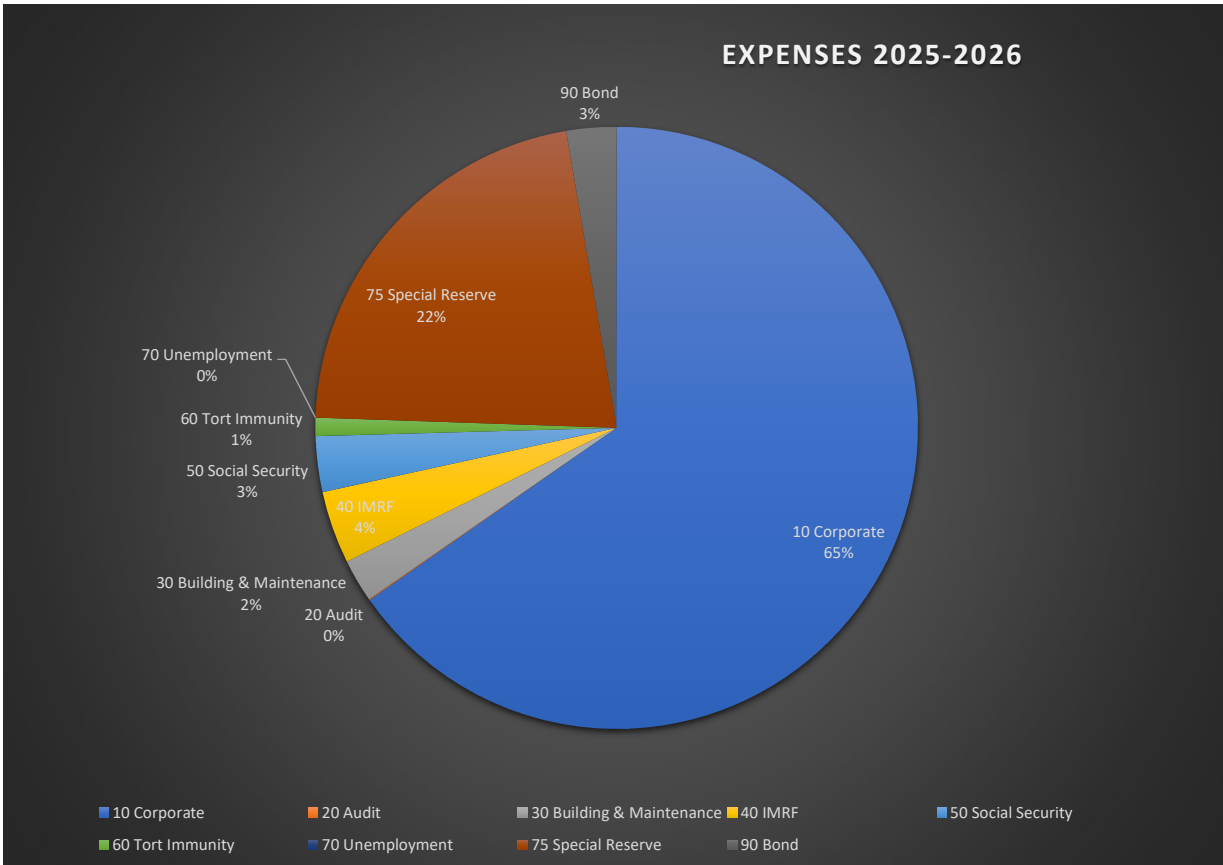


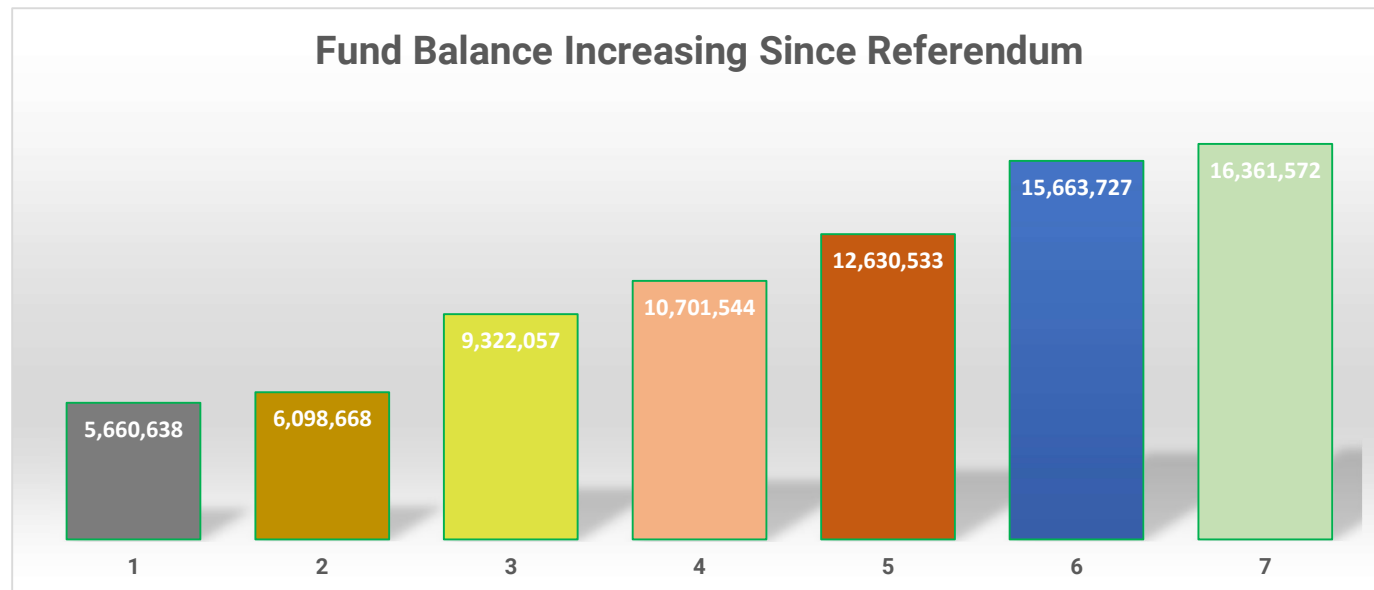
# FY 2025/26 Proposed Budget

	Budget including Renovation			Budget excluding Renovation		
	Budget 2024-2025	Budget 2025-2026	Percent Change Over Last Year	Budget 2024-2025	Budget 2025-2026	Percent Change Over Last Year
INCOME						
10 Corporate	9,983,109	10,209,151	2.3%	9,983,109	10,209,151	2.3%
20 Audit	5,928	6,085	2.6%	5,928	6,085	2.6%
30 Building & Maintenance	234,805	237,315	1.1%	234,805	237,315	1.1%
40 IMRF	439,244	441,163	0.4%	439,244	441,163	0.4%
50 Social Security	345,903	346,845	0.3%	345,903	346,845	0.3%
60 Tort Immunity	172,494	173,422	0.5%	172,494	173,422	0.5%
70 Unemployment	500	500	0.0%	500	500	0.0%
75 Special Reserve		0			0	
90 Bond		0			0	
<b>TOTAL INCOME</b>	<b>\$11,181,984</b>	<b>\$11,414,481</b>	<b>2.1%</b>	<b>\$11,181,984</b>	<b>\$11,414,481</b>	<b>2.1%</b>
EXPENSES						
10 Corporate	8,169,457	9,392,545	15.0%	8,169,457	9,122,545	11.7%
20 Audit	6,200	6,600	6.5%	6,200	6,600	6.5%
30 Building & Maintenance	277,100	334,000	20.5%	277,100	334,000	20.5%
40 IMRF	865,988	559,045	-35.4%	865,988	542,030	-37.4%
50 Social Security	377,550	431,024	14.2%	377,550	431,024	14.2%
60 Tort Immunity	122,360	140,714	15.0%	122,360	140,714	15.0%
70 Unemployment	500	500	0.0%	500	500	0.0%
75 Special Reserve	483,185	3,129,000	547.6%	483,185		-100.0%
90 Bond	384,200	387,825	0.9%	384,200	387,825	0.9%
<b>TOTAL EXPENSES</b>	<b>\$10,686,541</b>	<b>\$14,381,253</b>	<b>34.6%</b>	<b>\$10,686,541</b>	<b>\$10,965,238</b>	<b>2.6%</b>
<b>Surplus (Deficit)</b>	<b>\$495,443</b>	<b>(\$2,966,772)</b>		<b>\$495,443</b>	<b>\$449,243</b>	



## Fund Balances Analysis 2018 - 2025

Fiscal Year Ending	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25 Est
<b>EOY Fund Balance</b>							
10 Corporate	3,422,225	3,681,105	6,143,232	7,982,844	9,093,324	10,530,492	11,000,000
20 Audit	12,105	20,117	15,019	9,959	6,881	9,591	10,000
30 Building & Maint	200,232	242,793	317,486	336,976	282,062	384,868	400,000
40 IMRF	233,515	204,784	200,146	176,321	192,223	885,457	425,000
50 Social Security	132,273	167,103	251,732	290,487	308,620	501,644	500,000
60 Tort Immunity	79,478	46,627	62,359	60,787	131,659	275,153	200,000
70 Unemployment	48,527	49,011	48,994	48,415	48,668	48,925	48,975
75 Special Reserve	1,532,283	1,687,128	2,283,089	1,795,755	2,567,096	3,027,597	3,777,597
<b>Total Fund Balances</b>	<b>5,660,638</b>	<b>6,098,668</b>	<b>9,322,057</b>	<b>10,701,544</b>	<b>12,630,533</b>	<b>15,663,727</b>	<b>16,361,572</b>



## BUDGET 2025-2026

## Corporate

	FY 2023-24 BUDGET	FY 2023-24 ACTUAL	FY 2024-25 BUDGET	FY 2024-25 ACTUAL 4/15/25	FY 2025-26 BUDGET	% CHANGE OVER PRIOR YEAR
<b>FUND BALANCE as of 06/2024</b>					<b>\$10,530,492</b>	
<b>Income</b>						
4000 Tax Levies	8,774,478	7,887,319	9,379,752	9,159,260	9,434,799	0.6%
4001 Tax Levies TIF	125,000	204,753	100,000			-100.0%
4010 Replacement Tax	130,000	142,125	105,000	73,372	75,000	-28.6%
4100 Interest Income						#DIV/0!
4101 Interest- CD's & Bank	60,000	678,310	150,000	692,670	450,000	200.0%
4200 Other Fees and Income						
4201 Fines	0	196	0	8		
4202 Sales of Supplies	6,000	8,788	8,000	7,809	8,000	0.0%
4203 Lost/Repl/Process/Damage Fees	15,000	19,980	12,000	17,585	15,000	25.0%
4204 Collection Agency	2,000	1,416	1,000	958	1,000	0.0%
4210-11 Copier/Printer/Fax Income	5,000	26,686		20,181	5,000	
4212 Vending Machines	1,500	2,907	1,500	2,326	2,400	60.0%
4222 Meeting Room Fees	4,500	7,422	5,500	5,895	4,000	-27.3%
4223 Interlibrary Loan Fees	0	47	0	53		
4224 Non-Resident Fees	12,000	11,659	8,500	6,994	10,000	17.6%
4231 Per Capita Grant	131,858	131,858	131,858	132,752	132,752	0.7%
4232 Gifts/Donations	40,000	54,607	80,000	53,387	70,000	-12.5%
4233 Other Grants	0	106,444	0	3,521		
4241 Misc-General	0	1,292	0	3,200	1,200	
4261 Sale of Equipment	0	2,367	0	376		
<b>Total Income</b>	<b>\$9,307,336</b>	<b>\$9,288,174</b>	<b>\$9,983,109</b>	<b>\$10,180,347</b>	<b>\$10,209,151</b>	<b>2.3%</b>
<b>Expenses</b>						
5100 Materials						
5101 Print Materials	340,700	303,041	352,175	248,854	355,775	1.0%
5104 Databases	219,952	205,180	218,684	207,944	230,000	5.2%
5105 Nonprint Materials	182,400	116,814	138,350	96,970	149,250	7.9%
5107 Electronic Materials	228,927	234,851	263,788	192,766	301,500	14.3%
<b>Total 5100 Materials</b>	<b>\$971,979</b>	<b>\$859,886</b>	<b>\$972,998</b>	<b>\$746,534</b>	<b>\$1,036,525</b>	<b>6.5%</b>

## BUDGET 2025-2026

## Corporate

	FY 2023-24 BUDGET	FY 2023-24 ACTUAL	FY 2024-25 BUDGET	FY 2024-25 ACTUAL 4/15/25	FY 2025-26 BUDGET	% CHANGE OVER PRIOR YEAR
<b>5200 Capital Expenditures</b>						
5205 Furniture	102,587	54,838	142,515	75,011	75,000	-47.4%
5207 Computers/Technology	150,000	150,001	315,000	177,043	630,000	100.0%
<b>Total 5200 Capital Expenditures</b>	<b>\$252,587</b>	<b>\$204,840</b>	<b>\$457,515</b>	<b>\$252,054</b>	<b>\$705,000</b>	<b>54.1%</b>
<b>5300 Payroll Expenses</b>						
5310 Gross Salaries	4,345,004	4,130,598	5,135,292	3,535,222	5,634,324	9.7%
5313 Health & Life Insurance	363,371	388,175	399,631	313,970	604,117	51.2%
5314 HSA Employer Contribution	2,000	1,800	2,700		1,800	-33.3%
5328 Misc. Fringe Benefits	13,175	13,265	13,000	10,964	18,350	41.2%
<b>Total 5300 Payroll Expenses</b>	<b>\$4,723,550</b>	<b>\$4,533,839</b>	<b>\$5,550,623</b>	<b>\$3,860,157</b>	<b>\$6,258,591</b>	<b>12.8%</b>
<b>5400 Utilities</b>						
5421 Gas	35,000	33,804	35,000	29,451	35,000	0.0%
5422 Electricity	140,000	194,618	190,000	162,946	260,000	36.8%
5423 Water	8,500	7,326	8,500	7,869	12,000	41.2%
<b>Total 5400 Utilities</b>	<b>\$183,500</b>	<b>\$235,748</b>	<b>\$233,500</b>	<b>\$200,266</b>	<b>\$307,000</b>	<b>31.5%</b>
<b>5600 Contracts</b>						
5651 Copier & Printer Maintenance	27,600	27,040	22,249	14,286	25,000	12.4%
5653 Technology Support	193,415	177,332	158,581	115,854	196,176	23.7%
5654 Postage	2,000	1,381	1,841	1,676	2,500	35.8%
5655 LAN Management	87,480	80,652	87,470	40,228	72,000	-17.7%
5656 Integrated Library Systems	93,312	91,564	95,288	91,530	104,817	10.0%
5657 Internet Service	29,136	28,125	23,832	15,188	25,000	4.9%
5658 Bibliographic Support						
5659 Collection Agency	3,500	3,290	4,000	3,418	4,250	6.3%
5660 Accounting/Payroll/Bank Fees	21,673	33,323	39,085	24,821	50,046	28.0%
5661 Leases(Office Park)	2,800	2,638	2,800	1,319	2,800	0.0%
5663 Consultants	72,320	37,527	45,275	26,516	42,500	-6.1%
5666 Leases(Branches)	39,154	37,662	39,775	32,960	40,200	1.1%
5667 Telephone Lease	26,400	22,915	26,428	21,941	30,000	13.5%
<b>Total 5600 Contracts</b>	<b>\$598,790</b>	<b>\$543,449</b>	<b>\$546,623</b>	<b>\$389,736</b>	<b>\$595,289</b>	<b>8.9%</b>



