



Rantoul Village Board of Trustees
Regular Study Session
September 2, 2025
6:00 PM

Order of Business

1. Call to Order

2. Roll Call

3. Approval of Agenda

4. Public Participation

Citizens wishing to address the Village Board with respect to any item of business listed on the agenda, or any matter not appearing on the agenda, are asked to sign up on the public participation form, and submit it to the Village Clerk prior to the meeting. Comments will be limited to three minutes for each speaker.

5. Items from Trustees

6. Items from the Mayor

- (A) The First 100 Days Address
- (B) Appointment of Lorena Griffin and Atha Winston to the Human Relations Committee
- (C) Appointment of Craig Rogers and John Vasquez to the Police Pension Board
- (D) Appointment of Dan Hutton, Ann Long, and Patty Stoffel to the Tree Commission

7. Items from the Clerk

All Minutes are draft versions until approved during the Regular Board Meeting. The Village is required to post the approved minutes on the website within ten days of approval.

- (A) Minutes of the August 5, 2025 Board Study Session
- (B) Minutes of the August 12, 2025 Board Meeting

8. Items from Human Resources

- (A) Village Career Opportunities

9. Items from Comptroller

10. Items from Police Department

11. Items from Fire Department

12. Items from Community Planning & Development

- (A) Resolution Authorizing and Approving a Development Agreement with KTRM LLC (317 Scott Street)
- (B) Ordinance Amending Article XII of Chapter 10 "Buildings and Building Regulation" of the Rantoul Code, in Connection with Tenant Complaint Process
- (C) Contract for Grant Funded Tree Plantings at Various Locations in the Community with Deem Landscaping, Inc in the amount of \$43,875.00



Rantoul Village Board of Trustees
Regular Study Session
September 2, 2025
6:00 PM

Order of Business

- (D) Resolution Authorizing Application to and in Support of an Illinois Department of Transportation 2025 Safe Routes To School Grant for Eater Junior High - Wabash Avenue

- (E) Downtown Streetscaping Project Update

13. Items from Parks & Recreation

14. Items from the Administrator

- (A) Ordinance Authorizing and Directing the Issuance, Sale, and Delivery of General Obligation Bonds, Series 2025
- (B) Master Service Agreement for Engineering and Consulting Services with Foth Infrastructure & Environment, LLC

15. Items from Public Works

- (A) Purchase of two Circuit Breakers for the Proposed Construction of the New Prospect Substation Project from Grid Solutions, LLC (GE Vernova) in the amount of \$219,670.00, with a contingency of \$10,630.00
- (B) Street Inventory and Automated Distress Survey Results and Motor Fuel Tax Funds Briefing with Engineering & Research International, Inc

16. Items from Counsel

17. Announcements

- (A) **Senior Rambles Trip to Aurthur, IL**
Tuesday, September 9th | 8:30am - 3:30pm
Call 217-893-5703 to Register
- (B) **Rantoul Bike to Work Day**
Wednesday, September 10 | 7:00 - 10:00am
Register at cubikemonth.org
- (C) **Senior Luncheon**
Thursday, September 18 | 11:30am
Rantoul Family Sports Complex
Call 217-893-5703 to Register
- (D) **Medicare 101 with Representative Brandun Schweizer**
Tuesday, September 23 | 9-11:00am
Rantoul Family Sports Complex
Call 217-477-0104 for Information
- (E) **Young Eagles Rally**
Saturday, October 18 | 9-11:00am
Rantoul Aviation Center
Free Airplane Rides for Kids!



**Rantoul Village Board of Trustees
Regular Study Session
September 2, 2025
6:00 PM**

Order of Business

- 18. Items for Closed Session**
- 19. Adjournment**

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Public Participation	DEPARTMENT:
DATE: September 2, 2025	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: The First 100 Days Address	DEPARTMENT: Administration
DATE: September 2, 2025	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Appointment of Lorena Griffin and Atha Winston to the Human Relations Committee	DEPARTMENT: Administration
DATE: September 2, 2025	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Appointment of Craig Rogers and John Vasquez to the Police Pension Board	DEPARTMENT: Administration
DATE: September 2, 2025	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Appointment of Dan Hutton, Ann Long, and Patty Stoffel to the Tree Commission	DEPARTMENT: Administration
DATE: September 2, 2025	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Items from the Clerk	DEPARTMENT:
DATE: September 2, 2025	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Minutes of the August 5, 2025 Board Study Session	DEPARTMENT: Administration
DATE: September 2, 2025	AMOUNT:
ATTACHMENTS: 1. August 5 Study Session Minutes - draft	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**RANTOUL VILLAGE BOARD OF TRUSTEES
REGULAR STUDY SESSION
AUGUST 5, 2025**

LOUIS B. SCHELLING MEMORIAL BOARD ROOM
RANTOUL MUNICIPAL BUILDING, 333 S. TANNER, RANTOUL, IL

A Regular Study Session of the Board of Trustees of the Village of Rantoul was held at at 6:00 P.M. Mayor Hall called the proceeding to order.

Roll Call

The Clerk called the roll, finding the following members were physically present:

Mayor Hall, Trustees Workman, Crider, Wilson, Graham, Robertson and Haines – 7.

The following representatives of Village departments were also present:

Scott Eisenhauer, Administrator; Tony Brown, Police Chief; Chad Smith, Fire Chief; Angela Schultz, Comptroller; Luke Humphrey, Recreation & Parks Director; Chris Milliken; Community Planning and Development; Brian Hunt, Community Development; Tana Ward, Executive Assistant, Audio/Visual and Janet Gray, Village Clerk.

Approval of Agenda

Trustee Robertson moved to approve the agenda. Trustee Crider seconded the motion. On a roll call vote:

YEAS: Robertson, Haines, Workman, Crider, Wilson and Graham – 6.

NAYS: None – 0.

The motion carried 6-0.

Public Participation

Mayor Hall opened the public comment portion of the meeting per the Open Meetings Act. No individuals registered with the Village Clerk prior to the meeting.

Items from the Mayor

- A. The Mayor will have a list of Committee / Commission Appointments at the Board Meeting.

Items from Trustees

- A. Trustee Haines said that Irene Weathersby asked her to inform the citizens that Greater New Light Baptist Church, 1500 Sheppard Place is hosting a Parking Lot Celebration on August 9, 2025 from 3-6 pm. There will be Back to School Supplies, Hot Dogs, Games and Face Painting.

Items from Clerk

- A. Minutes of July 1, 2025 Study Session
- B. Minutes of July 8, 2025 Board Meeting

These minutes will go to the Board for approval.

Items from Human Resources

- A. Village Career opportunities were listed in the Board Packet.

Items from Comptroller

No items to report.

Items from Police Department

No items to report.

Items from Fire Department

- A. The Department requested the approval to sell a 1993 Ford 250 Single Cab pickup truck that is a manual transmission. It is not being used at this time. Another department requested some of the equipment on the truck. They would like to accept sealed bids, show it at the Farm Show, publicize it on the Village's social media and send the information to other Fire Departments.

This item will go to the Board.

Items from Community Planning and Development

- A. The Department requested the approval of a Resolution authorizing and approving a Development Agreement with KTRM, LLC for property at 317 Scott Street which is a 12-unit Mobile Home park. The owner wants to remove the existing mobile homes and infrastructure, put in new infrastructure and build two single-story buildings contain a total of eight apartments. They are investing approximately \$1.2 million dollars. The Village would provide incentives that include \$40,000.00 upon completion of the project, reimbursement of a portion of the property tax for a ten-year period and waiving of Village building permit fees.
- B. The Department requested the approval of an Engineering Services Agreement with Hutchison Engineering for the Design and Construction of the Pleasant Acres Neighborhood Sidewalk Connections Project in the amount not-to-exceed \$146,990.00. The Village received an ITEP grant from the State for this project. The engineering fees are include in the grant funding.
- C. The Department requested the approval of a bid from Midwest Asphalt Company in the amount of \$96,839.75 for the South Garrard Street Construction project. This is for the construction of new curbs, gutters and sidewalks from the alley south of Sangamon Ave. south to Congress Ave to match improvements in the bigger downtown Project. This project would be paid for from the Community Development Block Grant Program and is in this year's budget.
- D. Chris Milliken gave an update on the Downtown Reconstruction & Streetscaping Project.

Items A, B and C will go to the Board.

Items from the Parks and Recreation

No items to report.

Items from Public Works

No items to report.

Items from Administrator

- A. The Administrator requested the approve of an Ordinance to Impose a Moratorium on Storage Unit Developments. The Village has seen a proliferation in self-storage/mini-warehouse facility developments and staff want to carefully review and consider extemalities associated with such developments and their impact on public health, safety, and welfare, in order to promote and protect the vitality and character of development within the Village. The process of this analysis, including public hearings, is expected to take up to nine months.
- B. The Administrator thanked Tana Ward for preparing the Budget Book that was distributed to the Trustees. The citizens can get a hard copy at his office and it is on the web site as well.
- C. Social Media has been talking about Motor Fuel Tax. The Administrator was going to speak to that this month but will wait until September when the Board reviews the Street Condition Survey that was recently completed.
- D. There are several Scouts in attendance and the Administrator wanted to recognize them for their cleanup of the streets along the parade route after the 4th of July parade.
The Mayor said that the Boy Scouts were also at the meeting to see how the Village conducts business.

Item A will go to the Board.

Items from Counsel

No items to Report

Announcements

- A. The Half Century of Progress Farm Show will be August 21-24 from 7:00 am - 5:00 pm at the Rantoul National Aviation Center.
- B. The Mayor thanked the Recreation Department for all their work for the American Legion Tournament.
- C. The Promise House Care Patient Appreciation and Back to School Fair is on Friday, August 8 from 10:00 – 2:30 pm in Wabash Park. They are also doing School and Sports Physicals. Call for an appointment at 217-600-7000.

Closed Session

No Closed Session was held.

Meeting Adjourned

Trustee Wilson moved to adjourn the meeting. Trustee Robertson seconded the motion.

On a roll call vote:

YEAS: Wilson, Graham, Robertson, Haines, Workman and Crider – 6.

NAYS: None -0.

Motion carried 6-0

The meeting was adjourned at 6:57 pm..

Respectfully submitted,

Janet E. Gray, MMC
Village Clerk

Approved

Samuel E. Hall, III
Village President

ATTEST:

Janet E. Gray, MMC
Village Clerk

I, Janet E. Gray, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the foregoing minutes are a true and correct copy of the Study Session of the Board of Trustees held August 5, 2025 as the same appears on the records of the Village now in my custody and keeping.

Janet E. Gray, MMC
Village Clerk

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Minutes of the August 12, 2025 Board Meeting	DEPARTMENT: Administration
DATE: September 2, 2025	AMOUNT:
ATTACHMENTS: 1. August 12 Board Meeting Minutes - draft	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**RANTOUL VILLAGE BOARD OF TRUSTEES
REGULAR BOARD MEETING
AUGUST 12, 2025**

LOUIS B. SCHELLING MEMORIAL BOARD ROOM
RANTOUL MUNICIPAL BUILDING, 333 S. TANNER, RANTOUL, IL

A Regular Meeting of the Board of Trustees of the Village of Rantoul was held at 6:00 P.M., President Hall presiding. President Hall called the meeting to order.

Invocation & Pledge of Allegiance

Pastor Christopher King of the Sold Rock of Rantoul opened the meeting in prayer. Following the invocation, Trustee Wilson led the audience in recitation of the Pledge of Allegiance.

Roll Call

The Clerk called the roll, finding the following members were physically present:

Mayor Hall, Trustees Workman, Crider, Wilson, Graham, Robertson and Haines – 7.

The following representatives of Village departments were also present:

Scott Eisenhauer, Administrator; Tony Brown, Police Chief; Chad Smith, Fire Chief; Angela Schultz, Comptroller; Luke Humphrey, Recreation & Parks Director; Andy Graham, Assistant Recreation Director; Chris Milliken; Community Planning and Development; Debbie Sage, Human Resources; Tana Ward, Executive Assistant, Audio/Visual and Janet Gray, Village Clerk.

Mayoral Proclamation

- A. The Mayor read a proclamation for Gift of Hope Organ and Tissue Donor Awareness declaring August 2025 Minority Donor Awareness Month in Rantoul.

Approval of Agenda

Trustee Crider moved to approve the agenda for the meeting with the additional of Item 7-D, Oath of Office for Firefighter Fyodor Zlatoustov and removal of Item 15, Resolution No. 8-25-1440. Trustee Robertson seconded the motion. On a Roll Call vote:

YEAS: Crider, Wilson, Graham, Robertson, Haines and Workman – 6.

NAYS: None – 0.

The motion carried 6-0.

Mayoral Presentation

- A. The Mayor presented a check in the amount of \$703.00 to the Special Olympic Crusaders group. The Village sponsored a Dunk Tank at the last Freedom Friday on July 25 and Andy Graham received the most money for his time in the tank.
- B. The Mayor gave the Oath of Office to Officer Connor Williams. Officer Williams is from Hayworth and graduated from Illinois State University with a Criminal Justice degree. He will start PTI on September 5.
- C. The Mayor gave the Oath of Office to Officer Benjamin Ruppert. Officer Ruppert is from Oklahoma and has worked in various Sheriff's departments for the last four years.
- D. The Mayor gave the Oath of Office of Firefighter Fyodor Zlatoustov who is joining the Fire Department as a Paramedic.

Public Participation

Mayor Hall opened the public comment portion of the meeting per the Open Meetings Act.

- A. Lynette Furney, owner of Berry Sweet Treats introduced herself and her business to the Board. She recently received her Home Kitchen Certificate from the County Health and has opened her business to the public.
- B. Phillip Davis, owner of a storage lot in Rantoul spoke against the Moratorium on storage units.
- C. Khadijah Visor and Antwon spoke to the Board about the Rantoul Football Falcons and several events they are holding this year. They will be having a pep rally at the High School and a Homecoming event Sept. 21. They stated they are fundraising for new uniforms for the Cheerleaders.

A. Consent Agenda

Approval of Consent Agenda Items by Omnibus Vote

- A. Bills and Monthly Financial Reports
- B. Minutes of Regular Study Session July 1, 2025.
- C. Minutes of Regular Board Meeting July 8, 2025.
- D. Affirmation of the Appointment of Jayla Eison, Wendell Golston, Chris King, and Jennifer Tucker to the Citizens Advisory Committee.
- E. Affirmation of the Appointment of Jose Igartua, Brian Schurter, and David Sherrick to the Fire & Police Commission.
- F. Affirmation of the Appointment of Nelson Cuevas, Jeremy Dixon, Larissa Smith, and Tracy Williams to the Human Relations Committee.
- G. Affirmation of the Appointment of Jill Alred, Herman Fogal, Hank Gamel, and Tanya Grey to the Liquor Advisory Committee.
- H. Affirmation of the Appointment of Katie Bolser, Brenda Crane, Kevin Modglin, Sandra Uhlott to the Planning & Zoning Commission.
- I. Affirmation of the Appointment of Margurette Carter, Herman Fogal, and Denny Long to the Scholarship Committee.

- J. Affirmation of the Appointment of Hank Gamel, Rich Humphrey, and Sandra Uhloft to the Storm Drainage Committee.

Trustee Wilson moved to approve the Consent Agenda items by omnibus vote.

Trustee Workman, seconded the motion. On a Roll Call vote:

YEAS: Wilson, Graham, Robertson, Haines, Workman and Crider - 6.

NAYS: None – 0.

The motion carried 6-0.

B. Consideration of Bids, Contracts & Other Items of Expenditure

Trustee Robertson moved to authorize and approve an Engineering Services Agreement for the Design and Construction of the Pleasant Acres Neighborhood Sidewalk Connections Project with Hutchison Engineering, Inc in the amount not-to-exceed \$146,990.00. Trustee Crider seconded the motion. On a Roll Call vote:

YEAS: Robertson, Haines, Workman, Crider, Wilson and Graham – 6.

