS.
14. OIL, GASOLINE, PAINT, AND ANY HAZARDOUS SUBSTANCES MUST BE PROPERLY STORED, INCLUDING SECONDARY CONTAINMENT, TO PREVENT SPILLS, LEAKS, OR OTHER DISCHARGE. RESTRICTED ACCESS TO STORAGE AREAS MUST BE PROVIDED TO PREVENT VANDALISM. STORAGE AND DISPOSAL OF HAZARDOUS WASTE MUST BE IN COMPLIANCE WITH ILLINOIS DEPARTMENT OF ENVIRONMENTAL QUALITY REGULATIONS.
15. EXTERNAL WASHING OF TRUCKS AND OTHER CONSTRUCTION VEHICLES MUST BE LIMITED TO A DEFINED AREA OF THE SITE. RUNOFF MUST BE CONTAINED AND WASTE PROPERLY DISPOSED OF. NO ENGINE DEGREASING IS ALLOWED ONSITE.
16. ALL LIQUID AND SOLID WASTES GENERATED BY CONCRETE WASHOUT OPERATIONS MUST BE CONTAINED IN A LEAK-PROOF CONTAINMENT FACILITY OR IMPERMEABLE LINER. THE LIQUID AND SOLID WASTES MUST NOT CONTACT THE GROUND, AND THERE MUST NOT BE RUNOFF FROM THE CONCRETE WASHOUT OPERATIONS OR AREAS. LIQUID AND SOLID WASTES MUST BE DISPOSED OF PROPERLY AND IN COMPLIANCE WITH ILLINOIS DEPARTMENT OF ENVIRONMENTAL QUALITY REGULATIONS. A SIGN MUST BE INSTALLED ADJACENT TO EACH WASHOUT FACILITY TO INFORM CONCRETE EQUIPMENT OPERATORS TO UTILIZE THE PROPER FACILITIES.
17. UPON COMPLETION OF THE PROJECT AND STABILIZATION OF ALL GRADED AREAS, ALL TEMPORARY EROSION CONTROL FACILITIES SHALL BE REMOVED FROM THE SITE.

EROSION CONTROL SEQUENCE OF EVENTS

1. EXISTING TEMPORARY CONSTRUCTION ENTRANCE INTO SITE.
2. INSTALL SILT FENCE.
3. GREEN SPACE AREAS WHICH ARE GRADED AND NO LONGER IN THE PATH OF CONSTRUCTION OPERATIONS SHALL BE TOPSOILED, SEEDED OR SODDED, AND MULCHED AS SOON AS POSSIBLE IN ONE CONTINUOUS OPERATION.
4. PRIOR TO REMOVING EROSION CONTROL FACILITIES, REMOVE AND PROPERLY DISPOSE OF ALL ACCUMULATED SILT IN FILTERS.
5. EROSION CONTROL MEASURES SHOWN ON THE EROSION CONTROL PLAN ARE THE ABSOLUTE MINIMUM. CONTRACTOR SHALL INSTALL ADDITIONAL MEASURES AS DEEMED NECESSARY TO FURTHER CONTROL EROSION. SEE SEDIMENT AND EROSION CONTROL NOTES ON SHEET C0.1.

NOTES FROM MONTGOMERY COUNTY SOLAR ORDINANCE

SAFETY FENCING

1. ALL SOLAR FARMS SHALL BE FENCED AROUND THE EXTERIOR OF THE SOLAR FARM WITH A FENCE AT LEAST SIX (6') FEET IN HEIGHT BUT LESS THAN TWENTY-FIVE (25') FEET.
2. ALL FENCING SHALL BE CONSTRUCTED SO AS TO SUBSTANTIALLY LESSEN THE LIKELIHOOD OF ENTRY INTO A SOLAR FARM BY UNAUTHORIZED INDIVIDUALS.
3. THE FENCING SHALL BE MAINTAINED IN SERVICEABLE CONDITION. FAILURE TO MAINTAIN THE FENCING REQUIRED HEREUNDER SHALL CONSTITUTE A VIOLATION OF THIS ORDINANCE.
4. THE FENCING REQUIREMENTS SPECIFIED HEREUNDER SHALL CONTINUE NOTWITHSTANDING THE FACT THAT A SOLAR FARM IS NO LONGER OPERATIONAL AND/OR FALLS INTO DISUSE UNLESS AND UNTIL THE SOLAR FARM IS PROPERLY DECOMMISSIONED.

GATES AND LOCKS

1. ALL GATES TO THE FENCES OF ALL SOLAR FARMS SHALL BE AT LEAST SIX (6') FEET IN HEIGHT.
2. ALL GATES TO THE FENCES OF ALL SOLAR FARMS SHALL BE EQUIPPED WITH LOCKS AND SHALL BE REMAINED LOCKED AT ALL TIMES EXCEPT FOR THOSE TIMES WHEN THE OWNER AND/OR OPERATOR, OR THEIR RESPECTIVE AGENTS IS/ARE USING THE GATE FOR INGRESS AND/OR EGRESS OR IS/ARE OTHERWISE PRESENT AND MONITORING THE SOLAR FARM.
3. ALL GATES TO THE FENCES OF ALL SOLAR FARMS SHALL BE CONSTRUCTED SO AS TO SUBSTANTIALLY LESSEN THE LIKELIHOOD OF ENTRY INTO A SOLAR FARM BY UNAUTHORIZED INDIVIDUALS.
4. THE GATES REQUIRED HEREUNDER SHALL BE MAINTAINED IN SERVICEABLE CONDITION. FAILURE TO MAINTAIN THE GATES REQUIRED HEREUNDER SHALL CONSTITUTE A VIOLATION OF THIS ORDINANCE.
5. THE GATE AND LOCK REQUIREMENTS SPECIFIED HEREUNDER SHALL CONTINUE NOTWITHSTANDING THE FACT THAT A SOLAR FARM IS NO LONGER OPERATIONAL AND/OR FALLS INTO DISUSE UNLESS AND UNTIL SUCH SOLAR FARM IS PROPERLY DECOMMISSIONED.

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Client:
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120 GARRETT STREET, SUITE 700
CHARLOTTESVILLE, VA 22902

Project Title:
MONTGOMERY SPRINGS SOLAR
MONTGOMERY COUNTY, IL

Seal:
DOUGLAS H. KEPPY
062-068676
LICENSED PROFESSIONAL ENGINEER OF ILLINOIS

Date: November 8, 2024
Expires: November 30, 2025

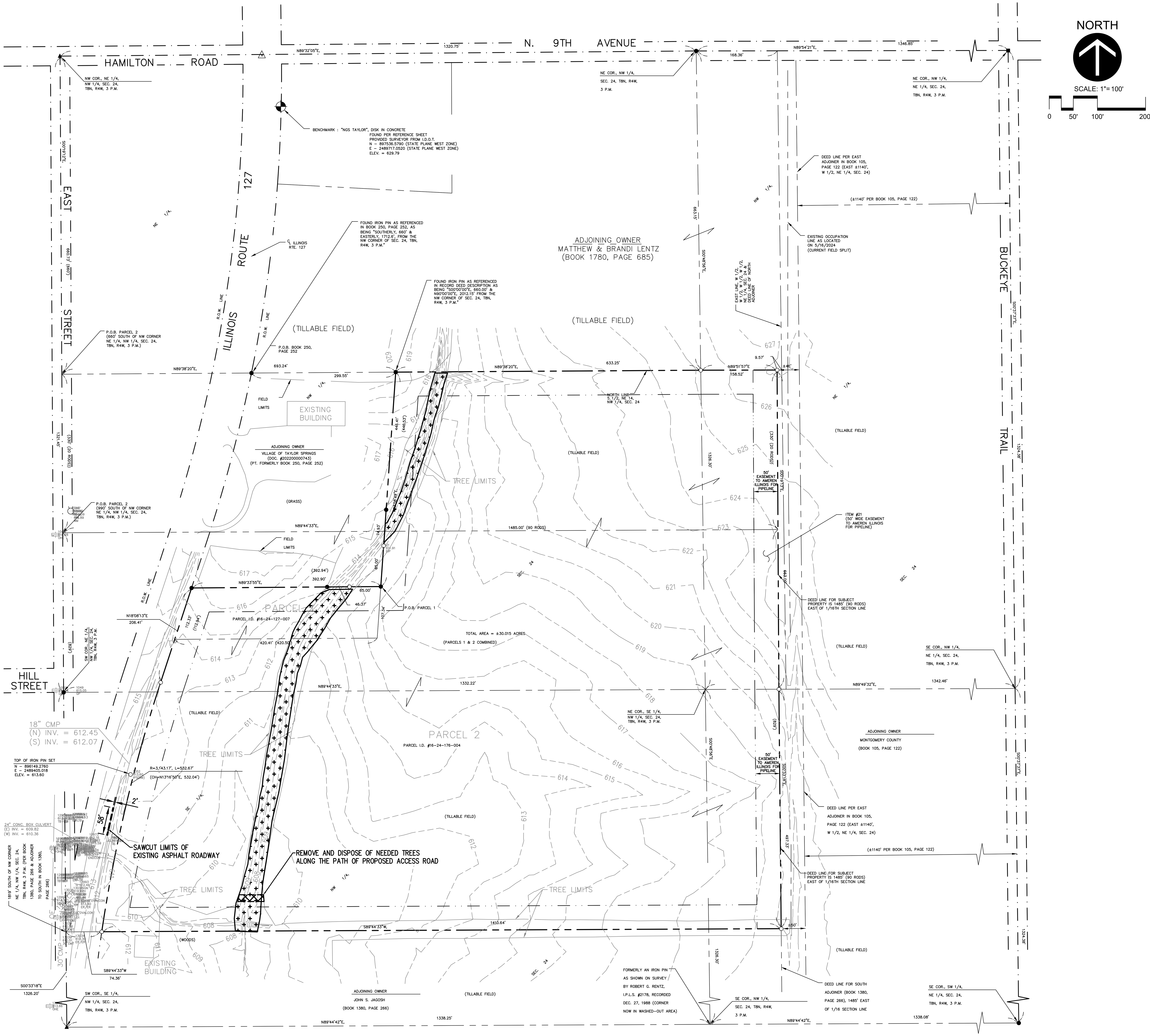
Rev.	Date	Description

Project #: 22240015.000
Drawn By: NLF
Checked By: DHK
Issue Date: 11.8.2024

Sheet Title:
NOTES

C0.1

Sheet: 2 of 9



SYMBOL LEGEND

REMOVE AND DISPOSE OF EXISTING BUILDINGS, SIDEWALKS, ASPHALT AND CONCRETE PAVEMENT

NWI WETLAND

BENCHMARK

SOURCE BENCHMARK: "NGS TAYLOR", DISK IN CONCRETE FOUND PER REFERENCE SHEET PROVIDED SURVEYOR FROM I.D.O.T.

N – 897536.5790 (STATE PLANE WEST ZONE)
E – 2489717.0520 (STATE PLANE WEST ZONE)
ELEV: 629.79

LEGAL DESCRIPTION

PARCEL 1 (16–24–127–007):

PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 8 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONTGOMERY COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON AT THE NORTHWEST CORNER OF SAID SECTION 24; THENCE SOUTH 0°00'00" EAST 660.00 FEET; THENCE NORTH 90°00'00" EAST, 2012.15 FEET TO AN IRON PIN; THENCE SOUTH 4°24'54" WEST 107.34 FEET TO AN IRON PIN; THENCE NORTH 90°00'00" WEST 420.50 FEET TO AN IRON PIN; THENCE NORTH 18°29'50" EAST 112.94 FEET ALONG THE EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE 127 TO AN IRON PIN; THENCE NORTH 90°00'00" EAST 392.94 FEET.

PARCEL 2 (16–24–176–004):

A PORTION OF THE FOLLOWING DESCRIBED LANDS:

TWO PARTS OF THE EAST HALF OF THE NORTHWEST QUARTER AND OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 8 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONTGOMERY COUNTY, ILLINOIS, DESCRIBED AS: BEGINNING 990 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 829 FEET; THENCE EAST 90 RODS; THENCE NORTH 829 FEET; THENCE WEST 90 RODS TO THE PLACE OF BEGINNING;

ALSO BEGINNING 40 RODS SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE EAST 90 RODS; THENCE SOUTH 20 RODS; THENCE WEST 90 RODS; AND THENCE NORTH 20 RODS TO THE PLACE OF BEGINNING;

EXCEPTING THAT PART OF SAID LAND LYING WEST OF STATE ROUTE 127; AND FURTHER EXCEPTING THAT REAL ESTATE CONYED TO HILLSBORO VETERAN'S CLUB, INC. BY DEED RECORDED APRIL 7, 1965 AT RECORDER'S BOOK 250, PAGE 252.

BOUNDARY & TOPOGRAPHIC INFORMATION BASED ON ALTA/ACSM LAND TITLE SURVEY BY:
NAIL LAND SURVEYING

DATE: JUNE 27, 2024

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Sheet Title:
EXISTING CONDITIONS & DEMOLITION PLAN

C1.0

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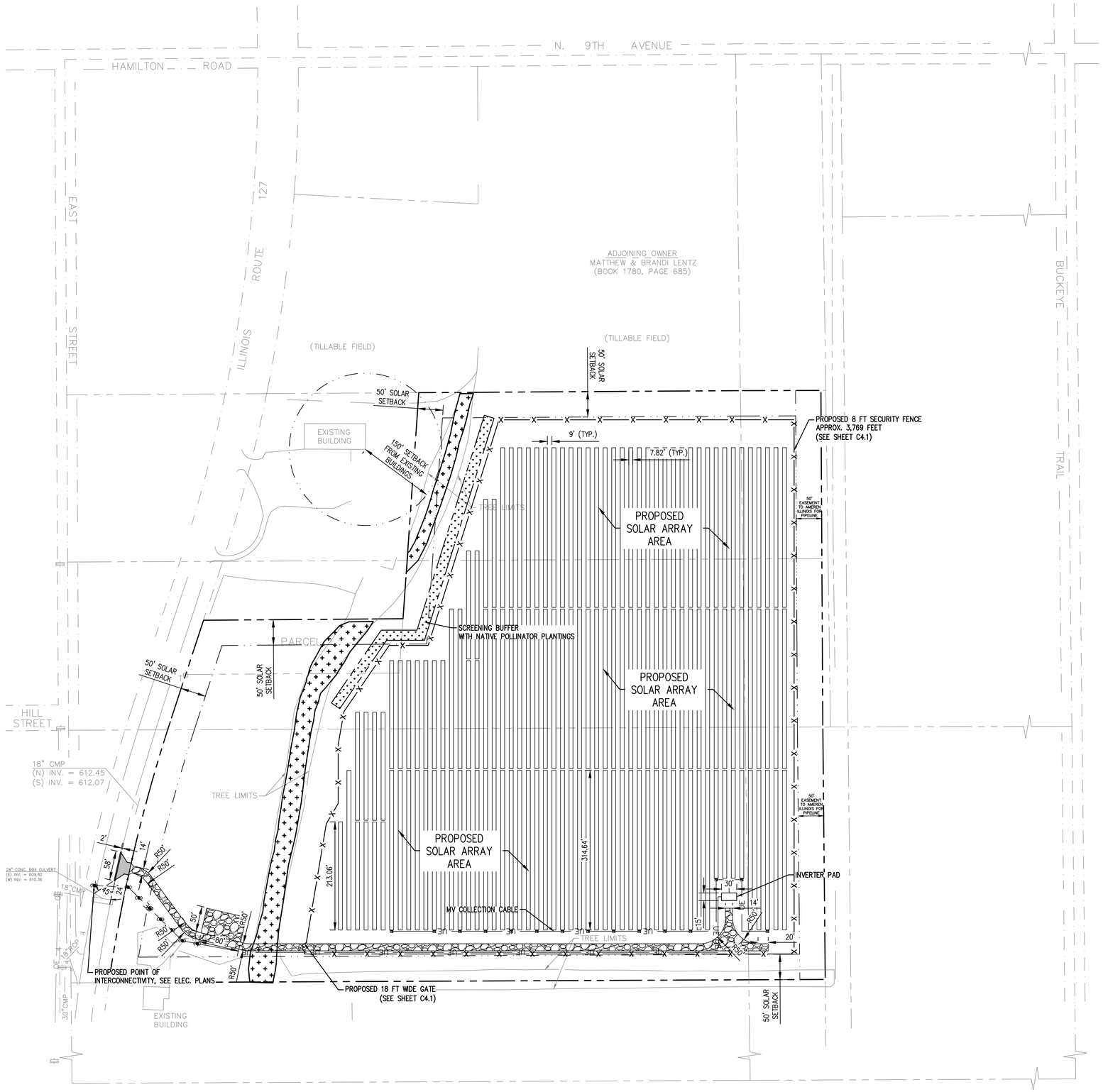

NORTH

SCALE: 1"= 100'

0 50' 100' 200'

SYMBOL LEGEND

- GRAVEL SURFACED ACCESS ROADWAY, SEE DETAIL 1/C4.0
- 2" HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50 WITH 8" AGGREGATE BASE COURSE (IDOT CA-6)
- NWI WETLAND
- SCREENING BUFFER WITH NATIVE POLLINATOR PLANTINGS

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Sheet Title:
SITE PLAN

C2.0

Sheet: 4 of 9

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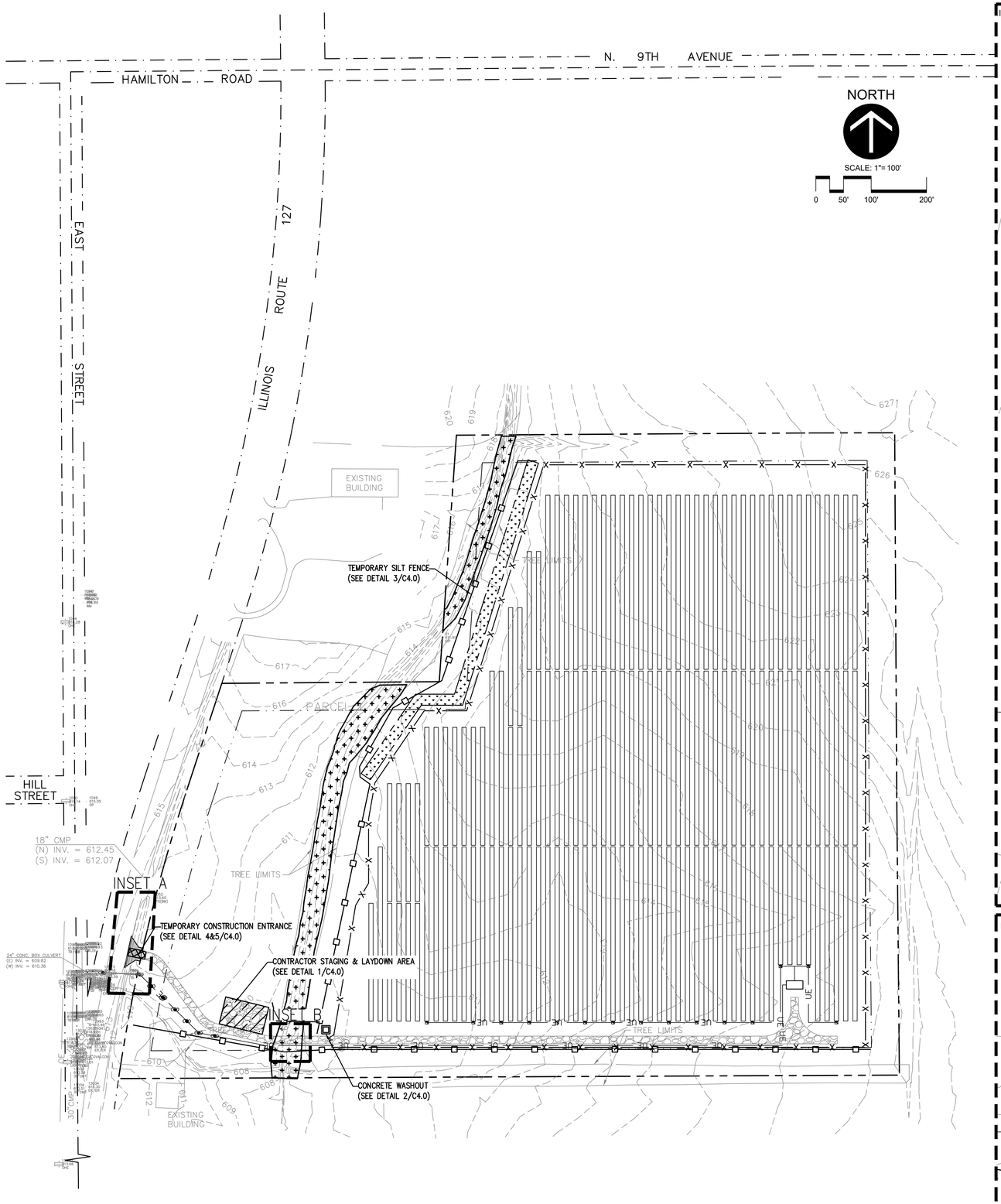

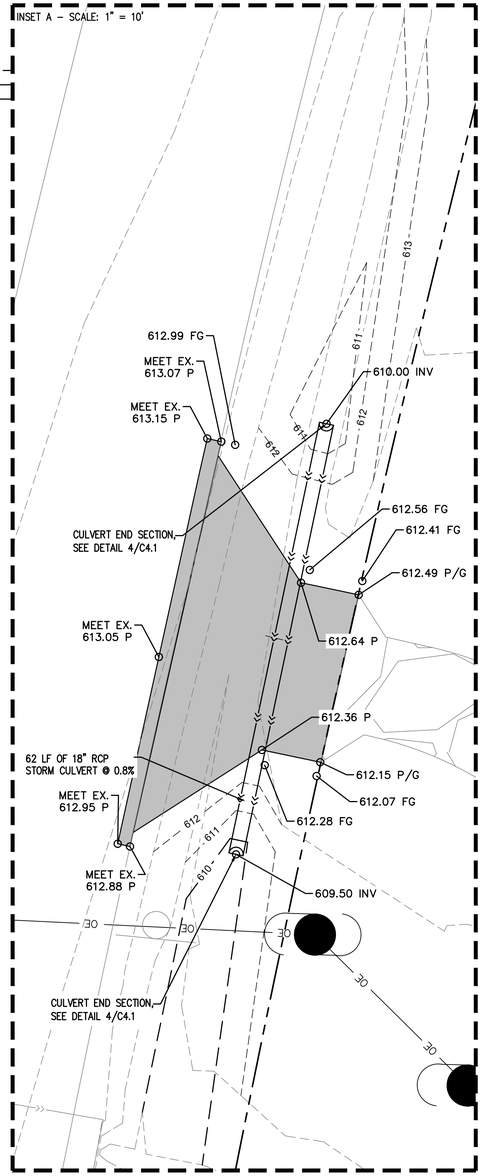

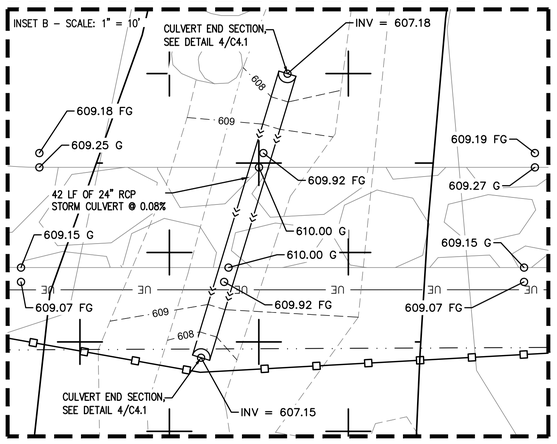

SYMBOL LEGEND

- TEMPORARY SILT FENCE, SEE DETAIL 3/C4.0
- TEMPORARY CONSTRUCTION ENTRANCE, SEE DETAIL 4&5/C4.0
- CONTRACTOR STAGING & LAYDOWN AREA, SEE DETAIL 1/C4.0
- NWI WETLAND
- SCREENING BUFFER WITH NATIVE POLLINATOR PLANTINGS

SITE DATA

TOTAL SITE AREA	30.03 ACRES (1,307,912 SF)
PROJECT AREA	30.03 ACRES (1,307,912 SF)
PROPOSED IMPERVIOUS AREA	26,225 SF
PANEL SUPPORT PILE AREA	390 SF
ACCESS ROAD AREA	21,385 SF
CONTRACTOR STAGING & LAYDOWN AREA	4,000 SF
EQUIPMENT PAD AREA	450 SF
PERVIOUS GRADING DISTURBANCE	1,343 SF
ANTICIPATED WETLAND DISTURBANCE	2,515 SF
TOTAL AREA OF DISTURBANCE	26,225 SF + 1,343 SF = 27,568 (0.63 ACRES) 0.63 ACRES < 1.0 ACRES THEREFORE, A NPDES CONSTRUCTION GENERAL PERMIT IS NOT REQUIRED.

