

KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE
Kendall County Historic Court House
Court Room
110 W. Madison Street, Yorkville, Illinois
6:30 p.m.
Meeting Minutes of May 21, 2025

CALL TO ORDER

The meeting was called to order by Chairman Wormley at 6:31 p.m.

ROLL CALL

Committee Members Present: Brian DeBolt, Elizabeth Flowers, Dan Koukol, Ruben Rodriguez, and Seth Wormley

Committee Members Absent: None

Also Present: Wanda A. Rolf, Office Assistant, Nick Standiford, Tom Ryan, and Nick Bellone

APPROVAL OF AGENDA

Member DeBolt made a motion, seconded by Member Koukol, to approve the agenda as presented. With a voice vote of five (5) ayes, the motion carried.

APPROVAL OF MINUTES

Member Flowers made a motion, seconded by Member DeBolt, to approve the minutes of the April 7, 2025, meeting. With a voice vote of five (5) ayes, the motion carried.

PUBLIC COMMENT

None

Expenditure Report

Review of Expenditures from April 2025

The Committee reviewed the Expenditure Report.

PETITIONS

Petition 24-30 Nicholas S. Bellone on Behalf of Ament Solar 1, LLC (Tenant) and Janet M. Dhuse on Behalf of the Janet Dhuse Declaration of Family Trust Dated March 1, 2013 (Owner)

Chairman Wormley spoke about a community benefit agreement Between Solar 1, LLC and the County of Kendall, Illinois.

Nick Standiford, Attorney for the Petitioner, spoke about the Solar Farm and how it allows for commercial development and is setback from the right of way. Mr. Standiford stated that they worked with Kendall County to develop a community benefit agreement. The agreement requires payment to the County of Fifteen Thousand Dollars (\$15,000) per year in addition to the yearly taxes for the County to use as the County sees fit.

Mr. Standiford stated they are here to request a recommendation for a Special Use Per-

mit. There is no annexation agreement with the city of Yorkville and the property is within one and a half miles (1.5) of the City of Yorkville.

Member Koukol asked Mr. Ryan if he could provide a background of the company. Tom Ryan, Senior Project Manager provided a brief background of the company. He stated that Solar 1, LLC was previously known as Borrego Solar and has been around since the 1980's. It was one (1) of the first solar companies to come to Illinois to execute solar projects.

Tom Ryan, Senior Project Manager stated that there are two (2) parcels being used. Only forty (40) acres will be used for the solar project site. It is a five (5) megawatt project, single axis tracker. Mr. Ryan stated that notifications were sent out to all surrounding property owners as well as Kendall Township and the United City of Yorkville. They also conducted door to door outreach. There were no objections to the project. There is land that can be used for commercial development. Mr. Ryan stated they are using very efficient trackers and getting a high yield of sunlight. The racking system is piled into the ground. There will be no concrete. There will be a seven foot (7') fence around the project. All the cables will be underground. There will be native grasses and wildflowers; this reduces soil erosion and increases organic matter. This situation creates a habitat for bees and butterflies to forage and increases pollination for nearby crops.

Mr. Ryan stated that, once the permit is issued, they will acquire a drain tile survey. Any drain tiles that are broken or damaged during the process or the lifespan of the project, will be repaired or replaced. Another great thing with the drainage system is the pollinators. The pollinators have a deep root system which will help with preventing erosion. There are some additions from the stormwater study, Kendall Township requested the addition of detention basins on the south end in case any flooding occurs.

Mr. Ryan spoke about the road use agreement, including road weight limits and time of year road use restrictions and culvert installations and maintenance during the project. Pre- and post-road survey will be conducted by a third (3rd) party engineer. There will be heavy trucks during the construction phase. Mr. Ryan also stated that, at the time of decommissioning, if the company no longer exists, there is a bond in place that would cover the costs of decommissioning the solar farm to bring the site back to its original farmland.

Mr. Ryan stated that the estimated tax revenue over twenty-five (25) years would be Six Hundred Five Thousand, Two Hundred Twenty-Five Thousand Dollars (\$605,225). Solar 1, LLC would be able to extend the timeline four (4) times for five (5) years each time for a total maximum of forty (40) years.

Mr. Ryan went over the community benefit agreement. Payment to the County of Fifteen Thousand Dollars (\$15,000) per year in addition to the yearly taxes for the County to use as they see fit.

Member DeBolt asked how much revenue does this generate for Solar 1, LLC. Mr. Ryan

stated he did not know how much it generates for Solar 1, LLC.

Member DeBolt asked if Solar 1, LLC would like to continue to have solar on the same land more than forty (40) years. Mr. Ryan stated that they would not request a longer time than forty (40) years. If he did, he would have to provide a new contract.

Member DeBolt asked who was the bond company that they were using. Mr. Ryan stated he did not know, but would find out and let Member DeBolt know. Member DeBolt wanted to make sure the bond company had been around for an extensive period of time. Mr. Ryan stated he believes they use Hartford, but would confirm.

Member DeBolt asked why the solar company doesn't use the entire ninety-six (96) acres. Mr. Ryan stated that forty (40) acres is the maximum for the solar project and the rest will be farmed.

Member DeBolt asked if the County would receive the community benefit agreement payments yearly or monthly. Mr. Ryan stated it would be annually.

Member Koukol asked if the steel posts they use have a coating, and if they rust. Mr. Ryan answered the steel posts they use do not rust. Member Koukol asked how often there is maintenance done on the property. Mr. Ryan stated maintenance is performed three to four (3-4) times per year. Mr. Standiford stated that Solar 1, LLC would receive a message if there was a problem with the panels.

Member Flowers asked about the renewals of the lease. Mr. Ryan stated it would be done every five (5) years with a maximum of four (4) times.

Chairman Wormley asked, if this project is approved, when would they start construction. Mr. Ryan stated that would start construction in the spring of next year.

Member Rodriguez mentioned, if there was a natural disaster, how would it be handled. Mr. Ryan stated that they would try to fix the damage or decommission the project. The monitoring would let them know what the damage was. Member Rodriguez asked if he has decommissioned any projects. Mr. Ryan stated he has not decommissioned any projects yet. Member Rodriguez asked how the decommissioning works. Mr. Ryan stated that they remove everything that was initially placed on the solar field. The land would be returned to its natural state. Member Rodriguez asked what would cause Solar 1, LLC not to extend their lease. Mr. Ryan stated that as technology advances, they may not need the number of acres of land they currently have.

Member Flowers asked if there is a possibility of the project going less than twenty-five (25) years. Mr. Ryan stated no, and that Solar 1, LLC put down a lot of time and money into the project and twenty-five (25) years makes the project feasible.

Member Koukol asked if there will be foliage on the property. Mr. Ryan answered there will be native grasses and wildflowers planted as a buffer. The foliage will be four to six

foot (4'-6') tall. The access road does not have a buffer, but they will install one (1).

Member DeBolt asked if the Committee will receive a copy of the bond contract and the decommissioning bond contract to review before it goes to the States Attorney's Office. Mr. Ryan answered yes, the construction bond and the decommissioning bond will be provided to the to the County to review prior to signing.

Member DeBolt wanted to make sure that if this project moves forward the company can assure the County that if something happens to Solar 1, LLC, they will be able to decommission the project when the time comes due.

Chairman Wormley stated that he would like to table the petition until the next PBZ meeting. Stating the County needs time to review the bonds.

Mr Standiford said that not all solar projects are the same. This project does not have any neighbors objecting. The nearby business owners did not object to the project. Solar does not use water or septic. There is a signed road use agreement. Commercial business can be built nearby. The landowner will receive rent for the use of her land.