NAYS: None – 0.

The motion carried 6-0.

Trustee Wilson moved to authorize and approve a Motion to Authorize and approve the Bid Acceptance and Contract for South Garrard Street Construction Project with Midwest Asphalt Company in the amount of \$96,839.75. Trustee Crider seconded the motion. On a Roll Call vote:

YEAS: Wilson, Graham, Robertson, Haines, Workman and Crider - 6.

NAYS: None – 0.

The motion carried 6-0.

C. Consideration of Ordinances & Resolutions

Ordinance No. 2801

AN ORDINANCE IMPOSING A TEMPORARY MORATORIUM ON SELF-STORAGE/MINI-WAREHOUSE FACILITY DEVELOPMENTS

This item died for a lack of a motion.

Ordinance No. 2802

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS (Fire Department Pickup Truck)

Trustee Robertson moved to pass Ordinance No. 2802. Trustee Crider seconded the motion. On a Roll Call vote:

YEAS: Robertson, Haines, Workman, Crider, Wilson and Graham – 6.

NAYS: None – 0.

The motion carried 6-0.

D. Other Business

E. Public Announcement

- A. The Half Century of Progress Farm Show will be August 21-24 from 7:00 am – 5:00 pm at the Rantoul National Aviation center
- B. The Senior Rambles Trip to Arthur, IL will be Tuesday, September 9 from 8:30 am to 3:30 pm. Call 217-893-5703 to Register.
- C. The Citizens Police Academy will start a new session October 10 – November 5. It meets on Wednesday from 6:00 – 9:00 pm at the Police Training Institute on Fourth Street in Champaign.
- D. The 5 Annual Back to School Community Celebration will be Saturday, August 16 from 1:00 – 4:00 pm in Wabash Park, 520 E. Wabash Ave. There will be activities for the kids, food, raffles and school supplies.

F. Closed Session

No Closed session was held.

G. Adjournment

There being no further business to come before the Board, Trustee Robertson moved to adjourn the meeting. Trustee Crider seconded the motion. On a Roll Call vote:

YEAS: Robertson, Haines, Workman, Crider, Wilson and Graham – 6.

NAYS: None – 0.

ABSENT:

The motion carried 6-0.

MEETING ADJOURNED AT 6:44 PM.

Janet E. Gray, MMC
Village Clerk

Approved

Samuel E. Hall, III
Village President

ATTEST:

Janet E. Gray, MMC
Village Clerk

I, Janet E. Gray, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the foregoing minutes are a true and correct copy of the Regular Meeting of the Board of Trustees held August 12, 25 as the same appears on the records of the Village now in my custody and keeping.

Janet E. Gray, MMC
Village Clerk

DRAFT

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Village Career Opportunities	DEPARTMENT: Administration
DATE: September 2, 2025	AMOUNT:
ATTACHMENTS: 1. Open Positions 0925	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

Now Hiring

- Chief of Operations - Wastewater
- Street & Systems Operator
- Youth Center Aide
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**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Resolution Authorizing and Approving a Development Agreement with KTRM LLC (317 Scott Street)	DEPARTMENT: Community Planning & Development
DATE: September 2, 2025	AMOUNT: \$40,000.00 - FY2027 Economic Development Fund
ATTACHMENTS: 1. 09-25-1440 Resolution - Approving a Development Agreement with KRTM LLC 2. Development Agreement - KTRM LLC 3. 317 Scott Street Map 4. 317 Scott Street Site Plan	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: This item provides for a development agreement between the Village and KTRM, LLC in regard to the redevelopment of the property at 317 Scott Street, which is owned by KTRM, LLC. The property currently consists of a 12-unit mobile home park. The owner is desiring to redevelop the property by removing the existing mobile homes and infrastructure, and putting in new infrastructure and building two new single-story buildings connected by a breezeway on the property, which would contain a total of eight apartments. The owner would be investing approximately \$1.2 million dollars into the project. The owner would like to start the project as soon as possible, and would like to have all construction done and the apartments available for occupancy by November of next year. Because redevelopment of property typically costs more than would building new on a vacant lot, the agreement before the Board includes some incentives to help make the project financially viable. The incentives provided by the Village per the agreement would consist of a one-time payment of \$40,000.00 to the owner/developer at project completion, to help offset the costs associated with the demolition and clearance of the property for the project. Secondly, while the project location is in the Enterprise Zone, and eligible for some property tax reimbursement for a short period, the agreement provides for the reimbursement of the portion of the property taxes paid to the Village for a period of ten years post completion. The other taxing bodies would still receive	

their property taxes attributable to the development. Lastly, the agreement provides for the waiving of Village building permit fees in connection with the project.

So, in summary, this agreement would provide incentives to make the redevelopment of the property at 317 Scott Street possible. This project would add eight new market-rate apartments to the community, and would also substantially increase the assessed value of the property and thus the tax base of the community.

RECOMMENDED ACTION: Authorize and approve the Development Agreement with KTRM, LLC for the redevelopment of the property at 317 Scott Street.

DEPARTMENT HEAD APPROVAL
Chris Milliken

VILLAGE ADMINISTRATOR
Scott Eisenhauer

RESOLUTION 09-25-1440

**A RESOLUTION
AUTHORIZING AND APPROVING A DEVELOPMENT AGREEMENT
(KTRM LLC)**

WHEREAS, there has been presented to and there is now before this meeting of the President and the Board of Trustees (the “**Corporate Authorities**”) of the Village of Rantoul, Champaign County, Illinois (the “**Village**”) at which this Resolution is adopted, the form of a certain Development Agreement (the “**Agreement**”) by and between the Village and KTRM, LLC (the “**Developer**”) in connection with the development of certain property.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, as follows:

Section 1. That the Agreement by and between the Village and the Developer, in substantially the form thereof which has been presented to and is now before the meeting of the Corporate Authorities of the Village at which this Resolution is adopted, be and the same is hereby authorized and approved.

Section 2. That for and on behalf of the Village, the Village President is hereby authorized to execute and deliver the Agreement, and the Village Clerk is authorized to attest thereto, with such insertions, changes, and revisions in the form of such Agreement as may be approved by such Village President, such execution or acceptance thereof, as the case may be, to constitute conclusive evidence of such approval of any and all such insertions, changes, or revisions therein from the form of the Agreement now before the meeting of the Corporate Authorities at which this Resolution is adopted.

This Resolution is hereby passed, the “ayes” and “nays” being called, by the concurrence of a majority of the members of the Corporate Authorities then present at a regular meeting held on the date set forth below.

PASSED this 9th day of September, 2025.

Village Clerk

APPROVED this 9th day of September, 2025.

Village President

DEVELOPMENT AGREEMENT

by and between the

VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS

and

KTRM, LLC.

Dated as of June 10, 2025

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EXHIBIT LIST

EXHIBIT A	Legal Description of Property
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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (including any exhibits and attachments hereto, collectively, this **“Agreement”**) is dated for reference purposes only as of August 28, 2024, but actually executed by each of the parties on the dates set forth beneath their respective signatures below, by and between the **Village of Rantoul, Champaign County, Illinois**, an Illinois municipal corporation (the **“Village”**), and **KTRM, LLC.**, an Illinois limited liability company (the **“Developer”**). This Agreement shall become effective upon the date of the last of the Village and the Developer to execute and date this Agreement and deliver it to the other (the **“Effective Date”**).

RECITALS

WHEREAS, in accordance with and pursuant to the power of the Village as a home rule unit under Section 6 of Article VII of the Constitution of the State of Illinois, the President and Board of Trustees of the Village (the **“Corporate Authorities”**) are authorized to enter into development agreements in order to encourage development or redevelopment of land within the corporate limits of the Village; and

WHEREAS, the Developer has proposed to redevelop the Property (as defined below, the **“Property”**) and to undertake (or cause to be undertaken) the Project (including related and appurtenant facilities as more fully defined below, the **“Project”**); and

WHEREAS, the Developer is unwilling to undertake (or cause to be undertaken) the Project (as defined below) without certain incentives from the Village, which the Village is willing to provide; and

WHEREAS, the Village has determined that it is desirable and in the Village’s best interests to assist the Developer in the manner set forth in this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, stipulations, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the Developer hereby agree as follows:

ARTICLE I **DEFINITIONS**

Section 1.1. Definitions. For purposes of this Agreement and unless the context clearly requires otherwise, the capitalized words, terms and phrases used in this Agreement shall have the meaning provided in the above Recitals and from place to place herein, including as follows:

“Initial Grant Amount” means the amount to be paid to or as directed by the Developer from the economic development fund of the Village under and pursuant to Section 4.1 of this Agreement.

“Project” means, the clearance of the property and construction of a new eight (8) unit single story apartment building upon the Property.

“Project Commencement Date” means, as applicable, _____, 2025, the date on or

before which construction of the Project is to commence.

“Project Completion Date” means, subject to “unavoidable delays” as described in Section 7.5 of this Agreement, the date on which the Project is completed and the Project is occupied, as evidenced by a certificate of occupancy for the entire Project issued by the Building Safety Division of the Village, but in no event shall such date be later than [_____, 20__] [____ () months from and after the Project Commencement Date].

“Property” means, the real estate commonly known as 317 Scott Street, Rantoul, Illinois, consisting of the parcels legally described on Exhibit A hereto attached; upon or within which the Project is to be undertaken and completed.

Section 1.2. Construction. This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- (a) definitions include both singular and plural.
- (b) pronouns include both singular and plural and cover all genders; and
- (c) headings of sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction, or effect hereof.
- (d) all exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the Village. In order to induce the Developer to enter into this Agreement, the Village hereby makes certain representations and warranties to the Developer, as follows:

(a) Organization and Standing. The Village is a home rule municipality duly organized, validly existing and in good standing under the Constitution and laws of the State of Illinois.

(b) Power and Authority. The Village has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder.

(c) Authorization and Enforceability. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the Village’s Corporate Authorities. This Agreement is a legal, valid and binding obligation of the Village, enforceable against the Village in accordance with its terms, except to the extent that such enforceability may be limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors’ or creditors’ rights, and by equitable principles.

(d) No Violation. Neither the execution nor the delivery of this Agreement or the performance of the Village’s agreements, obligations and undertakings hereunder will conflict with, violate, or result in a breach of any of the terms, conditions, or provisions of any agreement, rule, regulation, statute, ordinance, judgment, decree, or other law by which the Village may be bound.

(e) Governmental Consents and Approvals. No consent or approval by any other governmental authority is required in connection with the execution and delivery by the Village of this Agreement or the performance by the Village of its obligations hereunder.

Section 2.2. Representations and Warranties of the Developer. In order to induce the Village to enter into this Agreement, the Developer makes the following representations and warranties to the Village:

(a) Organization. The Developer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Illinois.

(b) Power and Authority. The Developer has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder.

(c) Authorization and Enforceability. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the Developer's managers. This Agreement is a legal, valid, and binding agreement, obligation and undertaking of the Developer, enforceable against the Developer in accordance with its terms, except to the extent that such enforceability may be limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium, or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

(d) No Violation. Neither the execution nor the delivery or performance of this Agreement will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, or (with or without the giving of notice or the passage of time or both) entitle any party to terminate or declare a default under any contract, agreement, lease, license or instrument or any rule, regulation, statute, ordinance, judicial decision, judgment, decree or other law to which the Developer is a party or by which the Developer or any of its assets may be bound.

(e) Consents and Approvals. No consent or approval by any governmental authority or by any other person or entity is required in connection with the execution and delivery by the Developer of this Agreement or the performance by the Developer of its obligations hereunder.

(f) No Proceedings or Judgments. There is no claim, action or proceeding now pending, or to the best of its knowledge, threatened, before any court, administrative or regulatory body, or governmental agency (1) to which the Developer is a party and (2) which will, or could, prevent the Developer's performance of its obligations under this Agreement.

(g) Maintenance of Existence. During the term of this Agreement, the Developer shall do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a corporation duly authorized and existing in the State of Illinois.

Section 2.3. Disclaimer of Warranties. The Village and the Developer acknowledge that neither has made any warranties to the other except as set forth in this Agreement. The Village hereby disclaims any and all warranties with respect to the Property, and the Project, express or implied, including, without limitation, any implied warranty of fitness for a particular purpose or

merchantability or sufficiency of the obligations of each for the purposes of this Agreement.

ARTICLE III
CONDITIONS PRECEDENT TO THE UNDERTAKINGS
ON THE PART OF THE DEVELOPER AND THE VILLAGE

Section 3.1. Conditions Precedent. The undertakings on the part of the Developer and the Village as set forth in this Agreement are expressly contingent upon each of the following:

- (a) **Title.** The Developer shall have and maintain fee simple title to the Property.
- (b) **Construction Schedule.** The Developer shall have delivered to the Village a detailed construction schedule for the commencement and completion of the Project which shall include a Project Commencement Date and a Project Completion Date.
- (c) **Village Approvals.** The Developer shall have obtained approval of the Project in accordance with all applicable laws, codes, rules, regulations and ordinances of the Village, including without limitation all applicable subdivision, zoning, environmental, building code or any other land regulations (collectively, the “Village Codes”), including the issuance of all required permits, it being understood that the Village in its capacity as a municipal corporation has discretion to approve the issuance of any such permits in accordance with any such applicable Village Codes.

Section 3.2. Reasonable Efforts and Notice of Termination. The Developer shall use due diligence to timely satisfy the conditions set forth in Section 3.1 above, but if such conditions are not so satisfied or waived by the Village, then the Village may terminate this Agreement by giving written notice thereof to the Developer. In the event of such termination, this Agreement shall be deemed null and void and of no force or effect and neither the Village nor the Developer shall have any obligation or liability with respect thereto.

ARTICLE IV
DEVELOPER’S COVENANTS

Section 4.1. Commitment to Undertake and Complete the Project. The Developer covenants and agrees to commence the Project on or before the Project Commencement Date and to have the Project completed on or before the Project Completion Date. The Developer recognizes and agrees that the Village has sole discretion with regard to all approvals and permits relating to the Project, including but not limited to approval of any required permits and any failure on the part of the Village to grant or issue any such required permit shall not give rise to any claim against or liability of the Village pursuant to this Agreement. The Village agrees, however, that any permit application shall be processed in its usual and customary manner and that any such approval shall be made in conformance with the applicable Village Codes and shall not be unreasonably denied, withheld, conditioned, or delayed.

Section 4.2. Compliance with Agreement and Laws During Development. The Developer shall at all times construct and install the Project, including any related and appurtenant facilities and improvements (or cause the same to be done), in conformance with this Agreement and all applicable laws, rules and regulations, including without limitation all applicable subdivision, zoning, environmental, building code or any other land use ordinances of the Village. Any agreement of the Developer related to the design, construction or installation of the Project with any contractor subcontractor or supplier shall, to the extent applicable, contain provisions

substantially similar to those required of the Developer under this Agreement.

Section 4.3. Continuing Compliance with Laws. The Developer covenants and agrees to undertake the acquisition, construction, and installation of the Project in conformance with this Agreement and all applicable federal and state laws, rules and regulations and all Village Codes.

ARTICLE V

VILLAGE'S COVENANTS

Section 5.1. Initial Grant of Economic Development Funds. Within thirty (30) days of the Project Completion Date, the Village agrees to pay to or at the direction of the Developer a one-time grant of economic development funds in an amount equal to \$40,000 (the “**Initial Grant Amount**”). The Initial Grant Amount is intended to compensate in part for any increased cost of the construction of the Project due to the necessary demolition and clearance of the Property.