NOTE:
EXISTING SITE SLOPES ARE WITHIN ALLOWABLE LIMITS OF PROPOSED SOLAR PANEL RACKING. NO MASS CLEARING OR GRADING OF THE SITE IS PROPOSED. GRADING DISTURBANCE IS LIMITED TO ISOLATED PERVIOUS AREAS. CONTRACTOR SHALL TAKE CARE TO PRESERVE EXISTING GROUND COVER AND ENSURE EXISTING DRAINAGE PATTERNS ARE PRESERVED FOR POSITIVE DRAINAGE.

ABBREVIATIONS

ADS	ADVANCED DRAINAGE SYSTEMS, INC.
B/W	BOTTOM OF WALL
C	TOP OF CONCRETE
CB	PRECAST CONCRETE CATCH BASIN
CMP	CORRUGATED STEEL PIPE
DIP	DUCTILE IRON PIPE
EX	EXISTING
FG	FINISH GRADE
FH	FIRE HYDRANT
FL	FLOW LINE
G	TOP OF GRAVEL PAVEMENT
HDPE	HIGH DENSITY POLYETHYLENE
INL	PRECAST CONCRETE INLET
INV	INVERT
MH	PRECAST CONCRETE MANHOLE
P	TOP OF PAVEMENT
PC	PORTLAND CEMENT
PR	PROPOSED
PVC	POLYVINYL CHLORIDE
RCP	REINFORCED CONCRETE PIPE
RD	ROOF DRAIN
SAN	SANITARY
STM	STORM DRAIN
TC	TOP OF CURB
TW	TOP OF SIDEWALK
T/W	TOP OF WALL
T/WM	TOP OF WATER MAIN
UC	UTILITY CROSSING
V	VALVE
WM	WATER MAIN
WS	WATER SERVICE

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Sheet Title:
GRADING & EROSION CONTROL PLAN

C3.0

Sheet: 5 of 9

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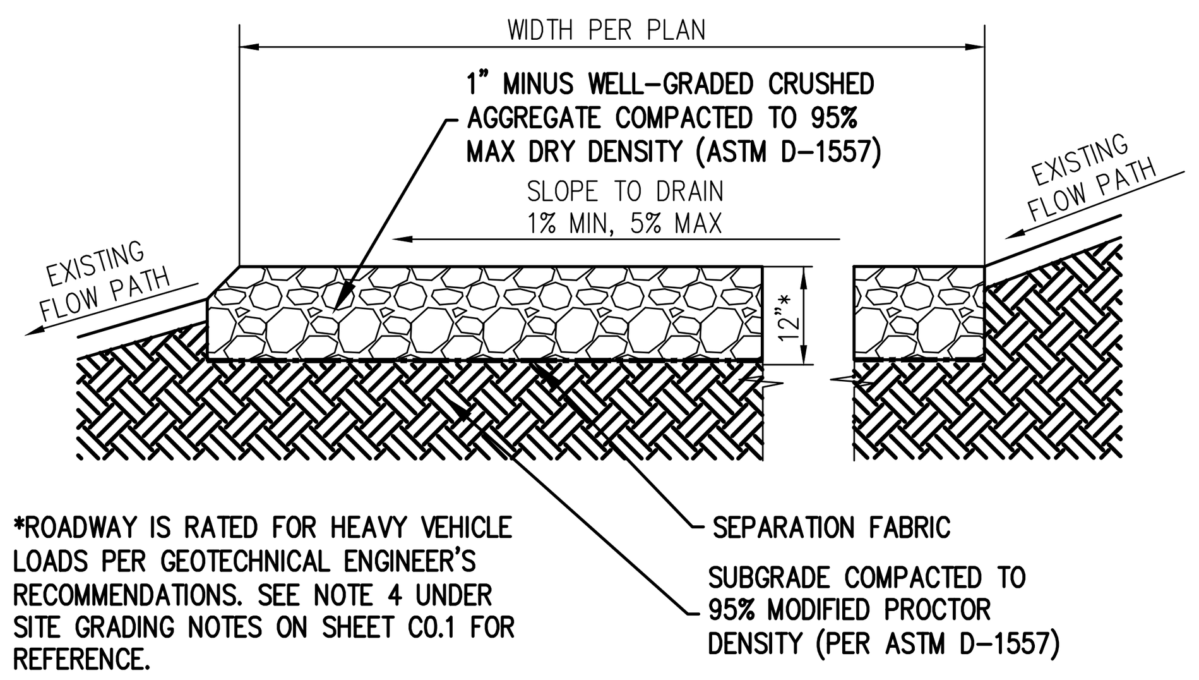
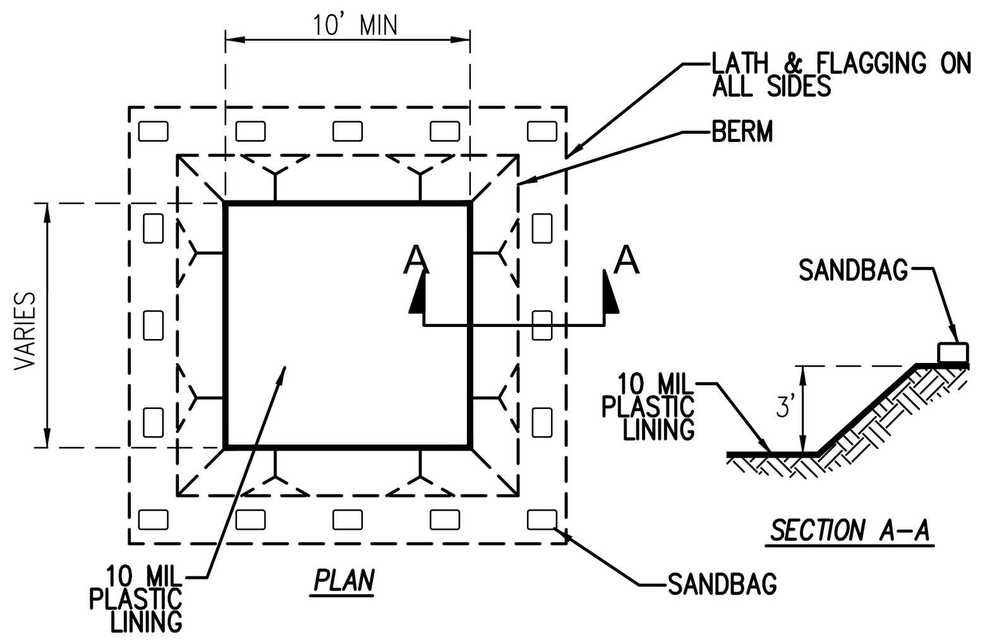


WIDTH PER PLAN
1" MINUS WELL-GRADED CRUSHED AGGREGATE COMPACTED TO 95% MAX DRY DENSITY (ASTM D-1557)
SLOPE TO DRAIN 1% MIN, 5% MAX
EXISTING FLOW PATH
EXISTING FLOW PATH
12"*
SEPARATION FABRIC
SUBGRADE COMPACTED TO 95% MODIFIED PROCTOR DENSITY (PER ASTM D-1557)

*ROADWAY IS RATED FOR HEAVY VEHICLE LOADS PER GEOTECHNICAL ENGINEER'S RECOMMENDATIONS. SEE NOTE 4 UNDER SITE GRADING NOTES ON SHEET C0.1 FOR REFERENCE.

1 / C4.0 GRAVEL SURFACED ACCESS ROADWAY SECTION

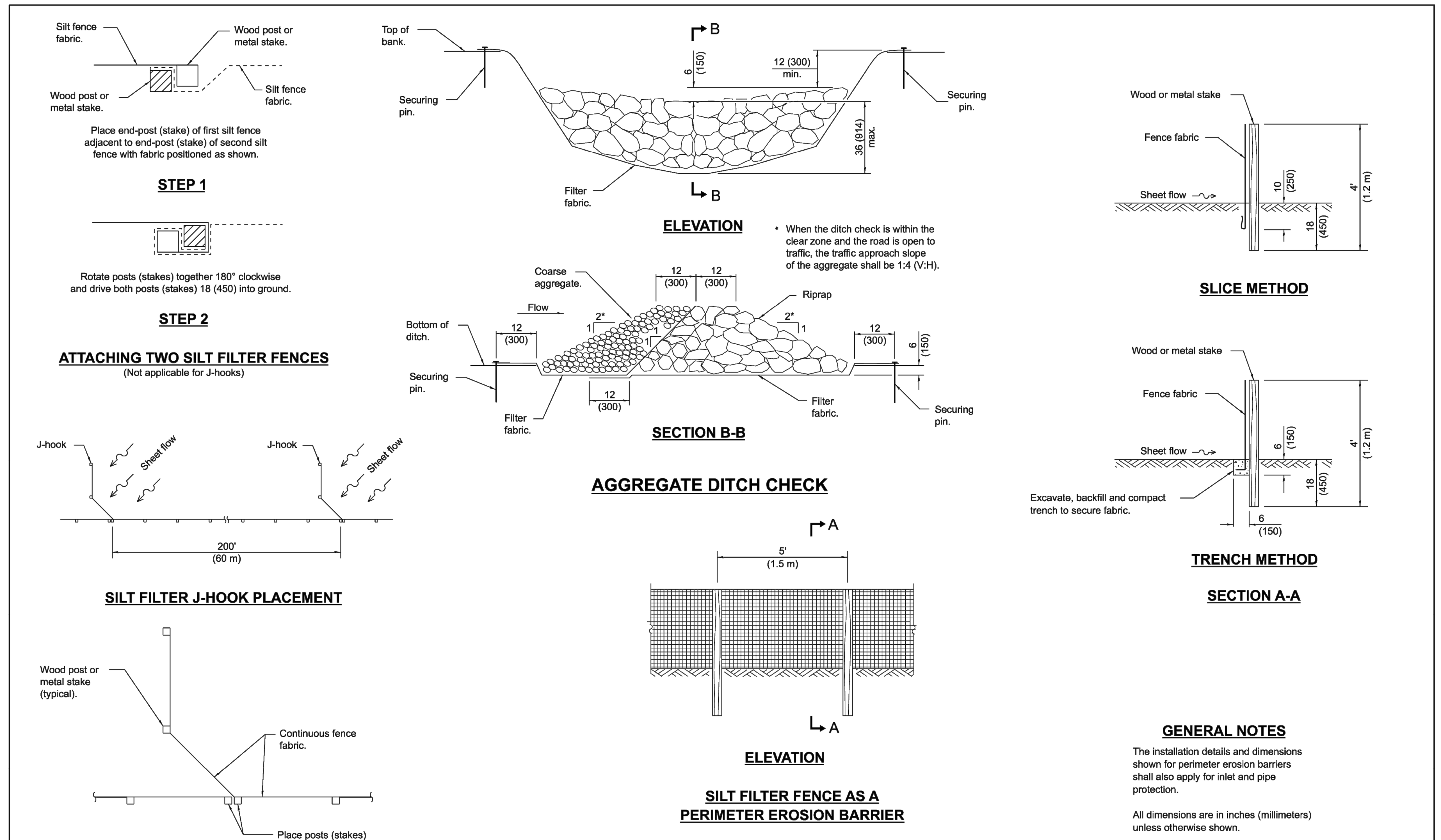
NOT TO SCALE



NOTES:
1. CONCRETE WASHOUT SHALL BE INSTALLED PRIOR TO ANY CONCRETE PLACEMENT ON SITE.
2. THE CONCRETE WASHOUT AREA SHALL BE REPAIRED AND ENLARGED OR CLEANED OUT AS NECESSARY TO MAINTAIN CAPACITY FOR WASTED CONCRETE.
3. AT THE END OF CONSTRUCTION, ALL CONCRETE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF AT AN ACCEPTED WASTE SITE.
4. WHEN THE CONCRETE WASHOUT AREA IS REMOVED, THE DISTURBED AREA SHALL BE SODDED.

2 / C4.0 CONCRETE WASHOUT DETAIL

NOT TO SCALE



Silt fence fabric.
Wood post or metal stake.
Wood post or metal stake.
Silt fence fabric.
Place end-post (stake) of first silt fence adjacent to end-post (stake) of second silt fence with fabric positioned as shown.
STEP 1
Rotate posts (stakes) together 180° clockwise and drive both posts (stakes) 18 (450) into ground.
STEP 2
ATTACHING TWO SILT FILTER FENCES
(Not applicable for J-hooks)
J-hook
Sheet flow
200' (60 m)
SILT FILTER J-HOOK PLACEMENT
Wood post or metal stake (typical).
Continuous fence fabric.
Place posts (stakes) adjacently and bind at top with wire.
J-HOOK
Top of bank.
Securing pin.
12 (300) min.
36 (914) max.
Filter fabric.
ELEVATION
When the ditch check is within the clear zone and the road is open to traffic, the traffic approach slope of the aggregate shall be 1:4 (V:H).
Coarse aggregate.
Flow
Bottom of ditch.
Riprap
Filter fabric.
SECTION B-B
AGGREGATE DITCH CHECK
5' (1.5 m)
ELEVATION
SILT FILTER FENCE AS A PERIMETER EROSION BARRIER
Wood or metal stake
Fence fabric
Sheet flow
SLICE METHOD
Excavate, backfill and compact trench to secure fabric.
TRENCH METHOD
SECTION A-A
4' (1.2 m)

GENERAL NOTES

The installation details and dimensions shown for perimeter erosion barriers shall also apply for inlet and pipe protection.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation
APPROVED January 1, 2013 ENGINEER OF POLICY AND PROCEDURES
APPROVED January 1, 2013 ENGINEER OF DESIGN AND ENVIRONMENT

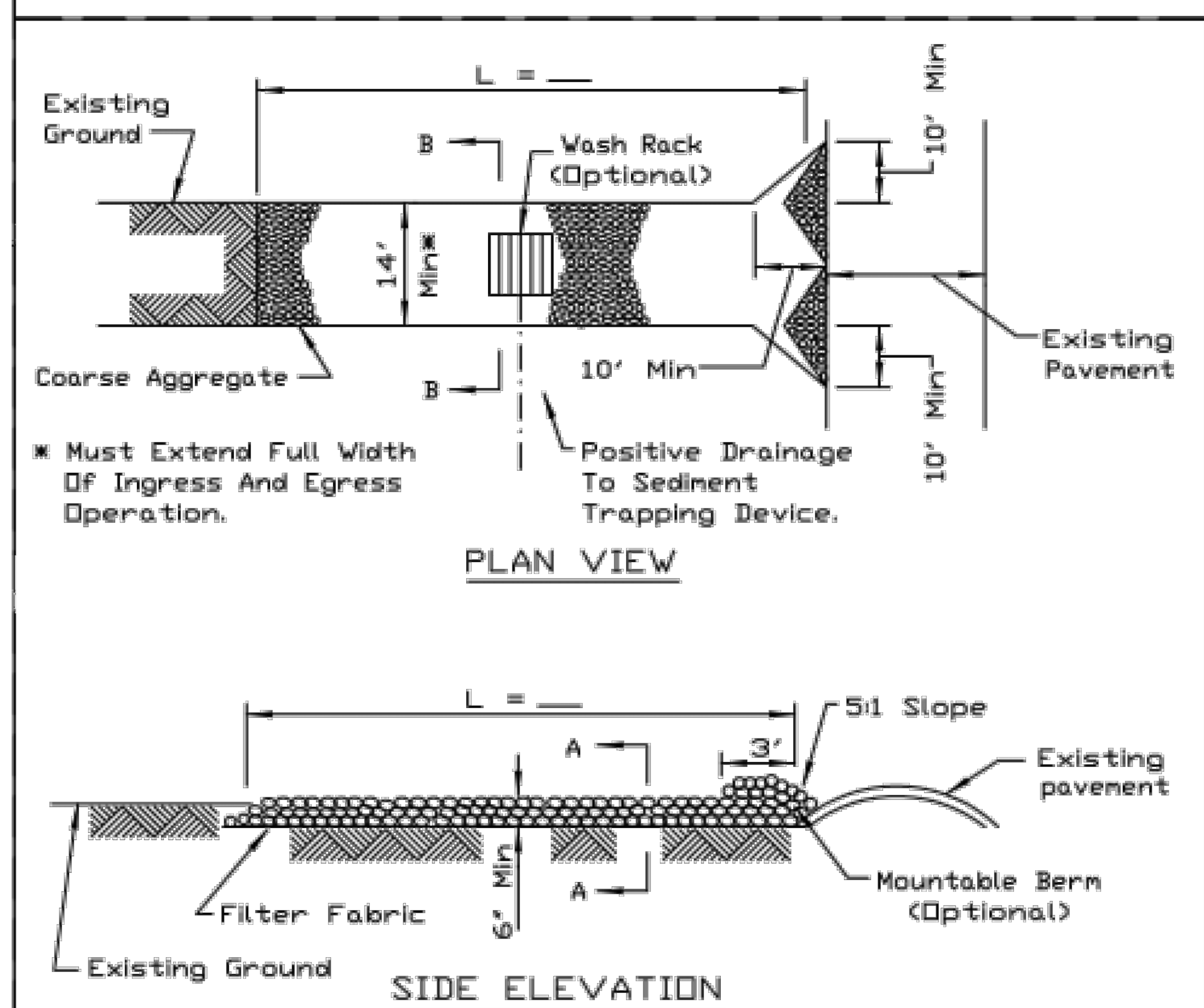
DATE	REVISIONS
1-1-13	Corrected notation for flowline (FL)
	on SEDIMENT BASIN ELEVATION
1-1-12	Omitted hay/straw perimeter barrier.
	Added SLICE METHOD to
	SECTION A-A

TEMPORARY EROSION CONTROL SYSTEMS
(Sheet 1 of 2)
STANDARD 280001-07

3 / C4.0 SILT FENCE

NOT TO SCALE

STABILIZED CONSTRUCTION ENTRANCE PLAN



L = ___
Existing Ground
Wash Rack (Optional)
10' Min
14' Min*
10' Min
Existing Pavement
Coarse Aggregate
* Must Extend Full Width Of Ingress And Egress Operation.
Positive Drainage To Sediment Trapping Device.
PLAN VIEW
5:1 Slope
3'
Existing pavement
6" Min
Mountable Berm (Optional)
Filter Fabric
Existing Ground
SIDE ELEVATION

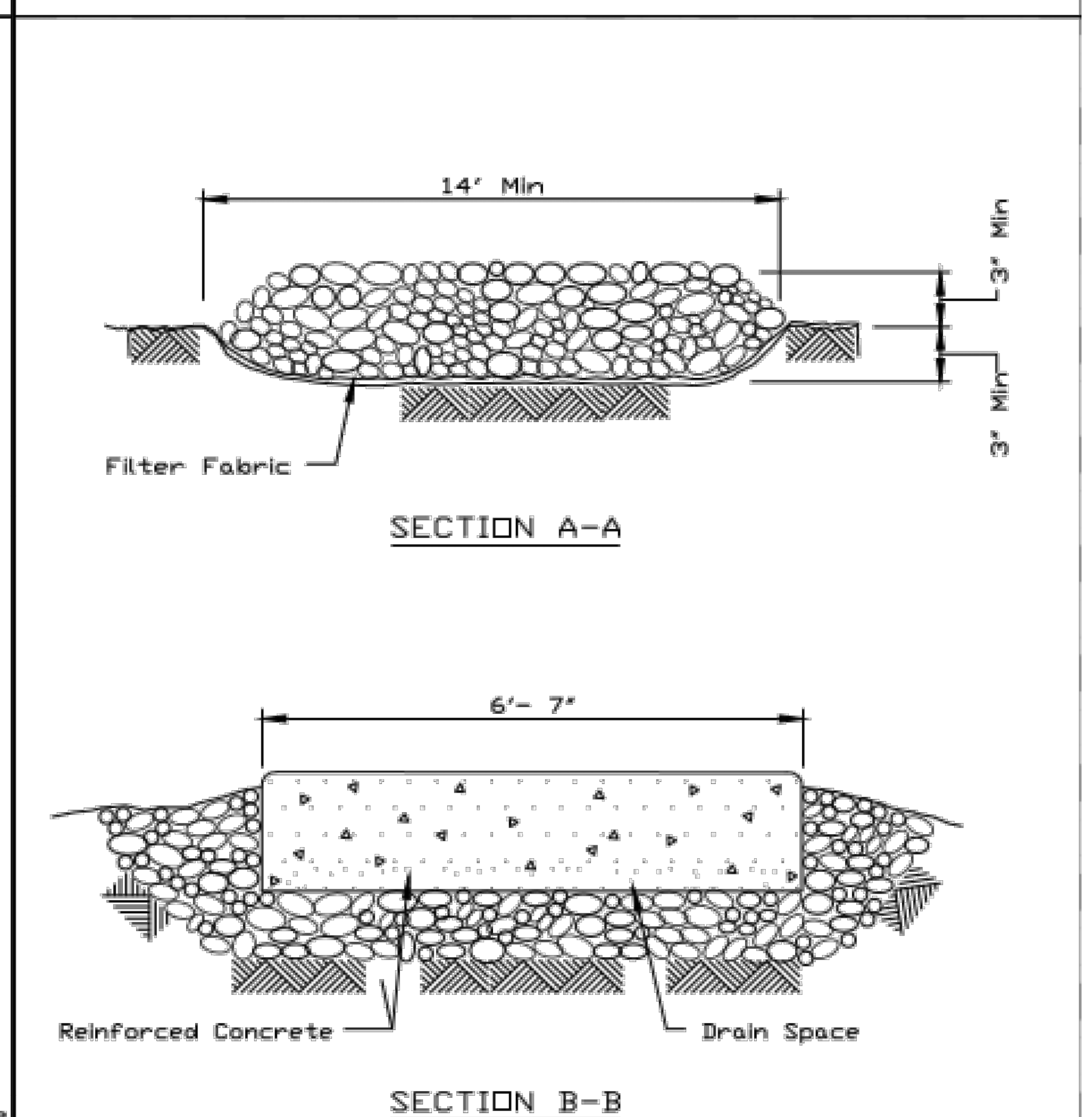
NOTES:
1. Filter fabric shall meet the requirements of material specification 592 GEOTEXTILE, Table I or 2, Class I, II or IV and shall be placed over the cleared area prior to the placing of rock.
2. Rock or reclaimed concrete shall meet one of the following IDOT coarse aggregate gradation, CA-1, CA-2, CA-3 or CA-4 and be placed according to construction specification 25 ROCKFILL using placement Method 1 and Class III compaction.
3. Any drainage facilities required because of washing shall be constructed according to manufacturers specifications.
4. If wash racks are used they shall be installed according to the manufacturer's specifications.