## BUDGET 2025-2026

## Corporate

	FY 2023-24 BUDGET	FY 2023-24 ACTUAL	FY 2024-25 BUDGET	FY 2024-25 ACTUAL 4/15/25	FY 2025-26 BUDGET	% CHANGE OVER PRIOR YEAR
<b>5700 Supplies</b>						
5771 Human Resources Supplies	2,000	336	2,000	528	3,500	75.0%
5772 Communications Dept Supplies	12,000	15,533	13,000	6,943	8,500	-34.6%
5773 Copier & Printer Supplies	15,000	25,914	20,000	14,167	25,000	25.0%
5774 Library Services Supplies	48,500	60,215	52,000	40,039	63,500	22.1%
5776 Program Supplies	63,000	57,734	57,000	29,028	72,700	27.5%
<b>Total 5700 Supplies</b>	<b>\$140,500</b>	<b>\$159,731</b>	<b>\$144,000</b>	<b>\$90,705</b>	<b>\$173,200</b>	<b>20.3%</b>
<b>5800 Operating - Other</b>						
5810 Interlibrary Loan/Recip Borrow	855	512	850	611	900	5.9%
5811 Telephone	3,780	3,140	3,300	3,190	4,000	21.2%
5812 Postage	2,000	3,898	3,500	3,073	4,000	14.3%
5813 Cultural/Educational Programs	50,000	41,094	64,000	44,644	64,300	0.5%
5814 Inservice & Training/Mileage	65,808	40,890	49,865	37,036	76,934	54.3%
5815 Memberships	10,468	7,677	9,183	7,129	12,556	36.7%
5816 Community Information	18,500	19,897	19,500	7,480	19,500	0.0%
5817 Legal	15,000	14,867	15,000	12,180	25,000	66.7%
5819 Want Ads/Legal Notices	2,000	2,090	3,000	1,528	4,000	33.3%
5820 Gifts/Donations	500	200	500	100	250	-50.0%
5823 POC Shared Administrative Costs	11,000	10,000	11,000	10,000	11,000	0.0%
<b>Total 5800 Operating - Other</b>	<b>\$179,910</b>	<b>\$144,265</b>	<b>\$179,698</b>	<b>\$126,971</b>	<b>\$222,440</b>	<b>23.8%</b>
<b>5900 Auxiliary</b>						
5913 Newsletter/Communication	79,000	83,005	80,000	44,227	90,000	12.5%
5914 Volunteer Programs	3,100	1,951	3,500	1,080	3,500	0.0%
5915 Staff Committees			1,000	367	1,000	0.0%
<b>Total 5900 Auxiliary</b>	<b>\$82,100</b>	<b>\$84,956</b>	<b>\$84,500</b>	<b>\$45,674</b>	<b>\$94,500</b>	<b>11.8%</b>
<b>Total Expenses</b>	<b>\$7,132,917</b>	<b>\$6,766,713</b>	<b>\$8,169,457</b>	<b>\$5,712,097</b>	<b>\$9,392,545</b>	<b>15.0%</b>
<b>7000 Transfers</b>						
TXFR to IMRF Fund	425,000	425,000			0	
TXFR to Tort Immunity Fund	0	0	0		0	
TXFR to Special Reserve Fund	1,250,000	1,250,000	1,250,000		1,500,000	
TXFR to Cap Projects Fund						
TXFR to Bond Fund	396,700	396,700	384,200		387,825	
<b>Total 7000 Transfers</b>	<b>\$2,071,700</b>	<b>\$2,071,700</b>	<b>\$1,634,200</b>	<b>\$0</b>	<b>\$1,887,825</b>	
<b>Net Corporate Income</b>	<b>\$102,719</b>	<b>\$449,761</b>	<b>\$179,452</b>	<b>\$4,468,251</b>	<b>(\$1,071,219)</b>	<b>-696.9%</b>
<b>ANTICIPATED FUND BALANCE END OF FY2026</b>					<b>\$9,638,725</b>	

BUDGET 2025-2026  
Corporate

					% CHANGE OVER PRIOR YEAR
	FY 2023-24 BUDGET	FY 2023-24 ACTUAL	FY 2024-25 BUDGET	FY 2024-25 ACTUAL 4/15/25	FY 2025-26 BUDGET
Building				Transfer Bldg	(\$250,000.00)

BUDGET 2025-2026  
Audit

					% CHANGE OVER PRIOR YEAR
	FY 2023-24 BUDGET	FY 2023-24 ACTUAL	FY 2024-25 BUDGET	FY 2024-25 ACTUAL 4/15/25	FY 2025/26 REQUEST
FUND BALANCE as of 06/2024					\$6,584
Income					
4000 Tax Levies	5,545	11,352	5,928	6,156	6,085
Total Income	\$5,545	\$11,352	\$5,928	\$6,156	\$6,085
Expenses					
5600 Contracts					
5662 Audit Fund Expense	6,000	6,000	6,200	6,200	6,600
Total 5600 Contracts	6,000	6,000	6,200	6,200	6,600
Total Expenses	\$6,000	\$6,000	\$6,200	\$6,200	\$6,600
Other Income					
7000 Transfers	0	0	0	0	0
Total Other Income	0	0	0	0	0
Net Income	(\$455)	\$5,352	(\$272)	(\$44)	(\$515)
ANTICIPATED FUND BALANCE END OF FY2026					\$6,025
				Transfer	\$1,000
					\$7,025

## BUDGET 2025-2026

## Building

					% CHANGE OVER PRIOR YEAR
	FY 2023-24 BUDGET	FY 2023-24 ACTUAL	FY 2024-25 BUDGET	FY 2024-25 ACTUAL 4/15/25	FY 2025-26 BUDGET
FUND BALANCE as of 06/2024					\$267,599
Income					
4000 Tax Levies	219,652	450,146	234,805	229,972	237,315
Total Income	\$219,652	\$450,146	\$234,805	\$229,972	\$237,315
Expenses					
5500 Maintenance					
5531 Cleaning Service	86,800	79,878	90,000	79,691	115,000
5532 Equipment Repair	500	389	500	2,016	3,000
5533 Trash	4,500	3,451	3,600	2,839	4,000
5534 Landscaping/Lawn Service	18,300	10,609	12,000	8,825	13,000
5535 Fire and Security	11,000	7,983	12,500	7,216	15,500
5536 Elevator	10,000	7,430	8,000	12,088	18,000
5537 Building Maintenance	28,000	17,958	28,000	13,893	25,000
5538 Snow Removal	10,000	12,238	13,000	10,800	13,000
5539 HVAC	65,000	40,845	65,000	26,627	50,000
5540 Parking Areas	25,000	26,675	1,000		24,000
5541 Van Maintenance	1,000		1,500	3,082	10,000
5544 Roof Maintenance	12,000	7,090	15,000	2,695	15,000
5545 Van Fuel	2,000	1,718	2,000	929	1,500
Total 5500 Maintenance	\$274,100	\$216,265	\$252,100	\$170,702	\$307,000
5700 Supplies					
5775 Maintenance Supplies	35,000	22,312	25,000	18,632	27,000
Total 5700 Supplies	\$35,000	\$22,312	\$25,000	\$18,632	\$27,000
Total Expenses	\$309,100	\$238,577	\$277,100	\$189,334	\$334,000
Net Income	(\$89,448)	\$211,568	(\$42,295)	\$40,639	(\$96,685)

ANTICIPATED FUND BALANCE END OF FY2026

Transfer

\$128,619

\$250,000

\$378,619

## BUDGET 2025-2026

## IMRF

	<b>FY 2023-24 BUDGET</b>	<b>FY 2023-24 ACTUAL</b>	<b>FY 2024-25 BUDGET</b>	<b>FY 2024-25 ACTUAL to 4/15/25</b>	<b>FY 2025-26 BUDGET</b>	<b>% CHANGE OVER PRIOR YEAR</b>
<b>FUND BALANCE as of 06/2024</b>					<b>\$667,442</b>	
<b>Income</b>						
<b>4000 Tax Levies</b>	410,899	839,938	439,244	429,458	441,163	0.4%
<b>Total Income</b>	<b>\$410,899</b>	<b>\$839,938</b>	<b>\$439,244</b>	<b>\$429,458</b>	<b>\$441,163</b>	
<b>Expenses</b>						
<b>5300 Payroll Expenses</b>						
<b>5311 IMRF Fund Expense</b>	790,127	367,697	453,267	311,712	559,045	23.3%
<b>5311.1 ERI Expense</b>			412,722			
<b>Total 5300 Payroll Expenses</b>	<b>\$790,127</b>	<b>\$367,697</b>	<b>\$865,988</b>	<b>\$311,712</b>	<b>\$559,045</b>	
<b>Total Expenses</b>	<b>\$790,127</b>	<b>\$367,697</b>	<b>\$865,988</b>	<b>\$311,712</b>	<b>\$559,045</b>	
<b>Net Operating Income</b>	<b>(\$379,228)</b>	<b>\$472,241</b>	<b>(\$426,745)</b>	<b>\$117,746</b>	<b>(\$117,882)</b>	
<b>Other Income</b>						
<b>7000 Transfers</b>	425,000	425,000			0	
<b>Total Other Income</b>	<b>\$425,000</b>	<b>\$425,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>Net Other Income</b>	<b>\$425,000</b>	<b>\$425,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>Net Income</b>	<b>\$45,772</b>	<b>\$897,241</b>	<b>(\$426,745)</b>	<b>\$117,746</b>	<b>(\$117,882)</b>	
<b>ANTICIPATED FUND BALANCE END OF FY2026</b>					<b>\$667,306</b>	

**BUDGET 2025-2026****Social Security**

	<b>FY 2023-24 BUDGET</b>	<b>FY 2023-24 ACTUAL</b>	<b>FY 2024-25 BUDGET</b>	<b>FY 2024-25 ACTUAL to 4/15/25</b>	<b>FY 2025-26 BUDGET</b>	<b>% CHANGE OVER PRIOR YEAR</b>
<b>FUND BALANCE as of 06/2024</b>					<b>\$330,251</b>	
<b>Income</b>						
<b>4000 Tax Levies</b>	323,582	661,150	345,903	338,041	346,845	0.3%
<b>Total Income</b>	<b>\$323,582</b>	<b>\$661,150</b>	<b>\$345,903</b>	<b>\$338,041</b>	<b>\$346,845</b>	
<b>Expenses</b>						
<b>5300 Payroll Expenses</b>						
<b>5312 Social Security Fund Exp</b>	317,093	307,190	377,550	264,252	431,024	14.2%
<b>Total 5300 Payroll Expenses</b>	<b>\$317,093</b>	<b>\$307,190</b>	<b>\$377,550</b>	<b>\$264,252</b>	<b>\$431,024</b>	
<b>Total Expenses</b>	<b>\$317,093</b>	<b>\$307,190</b>	<b>\$377,550</b>	<b>\$264,252</b>	<b>\$431,024</b>	
<b>Other Income</b>						
<b>7000 Transfers</b>	0	0	0	0	0	
<b>Total Other Income</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Net Income</b>	<b>\$6,489</b>	<b>\$353,961</b>	<b>(\$31,647)</b>	<b>\$73,789</b>	<b>(\$84,179)</b>	
<b>ANTICIPATED FUND BALANCE END OF FY2025</b>					<b>\$214,425</b>	
				Transfer	<b>\$250,000</b>	
					<b>\$464,425</b>	

**BUDGET 2025-2026****Tort Immunity**

					<b>% CHANGE OVER PRIOR YEAR</b>
	<b>FY 2023-24 BUDGET</b>	<b>FY 2023-24 ACTUAL</b>	<b>FY 2024-25 BUDGET</b>	<b>FY 2024-25 ACTUAL to 4/15/25</b>	<b>FY 2025-26 BUDGET</b>
<b>FUND BALANCE as of 06/2024</b>					<b>\$189,456</b>
<b>Income</b>					
<b>4000 Tax Levies</b>	161,362	313,314	172,494	185,665	173,422
<b>Total Income</b>	<b>\$161,362</b>	<b>\$313,314</b>	<b>\$172,494</b>	<b>\$185,665</b>	<b>\$173,422</b>
<b>Expenses</b>					
<b>5800 Operating - Other</b>					
<b>5802 Public Library Insurance</b>	113,881	106,400	122,360	115,106	140,714
<b>Total 5800 Operating Expenses</b>	<b>113,881</b>	<b>106,400</b>	<b>122,360</b>	<b>115,106</b>	<b>140,714</b>
<b>Total Expenses</b>	<b>113,881</b>	<b>106,400</b>	<b>122,360</b>	<b>115,106</b>	<b>140,714</b>
<b>Net Operating Income</b>	<b>\$47,481</b>	<b>\$206,914</b>	<b>\$50,134</b>	<b>\$70,559</b>	<b>\$32,708</b>
<b>Other Income</b>					
<b>7000 Transfers</b>	0	0	0	0	0
<b>Total Other Income</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Other Income</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Income</b>	<b>\$47,481</b>	<b>\$206,914</b>	<b>\$50,134</b>	<b>\$70,559</b>	<b>\$32,708</b>
					<b>-34.8%</b>
<b>ANTICIPATED FUND BALANCE END OF FY2026</b>					<b>\$292,723</b>

BUDGET 2025-2026  
Unemployment

	<b>FY 2022-23 BUDGET</b>	<b>FY 2022-23 ACTUAL</b>	<b>FY 2023-24 BUDGET</b>	<b>FY 2024-25 BUDGET</b>	<b>FY 2025-26 BUDGET</b>	<b>% <i>CHANGE OVER PRIOR YEAR</i></b>
<b>FUND BALANCE as of 06/2024</b>					<b>\$48,925</b>	
<b>Income</b>						
<b>4000 Tax Levies</b>	500	753	500	500	500	0.0%
<b>Total Income</b>	<b>\$500</b>	<b>\$753</b>	<b>\$500</b>	<b>\$500</b>	<b>\$500</b>	
<b>Expenses</b>						
<b>5330 Unemployment Payroll Expenses</b>	500	0	500	500	500	0.0%
<b>Total Expenses</b>	<b>500</b>	<b>0</b>	<b>500</b>	<b>500</b>	<b>500</b>	
<b>Total Expenses</b>	<b>\$500</b>	<b>\$0</b>	<b>\$500</b>	<b>\$500</b>	<b>\$500</b>	
<b>Other Income</b>						
<b>7000 Transfers</b>						
<b>Total Other Income</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Net Other Income</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Net Income</b>	<b>\$0</b>	<b>\$753</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
 <b>ANTICIPATED FUND BALANCE END OF FY2026</b>					<b>\$48,925</b>	