Section 5.2. Rantoul Enterprise Zone Benefit. The Village confirms that the Property is within the Village of Rantoul Enterprise Zone and that the Project qualifies for a state sales tax exemption for eligible building materials purchased in connection with the construction of the Project.

Section 5.3. Village Property Tax Reimbursement. The Village shall reimburse the real property taxes attributable to the increased assessed valuation resulting from the Project on the Property for a period of 10 years after the Project Completion Date. This reimbursement shall be limited to that portion of the real property taxes levied and imposed by the Village of Rantoul upon the Property.

Section 5.4. Building Permit Fees. The Village covenants and agrees that the Project shall not be subject to and the Village agrees to waive any and all fees for building permits in connection with the Project.

ARTICLE VI

DEFAULTS AND REMEDIES

Section 6.1. Events of Default. The occurrence of any one or more of the events specified in this Section 6.1 shall constitute a “**Default**” under this Agreement.

(a) By the Developer:

(1) The furnishing or making by or on behalf of the Developer of any statement or representation in connection with or under this Agreement that is false or misleading in any material respect; and

(2) The failure by the Developer to timely perform any term, obligation, covenant or condition contained in this Agreement.

(b) By the Village:

(1) The failure by the Village to timely perform any other term, obligation, covenant, or condition contained in this Agreement.

Section 6.2. Rights to Cure. The party claiming a Default under Section 6.1 of this

Agreement (the “**Non-Defaulting Party**”) shall give written notice of the alleged Default to the other party (the “**Defaulting Party**”) describing the nature of the Default complained of and the term or provision of this Agreement which the Non-Defaulting Party believes is in default. Except as required to protect against immediate, irreparable harm, the Non-Defaulting Party may not institute proceedings or otherwise exercise any right or remedy against the Defaulting Party until thirty (30) days after having given such notice. In the event a Default is of such nature that it will take more than thirty (30) days to cure or remedy, such Defaulting Party may give the Non-Defaulting Party written notice that (i) the Default will take more than thirty (30) days to cure or remedy; (ii) the Defaulting Party has promptly commenced and is diligently pursuing such cure or remedy; and (iii) the date on or before which the Defaulting Party will have completed such cure or remedy. Provided that the Defaulting Party promptly commences and diligently pursues such cure or remedy, such Defaulting Party shall have an additional period of time reasonably necessary to cure or remedy such Default. During any such period following the giving of notice of the alleged Default, the Non-Defaulting party may suspend performance under this Agreement until the Non-Defaulting Party receives written assurances from the Defaulting Party, deemed reasonably adequate by the Non-Defaulting Party, that the Defaulting Party will cure or remedy or has cured or remedied the Default and remain in compliance with its obligations under this Agreement. A Default not cured or remedied or otherwise commenced and diligently pursued as provided above shall constitute a “**Breach**” under this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any Default or any Breach shall not operate as a waiver of any such Default, Breach or of any other rights or remedies it may have as a result of such Default or Breach.

Section 6.3. Remedies. Upon the occurrence of a Breach under this Agreement by the Developer, the Village shall have the right to terminate this Agreement by giving written notice to the Developer of such termination and the date such termination is effective. Except for such right of termination by the Village, the only other remedy available to either party upon the occurrence of a Breach under this Agreement by the Defaulting Party shall be to institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such Breach, including but not limited to proceedings to compel specific performance, or other appropriate equitable relief. Notwithstanding anything herein to the contrary, the sole remedy of the Developer upon the occurrence of an Breach by the Village under any of the terms and provisions of this Agreement shall be to institute legal action against the Village for specific performance or other appropriate equitable relief and under no circumstances shall the Village be liable to the Developer for any monetary liability or be liable for any indirect, special, consequential or punitive damages, including without limitation, loss of profits or revenues, loss of business opportunity or production, cost of capital, claims by customers, fines or penalties, whether liability is based upon contract, warranty, negligence, strict liability or otherwise, under any of the provisions, terms and conditions of this Agreement.

Section 6.4. Costs, Expenses and Fees. Upon the occurrence of a Default or Breach which requires either party to undertake any action to enforce any provision of this Agreement, the Defaulting Party shall pay upon demand all of the Non-Defaulting Party’s charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such Non-Defaulting Party in enforcing any of the Defaulting Party’s obligations under this Agreement or in any litigation, negotiation or transaction in connection with this Agreement in which the Defaulting Party causes the Non-Defaulting Party, without the Non-Defaulting Party’s fault, to become involved or concerned.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1. Entire Agreement and Amendments. This Agreement (together with Exhibit A attached hereto) constitutes the entire agreement by and between the Village and the Developer relating to the subject matter hereof. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, whether written or oral, and may not be modified or amended except by a written instrument executed by both of the parties.

Section 7.2. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the Village and the Developer and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any third persons to either the Village or the Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or the Developer. This Agreement is not intended to and does not create any third-party beneficiary rights whatsoever.

Section 7.3. Counterparts. Any number of counterparts of this Agreement may be executed and delivered and each shall be considered an original and together they shall constitute one agreement.

Section 7.4. Special and Limited Obligation. This Agreement shall constitute a special and limited obligation of the Village according to the terms hereof. This Agreement shall never constitute a general obligation of the Village to which its credit, resources or general taxing power are pledged.

Section 7.5. Time and Force Majeure. Time is of the essence of this Agreement; provided, however, neither the Developer nor the Village shall be deemed in Default with respect to any performance obligations under this Agreement on their respective parts to be performed if any such failure to timely perform is due in whole or in part to the following (which also constitute “unavoidable delays”): any strike, lock-out or other labor disturbance (whether legal or illegal, with respect to which the Developer, the Village and others shall have no obligations hereunder to settle other than in their sole discretion and business judgment), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruption of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, acts of God or third parties, or any other cause beyond the reasonable control of the Developer or the Village.

Section 7.6. Waiver. Any party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing and duly executed by the party giving such waiver. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 7.7. Cooperation and Further Assurances. The Village and the Developer covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village or the Developer or other appropriate persons all and singular the rights, property and revenues

covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

Section 7.8. Notices and Communications. All notices, demands, requests or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (a) deposited in the United States mail in a properly addressed envelope and sent by registered or certified mail, postage prepaid, return receipt requested, (b) personally delivered or (c) sent by a nationally recognized overnight courier, delivery charge prepaid, in each case, to the Village and the Developer at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

- (i) In the case of the Developer, to:
KTRM, LLC.
425 Glenwood Dr
Rantoul, IL 61866
Attn: Kevin Modglin, President
Tel: (217) 366-3444
- (ii) In the case of the Village, to:
Village of Rantoul, Illinois
333 South Tanner Street
Rantoul, IL 61866
Attn: Village Administrator
Tel: (217) 892-6801

Whenever any party hereto is required to deliver notices, certificates, opinions, statements, or other information hereunder, such party shall do so in such number of copies as shall be reasonably specified.

Section 7.9. Assignment. The Developer agrees that it shall not sell, assign or otherwise transfer any of its rights and obligations under this Agreement in whole or in part without the prior express written consent of the Village. Except as authorized in this Section above, any assignment in whole or in part shall be void and shall, at the option of the Village, terminate this Agreement. No such sale, assignment or transfer as authorized in this Section, including any with or without the Village's prior written consent, shall be effective or binding on the Village, however, unless and until the Developer delivers to the Village a duly authorized, executed and delivered instrument which contains any such sale, assignment or transfer and the assumption of all the applicable covenants, agreements, terms, and provisions of this Agreement by the applicable parties thereto.

Section 7.10. Successors in Interest. Subject to Section 7.9 above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respectively authorized successors, assigns and legal representatives.

Section 7.11. No Joint Venture, Agency, or Partnership Created. Nothing in this Agreement nor any actions of either of the Village or the Developer shall be construed by either of the Village, the Developer or any third party to create the relationship of a partnership, agency, or joint venture between or among the Village and any party being the Developer.

Section 7.12. Illinois Law; Venue. This Agreement shall be construed and interpreted under the laws of the State of Illinois. If any action or proceeding is commenced by any party to enforce any of the provisions of this Agreement, the venue for any such action or proceeding shall

be in Champaign County, Illinois.

Section 7.13. Term. Unless earlier terminated pursuant to the terms hereof, this Agreement shall be and remain in full force and effect from and after the Effective Date and shall terminate upon the completion of all payments in accordance with Section 5.1 of this Agreement, provided however, that anything to the contrary notwithstanding, the Developer's obligations under Section 4.6 of Article IV of this Agreement shall be and remain in full force and effect in accordance with the express provisions thereof.

Section 7.14. Construction of Agreement. This Agreement has been jointly negotiated by the parties and shall not be construed against a party because that party may have primarily assumed responsibility for preparation of this Agreement.

IN WITNESS WHEREOF, the Village and the Developer have caused this Agreement to be executed by their duly authorized officers or manager(s) as of the date set forth below.

**VILLAGE OF RANTOUL,
CHAMPAIGN COUNTY, ILLINOIS**

By: _____
Mayor

ATTEST:

By: _____
Village Clerk

Date: _____

KTRM, LLC.

By: _____
President

Date: _____

[Exhibit A follows this page and is an integral part of this Agreement in the context of use.]

EXHIBIT A

Legal Description of Property

LOTS 1, 2 AND 3 IN BLOCK 4 OF W. T. SCOTT'S FIRST ADDITION TO RANTOUL, AS PER PLAT RECORDED JULY 30, 1870 IN DEED RECORD "23" AT PAGE 32, SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

PIN: 20-03-34-453-001

(commonly known as 317 Scott Street, Rantoul, IL 61866)

Village of Rantoul 317 Scott St

Map Created: 6/10/2025

Legend

 Tax Parcels

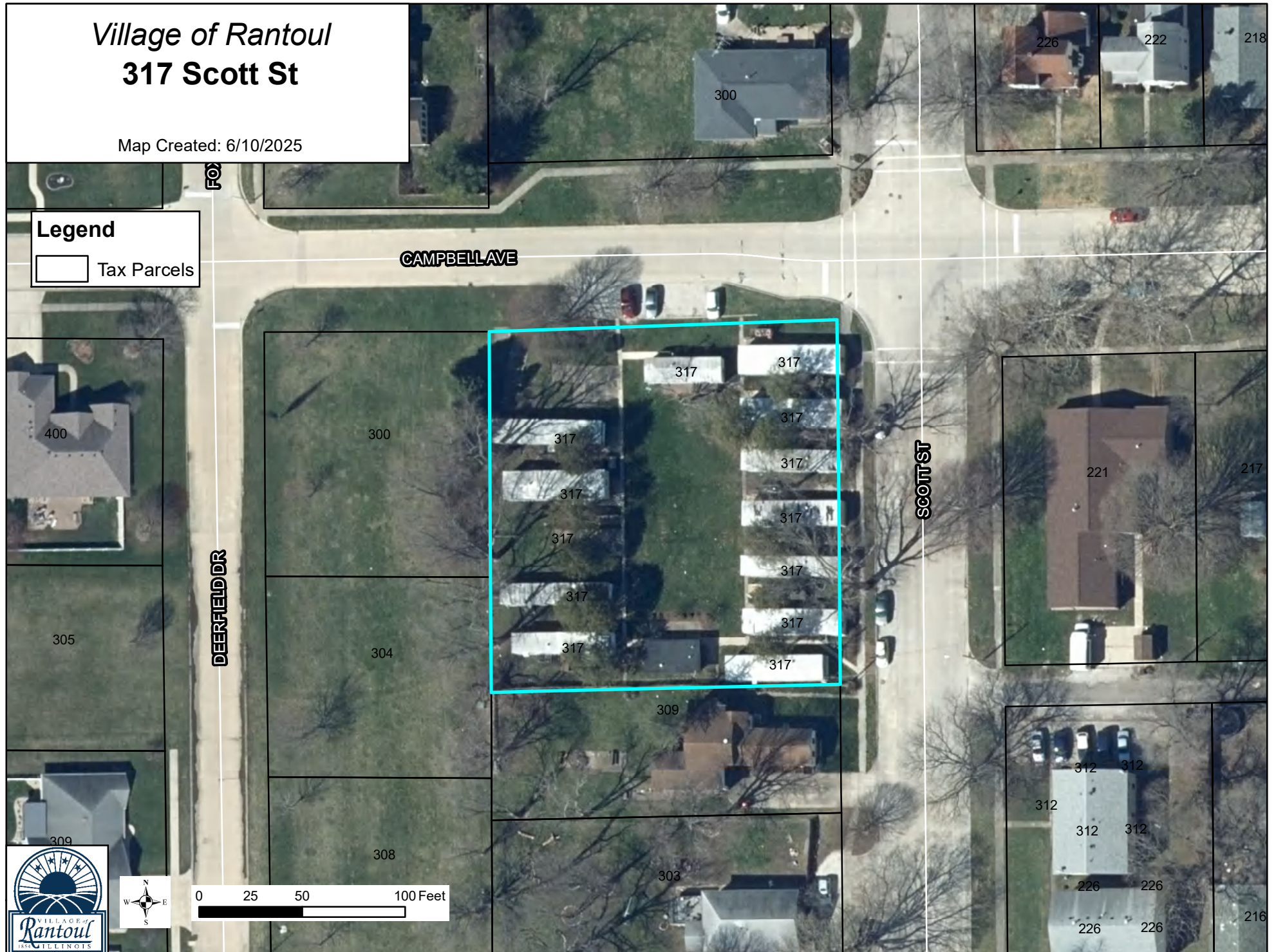
CAMPBELL AVE

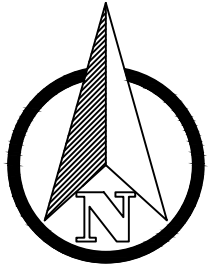
SCOTT ST

DEERFIELD DR



0 25 50 100 Feet





LOT SIZE CALCULATIONS
PER SECTION 46-54, MUNICIPAL CODE OF RANTOUL

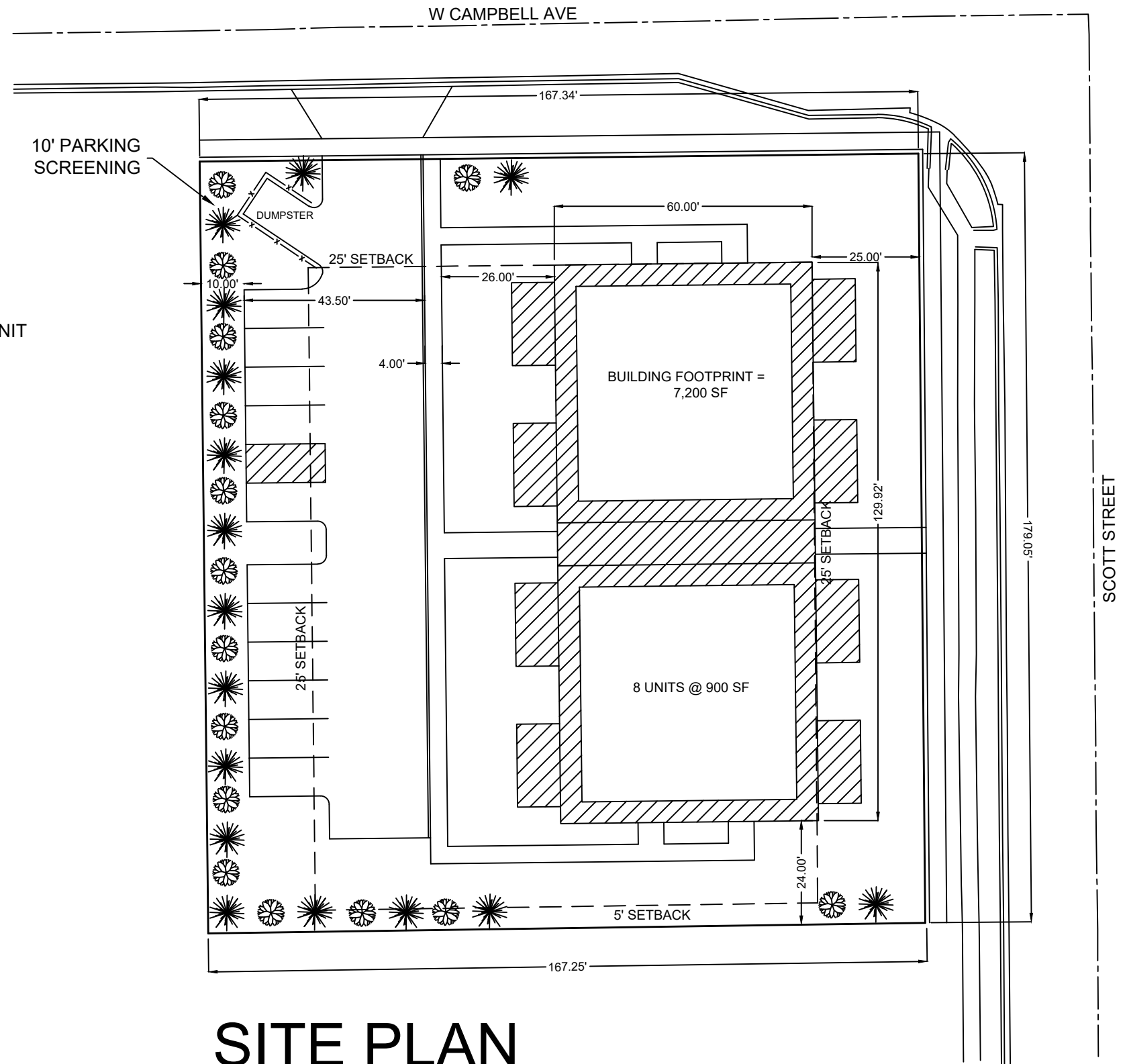
LOT SIZE FACTOR:
1,500 SF PER DWELLING UNIT