REFERENCE Project ___ Designed ___ Date ___ Checked ___ Date ___ Approved ___ Date ___
NRCS Natural Resources Conservation Service
STANDARD DWG. NO. IL-630 SHEET 1 OF 2 DATE 8-18-94

4 / C4.0 CONSTRUCTION ENTRANCE

NOT TO SCALE

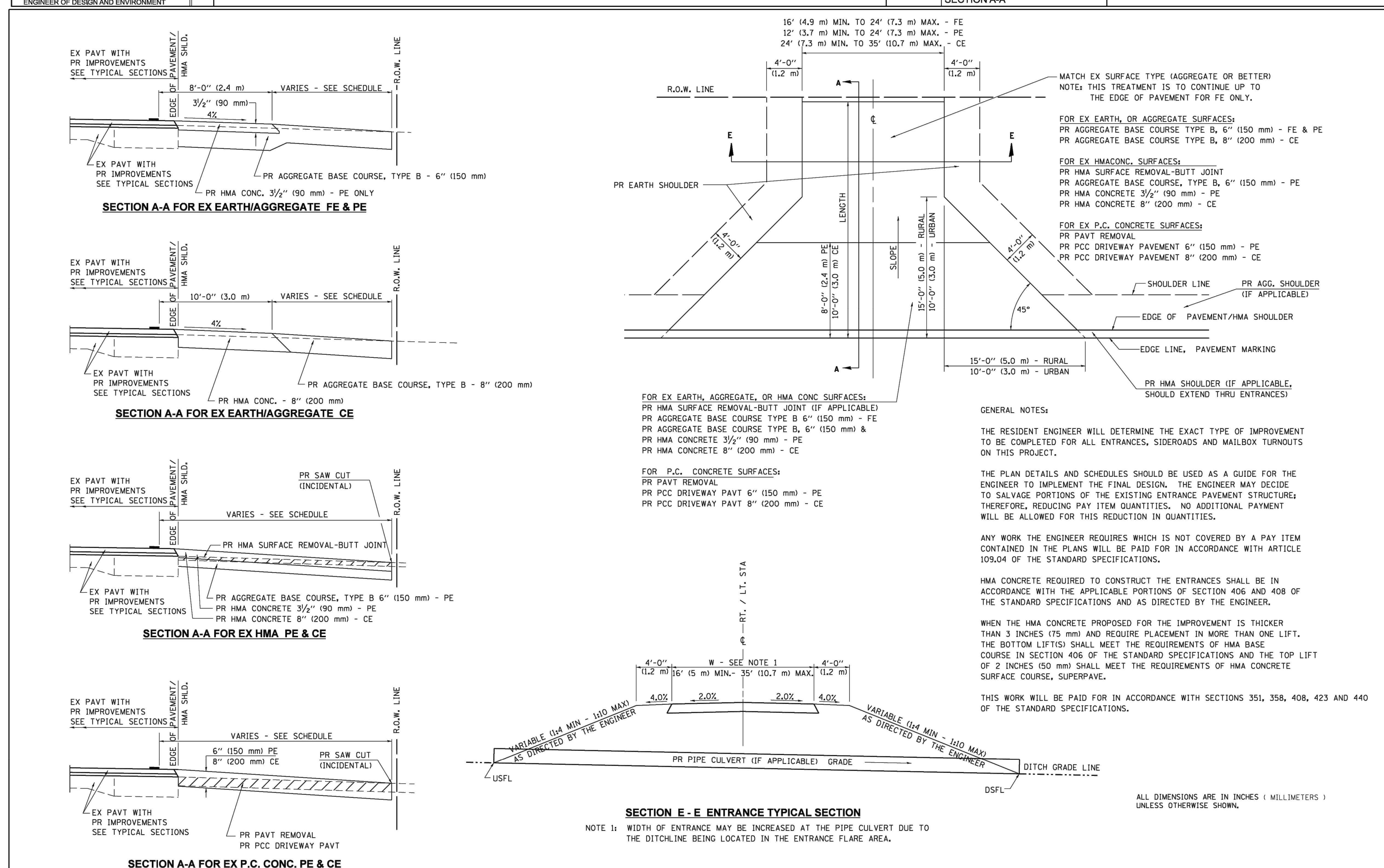
STABILIZED CONSTRUCTION ENTRANCE PLAN



REFERENCE Project ___ Designed ___ Date ___ Checked ___ Date ___ Approved ___ Date ___
NRCS Natural Resources Conservation Service
STANDARD DWG. NO. IL-630 SHEET 2 OF 2 DATE 8-18-94

5 / C4.0 CONSTRUCTION ENTRANCE CONT

NOT TO SCALE



EX PAVT WITH PR IMPROVEMENTS SEE TYPICAL SECTIONS
EDGE OF PAVEMENT/HMA SHLD.
R.O.W. LINE
8'-0" (2.4 m)
VARIES - SEE SCHEDULE
PR AGGREGATE BASE COURSE, TYPE B - 6" (150 mm)
PR HMA CONC. 3½" (90 mm) - PE ONLY
SECTION A-A FOR EX EARTH/AGGREGATE FE & PE
10'-0" (3.0 m)
PR AGGREGATE BASE COURSE, TYPE B - 8" (200 mm)
PR HMA CONC. - 8" (200 mm)
SECTION A-A FOR EX EARTH/AGGREGATE CE
PR SAW CUT (INCIDENTAL)
PR HMA SURFACE REMOVAL-BUTT JOINT
PR AGGREGATE BASE COURSE, TYPE B 6" (150 mm) - PE
PR HMA CONCRETE 3½" (90 mm) - PE
PR HMA CONCRETE 8" (200 mm) - CE
SECTION A-A FOR EX HMA PE & CE
6" (150 mm) PE
8" (200 mm) CE
PR PAVT REMOVAL
PR PCC DRIVEWAY PAVT
SECTION A-A FOR EX P.C. CONC. PE & CE
16' (4.9 m) MIN. TO 24' (7.3 m) MAX. - FE
12' (3.7 m) MIN. TO 24' (7.3 m) MAX. - PE
24' (7.3 m) MIN. TO 35' (10.7 m) MAX. - CE
4'-0" (1.2 m)
R.O.W. LINE
PR EARTH SHOULDER
MATCH EX SURFACE TYPE (AGGREGATE OR BETTER)
NOTE: THIS TREATMENT IS TO CONTINUE UP TO THE EDGE OF PAVEMENT FOR FE ONLY.
FOR EX EARTH, OR AGGREGATE SURFACES:
PR AGGREGATE BASE COURSE TYPE B, 6" (150 mm) - FE & PE
PR AGGREGATE BASE COURSE TYPE B, 8" (200 mm) - CE
FOR EX HMACONC. SURFACES:
PR HMA SURFACE REMOVAL-BUTT JOINT
PR AGGREGATE BASE COURSE, TYPE B, 6" (150 mm) - PE
PR HMA CONCRETE 3½" (90 mm) - PE
PR HMA CONCRETE 8" (200 mm) - CE
FOR EX P.C. CONCRETE SURFACES:
PR PAVT REMOVAL
PR PCC DRIVEWAY PAVEMENT 6" (150 mm) - PE
PR PCC DRIVEWAY PAVEMENT 8" (200 mm) - CE
SHOULDER LINE
PR AGG. SHOULDER (IF APPLICABLE)
45°
EDGE OF PAVEMENT/HMA SHOULDER
EDGE LINE, PAVEMENT MARKING
15'-0" (5.0 m) - RURAL
10'-0" (3.0 m) - URBAN
PR HMA SHOULDER (IF APPLICABLE, SHOULD EXTEND THRU ENTRANCES)
FOR EX EARTH, AGGREGATE, OR HMA CONC SURFACES:
PR HMA SURFACE REMOVAL-BUTT JOINT (IF APPLICABLE)
PR AGGREGATE BASE COURSE TYPE B 6" (150 mm) - FE
PR AGGREGATE BASE COURSE TYPE B, 6" (150 mm) &
PR HMA CONCRETE 3½" (90 mm) - PE
PR HMA CONCRETE 8" (200 mm) - CE
FOR P.C. CONCRETE SURFACES:
PR PAVT REMOVAL
PR PCC DRIVEWAY PAVT 6" (150 mm) - PE
PR PCC DRIVEWAY PAVT 8" (200 mm) - CE
℄ — RT. / LT. STA
W - SEE NOTE 1
16' (5 m) MIN.- 35' (10.7 m) MAX.
4.0%
2.0%
2.0%
4.0%
VARIABLE (1:4 MIN - 1:10 MAX) AS DIRECTED BY THE ENGINEER
PR PIPE CULVERT (IF APPLICABLE) GRADE
DITCH GRADE LINE
USFL
DSFL
SECTION E - E ENTRANCE TYPICAL SECTION

NOTE 1: WIDTH OF ENTRANCE MAY BE INCREASED AT THE PIPE CULVERT DUE TO THE DITCHLINE BEING LOCATED IN THE ENTRANCE FLARE AREA.

GENERAL NOTES:

THE RESIDENT ENGINEER WILL DETERMINE THE EXACT TYPE OF IMPROVEMENT TO BE COMPLETED FOR ALL ENTRANCES, SIDEROADS AND MAILBOX TURNOUTS ON THIS PROJECT.

THE PLAN DETAILS AND SCHEDULES SHOULD BE USED AS A GUIDE FOR THE ENGINEER TO IMPLEMENT THE FINAL DESIGN. THE ENGINEER MAY DECIDE TO SALVAGE PORTIONS OF THE EXISTING ENTRANCE PAVEMENT STRUCTURE; THEREFORE, REDUCING PAY ITEM QUANTITIES. NO ADDITIONAL PAYMENT WILL BE ALLOWED FOR THIS REDUCTION IN QUANTITIES.

ANY WORK THE ENGINEER REQUIRES WHICH IS NOT COVERED BY A PAY ITEM CONTAINED IN THE PLANS WILL BE PAID FOR IN ACCORDANCE WITH ARTICLE 109.04 OF THE STANDARD SPECIFICATIONS.

HMA CONCRETE REQUIRED TO CONSTRUCT THE ENTRANCES SHALL BE IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF SECTION 406 AND 408 OF THE STANDARD SPECIFICATIONS AND AS DIRECTED BY THE ENGINEER.

WHEN THE HMA CONCRETE PROPOSED FOR THE IMPROVEMENT IS THICKER THAN 3 INCHES (75 mm) AND REQUIRE PLACEMENT IN MORE THAN ONE LIFT. THE BOTTOM LIFT(S) SHALL MEET THE REQUIREMENTS OF HMA BASE COURSE IN SECTION 406 OF THE STANDARD SPECIFICATIONS AND THE TOP LIFT OF 2 INCHES (50 mm) SHALL MEET THE REQUIREMENTS OF HMA CONCRETE SURFACE COURSE, SUPERPAVE.

THIS WORK WILL BE PAID FOR IN ACCORDANCE WITH SECTIONS 351, 358, 408, 423 AND 440 OF THE STANDARD SPECIFICATIONS.

ALL DIMENSIONS ARE IN INCHES (MILLIMETERS) UNLESS OTHERWISE SHOWN.

FILE NAME = ENT 3R.DGN
DESIGNED - REVISED - 2/19/03 (JCN)
DRAWN - REVISED - 4/01/04 (JCN)
CHECKED - JCN REVISED - 8/01/07 (JCN)
DATE - FEBRUARY 23, 1999 REVISED - 01/2013

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

DISTRICT 6 DETAILS FOR RURAL/URBAN ENTRANCE & MAILBOX TURNOUT W/O CONC GUTTER (3R - PROJECTS)

SCALE: SHEET 1 OF 3 SHEETS STA. TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		CONTRACT NO.		

ILLINOIS FED. AID PROJECT

6 / C4.0 DRIVEWAY ENTRANCE

NOT TO SCALE

T:\2024\Civil\22240015.000_Apex Clean Energy_Montgrmy Spgs Solar-Montgomery County IL\2. Design\B. Drawings\C4 Details.dwg

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ILLINOIS LICENSE NO. 184-001442

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CHARLOTTESVILLE, VA 22902

Project Title:
MONTGOMERY SPRINGS SOLAR
MONTGOMERY COUNTY, IL

Seal:
DOUGLAS H. KEPPY 062-060676 LICENSED PROFESSIONAL ENGINEER OF ILLINOIS
Date: November 8, 2024
Expires: November 30, 2025

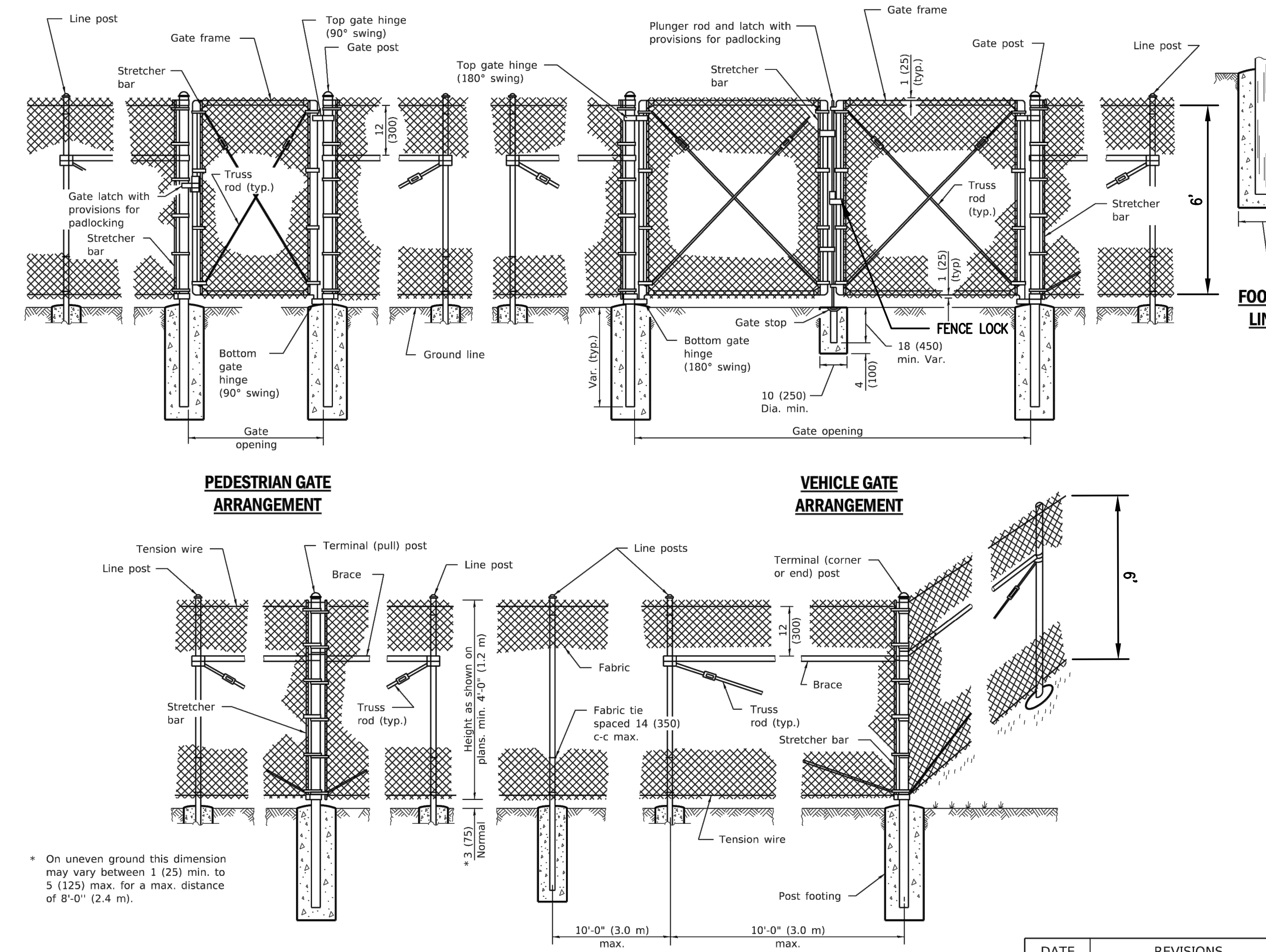
Rev.	Date	Description

Project #: 22240015.000
Drawn By: NLF
Checked By: DHK
Issue Date: 11.8.2024

Sheet Title: DETAILS

C4.0

Sheet: 6 of 9



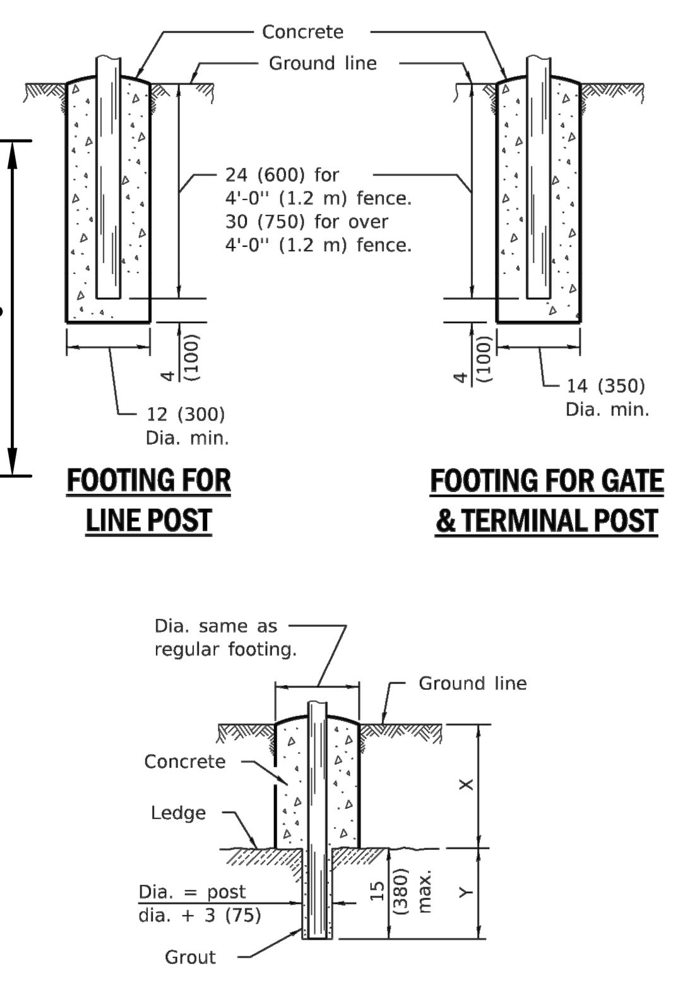
PEDESTRIAN GATE ARRANGEMENT

VEHICLE GATE ARRANGEMENT

PULL POST ARRANGEMENT

LINE POST ARRANGEMENT

CORNER OR END POST ARRANGEMENT



FOOTING FOR LINE POST

FOOTING FOR GATE & TERMINAL POST

FOOTING FOR POST IN ROCK LEDGE

GENERAL NOTES

Pull posts shall be placed at locations determined by the Engineer. They shall be placed at 660' (200 m) intervals between posts to which the ends of the fabric are clamped or midway between such posts when the distance is less than 1320' (400 m) and greater than 660' (200 m).

X + Y shall not exceed 24 (600), 30 (750), or 36 (900), as applicable. When X is 0 - 9 (0 - 225), 15 (380), or 21 (525), then Y = 15 (375) and the post shall be shortened as required. When X exceeds 9 (225), 15 (380), or 21 (525), then Y shall be decreased correspondingly.

All dimensions are in inches (millimeters) unless otherwise shown.

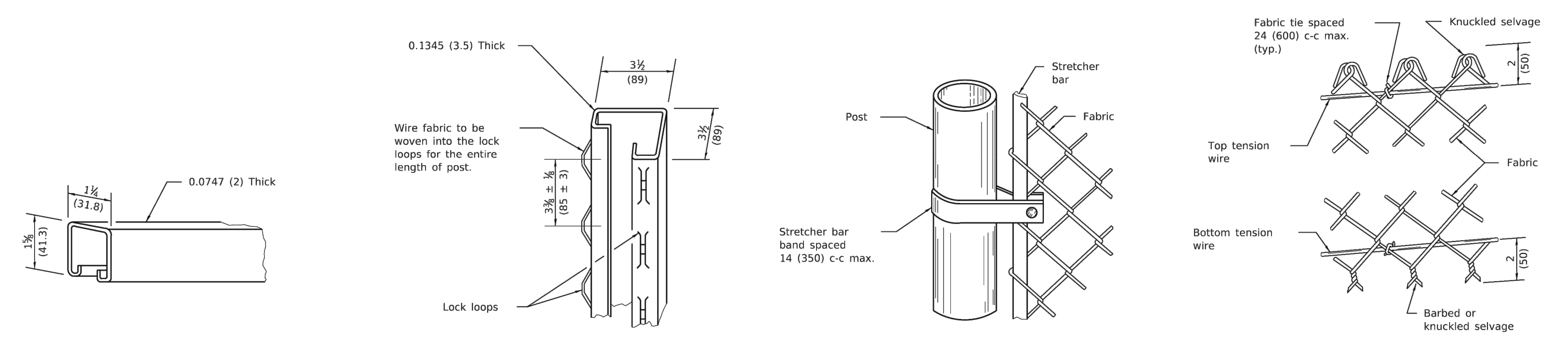
Illinois Department of Transportation
PASSED January 1, 2009 — ENGINEER OF POLICY AND PROCEDURES
APPROVED January 1, 2009 — ENGINEER OF DESIGN AND ENVIRONMENT
ISSUED 1-1-97

DATE	REVISIONS
1-1-09	Switched units to English (metric).
1-1-99	Rev. "pans" to "plans" in LINE POST ARRANGEMENT.