## BUDGET 2025-2026

## Special Reserve

	FY 2023-24 BUDGET	FY 2023-24 ACTUAL	FY 2024-25 BUDGET	FY 2024-25 ACTUAL to 4/15/25	FY 2025-26 BUDGET	% CHANGE OVER PRIOR YEAR
<b>FUND BALANCE as of 06/2024</b>					\$3,878,473	
<b>Income</b>						
4302 Grant Income	0	(95,887)	0	0	0	
<b>Total Income</b>	<b>\$0</b>	<b>(95,887)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>Expenses</b>						
5210 Building						
5210.10 Concrete, Masonry & Paving						
5210.30 Doors, Windows & Elevators	19,000	27,291	295,800	101,677	29,000	-90.2%
5210.40 Electrical	20,000	863	38,000	49,791		-100.0%
5210.50 Finishes						
5210.60 Fire Protection & Security			30,000	25,000		
5210.70 HVAC	95,600	115,083	70,000	45,469		-100.0%
5210.80 Plumbing				13,066		
5210.90 Miscellaneous	90,000		4,935			-100.0%
<b>Total 5200 Capital Expenditures</b>	<b>\$224,600</b>	<b>\$143,238</b>	<b>\$438,735</b>	<b>\$235,002</b>	<b>\$29,000</b>	-93.4%
5250 Renovation Construction Costs						
5250.10 Main Direct Costs	1,450,000	921,107			3,100,000	#DIV/0!
5250.20 Branches Direct Costs						
<b>Total 5250 Renovation Construction Costs</b>	<b>\$1,450,000</b>	<b>\$921,107</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,100,000</b>	#DIV/0!
5260 Renovation Indirect Costs						
5260.10 Permits and Fees	30,450	1,403				#DIV/0!
5260.11 Furniture, Fixtures & Equipment	339,817	494,893		41,012		#DIV/0!
5260.12 Technology	36,250	326				#DIV/0!
5260.13 Moving/Storage	36,250	1,816				#DIV/0!
5260.14 Legal/Financial	1,450					#DIV/0!
5260.15 Architectural/Engineering	180,000	176,989	35,000	30,100		-100.0%
5260.16 Owner's Rep	25,000	30,881	9,450	5,800		-100.0%
5260.20 Other Indirect Costs	5,000					#DIV/0!
<b>Total 5260 Renovation Indirect Costs</b>	<b>\$654,217</b>	<b>\$706,308</b>	<b>\$44,450</b>	<b>\$76,912</b>	<b>\$0</b>	-100.0%
<b>Total Expenses</b>	<b>\$2,328,817</b>	<b>\$1,770,652</b>	<b>\$483,185</b>	<b>\$311,915</b>	<b>\$3,129,000</b>	547.6%
<b>Other Income</b>						
7000 Transfers						
TXFR from Capital Projects	796,041					#DIV/0!
TXFR from Corporate	1,250,000	1,250,000	1,250,000		1,500,000	20.0%
<b>Total Other Income</b>	<b>2,046,041</b>	<b>1,250,000</b>	<b>1,250,000</b>	<b>0</b>	<b>1,500,000</b>	20.0%
<b>Net Income</b>	<b>(282,776)</b>	<b>(616,540)</b>	<b>\$766,815</b>	<b>(\$311,915)</b>	<b>(\$1,629,000)</b>	
<b>ANTICIPATED FUND BALANCE END OF FY2026</b>					<b>\$3,016,288</b>	

## BUDGET 2025-2026

## Bond

					%
	FY 2022-23 BUDGET	FY 2023-24 BUDGET	FY 2024-25 BUDGET	FY 2025-26 BUDGET	CHANGE OVER PRIOR YEAR
Income					
Bond Income	0	0	0	0	
Total Income	\$0	\$0	\$0	\$0	
Expenses					
6500 Bond Expenses					
6501 Principal Due 2020 Bond	405,000	250,000	250,000	245,000	-2.0%
6502 Interest Due 2020 Bond	160,750	146,400	133,900	121,525	-9.2%
6503 Legal/Misc Fees Due 2020 Bond	300	300	300	21,300	7000.0%
Total 6500 Bond Expenses	566,050	396,700	384,200	387,825	0.9%
Total Expenses	\$566,050	\$396,700	\$384,200	\$387,825	0.9%
Net Operating Income	(\$566,050)	(\$396,700)	(\$384,200)	(\$387,825)	0.9%
Other Income					
7000 Transfers	566,050	396,700	384,200	387,825	0.9%
Total Other Income	566,050	396,700	384,200	387,825	0.9%
Net Other Income	566,050	396,700	384,200	387,825	0.9%
Net Income	\$0	\$0	\$0	\$0	

**DRAFT**

**Palatine Library District  
Pay Grade Assignments  
Effective: July 1, 2025  
Based on a 37.5-Hour Workweek**

**DRAFT**

Pay Grade	FLSA	Position Title	Range Minimum	Range Midpoint	Range Maximum
ED.5	E	ED bilingual compensation +4%	\$124,877	\$156,097	\$187,315
ED	E	Executive Director	\$120,074	\$150,093	\$180,111
16.5	E	grade 16 bilingual compensation +4%	\$97,128	\$121,410	\$145,692
			\$49.81	\$62.26	\$74.71
16	E	Deputy Director	\$93,392	\$116,740	\$140,088
			\$47.89	\$59.87	\$71.84
15.5	E	grade 15 bilingual compensation +4%	\$89,933	\$112,416	\$134,899
			\$46.12	\$57.65	\$69.18
15	E	Community Services Director	\$86,474	\$108,092	\$129,711
			\$44.35	\$55.43	\$66.52
14.5	E	grade 14 bilingual compensation +4%	\$83,271	\$104,089	\$124,907
			\$42.70	\$53.38	\$64.05
14	E	Finance Manager	\$80,068	\$100,086	\$120,103
	E	Human Resources Manager	\$41.06	\$51.33	\$61.59
	E	Technology Manager			
13.5	E	grade 13 bilingual compensation +4%	\$77,102	\$96,379	\$115,654
			\$39.54	\$49.42	\$59.31
13	E	Adult Services Manager	\$74,137	\$92,672	\$111,206
	E	Branch Manager	\$38.02	\$47.52	\$57.03
	E	Collection Services Manager			
	E	Communications Manager			
	E	Youth and Teen Services Manager			
12.5	E	grade 12 bilingual compensation +4%	\$71,392	\$89,239	\$107,088
			\$36.61	\$45.76	\$54.91
12	E	Facilities Manager	\$68,646	\$85,807	\$102,969
	E	Member Services Manager	\$35.20	\$44.00	\$52.80
	E	Workshop Manager			
11.5	E	grade 11 bilingual compensation +4%	\$66,103	\$82,629	\$99,155
			\$33.90	\$42.37	\$50.85
11		No Jobs Evaluated	\$63,561	\$79,451	\$95,341
			\$32.60	\$40.74	\$48.89
10.5	E	grade 10 bilingual compensation +4%	\$61,207	\$76,509	\$91,810
			\$31.39	\$39.24	\$47.08
10	E	Adult Services Assistant Manager	\$58,853	\$73,566	\$88,279
	E	Branch Assistant Manager	\$30.18	\$37.73	\$45.27
	E	Youth and Teen Services Assistant Manager			

**DRAFT**

**Palatine Library District  
Pay Grade Assignments  
Effective: July 1, 2025  
Based on a 37.5-Hour Workweek**

**DRAFT**

Pay Grade	FLSA	Position Title	Range Minimum	Range Midpoint	Range Maximum
9.5	E	grade 9 bilingual compensation +4%	\$56,673	\$70,842	\$85,010
			\$29.07	\$36.33	\$43.60
9	E	Workshop Assistant Manager	\$54,493	\$68,117	\$81,740
	NE	Member Services Assistant Manager	\$27.95	\$34.93	\$41.92
8.5	E	grade 8 bilingual compensation +4%	\$52,475	\$65,594	\$78,712
			\$26.92	\$33.63	\$40.36
8	E	Lead Cataloger	\$50,457	\$63,071	\$75,685
	E	Librarian	\$25.88	\$32.34	\$38.81
7.5	E	grade 7 bilingual compensation +4%	\$48,588	\$60,735	\$72,882
			\$24.92	\$31.15	\$37.38
7	NE	Administrative Associate	\$46,719	\$58,399	\$70,079
	NE	Community Engagement Coordinator	\$23.96	\$29.95	\$35.94
	NE	Finance and Payroll Associate			
	NE	Graphic Designer			
	NE	Technology Support Specialist			
	NE	Workshop Specialist			
6.5	E	grade 6 bilingual compensation +4%	\$44,989	\$56,236	\$67,484
			\$23.07	\$28.84	\$34.61
6	NE	Communications Strategist	\$43,259	\$54,073	\$64,888
	NE	Digital Communications Coordinator	\$22.18	\$27.73	\$33.28
	NE	Facilities Coordinator			
	NE	Human Resources Associate			
	NE	Library Associate III			
5.5	E	grade 5 bilingual compensation +4%	\$41,656	\$52,071	\$62,484
			\$21.36	\$26.71	\$32.04
5	NE	Acquisitions Associate	\$40,054	\$50,068	\$60,081
	NE	Member Services Associate	\$20.54	\$25.68	\$30.81
4.5	E	grade 4 bilingual compensation +4%	\$38,570	\$48,213	\$57,856
			\$19.78	\$24.72	\$29.67
4	NE	Branch Library Associate	\$37,087	\$46,359	\$55,631
	NE	Copy Cataloger	\$19.02	\$23.77	\$28.53
	NE	Library Associate - Substitute			
	NE	Library Associate II			
	NE	Maintenance Assistant			
	NE	Workshop Assistant			
	NE	Workshop Assistant - Substitute			
3.5	E	grade 3 bilingual compensation +4%	\$35,714	\$44,642	\$53,570
			\$18.31	\$22.89	\$27.48
3	NE	Member Services Assistant	\$34,340	\$42,925	\$51,510

DRAFT

Palatine Library District  
Pay Grade Assignments  
Effective: July 1, 2025  
Based on a 37.5-Hour Workweek

DRAFT

Pay Grade	FLSA	Position Title	Range Minimum	Range Midpoint	Range Maximum
	NE	Member Services Assistant - Substitute	\$17.61	\$22.01	\$26.42
	NE	Security Monitor			
2.5	E	grade 2 bilingual compensation +4%	\$33,068	\$41,335	\$49,602
			\$16.96	\$21.20	\$25.44
2	NE	Collection Services Associate I	\$31,796	\$39,745	\$47,694
			\$16.31	\$20.38	\$24.46
1.5	E	grade 1 bilingual compensation +4%	\$30,619	\$38,273	\$45,928
			\$15.70	\$19.62	\$23.56
1	NE	Materials Assistant	\$29,441	\$36,801	\$44,162
	NE	Materials Assistant - Substitute	\$15.10	\$18.87	\$22.65

## Closing Schedule 2025-2026

### **Proposed Schedule of Closings for FY 2025-2026**

Friday, July 4, 2025	Independence Day
Sunday, August 31, 2025	Labor Day observance
Monday, September 1, 2025	Labor Day
Friday, September 26, 2025	Staff Development Day
Thursday, November 27, 2025	Thanksgiving Day
Wednesday, December 24, 2025	Christmas Eve
Thursday, December 25, 2025	Christmas Day
Wednesday, December 31, 2025	New Year's Eve close at 5pm
Thursday, January 1, 2026	New Year's Day
Friday February 27, 2026	Staff Development Day
Sunday, April 5, 2026	Easter
Sunday, May 24, 2026	Memorial Day observance
Monday, May 25, 2026	Memorial Day

# Community Solar with Illinois Shines

off-site solar serving multiple subscribers



## What Is Illinois Shines?

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

## What Is Community Solar?

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

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

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

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

## How Do Community Solar Bill Credits Work?

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



You can view an ADA accessible version of this document at [www.illinoisshines.com/accessible](http://www.illinoisshines.com/accessible).



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

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

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

## How Much Will My Community Solar Subscription Cost?

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



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

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



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

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

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

### How Is My Subscription Sized?

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

#### Other Considerations:

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

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

### Consumer Protection

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

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

#### Other Illinois Shines consumer protections include:

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

### Complaint Procedures

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

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

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

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

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

**SPANISH LANGUAGE:** 866-310-8398

For more information, go to [www.illinoisshines.com](http://www.illinoisshines.com)

**Illinois Solar for All**, another incentive program, is available for income-eligible customers and includes savings guarantees. Learn more at [www.IllinoisSFA.com](http://www.IllinoisSFA.com).



# Illinois Shines Community Solar Disclosure Form

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

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

## Contact Information

Customer Information		Community Solar Provider*	
Name	Palatine Public Library District	Legal Name	Nautilus Community Solar, LLC
Address	700 N. North Ct., Palatine, IL 60067	Marketing Name	Nautilus Solar
Phone	847-907-3600	Phone	716-292-0216
Email	gszczesny@palatinelibrary.org	Email	dbozer@nautilussolar.com
Service utility	ComEd	Website	nautilussolar.com
Utility Account#	4201605264	*may be different than project owner/developer	

## Project Information

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

## Subscription Information

Subscription Size (may vary by the greater of 5kW or 25%)	499.80 kW AC	Estimated first year production (production level will decrease over time)	1,139,928.00 kWh
		Guaranteed minimum level of production	no guarantee
Term of your subscription	25 years	Estimated start date for bill credits	June 2025

## Rate and Payment Information

Enrollment fee or amount due at contract signing	\$0.00
Subscription structure and rate	Payment equal to 90.00% of community solar credits on your utility bill
Frequency of payments and start date	Payments are monthly, beginning one month after energization.
Format of bill	Electronic
Payment details	Autopay required

## Early Termination of Subscription

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

Additional circumstances under which you may terminate your subscription early	None
Advanced notice for early termination	365 days notice is required for early termination.
Penalty or fee for early termination	Any currently outstanding amounts owed plus two cents per watt (DC), which shall be applicable in first 10 (ten) years.

## Value of Electricity and Savings Estimates

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

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

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

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

Estimated bill credits for first year		Estimated subscription payments for first year		Enrollment fee		Estimated total savings for first year
\$74,688.08	-	\$67,219.27	-	\$0.00	=	\$7,468.81
Estimated first year production of electricity from your share of the solar project, multiplied by the bill crediting rate 6.552 cents/kWh		Your subscription fee is 90.00% of your bill credits		Enrollment fee or amount due at contract signing fee		Make sure to also consider any other fees or costs disclosed above

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

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

## Additional Information from Community Solar Provider / Approved Vendor

## Signature

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

Printed Name \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

CONSENT TO  
COLLATERAL  
ASSIGNMENT OF Credit  
Purchase Agreement (Palatine  
Public Library District)

This CONSENT TO COLLATERAL ASSIGNMENT (as amended, supplemented or otherwise modified from time to time, this “Consent”) is effective of the date of the last signature below by and between [Palatine Public Library District] (the “Consenting Party”) and Nautilus Community Solar, LLC (the “Assignor”), for the benefit of NATIONAL BANK OF CANADA, as collateral agent (hereinafter in such capacity, together with any successors thereto in such capacity referred to as “Assignee”) for the Secured Parties (as defined below).

RECITALS

WHEREAS, the Assignor is an affiliate of and the subscription manager for various solar generation facilities located in the state of Illinois (the “Eligible Project(s)”);

WHEREAS, the Consenting Party and Assignor are parties to a Credit Purchase Agreement dated as of January \_\_, 2025, (as the same may be amended, modified or supplemented from time to time, the “Assigned Agreement”);

WHEREAS, Nautilus Solar Construction Holdco, LLC (the “Borrower”) is the indirect owner of ownership interests of the Eligible Project(s) and certain other entities;

WHEREAS, the Borrower, Assignee, the lenders from time to time party thereto (the “Lenders”), and certain other parties entered into a Financing Agreement dated as of December 23, 2019, as amended from time to time, pursuant to which the Lenders have agreed to make loans and issue letters of credit to the Borrower (collectively the “Financing Agreement”);

WHEREAS, Borrower will receive substantial direct or indirect benefits from the transactions contemplated by the Financing Agreement and the other Financing Documents;

WHEREAS, in consideration of the extensions of credit and other financial accommodations made by the Lenders under the Financing Documents, the Eligible Project is entering into that certain Guaranty, Pledge and Security Agreement, with Assignee and certain other parties (the “Guaranty, Pledge and Security Agreement”), pursuant to which the Eligible Project will assign to Assignee (for the benefit of the Secured Parties), among other things, all of its right, title and interest in, to and under, and grant a first priority security interest in, the Assigned Agreement as security for the Obligations; and

WHEREAS, the Consenting Party is willing to consent to such assignment and the grant of a security interest by Assignor in favor of Assignee.