REQ'D LOT SIZE:
8 DWELLING UNITS X 1,500 = 12,000 SF
ACTUAL LOT SIZE = 29,295 SF

PARKING CALCULATION
PER SECTION 46-166, MUNICIPAL CODE OF RANTOUL

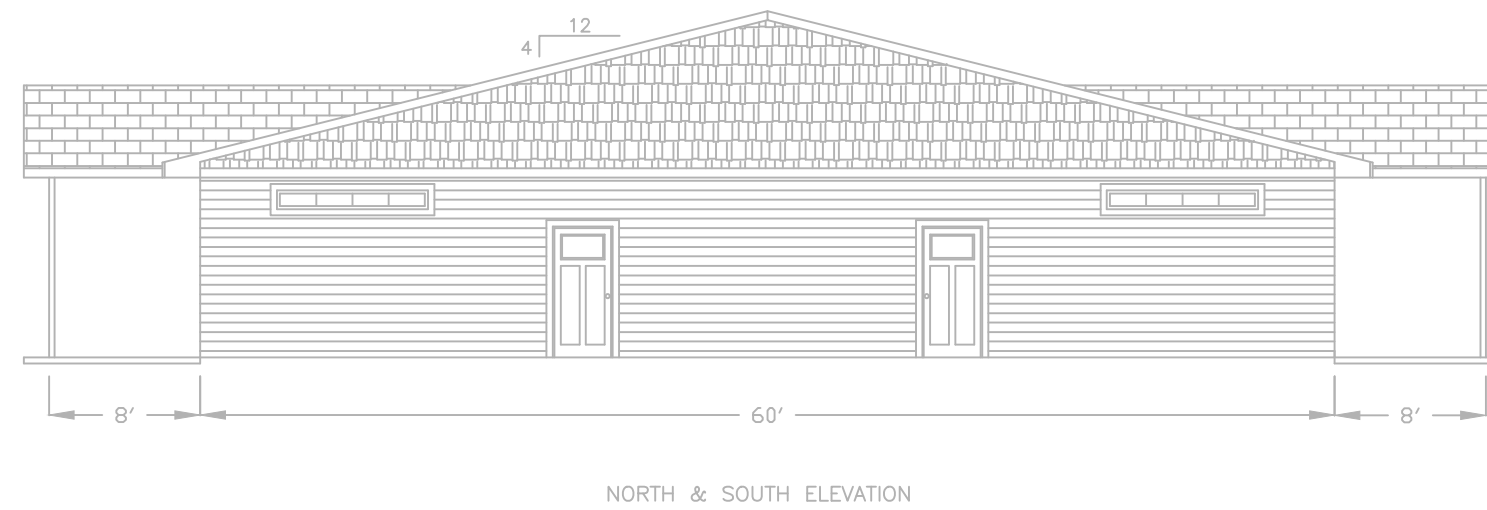
USE GROUP = R-2 PARKING FACTOR = 1 PER DWELLING UNIT

REQ'D MIN SPACES = 8 DWELLING UNITS = 7 = 1 ADA (IAC 208.2)



SITE PLAN

317 SCOTT STREET, RANTOUL, IL 61866



**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Ordinance Amending Article XII of Chapter 10 "Buildings and Building Regulation" of the Rantoul Code, in Connection with Tenant Complaint Process	DEPARTMENT: Community Planning & Development
DATE: September 2, 2025	AMOUNT: N/A
ATTACHMENTS: 1. 09-25-2803 Ordinance - Amending Chapter 10 Article XII Tenant Complaint Process	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: This proposed Ordinance before the Board would add a section to the Village Code effectively codifying the process and procedures for the handling of tenant complaints, which are generally already being utilized. Currently, the Village Code contains requirements to improve and maintain the residential rental housing stock of the Village by the enforcement of the Property Maintenance Code through annual registration and periodic rental inspections. The inspections of rental housing units are undertaken in a systematic format with inspections scheduled on a regular cycle. Since these systematic inspections only occur every three or four years, the ability for tenants to bring forth to the Village Inspection Division complaints about the Code compliance of the dwelling units they are renting has also been instituted to ensure tenants are afforded some reasonable protection in regards to risks that may be posed to their health, safety, or well-being by defects contained in the rental unit they are occupying. Tenant complaints have been accepted by the Village Inspectors for many years, but the process and procedures have never been formalized, so this Ordinance before you would be looking to do just that. The Ordinance outlines how tenant complaints are to be filed and what information should be provided. The Ordinance also outlines the inspection process to be followed for addressing tenant complaints, including the acceptable amount of time for responding to such complaints, and the notification requirements that need to be used.	
RECOMMENDED ACTION: Approve Ordinance Amending Article XII of Chapter 10 "Buildings and Building Regulation" of the Rantoul Code, in Connection with Tenant	

Complaint Process.	
DEPARTMENT HEAD APPROVAL Chris Milliken	VILLAGE ADMINISTRATOR Scott Eisenhower

ORDINANCE 2803

**AN ORDINANCE
AMENDING ARTICLE XII OF CHAPTER 10
“BUILDINGS AND BUILDING REGULATION” OF THE RANTOUL CODE
IN CONNECTION WITH A TENANT COMPLAINT PROCESS**

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 9th day of September, 2025, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

Village Clerk

ORDINANCE 2803

AN ORDINANCE AMENDING ARTICLE XII OF CHAPTER 10 “BUILDINGS AND BUILDING REGULATION” OF THE RANTOUL CODE IN CONNECTION WITH A TENANT COMPLAINT PROCESS

WHEREAS, Article XII of Chapter 10 of the Village Code contains regulations governing property maintenance within the Village; and,

WHEREAS, certain regulations govern rental properties within the Village; and,

WHEREAS, Article XII does not contain specific provisions concerning a process for tenants to submit complaints of alleged violations of Village Codes; and

WHEREAS, the Village Board desires to amend Article XII to provide a process for tenant complaints alleging violations of Village Codes.

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, as follows:

Section 1. Amendment. That ARTICLE XII, entitled “Property Maintenance Code”, of CHAPTER 10, entitled “Buildings and Building Regulation”, be and the same is hereby amended to create Division 3 as follows:

DIVISION 3. – TENANT COMPLAINTS AND PROCEDURE

Sec. 10-418. Purpose.

The purpose of this Division is to protect, promote, and preserve the public health, safety, and general welfare by codifying a process involving tenant complaints alleging a violation or violations of the Village’s Property Maintenance Code.

Sec. 10-419. Authority.

The Village Inspector or other Code Enforcement Officer of the Village shall have the authority to inspect the exterior and interior of any rental dwelling upon the filing of a complaint alleging a violation or violations of the Village’s Property Maintenance Code.

Sec. 10-420. Tenant Complaint.

(A) A tenant may file a complaint with the Village alleging a violation of the Village’s Property Maintenance Code that the tenant knows or reasonably believes exists concerning the interior, the exterior, or both of the rental dwelling the tenant occupies, and which negatively impacts the habitability of the dwelling or safety of the tenant. The tenant may use the form provided by the Village on the Village’s website, or by meeting with the Village Inspector.

For purposes of this Division, the term “habitability” shall mean a dwelling that is fit for human occupation, and is free from serious defects that may pose a risk to the health, safety, and wellbeing of the residents.

(B) Tenant complaints shall include the following:

- (1) Tenant’s full name.
- (2) The address of the rental dwelling.
- (3) Tenant’s telephone number.
- (4) Tenant’s e-mail address, if any.
- (5) A reasonably detailed description of the condition which Tenant believes to be a violation of the Village’s Property Maintenance Code, including the location of the condition at or within the rental dwelling.
- (6) The name of the Owner; and, the name of the Manager, if any.
- (7) Any other information the Tenant believes would assist the Village in addressing the complaint.
- (8) A statement as to whether the Owner has given the Tenant a lease violation notice, or a notice to quit (e.g., a five-day, ten-day, or thirty-day notice), or served a complaint and summons for eviction, and the date on which the Tenant received the notice or summons.
- (9) An acknowledgement that the Tenant’s signature grants consent for the Village Inspector or Code Enforcement Officer to enter upon the property and inside the rental dwelling in order to investigate the complaint.
- (10) The tenant shall sign the complaint and provide the date upon which the complaint was submitted to the Village.

(C) The Owner, or their representative, that is the subject of a Tenant complaint shall not in any way take any punitive or retaliatory action against the Tenant for the Tenant’s submission of a complaint to the Village regarding the rental dwelling.

(D) Punitive action taken by the Owner, or their representative, after the date the Tenant submitted the complaint to the Village shall be deemed prima facie evidence that the Owner retaliated against the Tenant for submitting their complaint to the Village.

(E) Nothing in the subsection above shall be deemed or construed as prohibiting an Owner from giving a Tenant a lawful notice concerning the lease, or serving the Tenant with a lawful eviction complaint and summons. Notwithstanding anything herein to the contrary, the Owner may still be subject to a penalty if it is determined that the Owner took such action in retaliation for a tenant submitting a tenant complaint concerning the rental dwelling to the Village.

Sec. 10-421. Inspection.

(A) Upon receipt of a Tenant complaint, the Village Inspector or other Code Enforcement Officer shall contact the Tenant to arrange a mutually acceptable date and time when the Inspector or Officer can inspect the rental dwelling, and the property on which it is located

to determine whether a violation or violations of the Village's Property Maintenance Code, as described in the Tenant's complaint, exist, and the nature and severity of such alleged violation or violations. The Village Inspector or other Code Enforcement Official may identify any one or more additional violations of the Village's Property Maintenance Code during the inspection, regardless of whether they are set forth in the Tenant complaint.

- (B) If the complaint alleges life-safety violations, the Inspector or Code Enforcement Officer shall schedule the inspection within two (2) to four (4) days from the date the complaint is submitted to the Village. If the complaint alleges violations which are not life-safety violations, the Inspector or Code Enforcement Officer shall schedule the inspection within seven (7) to ten (10) days from the complaint being submitted to the Village.
- (C) Upon completion of the inspection, the Village Inspector or Code Enforcement Officer shall prepare a report of the findings made during the inspection. The report shall include:
 - (1) The address of the rental dwelling.
 - (2) Whether any violation of the Village's Property Maintenance Code was found during the inspection.
 - (3) A reasonably detailed description of each Code violation found and its location on the property or in the dwelling.
 - (4) A quotation or summary of the Ordinance provision pertaining to each violation, and a reference to the code section violated.
 - (5) One or more pictures of each violation found during the inspection.
 - (6) The time period by which the Owner shall have corrected or abated each violation. The time period provided may be based upon the nature and extent of the violation.
 - (7) A date when the Village Inspector or Code Enforcement Officer shall return to the rental dwelling for a re-inspection to determine if each violation has been corrected or abated.
 - (8) A statement that failure to correct or abate each of the violations within their respective time periods may result in the Village instituting legal proceedings to compel correction or abatement.
 - (9) If the Village Inspector or Code Enforcement Officer does not observe or identify any violation of the Village's Property Maintenance Code, the report shall so state.
 - (10) The inspection report shall be signed and dated by the Inspector or Code Enforcement Officer who conducted the inspection.
- (D) The inspection report shall be provided to the Owner by first-class mail, e-mail, or personally delivered. A copy of the report shall be provided to the Tenant, if the Tenant is still occupying the rental dwelling, by first class mail, e-mail, or personally delivered. The inspection report shall be provided to the Owner and Tenant within five business days from the date of the inspection.

Sec. 10-422. Follow-up Inspection.

If, upon re-inspection, the Village Inspector or Code Enforcement Officer determines that the Owner failed to abate one or more violations described in the initial inspection report, the Village shall institute legal proceedings to compel the correction or abatement of the violations.

Sec. 10-423. Dismissal of Complaint

(A) If it is determined that the Tenant was served with a five-day, ten-day, or thirty-day notice to quit or otherwise terminate the lease prior to the tenant submitting a complaint to the Village regarding one or more conditions at or in the rental dwelling, the Village shall dismiss the Tenant complaint, and not proceed with any inspection.

(B) If at any time the Tenant refuses to allow the Village Inspector or Code Enforcement Officer to inspect the rental dwelling that is the subject of the Tenant's complaint, the Village shall dismiss the complaint, and not proceed with any inspection.

Sec. 10-424. Owner

Owners of rental dwellings shall be responsible for all violations of the Village's Property Maintenance Code that occur at or in their rental dwellings regardless of whether the violation was caused by the Tenant. All disputes between the Owner and Tenant regarding responsibility for the violation or violations shall be deemed a matter to be resolved between the Owner and Tenant.

Section 2. Effective Date. The provisions of this Ordinance shall become effective upon its passage, approval, and publication as required by law.

Section 3. Conflict. All Ordinances or parts of Ordinances which are in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded.

Section 4. Publication. The Village Clerk is hereby authorized and directed to cause this Ordinance to be published in pamphlet form.

This Ordinance is hereby passed, the "ayes" and "nays" being called, by the concurrence of a majority of the members of the Corporate Authorities then holding office on the date set forth below.

PASSED this 9th day of September, 2025.

Village Clerk

APPROVED this 9th day of September, 2025.

Village President

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Contract for Grant Funded Tree Plantings at Various Locations in the Community with Deem Landscaping, Inc in the amount of \$43,875.00	DEPARTMENT: Community Planning & Development
DATE: September 2, 2025	AMOUNT: \$43,875.00 (Reimbursed via Grant Funds)
ATTACHMENTS: 1. Tree Planting Contract & Documentation	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

As some background, back in 2021, the Village applied for and was awarded a grant through the Morton Arboretum, which funded an updated inventory of all public trees in the community, as well as the development of an Urban Forestry Master Plan, which was eventually adopted by the Village Board in 2022 via [Ordinance 2700](#). Then, in 2023, staff applied for a grant through the U.S. Forest Service's Urban and Community Forestry Program to provide funding for the planting of new trees within the community, in order to help grow our urban forest as was called for in the Plan. Last year, in 2024, we were awarded a \$250,000.00 grant from the U.S. Forest Service to cover the cost of planting new trees within the community, in order to make our urban forest healthier.