CHAIN LINK FENCE (Sheet 1 of 3)

STANDARD 664001-02

1 / C4.1 — FENCE DETAIL — NOT TO SCALE



ROLL FORMED SECTION OF BRACE

ROLL FORMED SECTION OF TERMINAL & GATE POST

METHOD OF FASTENING STRETCHER BAR TO POST

METHOD OF TYING FABRIC TO TENSION WIRES

LINE POST	
Section	lbs./ft. (kg/m)
Pipe Type A 1.90 (48.3) O.D.	2.72 (4.05)
Pipe Type B 1.90 (48.3) O.D.	2.28 (3.39)
Pipe Type C 1.90 (48.3) O.D.	2.26 (3.36)
H 1.875x1.625 (47.6x41.3)	2.72 (4.05)
⊏	1.60 (2.38)
I	2.30 (3.42)

TERMINAL POST	
Section	lbs./ft. (kg/m)
Pipe Type A 2.375 (60.3) O.D.	3.65 (5.43)
Pipe Type B 2.375 (60.3) O.D.	3.11 (4.63)
Pipe Type C 2.375 (60.3) O.D.	3.09 (4.60)
Roll Formed 3½x3½ (89.0x89.0)	See detail
Sq. Tubing 2½x2½ (63.5x63.5)	4.32 (6.43)

HORIZONTAL BRACES	
Section	lbs./ft. (kg/m)
Pipe Type A 1.66 (42.2) O.D.	2.27 (3.38)
Pipe Type B 1.66 (42.2) O.D.	1.83 (2.72)
Pipe Type C 1.66 (42.2) O.D.	1.82 (2.71)
H 1.31x1.5 (33.3x38.1)	2.25 (3.35)
Roll Formed 1⅝x1¼ (41.3x31.8)	See detail

GATE FRAMES	
Section	lbs./ft. (kg/m)
Pipe Type A 1.66 (42.2) O.D.	2.27 (3.38)
Pipe Type B 1.66 (42.2) O.D.	1.83 (2.72)
Pipe Type C 1.66 (42.2) O.D.	1.82 (2.71)

GATE POSTS *							
Gate Opening * ft. (m)		Pipe Type A		Sq. Tubing		Pipe Type B	
Single	Double	Size (O.D.)	lbs./ft. (kg/m)	Size	lbs./ft. (kg/m)	Size (O.D.)	kg/m (lbs./ft.)
Up to 4 (1.2)	Up to 8 (2.5)	2.375 (60.3)	3.65 (5.43)	2½ (63.5)	4.32 (6.43)	2.375 (60.3)	3.11 (4.63)
Over 4 (1.2) to 8 (2.5)	Over 8 (2.5) to 16 (5.0)	2.875 (73.0)	5.79 (8.62)	3 (76.2)	5.78 (8.60)	2.875 (73.0)	4.64 (6.91)
Over 8 (2.5) to 12 (3.6)	Over 16 (5.0) to 24 (7.4)	3.5 (89.0)	7.58 (11.28)	3 (76.2)	8.80 (13.10)	3.5 (89)	5.707 (8.49)

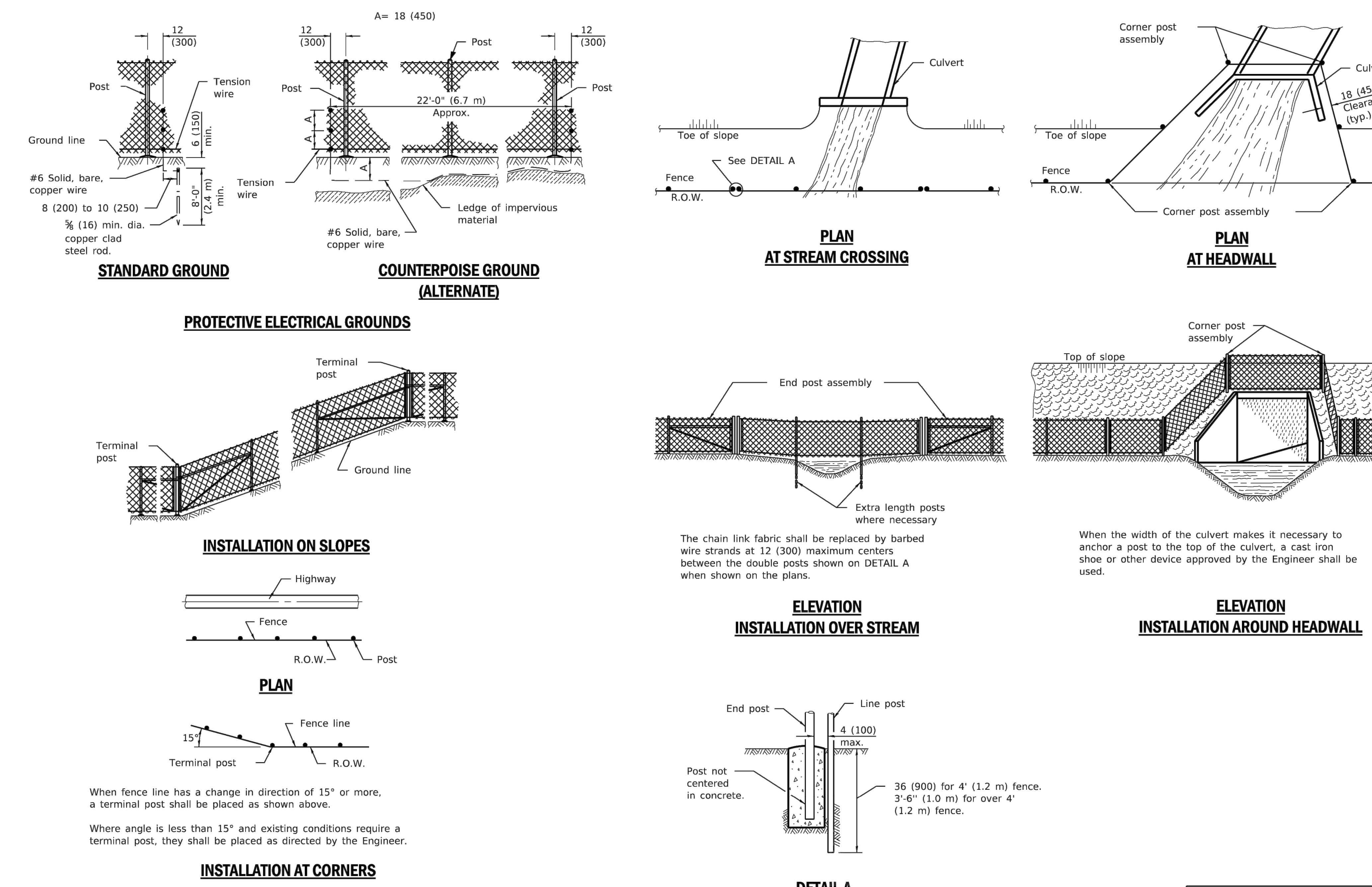
* The 3½ x 3½ (89.0 x 89.0) roll formed section as detailed may be used as gate posts for single gate up to 6' (1.8 m) and double gate up to 12' (3.6 m).

Illinois Department of Transportation
PASSED January 1, 2009 — ENGINEER OF POLICY AND PROCEDURES
APPROVED January 1, 2009 — ENGINEER OF DESIGN AND ENVIRONMENT
ISSUED 1-1-97

CHAIN LINK FENCE (Sheet 2 of 3)

STANDARD 664001-02

2 / C4.1 — FENCE DETAIL CONT — NOT TO SCALE



STANDARD GROUND

COUNTERPOISE GROUND (ALTERNATE)

PROTECTIVE ELECTRICAL GROUNDS

PLAN AT STREAM CROSSING

PLAN AT HEADWALL

INSTALLATION ON SLOPES

PLAN

When fence line has a change in direction of 15° or more, a terminal post shall be placed as shown above.

Where angle is less than 15° and existing conditions require a terminal post, they shall be placed as directed by the Engineer.

INSTALLATION AT CORNERS

The chain link fabric shall be replaced by barbed wire strands at 12 (300) maximum centers between the double posts shown on DETAIL A when shown on the plans.

ELEVATION INSTALLATION OVER STREAM

When the width of the culvert makes it necessary to anchor a post to the top of the culvert, a cast iron shoe or other device approved by the Engineer shall be used.

ELEVATION INSTALLATION AROUND HEADWALL

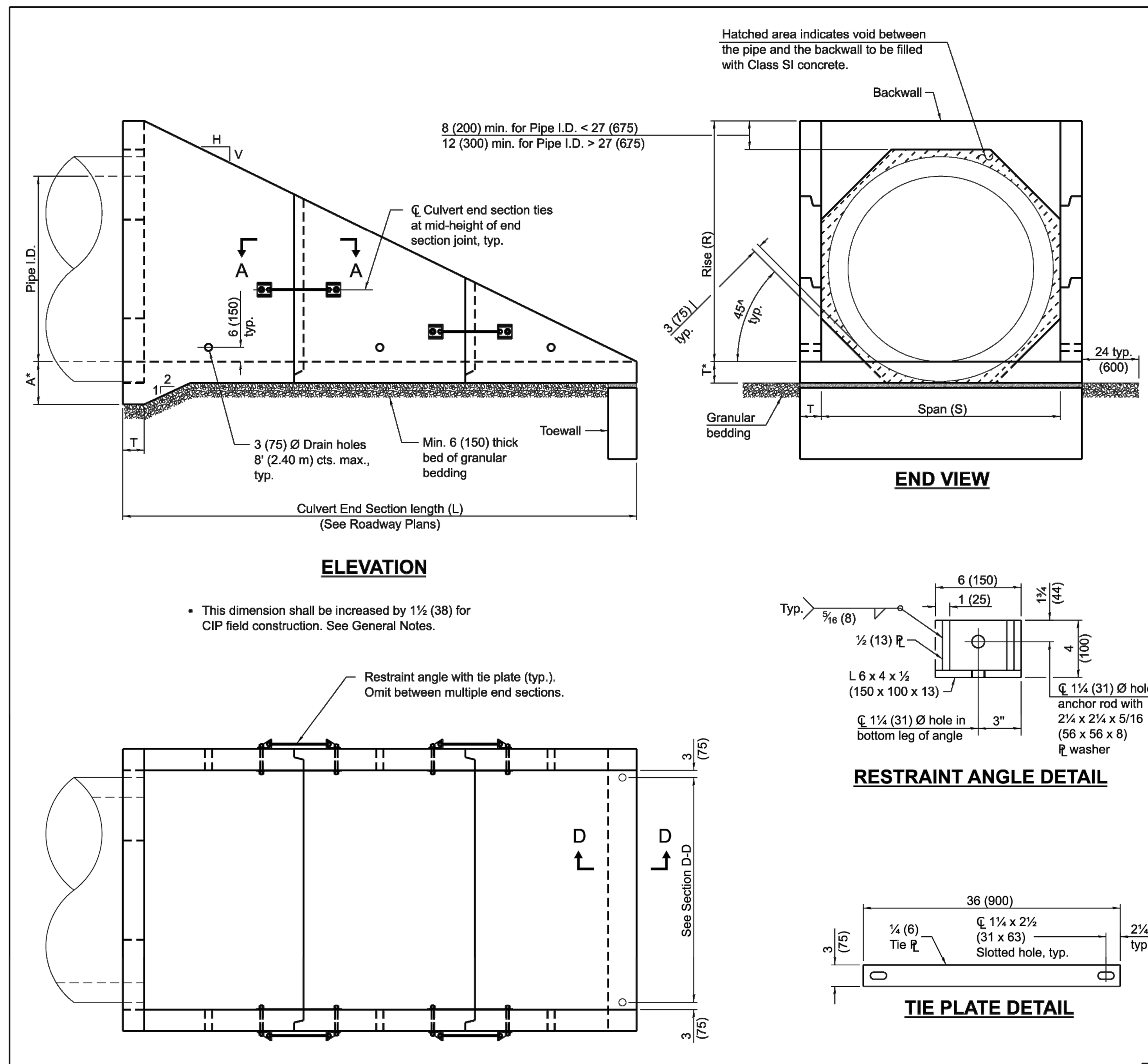
DETAIL A

Illinois Department of Transportation
PASSED January 1, 2009 — ENGINEER OF POLICY AND PROCEDURES
APPROVED January 1, 2009 — ENGINEER OF DESIGN AND ENVIRONMENT
ISSUED 1-1-97

CHAIN LINK FENCE (Sheet 3 of 3)

STANDARD 664001-02

3 / C4.1 — FENCE DETAIL CONT — NOT TO SCALE



ELEVATION

• This dimension shall be increased by 1½ (38) for CIP field construction. See General Notes.

END VIEW

PLAN

RESTRAINT ANGLE DETAIL

TIE PLATE DETAIL

SECTION A-A (Showing end section tie details)

See Sheet 2 for GENERAL NOTES

PIPE CULVERT END SECTION DIMENSIONS

Pipe I.D.	A	R	S	T	L: Slope of End Section 1:2	1:3	1:4	1:6
15 (375)	14 (350)	29 (737)	28 (711)	8 (200)	5'-6" (1.68 m)	7'-11" (2.42 m)	10'-4" (3.16 m)	15'-2" (4.63 m)
18 (450)	15 (375)	33 (838)	32 (813)	8 (200)	6'-2" (1.88 m)	8'-11" (2.72 m)	11'-8" (3.56 m)	17'-2" (5.24 m)
21 (525)	15 (375)	36 (914)	34 (864)	8 (200)	6'-8" (2.03 m)	9'-8" (2.95 m)	12'-8" (3.86 m)	18'-8" (5.69 m)
24 (600)	15 (375)	39 (990)	38 (970)	8 (200)	7'-2" (2.19 m)	10'-5" (3.18 m)	13'-8" (4.17 m)	20'-2" (6.15 m)
27 (675)	15 (375)	3'-10" (1.17 m)	3'-6" (1.07 m)	8 (200)	8'-4" (2.54 m)	12'-2" (3.71 m)	16'-0" (4.88 m)	23'-8" (7.21 m)
30 (750)	16 (400)	4'-2" (1.27 m)	3'-10" 1.17 m)	8 (200)	9'-0" (2.75 m)	13'-2" (4.02 m)	17'-4" (5.29 m)	25'-8" (7.83 m)
33 (825)	16 (400)	4'-5" (1.35 m)	4'-0" (1.22 m)	8 (200)	9'-6" (2.90 m)	13'-11" (4.25 m)	18'-4" (5.60 m)	27'-2" (8.29 m)
36 (900)	16 (400)	4'-8" (1.42 m)	4'-4" (1.32 m)	8 (200)	10'-0" (3.05 m)	14'-8" (4.47 m)	19'-4" (5.90 m)	28'-8" (8.74 m)
42 (1050)	17 (425)	5'-3" (1.60 m)	5'-0" (1.52 m)	8 (200)	11'-2" (3.41 m)	16'-5" (5.01 m)	21'-8" (6.61 m)	32'-2" (9.81 m)
48 (1200)	17 (425)	5'-9" (1.75 m)	5'-6" (1.68 m)	8 (200)	12'-2" (3.71 m)	17'-11" (5.46 m)	23'-8" (7.22 m)	35'-2" (10.73 m)
54 (1350)	18 (450)	6'-4" (1.93 m)	6'-2" (1.88 m)	8 (200)	13'-4" (4.07 m)	19'-8" (6.00 m)	26'-0" (7.93 m)	38'-8" (11.79 m)
60 (1500)	18 (450)	6'-10" (2.08 m)	6'-8" (2.03 m)	8 (200)	14'-4" (4.37 m)	21'-2" (6.46 m)	28'-0" (8.54 m)	41'-8" (12.71 m)
66 (1650)	19 (475)	7'-5" (2.26 m)	7'-4" (2.24 m)	8 (200)	15'-6" (4.73 m)	22'-11" (6.99 m)	30'-4" (9.26 m)	45'-2" (13.78 m)
72 (1800)	19 (475)	7'-11" (2.41 m)	7'-10" (2.39 m)	8 (200)	16'-6" (5.03 m)	24'-5" (7.45 m)	32'-4" (9.87 m)	48'-2" (14.70 m)
78 (1950)	21 (525)	8'-6" (2.59 m)	8'-6" (2.59 m)	9 (230)	17'-9" (5.41 m)	26'-3" (8.01 m)	34'-9" (10.60 m)	51'-9" (15.78 m)
84 (2100)	21 (525)	9'-0" (2.74 m)	9'-0" (2.74 m)	9 (230)	18'-9" (5.72 m)	27'-9" (8.46 m)	36'-9" (11.21 m)	54'-9" (16.70 m)

Illinois Department of Transportation
APPROVED April 15, 2016 — ENGINEER OF BRIDGES AND STRUCTURES
APPROVED April 15, 2016 — ENGINEER OF DESIGN AND ENVIRONMENT
ISSUED 1-1-97

DATE	REVISIONS
4-15-16	Added general note for multiple end sections.
4-1-16	Added note to omit restraint angle and tie plate for mult. end sections.

CONCRETE END SECTIONS FOR PIPE CULVERTS 15" (375 mm) THRU 84" (2100 mm) DIA. (Sheet 1 of 3)

STANDARD 542001-06

4 / C4.1 — CULVERT END SECTION DETAIL — NOT TO SCALE

T:\2024\Civil\22240015.000_Apex Clean Energy_Montgrmy Spgs Solar-Montgomery County IL\2. Design\B. Drawings\C4 Details.dwg

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Project Title:
MONTGOMERY SPRINGS SOLAR
MONTGOMERY COUNTY, IL

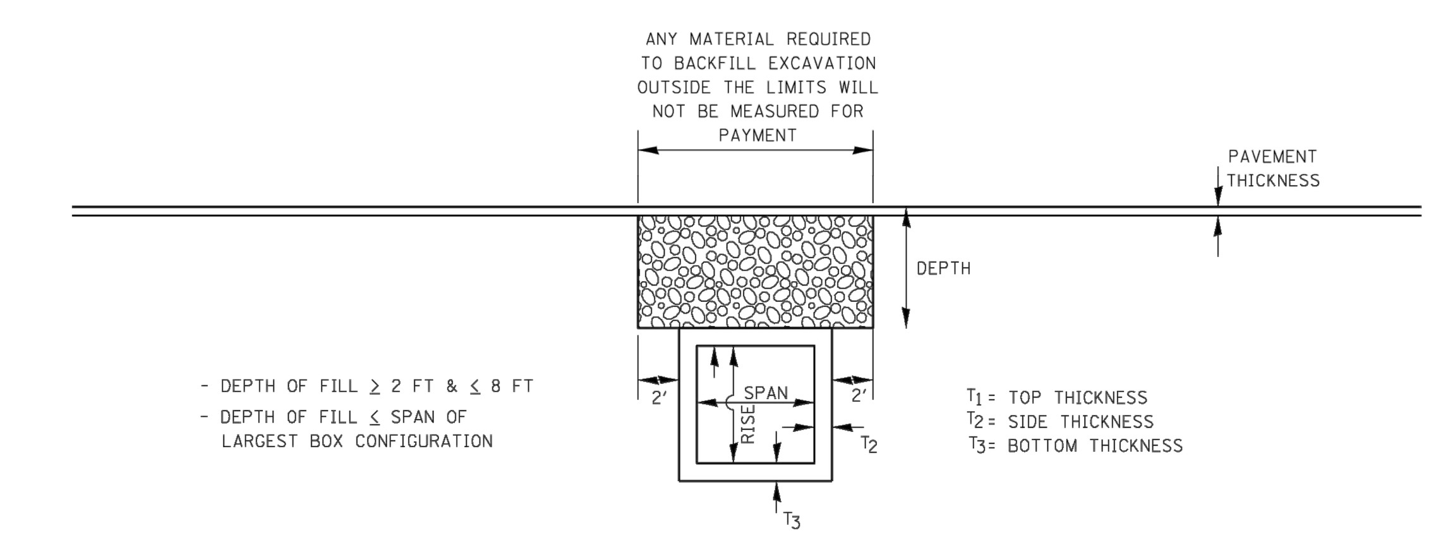
Seal:
DOUGLAS H. KEPPY — 062-060676 — LICENSED PROFESSIONAL ENGINEER OF ILLINOIS
Date: November 8, 2024
Expires: November 30, 2025

Rev.	Date	Description

Project #: 22240015.000
Drawn By: NLF
Checked By: DHK
Issue Date: 11.8.2024

Sheet Title: DETAILS

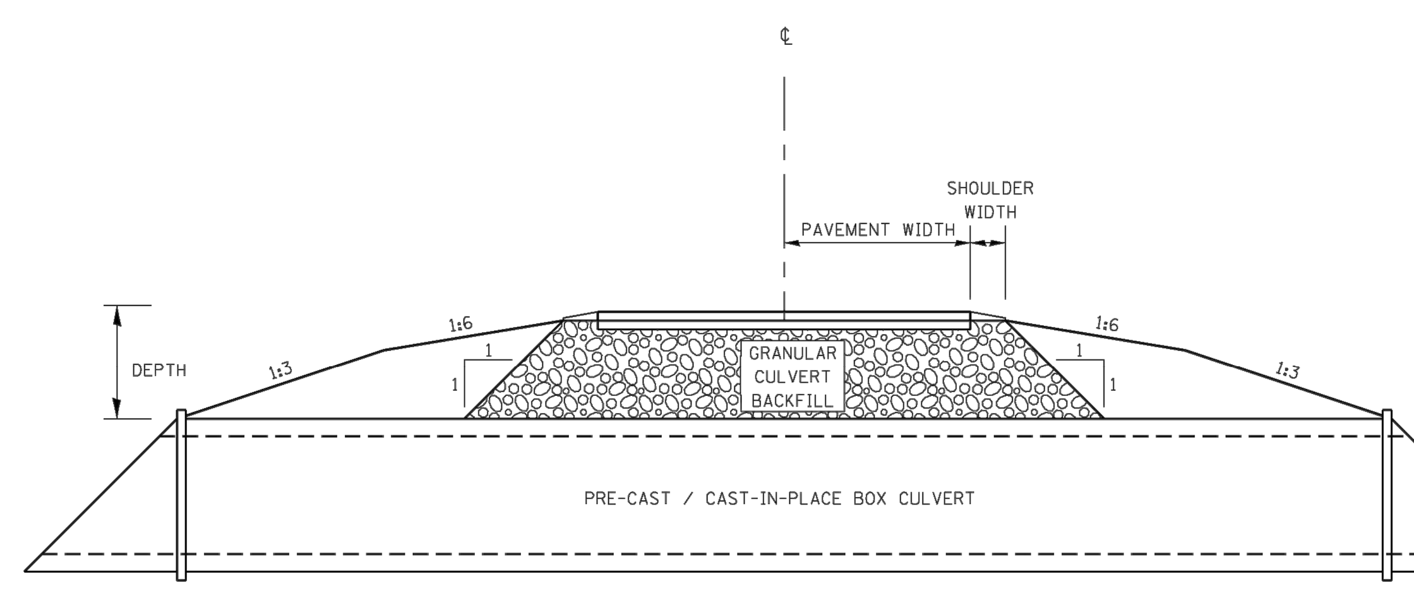
C4.1



- DEPTH OF FILL ≥ 2 FT & ≤ 8 FT
- DEPTH OF FILL ≤ SPAN OF LARGEST BOX CONFIGURATION

* NOTE: WILL NEED MODIFICATION FOR MULTI-CELL BOX CULVERTS

PROFILE GRANULAR BACKFILL DETAIL FOR NEW ALIGNMENTS & CONSTRUCTION



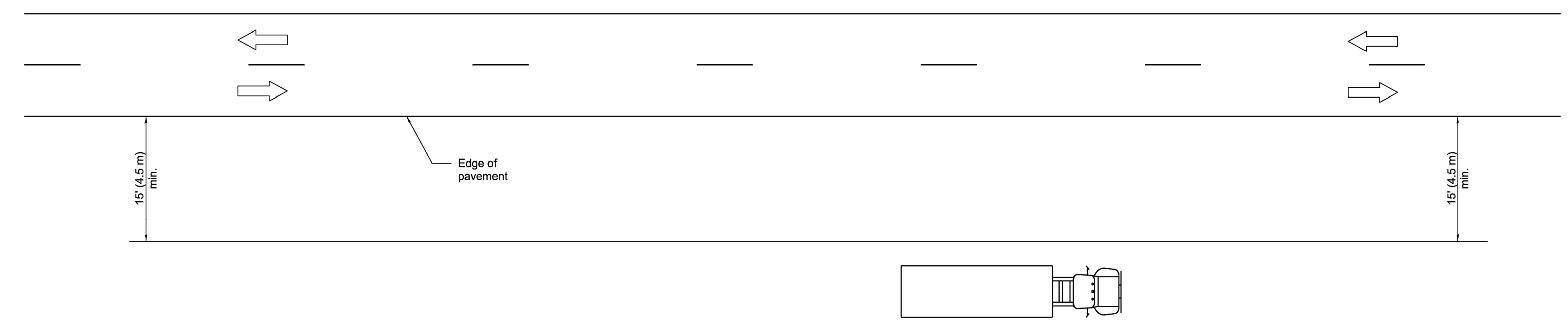
- DEPTH OF FILL ≥ 2 FT & ≤ 8 FT
- DEPTH OF FILL ≤ SPAN OF LARGEST BOX CONFIGURATION

CROSS SECTION GRANULAR BACKFILL DETAIL FOR NEW ALIGNMENTS & CONSTRUCTION

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

GRANULAR BACKFILL DETAIL TO TOP OF BOX CULVERT

Granular Backfill Details.dgn



TYPICAL APPLICATIONS

Landscaping work
Utility work
Fencing contracts and maintenance
Cleaning culverts

GENERAL NOTES

This Standard is used where at all times all vehicles, equipment, workers or their activities are more than 15' (4.5 m) from the edge of pavement.