Chairman Wormley asked Mr. Standiford if he could speak about the likelihood of seeing more solar farms in the future. Mr. Standiford stated the solar farms have to be near power lines and a substation. If the substation is already full there has to be upgrades made and is very expensive. Some locations will be maxed out in Illinois. The substations are getting full.

Member Flowers asked what would happen if the decommission occurs and there is road damage after it is completed. Mr. Standiford stated that there be a new road agreement.

Chairman Wormley would like to pause the petition and add a condition to the special use permit incorporating the community benefit agreement and give it to the State's Attorney before it goes to the County Board.

Member Koukol was concerned that, if the company goes under, they will not be able to fulfill their agreement. Member Koukol asked if a one percent (1%) increase in tax annually would work and if they can look at five (5%) percent increase every five (5) years and prepare a new contract.

Mr. Standiford stated that Solar 1, LLC would be willing to have five (5%) percent increase every five (5) years. Mr. Standiford also stated that the decommissioning amount is looked at every five (5) years.

Chairman Wormley stated that the State's Attorney would like to review the contract and will make modifications if needed.

Member DeBolt made a motion, seconded by Member Koukol, to approve the community benefit agreement, and to have five (5%) percent tax increase for inflation every five (5) years.

The votes were as follows:

Yeas (5): Koukol, Flowers, Rodriguez, Wormley, and DeBolt

Nays (0): None

Abstain (0): None

Absent (0): None

The motion carried.

The proposal will go to the next County Board meeting on the regular agenda, pending review by the State's Attorney.

Member Flowers made a motion, seconded by Member Rodriguez, to forward this Petition to the County Board with the addition of the special use condition by adding the community benefit agreement, and allowing the State's Attorney time to review it.

The votes were as follows:

Yeas (5): Flowers, Koukol, Rodriguez, Wormley, and DeBolt

Nays (0): None

Abstain (0): None

Absent (0): None

The motion carried.

The proposal will go to the next County Board meeting on the regular agenda, pending review by the State's Attorney.

NEW BUSINESS:

Approval of a Community Benefit Agreement Between Ament Solar 1, LLC and the County of Kendall, Illinois

See Information Under Petitions

Introduction of Code Enforcement Officer Larry Simmons and Update on Planning, Building and Zoning Department Staffing

Mr. Simmons spoke briefly about his background and how much he enjoys working for the County.

May 31, 2025, Meet the Code Official Event

This is community event at Kendall Township from 8:00 a.m. – 10:00 a.m. The purpose of the event is to inform the public about building codes. The event will also provide code enforcement education and advice on better ways to do certain tasks.

Discussion of Adopting a Property Maintenance Code

Brian Holdiman spoke on dealing with issues that have not been addressed in individual adopted ordinances that have been codified into the Kendall County Code and the International Residential Code and the International Building Code. He stated they are looking into a property maintenance code which is more specific on code violations. Mr. Holdiman stated that they received notification from the State's Attorney that they can update the code. Mr. Holdiman will perform presentations and offer suggestions on how the code will be enforced.

Mr. Holdiman stated that, after January 1, 2026, the Department will be looking at updating their Code. At the moment, the County is on the 2018 version of the International Code Books. Mr. Holdiman stated he would like to stay current with other municipalities.

Mr. Wormley asked for feedback from the commission. Member DeBolt asked how many people he has working on a daily basis. Mr. Holdiman stated that currently it is Larry Simmons and himself. Previously it was just Mr. Holdiman.

Member DeBolt asked how Mr. Holdiman receives the complaint information. Mr. Holdiman stated he receives the complaints via phone call or in person. He does not patrol the County. There is a new complaints dashboard in which a person can send an email through the website and the person can provide the necessary information. The code officials can perform an investigation and issue a violation.

Member Rodriguez asked if there are enough resources to handle the number of complaints that come into the portal. Mr. Holdiman stated he feels the County has enough resources and the Department will be more efficient. Member Rodriguez asked where he would be able to find the QR code to the complaint portal. Mr. Holdiman provided the information to Member Rodriguez.

Member Koukol asked about the International Property Maintenance Code and if the Committee will vote on it and how it will work. Mr. Holdiman stated he just received notification from the State's Attorney's Office to move forward with using the International Property Maintenance Code. Mr. Holdiman stated that he will provide a presentation on how it works at a later date.

Member Flowers asked if they use cameras or drones. Mr. Holdiman stated that they do not use drones. They use their camera phones quite extensively. Neighbors also provide information. On the website people can upload photos with their complaints.

Member Koukol expressed some concern about the International Property Maintenance Code and how it will be used. Mr. Holdiman stated that they can take the code book and go through it page by page and amend any section they would like. They don't have to use the entire book; they can use part of it. There will also be more legal review. Mr. Holdiman stated this is something they would like to use in the beginning of 2026.

Chairman Wormley asked if the Committee would like to start working on the short-term rentals. Currently it's not regulated in the unincorporated parts. Member DeBolt stated he would like to see more distance between the short-term rentals and other homes. Chairman Wormley stated that he would like to limit the amount of people allowed in these short-term rentals. Mr. Holdiman stated the permit for short-term rentals has to be renewed annually. Member Rodriguez asked what the other municipalities and the City of Chicago are doing to keep it under control.

Update on the Comprehensive Plan Update Project

Chairman Wormley gave an update on the project. Teska is having community meetings to obtain feedback from the public. This will give the residents a chance to provide input.

OLD BUSINESS:

Approval of a Request to Extend the Deadline to Install Landscaping at the Property Between 3900 and 3716 Stewart Road (PIN: 09-09-100-002 in Seward Township).

Chairman Wormley stated that the deadline is on June 1, 2025. He would like to extend the deadline to December 1, 2025

Member Koukol made a motion, seconded by Member DeBolt, to approve extending the deadline to December 1, 2025.

The votes were as follows:

Yeas (5): Koukol, Flowers, Rodriguez, Wormley, and DeBolt

Nays (0): None

Abstain (0): None

Absent (0): None

The motion carried.

Update on Stormwater Permit at 13039 McKanna Road (PIN: 09-09-100-002) in Seward Township

Chairman Wormley stated there are no updates at this time.

Updates on Amendments to the County-Wide Stormwater Management Ordinance Division of the Kendall County Code

Chairman Wormley read the email from FEMA. We continue to work with FEMA on the review of the County's submitted ordinance.

REVIEW PRE-VIOLATION AND VIOLATION REPORT:

The Committee reviewed the report.

UPDATE FROM HISTORIC PRESERVATION COMMISSION:

Member Flowers spoke about the summer meeting scheduled for July 21, 2025, with several great speakers. Also, the Historic Preservation Commission is currently looking for locations to meet.

REVIEW REVENUE REPORT:

The Committee reviewed the report.

CORRESPONDENCE

None

COMMENTS FROM THE PRESS:

None

EXECUTIVE SESSION

None

ADJOURNMENT:

Member Rodriguez made a motion, seconded by Member Koukol, to adjourn. With a voice vote of five (5) ayes, the motion carried.

Chairman Wormley adjourned the meeting at 8:04 p.m.