NOW, THEREFORE, in consideration of the premises and of other valuable consideration, the parties hereto agree as follows:

1. Assignment and Security Interest

As security for the due and punctual performance and payment of all of the Obligations, Assignor will assign to Assignee as collateral security, all of Assignor's right, title and interest in, to and under the Assigned Agreement upon the terms set forth in the Guaranty, Pledge and Security Agreement.

## 2. Consent

(a) The Consenting Party (i) acknowledges that the Secured Parties are entering into the Financing Documents and extending credit to Borrower in reliance upon the execution and delivery by Consenting Party of this Consent, (ii) irrevocably consents to the assignment specified in Section 1 and to any subsequent assignments by Assignee in accordance with the provisions of this Consent upon and after the Assignee's exercise of its rights and remedies under the Guaranty, Pledge and Security Agreement and (iii) agrees that, if the Assignee notifies the Consenting Party that an Event of Default (as used herein, as defined in the Financing Agreement) has occurred and is continuing and that a decision has been made to exercise remedies under the Financing Documents, then at the request of Assignee, Assignee or its nominee, designee or assignee shall be substituted for Assignor under the Assigned Agreement (and in connection therewith shall expressly assume in writing the Assigned Agreement) and all representations, warranties, indemnities and agreements made by the Consenting Party under or pursuant to the Assigned Agreement shall inure to the benefit of such party and shall be enforceable by such party to the same extent as if such party were originally named in the Assigned Agreement and Consenting Party will recognize such party as its counterparty under the Assigned Agreement and will continue to perform its obligations under the Assigned Agreement in favor of such party (including its obligations under any warranties).

(b) Consenting Party acknowledges and agrees that, notwithstanding anything to the contrary in the Assigned Agreement, none of (i) the assignment of the Assigned Agreement pursuant to the Guaranty, Pledge and Security Agreement, (ii) the foreclosure or any other similar enforcement action (any such action an "Enforcement Action") undertaken by the Assignee or its nominee, designee or assignee in respect of its rights under the Guaranty, Pledge and Security Agreement or any other Financing Document, (iii) the acquisition of the rights of Assignor under the Assigned Agreement as a consequence of any Enforcement Action by the Assignee or its nominee, designee or assignee (or acceptance of an absolute assignment of the Assigned Agreement in lieu of an Enforcement Action) or (iv) the assignment of the Assigned Agreement by the Assignee to its nominee, designee or assignee following a purchase after an Enforcement Action or following an absolute assignment thereof in lieu of an Enforcement Action, shall constitute a default by Assignor under the Assigned Agreement or shall result in termination thereof.

## 3. Default and Cure

(a) If Assignor defaults under the Assigned Agreement, the Consenting Party shall, before terminating the Assigned Agreement or exercising any other remedy with respect to such default, give written notice to Assignee specifying the default and the actions required to cure the same and Assignee shall have ninety (90) days (thirty (30) days in the case of a default in payment by Assignor) after all cure periods available to Assignor have passed and the receipt of such notice (or such longer period of time as may be necessary under the circumstances, provided that Assignee is diligently pursuing such cure) to cure such default or to cause it to be cured. If Assignee fails to cure or cause to be cured any such default within the applicable period set forth above,

the Consenting Party shall have all of its rights and remedies with respect to such default as set forth in the Assigned Agreement and at law or in equity; provided, however, that if the Assignee or its nominee, designee or assignee is prohibited from curing any such default by any process, stay or injunction issued by any governmental authority or pursuant to any bankruptcy or insolvency proceeding or other similar proceeding to which the Assignor is subject, then the time periods specified herein for curing a default shall be extended for the period of such prohibition.

(b) In the event that the Assigned Agreement is terminated or cancelled as a result of any reason other than a default which could have been but was not cured by the Assignee or its nominee, designee or assignee (including, without limitation, any bankruptcy, insolvency, reorganization or similar proceeding affecting Assignor), and if, within sixty (60) days after such cancellation or termination, the Assignee so requests, Consenting Party will enter into a new agreement with the Assignee or its nominee, designee or assignee (i) having terms substantially the same as the terms of such Assigned Agreement and (ii) producing the same economic effect to Consenting Party as continuing the Assigned Agreement.

(c) If Assignee notifies the Consenting Party in writing that an Event of Default has occurred and is continuing, and requests that the Consenting Party continue performance under the Assigned Agreement, the Consenting Party shall thereafter perform under the Assigned Agreement in accordance with its terms, so long as all existing defaults by Assignor under the Assigned Agreement that are susceptible to cure are cured by Assignee or its nominee, designee or assignee and the obligations of Assignor thereunder shall continue to be paid and performed by Assignor, Assignee or its nominee, designee or assignee.

#### 4. Delivery of Notices

The Consenting Party agrees that it (a) will promptly notify Assignee of any breach by Assignor of any of the terms of the Assigned Agreement and (b) will deliver to Assignee simultaneously with the delivery thereof to Assignor any notices delivered pursuant to the Assigned Agreement or otherwise.

#### 5. Liability of Assignee

The Consenting Party acknowledges and agrees that Assignee has not assumed and does not have any obligation or liability under or pursuant to the Assigned Agreement, and that the exercise by Assignee of its rights and remedies under the Guaranty, Pledge and Security Agreement shall not constitute an assumption of Assignor's obligations under the Assigned Agreement (except to the extent any such obligations shall be expressly assumed by an instrument in writing executed by the Assignee or a nominee, designee, or assignee thereof). Unless otherwise set out in such a written and executed instrument, no curing of any defaults under the Assigned Agreement shall be construed as an assumption by the Assignee (or any of its respective nominees, designees or assignees) of any of the obligations, covenants or agreements of Assignor under the Assigned Agreement.

#### 6. Representations and Warranties

The Consenting Party hereby represents and warrants to Assignee as follows:

(a) The Consenting Party is a corporation duly formed, validly existing and in good standing under the laws of the State of Delaware and is duly qualified, authorized to do business

and in good standing as a corporation in every jurisdiction in which it owns or leases real property in connection with the Eligible Project or in which the nature of its business relating to the Assigned Agreement requires it to be so qualified. The Consenting Party has full power, authority and legal right to incur the obligations provided for in this Consent.

(b) The execution, delivery and performance by the Consenting Party of this Consent and the Assigned Agreement have been duly authorized by all necessary limited liability company action.

(c) The execution, delivery and performance by the Consenting Party of this Consent, and the consummation of the transactions contemplated hereby and thereby, will not (i) result in any violation of any term of any of its constitutive documents, (ii) result in any violation of any material contract or agreement applicable to it, of any license, permit, franchise, judgment, decree, writ, injunction, order, charter, law, ordinance, rule or regulation applicable to it or any of its properties or to any obligations incurred by it or by which it or any of its properties may be bound or affected, or of any determination or award of any arbitrator applicable to it or conflict with, or cause a breach of, or default thereof or thereunder, or (iii) result in the creation of any lien upon any of its properties or assets that, in each of the circumstances and scenarios described in clauses (ii) and (iii), could have a material adverse effect on the Consenting Party's ability to perform under this Consent or under the Assigned Agreement.

(d) No consent, approval, order or authorization of or registration, declaration of a filing with, or giving of notice to, obtaining of any license or permit from, or taking any other action with respect to, any federal, state or local government or public body, authority or agency is required in connection with the valid authorization, execution, delivery and performance of this Consent, except as has been validly issued, is in full force and effect, is not subject to any condition, does not impose restrictions or requirements inconsistent with the terms of this Consent, and is final and non-appealable. The Consenting Party has not violated applicable law by entering into this Consent.

(e) This Consent has been duly executed and delivered on behalf of Consenting Party by the appropriate officers or authorized representatives of Consenting Party and constitutes the legal, valid and binding obligations of the Consenting Party enforceable against the Consenting Party in accordance with its terms, except as enforceability may be limited by general principles of equity and by applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally.

(f) The Assigned Agreement is in full force and effect and has not been amended, modified or supplemented, and no default has occurred or exists under the Assigned Agreement and no event or condition has occurred, or exists and is continuing, which, with the lapse of time, the giving of notice, or both, would constitute a default under the Assigned Agreement.

(g) All representations and warranties made by the Consenting Party in the Assigned Agreement were true and correct in all material respects on and as of the date when made and, except for those that by their terms speak as of a specific date, are true and correct in all material respects on and as of the date of this Consent.

(h) There is no litigation, action, suit, investigation or proceeding pending or, to the knowledge of the Consenting Party, threatened against the Consenting Party, before or by any court, administrative agency, environmental council, arbitrator or governmental authority, body or



agency, which could materially adversely affect the performance by the Consenting Party of its obligations hereunder or under the Assigned Agreement.

(i) The Consenting Party has not received notice of, or consented to the assignment of any of Assignor's right, title, or interest in the Assigned Agreement, to any person or entity other than Assignee.

(j) Neither the Consenting Party nor, to the knowledge of the Consenting Party, Assignor is in default of any of its obligations or covenants under the Assigned Agreement and no such default has occurred prior to the date hereof. The Consenting Party and, to the knowledge of the Consenting Party, Assignor has complied with all conditions precedent to the respective obligations of such party to perform under the Assigned Agreement. The Consenting Party has no knowledge of any existing counterclaims, offsets or defenses against Assignor. No event or condition exists (including any condition arising as a result of, and after giving effect to, the assignment by the Consenting Party to the Assignee of the Assigned Agreement) which would, either immediately or with the passage of any applicable grace period or giving of notice, or both, enable the Consenting Party to terminate or suspend its obligations under the Assigned Agreement.

## 7. Notices

All communications between the parties hereto or notices provided herein to be given may be given to the following addresses:

If to Assignee:

National Bank of Canada  
Corporate Customer Service – Syndication and Agency Group  
800 Rue Saint-Jacques, 16<sup>th</sup> Floor  
Montreal, QC, H2Y 2W3  
Attention: Finance Project Team  
Email: [financeproject@bnc.ca](mailto:financeproject@bnc.ca)

With a copy to:

National Bank Financial Markets  
1115 Metcalfe Street, 23rd Floor  
Montreal, QC, H3B 4S9  
Attention: Vincent Guimond  
Telephone: (514) 390-7932  
Email: [Vincentx.guimond@bnc.ca](mailto:Vincentx.guimond@bnc.ca)

If to Assignor:

Nautilus Community Solar, LLC  
c/o Nautilus Solar Energy, LLC  
396 Springfield Avenue, Suite 200  
Summit NJ, 07901  
[Courtney@nautilusolar.com](mailto:Courtney@nautilusolar.com)



Telephone: (866) 526-0083  
Attention: Courtney Matsuishi

If to the Consenting Party:

Palatine Public Library District  
700 N. North Ct.  
Palatine, IL 60067  
Attn: Gregg Szyczesny  
Facilities Manager  
Email: [gszczesny@palatinelibrary.org](mailto:gszczesny@palatinelibrary.org)

All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given (a) if delivered in person; (b) if sent by reputable overnight delivery service (including Federal Express, DHL and other similar overnight delivery services); (c) in the event overnight delivery services are not readily available, if mailed by first class mail, postage prepaid, registered or certified with return receipt requested; or (d) if sent by electronic mail confirmed by telephone. Notice so given shall be effective upon receipt by the addressee, except that communication or notice so transmitted by electronic mail shall be deemed to have been validly and effectively given on the day (if a business day and, if not, on the next following business day) on which it is transmitted if transmitted before 4 p.m., recipient's time, and if transmitted after that time, on the next following business day; provided, however, that if any notice is tendered to an addressee and the delivery thereof is refused by such addressee, such notice shall be effective upon such tender. Any party shall have the right to change its address for notice hereunder to any other location within the United States by giving thirty (30) days' written notice to the other parties in the manner set forth herein above.

#### 8. Secured Obligations

The Consenting Party agrees and acknowledges that the senior lien granted under the Guaranty, Pledge and Security Agreement to the Assignee (as Collateral Agent thereunder for the benefit of the Secured Parties) may later be replaced by a senior lien securing the obligations of Nautilus Solar Term Holdco, LLC ("Term Borrower"), an affiliate of Borrower, which is contemplated to a subsequent direct or indirect owner of Assignor, under the Financing Agreement (the "Term Loan Financing Agreement"), dated as of September 24, 2020, by and among Term Borrower, National Bank of Canada as Issuing Bank, Agent and Collateral Agent thereunder (the "Term Loan Collateral Agent"), and the Lenders party thereto, and any other documents executed from time to time in connection with the foregoing (collectively, and as amended, the "Term Loan Financing Documents"); and that, in such event, (i) this Consent will remain in full force and effect and continue to apply in favor of Term Loan Collateral Agent and (ii) the terms "Assignee", "Guaranty, Pledge and Security Agreement" and "Financing Agreement" as used hereunder shall be deemed to refer to, respectively, the Term Loan Collateral Agent under the term Loan Financing Documents, the replacement security agreement and the Term Loan Financing Agreement; provided that the Term Loan Collateral Agent shall deliver notice to the Consenting Party of the effectiveness of such replacement senior lien and any new payment instructions with thirty (30) days of such replacement of the senior lien.

9. Governing Law

THIS CONSENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY, AND CONSTRUED UNDER, THE LAWS OF THE STATE OF NEW YORK, APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE AND WITHOUT REFERENCE TO CONFLICTS OF LAWS (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

10. Successors and Assigns

This Consent shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (which assigns, in the case of Assignee, shall include, without limitation, any nominee, designee or assignee of Assignee and any purchaser of all or any portion of rights under the Assigned Agreement in connection with an Event of Default or a foreclosure by Assignee). This Consent may only be assigned with the prior written consent of Assignee.

11. Amendment, Waiver and Severability

Neither this Consent nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by Consenting Party, Assignor and Assignee. The invalidity or unenforceability of any provision of this Consent shall not affect the validity or enforceability of any other provision of this Consent, which shall remain in full force and effect.

12. Waiver of Trial by Jury

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE CONSENTING PARTY, ASSIGNOR AND THE ASSIGNEE HEREBY IRREVOCABLY WAIVE ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS CONSENT.

13. Counterparts

This Consent may be executed in any number of counterparts and when signed by all the parties listed below shall constitute a single binding agreement. Delivery of an executed counterpart of a signature page of this Consent by facsimile or portable document format ("pdf") shall be effective as delivery of a manually executed counterpart of this Consent.

14. Entire Agreement

This Consent embodies the complete agreement among the parties hereto with respect to the matters specified herein and supersedes all other oral or written understandings or agreements.

15. Headings Descriptive

The headings of the several sections and subsections of this Consent are inserted for convenience only and shall not in any way affect the meaning or construction of any provisions of

this Consent.

16. Further Assurances

The Consenting Party will at any time and from time to time, upon the written request of Assignee, execute and deliver such further documents and do such other acts and things as Assignee may reasonably request in order to effectuate more fully the purposes of this Consent.

17. Conflicts

In the event of a conflict between any provision of this Consent and the provisions of the Assigned Agreement, the provisions of this Consent shall prevail.

IN WITNESS WHEREOF, each of the undersigned has duly executed this Consent as of the date first above written.

Palatine Public Library District as Consenting Party

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Nautilus Community Solar, LLC

By: \_\_\_\_\_  
Name: Brett Smith  
Title: Authorized Signatory  
Date: \_\_\_\_\_

Accepted:

NATIONAL BANK OF CANADA,  
as Assignee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## CREDIT PURCHASE AGREEMENT

THIS CREDIT PURCHASE AGREEMENT (THE “AGREEMENT”) ENTERED INTO AS OF April 21th, 2025 BY AND BETWEEN NAUTILUS COMMUNITY SOLAR, LLC, A DELAWARE LIMITED LIABILITY COMPANY, (“SELLER”) AND PALATINE PUBLIC LIBRARY DISTRICT, LLC (“BUYER”). SELLER AND BUYER ARE EACH REFERRED TO HEREIN INDIVIDUALLY AS A “PARTY” AND COLLECTIVELY AS THE “PARTIES.”