Thus, staff have since worked to identify planting locations, as well as put a bid packet together in order to solicit bids for the purchasing and planting of trees in the community. Rather than do one mass planting of trees, the intent would be to solicit bids for a total of three rounds of tree plantings, with this first round occurring this fall, the second round occurring in the Spring of 2026, and a third and final round in the Fall of 2026. A fall 2025 tree planting round consisting of a total of 90 trees was advertised for bid in July, and bids were then received and opened on August 22. We received a total of two bids. A copy of the bid tabulation is included in your packet for reference. A low bid in the amount of \$43,875.00 was provided by Deem Landscaping, Inc. Staff have reviewed and determined that this bid and bidder met all requirements, and thus is recommending that this bid by Deem Landscaping be accepted.

The funding for this work was budgeted for in this year's budget with the US Forest Service grant providing 100% reimbursement of the costs. Tree plantings would begin

within 30 days of approval, and would be completed within 60 days, so yet this fall prior to Winter.

All tree plantings will occur on public property with the majority of this round of trees being placed within parks.

RECOMMENDED ACTION: Authorize the acceptance of the bid and the awarding of a contract to Deem Landscaping, Inc. in the amount of \$43,875 for the planting of trees on public property at various locations in the community.

DEPARTMENT HEAD APPROVAL
Chris Milliken

VILLAGE ADMINISTRATOR
Scott Eisenhauer

SUBAWARD GRANT AGREEMENT
BETWEEN AMERICAN FORESTS AND VILLAGE OF RANTOUL, IL FOR
INFLATION REDUCTION ACT
URBAN & COMMUNITY FORESTRY INITIATIVE

This Subaward Agreement ("Subaward" or "Agreement") No. 24-CA-11132544-010-006 is entered into the [6/24/2024], by and between American Forests ("American Forests" or "AF") and Village of Rantoul, IL ("Subrecipient"). American Forests and Subrecipient may be referred individually as "Party" or collectively as the "Parties."

	Name: Village of Rantoul, IL ("Subrecipient") Type of entity [e.g., government, corporation, LLC, sole proprietor]: government State of incorporation, partnership, or formation: Illinois
All Notices: 1220 L Street, NW Suite 750, Washington, DC 20005 Attn: Meliha Aljabar	All Notices: Street: 333 S Tanner ST City & State: Rantoul, IL Zip: 61866-2919 Attn: Mr. Charles Smith
	Subrecipient Unique Entity Identifier: LJW3VQGNC4K5
Federal awarding agency:	U.S. Department of Agriculture, Forest Service
Federal Award Identification Number (FAIN):	24-CA-11132544-010
Federal Assistance Listing	10.727, Inflation Reduction Act Urban & Community Forestry
Federal Award date:	01/10/2024
Project Title:	Tree Management Plan
Project description:	The Village of Rantoul was awarded the Urban Forestry Management Plan Grant to help better understanding our current tree inventory, as well as a plan that detailed how these trees will be managed for the benefit of the Village of Rantoul over the next 10 years, with a focus which begins in 2021-22, and projects out to 2032. With the hope of being granted the Urban and Community Forestry- Inflation Reduction Act, we could make this plan come to fruition.
Subaward Period of Performance Start and End Date:	[6/24/2024] - 12/31/2026

Subaward Budget Period Start and End Date	[6/24/2024] - 12/31/2026
Total amount of federal funds	\$250,000.00

INVITATION FOR BID

VRNTL-26-B-03

Village of Rantoul, Illinois

TREE PLANTINGS AT VARIOUS LOCATIONS, RANTOUL, IL

The Village of Rantoul, Illinois invites prospective contractors to bid on the purchase and installation of trees at various locations around the Village.

Sealed bids must be received no later than 2:00 p.m. prevailing time, Friday, August 22, 2025, at the Village of Rantoul Municipal Building, 333 South Tanner Street, Rantoul, IL 61866. Bids received after the closing time, at the discretion of the Village may be rejected and returned unopened. Bids submitted should be identified on the outside of the Envelope or Package as a Bid for **“VRNTL-26-B-03 “TREE PLANTINGS FALL 2025 VARIOUS LOCATIONS, RANTOUL, IL.”** and should be addressed to: The Village of Rantoul, Community Development Office, 333 South Tanner Street, Rantoul, Illinois 61866. The Bid opening will occur immediately after the closing time in the Conference Room of the Municipal building at 333 S Tanner St, Rantoul, IL.

A pre-bid meeting is scheduled on Friday, August 15, 2025, at 2:00 p.m at the Village of Rantoul Municipal Building. Please contact Chris Milliken at (217) 892-6822 to confirm your participation in the pre-bid meeting. The IFB will be available on the Village’s website on Thursday, July 31, 2025, and can be obtained on our website <http://www.myrantoul.com/Bids> The Village of Rantoul, Illinois reserves the right to reject any or all bids and to waive any informality in the bids. No bid shall be withdrawn after bids are opened without the consent of the Village of Rantoul, Illinois for a period of sixty (60) days.

BID OPENING TABULATION SUMMARY

PROJECT: Tree Planting (Fall 2025) Various Locations

VRNTL-26-B-03

OWNER: Village of Rantoul

DEPARTMENT: COMMUNITY DEVELOPMENT

BID DATE: AUGUST 22, 2025

	BIDDER	BASE BID	ACKNOWLEDGE ADDENDUM	BID BOND	INSURANCE CERTIFICATE
1	JJ Residential Landscaping LLC	\$47,105.00	N/A	Y	Y
2	Deem Landscaping Inc	\$43,875.00	N/A	Y	Y
3					
4					
5					
6					
7					
8					
9					
10					

**CONTRACT
TREE PLANTINGS IN VARIOUS LOCATIONS IN RANTOUL, ILLINOIS 61866
VRTNL-26-B-03**

**BY AND BETWEEN THE

VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS**

**AND

DEEM LANDSCAPING, INC**

DATED AS OF SEPTEMBER 2, 2025

CONTRACT
TREE PLANTINGS VARIOUS LOCATIONS

THIS CONTRACT (this “**Contract**”) is made and entered into as of _____ but actually executed by the parties on the dates respectively set forth to the left of their signatures below, by and between the Village of Rantoul, Champaign County, Illinois, an Illinois municipal corporation (the “**Village**”) and Deem Landscaping, Inc (the “**Contractor**”).

WHEREAS, the Village has made an Invitation for Bids (**TREE PLANTINGS FALL 2025 VARIOUS LOCATIONS, RANTOUL, IL** dated July 31, 2025 (the “**IFB**”) under and by which bids were invited to provide any and all work, including any related labor, parts, materials, supplies and equipment in connection with the **Tree Planting Project** (the “**Project**”); and

WHEREAS, the Contractor submitted a Bid Form dated August 22, 2025 (the “**Bid**”) under and by which the Contractor proposed to perform all work required to be performed under the Contract Documents (as defined below) in connection with the Project; and

WHEREAS, the Village has determined that it is necessary and in the best interests of the Village that it enter into this Contract in order that the Contractor may provide such work for and on behalf of the Village in connection with the Project.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, obligations and agreements herein contained, the Village and the Contractor hereby mutually covenant and agree as follows:

Section 1. The Work. The Contractor agrees to perform and/or furnish any and all work, including any and all labor, parts, materials, supplies and equipment required to be performed and/or furnished under the Contract Documents (as defined below), including the submission of any and all documents, instruments and certificates required to be submitted thereunder (collectively, the “**Work**”). In material part, such Work is more particularly specified under the Scope of Work (as defined in Section 2 of this Contract below).

Section 2. Contract Documents. Incorporated into and made a part of this Contract to the same extent as if fully set forth herein, and referred to jointly together with this Contract, are the following documents (collectively, the “**Contract Documents**”):

- (a) The Scopes of Work for the Project attached to the IFB as Attachment 1, (the “**Scope of Work**”);
- (b) The GENERAL TERMS AND CONDITIONS (the “**General Terms and Conditions**”);
- (c) The Bid Form of the Contractor dated August 22, 2025 (the “**Bid**”).

The Contract Documents, together with any Change Orders to the Scope of Work subsequently ordered by the Village under and pursuant to the Contract Documents, shall constitute the entire agreement between the Village and the Contractor. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Village and the Contractor other than as set forth in the Contract Documents. The Contract Documents are intended to be

complementary and any requirement or obligation under any one of them shall, to the extent applicable, be construed to be a requirement or obligation under all. The provisions of each of the Contract Documents are therefore further intended to be construed together in such a manner as to give full effect to each in the context of application, but in the event of any irreconcilable conflict between or among any of the provisions of the Contract Documents, the provisions of each of the following Contract Documents, in the order named below, shall prevail:

- (a) The Scope of Work;
- (b) This Contract;
- (c) The General Terms and Conditions; and
- (d) The Bid Form.

Section 3. Prevailing Rate of Hourly Wages. The Contractor shall pay as and to the extent required by the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) not less than the prevailing rate of hourly wages to all laborers, workers and mechanics employed by the Contractor or any subcontractor in connection with the Work. As required by such Prevailing Wage Act, the most recently revised prevailing rate of hourly wages, as determined by the Department of Labor of the State of Illinois, is attached to this Contract as notice to the Contractor of such revised rates. Contractor will comply with all requirements of the State of Illinois prevailing wage act.

Section 4. Contract Term. The Work under this Contract shall be commenced within thirty (30) calendar days after this Contract has been executed by the Village and shall continue until completed within a period not greater than ninety (90) calendar days thereafter, subject to any modifications or earlier termination as provided for in the Contract Documents (the “**Contract Term**”). The Contract Documents shall be and remain in full force and effect for the full period of the Contract Term and thereafter until the Village determines that all requirements and conditions of the Contract Documents have been met and that the Work is deemed complete. No Work shall be deemed complete unless and until it is accepted by the Village.

Section 5. Contract Amount. The Village shall pay to the Contractor, as full and complete consideration for the Contractor’s satisfactory performance of all of its obligations under the Contract Documents, except as may otherwise be specifically provided therein, a total [not to exceed] amount of **fourteen thousand two hundred dollars (\$43,875.00)** for all completed Work provided by the Contractor during the Contract Term, subject to the terms and conditions of the Contract Documents.

Section 6. Payment. After complete performance of the Work in accordance with all applicable provisions of the Contract Documents and upon an invoice submitted by the Contractor to the Village for such completed Work, the Village shall pay the Contractor the amount of such invoice as does not exceed the Contract Amount. Such invoice shall be in such form and detail as may be required by the Village and shall be accompanied by waivers of liens or the equivalent from all suppliers and subcontractors, if any. Such amount shall be paid by the Village within thirty (30) calendar days of the date submitted to the Village by the Contractor, provided, however, that the Village may withhold from such amount a sufficient amount of payment otherwise due to cover any or all of the following:

- (a) any defective Work not otherwise remedied by the Contractor;
- (b) any claim arising in or from the performance of the Work by the Contractor under the Contract Documents; or
- (c) any failure of the Contractor to make any proper payment in connection with the Work to any of the Contractor's laborers, workers, mechanics, suppliers or subcontractors.

Section 7. Performance and Payment Bond. At the time of the execution and delivery of this Contract, the Contractor shall submit both a Performance Bond and a Labor and Material Payment Bond or a combined Performance and Payment Bond in favor of the Village. The Contractor shall not commence any of the Work under the Contract Documents until such bond(s) have been approved by the Village. Such bond(s) shall cover such performance of the Work, including any related services, and all labor, parts, materials, supplies and equipment for the Work as described in the Contract Documents, whether by the Contractor or by any subcontractor. Such bond(s) shall remain in full force and effect for the duration of the Contract Term and thereafter as required by the Contract Documents. Such performance and payment bond(s) shall be conditioned on the full and faithful performance by the Contractor under the Contract Documents and shall be in an amount not less than 100% of the Contract Amount. Should the Contractor fail to perform as required by the Contract Documents or to pay for any services, labor, parts, materials, supplies or equipment in connection with the Work, the Village may draw upon such performance and payment bond(s) to the extent necessary to complete the Work and compensate the Village for any reasonable costs and expenses, including attorney fees, incurred by the Village in connection therewith.

Section 8. Minimum Insurance Requirements. The Contractor and any of its subcontractors may not commence any Work under the Contract Documents until the Contractor and any such subcontractors have obtained and paid for all such insurance as may be required under and pursuant to such sections, and until such insurance has been approved by the Village. The types of insurance coverages and the amounts thereof (denoted in minimum amounts) under the Contract Documents (the "**Minimum Insurance Requirements**") are attached to this Contract and made part hereof:

Section 9. Training and employment opportunities/contracts for work on Contractor Project. The contractor agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, which requires that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of Champaign County and contracts for work in connection with the Contractor Project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in Champaign County.

Section 10. Notices. All notices, or other communications under or in respect of the Contract Documents, shall be in writing and shall be deemed to have been given when the same are: (i) deposited in the United States mail and sent by registered or certified mail, postage prepaid, return receipt requested; (ii) personally delivered; (iii) deposited with a nationally-recognized carrier for next day delivery, delivery charge prepaid; or (iv) telecopied; in each case, to the Village and the Contractor at their respective addresses (or at such other address as each may designate by written notice to the other), as follows:

If to the Village: Village of Rantoul
Municipal Building
333 South Tanner Street
Rantoul, IL 61866
Attn: Community Development
Tel: (217) 892-6824

If to the Contractor: Deem Landscaping, Inc
2052 County Road 1800 East
Urbana, IL 61802
Tel: (217) 369-7119

Section 11. Effective Date. This Contract and the related Contract Documents shall become effective upon respective execution and delivery of this Contract by both the Village and the Contractor.

IN WITNESS WHEREOF, on the dates set forth to the left of their respective signatures, the parties hereto have executed or have caused this Contract to be executed by proper officers duly authorized to execute the same in two (2) or more duplicate originals or counterparts, as the case may be, any one of which shall be deemed an original of this Contract.

VILLAGE:
VILLAGE OF RANTOUL,
CHAMPAIGN COUNTY, ILLINOIS

By: _____
Samuel E Hall III, Mayor

Dated: _____

ATTEST:

Janet E Gray, Its Village Clerk

Dated: _____

CONTRACTOR:
DEEM LANDSCAPING, INC

Derek Deem

Dated: _____

MINIMUM INSURANCE REQUIREMENTS

1. Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Board Form Property Damage):

- a. Bodily Injury:
 - \$1,000,000.00 Each Occurrence
 - \$1,000,000.00 Aggregate, Products and Completed Operations
- b. Property Damage:
 - \$500,000.00 Each Occurrence
 - \$500,000.00 Aggregate
- c. Contractual Liability (Hold Harmless Coverage):
 - 1. Bodily Injury:
 - \$1,000,000.00 Each Occurrence
 - 2. Property Damage:
 - \$500,000.00 Each Occurrence
 - \$500,000.00 Aggregate
- d. Personal Injury, with Employment Exclusion deleted:
 - \$1,000,000.00 Aggregate

2. Comprehensive Automobile Liability (including owned, non-owned and hired):

- a. Bodily Injury:
 - \$1,000,000.00 Each Person
 - \$1,000,000.00 Each Accident
- b. Property Damage:
 - \$500,000.00 Each Occurrence

3. Workers' Compensation:

- a. State: Illinois Statutory
- b. Employer's Liability: \$500,000
- c. Benefits Required by Union labor contracts: As applicable

4. Umbrella Liability: \$1,000,000.00

Scope of Work for Tree Plantings Fall 2025 Contract

1. Planting Locations:

- A. Planting locations shall be as designated on the attached maps.