Minutes prepared by Wanda A. Rolf, Part-Time Office Assistant

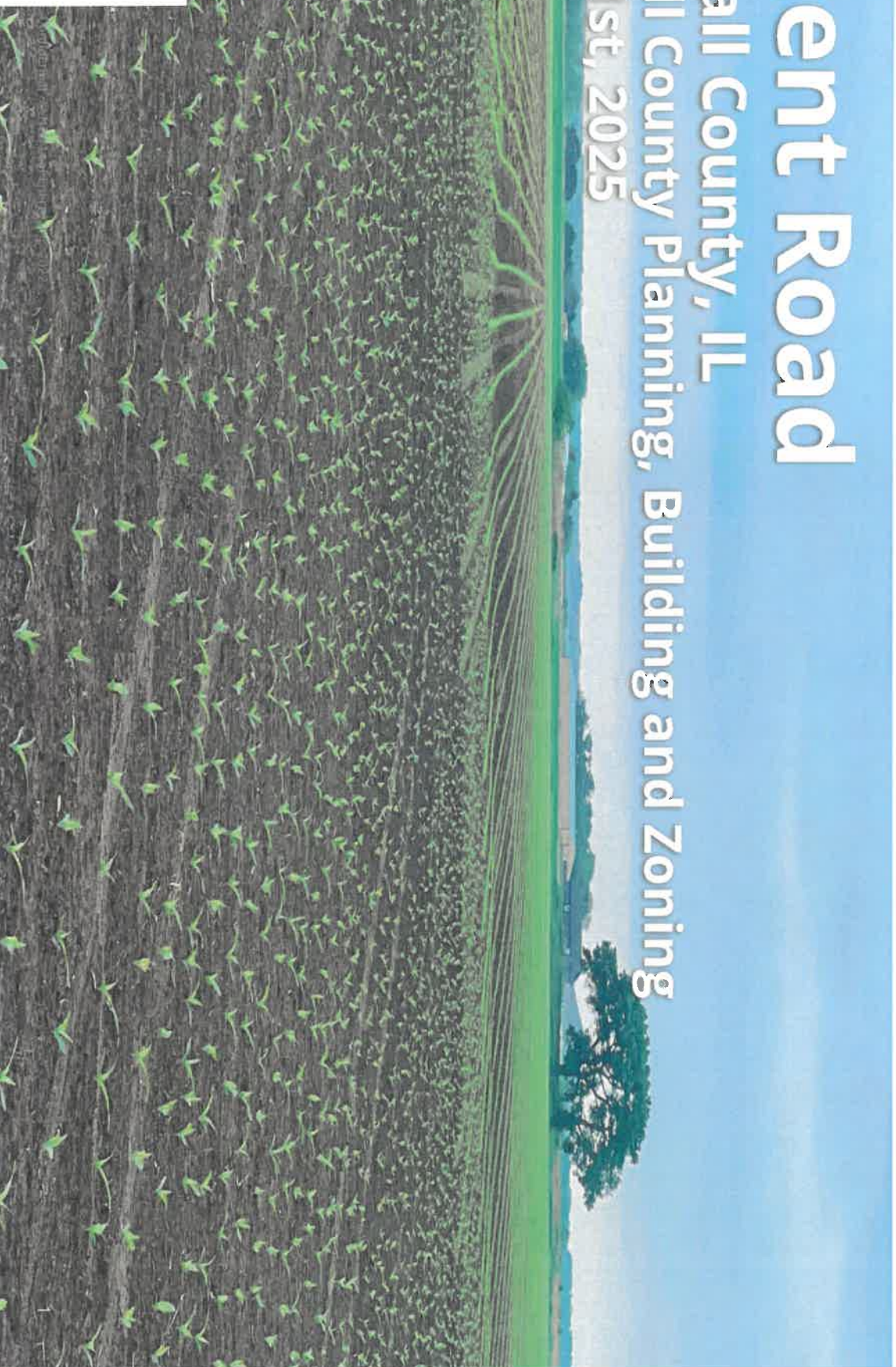
Enc.

Ament Road

Kendall County, IL

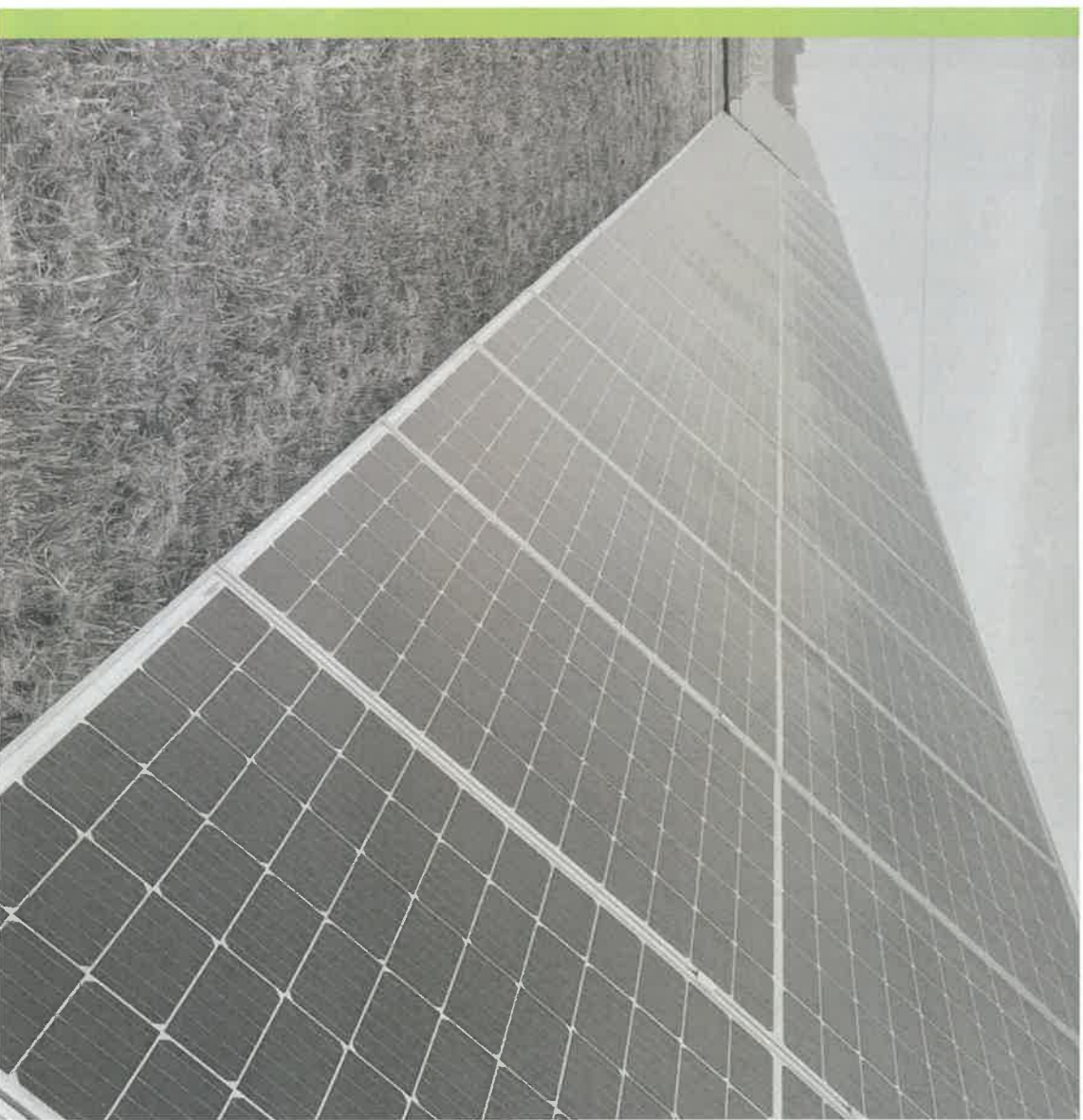
Kendall County Planning, Building and Zoning

May 21st, 2025



Agenda

- New Leaf Energy: Company Overview
- Property and Site Overview
- Solar Project Overview
- Drainage
- Project Benefits
- Decommissioning
- Questions



Project Team

- Tom Ryan - Sr. Project Developer
- Nick Bellone - Civil Project Engineer
- Nick Standiford - Counsel