### 1. DEFINITIONS.

1.1 Definitions. Each capitalized term used but not otherwise defined herein shall have the meaning set forth in Annex A attached hereto.

1.2 Interpretation. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting the Agreement. Words in the Agreement that impart the singular connotation shall be interpreted as plural, and words that impart the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words “include”, “includes”, and “including” mean include, includes, and including “without limitation” and “without limitation by specification.” The words “hereof”, “herein”, and “hereunder” and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement. Except as the context otherwise indicates, all references to “Articles” and “Sections” refer to Articles and Sections of this Agreement.

### 2. TERM AND TERMINATION.

2.1 Term. The term (the “Term”) of the Agreement shall commence on the date of this Agreement and shall continue for the number of years indicated on Annex A, starting from the Commercial Operation Date, unless and until terminated earlier pursuant to the provisions of the Agreement.

2.2 Seller Conditions of the Agreement Prior to Installation. In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, Seller may (in its sole discretion) terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination.

(a) There exist site conditions (including environmental conditions and ecological concerns such as presence of wildlife species) at the Site or construction requirements that could not have been reasonably known as of the date of this Agreement and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the System as designed.

(b) There has been a material adverse change in (i) the rights of Seller to construct the System on the Site, (ii) the Program or Applicable Law, or (iii) the regulatory environment or availability of Solar Incentives (including the failure of the System to qualify for or expiration of any incentive program or tax incentives in effect as of the date of this Agreement).

(c) Seller has not received evidence reasonably satisfactory to it that interconnection services, the Program, Credits or net metering, as applicable, will be available with respect to energy generated by the System.

(d) Seller has determined that there are easements, Site Restrictions, other liens or encumbrances, or other facts, circumstances or developments that would materially impair or prevent, or have a material adverse effect on, the installation, operation, maintenance or removal of the System.

(e) Seller has determined that Buyer is not Creditworthy.

(f) Seller is unable to obtain financing for the System on terms and conditions reasonably satisfactory to Seller.

(g) Buyer’s representation and warranty contained in Section 7.2(e) or Section 7.2(f) is no longer true and correct.

(h) A Buyer Default has occurred.

2.3 Early Termination by Buyer without Cause. Buyer may terminate this Agreement without cause and for any reason upon three hundred sixty-five days (365) prior written notice to Seller (“Notice Period”). During the Notice Period, Seller agrees to use reasonable efforts to search for a third party with an eligible load to receive Credits. Following the Notice Period, Buyer may terminate this Agreement and pay the Termination Fee.

2.4 Right to Terminate this Agreement. In addition to other termination rights of a Party set forth herein, Buyer may terminate this Agreement with no payment of the Termination Fee if (1) the Commercial Operation Date has not occurred within two (2) years following the date hereof, or (2) within one hundred eighty (180) days following receipt of written notice from Buyer that Buyer no longer operates one or more Retail Service Addresses that is eligible under the Program to subscribe to the System.

2.5 Terminate Fee Calculation; Payment. Buyer Termination Fee shall equal any currently outstanding amounts owed to Seller plus two (2) cents per watt (DC), which shall only be applicable in the first ten years after the Commercial Operation Date. Payment of the Termination fee shall be due within five (5) days of Seller’s written notice including an invoice for such Termination Fee.

### 3. SYSTEM OPERATIONS.

3.1 Seller as Seller and Operator. Throughout the Term, Seller or Seller’s Lender shall be the legal and beneficial owner of the System at all times, the System shall remain the personal property of Seller or Seller’s Lender, and the System will be operated and maintained in accordance with the Program and, as necessary, repaired by Seller at its sole cost and expense. Buyer will not have access to the System for any purpose. Buyer will have no ownership, possession right or control of the System, and will have no rights or obligations with respect to the operation and maintenance of the System. This Agreement does not convey to Buyer any right, title or interest in or to any portion of any property (tangible or intangible, real or personal) underlying or comprising any portion of the System.

3.2 Obligations of Parties. The Parties will work cooperatively and in good faith to meet all Program requirements under Applicable Law and the Program, including applicable interconnection, metering and Credit requirements. The Parties agree that commencing on the Commercial Operation Date (a) Seller shall deliver Buyer’s Allocated Percentage of the Delivered Energy to the Utility, and (b) Buyer (or its designee) shall be entitled to any and all Credits resulting from such delivery. This Agreement does not convey to Buyer any right, title or interest in or to the Delivered Energy.

#### 3.3 Output Guaranty.

(a) Annual Expected Performance Output. Seller estimates that the System should have delivered an “Annual Expected Performance Output” for each twelve-month period beginning on the Commercial Operation Date, which shall be the annual kWh at the Production Meter calculated using PVSYST modeled with Annual Expected Insolation and other meteorological parameters including but not limited to snowfall and allowing for a 0.7% annual degradation in System performance. These values are specified in Schedule 3.

(b) Guaranteed Output. Seller hereby guarantees that Buyer’s Allocated Percentage of Delivered Energy will be at least seventy-five percent (75%) of Buyer’s Allocated Percentage multiplied by Adjusted Annual Expected Performance Output (the “Guaranteed Output”). For purposes of calculating whether the Guaranteed Output has been achieved, within forty-five (45) days following each anniversary of the Commercial Operation Date during the Term, Seller shall deliver to Buyer a report (the “Seller’s Report”) describing Buyer’s Allocated Percentage, the amount of Excused Output, the Delivered Energy, the inputs used to calculate the Adjusted Annual Expected Performance Output, the Annual Expected Performance Output and whether the Delivered Energy achieves the Guaranteed Output.

(c) In the event that the Buyer’s Allocated Percentage of Delivered Energy is less than the Guaranteed Output (the amount of difference being the “Performance Difference”), then Seller shall pay Buyer the product of (i) the Performance Difference and (ii) the Rate Difference. Payment shall be made within thirty (30) days following receipt of written notice from Buyer of the amount due. “Rate Difference” means greater of (i) an amount equal to the

Credit (or weighted average Credit) in place during the relevant Contract Year set forth in Seller's Report (on a per kWh basis) minus the Buyer's kWh Rate for the relevant Contract Year and (ii) zero (0).

3.4 Environmental Attributes and Solar Incentives. Seller's and Buyer's respective rights and obligations with respect to Environmental Attributes or Solar Incentives are set forth on Annex A.

#### 4. REALLOCATION; ADDITIONAL CAPACITY.

4.1 Reallocation. To enable ongoing buyer balancing across systems, Seller reserves the right, at its option and in its sole discretion, to assign all or a portion of Buyer's Allocated Percentage among one or more systems that qualify for the Program and from which Buyer is eligible to receive all or such portion of Buyer's Allocated Percentage in accordance with the Program. The Parties agree to modify any terms of this Agreement as necessary to effectuate or reflect the details of such assignment(s). Seller will provide Buyer reasonable notice of any such assignment. To effectuate such assignment, Seller will provide Buyer revised copies of Schedule 1 and Schedule 2, as applicable. Upon receipt of such revised Schedule(s) the Agreement will be deemed to incorporate such revised Schedules without further action by the Parties.

4.2 Additional Capacity. Buyer may elect to purchase Credits associated with an additional allocation of the Delivered Energy from the System or another system (pursuant to a separate contract) if so available, and if doing so would not violate any terms of the Program.

#### 5. PRICE AND PAYMENT.

5.1 Consideration. In consideration for Seller's delivery of Buyer's Allocated Percentage of the Delivered Energy to the Utility and Buyer's right to receive Credits corresponding with Buyer's Allocated Percentage of Delivered Energy, Buyer shall pay Seller a monthly payment (the "Payment") for such Credits commencing on the Commercial Operation Date and continuing through the Term, equal to the product of (x) the Delivered Energy for the relevant month, (y) the kWh Rate, and (z) Buyer's Allocated Percentage. Buyer understands that the kWh Rate is based on the Credit Value and that, because the Credit Value will change from time to time, the kWh Rate will increase and decrease during the Term.

5.2 Invoices. Seller shall invoice Buyer on or before the last Business Day of each calendar month (each such date on which an invoice is issued by Seller to Buyer, an "Invoice Date") for the Payment in respect of Credits corresponding with Buyer's Allocated Percentage of Delivered Energy produced during the immediately preceding calendar month. Buyer's first invoice under this Agreement shall be for the first full calendar month after the Commercial Operation Date in which Credits corresponding with Buyer's Allocated Percentage of Delivered Energy are issued. For the avoidance of doubt, Buyer shall (i) neither receive nor be entitled to any Credits associated with Delivered Energy prior to the Commercial Operation Date, and (ii) have no obligation to make or any liability for Payments for Credits associated with Delivered Energy prior to the Commercial Operation Date.

5.3 Time of Payment. Buyer shall pay all undisputed amounts due hereunder within thirty(30) days after the receipt of the applicable Invoice.. Interest will be charged on late Payments at the Interest Rate until Buyer has fully paid the past due balance.

5.4 Method of Payment. Buyer shall make all Payments under the Agreement by electronic funds transfer in immediately available funds to the account designated by Seller from time to time. If Buyer does not have electronic funds transfer capability, the Parties shall agree to an alternative method for submitting Payments. Except for billing errors or as provided in Section 5.5 below, all Payments made hereunder shall be non-refundable, be made free and clear of any tax, levy, assessment, duties or other charges and not subject to reduction, withholding, set-off, or adjustment of any kind.

5.5 Disputed Payments. If a *bona fide* dispute arises with respect to any invoice, Buyer shall not be deemed in default under the Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. Payment of the disputed amount shall not be required until the dispute is resolved. If an amount disputed by Buyer is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue at the Interest Rate on such amount from the date

becoming past due under such invoice until the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments.

5.6 Billing Adjustments Following Utility Billing Adjustments. If, as a result of a Utility billing adjustment, the quantity of Delivered Energy is decreased (the “Electricity Deficiency Quantity”) and the Utility reduces the amount of Credits allocated to Buyer for such period, Seller shall reimburse Buyer for the amount paid by Buyer in consideration for the Electricity Deficiency Quantity. If as a result of such adjustment the quantity of Delivered Energy allocated to Buyer is increased (the “Electricity Surplus Quantity”) and the Utility increases the amount of Credits allocated to Buyer for such period, Buyer shall pay for the Electricity Surplus Quantity at the kWh Rate applicable during such period.

5.7 Utility Consolidated Billing. Buyer and Seller acknowledge that both Parties would prefer the System be enrolled in the Utility’s consolidated billing program, such that the Buyer is invoiced directly by the Utility and such Utility invoice shall account for the Credits allocated to Buyer’s account from Seller. The parties agree that both shall use reasonable efforts to facilitate the prompt enrollment of the System into consolidated billing with the Utility.

## 6. GENERAL COVENANTS.

6.1 Seller’s Covenants. Seller covenants and agrees to the following:

(a) Notice of Damage or Emergency. Seller shall promptly notify Buyer if it becomes aware of any significant damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System.

(b) Governmental Approvals. While providing the Installation Work and System Operations, Seller shall obtain and maintain and secure all Governmental Approvals required to be obtained and maintained and secured by Seller and to enable Seller to perform such obligations.

(c) Interconnection Fees. Seller shall be responsible for all costs, fees, charges and obligations required to connect the System to the Utility distribution system (“Interconnection Obligations”), including any fees associated with system upgrades and operation and maintenance carrying charges, as provided in the interconnection procedures of the Utility (“Interconnection Procedures”). In no event shall Buyer be responsible for any Interconnection Obligations.

(d) Compliance with Program and Interconnection Procedures. Seller shall cause the System to be installed, maintained and operated in compliance with the Program and the Interconnection Procedures.

(e) Buyer’s Account Information. Seller shall be responsible for providing Buyer’s Account Information to the Utility, in accordance with the Program. Seller shall take care to preserve the privacy expectations of Buyer, including by not publicly disclosing Buyer’s Account Information. Seller shall not disclose such information to third parties, other than to the Utility or Governmental Authorities in connection with the Program, unless Buyer has provided explicit informed consent or such disclosure is in accordance with the terms of Section 13.1 or compelled by Applicable Law.

(f) Communications. Seller shall designate a representative to be available to Buyer to address all operational matters under this Agreement. Seller shall use best efforts to respond to communications from Buyer within two Business Days after receiving Buyer communications.

(g) Insurance Coverage. Seller shall maintain insurance coverage sufficient to repair, restore or rebuild the System in the event of significant damage or loss in the use of the System.

6.2 Buyer’s Covenants. Buyer covenants and agrees as follows:

(a) Consents and Approvals. Buyer shall ensure that any authorizations required of Buyer under this Agreement are provided in a timely manner. To the extent that only Buyer is authorized to request, obtain or issue any necessary approvals, permits, rebates or other financial incentives, Buyer shall cooperate with Seller to obtain such approvals, permits, rebates or other financial incentives.



(b) Buyer's Account Information. To the extent Buyer's Account Information is not fully set forth in Schedule 1 as of the date of this Agreement, Buyer shall provide Seller with such information within thirty (30) days of the date of this Agreement.

(c) Buyer Information. Buyer shall promptly provide Seller with such information and documentation as reasonably requested by Seller in order for Seller to comply with Program requirements, including for disclosure and reporting obligations.

## 7. REPRESENTATIONS & WARRANTIES.

7.1 Representations and Warranties Relating to Agreement Validity. In addition to any other representations and warranties contained in the Agreement, each Party represents and warrants to the other as of the date of this Agreement that:

- (a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;
- (b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement;
- (c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;
- (d) the Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;
- (e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein;
- (f) its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws; and
- (g) no Bankruptcy Event has occurred and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in a Bankruptcy Event.

7.2 Specific Representations and Warranties of Buyer. Buyer represents and warrants to Seller as of the date of this Agreement that:

- (a) (i) Buyer is an "accredited investor" as that term is defined in Rule 501 of the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act") or (ii) Buyer is an incorporated municipality or governmental subdivision with total assets in excess of \$5,000,000; provided, however, that notwithstanding the representation and warranty set forth in (i), the Parties agree that this Agreement is not, and is not intended to be, a security under applicable state and federal securities laws;
- (b) Buyer is the sole party in interest agreeing to purchase Credits corresponding with Buyer's Allocated Percentage of Delivered Energy and is acquiring such Credits for its own account and not with a view to the resale or other distribution thereof, in whole or in part, and agrees that it will not transfer, sell or otherwise dispose of such Credits in any manner that will violate applicable securities law. Buyer is aware that this Agreement and the Credits corresponding with Buyer's Allocated Percentage of Delivered Energy have not been registered under the Securities Act or registered or qualified under the securities laws of the state in which Buyer resides or is located based in part upon the representations of Buyer contained herein;
- (c) Buyer has been given the opportunity to ask questions of, and receive answers from, Seller concerning the terms and conditions of this Agreement and other matters pertaining to this Agreement, and has been

given the opportunity to obtain such additional information necessary in order for Buyer to evaluate the merits and risks of the purchase of Credits corresponding with Buyer's Allocated Percentage of Delivered Energy to the extent Seller possesses such information or can acquire it without unreasonable effort or expense;

(d) Buyer is not relying on Seller or any of its employees, members of its board of directors (or equivalent body) or officers, or this Agreement with respect to tax and other economic considerations involved in the investment;

(e) Buyer is a retail electric service customer of the Utility and the Retail Service Address is within the same Utility's service territory as the System;

(f) Buyer is not an electric company, electric utility, generation company, aggregator, supplier, energy marketer, power marketer, power broker, energy broker or otherwise regulated under applicable law as a similar entity arranging the supply of energy or energy products for third parties.