When the work operation requires that two or more work vehicles cross the 15' (4.5 m) clear zone in any one hour, traffic control shall be according to Standard 701006.

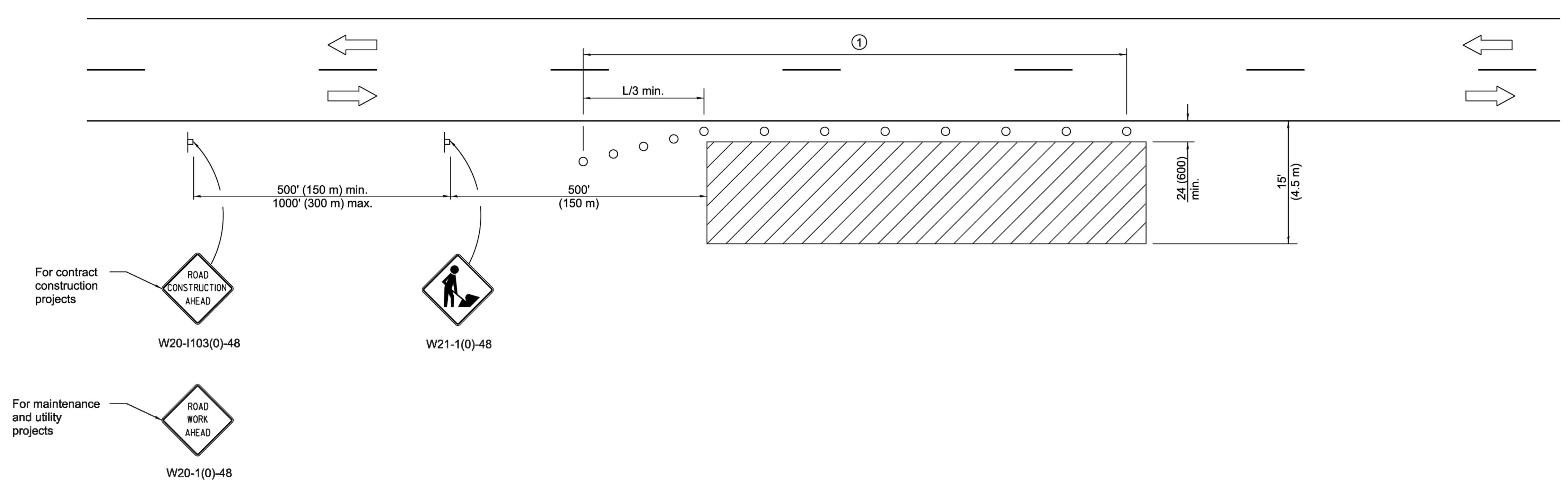
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-09	Switched units to English (metric).
1-1-05	Revised title and notes.

OFF-RD OPERATIONS, 2L, 2W, MORE THAN 15' (4.5 m) AWAY

STANDARD 701001-02

Illinois Department of Transportation
APPROVED January 1, 2009 [signature] ENGINEER OF OPERATIONS
APPROVED January 1, 2009 [signature] ENGINEER OF DESIGN AND ENVIRONMENT
ISSUED 1-1-97



TYPICAL APPLICATIONS

Utility operations
Culvert extensions
Side slope changes
Guardrail installation and maintenance
Delineator installation
Landscaping operations
Shoulder repair
Sign installation and maintenance

① When the work operation exceeds one hour, cones, drums or barricades shall be placed at 25' (8 m) centers for L/3 distance, and at 50' (15 m) centers through the remainder of the work area.

SYMBOLS

Work area
Sign
Cone, drum or barricade

GENERAL NOTES

This Standard is used where any vehicles, equipment, workers or their activities will encroach in the area 15' (4.5 m) to 24 (600) from the edge of pavement.

Calculate L as follows:

SPEED LIMIT	FORMULAS English	FORMULAS (Metric)
40 mph (70 km/h) or less:	$L = \frac{WS^2}{60}$	$L = \frac{WS^2}{150}$
45 mph (80 km/h) or greater:	L=(W)(S)	L=0.65(W)(S)

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-14	Revised workers sign number to agree with current MUTCD.
1-1-13	Omitted text 'WORKERS' sign.

OFF-RD OPERATIONS, 2L, 2W, 15' (4.5 m) TO 24" (600 mm) FROM PAVEMENT EDGE

STANDARD 701006-05

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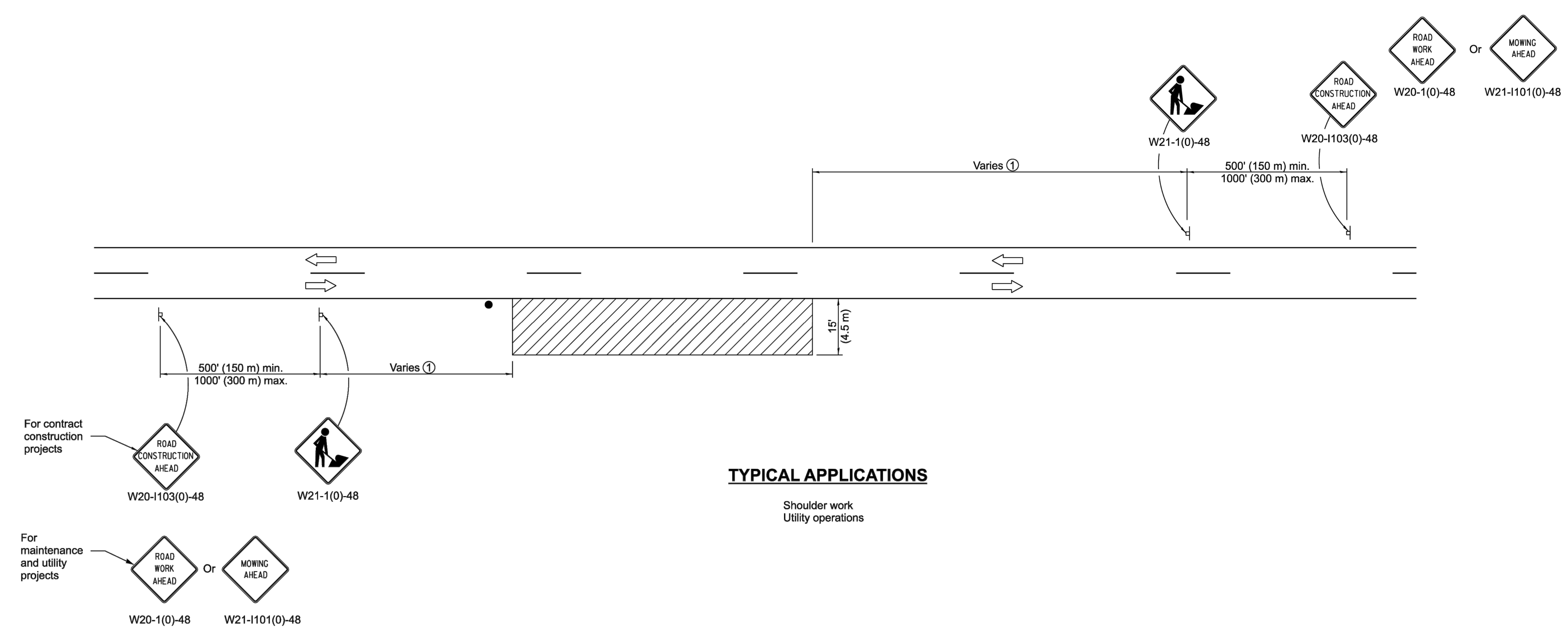

TYPICAL APPLICATIONS

Shoulder work
Utility operations

① Minimum distance is 200' (60 m). Maximum distance to be determined by the Engineer but should not exceed ½ the length required for one normal working day's operation, or 4 miles (6.4 km) whichever is less.

SYMBOLS

Work area
Sign
Flagger with traffic control sign when required

GENERAL NOTES

This Standard is used where at any time, any vehicle, equipment, workers or their activities require an intermittent or continuous moving operation on the shoulder, where the average speed is 1 mph (2 km/h) or less.

When the work operation does not exceed 60 minutes, traffic control may be according to Standard 701301.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-14	Revised workers sign number to agree with current MUTCD.
1-1-13	Omitted text 'WORKERS' sign.

OFF-RD MOVING OPERATIONS 2L, 2W, DAY ONLY

STANDARD 701011-04

Illinois Department of Transportation
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APPROVED January 1, 2014 [signature] ENGINEER OF DESIGN AND ENVIRONMENT
ISSUED 1-1-97

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Larson Engineering, Inc.
1488 Bond Street, Suite 100
Naperville, IL 60563-6503
630.357.0540 (f) 630.357.0164
www.larsonengr.com
ILLINOIS LICENSE NO. 184-001442

Client:
APEX CLEAN ENERGY, INC
120 GARRETT STREET, SUITE 700
CHARLOTTESVILLE, VA 22902

Project Title:
MONTGOMERY SPRINGS SOLAR
MONTGOMERY COUNTY, IL

Seal:
DOUGLAS H. KEPPY 062-066676 LICENSED PROFESSIONAL ENGINEER OF ILLINOIS
Date: November 8, 2024
Expires: November 30, 2025

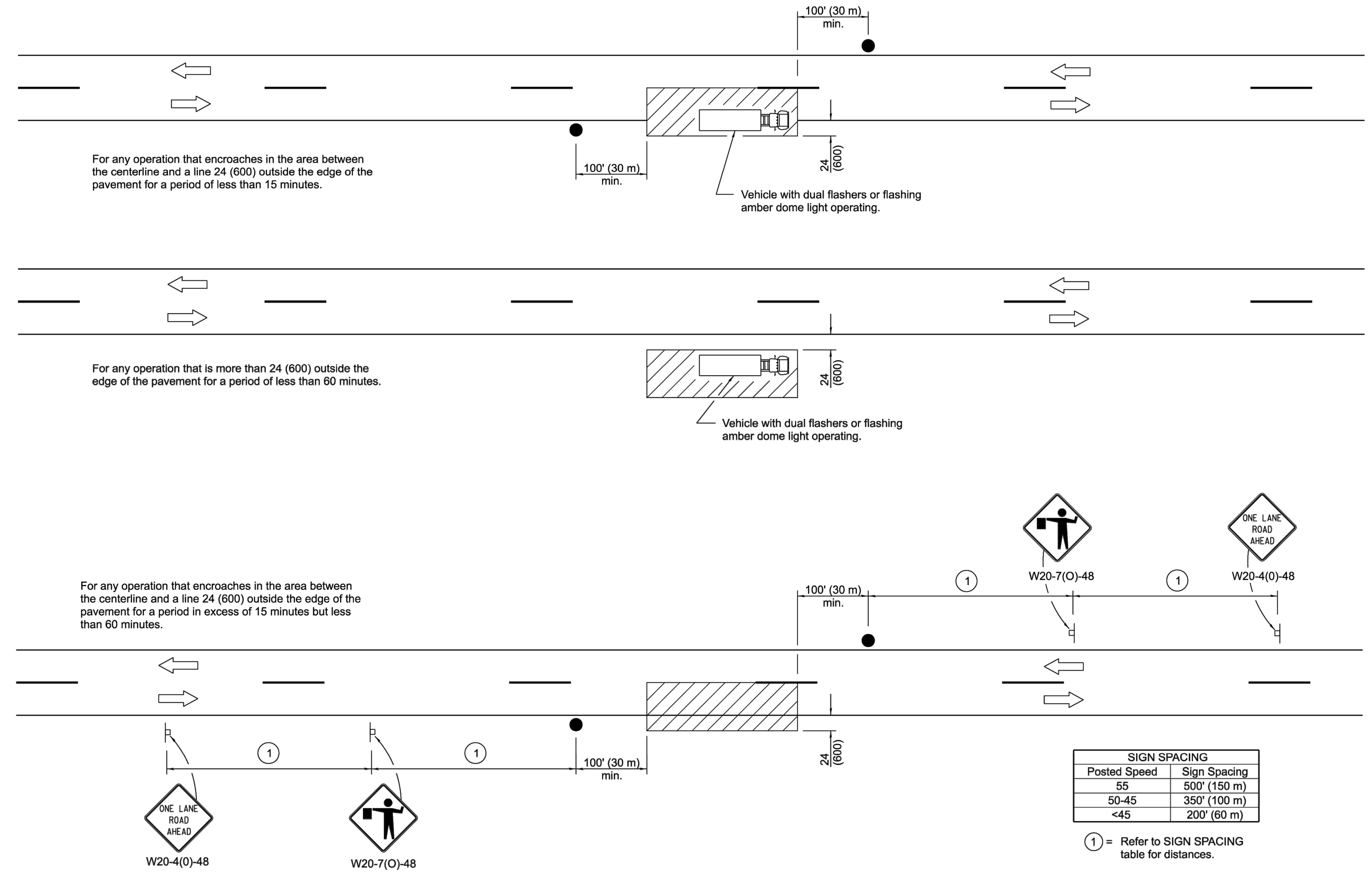
Rev.	Date	Description

Project #: 22240015.000
Drawn By: NLF
Checked By: DHK
Issue Date: 11.8.2024

Sheet Title:
DETAILS

C4.2

Sheet: 8 of 9



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

(1) = Refer to SIGN SPACING table for distances.

All dimensions are in inches (millimeters) unless otherwise shown.

TYPICAL APPLICATIONS

- Marking patches
- Field survey
- String line
- Utility operations
- Cleaning up debris on pavement

SYMBOLS

- Work area
- Sign on portable or permanent support
- Flagger with traffic control sign

DATE	REVISIONS
1-1-11	Revised flagger sign.
1-1-09	Switched units to English (metric).

Illinois Department of Transportation
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APPROVED January 1, 2011 — ENGINEER OF DESIGN AND ENVIRONMENT
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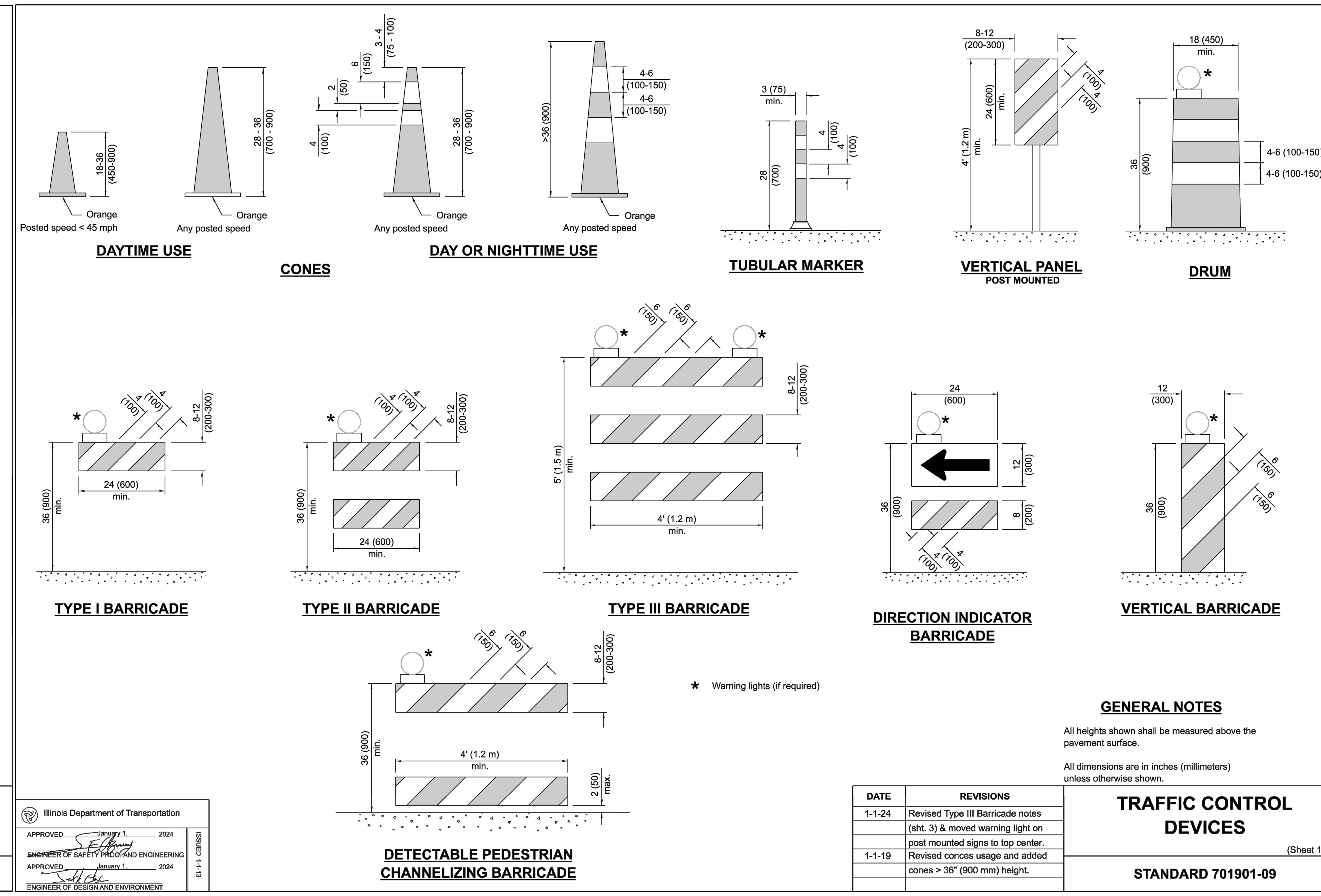
LANE CLOSURE, 2L, 2W, SHORT TIME OPERATIONS

STANDARD 701301-04



GENERAL NOTES

All heights shown shall be measured above the pavement surface.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-24	Revised Type III Barricade notes (sht. 3) & moved warning light on post mounted signs to top center.
1-1-19	Revised conces usage and added cones > 36" (900 mm) height.