New Leaf Energy: Company Overview

About Us

- Formerly known as Borrego Solar, we have been business since the 1980s and developing community solar projects since 2002
- Midwest Development team located in Illinois; company is headquartered in Massachusetts

Our Success in Illinois

- Permitted over 70 community solar projects throughout Illinois
- 25 projects have been built in Illinois over the past 6 years
- 6 projects currently under construction; 14 projects expected to construct in 2025
- Worked with over 40 counties and municipalities in Illinois

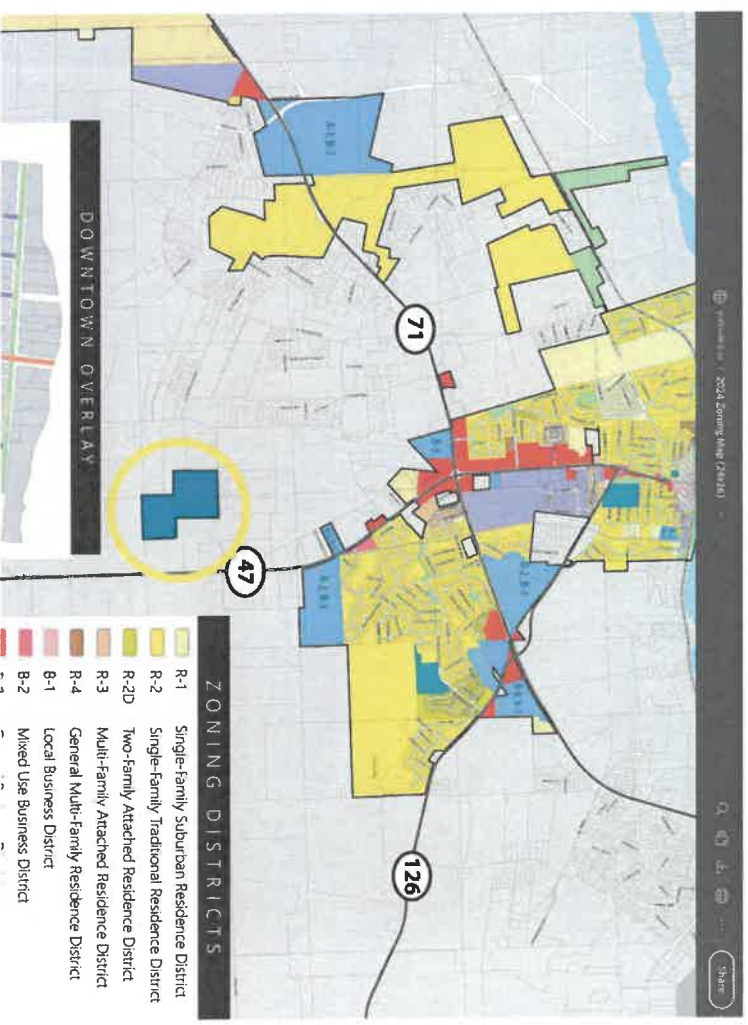


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Project Site Overview

- Site Address: **Ament Rd - Kendall County**
- Landowner: **Janet Dhuse**
- Coordinates: **(41.597060, -88.443146)**
- Parcel ID: **05-16-300-006 & 05-17-400-005**
- County: **Kendall County**
- Acres of Parcels: **94 acres**
- Targeted usable Acres: **40 acres**