(g) Buyer is Creditworthy.

(h) Buyer's representations and warranties include those on Annex A.

7.3 Specific Representations and Warranties of Seller. Seller represents and warrants to Buyer as of the date of this Agreement that:

(a) The System does not infringe on any third party's intellectual property; and

(b) (i) it has taken all required actions, if any, necessary to comply with the Public Utility Holding Company Act of 2005, as amended; and (ii) it is not an electric utility subject to the rate regulation by any Governmental Authority.

8. Exclusion of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WHICH INCLUDES THE INSTALLATION WORK, SYSTEM OPERATIONS AND PERFORMANCE PROVIDED BY SELLER, NO OTHER WARRANTY TO BUYER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE NOT CONTEMPLATED UNDER THIS AGREEMENT OF THE SYSTEM OR ANY OTHER SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY SELLER. TAXES AND GOVERNMENTAL FEES. Seller shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System. Seller shall not be obligated for any taxes payable by or assessed against Buyer based on or related to Buyer's overall income or revenues, as applicable. Buyer is responsible for any and all taxes assessed on the generation, sale, delivery, or consumption of Delivered Energy or Credits.

## 9. FORCE MAJEURE.

9.1 Definition. "Force Majeure" means any act or event that prevents a Party from performing its obligations in accordance with the Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of such Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the following conditions, "Force Majeure" shall include acts of God or the public enemy; war; hostilities; riots; terrorism; fires or explosions, floods, earthquakes, volcanic eruptions, tornados, hurricanes or designated storms per the National Weather Service (<https://www.weather.gov/>) or other natural catastrophes; epidemic and/or pandemic, including "COVID-19"; a Governmental Authority's actions or failure to act; a utility's actions or failure to act; or any event of force majeure under the Interconnection Procedures.

9.2 Excused Performance. Except as otherwise specifically provided in the Agreement, a Party shall not be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure; *provided* that such Party, shall as soon as reasonably practical (i) notify the other Party in writing of the existence of the Force Majeure,

(ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

9.3 Termination in Consequence of Force Majeure. If a Force Majeure shall have occurred that has affected Seller's performance of its obligations hereunder and that has continued for a continuous period of ninety (90) days or more, then Seller shall be entitled to terminate the Agreement. Upon such termination for a Force Majeure, Buyer shall be responsible for making any and all payments up to the start of such Force Majeure event.

## 10. DEFAULT.

### 10.1 Seller Defaults and Buyer Remedies.

(a) Seller Defaults. The following events shall be defaults with respect to Seller (each, a "Seller Default"):

(i) Except as otherwise expressly permitted in this Agreement, Seller terminates this Agreement before the end of the Term;

(ii) Seller is in breach of any representation or warranty or fails to perform any material obligation as set forth in this Agreement and (A) if such breach or failure can be cured within thirty (30) days after Buyer's notice of such breach or failure and Seller fails to so cure, or (B) Seller fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed; or

(iii) A Bankruptcy Event occurs with respect to Seller.

(b) Buyer's Remedies. If a Seller Default described in Section 10.1(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Article 11, Buyer may terminate this Agreement and exercise any other remedy it may have at law or equity or under this Agreement; provided, however, that no termination shall be effective under this Section 10.1(b) unless: (i) Buyer has delivered to Seller a notice of its intent to terminate this Agreement, which such notice shall describe the Seller Default that has occurred and is continuing ("Buyer Termination Notice"); (ii) sixty (60) days have passed since Seller's receipt of the applicable Buyer Termination Notice; and (iii) Seller has not cured the Seller Default set forth in the applicable Buyer Termination Notice as of the time of termination. In the event of a termination under this Section 10.1(b), Buyer shall use reasonable efforts to mitigate its damages. Buyer shall not be required to pay any Termination Fee for exercising its rights under Section 10.

### 10.2 Buyer Defaults and Seller's Remedies.

(a) Buyer Default. The following events shall be defaults with respect to Buyer (each, a "Buyer Default"):

(i) Except as otherwise expressly permitted in this Agreement, Buyer terminates this Agreement before the end of the Term;

(ii) Buyer fails to make any payment when due in accordance with Section 5 and such nonpayment is not cured within fifteen (15) days thereof;

(iii) Buyer breaches any representation or warranty or any material term of the Agreement and (A) if such breach can be cured within thirty (30) days after Seller's notice of such breach and Buyer fails to so cure, or (B) Buyer fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed; or

(iv) A Bankruptcy Event occurs with respect to Buyer.

(b) Seller's Remedies. If a Buyer Default described in Section 10.2(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Article 11, Seller may exercise the following

rights and remedies, each of which shall be cumulative of and shall be in addition to every other right or remedy provided for in this Agreement, and the exercise of any one or more of which shall not preclude the simultaneous or later exercise by Seller of any other rights or remedies provided for in this Agreement:

(i) terminate this Agreement, and, at Seller's option, sell Buyer's Allocated Percentage to one or more persons other than Buyer, and recover from Buyer any loss in revenues resulting from such sales (less revenue received by Seller from selling Buyer's Allocated Percentage to others); *provided* that, in the event of such termination, Seller shall use reasonable efforts to mitigate its damages;

(ii) terminate this Agreement and collect the Termination Fee; or

(iii) exercise any other remedy it may have at law or equity or under the Agreement.

## 11. LIMITATIONS OF LIABILITY.

11.1 Subject to the limitations in Section 11.2 below, the Parties agree to indemnify, defend, and hold the other Party harmless from and against any damages or Losses directly attributable to a material breach of the Party's obligations under the Agreement that are found to be due to the Party's gross negligence or willful misconduct.

11.2 Except for the Parties' indemnity obligations under Section 11.1 above with respect to third party claims, any breach of Section 13 and as permitted under Section 10.2(b), the Parties will not be liable to the other Party for general, special, punitive, exemplary, indirect, incidental or consequential damages arising from or out of this Agreement. The total liability of Seller to Buyer under this Agreement will in no event exceed the aggregate of all Payments made by Buyer under this Agreement during the preceding twelve (12) months; provided, however, that the foregoing limitation on a party's maximum liability does not apply with regard to any claims related to property damage or personal injury caused by gross negligence or willful misconduct, indemnity obligations or breach of confidentiality.

11.3 In the event of a Seller Default or a Buyer Default, the non-defaulting Party shall take reasonable commercial efforts to minimize losses that it may incur.

## 12. ASSIGNMENT.

12.1 Assignment by Seller. Seller may assign this Agreement along with all of Seller's rights and obligations to any Affiliate without prior written notice, for any purpose, including in the event of an acquisition, corporate reorganization, merger or sale of substantially all of its assets to another entity, or assignment of this Agreement as collateral security in connection with any financing of the System (including pursuant to a tax equity transaction). In the event that Seller identifies such secured Lender, then Buyer shall comply with the provisions set forth in Exhibit A to this Agreement. Any Lender shall be an intended third-party beneficiary of this Section 12.1. Seller shall notify Buyer of any assignment under this Section 12.1 within thirty (30) days following the date of the assignment.

12.2 Acknowledgment of Collateral Assignment. In the event that Seller identifies a secured Lender, then Buyer hereby:

(a) acknowledges and agrees to the collateral assignment by Seller to the Lender, of Seller's right, title and interest in, to and under the Agreement, as consented to under Section 12.1 of the Agreement;

(b) acknowledges and agrees that the Lender as such collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to Seller's interests in this Agreement;

(c) acknowledges and agrees that it has been advised that Seller has granted a first priority perfected security interest in the System to the Lender and that the Lender has relied upon the characterization of the System as personal property, as agreed in this Agreement in accepting such security interest as collateral for its financing of the System; and

(d) agrees to execute a consent agreement or estoppel certificate in a form reasonably satisfactory to Buyer within ten (10) days after a request by Seller.

Any Lender shall be an intended third-party beneficiary of this Section 12.2.

### 12.3 Assignment by Buyer.

(a) Buyer shall not assign this Agreement or any interest herein, without the prior written consent of Seller; provided, however, that Seller shall not unreasonably withhold, condition or delay its consent for Buyer to change the Retail Service Address for which the Credits will apply to another eligible Retail Service Address that is eligible under the Program to subscribe to the System, nor shall Seller unreasonably withhold, condition or delay its consent for Buyer to sell or transfer its interest or a fractional interest in this Agreement to another party with a credit rating that is equivalent or better than Buyer's and who agrees to comply with and assume all provisions under this Agreement (including, for the avoidance of doubt, pricing terms) and meets the requirements under Section 12.3(b). Such transfer shall be treated as a contract novation from the Buyer to the new party assuming Buyer's responsibilities under this Agreement. In accordance with this Section 12.3, Buyer may transfer any fraction of its interests in this Agreement up to and including the full Buyer's Allocated Percentage which would represent a full assignment.

(b) Buyer's request for Seller's consent to any proposed change or assignment as contemplated in Section 12.3(a) shall be in writing and furnished to Seller at least thirty (30) days prior to the proposed effective date of such change or assignment, which request must include: (i) Buyer's name and mailing address; (ii) the current Retail Service Address; (iii) the new Retail Service Address (if applicable); (iv) the name of the individual or entity to whom Buyer is requesting to assign this Agreement (if applicable) and the consideration (if any) proposed to be provided to Buyer for such assignment; and (v) the proposed effective date of such proposed change or assignment. In the case of any assignment of this Agreement in whole or in part to another individual or entity, (i) such assignee's Retail Service Address shall be located within the Utility's service territory as the System, (ii) such assignee shall be Creditworthy, (iii) Buyer shall reimburse Seller for Seller's reasonable, documented transaction costs associated with such assignment, (iv) such assignee shall execute a novation agreement of this Agreement which shall specifically include the representations and warranties set forth in Section 7.2 and a representation and warranty that such assignee is Creditworthy, and (v) such assignment shall be effective upon the later to occur of (A) the proposed effective date of such assignment and (B) the date upon which the Utility shall have approved such assignment.

(c) Upon any assignment of this Agreement pursuant to this Section 12.3, Buyer will surrender all right, title and interest in and to the portion of this Agreement that has been assigned. Any purported assignment in contravention of this Section 12.3 shall be of no force and effect and null and void ab initio. No assignment will extend the Term of this Agreement.

(d) If Buyer terminates its retail electric service with the Utility or moves outside of the Utility's service territory without first transferring Buyer's Allocated Percentage to an eligible transferee, Buyer will forfeit its right to receive Credits, but will continue to be responsible for the Payments for accrued Credits under this Agreement until this Agreement is terminated pursuant to the terms in this Agreement.

## 13. CONFIDENTIALITY.

13.1 It may become necessary during the course of this Agreement for one Party to disclose to the other Confidential Information. Any Confidential Information of a Party (the "Disclosing Party") which is disclosed to or otherwise received or obtained by the other Party (the "Receiving Party") incident to this Agreement shall be held in confidence, and, except as otherwise permitted herein or otherwise directed in writing by the Disclosing Party, the Receiving Party shall not copy, reproduce, remanufacture, publish or otherwise disclose any Confidential Information to any Person for any reason or purpose whatsoever, except to those of its Representatives (defined below) that have a bona fide need to know such Confidential Information pursuant hereto, or use any Confidential Information for its own purposes or for the benefit of any Person except in connection with the performance of its duties hereunder, without the prior written approval of the Disclosing Party. Without limiting the generality of the foregoing, each Party shall observe the same safeguards and precautions with regard to Confidential Information, which such Party observes with respect to its own information of the same or similar kind. The obligation to provide confidential treatment to Confidential Information shall not be affected by the inadvertent disclosure of Confidential Information by either

Party. For purposes of this Section 13, “Representatives” means the Receiving Party’s or any of its Affiliates’ respective shareholders, members, directors, managers, officers, employees, financing sources, potential financing sources and attorneys.

#### 14. MISCELLANEOUS.

14.1 Survival. Cancellation, expiration, or earlier termination of this Agreement shall not relieve the Parties of obligations, including representations, warranties, remedies, or indemnities that, by their nature, should survive such cancellation, expiration, or termination, which obligations shall survive for the period of the applicable statute(s) of limitation.

14.2 Goodwill and Publicity. Seller agrees not to disclose any Buyer information in connection with Seller’s marketing and promotional materials without prior written consent of Buyer. Both parties agree not to use the other party’s name, logo, trademark, trade name, service mark, or other intellectual property in any marketing or promotional materials without the prior written consent of the other party. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use and to help ensure that Environmental Attributes will be certified by Green-e® or a similar organization, Buyer shall submit to Seller for approval any press releases regarding the Agreement and shall not submit for publication any such releases without the prior written approval of Seller.

14.3 Entire Agreement. The Agreement (including the Annex, Exhibits and Schedules hereto) constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior contracts or agreements with respect to the subject matter hereof. There are no agreements, understandings, representations or warranties between the Parties other than those set forth herein and in the Agreement.

14.4 Amendments and Modification. Except as expressly provided in Section 4.1, this Agreement may be amended, supplemented or modified only by a written instrument duly executed by each Party. In the event any provision of this Agreement would, in the reasonable judgment of Seller, be reasonably expected to result in Seller’s non-compliance with any provision in the Program (as the same may be amended or revised from time to time), the Parties shall exercise commercially reasonable efforts to negotiate an amendment to this Agreement to conform the applicable provision(s) of this Agreement to the applicable provisions in the Program.

14.5 Industry Standards. Except as otherwise set forth herein, for the purpose of the Agreement the normal standards of performance within the solar photovoltaic power generation industry in the United States shall be the measure of whether a Party’s performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

14.6 No Waiver. Any provision of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by any Party of any provision of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other provision of this Agreement on any future occasion, and, unless otherwise set forth in this Agreement, no failure or delay on the part of any Party in exercising any rights, powers or remedies under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other right, power or remedy thereunder. Failure on the part of a Party to complain of any act of any Party or to declare any Party in default, irrespective of how long such failure continues, will not constitute a waiver by that Party of its rights with respect to that default. Subject to Section 11, all remedies, either under this Agreement or by law or in equity, shall be cumulative and not alternative.

14.7 Relationship of the Parties. Nothing contained in this Agreement will be construed as constituting a joint venture or partnership between the Parties. Neither Seller nor Buyer shall have any authority to enter into agreements of any kind on behalf of the other Party and shall not have the power or authority to bind or obligate the other Party in any manner to any third party. Seller and Buyer shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

14.8 Governing Law. This Agreement shall be governed by and construed in accordance with laws of the Governing Law State, without reference to choice of laws that would require the application of the law of another jurisdiction. All actions or proceedings arising in connection with this Agreement may be tried and litigated in the

state or federal courts located in the Governing Law State. Each Party hereby waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section, and stipulates that the courts identified in this paragraph shall have *in personam* jurisdiction over each of them for the purpose of litigating any such dispute, controversy, or proceeding. Each Party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this Section 14.8 by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in Section 14.12. Nothing herein shall affect the right of any Party to serve process in any other manner permitted by law.

14.9 Severability. Subject to Section 14.4, if any provision contained herein is invalid, illegal or unenforceable in any respect under any Applicable Law or decision, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way. The Parties shall so far as practicable execute such additional documents in order to give effect to any provision hereof which is determined to be invalid, illegal or unenforceable.

14.10 Successors and Assigns. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.

14.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement. Signatures delivered by facsimile or portable document format (pdf) shall be deemed to be original signatures.