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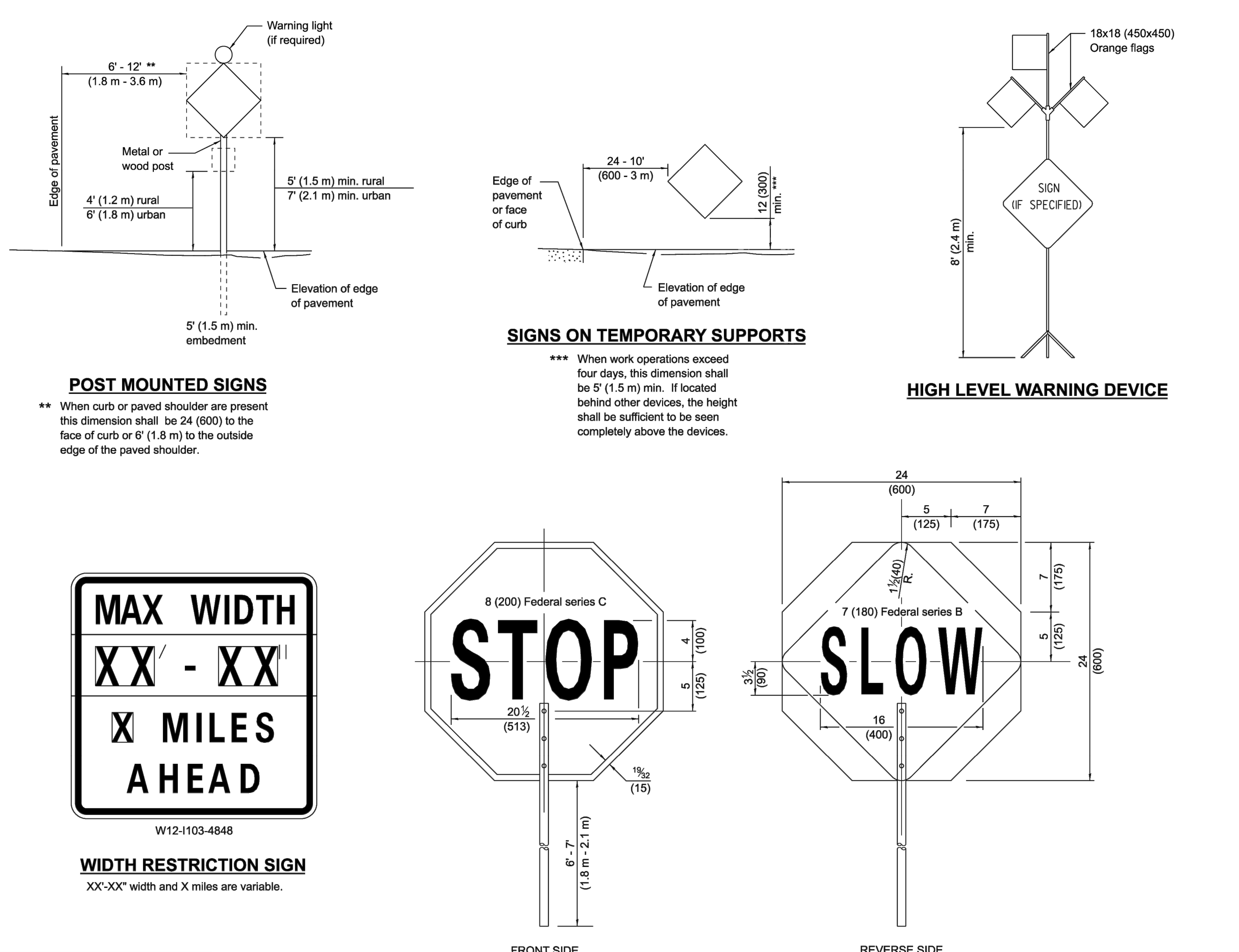
APPROVED January 1, 2024 — ENGINEER OF DESIGN AND ENVIRONMENT
ISSUED 1-1-13

TRAFFIC CONTROL DEVICES

(Sheet 1 of 3)

STANDARD 701901-09



** When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.

*** When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.

This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane highways.

WORK LIMIT SIGNING

WORK ZONE — W21-I115(0)-3618
SPEED LIMIT XX — R2-1-3648
PHOTO ENFORCED — R10-I108p-3618 ****
$XXX FINE MINIMUM — R2-I106p-3618

Sign assembly as shown on Standards or as allowed by District Operations.

END WORK ZONE SPEED LIMIT — G20-I103-6036

This sign shall be used when the above sign assembly is used.

HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

**** R10-I108p shall only be used along roadways under the juristiction of the State.

XX'-XX" width and X miles are variable.

Illinois Department of Transportation
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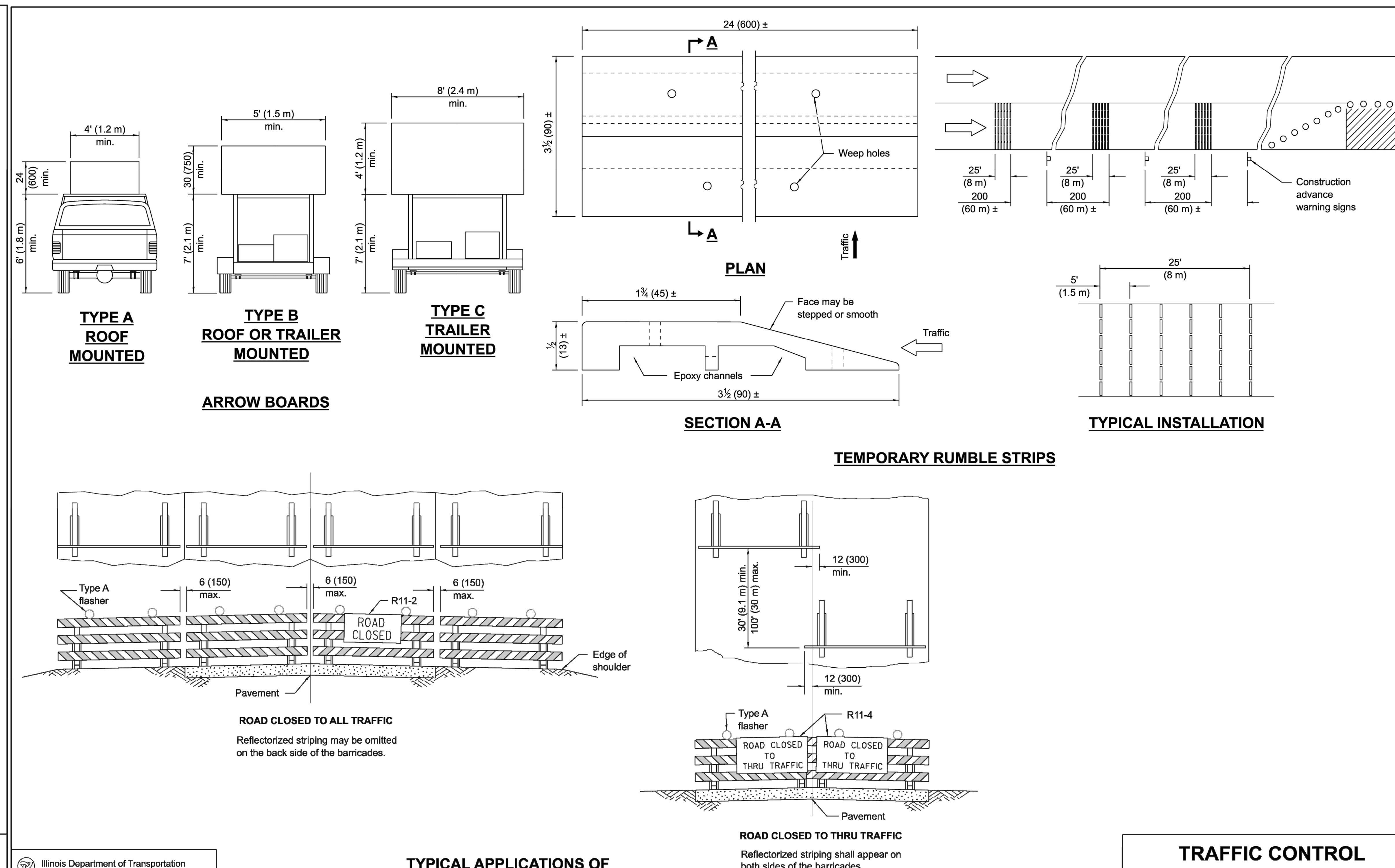
TRAFFIC CONTROL DEVICES

(Sheet 2 of 3)

STANDARD 701901-09



TYPICAL APPLICATIONS OF TYPE III BARRICADES CLOSING A ROAD

If a Type III barricade with an attached sign panel which meets NCHRP 350 or MASH is not available, the sign may be mounted on an NCHRP 350 or MASH temporary sign support directly in front of the barricade.

Illinois Department of Transportation
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APPROVED January 1, 2024 — ENGINEER OF DESIGN AND ENVIRONMENT
ISSUED 1-1-13

TRAFFIC CONTROL DEVICES

(Sheet 3 of 3)

STANDARD 701901-09

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MONTGOMERY COUNTY, IL

Seal: DOUGLAS H. KEPPY 062-060676 LICENSED PROFESSIONAL ENGINEER OF ILLINOIS
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C4.3

Sheet: 9 of 9

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Exhibit F: Draft Decommissioning Plan

A DECOMMISSIONING PLAN FOR

Montgomery Springs Solar LLC

Montgomery County, Illinois

MAY 17, 2024

PREPARED FOR:

APEX CLEAN ENERGY

PREPARED BY:

Westwood

Westwood

Decommissioning Plan

Montgomery Springs Solar, LLC

Montgomery County, Illinois

Prepared for:

Montgomery Springs Solar LLC
120 Garrett Street, Suite 700
Charlottesville, VA 22902

Prepared by:

Westwood Professional Services
12701 Whitewater Drive, Suite 300
Minnetonka, MN 55343
(952) 937-5150

License Exp. 11/30/2025

Project Number: 0052145.00

Date: May 17, 2024

Table of Contents

Attachments

1.0 Introduction / Project Description

This Decommissioning Plan ("Plan") has been prepared for the Montgomery Springs Solar, LLC in accordance with the Illinois Department of Agriculture (IDOA) Agricultural Impact Mitigation Agreement (AIMA). The purpose of the Plan is to describe the means and methods that can be used to remove all structures, foundations, underground cables, and equipment and to reclaim and restore the land altered during the construction and operation of the solar project to its predevelopment condition to the extent feasible.

The Montgomery Springs Solar, LLC Project ("Project") will be a solar power generation project with an aggregate nameplate capacity of up to 5.0-Megawatt (MW) alternating current ("AC," 6.14-MW direct current ["DC"]). The Project is proposed by Montgomery Springs Solar, LLC ("Applicant") in Montgomery County, Illinois. Upon completion, the facility will comprise of solar modules, electrical support equipment, underground collection lines, overhead transmission lines, access roads, and fencing. The Project will be built within a Project Area of approximately nineteen (19) acres.

The useful life of solar panels is generally considered to be 35 years. At that time, the Project will either be decommissioned or repowered with newer technology. The Plan identifies components which may be removed and areas that may be restored once the Project has not operated for twelve (12) consecutive months, or when the Project has surpassed the useful lifespan of the modules and facilities.

Following AIMA guidelines, the Decommissioning Plan and cost estimate will be updated and refiled with the County after the tenth (10th) anniversary of commercial operation, and every five (5) years thereafter. The revised plans will reflect advancements in construction techniques, reclamation equipment, and standards. The Decommissioning Plan will be certified by a Professional Engineer.

2.0 Proposed Future Land Use

Prior to the development of the Project, the land use of the Project Area was primarily agricultural production. After all equipment and infrastructure is removed during decommissioning, any holes or voids created by poles, concrete pads, and other equipment will be filled in with native soil to the surrounding grade, and the site will be restored to pre-construction conditions to the extent practicable. Access roads and other areas compacted by equipment may be decompacted to a depth necessary to ensure drainage of the soil and root penetration prior to fine grading and tilling to a farmable condition to match preconstruction conditions. Please refer to Section 3.2 for a detailed description of reclamation activities.

3.0 Decommissioning Activities

Decommissioning of the Project will include removing all facility components, including the solar modules, solar panel racking, steel foundation posts and beams, inverters, transformers, overhead and underground cables and lines, equipment pads and foundations, equipment cabinets, and ancillary equipment. The civil facilities, access roads, security fence, and drainage structures and sedimentation basins are included in the scope. Standard decommissioning

practices will be utilized, including dismantling and repurposing, salvaging/recycling, or disposing of the solar energy improvements.

During decommissioning, the landowners will be consulted to identify the extent and type of work to be completed. Some Facility infrastructure, such as the access roads and fencing, may be left in place at the landowners' requests. In accordance with AIMA, underground utility lines, if deeper than five (5) feet below ground surface elevation, will be left in place to minimize land disturbance and associated impacts to future land use.

Decommissioning will include the removal and transportation of all project components from the Project site. All dismantling, removal, recycling, and disposal of materials generated during decommissioning will comply with rules, regulations, and prevailing Federal, State, and local laws at the time decommissioning is initiated and will use approved local or regional disposal or recycling sites as available. Recyclable materials will be recycled to the furthest extent practicable. Non-recyclable materials will be disposed of in accordance with State and Federal law.

3.1 Decommissioning of Project Components

3.1.1 Solar Modules

Solar modules will be inspected for physical damage, tested for functionality, and disconnected and removed from racking. Functioning modules will be packed, palletized, and shipped to an offsite facility for reuse or resale. Non-functioning modules will be shipped to the manufacturer or a third party for recycling or disposal.

3.1.2 Racking

Racking and racking components will be disassembled and removed from the steel foundation posts, processed to appropriate size, and sent to a metal recycling facility.

3.1.3 Steel Foundation Posts

Structural foundation steel posts will be pulled out to full depth, removed, processed to appropriate size, and shipped to a recycling facility. The posts can be removed using back hoes or similar equipment. During decommissioning, the area around the foundation posts may be compacted by equipment and, if compacted, the area will be decompacted in a manner to adequately restore the topsoil and sub-grade material to a density consistent for vegetation.

3.1.4 Overhead and Underground Cables and Lines

Because all underground cables must be installed 5 feet or greater below surface, in accordance with the standard AIMA, the cables will be abandoned in place during decommissioning, with the exception of those cables running to surface equipment. For removed cables, topsoil will be redistributed across the disturbed area. Overhead lines, support poles, and attachments will be removed from the Project and taken to a recycling facility.

3.1.5 Inverters, Transformers, and Ancillary Equipment

All electrical equipment will be disconnected and disassembled. All parts will be removed from the site and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Applicant's sole discretion, consistent with applicable regulations and industry standards.

3.1.6 Equipment Foundations and Ancillary Foundations

The ancillary foundations are pile foundations for the equipment pads. As with the solar array steel foundation posts, the foundation piles will be pulled out completely. All unexcavated areas compacted by equipment used in decommissioning will be decompacted in a manner to adequately restore the topsoil and sub-grade material to a density similar to the surrounding soils. All materials will be removed from the site and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the owner's sole discretion, consistent with applicable regulations and industry standards.

3.1.7 Fence

Fence parts and foundations will be removed from the site and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Applicant's sole discretion, consistent with applicable regulations and industry standards. The surrounding areas will be restored to pre-solar farm conditions to the extent feasible.

3.1.8 Access Roads

Facility access roads will be used for decommissioning purposes, after which removal of roads will be discussed with the landowner(s) and one of the following options will be pursued:

1. After final clean-up, roads may be left intact through mutual agreement of the landowner and the Applicant unless otherwise restricted by federal, state, or local regulations.
2. If a road is to be removed, aggregate will be removed and shipped from the site to be reused, sold, or disposed of appropriately, at the Applicant's sole discretion, consistent with applicable regulations and industry standards. Clean aggregate can often be used as "daily cover" at landfills for no disposal cost. Internal service roads are constructed with geotextile fabric and eight inches of aggregate over compacted subgrade. Any ditch crossing connecting access roads to public roads will be removed unless the landowner requests it remains. The subgrade will be decompacted in a manner to adequately restore the topsoil and sub-grade material to a density consistent for reintroduction of farming. Topsoil that was stockpiled during the original construction will be distributed across the open area. Finally, the access road corridors will be tilled to an agricultural condition.

3.2 Reclamation

The Applicant will restore and reclaim the site to the pre-solar farm condition consistent with the site lease agreement and the IDOA AIMA. The Applicant assumes that most of the Project Area will be returned to farmland and/or pasture after decommissioning through implementation of appropriate measures to facilitate such uses. In addition to the reclamation activities described above for each decommissioning activity, all unexcavated areas compacted by equipment and activity during the decommissioning will be decompacted as needed to ensure proper density of topsoil consistent and compatible with the surrounding area and associated land use. All materials and debris associated with the Project decommissioning will be removed and properly recycled or disposed of at off-site facilities.

4.0 Best Management Practices (BMPs)

4.1 Construction Stormwater Practices

During decommissioning, erosion and sediment control BMPs will be implemented to minimize potential for erosion of site soils and sedimentation of surface waters and waters of the state. Because decommissioning will entail disturbance of more than one acre of soil, the Applicant will prepare a Stormwater Pollution Prevention Plan (SWPPP) and obtain coverage under the Illinois Environmental Protection Agency's (IEPA's) National Pollutant Discharge Elimination System (NPDES) construction general permit prior to initiating soil disturbing activities. Potential BMPs to be implemented during decommissioning activities are described below and will be subject to refinement in the SWPPP. The decommissioning team will review the permitting requirements at the time of decommissioning and obtain any other necessary permits, which may include a US Army Corps of Engineers (USACE) Section 404 Permit to Discharge Dredged or Fill Material.

4.1.1 Erosion Control

All disturbed areas without permanent impermeable or gravel surfaces, or planned for use as crop land, will be vegetated for final stabilization. All slopes steeper than 4:1 should be protected with erosion control blankets. Restoration should include seed application prior to application of the blanket. All slopes 4:1 or flatter should be restored with seed and mulch, which will be disc anchored.

4.1.2 Sediment Control

Sediment controls, such as silt fence, fiber logs, dewatering practices, construction entrances, and sedimentation traps and/or basins will be implemented during construction to prevent the transport of sediment off-site during decommissioning activities. Street sweeping/scraping will also be implemented to mitigate potential tracking of sediment onto public roadways.

4.1.3 Controlling Stormwater Flowing Onto and Through the Project

Given the low gradient of the slopes in the Project aArea, controlling stormwater flow that enters the project area will likely require minimal effort during decommissioning activities. Only newly disturbed areas may require new, temporary stormwater control. If necessary, water may be diverted around the project site using diversion berms.

4.2 Permitting

All decommissioning and reclamation activities will comply with Federal and State permit requirements. Decommissioning activities that will disturb more than one acre of soil will require coverage under the IEPA's NPDES permit for construction stormwater. The permits will be applied for and received prior to decommissioning construction activities commencing. A SWPPP will be developed prior to filing for construction stormwater permit coverage.

If necessary for decommissioning activities, wetlands and waters permits will be obtained from the USACE, Illinois Department of Natural Resources/Office of Water Resources (IDNR/OWR) or IEPA. A Spill Prevention, Control, and Countermeasure (SPCC) Plan for decommissioning will likely also be required for decommissioning work.

4.3 Health and Safety Standards

Work will be conducted in strict accordance with the Applicant's health and safety plan. The construction contractor hired to perform the decommissioning will also be required to prepare a site-specific health and safety plan. All site workers, including subcontractors, will be required to read, understand, and abide by the plans. A site safety office will be designated by the construction contractor to ensure compliance. This official will have stop-work authority over all activities on the site should unsafe conditions or lapses in the safety plan be observed.

5.0 Timeline

Decommissioning of the Project will be initiated if the facility has not produced electricity for a period of twelve (12) months. It is anticipated that the decommissioning activities for the Project can be completed in a twelve (12) week period. The estimated costs for decommissioning are tied to assumptions about the amount of equipment mobilized, the crew sizes, weather and climate conditions, and the productivity of the equipment and crews.

6.0 Decommissioning Costs

The decommissioning costs are calculated using current pricing. In keeping with the requirements of IDOA AIMA the estimate of net costs should be updated every five (5) years after the initial ten (10) years of operation to recognize price trends for both decommissioning costs and the salvage and resale values of the components.

There are currently active markets for scrap steel, aluminum, and copper, used transformers and electrical equipment, and used solar panels. Scrap metal prices have been discounted from posted spot prices found on www.scrapmonster.com. Pricing for used panels has been obtained from solar marketplace EnergyBin for the average price of used solar modules in 2023 and discounted 25%.

The total estimated cost of decommissioning the Montgomery Springs Solar, LLC is approximately $443,108 ($72,191 per MW). Estimated salvage/scrap value of the modules, racking, transformers, and other materials is approximately $726,230. The net decommissioning costs after accounting for resale and salvage values is approximately $283,200 in surplus, or $46,139 in surplus per MW.

7.0 Financial Assurance

In accordance with the AIMA, the facility owner, Montgomery Springs Solar, LLC, shall provide the County with Financial Assurance to cover the estimated costs of Decommissioning of the Project. Provision of this Financial Assurance shall be phased in over the first 11 years of the Project's operation as follows:

1. On or before the first anniversary of the Commercial Operation Date, the Applicant shall provide the County with Financial Assurance to cover ten (10) percent of the estimated costs of Decommissioning of the Project as determined in the Decommissioning Plan.

2. On or before the sixth anniversary of the Commercial Operation Date, the Applicant shall provide the County with Financial Assurance to cover fifty (50) percent of the estimated costs of Decommissioning of the Project as determined in the Decommissioning Plan.

3. On or before the eleventh anniversary of the Commercial Operation Date, the Applicant shall provide the County with Financial Assurance to cover one hundred (100) percent of the estimated costs of Decommissioning of the Project as determined in the updated Decommissioning Plan provided during the tenth year of commercial operation.

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

Attachment A

Decommissioning Cost Estimate

Montgomery Springs Solar Project

	Quantity	Unit	Unit Cost	Total Cost
Mobilization/Demobilization	1	Lump Sum	$21,100.00	$21,100
Mobilization was estimated to be approximately 7% of total cost of other items.				
Permitting				
County Permits	1	Lump Sum	$10,000.00	$10,000
State Permits	1	Lump Sum	$20,000.00	$20,000
Subtotal Permitting				**$30,000**
Decommissioning will require SWPPP and SPCC Plans. Cost is an estimate of the permit preparation cost.				
Civil Infrastructure				
Remove Gravel Surfacing from Road	553	Cubic Yards (BV)	$3.19	$1,764
Haul Gravel Removed from Road to Landfill (Litchfield, IL)	691	Cubic Yards (LV)	$9.06	$6,260
Dispose of Gravel Removed from Road (Landfill uses as Daily Cover)	896	Tons	$0.00	$0
Remove Geotextile Fabric from Beneath Access Roads	3,111	Square Yards	$1.40	$4,355
Haul Geotech Fabric to Landfill (Litchfield, IL)	1.0	Tons	$7.89	$8
Dispose of Geotech Fabric	1.0	Tons	$81.00	$81
Remove and Load Culvert from Beneath Access Roads	1	Each	$420.00	$420
Haul Culvert Removed from Access Roads to Landfill (Litchfield, IL)	0.3	Tons	$7.89	$2
Dispose of Culvert	0.3	Tons	$81.00	$24
Grade Road Corridor (Re-spread Topsoil)	1,400	Linear Feet	$1.95	$2,730
Decompact Road Area	0.6	Acres	$222.97	$134
Remove Chainlink Fence (Substation, BESS, O&M, etc.)	3,770	Linear Feet	$8.01	$30,198
Haul Chainlink Fence to Metal Recycling (Fillmore, IL)	20	Tons	$8.48	$170
Subtotal Civil Infrastructure				**$46,147**
Civil removal costs are a combination of MNDOT unit costs where applicable, RSMeans cost for Effingham, IL, and industry standards provided to Westwood.				
Structural Infrastructure				
Remove Steel Foundation Posts (Arrays)	1,388	Each	$16.60	$23,041
Remove Drive Motor Posts	133	Each	$16.60	$2,208
Remove Steel Foundation Posts (Equipment Skids)	8	Each	$16.60	$133
Haul Steel Post to Metal Recycling (Fillmore, IL)	110	Tons	$6.69	$736
Remove Tracker Racking per String	347	Each	$205.63	$71,354
Haul Tracker Racking to Metal Recycling (Fillmore, IL)	294	Tons	$6.69	$1,967
Haul Drive Motor Posts to Metal Recycling (Fillmore, IL)	10	Tons	$6.69	$67
Subtotal Structural Infrastructure				**$99,505**
Steel removal costs were calculated by using RSMeans information for demolition of steel members.				
Hauling calculations are based on the locations of metals recyclers.				
Electrical Collection System				
Remove PV Panels	10,063	Each	$9.02	$90,768
Haul PV 95% of Panels to Reseller (Louisville, KY)	355	Tons	$52.12	$18,503
Haul 5% of PV Panels to Landfill (Litchfield, IL)	19	Tons	$5.25	$100
Dispose of PV Panels	19	Tons	$81.00	$1,539
Remove Combiner Boxes	15	Each	$60.00	$900
Remove Equipment Skids	1	Each	$1,167.48	$1,167
Remove Equipment Pad Frames and Foundations	1	Each	$0.00	$0
Haul Equipment to Transformer Disposal (Edwardsville, IL)	1	Each	$321.95	$322
Remove SCADA Equipment	1	Each	$2,000.00	$2,000
Remove DC Collector System Cables	6.14	Per MW	$2,000.00	$12,280
Remove Underground (AC) Collector System Stub-Ups	1	Locations	$400.00	$400
Load and Haul Cables for Recycling	2.0	Tons	$6.69	$13
Subtotal Electrical Collection				**$127,992**
Electrical removal costs of PV Panels and Combiner Boxes were based industry standard installation rates. Equipment pads, MV Equipment, and SCADA Equipment removal cost are based on removal of equipment, concrete pads, and conduits using a truck mounted crane and RSMeans information on crew production rates.				