Project Site Overview

Power Capacity - 5MWac

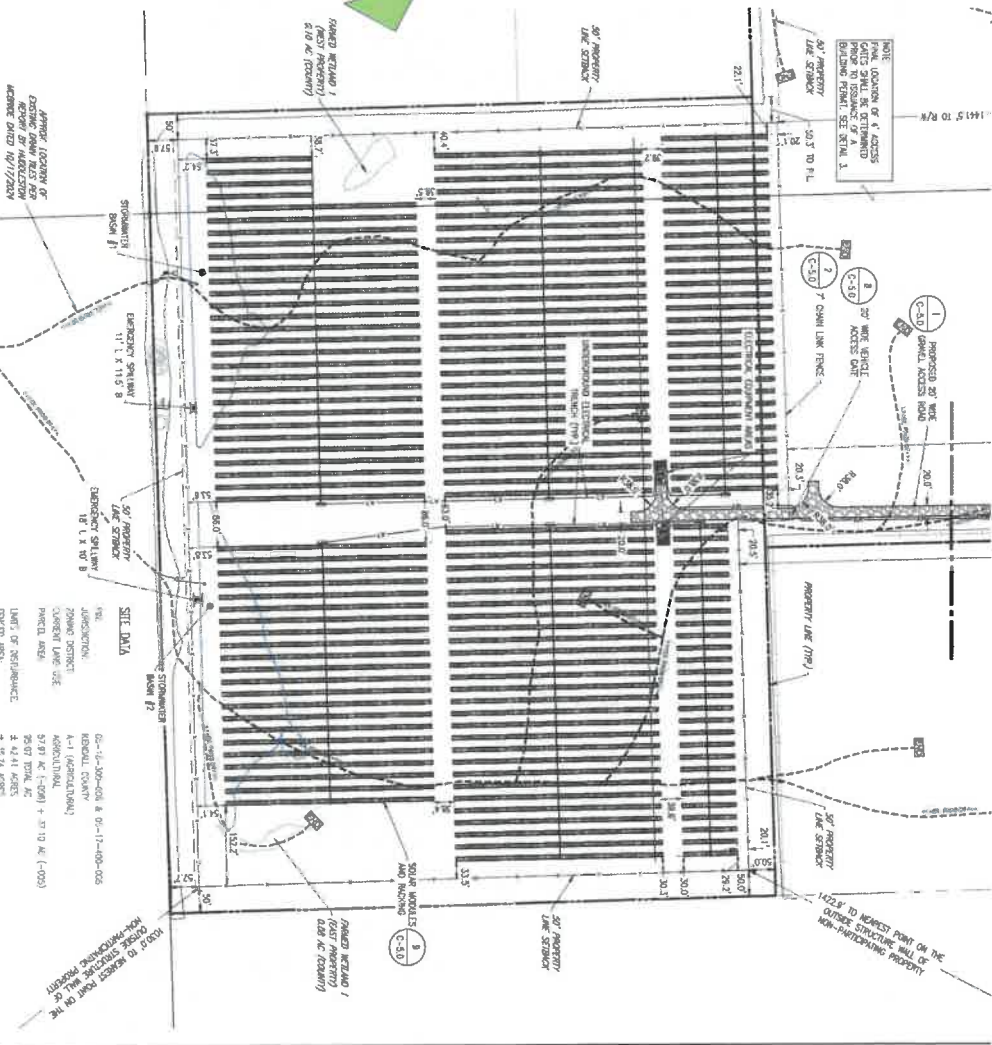
Access - Ament Rd

Racking Type - Single Axis Tracker

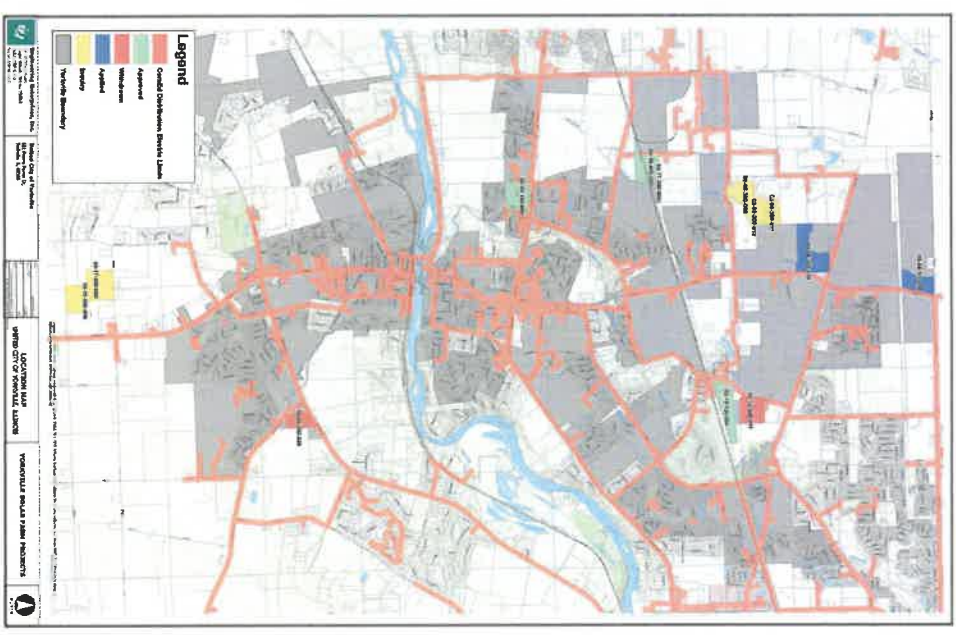
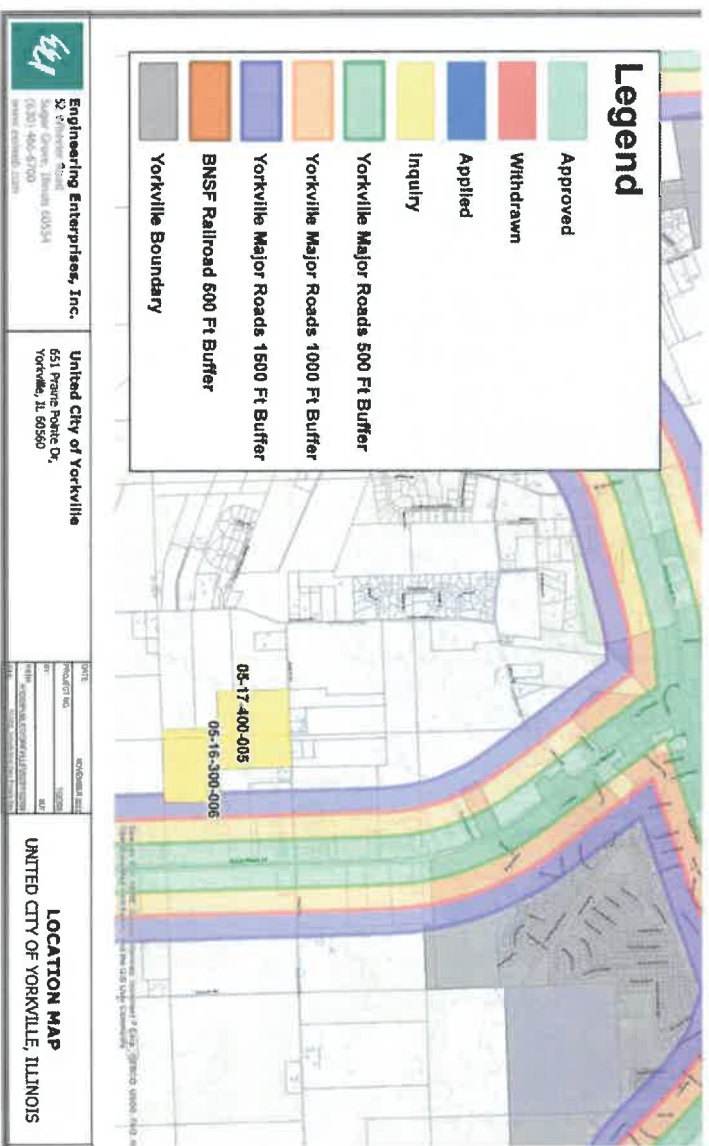
Interconnection Status - ComEd

Storage - None



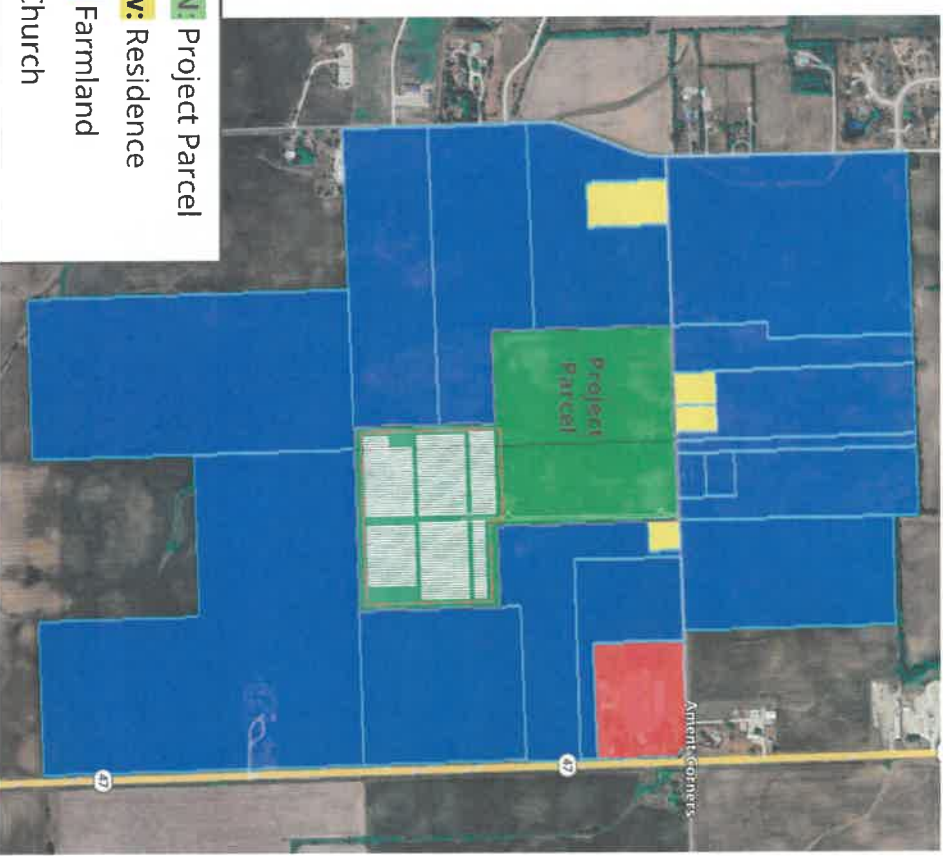


Yorkville Ordinance Update



Outreach Overview

- Notifications were sent to all surrounding property owners as well as Kendall Townships and The United City of Yorkville
- New Leaf representatives conducted door to door outreach to all adjacent residences
- Closest residence is 1,378 feet to the north