2. Planting Preparation:

- A. The Contractor shall identify any underground impediments prior to beginning planting by contacting J.U.L.I.E.
- B. The Contractor shall make certain that trees are properly maintained and watered.

3. Tree Planting (Balled and Burlapped):

- A. If not readily apparent, locate root collar by removing twine, burlap, and excess soil.
- B. Dig tree hole at least two times wider than the root ball, with sides sloped to an unexcavated or firm base. Dig hole to a depth so the located root collar, at the first order lateral root, will be at finished grade.
- C. Lifting only from the bottom of the root ball, position tree on firm pad so that it is straight and top of root collar is level with the surrounding soil.
- D. Remove all twine from the root ball. If present, remove and discard at least the top one half of the wire basket. Burlap shall be removed from the top to a point halfway down the root ball and discarded. Ideally, all burlap and wire basket should be removed from the root ball.
- E. With clean, sharp pruning tools, prune off any secondary/adventitious, girdling, and potential girdling roots.
- F. Backfill planting hole with existing unamended soil, and thoroughly water.
- G. Mulch the entire planting surface with composted bark applied no less than two inches (2") deep and no more than four inches (4") deep, leaving three inches (3") adjacent to the tree trunk free of mulch.

4. Tree Planting (Containerized or Grow Bags):

- A. If not readily apparent, locate root collar by removing excess soil.
- B. Dig tree hole at least two times wider than the root ball with sloping sides. Dig hole to a depth so the located root collar, at the first order lateral root, will be at finished grade.
- C. Create a firm soil mound at the bottom of the planting hole.
- D. Remove tree from container or grow bag and completely tease apart root system, repositioning any girdling or potentially girdling roots. Spread roots over soil mound so that root collar is at finished grade and the tree is straight.
- E. With clean, sharp pruning tools, prune off any secondary/adventitious, girdling, and potential girdling roots.
- F. Backfill planting hole with existing unamended soil and thoroughly water.
- G. Mulch the entire planting surface with composted bark applied no less than two inches (2") deep and no more than four inches (4") deep, leaving three inches (3") adjacent to the tree trunk free of mulch.

5. Tree Planting (Bare Root Trees):

- A. Dig tree hole at least two times wider than the root ball with sloping sides. Dig hole to a depth so the located root collar, at the first order lateral root, will be at finished grade.
- B. Create a firm soil mound at the bottom of the planting hole.
- C. Spread roots over soil mound so that root collar is at finished grade and the tree is straight.
- D. With clean, sharp pruning tools, prune off any secondary/adventitious, girdling, and potential girdling roots.
- E. Backfill planting hole with existing unamended soil and thoroughly water.
- F. Mulch the entire planting surface with composted bark applied no less than two inches (2") deep and no more than four inches (4") deep, leaving three inches (3") adjacent to the tree trunk free of mulch.

6. Planting and Care:

- A. After the soil around the root ball has been tamped into place, all excess soil shall be removed.
- B. Tree shall be immediately watered after planting with a slow, saturating watering equal to 5 gallons per caliper inch plus 5 gallons.
- C. The entire planting surface shall be mulched with hardwood bark mulch applied no less than two inches (2") deep and no more than 4 inches (4") deep, leaving three inches (3") adjacent to the tree trunk free of mulch.
- D. Damaged or broken branches shall be pruned off by the contractor per latest revision of ANSI A300 Pruning Standards.
- E. Staking is only to be done if determined by the Community Planning and Development Manager or his representative. Staking shall be done per attached detail.
- F. Contractor shall repair any damage to surrounding area, including seeding of grass areas.
- G. All tags, tree wrap, etc. shall be removed from the trees.

7. Site Clean-up:

- A. The Contractor shall clean up the sites and remove and dispose of all debris at the end of each day's work.

8. Protection of Property:

- A. The Contractor shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, or other real or personal property.
- B. The Contractor shall be responsible for repairing or replacing any property damaged as the result of the Contractor's operations at Contractor's sole expense. Should the damage not be rectified within the time agreed upon, or to the satisfaction of the Village staff the Village reserves the right to repair or replace that which was damaged, and assess the Contractor such costs as may be reasonable and related to damage caused by the

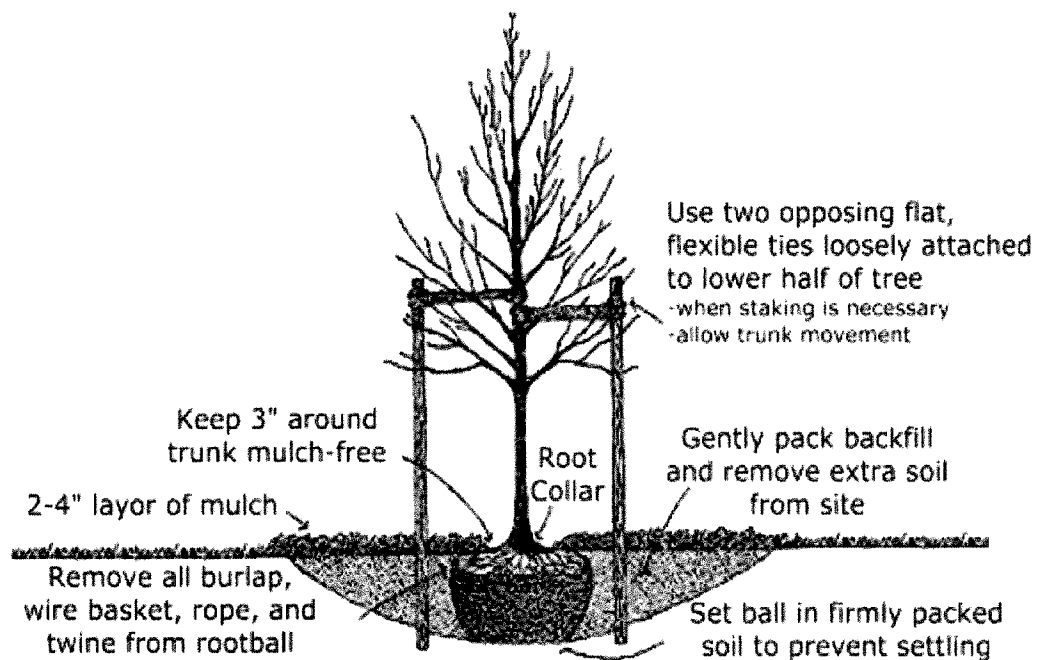
Contractor, or deduct these costs from any payment due the Contractor.

9. Safety Standards:

- A. Blocking public streets shall not be permitted unless prior approval has been granted by the Public Works Director or a designated representative.
- B. The Contractor shall provide adequate barricades, flagmen, signs, and/or warning devices during the performance of the Contract to protect motorists and pedestrians. The Contractor shall follow standards outlined in the IDOT Manual of Uniform Traffic Control Devices.
- C. Any practice determined by the Village to be obviously hazardous shall be immediately discontinued by the Contractor upon receipt of either written and/or verbal notice from Village staff to discontinue such practice.

10. Guarantee:

- A. The Planning & Community Development Manager or his representative shall have the right to final inspection of the plantings. All trees subject to this contract shall be guaranteed for at least one (1) year from the date of installation. Trees shall be replaced once and replacements will not be guaranteed.



**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Resolution Authorizing Application to and in Support of an Illinois Department of Transportation 2025 Safe Routes To School Grant for Eater Junior High - Wabash Avenue	DEPARTMENT: Community Planning & Development
DATE: September 2, 2025	AMOUNT: \$250,000.00 Grant Funding Request
ATTACHMENTS: 1. 09-25-1441 Resolution - Safe Routes to School Grant Application (Eater Jr High to Wabash Ave) 2. Safe Routes to School Grant Documentation	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: Staff request Board approval of a Resolution authorizing an application to the Illinois Department of Transportation 2025 Safe Routes to School Grant Program for infrastructure improvements near Eater Junior High - Wabash Avenue.	
RECOMMENDED ACTION: Board approval of a Resolution authorizing an application to the IDOT Safe Routes to School Program for 2025 for infrastructure improvements near Eater Junior High - Wabash Avenue.	
DEPARTMENT HEAD APPROVAL Chris Milliken	VILLAGE ADMINISTRATOR Scott Eisenhauer

RESOLUTION 09-25-1441

A RESOLUTION AUTHROIZING APPLICATION TO AND IN SUPPORT OF AN ILLINOIS DEPARTMENT OF TRANSPORTATION SAFE ROUTES TO SCHOOL GRANT FOR EATER JUNIOR HIGH - WABASH AVENUE

WHEREAS, in 2023, the Village Board approved and adopted the J W Eater Junior High Safe Routes to School Plan, which serves as a resource for the Village Board, Village staff, the Illinois Department of Transportation (IDOT), and community residents regarding how transportation infrastructure and education should improve; and

WHEREAS, the 2023 Eater Safe Routes to School Plan identified improvements that could be put in place to improve safety for students, school staff, and the general public around Eater Junior High School; and

WHEREAS, Village staff has worked with the staff from the Champaign County Regional Planning Commission (CCRPC) and Rantoul City Schools (RCS) to conduct surveys, and collect data on modes of transportation used by Eater Junior High students; and

WHEREAS, IDOT has opened a new funding round for its Safe Routes to School Program;

WHEREAS, the Village in cooperation with RCS, desires to make application to the IDOT 2025 Safe Routes to School Program to help fund safety improvements along Wabash Avenue near Eater Junior High; and

WHEREAS, the Village Board is supportive of these efforts.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Rantoul, Illinois, as follows:

1. That the Mayor and Village staff are hereby authorized to apply for a 2025 IDOT Safe Routes to School Infrastructure Grant in an amount up to \$250,000 for the purposes of constructing safety improvements along Wabash Avenue in front of Eater Junior High School and hereby agrees to the understandings and assurances contained in said application. This grant requires no local matching funds.
2. The Mayor and Village Clerk are hereby authorized to sign and execute any and all documents necessary for the completion of said application, acceptance of the grant, and execution of grant agreements to fulfill the intent of this resolution.

This Resolution is hereby passed, the “ayes” and “nays” being called, by the concurrence of a majority of the members of the Corporate Authorities then present at a regular meeting held on the date set forth below.

PASSED this 9th day of September, 2025.

Village Clerk

APPROVED this 9th day of September, 2025.

Village President

ILLINOIS SAFE ROUTES TO SCHOOL PROGRAM

Funding Application Guidance – Cycle 2025



PURPOSE

The purpose of this guidance is to explain the requirements, eligibility, and application process of the Illinois Safe Routes to School Program.

ABOUT SAFE ROUTES TO SCHOOL

Safe Routes to School (SRTS) was established as a stand-alone Federal-Aid program in August 2005 through the passage of SAFETEA-LU, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users. Through 2009, Illinois received \$23.7M through SAFETEA-LU. In 2010, an additional \$7.5M was allotted as a result of the extension of SAFETEA-LU through December 2010.

These funds were provided to be administered through state DOTs at 100% federal participation with no state or local match required. These funds were made available until fully expended.

With the 2012 passage of MAP-21, Moving Ahead for Progress in the 21st Century, the SRTS program was changed from its status as a stand-alone program and became part of the new Transportation Alternatives Program (TAP), along with the Transportation Enhancements Program and the National Recreational Trails Program. The most notable changes to the SRTS program were the elimination of the requirement for states to provide a full-time SRTS Coordinator position and the funding participations and limits.

Funding under MAP-21, and the FAST-Act, was provided as 80% federal/20% local match. Funding was also eligible for rescission after 4 years. The FAST ACT has expired; however, federal highway programs were being funded under a continuing resolution.

The 2025 SRTS Cycle, will have 12 million available in grants for projects funding; each of the projects will have 80% funded by TA Set-Aside under the Bipartisan Infrastructure Law (BIL) of 2021, and 20% local match funded by HSIP.

Federal Participation for the SRTS Funding Cycle 2025 will be 100%.

SRTS uses a multidisciplinary approach to improve conditions for the walk or bike to school. The program has three main goals:

- 1. to enable and encourage children, including those with disabilities, to walk and bicycle to school***
- 2. to make bicycling and walking to school a safer and more appealing transportation alternative, thereby encouraging a healthy and active lifestyle from an early age; and***
- 3. to facilitate the planning, development, and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity (within 2 miles) of primary, middle, and high schools (grades K-12).***

Safe Routes to School utilizes the six basic program components, known as the “6 E’s”, that comprehensively address obstacles and create solutions:

Engineering – Creating operational and physical improvements to the infrastructure surrounding schools that reduce speeds and potential conflicts with motor vehicle traffic, and establish safer and fully accessible crossings, walkways, trails, and bikeways.

Education – Teaching children about the broad range of transportation choices, instructing them in important lifelong bicycling and walking safety skills, and launching driver safety campaigns in the vicinity of schools.

Enforcement – Partnering with local law enforcement to ensure traffic laws are obeyed in the vicinity of schools (this includes enforcement of speeds, stopping for pedestrians in crossings, and proper walking and bicycling behaviors), and initiating community enforcement such as crossing guard programs.

Encouragement – Using events and activities to promote walking and bicycling.

Evaluation – Monitoring and documenting outcomes and trends through the collection of data, including the collection of data before and after the intervention(s).

Engagement & Equity – Working with existing community organizations. Listening to students, families, teachers, and school leaders. Building ongoing engagement opportunities that ensure initiatives are benefitting all demographic groups.

ELIGIBLE APPLICANTS

Grade Levels: Safe Routes to School projects must focus on students in grades Kindergarten through 12th grade. Public grade schools, middle, junior high schools, high schools, and grade centers that serve these ages are eligible. Early childhood centers (that serve only pre-school children) are not eligible.

Private Schools: Private and parochial schools may also apply for SRTS projects. Infrastructure projects that serve private school locations are allowed if they are located on the public right-of-way. This may include projects on private land that have public access easements. **ROW and Easement Costs are NOT reimbursable. Necessary ROW and Easement should be secured before a project can be considered for award.** Non-infrastructure activities are also allowed at private and parochial schools.

Application Sponsors:

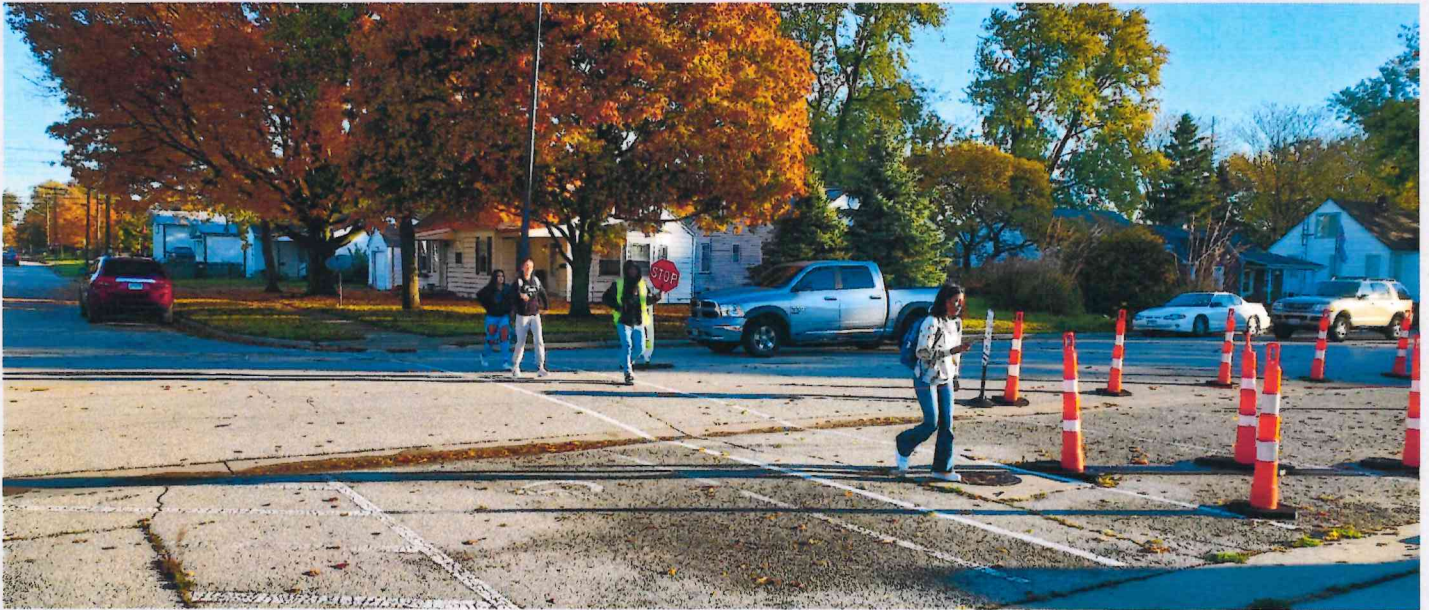
Infrastructure applications may be sponsored by Political subdivisions (municipalities, counties, townships) or other roadway jurisdictions. Schools and school districts may also apply for infrastructure projects provided they can demonstrate the ability to follow all Federal and State of Illinois policies, directives, and laws. Schools and municipalities must work together to determine the most beneficial improvements to best enable safe walking and bicycling for students.