Transmission System				
Remove Overhead Cables	500	Feet	$7.90	$3,950
Loadout Overhead Cables	1.0	Tons	$37.00	$37
Haul Overhead Cables	1.0	Tons	$6.69	$7
Remove and Load Timber Transmission Poles	13	Each	$432.85	$5,627
Haul Timber Poles to Landfill (Litchfield, IL)	42.0	Tons	$7.89	$332
Haul Hardware, Bracing, and Attachments to Landfill (Litchfield, IL)	7	Cubic Yards	$10.76	$75
Dispose of Transmission Pole Components	13	Each	$81.00	$1,053
Topsoil and Revegetation at Removed Poles	13	Each	$3.36	$44
Subtotal Transmission System				**$11,124**
Site Restoration				
Stabilized Construction Entrance	1	Each	$2,000.00	$2,000
Perimeter Controls (Erosion and Sediment Control)	1,885	Linear Feet	$4.26	$8,030
Permanent Seeding on Roadway Areas	0.6	Acres	$5,856.40	$3,514
Till to Farmable Condition on Array Areas	19.4	Acres	$177.52	$3,444
Subtotal Site Restoration				**$16,988**
Project Management				
Project Manager	12	Weeks	$3,749.00	$44,988
Superintendent (half-time)	12	Weeks	$1,762.50	$21,150
Field Engineer (half-time)	12	Weeks	$1,634.50	$19,614
Clerk (half-time)	12	Weeks	$375.00	$4,500
Subtotal Project Management				**$90,252**
Standard industry weekly rates from RSMeans.				
Subtotal Demolition/Removals				**$443,108**
Salvage				
Fencing (Chain Link)	20	Tons	$255.15	$5,103
Steel Posts	110	Tons	$255.15	$28,067
Module Racking	294	Tons	$255.15	$75,014
PV Modules	9,560	Each	$64.05	$612,308
Transformers and Inverters	3,731	Pounds	$0.26	$970
Transformers (Oil)	760	Gallons	$0.70	$532
DC Collection Line Stub-Ups (Copper)	1,164	Pounds	$0.95	$1,106
AC Collection Line Stub-Ups (Aluminum)	2,813	Pounds	$0.74	$2,082
Transmission Lines (Steel)	0	Tons	$312.98	$125
Transmission Lines (Aluminum)	1,248	Pounds	$0.74	$924
Subtotal Salvage				**$726,230**
Salvage values are a combination of the following factors; current market metal salvage prices, current secondary market for solar panel module				
Total Demolition Minus Salvage				**($283,200)**

Notes:

1. Prices used in analysis are estimated based on research of current average costs and salvage values.
2. Prices provided are estimates and may fluctuate over the life of the project.
3. Contractor means and methods may vary and price will be affected by these.

Cost Estimate Assumptions

To develop a cost estimate for the decommissioning of the Montgomery Springs Solar, LLC, Westwood engineers made the following assumptions and used the following pricing references. Costs were estimated based on current pricing, technology, and regulatory requirements. The assumptions are listed in order from top to bottom of the estimate spreadsheet. When publicly available bid prices or State Department of Transportation bid summaries were not available for particular work items, we developed time- and material-based estimates considering composition of work crews and equipment and material required. While materials may have a salvage value at the end of the project life, the construction activity costs and the hauling/freight costs are separated from the disposal costs or salvage value to make revisions to salvage values more transparent.

1. Project quantities are based on Montgomery Springs Solar, LLC general array layout, dated April 10, 2024
2. A project of this size and complexity requires a full-time project manager with half-time support staff.
3. Common labor will be used for the majority of tasks, supplemented by electricians, steel workers, and equipment operators where labor rules may require. The labor rates reflect union labor rates.
4. Mobilization was estimated at approximately 7% of total cost of other items.
5. Permit applications will require the preparation of a SWPPP and a SPCC Plan.
6. Road gravel removal was estimated on a time and material basis. Since the material will not remain on site, a hauling cost is added to the removal cost. Clean aggregate can typically be used as "daily cover" at landfills without incurring a disposal cost. The road gravel may also be used to fortify local driveways and roads, lowering hauling costs but incurring placing and compaction costs. The hauling costs to a landfill represents an upper limit to costs for disposal of the road gravel.
7. The selected disposal facility (Litchfield/Hillsboro Landfill) is located in Litchfield, Illinois, approximately eleven (11) miles from the project site. Hauling costs to the landfill are estimated to be $7.89 per ton.
8. Erosion and sediment control along road reflects the cost of silt fence on the downgradient side of the proposed roads. As such, the length of controls has been estimated to be approximately 50% of the road length.
9. Topsoil is required to be stockpiled on site during construction, so no topsoil replacement is expected to replace the road aggregate. Subsoiling cost to decompact roadway areas is estimated as $222.97 per acre, and tilling to an agriculture-ready condition is estimated as $177.52 per acre.
10. The selected metal recycling facility (Route 185 Recycling) is located in Fillmore, Illinois, approximately fifteen (15) miles from the project site. Hauling costs to the recycling facility are approximately $0.45 per ton mile, or $6.69 per ton.
11. Tracker foundation posts are lightweight "I" beam sections installed with a specialized piece of equipment and can be removed with a standard backhoe with an attachment for gripping the piles. We estimate crew productivity at 240 posts per day, resulting in a per post cost of approximately $16.60. The posts weigh approximately 150 pounds each.
12. It is assumed that the racking structures weigh approximately 15 pounds per linear foot of array. Each solar panel has a width of 44.65 inches. The facility will have 10,063 modules and approximately 40,000 feet of array. The arrays are made of steel pipes; a crew with

hand tools can disassemble and cut the pieces to sizes for recycling at a rate of about 1800 pounds per person per hour, or about $242.70 per ton.

13. The solar panels for this project measure approximately 3.72 feet by 7.82 feet and weigh 74.4 pounds. They can easily be disconnected, removed, and packed by a three-person crew at a rate we estimate at thirty-six (36) panels per hour.
14. The Medium Voltage (MV) equipment skid weighs approximately 18,700 pounds and can be disconnected by a crew of electricians. It must be lifted by a mobile crane for transport to the recycler. They contain copper or aluminum windings.
15. String inverters will be installed on racking with pile foundations.
16. The transformers contain copper windings that have significant salvage value. They are typically oil filled, but most transformer recyclers will accept the transformers with oil. The estimated costs include removal of metal frame and conduits feeding the equipment.
17. The MV equipment and SCADA equipment are mounted on the same equipment skids as the inverters and transformers, and they are enclosed in weatherproof cabinets. Their size requires light equipment to remove them. The costs for the removal of the pile foundations are included in the "Remove Steel Foundation Posts" estimate.
18. The underground collector system cables are placed in trenches with a minimum of eighteen (18) inches of cover. Several cables/circuits are placed side by side in each trench. The conduits and cables can be removed by trenching.
19. Perimeter control pricing is based on silt fence installation around downgradient sides of the project perimeter.
20. Metal salvage prices (steel, aluminum, copper) are based on May 2024 quotes from www.scrapmonster.com for the Midwest. Posted prices are three months old. These prices are based on delivery to the recycling facility with the material prepared to meet size, thickness, cleanliness, and other specifications.
21. A reduction of 25% has been taken from all pricing obtained from www.scrapmonster.com to reflect the processing by the contractor to meet the specifications.
22. The salvage value for steel uses pricing from the Midwest United States at $375 per metric ton, or $340.19 for U.S. ton.
23. Solar module salvage values are shown in current values, assuming near-new conditions for the first few years of operations. Panel salvage values are based on the average price for used modules, as published for year 2023 by EnergyBin, an online solar marketplace. The average price was discounted by 25% as a conservative measure.
24. There is an active market for reselling and recycling electrical transformers and inverters with several national companies specializing in recycling. However, we have assumed that the electrical equipment will be obsolete at the time of decommissioning, so we have based the pricing on a percentage of the weight that reflects the copper windings that can be salvaged. Pricing was used for Copper Transformer Scrap for the Midwest United States, at $0.35 per pound.
25. The collection lines are priced assuming copper conductor wire for the direct current circuits and aluminum wire for the alternating current circuits. The prices reflect a reduced yield of copper or aluminum resulting from the stripping of insulation and other materials from the wire prior to recycling. The estimate uses the Midwest prices of #2 insulated copper wire with a 50% recovery rate ($1.26/pound) and E.C. Aluminum Wire ($0.99/pound).
26. Care to prevent damage and breakage of equipment, PV modules, inverters, capacitors, and SCADA must be exercised, but removal assumes unskilled common labor under supervision.

Exhibit G: Example Equipment Specification Sheets

SG200HX-US

Multi-MPPT String Inverter for 1500 Vdc System

HIGH YIELD

- Up to 12 MPPTs with max. efficiency 98.8%
- 20A per string, compatible with 500Wp+ module
- Data exchange with tracker system, improving yield

GRID SUPPORT

- SCR ≥ 1.15 stable operation in extremely weak grid
- Reactive power response time < 30 ms

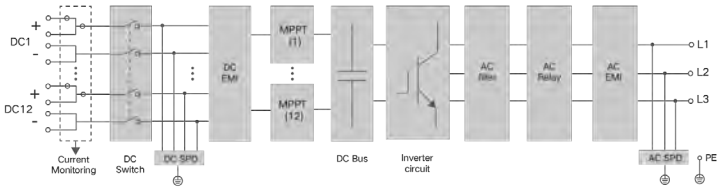
LOW COST

- Q at night function, save investment
- Smart IV Curve diagnosis, active O&M

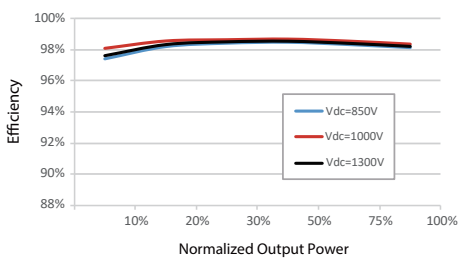
PROVEN SAFETY

- 2 strings per MPPT, no fear of string reverse connection
- 24h real-time AC and DC insulation monitoring

CIRCUIT DIAGRAM



EFFICIENCY CURVE



SUNGROW
Clean power for all

Type designation	SG200HX-US
Input (DC)	
Max. PV input voltage	1500 V
Min. PV input voltage / Startup input voltage	500 V / 550 V
Nominal PV input voltage	1000 V
MPP voltage range	500 V – 1500 V
Full Power MPP Voltage Range @ 40 ℃	850 V – 1300 V*
No. of independent MPP inputs	12
Max. number of input connector per MPPT	2
Max. PV input current	12 * 40 A
Max. DC short-circuit current per MPPT	60 A
Output (AC)	
AC output power	200 KVA @ 40 ℃
Max. AC output current	193 A
Nominal AC voltage	3 / PE, 600 V
AC voltage range	528 V – 660 V
Nominal grid frequency / Grid frequency range	60 Hz / 55 Hz – 65 Hz
THD	< 3 % (at nominal power)
DC current injection	< 0.5 % In
Power factor at nominal power / Adjustable power factor	> 0.99 / 0.8 leading – 0.8 lagging
Feed-in phases / connection phases	3 / 3
Efficiency	
Max. efficiency / CEC efficiency	98.8 % / 98.5 %
Protection	
DC reverse connection protection	Yes
AC short circuit protection	Yes
Leakage current protection	Yes
Grid monitoring	Yes
Ground fault monitoring	Yes
DC switch / AC switch	Yes / No
PV String current monitoring	Yes
Q at night function	Yes
Anti-PID and PID recovery function	No
Surge protection	DC Type II / AC Type II
General data	
Dimensions (W*H*D)	1166 mm * 870 mm * 361 mm (45.9'' * 34.3'' * 14.2'')
Weight	≤ 120 kg (≤ 265 lbs)
Isolation method	Transformerless
Degree of protection	IP66 (NEMA 4X)
Power consumption at night	< 6 W
Operating ambient temperature range	- 30 ℃ to 60 ℃ (- 22 °F to 140 °F)
Allowable relative humidity range	0 % – 100 %
Cooling method	Smart forced air cooling
Max. operating altitude	4000 m (> 3000 m derating) / 13123 ft (> 9843 ft derating)
Display	LED, Bluetooth+APP
Communication	RS485, SunSpec, Modbus
DC connection type	MC4 (Max. 10AWG， Optional 8AWG)
AC connection type	Support OT / DT terminal (Max. 750Kcmil)
Compliance	UL 1741, UL 62109-1, CSA C22.2 No.107.1-16, IEEE 1547-2018, IEEE 1547.1-2020, UL 1741 SA/SB, California Rule21,and FCC Part 15 Class A Limit
Grid Support	Q at night function, LVRT, HVRT,active & reactive power control and power ramp rate control, Q-U control, P-f control

* Full power MPP range is temperature dependent, check the characteristic curve of the inverter for more information.

www.jinkosolar.com

Solar JinKO
Building Your Trust in Solar

Tiger Neo N-type 72HL4-BDV

560-580 Watt

BIFACIAL MODULE WITH DUAL GLASS

N-Type

Positive power tolerance of 0~+3%

IEC61215(2016), IEC61730(2016)

ISO9001:2015: Quality Management System

ISO14001:2015: Environment Management System

ISO45001:2018
Occupational health and safety management systems

Key Features

SMBB Technology

Better light trapping and current collection to improve module power output and reliability.

Hot 2.0 Technology

The N-type module with Hot 2.0 technology has better reliability and lower LID/LETID.

PID Resistance

Excellent Anti-PID performance guarantee via optimized mass-production process and materials control.

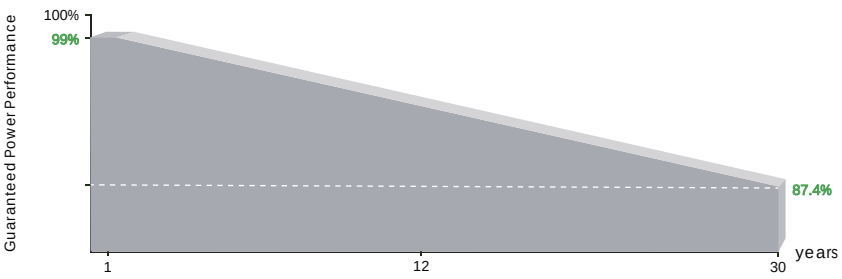
Enhanced Mechanical Load

Certified to withstand: wind load (2400 Pascal) and snow load (5400 Pascal).

Higher Power Output

Module power increases 5-25% generally, bringing significantly lower LCOE and higher IRR.

LINEAR PERFORMANCE WARRANTY

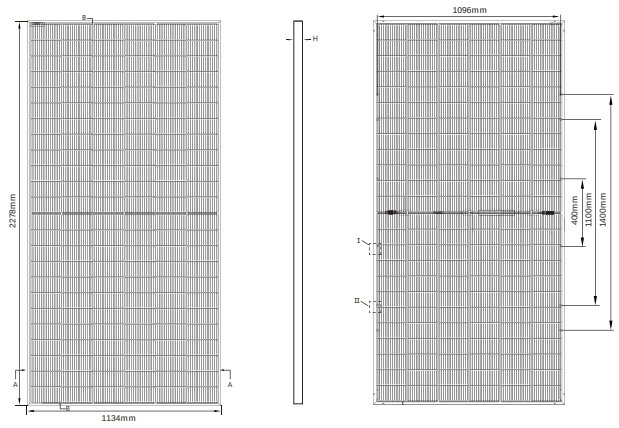


12 Year Product Warranty

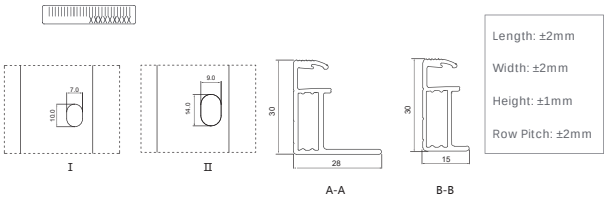
30 Year Linear Power Warranty

0.40% Annual Degradation Over 30 years

Engineering Drawings



Front Side Back



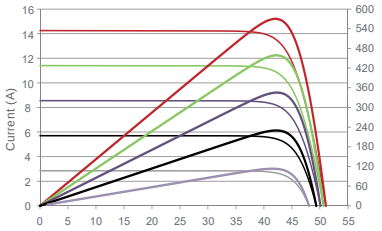
Packaging Configuration

(Two pallets = One stack)

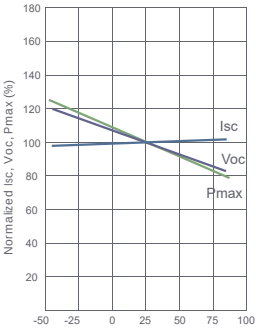
36pcs/pallets, 72pcs/stack, 720pcs/ 40'HQ Container

Electrical Performance & Temperature Dependence

Current-Voltage & Power-Voltage Curves (570W)



Temperature Dependence of Isc,Voc,Pmax



Mechanical Characteristics

Cell Type	N type Mono-crystalline
No. of cells	144 (2×72)
Dimensions	2278×1134×30mm (89.69×44.65×1.18 inch)
Weight	32 kg (70.55 lbs)
Front Glass	2.0mm, Anti-Reflection Coating
Back Glass	2.0mm, Heat Strengthened Glass
Frame	Anodized Aluminium Alloy
Junction Box	IP68 Rated
Output Cables	TUV 1×4.0mm² (+): 400mm , (-): 200mm or Customized Length

SPECIFICATIONS

Module Type	JKM560N-72HL4-BDV		JKM565N-72HL4-BDV		JKM570N-72HL4-BDV		JKM575N-72HL4-BDV		JKM580N-72HL4-BDV	
	STC	NOCT	STC	NOCT	STC	NOCT	STC	NOCT	STC	NOCT
Maximum Power (Pmax)	560Wp	421Wp	565Wp	425Wp	570Wp	429Wp	575Wp	432Wp	580Wp	436Wp
Maximum Power Voltage (Vmp)	41.95V	39.39V	42.14V	39.52V	42.29V	39.65V	42.44V	39.78V	42.59V	39.87V
Maximum Power Current (Imp)	13.35A	10.69A	13.41A	10.75A	13.48A	10.81A	13.55A	10.87A	13.62A	10.94A
Open-circuit Voltage (Voc)	50.67V	48.13V	50.87V	48.32V	51.07V	48.51V	51.27V	48.70V	51.47V	48.89V
Short-circuit Current (Isc)	14.13A	11.41A	14.19A	11.46A	14.25A	11.50A	14.31A	11.55A	14.37A	11.60A
Module Efficiency STC (%)	21.68%		21.87%		22.07%		22.26%		22.45%	
Operating Temperature(℃)	-40℃~+85℃									
Maximum system voltage	1500VDC (IEC)									
Maximum series fuse rating	30A									
Power tolerance	0~+3%									
Temperature coefficients of Pmax	-0.30%/℃									
Temperature coefficients of Voc	-0.25%/℃									
Temperature coefficients of Isc	0.046%/℃									
Nominal operating cell temperature (NOCT)	45±2℃									
Refer. Bifacial Factor	80±5%									

BIFACIAL OUTPUT-REARSIDE POWER GAIN

5%	Maximum Power (Pmax)	588Wp	593Wp	599Wp	604Wp	609Wp
	Module Efficiency STC (%)	22.76%	22.97%	23.17%	23.37%	23.57%
15%	Maximum Power (Pmax)	644Wp	650Wp	656Wp	661Wp	667Wp
	Module Efficiency STC (%)	24.93%	25.15%	25.37%	25.60%	25.82%
25%	Maximum Power (Pmax)	700Wp	706Wp	713Wp	719Wp	725Wp
	Module Efficiency STC (%)	27.10%	27.34%	27.58%	27.82%	28.07%

*STC: Irradiance 1000W/m² Cell Temperature 25°C AM=1.5

NOCT: Irradiance 800W/m² Ambient Temperature 20°C AM=1.5 Wind Speed 1m/s

NX Gemini

Two-in-Portrait Smart Solar Tracker

The NX Gemini™ two-in-portrait (2P) solar tracker helps project developers and asset owners get the most from their power plant at the most challenging sites. The Gemini architecture minimizes pier count for difficult soils and maximizes density in sites with irregular boundaries. Its patented self-locking distributed drive system ensures stability in extreme winds without the use of dampers. Horizontal high wind and flood stow minimizes module wind pressures and keeps modules elevated above floods caused by extreme weather.

Capitalize on Challenging Sites with NX Gemini

NX Gemini minimizes pier count for difficult soil conditions with only seven foundation piers in a typical four-string 540-watt module tracker row. Its flexible 2P module configuration maximizes layout density in irregularly shaped sites while preserving vehicle access between rows.

Pair with TrueCapture and Bifacial for Maximum Performance

NX Gemini is optimized for the latest PV module advances, including bifacial and large-format modules. It is integrated with the entire Nextracker controls and software ecosystem, including the TrueCapture™ smart control and energy yield enhancement platform. NX Gemini builds on >50 GW of Nextracker installations to deliver predictable performance for customers.

The Nextracker team has always collaborated with us during their product development process, resulting in trackers that are faster to build, compatible for more sites and easier to maintain. NX Gemini is a strong tracker option for sites with challenging topography and geotechnical conditions.