Future Commercial Development Can Occur



Walmart Overlay



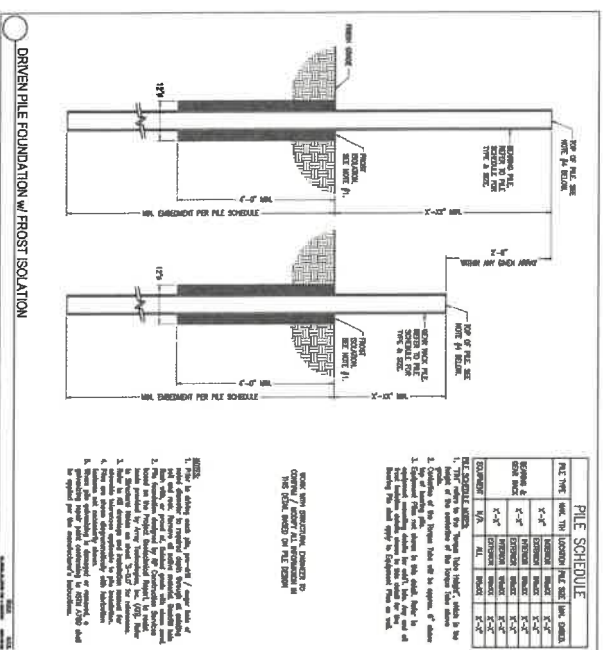
Select Project Attributes



New Leaf Energy site in Will County

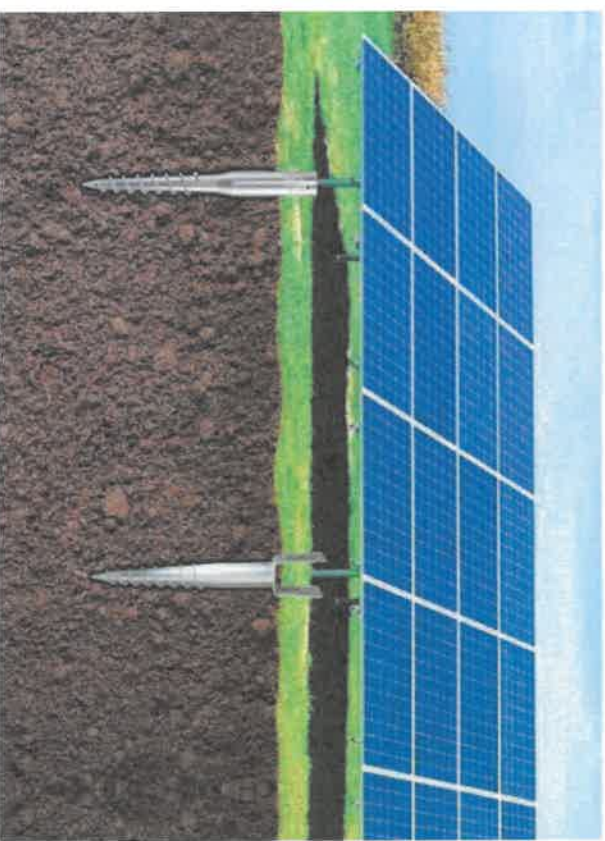
- Solar panel arrays consisting of trackers and racking
- Concrete limited to equipment pad for electrical equipment
- Security fence at 7' height
- Underground trenching/cabling
- Gravel access road
- Limited access road grading and retention basins to maintain drainage patterns
- Planted with native pollinator mix
- Layout designed to accommodate agrivoltaics

Racking Foundations



Driven Pile:
Most Common in Illinois

No concrete or cast foundations are used

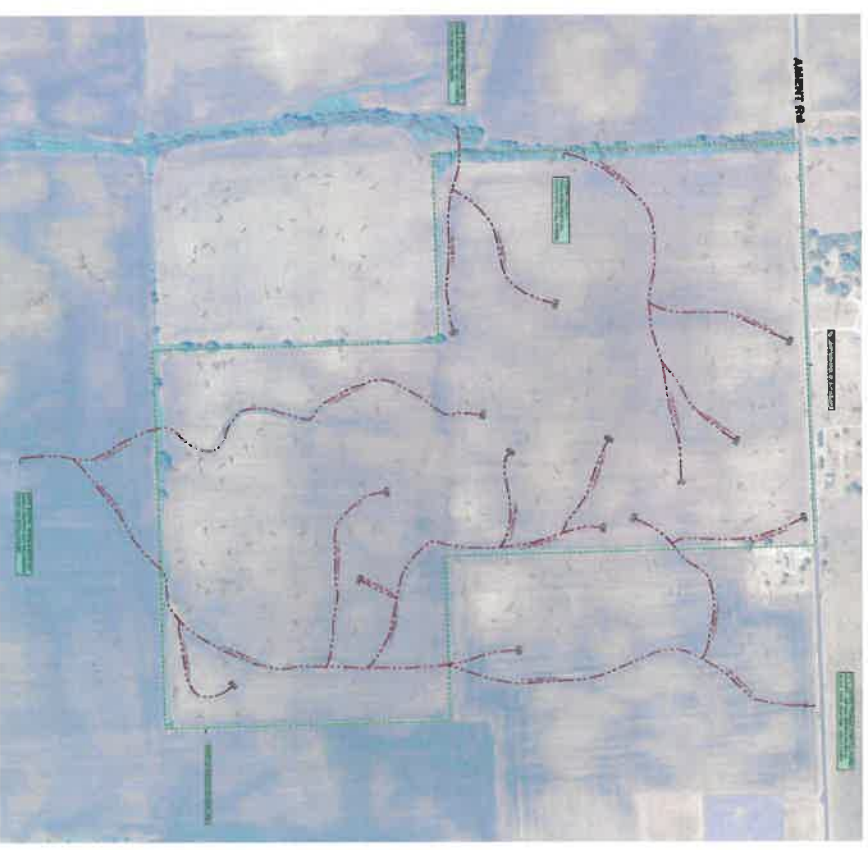


Ground Screw:
Typically only used when bedrock present (rare in Illinois)

Project Site Overview: Drainage

After construction, the field will drain the same way that it did prior to the solar installation:

- Drain tile is considered in final layout design and avoided when practical
- During construction, tile locations are flagged to facilitate avoidance
- Broken tile is repaired or replaced in-kind
- Construction crews regularly monitor the site for any tile or drainage issues



Drain Tile Probability Map prepared by Tom Huddleston of
Huddleston McBride

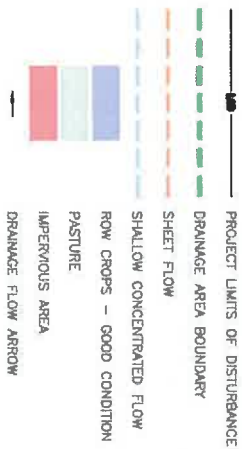
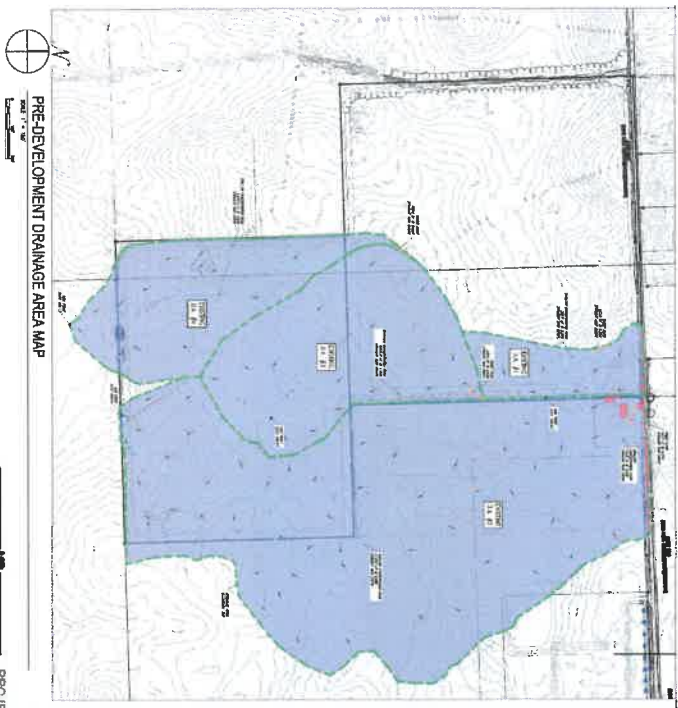
Pollinators