Non-infrastructure applications may be sponsored by School districts, Political subdivisions (municipalities, counties, townships), Metropolitan planning organizations / regional planning commissions, Councils of government, Local, regional, and state agencies (health departments, police departments), and Non-profit organizations (PTA/PTO, community organization, health association, etc.).

For the application, the group who will be administering the project(s) must apply as the Sponsoring Agency. A single Sponsoring Agency will be responsible for administering all project components of the application. The Sponsoring Agency will act as the fiscal agent for all projects and will put forth the initial funds for the project. Funds will be reimbursed through the Illinois Department of Transportation.

J.W. Eater Junior High School

Safe Routes to School Plan 2023



CHAMPAIGN COUNTY
REGIONAL PLANNING
COMMISSION



RESOLUTION 09-23-1395

**A RESOLUTION ACCEPTING AND ADOPTING THE
EATER JUNIOR HIGH SCHOOL SAFE ROUTES TO SCHOOL PLAN**

WHEREAS, the Village of Rantoul desires to be proactive in setting long term goals, objectives, and policies to guide the future growth and development of the community; and

WHEREAS, the Eater Junior High Safe Routes to School Plan will serve as a resource for the Village Board, Village staff, the Illinois Department of Transportation (IDOT), community residents, and the development community regarding how transportation infrastructure and education should improve; and

WHEREAS, Village staff has worked with the staff from the Champaign County Regional Planning Commission (CCRPC) to prepare the Safe Routes to School Plan for Eater Junior High School in conjunction with Rantoul City Schools District #137, and with the support of a Steering Committee after a public outreach process; and

WHEREAS, the Eater Junior High School Safe Routes to School Plan complements the 2020 Village of Rantoul Transportation Plan and the 2020 Safe Routes to School Plans for Broadmeadow, Eastlawn, Northview, and Pleasant Acres Elementary Schools approved by the Village Board on July 14, 2020 and the Rantoul City Schools District #137 Board on July 16, 2020; and

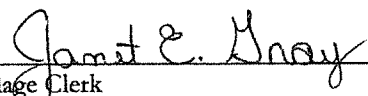
WHEREAS, the Village Board has determined that the proposed Eater Junior High School Safe Routes to School Plan is in the best interests of the citizens of the Village of Rantoul.

NOW, THEREFORE, BE IT RESOLVED by the Village President and the Board of Trustees, of the Village of Rantoul, Champaign County, Illinois, as follows:

Section 1. That the “Eater Junior High School Safe Routes to School Plan” dated August 2023 be and is hereby adopted as a guide to enabling and encouraging students to safely walk and bicycle to that school in the Village of Rantoul.

This Resolution is effective upon its passage, approval, and publication in pamphlet form as required by law.

PASSED this 12th day of September, 2023.


Village Clerk

APPROVED this 12th day of September, 2023.


Village President

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Downtown Streetscaping Project Update	DEPARTMENT: Community Planning & Development
DATE: September 2, 2025	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Ordinance Authorizing and Directing the Issuance, Sale, and Delivery of General Obligation Bonds, Series 2025	DEPARTMENT: Administration
DATE: September 2, 2025	AMOUNT: 18,000,000.00
ATTACHMENTS: 1. 09-25-2803 Ordinance - General Obligation Bond Series 2025	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: With a desire to finance the costs of various capital improvements benefitting the Village, including the construction of a new electric substation, the Administration is seeking authorization to issue and sell General Obligation Bonds with a maturity date no later than 2050, and an interest rate no greater than 6%.	
RECOMMENDED ACTION: Approve Ordinance	
DEPARTMENT HEAD APPROVAL Scott Eisenhauer	VILLAGE ADMINISTRATOR Scott Eisenhauer

ORDINANCE 2803

OF THE

VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS

PASSED

SEPTEMBER 9, 2025

GENERAL OBLIGATION BONDS

SERIES 2025

ORDINANCE 2803

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Exhibit A - Form of Bonds

ORDINANCE 2803

AN ORDINANCE AUTHORIZING AND DIRECTING THE ISSUANCE, SALE, AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2025, OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the “Village”) is a Home Rule unit of government and political subdivision of the State of Illinois, duly created, organized, and existing under and by virtue of the Constitution and laws of the State of Illinois, and has all powers of Home Rule units as provided in Section 6 of Article VII of the Constitution of the State of Illinois, as amended, including the power to incur debt payable from ad valorem property tax receipts, or from any other lawful source, and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS, the Village desires to finance the costs of various capital improvements benefitting the Village, including construction of a new electric substation (the “Project”); and

WHEREAS, the estimated costs of the Project, including legal fees, and all other costs of issuance related to the issuance of bonds, is not less than \$18,000,000.00, and sufficient funds of the Village are not available to pay the cost of the Project; and

WHEREAS, the Village is authorized to issue and sell general obligation bonds of the Village for lawful purposes, including financing the costs of the Project; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the Village and of its inhabitants at this time to authorize the issuance and delivery of said bonds for the purposes aforesaid as herein provided.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Ordinance shall have the following meanings:

“Bond Counsel” means Gilmore & Bell, P.C., Edwardsville, Illinois, or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the Village.

“Bond Payment Date” means any date on which the principal or Redemption Price of or interest on any Bond is payable.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the principal payment office of the Paying Agent.

“Bonds” means the General Obligation Bonds, Series 2025, authorized and issued by the Village pursuant to this Ordinance.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

“Construction Fund” means the fund by that name referred to in **Section 501** hereof.

“Debt Service Fund” means the fund by that name referred to in **Section 501** hereof.

“Defaulted Interest” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations, if and to the extent the same are at the time legal for investment of the Village’s funds:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (A) not subject to redemption prior to maturity or (B) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations serving as security for the obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations serving as security for the obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated in the same rating category as United States Government Obligations or higher by a nationally recognized rating service.

“Federal Tax Certificate” means the Federal Tax Certificate of the Village setting forth representations and covenants relating to the exclusion of interest on the Bonds from gross income for federal income tax purposes.

“Interest Payment Date” means the Stated Maturity of an installment of interest on any Bond.

“Maturity” means, when used with respect to any Bond, the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Notification of Sale” means the Notification of Sale setting forth the final terms of the sale of the Bonds.

“Ordinance” means this Ordinance adopted by the Board of Trustees of the Village, authorizing the issuance of the Bonds, as amended from time to time, including by the Notification of Sale.

“Outstanding” means, when used with reference to the Bonds, as of any particular date of determination, all Bonds theretofore authenticated and delivered hereunder, except the following:

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“Paying Agent” means Zions Bancorporation, National Association, which has a principal payment office located in Chicago, Illinois, and any successors or assigns.

“Person” means any natural person, corporation, limited liability company, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Project” means various capital improvements benefitting the Village, including construction of a new electric substation.

“Rebate Fund” means the fund by that name referred to in **Section 501** hereof.

“Record Date” for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for the redemption of such Bond pursuant to the terms of this Ordinance.

“Redemption Price” when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date, which price is to be stated as a percentage of the principal amount of those Bonds to be redeemed.

“Registered Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

“Special Record Date” means the date prior to the payment date of Defaulted Interest fixed by the Paying Agent pursuant to **Section 204** hereof.

“Stated Maturity” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Ordinance as the fixed date on which the principal of such Bond or such installment of interest thereon is due and payable.

“Underwriter” means Bernardi Securities, Inc., Chicago, Illinois, as the original purchaser of the Bonds.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the same rating category or higher as the United States of America by a nationally recognized rating service and such obligations are held in a custodial account for the Village’s benefit.

“Village” means the Village of Rantoul, Champaign County, Illinois, and any successors or assigns.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds.

There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2025 of the Village in the aggregate principal amount of not to exceed \$18,000,000 for the purpose of providing funds to pay costs of (a) the Project, and (b) issuing the Bonds.

Section 202. Description of Bonds.

(a) The Bonds shall consist of fully-registered bonds, numbered from 1 upward in order of issuance, in denominations of \$5,000 or any integral multiple thereof. The Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be substantially in the form set forth in **Exhibit A** attached hereto, and shall be subject to registration, transfer and exchange as provided in **Section 205** hereof. All of the Bonds shall be dated the date of original issue and delivery, shall become due in the amounts on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in **Article III** hereof, and shall bear interest at rates per annum as set forth in the Notification of Sale, subject to the following:

The Bonds shall be issued in an aggregate principal amount of not to exceed \$18,000,000; shall bear interest at various coupon rates not to exceed 6.00%; shall have a final maturity not later than January 1, 2050; and shall be subject to optional redemption prior to maturity not later than January 1, 2037. The final terms of the Bonds, including the interest rates, maturity dates and redemption provisions, shall be approved by the Village President as

evidenced in the Notification of Sale. The Village deems it proper to delegate to the Village President the power to approve such final terms as he or she shall, on behalf of the Village, determine, subject to the limitations of this Ordinance.

(b) The Bonds shall bear interest at the rates set forth in the Notification of Sale (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on January 1 and July 1 in each year, beginning on July 1, 2026, or such other dates set forth in the Notification of Sale.

Section 203. Designation of Paying Agent.

(a) Zions Bancorporation, National Association, a national banking association with a principal payment office located in Chicago, Illinois, is hereby designated as the Village's paying agent for the payment of principal or Redemption Price of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds (the "Paying Agent").

(b) The Village reserves the right to appoint a successor Paying Agent by (1) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (2) causing notice of the appointment of the successor Paying Agent to be given by first class mail to each Registered Owner. The Paying Agent may resign upon giving written notice by first class mail to the Village and the Registered Owners not less than 60 days prior to the date such resignation is to take effect. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

(c) The Paying Agent shall be paid its usual and customary fees and expenses for its services in connection with the Bonds.

Section 204. Method and Place of Payment of Bonds.

(a) The principal or Redemption Price of and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

(b) The principal or Redemption Price of each Bond shall be paid at Maturity by check, electronic transfer or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal payment office of the Paying Agent.

(c) The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest by (1) check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or such other address furnished to the Paying Agent in writing by such Registered Owner or (2) electronic transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the name and address of the bank, the bank's ABA routing number and the account number to which such Registered Owner wishes to have such transfer directed.

(d) Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Village shall notify the Paying Agent in writing of the

amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent unless the Village and the Paying Agent agree to a shorter time period) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment, unless the Village and the Paying Agent agree to a shorter time period. The Paying Agent shall promptly notify the Village of such Special Record Date and, in the name and at the Village's expense, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register on such Special Record Date.

(e) The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest paid on all Bonds and, upon the Village's written request, shall forward a copy or summary of such records to the Village.

Section 205. Registration, Transfer and Exchange of Bonds.

(a) The Village covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the principal payment office of the Paying Agent for the registration, transfer and exchange of Bonds as herein provided. Each Bond when issued shall be registered in the name of the Registered Owner thereof on the Bond Register.

(b) Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal payment office of the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

(c) In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The Village shall pay the reasonable fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the reasonable cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. If any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

(d) The Village and the Paying Agent shall not be required to (1) register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption, or (2) register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Village of its intent to pay

Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

(e) The Village and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Village nor the Paying Agent shall be affected by any notice to the contrary.

(f) At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners (or a designated representative thereof) of 10% or more of the aggregate principal amount of the Bonds then Outstanding. The authority of any designated representative of such Registered Owners must be evidenced to the satisfaction of the Paying Agent.

Section 206. Execution, Registration, Authentication and Delivery of Bonds.

(a) Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Village President and attested by the manual or facsimile signature of the Village Clerk and shall have the Village's official seal affixed or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

(b) The Village President and Village Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

(c) The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by an authorized signatory of the Paying Agent, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to or upon the order of the Underwriter, or shall hold the Bonds as "FAST Agent" for the benefit of the Beneficial Owners (as hereinafter defined), upon payment to the Village of the purchase price of the Bonds plus accrued interest thereon to the date of their delivery.

Section 207. Mutilated, Destroyed, Lost and Stolen Bonds.

(a) If (1) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (2) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent to save each of the Village and the Paying Agent harmless, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the Village shall execute and the Paying Agent shall authenticate and deliver, in

exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

(b) If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Paying Agent, in its discretion, may pay such Bond instead of delivering a new Bond.

(c) Upon the issuance of any new Bond under this Section, the Village or the Paying Agent may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

(d) Every new Bond issued pursuant to this Section shall constitute a replacement of the Village's prior obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be canceled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so canceled and shall file an executed counterpart of such certificate with the Village.

Section 209. Preliminary and Final Official Statement. The use by the Underwriter of any Preliminary Official Statement and any final Official Statement relating to the Bonds (the "Official Statement") is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the Village are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by this Ordinance, said Preliminary Official Statement, the Official Statement and the Bonds.

Section 210. Sale of Bonds.

(a) The Village President or Village Administrator is each hereby authorized to enter into a bond purchase agreement between the Village and the Underwriter, under which the Village agrees to sell the Bonds to the Underwriter at the purchase price set forth in the Notification of Sale, upon the terms and conditions set forth therein, which each officer is hereby authorized to execute such bond purchase agreement for and on the Village's behalf, such officer's signature thereon being conclusive evidence of his or her approval thereof.

(b) The Village President is authorized and directed to approve the purchase price for the Bonds, the principal amounts by maturity, the interest rates, optional redemption provisions, and the other final terms of the Bonds, subject to the limitations set forth in **Section 202**, and in that connection, to execute and deliver the Notification of Sale for and on behalf of and as the act and deed of the Village, which approval will be conclusively evidenced by the execution by the Village President. Upon execution, the Notification of Sale will be attached and made part of this Ordinance. The Village Clerk is authorized and directed to attest the execution of the Notification of Sale and any other documents, certificates and instruments that are necessary or desirable to carry out the intent of this Ordinance.

Section 211. Securities Depository.

(a) For purposes of this Section, the following terms shall have the following meanings:

“Beneficial Owner” means, whenever used with respect to a Bond, the Person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such Person’s subrogee.

“Cede & Co.” means Cede & Co., the nominee of Securities Depository, and any successor nominee of Securities Depository with respect to the Bonds.

“Participant” means any broker-dealer, bank or other financial institution for which Securities Depository holds Bonds as securities depository.

“Representation Letter” means the representation letters from the Village and the Paying Agent to DTC with respect to the Bonds.