14.12 Notices. Any notice to be given hereunder shall be in writing and shall be delivered by hand (including by express courier against written receipt) or sent by registered prepaid first class mail, overnight courier or by facsimile copy to the persons or addresses specified below (or such other person or address as a Party may previously have notified the other Party in writing for that purpose). A notice shall be deemed to have been served when delivered by hand at that address or received by facsimile copy, or, if sent by registered prepaid first class mail or overnight courier as aforesaid, on the date delivered. In addition, either Party may provide notice or other formal communications under this Agreement by e-mail to the addresses below (and if more than one address is listed for a Party, then notice must be given to all addresses listed for such Party for notice to be effective) with such notice effective one (1) Business Day after sending (unless the sender receives an automatically-generated notice that such message was undeliverable, whereby such notice shall not be deemed effective). The names and addresses for the service of notices referred to herein are:

Buyer:  
PALATINE PUBLIC LIBRARY DISTRICT  
  
700 N North Ct. Palatine IL 60067  
Attn: Greg Szczyzesny  
Title: Facilities Manager  
Email: gszczesny@palatinelibrary.org

Seller:  
Nautilus Community Solar, LLC  
  
c/o Nautilus Solar Energy, LLC  
Address 396 Springfield Avenue, Suite 200,  
Summit NJ 07901  
Attn: General Counsel  
Email: legal@nautilussolar.com

With a copy to  
□

**Financing Party:**

[To be provided by Seller when known]

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the day and year first above written.

“SELLER”:

By: \_\_\_\_\_

Name:

Title:

“BUYER”:

By: \_\_\_\_\_

Name:

Title:



## ANNEX A

### 1. DEFINITIONS.

1.1 Definitions. In addition to other terms specifically defined elsewhere in the Agreement, where capitalized, the following words and phrases shall be defined as follows:

“Adjusted Annual Expected Performance Output” means the difference between (i) the Annual Expected Performance Output multiplied by the Annual Insolation Factor and (ii) the Excused Output.

“Affiliate” of a Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with the first Person. For purposes of this definition, “control” of a Person means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests) of such Person, whether by contract or otherwise.

“Agreement” means this Credit Purchase Agreement and this Annex, exhibits and schedules hereto.

“Annual Actual Insolation” means for each year during the Term, the annual actual insolation in units of kWh/m<sup>2</sup> measured using the on-site DAS or if no on-site pyranometer exists using reference location agreed to by the Parties in their reasonable discretion.

“Annual Expected Insolation” means for each year during the Term, the expected insolation in units of kWh/m<sup>2</sup> at the Site calculated using PVSYST modeled with meteorological parameters

“Annual Expected Performance Output” has meaning as defined in Section 3.3(a).

“Annual Insolation Factor” means for each year during the Term, the Annual Actual Insolation divided by the Annual Expected Insolation for a specific year

“Applicable Law” means any laws, statutes, ordinances, regulations, rules, notice requirements, Governmental Approval requirements, court orders, treaties or other international agreements, agency guidelines, principles of law, including the common law, and orders of any Governmental Authority.

“Bankruptcy Event” means with respect to a Party, that either: (i) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) failed to controvert in a timely and appropriate manner, or acquiesced in writing to, any petition filed against such Party in an involuntary case under any bankruptcy law; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing; or (ii) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) days.

“Business Day” means any day other than a Saturday, Sunday or any other day on which banks in Illinois are authorized or obligated to close.

“Buyer Default” has the meaning set forth in Section 10.2(a).

“Buyer Termination Notice” has the meaning set forth in Section 10.1(b).

“Buyer’s Account Information” means the Retail Service Address and Buyer’s account number associated with the Retail Service Address, as set forth in Schedule 1.

“Buyer’s Allocated Percentage” means Buyer’s allocated portion, stated as a percentage, of the Delivered Energy in a given month, as set forth in Schedule 1.

“Commercial Operation” means that the System: (i) has been fully constructed in accordance with Applicable Law, (ii) is fully operational and generating electricity at full capacity on a commercial basis, (iv) has been interconnected to the Utility’s electric distribution system and (v) has received all Government Approvals required to operate and generate electricity.

“Commercial Operation Date” means the date on which the System achieves Commercial Operation, as notified in writing by Seller to Buyer within ten (10) Business Days after the Commercial Operation Date.

“Confidential Information” includes without limitation: (i) information concerning in any respect the business, products or services, business plans, methods, or strategies, financial information, advertising, promotional and marketing plans and strategies, customers, suppliers, employees, contractors and alliances, any proprietary, patented, licensed, copyrighted or trademarked information, technical information regarding the financing, design, operation and maintenance of the System, and/or technology and hardware and software systems (whether owned or under license) of Discloser or its Affiliates; and (ii) third party information that Discloser is obligated to keep confidential, whether disclosed prior to or after the date of the Agreement, whether such information is disclosed orally, in writing or electronically, and whether or not specifically marked or confirmed as “confidential” or “proprietary”.

“Contract Year” means each consecutive 12-month period commencing on the Commercial Operation Date.

“Credit”, means the monetary value of the Delivered Energy commensurate with Buyer’s Allocated Percentage, as calculated pursuant to the Program, and (x) credited to Buyer by the Utility on its monthly invoice for electric service at the Retail Service Address or (y) transferred to Buyer by Seller after being issued to Seller by the Utility, in each case, in accordance with the Program; and excluding, for the avoidance of doubt, any Solar Incentives or Environmental Attributes; provided, however that Seller shall be entitled in its sole discretion to transfer the Environmental Attributes from the System to the Utility in accordance with the Program rules, in order to have the Credits include the value associated with said Environmental Attributes.

“Creditworthy” means, if a non-governmental entity, a long-term credit rating (corporate or long-term senior unsecured debt) of, or, if a governmental entity, a general obligation bond rating of (a) Ba1 or higher by Moody’s, (b) BB- or higher by Fitch IBCA, or (c) BB- or higher by Standard and Poor’s; or, for non-governmental entities not rated by Moody’s, Fitch IBCA, or Standard and Poor’s (d) BB- or higher by D&B credit report, an equivalent credit rating as determined by Seller through review of such non-governmental entity’s (x) most recent three (3) years of audited financial statements with notes, or, if such audited financial statements are not available, (y) Buyer’s most recent three (3) years of unaudited financials (prepared by an external accountant, if available) including income and cash flow statements, a balance sheet, and accompanying notes, if any, for each.

“Credit Value” shall be calculated by Seller in its sole discretion and shall be determined by reference to the relevant Program, for the relevant Billing Period.

“Delivered Energy” means the amount of photovoltaic energy generated by the System and delivered to the Utility as measured at the Production Meter, net of any energy consumed by the System as delivered by the Utility.

“Environmental Attributes” means, without limitation, carbon trading credits, Renewable Energy Certificates or credits, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products.

“Excused Output” means the kWh’s during the relevant calendar year that Seller was unable to produce from the System due to the following reasons: (i) to Force Majeure; (ii) an emergency situation that threatens injury to persons or property that was not a result of the acts or omissions of Seller; or (iii) the System being prevented from operating, or having its operations diminished or curtailed, due to the acts or omissions of Buyer or Utility.

“Force Majeure” has the meaning set forth in Section 9.1.

“Governing Law State” means the State of Illinois.

“Governmental Approval” means all applicable construction, land use, air quality, emissions control, environmental and other permits, licenses, and approvals from any Governmental Authority required under Applicable Law for construction, ownership, operation and maintenance of the System or for participation in Program.

“Governmental Authority” means any (a) federal, national, provincial, state, regional, local, municipal or other government, governmental or public department, central bank, court, tribunal, arbitrator, commission, board, bureau or agency, (b) subdivision, agent, commission, board or authority of any of the foregoing, or (c) any regulatory authority, agency, commission or board of any federal, national, provincial, state, regional, municipal, local or other government.

“Installation Work” means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Seller at the Site.

“Interconnection Obligations” has the meaning set forth in Section 6.1(c).

“Interconnection Procedures” has the meaning set forth in Section 6.1(c).

“Interest Rate” means a rate per month equal to the lesser of (a) two percent (2%) and (b) the maximum rate allowed by Applicable Law.

“Invoice Date” has the meaning set forth in Section 5.2.

“kWh” means kilowatt-hour, a measure of energy.

“kWh Rate” means ninety percent (90%) of the Credit Value for that Billing Period.

“Lender” means, any Person who has made or will provide financing to Seller (or an Affiliate of Seller) with respect to the System.

“Losses” means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys’ fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation).

“Party” or “Parties” has the meaning set forth in the preamble.

“Payment” has the meaning set forth in Section 5.1.

“Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

“Production Meter” means the revenue quality meter installed, operated and maintained by the Utility to measure electricity generated by the System.

“Program” means the program that provides for the creation and allocation of monetary Utility bill credits pursuant to the Illinois Power Agency Act and other rules promulgated by the Illinois Power Authority in furtherance of the Illinois Power Agency Act.

“PVSYST” means a technical software program that uses third party meteorological data to design, simulate and model photovoltaic system generation.

“Qualified Third Party” means a Person with at least 25 megawatts (MW) of community or distributed solar, or at least 400 MW of utility scale solar in operation.

“Renewable Energy Certificate” or “REC” means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy project, and excluding, for the avoidance of doubt, the Solar Incentives and the Credits.

“Retail Service Address” is each address at which Buyer receives retail electric service from the Utility, as set forth in Schedule 1.

“Seller” has the meaning set forth in the preamble.

“Seller Default” has the meaning set forth in Section 10.1(a).

“Site” means the physical location where the System is to be constructed.

“Site Restrictions” means those requirements or limitations related to the Site as may be set forth in a lease, if applicable, or by any association or other organization, having the authority to impose restrictions.

“Solar Incentives” means any accelerated depreciation, installation or production-based incentives, investment tax credits and all other solar or renewable energy subsidies and incentives.

“System” means the integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, more specifically described in Schedule 1 that generates electricity that satisfies all applicable requirements established by the Program.

“System Operations” means Seller’s operation, maintenance and repair of the System performed in accordance with the requirements herein.

“Term” has the meaning set forth in Section 2.1.

“Termination Fee” means a fee payable by Buyer resulting from a Buyer Default or Buyer’s termination of this Agreement in a given year before the end of the Term, equal to the amount specified on Schedule 2.

“Utility” means the distribution company set forth on Schedule 1.

2. ADDITIONAL PROVISIONS

**Term number of years (Section 2.1):** Twenty-five 25 years

**Buyer Representation (Section 7.2):** Buyer represents and warrants to Seller that its Annual Expected Performance Output is not expected to be more than its historic average annual consumption.

**Seller's and Buyer's Respective Rights to Environmental Attributes and Solar Incentives (Section 3.4)** Buyer disclaims any right to Solar Incentives or Environmental Attributes, and shall, at the request of Seller, execute any document or agreement reasonably necessary to fulfill the intent of the foregoing. Buyer agrees not to make any statement contrary to Seller's or, if applicable, the Utility's ownership of all Environmental Attributes and Solar Incentives associated with the System.

## **EXHIBIT A**

### **Certain Agreements for the Benefit of the Financing Parties**

1. **Lender Conditions.** In order to finance the development and operation of the System, Seller may borrow money from a Lender (as defined in the Agreement). Buyer acknowledges that Seller may finance the acquisition, development, installation, operation and maintenance of the System with financing or other accommodations from one or more financial institutions and that Seller's obligations to the Lender may be secured by, among other collateral, a pledge or collateral assignment of the Agreement and a first priority security interest in the System (collectively, the "**Security Interest**"). In order to facilitate the necessary financing, Buyer consents to Seller's granting to the Lender the Security Interest.

Buyer acknowledges and agrees that: (i) Buyer and all of Buyer's rights under the Agreement are and will be subject and subordinate to the Security Interest (and as later modified by any and all renewals, modifications, supplement, amendments, consolidations, replacements, substitutions, additions, and extensions); and (ii) no amendment or modifications of the Agreement is permitted without the Lender's written consent.

2. **Lender's Default Rights.** If Seller defaults under the financing documents with the Lender, the following provisions apply:
  - A. The Lender, through its Security Interest, will be entitled to exercise any of Seller's rights and remedies under the Agreement. The Lender will also be entitled to exercise all rights and remedies of secured parties generally with respect to the Agreement and the System.
  - B. The Lender will have the right, but not the obligation, to pay all sums due from Seller under the Agreement and to perform any other act, duty, or obligation required of Seller, and to cure any default by Seller in the time and manner provided by the terms of the Agreement. Nothing requires the Lender to cure any default by Seller (a "**Seller Default**") under the Agreement, to perform any act, duty or obligation of Seller under the Agreement, unless the Lender has succeeded to Seller's rights under the Agreement, but Buyer hereby gives Lender the option to do so.
  - C. If the Lender exercises its remedies under the Security Interest in the System, including any sale by the Lender, whether by judicial proceeding or under any power of sale, or any conveyance from Seller to Lender (or its assignee) in lieu of sale, the Lender will give Buyer notice of the transfer or assignment of the Agreement. If Lender exercises these remedies, it will not constitute a default under the Agreement, and will not require Buyer consent.
  - D. Upon any rejection or other termination of the Agreement under any process undertaken with respect to Seller under the United States Bankruptcy Code, Buyer agrees to enter into a new agreement with Lender or its assignee under substantially the same terms as the Agreement if Lender so requests within ninety (90) days of the termination or rejection of the Agreement.
  - E. At Seller's request, Buyer agrees to execute and deliver to Lender and Seller such acknowledgment and consent as may be required by Lender and in which Buyer acknowledges and confirms that the legal and beneficial ownership of the System remains in Seller, or its affiliate, and that the System is the property of Seller, or its affiliate.
3. **Lender's Right to Cure.** Regardless of any contrary terms in the Agreement:
  - A. Buyer will not terminate or suspend the Agreement unless Buyer has given the Lender prior written notice of Buyer's intent to terminate or suspend the Agreement describing the event giving rise thereto, including any alleged Seller Default, and provide the Lender with the opportunity to cure any such Seller Default within sixty (60) days after such notice or any longer period provided for in the Agreement. If the Seller Default reasonably cannot be cured by the Lender within the period established under the Agreement, and the Lender commences and continuously pursues the cure of such Seller Default within that period, the period for cure will be extended for a reasonable period of time under the circumstances, but not to exceed an additional

thirty (30) days. Seller's and Buyer's respective obligations will otherwise remain in effect during the cure period.

- B. If the Lender or its lawful assignee (including any buyer or transferee) acquires title to or control of Seller's assets and within the applicable time period cures all defaults under the Agreement existing as of the date of such change in control in the manner required by the Agreement and which are capable of cure by a third party, then the Lender or such third party buyer or transferee will no longer be in default under the Agreement, and the Agreement will continue in full force and effect.
- C. At the request of Lender and/or its assignee, Buyer agrees to execute and deliver any document, instrument, or statement (but not including any payment) required by law or otherwise as reasonably requested by Lender or its assignee in order to create, perfect, continue, or terminate the security interest in favor of Lender in all assets of Seller, and to secure the obligations evidenced by the Security Interest.

## **SCHEDULE 1**

### **Description of System**

**System Name:** KA04

**Total System Size:** 7512 kWdc

**Location:** 3871 North 5500 East Road, Bourbonnais IL 60914

**Expected Commercial Operation Date:** May 30<sup>th</sup>, 2025

**Utility:** Commonwealth Edison

**Account number:** 4201605264

**Meter Numbers:** 230154906 ; 230155545

**Account's Expected annual usage** 1,650,700kWh ;

**Account's Expected Utility Spend:** \$100,700

**Buyer's Estimated Allocation Percentage:** 10%

**Estimated YR1 Allocation:** 1,139,928kWh

\* Seller agrees that if the Annual Expected Performance Output for Year of System Term 1 listed in Schedule 3 increases by more than 5% after execution of this Agreement, Seller shall adjust the Buyer's Allocated Percentage for each site listed in Schedule 1.