BENEFITS of NATIVE GRASSES AND WILDFLOWERS include

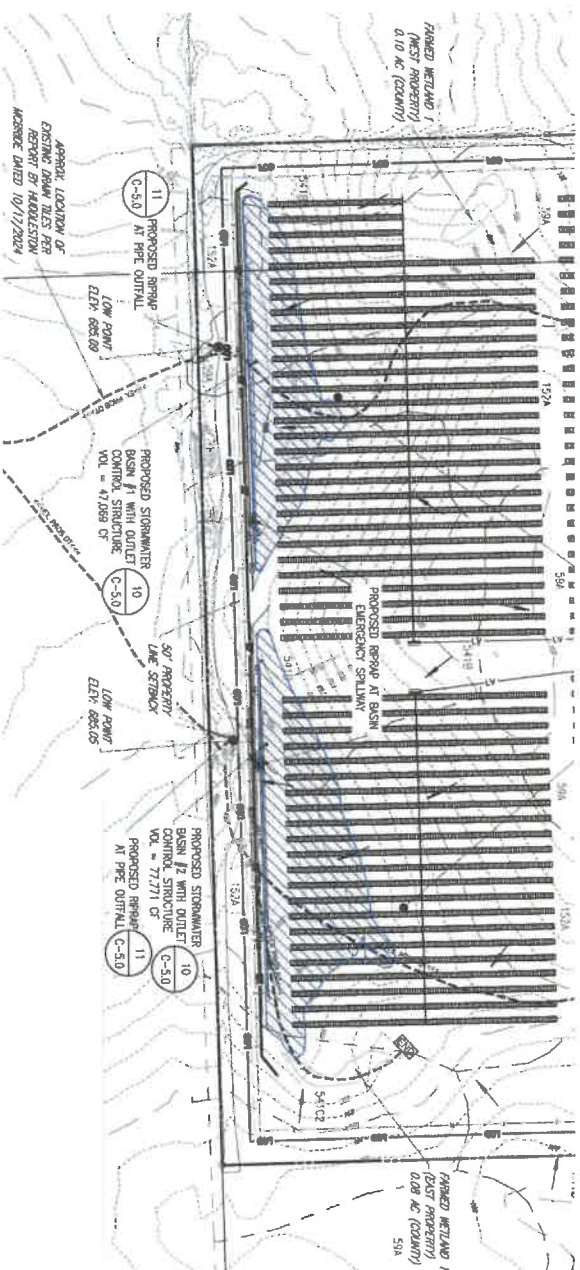
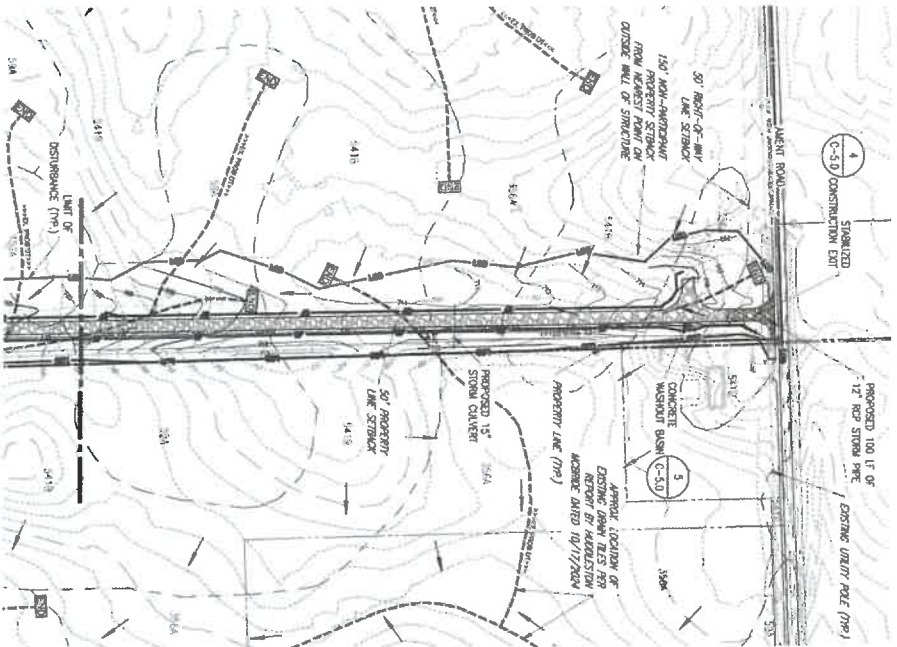
- Reduces soil erosion
- Increases soil organic matter
- Creates habitat for bees and butterflies to forage
- Increases pollination for nearby crops
- Enhances on-site water management
- Reduces maintenance and mowing
- Builds healthy topsoil
- Develops stronger resistance to weeds



Stormwater Study



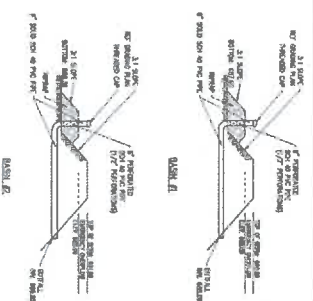
Prepared by Atwell, LLC on January 12, 2025



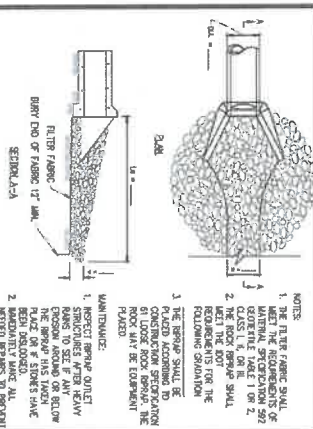
new leaf
energy

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10 STORMWATER OUTLET CONTROL STRUCTURE



11 PIPE OUTLET TO CHANNEL



Stormwater Permit Approval

February 11, 2024

Mr. Matt Asselmeier
Kendall County Planning, Building, & Zoning
111 West Fox Street
Yorkville, IL 60560-1498

Subject: 1000 Ament Road – Solar Farm WBK Project 19-102.CI

Dear Mr. Asselmeier:

We have received and reviewed the following information for the subject project:

- Stormwater Permit Application Prepared by Ament Road Solar 1, LLC dated January 15, 2025 and received January 16, 2025.
- Stormwater/ Drainage Memorandum prepared by Atwell, LLC. dated January 14, 2025, and received January 16, 2024.
- Engineering Plans (Special Use Permit Set) prepared by Atwell, LLC. Dated February 10, 2025, and received February 11, 2025.

We find that all prior comments have been resolved and have no objection to the issuance of a stormwater permit. Find attached a construction inspection checklist.

If you have any questions or comments, please contact us at (630) 443-7755.

Sincerely,


Greg Chismark PE
WBK Engineering, LLC



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Approved Road Use Agreement - Kendall Township

KENDALL TOWNSHIP ROAD DISTRICT ROAD USE AGREEMENT

THIS ROAD USE AGREEMENT is entered into this 12th day of May, 2025 by and between Arment Solar 1, LLC ("Arment Solar") and the Kendall Township Road District (the "Road District") for the use of Arment Road (the "Road") for the access to the proposed location during the construction of a solar farm located approximately one-half mile west of Illinois Route 47 (the "Project"). Arment Solar and the Road District may sometimes be referred to herein individually as a "Party" or collectively as "Parties."