– George Hershman,
CEO, SOLV Energy

Features and Benefits

Industry-leading

2P design that minimizes foundation posts per megawatt

Flexible

for use on sites with challenging soils and irregular boundaries

Reliable

In extreme wind events with patented self-locking distributed drive

Hurricane-ready

with horizontal wind and flood stow, keeping modules and electronics safe

TrueCapture

available to boost energy yield

GENERAL AND MECHANICAL

Tracking type	Horizontal single-axis, independent row
Module configuration	2 in portrait. 4 strings of crystalline silicon modules. Partial length trackers available
Typical row size	Up to 120 modules, depending on module
Modules supported	Most utility-scale crystalline silicon modules First Solar Series 6/6+
Module attachment	Self-grounding, electric tool-actuated fasteners standard.
Array height	Rotation axis elevation: 1.9 to 2.6 m / 6'2" to 8'8"
Ground coverage ratio (GCR)	Typical range 28-60%
Tracking range of motion	±50°
Motor type	48V brushless DC motor
Drive type	NX-patented self-locking, distributed drive
Operating temperature range	SELF-POWERED: -30°C to 55°C (-22°F to 131°F) AC POWERED: -40°C to 55°C (-40°F to 131°F)
Materials	Galvanized steel
Allowable wind speed	Configurable up to 233 kph (145 mph) (3-sec gust, 10 m AGL)
Wind protection	Intelligent wind stowing with self-locking, distributed drive system for maximum array stability in all wind conditions
High wind stow angle	0° (horizontal)
Flood stow	0° (horizontal). Sensitive components are positioned min. 1.68 m (5.5 ft) above ground. Pier height can be optionally increased.
Foundations	Standard W8 section foundation posts. Typically, 100 - 150 piers/MW.

ELECTRONICS AND CONTROLS

Solar tracking method	Astronomical algorithm with backtracking. TrueCapture™ upgrades available for diffuse tracking mode
Control electronics	NX tracker controller with in-built inclinometer and backup battery
Communications	Zigbee wireless communications to all tracker rows and weather stations via network control units (NCUs)
Nighttime stow	Yes
Power supply	SELF-POWERED: Nextracker-supplied solar module for tracker power AC POWERED: Nextracker-supplied AC power supply with customer-provided AC circuit

INSTALLATION, OPERATIONS AND SERVICE

PE stamped structural calculations and drawings	Included
Onsite training and system commissioning	Included
Installation requirements	Simple assembly using swaged fasteners and bolted connections. No field cutting, drilling, or welding.
Monitoring	NX Data Hub™ centralized data aggregation and monitoring
Module cleaning compatibility	Compatible with virtually all standard cleaning systems
Warranty	10-year structural 5-year drive and control components
Codes and standards	UL 2703 / UL 3703 / IEC 62817

6200 Paseo Padre Parkway | Fremont, CA 94555 | USA | +1 510 270 2500 | nextracker.com

Exhibit H: FAA Coordination

Federal Aviation Administration

« OE/AAA

Notice Criteria Tool

Notice Criteria Tool - Desk Reference Guide V_2018.2.0

The requirements for filing with the Federal Aviation Administration for proposed structures vary based on a number of factors: height, proximity to an airport, location, and frequencies emitted from the structure, etc. For more details, please reference CFR Title 14 Part 77.9.

You must file with the FAA at least 45 days prior to construction if:

- your structure will exceed 200ft above ground level
- your structure will be in proximity to an airport and will exceed the slope ratio
- your structure involves construction of a traverseway (i.e. highway, railroad, waterway etc...) and once adjusted upward with the appropriate vertical distance would exceed a standard of 77.9(a) or (b)
- your structure will emit frequencies, and does not meet the conditions of the FAA Co-location Policy
- your structure will be in an instrument approach area and might exceed part 77 Subpart C
- your proposed structure will be in proximity to a navigation facility and may impact the assurance of navigation signal reception
- your structure will be on an airport or heliport
- filing has been requested by the FAA

If you require additional information regarding the filing requirements for your structure, please identify and contact the appropriate FAA representative using the Air Traffic Areas of Responsibility map for Off Airport construction, or contact the FAA Airports Region / District Office for On Airport construction.

The tool below will assist in applying Part 77 Notice Criteria.

* **Structure Type:**	SOLAR | Solar Panel Please select structure type and complete location point information.
Latitude:	39 Deg 7 M 34.07 S N
Longitude:	89 Deg 29 M 0.07 S W
Horizontal Datum:	NAD83
Site Elevation (SE):	620 (nearest foot)
Structure Height :	15 (nearest foot)
Is structure on airport:	(•) No ( ) Yes

Results

You do not exceed Notice Criteria.

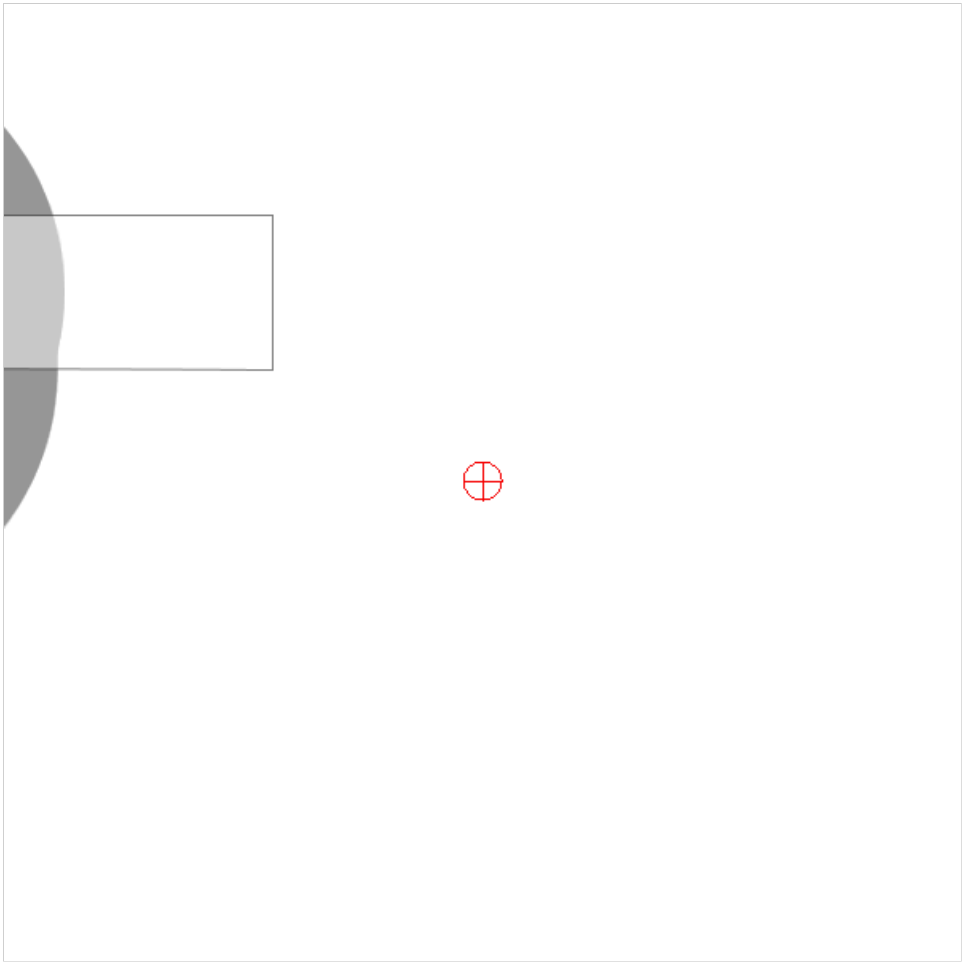


Exhibit I: EPA Coordination

Outlook

RE: ASARCO Taylor Springs - Parcel #s: 16-24-176-004 and 16-24-127-007

From Desai, Sheila <desai.sheila@epa.gov>
Date Wed 5/29/2024 5:05 PM
To Sido Shira <sido.shira@apexcleanenergy.com>
Cc Sarah Cromie <sarah.cromie@apexcleanenergy.com>; Mary-Margaret Hertz <mary-margaret.hertz@apexcleanenergy.com>

Hi Sido,

It was a pleasure speaking with you today. As discussed on the phone, EPA is sampling residential properties in Taylor Springs, IL in association with contamination from the former smelter property at the ASARCO Taylor Springs Superfund Site. Process residues from the former smelting process were taken off the property and used as fill or surfacing material at roadways, alleyways, and various residential properties throughout Taylor Springs. EPA is mainly sampling properties that are or have been residential or high-access properties. At this time, the two parcels, 16-24-176-004 and 16-24-127-007, are not considered for sampling because they are and have been used as farmland. The process residues that were used as fill, is not conducive to farming and is unlikely to be located on farmland.

Feel free to contact me if you have any other questions.

Thanks,

Sheila Desai
Remedial Project Manager
Superfund & Emergency Management Division (SR-6J)
U.S. Environmental Protection Agency Region 5
77 West Jackson Blvd.
Chicago, Illinois 60604
Phone: 312-353-4150
Email: desai.sheila@epa.gov

From: Sido Shira <sido.shira@apexcleanenergy.com>
Sent: Wednesday, May 29, 2024 3:24 PM
To: Desai, Sheila <desai.sheila@epa.gov>
Cc: sarah.cromie@apexcleanenergy.com; Mary-Margaret Hertz <mary-margaret.hertz@apexcleanenergy.com>
Subject: ASARCO Taylor Springs - Parcel #s: 16-24-176-004 and 16-24-127-007

> **Caution:** This email originated from outside EPA, please exercise additional caution when deciding whether to open attachments or click on provided links.

Hi Sheila,

Thank you for the call and explaining the process you all are going through at the Taylor Springs site.

I am attaching a copy of our lease memorandum in hopes that you can provide some additional information about how the ASARCO Taylor Springs site may or may not affect our planned solar project, which is to be located on parcels 16-24-176-004 and 16-24-127-007.

In the event you feel you cannot provide this information directly to me, you could provide the information to the landowner, and I can coordinate getting the information from them.

Thank you again for your time and assistance,

Sido

SIDONIE SHIRA (she/her)
Project Developer, DER

Apex Clean Energy
120 Garrett Street, Suite 700, Charlottesville, VA 22902
office: 434-328-2299 | cell: 540-849-4273 | fax: 434-220-3712
sido.shira@apexcleanenergy.com | www.apexcleanenergy.com

Safety • Integrity • Entrepreneurship • Sustainability • Professionalism

Exhibit J: IPaC

IPaC **U.S. Fish & Wildlife Service**

IPaC resource list

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

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

Location

Montgomery County, Illinois

Local office

Southern Illinois Sub-Office

(618) 998-5945

Marion@fws.gov

MAILING ADDRESS

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

PHYSICAL ADDRESS

6987 Headquarters Road
Marion, IL 62959

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

Endangered species

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

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

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

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

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

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

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

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1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the listing status page for more information. IPaC only shows species that are regulated by USFWS (see FAQ).

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

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

Mammals

NAME	STATUS
Indiana Bat Myotis sodalis Wherever found There is **final** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/5949	Endangered
Northern Long-eared Bat Myotis septentrionalis Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/9045	Endangered
Tricolored Bat Perimyotis subflavus Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/10515	Proposed Endangered

Birds

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

Insects

NAME	STATUS
Monarch Butterfly Danaus plexippus Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/9743	Candidate

Critical habitats

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

There are no critical habitats at this location.

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

Bald & Golden Eagles

Bald and golden eagles are protected under the Bald and Golden Eagle Protection Act[1] and the Migratory Bird Treaty Act[2].

Any person or organization who plans or conducts activities that may result in impacts to bald or golden eagles, or their habitats[3], should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the "Supplemental Information on Migratory Birds and Eagles".

Additional information can be found using the following links:

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

There are bald and/or golden eagles in your project area.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON

Bald Eagle Haliaeetus leucocephalus — Breeds Oct 15 to Aug 31

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

Probability of Presence Summary

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

Probability of Presence (■)

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

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

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

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

Breeding Season (■)

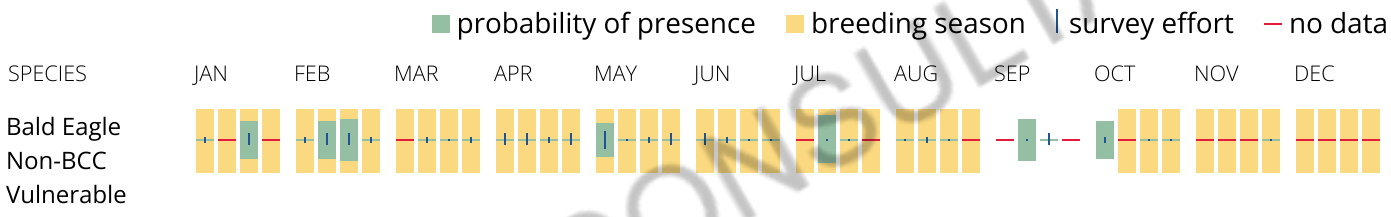
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

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

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

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

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



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

The potential for eagle presence is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle (Eagle Act requirements may apply). To see a list of all birds potentially present in your project area, please visit the Rapid Avian Information Locator (RAIL) Tool.

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

The Migratory Bird Resource List is comprised of USFWS Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location.

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

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the Rapid Avian Information Locator (RAIL) Tool.

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to obtain a permit to avoid violating the Eagle Act should such impacts occur. Please contact your local Fish and Wildlife Service Field Office if you have questions.

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act[1] and the Bald and Golden Eagle Protection Act[2].

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats[3] should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the "Supplemental Information on Migratory Birds and Eagles".

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

Additional information can be found using the following links:

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

The birds listed below are birds of particular concern either because they occur on the USFWS Birds of Conservation Concern (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ below. This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the E-bird data mapping tool (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your

list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found below.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
American Golden-plover Pluvialis dominica This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds elsewhere
Bald Eagle Haliaeetus leucocephalus This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.	Breeds Oct 15 to Aug 31
Chimney Swift Chaetura pelagica This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Mar 15 to Aug 25
Kentucky Warbler Oporornis formosus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Apr 20 to Aug 20
Lesser Yellowlegs Tringa flavipes This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9679	Breeds elsewhere
Pectoral Sandpiper Calidris melanotos This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds elsewhere
Red-headed Woodpecker Melanerpes erythrocephalus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 10 to Sep 10

Short-billed Dowitcher Limnodromus griseus — Breeds elsewhere

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9480

Wood Thrush Hylocichla mustelina — Breeds May 10 to Aug 31

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

Probability of Presence Summary

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

Probability of Presence (■)

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

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

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

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

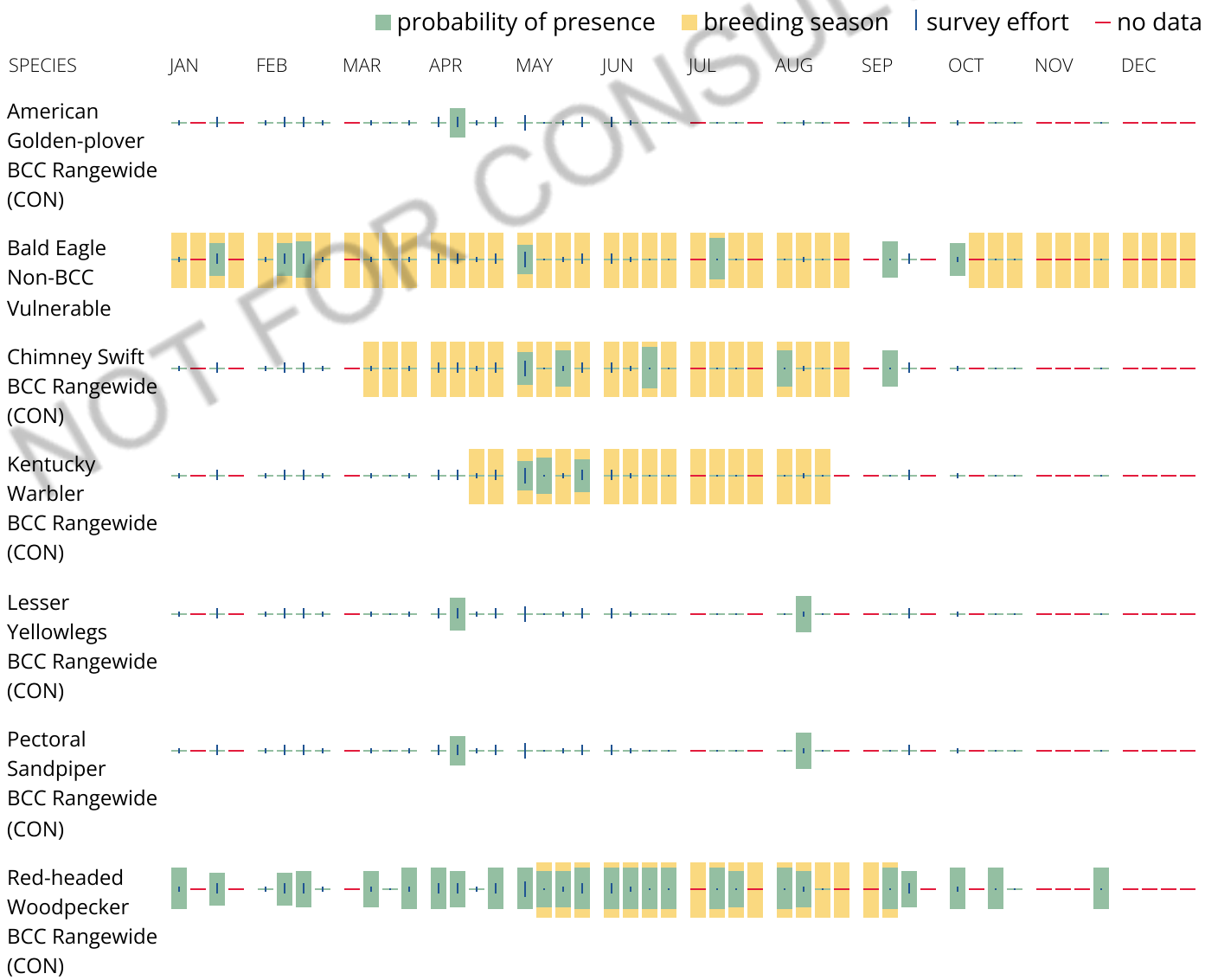
Breeding Season (■)
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

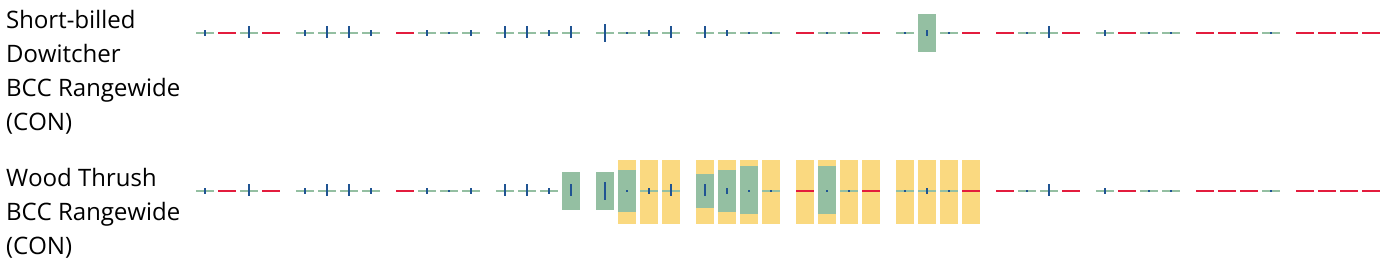
Survey Effort (|)
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

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

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

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





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

Nationwide Conservation Measures describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. Additional measures or permits may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

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

The Migratory Bird Resource List is comprised of USFWS Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location.

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

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the Rapid Avian Information Locator (RAIL) Tool.

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

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

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

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

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may query your location using the RAIL Tool and look at the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

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

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

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the Northeast Ocean Data Portal. The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the Diving Bird Study and the nanotag studies or contact Caleb Spiegel or Pam Loring.

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to obtain a permit to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of

presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

Facilities

National Wildlife Refuge lands

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

There are no refuge lands at this location.

Fish hatcheries

There are no fish hatcheries at this location.

Wetlands in the National Wetlands Inventory (NWI)

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

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

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

This location overlaps the following wetlands:

FRESHWATER FORESTED/SHRUB WETLAND

PSS1Ax

A full description for each wetland code can be found at the National Wetlands Inventory website

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

Data limitations

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

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

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

Data exclusions

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

Data precautions

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

seek the advice of appropriate Federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

Exhibit K: EcoCAT

EcoCAT
Ecological Compliance Assessment Tool

ILLINOIS DEPARTMENT OF NATURAL RESOURCES

Applicant: Apex Clean Energy
Contact: Mary-Margaret Hertz
Address: 120 Garrett Street
Suite 700
Charlottesville , VA 22902

Project: Montgomery Springs
Address: S IL Route 127 , Hillsboro

Description: Solar Facility

IDNR Project Number: 2410741
Date: 02/19/2024

Natural Resource Review Results

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

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

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

Location

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

County: Montgomery

Township, Range, Section:
8N, 4W, 24

IL Department of Natural Resources Contact
Bradley Hayes
217-785-5500
Division of Ecosystems & Environment

Government Jurisdiction
Montgomery County, IL - County Board
Christine Daniels - County Coordinator
#1 Courthouse Square
Room 202
Hillsboro, Illinois 62049

Disclaimer

The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, compliance with applicable statutes and regulations is required.

Terms of Use

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

1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.

2. Unauthorized attempts to upload, download, or change information on this website are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and/or the National Information Infrastructure Protection Act.

3. IDNR reserves the right to enhance, modify, alter, or suspend the website at any time without notice, or to terminate or restrict access.

Security

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

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EcoCAT
Ecological Compliance Assessment Tool

ILLINOIS DEPARTMENT OF NATURAL RESOURCES

EcoCAT Receipt

Project Code 2410741

APPLICANT	DATE
Apex Clean Energy Mary-Margaret Hertz 120 Garrett Street Suite 700 Charlottesville , VA 22902	2/19/2024

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

TOTAL PAID $ 127.81

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

Exhibit L: Parcels within 250ft

Property Tax PIN #	Property Tax Address	Property Owner Name
16-24-107-035	824 East St Taylor Springs, IL 62089	David Turnbull and Tara Blaser
16-24-127-008	8354 Illinois Route 127 Hillsboro, IL 62049	Village Of Taylor Springs
16-24-200-004	N 9th Ave Hillsboro, IL 62049	Montgomery County
16-24-127-009	S IL Rt 127 Hillsboro, IL 62049	Matthew and Brandi Lentz
16-24-176-002	8264 Illinois Route 127 Hillsboro, IL 62049	John Jagosh
16-24-155-001	Spring St Taylor Springs, IL 62089	C Vernon Tidwell
16-24-176-005	S IL Rt 127 Taylor Springs, IL 62089	Dorothy J Race
16-24-152-031	Spring St Taylor Springs, IL 62089	Jimmy L Lohman
16-24-126-001	8353 IL Route 127 Taylor Springs, IL 62089	Senior Citizens of Montgomery County
16-24-126-002	809 East St Hillsboro, IL 62049	Edward Dane Murphy