## **SCHEDULE 2**



**Termination Fee**

Year of System Term	Buyer's Allocated Percentage**	Termination Fee	Year of System Term	Buyer's Allocated Percentage**	Termination Fee
1*	10%	\$15,024	14	10%	0
2	10%	\$15,024	15	10%	0
3	10%	\$15,024	16	10%	0
4	10%	\$15,024	17	10%	0
5	10%	\$15,024	18	10%	0
6	10%	\$15,024	19	10%	0
7	10%	\$15,024	20	10%	0
8	10%	\$15,024	[21]	10%	0
9	10%	\$15,024	[22]	10%	0
10	10%	\$15,024	[23]	10%	0
11	10%	0	[24]	10%	0
12	10%	0	[25]	40%	0
13	10%	0			

\* For the purposes of the table Term year 1 shall commence on the Commercial Operation Date

\*\* The Termination Fee is based on the Buyer's Allocated Percentage at the time of termination. The Termination Fee listed as of the date of this Agreement is based on Buyer's Allocated Percentage on the date of this Agreement.

**SCHEDULE 3**

**Annual Estimated (10% Commercial) Production Output**

Year of System Term	Annual Expected Performance Output (kWh)	Year of System Term	Annual Expected Performance Output
1*	1,139,928	14	1,040,441
2	1,131,949	15	1,033,158
3	1,124,025	16	1,025,926
4	1,116,157	17	1,018,745
5	1,108,344	18	1,011,614
6	1,100,585	19	1,004,532
7	1,092,881	20	997,501
8	1,085,231	21	990,518
9	1,077,634	22	983,584
10	1,070,091	23	976,699
11	1,062,600	24	969,862
12	1,055,162	25	963,073
13	1,047,775		

\* For the purposes of the table Term year 1 shall commence on the Commercial Operation Date

\*\* Expected Output to be adjusted at final mechanical completion

## 2—Library Cards and Accounts

A library card account is established for each registered member according to the provisions of this policy. A valid library card entitles the registered member to receive services including checkout of materials and participation in or registration for programs and events at the Library. All registered members are solely responsible for ~~all~~ materials borrowed and services obtained on their library card.

### 2-1 District Residents

A Palatine Public Library District library card is issued without charge to an individual who (1) provides proof of current residency within the District boundaries and (2) agrees to abide by all District policies and procedures, as amended from time to time.

Proof of current residency for persons age 18 and older must include one form of government agency-issued identification including a photo of the resident. If the photo identification does not have the correct current address, a document including a current address is required.

A person living in or registered with a temporary group home or shelter in the Library's service area may provide proof of residency with a letter from the administrator of the facility confirming their registration. A photo ID must also be provided.

Youth under age 18 are issued a library card as noted under provision 2–4.

A valid library card is required for various services provided by the Library District. A valid library card is defined in Appendix 2A.

~~All resident cardholders are required to renew their borrowing privileges by verifying the current address is in the Library's service area at least every three years. Member accounts must have a balance under \$10.00 in order for the card to be renewed.~~ (Revised 5-27-09; Last Revised 4-16-24, Effective 5-1-24)

### 2-2 Nonresidents

An individual residing outside of the District may apply for a District library card when permitted under applicable state laws and regulations, multi-library agreements, and Board action. An applicant for a nonresident library card must (1) provide photo identification and proof of current residency in an eligible area, (2) pay the required annual fee, and (3)

agree to abide by all Library policies and procedures, as amended from time to time.

The annual fee for a nonresident library card is calculated as follows:

1. For a homeowner, the fee will equal the current Equalized Assessed Valuation figure on their residence multiplied by the current combined tax rate of the Palatine Public Library District.
2. For a tenant, the annual fee will equal 15 percent of the monthly rental fee paid on the residence. The renter must provide a copy of the rental lease or a current rent receipt for verification purposes.
3. For nonresident youth, under the age of 18, the fee will be waived. The card will be valid only for the individual.

4. For nonresident disabled veterans and their spouses, the fee will be waived.

For household members living at the same residence as the nonresident library cardholder who has paid the nonresident fee, a library card will be available at no additional charge upon proof of current payment of the annual fee described above and proof of residency at the nonresident address at issue.

Upon completion of registration, the individual will be a nonresident cardholder entitled to all rights and privileges accorded District resident cardholders. A nonresident library card is valid only for 12 months. The nonresident homeowner or tenant and their family members must renew library card registration by presenting their library cards, re-establishing eligibility, and paying the applicable annual fee. No refunds for partial years are issued. (Revised 1-14-09; Last Revised 6-21-22; Effective 7-1-22)

### 2-3 District Property Owners who are Nonresidents

In accordance with 76 ILCS 16/30-55.60, a nonresident who, as an individual or as a partner, principal or stockholder, or other joint owner, owns taxable property within the District or is a senior administrative officer of a firm, business, or other corporation owning taxable property within the District, may obtain one library card for that parcel of property at no charge.

An applicant for a nonresident property owner library card must (1) present the most recent tax bill upon the taxable property and (2) agree to

abide by all Library policies and procedures, as amended from time to time.

The library card shall be issued in the name of one qualifying person, and not a corporation or other entity. No additional owner, employee, or family member cards shall be issued.

Upon completion of registration, the individual shall be a nonresident cardholder entitled to all rights and privileges accorded District resident cardholders. A nonresident library card shall be valid for 12 months. To continue receiving cardholder services, the nonresident property owner must renew library card registration annually by presenting their library card and re-establishing eligibility. (Reapproved 1-14-09; Last Revised 6-21-22; Effective 7-1-22)

#### 2-4 Youth

Library cards are available to individuals of all ages. Youth access to specific library services, as well as the right to privacy, is governed by Board policy and any applicable laws.

A child under the age of 18 may become a cardholder only with the written consent of the applicant's custodial parent, legal guardian, or legal foster parent. The parent or guardian's identification and proof of residency may be accepted if the child does not have the required identification. Children under age 14 need not be physically present when a parent, legal guardian, or legal foster parent applies for a library card on the child's behalf.

The parent or guardian is fully responsible for the account of the cardholder under 18 years of age. Parents have the right to revoke the child's library card up to the age of 18. (Last Revised 2-18-20; Effective 3-1-20)

#### 2-5 Reciprocal Borrowers

Borrowing privileges are extended to individuals who are valid cardholders of other Illinois libraries in conjunction with the statewide reciprocal borrowing agreement upon completion of registration with the District.

Borrowing of District materials is permitted when an individual agrees to abide by all District policies and procedures, as amended from time to time, and either is already a member in good standing at a CCS (Cooperative Computer Services) consortium library or (1) provides proof, including a photo, of identity as the cardholder listed on the library card and (2) establishes good standing as a library cardholder at their home library.

Reciprocal borrowers are limited in their access to certain services and materials, as set forth in Appendices 2A and 2C. (Last Revised 8-18-20; Effective 9-1-20)

## 2-6 Business Library Cards

Businesses and not-for-profit organizations located in the District service area are eligible to receive one business library card upon annual presentation of (1) the owner's or manager's personal photo identification and (2) the business's current tax bill, lease agreement, or utility bill. The person whose name appears on the card will be responsible for all resources checked out and any charges assessed to the card. Business cards are valid for one year and may be renewed upon presentation of the aforementioned documents.

The business library card may not be used at other libraries. Business library cards from other libraries are not honored for purposes of reciprocal borrowing. (Revised 5-27-09; Last Revised 8-18-20; Effective 9-1-20)

## 2-7 Staff Cards

A Library card is issued to each employee upon employment at the Library. These cards are for use only at Palatine Public Library District facilities and may not be used for reciprocal borrowing. Staff who already have a Palatine Library card will be given a staff designation.

When an employee leaves the Library, their staff designation will be removed, or the card will be revoked if they do not live in the Library's service area. (Approved 10-11-12; Last Revised 8-18-20; Effective 9-1-20)

## 2-8 Misrepresentation of Eligibility

Any person who misrepresents their identity, address, or other relevant information in attempting to obtain or to use a library card will forfeit their eligibility for a District library card, extended access privileges, and reciprocal borrowing privileges for up to three years. Such forfeiture of eligibility may be authorized by the Executive Director or designee. Individuals have a right to request a hearing before the Board of Library Trustees to appeal this decision. Sanctions, up to and including prosecution for fraud or theft of library services, may result, as circumstances warrant. (Last Revised 4-16-24; Effective 5-1-24)

## 2-9 Identification of Member

To facilitate member identification, the District takes and maintains a photograph of the cardholder in Library records, ~~to be updated at least every three years.~~

If a member has a photo in the database and that person does not have their library card or any identification at hand, staff may enter the name of the person as listed on the member record. If the photo of that person matches the person present, staff may provide service including checkout of material.

Any cardholder age 14 and older who does not have a photo in the database may be required to present their library card and a valid picture identification with a library card transaction. In such case, the only acceptable forms of identification are those described in provision 2-1. Any cardholder who refuses to provide adequate picture identification will not be permitted to borrow Library materials. Cardholders under age 14 who do not have a photo in library records must have their library cards with them or must be able to reply correctly to one or two qualifying questions about data in their account record in order to check out materials. The Library reserves the right to request additional identification of cardholders before checking out materials. (Last Revised 4-16-24; Effective 5-1-24)

## 2-10 Lost or Stolen Card

Each member is responsible for their own library card. Cardholders are responsible for all resources checked out on their library cards. The library card may be used only by the individual cardholder to whom it is issued unless the cardholder has given written permission for another person to have access to their account for the purpose of checking out materials or managing activity of the account.

Lost or stolen cards must be reported immediately to the Library to prevent unauthorized use. There is no fee for providing such notice. Upon receipt of notice of a lost or stolen library card, the Library will invalidate the library card number. Any resources lent following receipt of such notice will be the responsibility of the Library and not of the member.

Unauthorized use of another's library card may be considered fraud or theft. Further action may be taken by the Library as circumstances warrant. A cardholder who lends their card to a District nonresident to obtain library services to which he or she is not entitled may have their cardholder privileges suspended for a period of up to three years. (Reapproved 5-27-09; Last Revised 6-21-22; Effective 7-1-22)

## 2-11 Replacement Cards

Members may request a new card to replace a lost or stolen card at no charge. Member accounts must have a balance under \$10.00 in order for the card to be replaced. (Reapproved 5-27-09; Last Revised 6-21-22; Effective 7-1-22)

#### 2-12 Permission to Pick Up Materials

Members may permit one or more designated persons to pick up items on hold for them. When a designated person picks up a hold, the items will be checked out on the record of the designated member. (Last Revised 8-18-20; Effective 9-1-20)

#### 2-13 Change in Member Registration Information

Cardholders must notify the District of any changes in name and address.

Use of a resident card after moving outside of the District boundaries is neither lawful nor permitted.

Continued access to Library resources and services may be re-established through nonresident card purchase or registration as a reciprocal borrower, where applicable. (Adopted 12-9-04; Last Revised 8-18-20; Effective 9-1-20)

#### 2-14 Fees and Charges

The Board reserves the right to establish fines, fees, and charges as necessary, including overdue fines; fees for damage to Library material or Library property; fees for failure to return Library material; and charges for meeting rooms or services.

In order to reduce economic barriers to access to library materials and services, and to increase library card adoption and usage, the Library will not charge overdue fines for materials that are returned late.

Current fees and charges are listed in Appendix 2B. The Library uses a materials recovery service to assist in the recovery of overdue materials, fines, and fees.

Fees accrued by District members may be waived by the department manager or designee when, in their judgment, there are mitigating circumstances. It is the goal of the Library to assist members in maintaining valid accounts, as defined in Appendix 2A, so cardholders have access to all services. (Adopted 11-18-81; Last Revised 6-21-22; Effective 7-1-22)



## 2-15 Notices

The Library sets loan periods for return of materials (See Appendix 2C). The Library notifies members ~~by email (for those who have an email address listed in the database)~~ a few days before an item is due and notifies members ~~by email or U.S. mail~~ when items are overdue. These notices are sent as a courtesy to members, and all fees for unreturned materials are due to the Library whether or not the member sees or receives any notice. It is each member's responsibility to return items before or when due. (Approved 10-11-12; Last Revised 6-21-22; Effective 7-1-22)

## 2-16 Extended Access

Extended Access privileges allow residents to utilize library locations during designated unstaffed hours. To obtain Extended Access privileges, users must first register in person at any Palatine Library District location and sign an acceptable use agreement. Users must be at least 16 years of age with a valid library card and balance under \$10.00. Nonresident cardholders, business library cardholders, and reciprocal borrowers are eligible for Extended Access privileges. Extended Access privileges are good ~~with a valid card through the expiration of the library card,~~ as long as the user is not in violation of the acceptable use agreement. (Approved 2-15-22; Effective 3-1-22)

Policy 2 Comprehensive Review: Adopted 4-9-86; Last Revised 4-16-24; Effective 5-1-24.

## **APPENDIX 2A—Certain Rules and Restrictions on the Use of Services and Facilities**

Individuals who are library cardholders in good standing at public libraries participating in the Illinois statewide reciprocal borrowing program may check out materials from the Palatine Public Library District, subject to the same rules and limitations as Palatine ~~Public~~ Library District cardholders. Additional restrictions on materials are listed in Appendix 2C.

Staff may impose additional limits based upon information regarding school assignments. Staff will evaluate and will impose such limits based upon the number of students to be served, the impact on other members' access to the portion of the collection affected, and other relevant factors.

~~Only District cardholders with valid cards, or those holding valid library cards from other CCS (Cooperative Computer Services) consortium libraries, may place hold requests on library materials.~~ Only District cardholders with valid cards may receive interlibrary loan service. A valid card is defined as one that is not expired and has less than \$10.00 in outstanding fines and fees.

~~Because of popular demand,~~ Registration for some programs, including the Summer and Winter Reading Programs, are limited to District cardholders with valid cards.

Computers and maker equipment may be limited by cardholder type. See Appendix 10A for details.

Additional rules and restrictions on the use of services and facilities by individuals who are not District cardholders may be established by staff, subject to the approval of the Executive Director.

(Appendix referenced in Policies 2, 3, and 8. Approved by PPLD Board of Trustees 10-11-06, Last Revised 6-21-22, Effective 7-1-22)

## APPENDIX 2C—Schedule of Loan Periods and Restrictions

<b>Material</b>	<b>Loan Period (Days)</b>	<b>Renewals</b>	<b>Holds*</b>	<b>Resident and CCS Member Limit</b>	<b>Non-CCS Reciprocal Borrower Limit</b>
Print	21	3	yes	no limit	<del>no limit</del>
Hot Picks	14	no	no	5	5
Movies	21	3	yes	no limit	<del>no limit</del>
Movies New	14	3	yes	10	10
CDs & Audiobooks	21	3	yes	no limit	<del>no limit</del>
CDs New	14	3	yes	no limit	<del>no limit</del>
Video Games	14	3	yes	10	10
Equipment & Kits	14	3	yes	5*	0
<b>Maximum</b>			<b>300</b>	<b>300</b>	<b>300</b>
*Non-CCS Reciprocal borrowers may not place holds. check out equipment and kits.					
Loan periods for ebooks, digital audiobooks, and other subscription resources are set by the vendor.					

(Appendix referenced in Policies 2, 3, and 8. Approved by PPLD Board of Trustees 10-4-07; Last Revised 6-21-22, Effective 7-1-22)