1. The maximum weight limit on the Road will be 8 tons from February 1st through April 30th. At other times, the Road District shall issue overweight and oversize permits in a timely manner upon the filing of such applications and concurrent with any applicable Illinois Department of Transportation for overweight or oversize permit(s).
2. The Road District permits access to Arment Solar and its contractors, sub-contractors, employees, agents, material suppliers, vendors, transport providers, representatives, and designees (collectively, the "Arment Solar Contractors") to the solar farm as shown on the Arment Road Solar Traffic Route Exhibit attached hereto as Exhibit A and incorporated herein.
3. Arment Solar is authorized to replace the existing access driveway entrance/exit and existing culvert at the Property without additional permits at Arment Solar's expense. Arment Solar shall notify the Road District not less than 48 hours prior to beginning work on said access driveway entrance/exit and culvert. The new culvert shall be RCOCP, 15" diameter and not more than 40' long, including precast concrete barrel end sections. Backfill for the culvert shall be capped with not less than 12" C&G aggregate. Culvert ends shall be protected with topsoil, Class 2A seed, fertilizer and erosion control blanket, placed in accordance with the Standard Specifications for Road and Bridge Construction in Illinois.
- Arment Solar shall maintain the access driveway entrance/exit and culvert in good working order until the Project is complete. Said maintenance shall include, but is not limited to, removal and replacement of damaged culvert pipe, addition of aggregate surface course, and restoration of any/all landscaping items.
4. Arment Solar shall sign, or have signed, all highway work zones and closures in accordance with the Manual on Uniform Traffic Control Devices and the Illinois Department of Transportation Supplement to the Manual on Uniform Traffic Control Devices in accordance with the Illinois Compiled Statutes and current Illinois Department of Transportation Traffic Control Standards.
5. Arment Solar shall keep the Road clear, by removing all mud, dirt, oil, spilled or tracked construction materials, garbage, obstructions or other hazards, upon notice and within a reasonable time period.
6. Arment Solar shall prohibit the use of the Road and right-of-way as storage or staging areas and as parking areas for vehicles and equipment of Arment Solar and the Arment Solar Contractors.

17. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and, if any provision is invalid for any reason, such invalidation shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois. Twenty-Third Judicial Circuit, State of Illinois.

18. This Agreement shall have to the benefit of and shall be binding upon the Parties, their respective successors and assigns.

IN WITNESS WHEREOF, on the date noted below the Parties have caused the Agreement to be executed by their duly authorized officers.

ARMENT SOLAR 1, LLC

By: 

Name: THOMAS RYAN
for: SA. PROJECT DEVELOPER

Date: 5/12 2025

KENDALL TOWNSHIP ROAD DISTRICT

By: 

Name: Doug Wierhoff
Kendall Township Highway Commissioner

Date: 5-12-25 2025

RUA Overview

- Road weight limits and time of year road use restrictions.
- Culvert installation & maintenance during the project.
- Pre & post road survey conducted by 3rd party engineer.
- \$200k bond to cover any damages.

Decommissioning Plan

| Line Item | Task | Cost |
|----------------|--|---------------------|
| 1 | Module Removal | \$ 7,810.83 |
| 2 | Rack Wiring Removal | \$ 1,952.71 |
| 3 | Rack Dismantling | \$ 5,858.18 |
| 4 | Electrical Equipment Loading and Removal | \$ 2,680.20 |
| 5 | Break Up Concrete Pads | \$ 1,221.77 |
| 6 | Load Racks | \$ 23,120.99 |
| 7 | Electrical Wiring Removal | \$ 4,064.97 |
| 8 | Foundation Pile Removal | \$ 26,505.02 |
| 9 | Fence Removal | \$ 23,464.96 |
| 10 | Power Pole Removal | \$ 7,500.00 |
| 11 | Gravel Road Reclamation | \$ 55,253.21 |
| 12 | Seed Disturbed Areas | \$ 4,985.06 |
| 13 | Trucking to Transfer Station | \$ 2,093.44 |
| Total = | | \$166,511.35 |

25 Year Projection

of Years = 25
 Inflation Rate = 2.0%
 Total * (1 + Inflation Rate)ⁿ # of Years + Grand Total

Decommissioning Bond Total: \$425,897.37



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Project Benefits

- **Will pay \$605,225 in property taxes over 20 years**
 - Diversifies local economy without burdening infrastructure and services
- Maintains existing drainage; has minimal impervious areas
- Compatible with agrivoltaic uses like livestock grazing
- Native seed mix allows for reduced runoff and erosion and creates a habitat for pollinators
- Temporary use of the space – allows the soil to rest for 40 years and remain productive when returned to farming



Solar Tax Rate

20 Years

This project will pay approximately \$605,225 in property tax over its first 20 years of operations.

- The first year of operations will pay \$37,737 in property tax.
 - Current 2024 property tax at this site area is \$2,200.

| District | % | 20 Years |
|------------------------|-----|--------------|
| SCHOOL DISTRICT CU-115 | 75% | \$451,432.44 |
| BRISTOL-KENDALL FPD | 8% | \$48,758.39 |
| KENDALL COUNTY | 7% | \$41,169.87 |
| JR COLLEGE #516 | 5% | \$32,781.25 |
| KENDALL ROAD DISTRICT | 2% | \$14,880.83 |
| FOREST PRESERVE | 2% | \$10,351.09 |
| KENDALL TOWNSHIP | 1% | \$5,851.12 |
| TOTAL | | \$605,225.00 |

Community Benefits

COMMUNITY BENEFITS AGREEMENT

THIS COMMUNITY BENEFITS AGREEMENT ("Agreement") is made this ____ day of _____, 2025, between Ament Solar 1, LLC, a Delaware limited liability company (the "Developer") and the County of Kendall, Illinois, an Illinois body politic (the "County"). (Individually Developer and the County are each a "Party" and collectively are the "Parties").

WHEREAS, Developer proposes to construct, own and operate a solar farm at parcels 05-16-300-006 and 05-17-400-005 and known as the Ament Solar 1, LLC commercial solar energy project (the "Project") in the County of Kendall, Illinois and Developer has applied to the County for a special use permit for the Project;

WHEREAS, the Project will include a solar photovoltaic system and other ancillary Project improvements to be installed in the County;

WHEREAS, Developer desires to participate in and contribute to the well-being of the community;

WHEREAS, by this Agreement, Developer shall provide certain economic benefits to the County in addition to those substantial economic benefits the Project will already provide to the County and its citizens;

WHEREAS, Developer and County agree that this Agreement will provide substantial benefits to the County and its citizens, and will serve to offset any possible increased demand upon County services resulting from the operation of the Project; and

NOW THEREFORE, in consideration of the promises made herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The recitals are adopted and incorporated as material terms of this Agreement.

2. On an annual basis during the commercial operation of the Project, Developer shall contribute the amount of Fifteen Thousand Dollars (\$15,000) to the County (the "Contribution"), which is approximately \$3,000 per megawatt of the Project. The first Contribution shall be made within thirty (30) days after the Project achieves commercial operation. Subsequent Contributions shall be made on the yearly anniversary of the first annual payment, or on such other calendar date as the Parties may agree.

3. If the County does not approve the special use permit application for the Project, and/or if Developer elects not to build the Project, then this Agreement shall become null and void, and neither Party shall have any obligations hereunder. This Agreement does not constitute any promise or representation that the County will approve the special use permit application for the Project.

IN WITNESS WHEREOF, this Agreement is executed effective as of the day and year first above written.

AMENT SOLAR 1, LLC
a Delaware limited liability company

By: 1115 Solar Development, LLC
its sole member and manager

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

- **Community Benefits**
- **Economic contribution for the well-being of the community**
- **\$15,000 paid annually to Kendall County for life of the project**
 - **\$3,000 per MW**



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An aerial photograph of a landscape featuring a winding river, a dense forest, and large agricultural fields. The text "Thank you" is overlaid in a large, light green font.

Thank you



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