“Securities Depository” means The Depository Trust Company, New York, New York.

(b) The Bonds shall be initially issued as one single authenticated fully registered bond for each Stated Maturity. Upon initial issuance, the ownership of such Bonds shall be registered in the Bond Register kept by the Paying Agent in the name of Cede & Co., as nominee of the Securities Depository. The Paying Agent and the Village may treat the Securities Depository (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or Redemption Price of and interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Registered Owners of Bonds under this Ordinance, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Paying Agent nor the Village shall be affected by any notice to the contrary. Neither the Paying Agent nor the Village shall have any responsibility or obligation to any Participant, any Person claiming a beneficial ownership interest in the Bonds under or through the Securities Depository or any Participant, or any other Person which is not shown on the Bond Register kept by the Paying Agent as being a Registered Owner of any Bonds, with respect to the accuracy of any records maintained by the Securities Depository or any Participant, with respect to the payment by the Securities Depository or any Participant of any amount with respect to the principal or Redemption Price of and interest on the Bonds, with respect to any notice which is permitted or required to be given to Registered Owners of Bonds under this Ordinance, with respect to the selection by the Securities Depository or any Participant of any Person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by the Securities Depository as Registered Owner of the Bonds. The Paying Agent shall pay all principal or Redemption Price of and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the Village’s obligations with respect to the principal or Redemption Price of and interest on the Bonds to the extent of the sum or sums so paid. No Person other than the Securities Depository (or the Paying Agent as “FAST Agent”) shall receive an authenticated Bond for each separate Stated Maturity evidencing the Village’s obligation to make payments of principal and interest. Upon delivery by the Securities Depository to the Paying Agent of written notice to the effect that the Securities Depository has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) If the Participants holding a majority position in the Bonds determine that it is in the best interest of the Beneficial Owners that they be able to obtain certificated Bonds, the Participants may notify the Securities Depository and the Paying Agent, whereupon the Securities Depository shall notify the Participants of the availability through the Securities Depository of Bond certificates. In such event, the Bonds will be

transferable in accordance with paragraph (e) hereof. The Securities Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Village and the Paying Agent and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of the Securities Depository, all payments with respect to the principal or Redemption Price of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Securities Depository as provided in the Representation Letter.

(e) If any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Paying Agent from the Registered Owners thereof of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Ordinance. If Bonds are issued to holders other than Cede & Co., its successor as nominee for the Securities Depository as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of this Ordinance shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds and the method of payment of the principal or Redemption Price of and interest on such Bonds. In the event that Bonds are issued to holders other than the Securities Depository, the Paying Agent may rely on information provided by the Securities Depository or any Participant as to the names, addresses of and principal amounts held by the Beneficial Owners of the Bonds.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) Subject to the conditions set forth in **Section 202**, the Bonds shall be subject to redemption as set forth in the Notification of Sale and as provided below.

(b) Any Bonds designated as Term Bonds in the Notification of Sale shall be subject to the following mandatory redemption requirements. At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Village may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Registered Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Village under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection (b)) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection (b). Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Village to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity in chronological order, and the principal amount of Term Bonds of the same Stated Maturity to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Village intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Village will, on or before the 45th day next

preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with respect to such mandatory redemption.

Section 302. Selection of Bonds to Be Redeemed.

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date of the Village's written instructions specifying the principal amount, Stated Maturities, Redemption Date and Redemption Price of the Bonds to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met. The foregoing provisions of this paragraph shall not apply to the mandatory redemption of Term Bonds designated in the Notification of Sale, and such Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Village and whether or not the Paying Agent shall hold moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed in such order of their Stated Maturities as shall be determined by the Village, and Bonds of less than a full Stated Maturity and bearing interest at the same interest rate shall be selected by the Paying Agent in \$5,000 units of principal amount by lot or in such other equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds, when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the Redemption Price and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption.

(a) Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on the Village's behalf by mailing a copy of an official redemption notice by first class mail at least 30 days but not more than 60 days prior to the Redemption Date to each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

(b) All official notices of redemption shall be dated and shall contain the following information:

(1) the Redemption Date;

(2) the Redemption Price;

- (3) if less than all Outstanding Bonds are to be redeemed, the identification number, Stated Maturity and, in the case of partial redemption of any Bonds, the respective principal amounts of the Bonds to be redeemed;
- (4) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (5) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal payment office of the Paying Agent.
- (c) Prior to any Redemption Date, the Village shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.
- (d) Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Village defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, the Paying Agent shall prepare for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be canceled and destroyed by the Paying Agent as provided herein and shall not be reissued.
- (e) The failure of any Registered Owner to receive the foregoing notice or any defect therein shall not invalidate the effectiveness of the call for redemption.
- (f) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed therewith the CUSIP number, if any, of the Bonds being redeemed with the proceeds of such check or other transfer.
- (g) The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.
- (h) With respect to optional redemptions, such notice may be conditioned upon moneys being on deposit with the Paying Agent on or prior to the Redemption Date in an amount sufficient to pay the Redemption Price on the Redemption Date. If such notice is conditional and either the Paying Agent receives written notice from the Village that moneys sufficient to pay the Redemption Price will not be on deposit on the Redemption Date, or such moneys are not received on the Redemption Date, then such notice shall be of no force and effect, the Paying Agent shall not redeem such Bonds and the Paying Agent shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not or will not be so received and that such Bonds will not be redeemed.

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401. Security for the Bonds.

The Bonds shall be general obligations of the Village payable as to principal or Redemption Price of and interest on the Bonds from ad valorem taxes which shall be levied without limitation as to rate or amount upon all the taxable property within the Village's territorial limits. The full faith, credit and resources of the Village are hereby irrevocably pledged for the prompt payment of the principal or Redemption Price of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax.

(a) For the purpose of providing for the payment of the principal or Redemption Price of and interest on the Bonds as the same become due, there is hereby levied upon all of the taxable property within the Village the following direct annual tax for each of the years that any of the Bonds are outstanding, in amounts sufficient to produce the amounts necessary for the payment of such principal or Redemption Price of and interest as the same becomes due and payable:

<u>FOR THE YEAR</u>	<u>A TAX SUFFICIENT TO PRODUCE THE SUM OF:</u>
2025	\$2,000,000 for principal and interest
2026	2,000,000 for principal and interest
2027	2,000,000 for principal and interest
2028	2,000,000 for principal and interest
2029	2,000,000 for principal and interest
2030	2,000,000 for principal and interest
2031	2,000,000 for principal and interest
2032	2,000,000 for principal and interest
2033	2,000,000 for principal and interest
2034	2,000,000 for principal and interest
2035	2,000,000 for principal and interest
2036	2,000,000 for principal and interest
2037	2,000,000 for principal and interest
2038	2,000,000 for principal and interest
2039	2,000,000 for principal and interest
2040	2,000,000 for principal and interest
2041	2,000,000 for principal and interest
2042	2,000,000 for principal and interest
2043	2,000,000 for principal and interest
2044	2,000,000 for principal and interest
2045	2,000,000 for principal and interest
2046	2,000,000 for principal and interest
2047	2,000,000 for principal and interest
2048	2,000,000 for principal and interest

(b) If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Village Treasurer is hereby authorized and directed to pay said principal or interest out of the

general funds of the Village and to reimburse said general funds for money so expended when said taxes are collected.

(c) To the extent that the taxes levied above exceed the amount necessary to pay debt service on the Bonds as set forth in the Notification of Sale, the Village President is hereby authorized to direct the abatement of such taxes to the extent of the excess of such levy in each year over the amount necessary to pay debt service on the Bonds in the following bond year. Proper notice of such abatement shall be filed with the County Clerk of The County of Champaign, Illinois (the "County Clerk"), in a timely manner to affect such abatement.

(d) The Village covenants and agrees with the Registered Owners of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the foregoing tax levy and the Village and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the Debt Service Fund.

(e) Notwithstanding anything to the contrary herein, the Village may abate the foregoing taxes whenever funds from any lawful source are available for the payment of the principal of and interest on the Bonds. The Village may direct the abatement of the foregoing taxes to the extent such other legally available funds are sufficient for the payment of the principal of and interest on the Bonds and shall timely file an appropriate certification of such abatement with the County Clerk. If for any reason there is abatement of such levy of taxes and the failure thereafter to pay the principal of and interest on the Bonds, the additional amount, together with accrued interest, shall be added to the tax levy in the year of, or the next year following, such failure.

Section 403. Filing of Ordinance.

Upon the passage of this Ordinance, the Village Clerk is hereby directed to file a certified copy of this Ordinance with the County Clerk, and it shall be the duty of the County Clerk to annually, in and for each of the years 2025 to 2048, inclusive, ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the Village in connection with other taxes levied in each of said years for general corporate purposes, in order to raise the respective amounts aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general corporate purposes of the Village, and when collected, the taxes hereby levied shall be placed in the Debt Service Fund.

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEY

Section 501. Establishment of Funds.

There have been or shall be established in the Village's treasury and shall be held and administered by the Village Treasurer the following separate funds:

- (a) Construction Fund.
- (b) Debt Service Fund.
- (c) Rebate Fund.

Section 502. Deposit of Bond Proceeds.

- (a) Proceeds of the sale of the Bonds in the amount specified in the Notification of Sale shall be applied by the Underwriter to pay costs of issuance of the Bonds.
- (b) The remaining balance of the proceeds of the sale of the Bonds shall be deposited in the Construction Fund and shall be applied in accordance with **Section 507** hereof.

Section 503. Application of Money in Debt Service Fund.

All amounts paid and credited to the Debt Service Fund shall be expended and used by the Village for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds on any Bond Payment Date. The Village Treasurer is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay the principal or Redemption Price of and interest on the Bonds as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal or Redemption Price, and interest will become due. If, through the lapse of time or otherwise, the Registered Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Village. All money deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Bonds entitled to payment from such money.

Section 504. Deposits and Investment of Money.

- (a) Money in each of the funds created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State of Illinois. All money held in the funds created by this Ordinance shall be kept separate and apart from all other funds of the Village so that there shall be no commingling of such funds with any other funds of the Village.
- (b) Money held in any fund referred to in this Ordinance may be invested by the Village Treasurer at the direction of the Board of Trustees, in accordance with this Ordinance and the Federal Tax Certificate, in any legally permissible investment of funds of the Village; provided, however, that no such investment may be made for a period extending longer than to the date when the money invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

Section 505. Nonpresentment of Bonds.

If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent, all liability of the Village to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his or her part under this Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due at Maturity, the Paying Agent shall, without liability for interest thereon, repay to the Village the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Village,

and the Registered Owner thereof shall be entitled to look only to the Village for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Village shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 506. Payments Due on Saturdays, Sundays and Holidays.

In any case where a Bond Payment Date is not a Business Day, then payment of the principal or Redemption Price of and interest on the Bonds need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 507. Application of Money in the Construction Fund.

(a) Moneys in the Construction Fund shall be used by the Village solely for the purpose of (1) paying the costs of the Project in accordance with the plans and specifications to be approved by the Board of Trustees and filed in the office of the Village Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Village's architects and engineers and approved by the Board of Trustees, and (2) paying the costs and expenses of issuing the Bonds.

(b) The Village Treasurer shall make withdrawals from the Construction Fund upon satisfaction that such payment is being made for a purpose within the scope of this Ordinance and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof.

(c) Upon completion of the purpose for which the Bonds have been issued, any surplus remaining in the Construction Fund shall be transferred to and deposited in the Debt Service Fund.

Section 508. Application of Money in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent necessary to satisfy the arbitrage rebate required pursuant to the Federal Tax Certificate, for payment to the United States of America, and neither the Village nor the Registered Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The Village shall periodically determine the amount of arbitrage rebate under Section 148(f) of the Code in accordance with the Federal Tax Certificate, and the Village shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any money remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any arbitrage rebate required pursuant to the Federal Tax Certificate, or provision made therefor, shall be released to the Village.

(c) Notwithstanding any other provision of this Ordinance, including in particular **Article VII** hereof, the obligation to pay arbitrage rebate to the United States and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Bonds.

ARTICLE VI

REMEDIES

Section 601. Remedies.

The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the Village and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

- (a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the Village and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the Constitution and laws of the State of Illinois;
- (b) by suit, action or other proceedings in equity or at law to require the Village, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 602. Limitation on Rights of Registered Owners.

The covenants and agreements of the Village contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, or date of Maturity or right of prior redemption as provided in this Ordinance. No one or more Registered Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

Section 603. Remedies Cumulative.

No remedy conferred herein upon the Registered Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Registered Owner, then, and in every such case, the Village and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Registered Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

Section 604. Exception for Continuing Disclosure.

This **Article VI** shall not apply to **Section 805** hereof regarding the Village's continuing disclosure obligations, and Registered Owners or Beneficial Owners (as defined in the Continuing Disclosure Undertaking) shall have no remedies for enforcement of said obligations other than the remedies provided for in **Section 805** hereof and the Continuing Disclosure Undertaking.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance.

(a) When any or all of the principal of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of the Village's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the principal of the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company having full trust powers, at or prior to the Stated Maturity or Redemption Date of said principal of the Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of and redemption premium, if any, on said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (1) the Village has elected to redeem such Bonds, and (2) either notice of such redemption has been given, or the Village has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with **Section 302(a)** hereof.

(b) Any money and Defeasance Obligations that at any time shall be deposited by or on behalf of the Village with the Paying Agent or other commercial bank or trust company for the purpose of paying and discharging any of the principal of the Bonds, or the scheduled interest payments thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such money shall be and is hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Ordinance.

(c) To accomplish a defeasance of the principal of the Bonds or scheduled interest payments thereon when the Village will rely on interest to be earned on any Defeasance Obligations deposited as described in paragraph (a) above, the Village shall cause to be delivered to the Paying Agent (i) a report of an independent firm of nationally recognized certified public accountants verifying the sufficiency of the escrow established to pay the Bonds in full at Maturity, (ii) an escrow agreement and (iii) an opinion of Bond Counsel to the effect that the principal of the Bonds or scheduled interest payments thereon are no longer "Outstanding" under this Ordinance. Bonds shall be deemed "Outstanding" under this Ordinance unless and until they are in fact paid and retired or the criteria of this Section are met.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801. Tax Covenants.

The Village covenants and agrees that it will (i) comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Bonds, and (ii) not use or permit the use of any proceeds of Bonds or any other funds of the Village, nor take or permit any other action, or fail to take any action, which would adversely affect the ordinances or exclusion from federal gross income of the interest on the Bonds. The Village will also adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Village. The Village President is hereby authorized to execute a Federal Tax Certificate, in order to set forth certain representations, facts, expectations, terms and conditions relating to the use and investment of the proceeds of the Bonds, to establish and maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate provisions of Code.

Section 802. Annual Audit.

(a) Annually, promptly after the end of the fiscal year, the Village will cause an audit to be made of its funds and accounts for the preceding fiscal year by a certified public accountant or firm of certified public accountants.

(b) Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Village Clerk. Such audits shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Registered Owner.

(c) As soon as possible after the completion of the annual audit, the governing body of the Village shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Ordinance, the Village shall promptly cure such deficiency.

Section 803. Amendments.

(a) Notwithstanding the Village's obligations under the Continuing Disclosure Undertaking which may only be modified as provided therein, the rights and duties of the Village and the Registered Owners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by ordinance of the Village with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding. Such consent shall be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Village Clerk. No such modification or alteration may:

- (1) extend the maturity of any payment of principal or interest due upon any Bond;
- (2) alter the optional Redemption Date of any Bond;

(3) effect a reduction in the amount which the Village is required to pay as principal of or interest on any Bond;

(4) permit preference or priority of any Bond over any other Bond; or

(5) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

(b) Any provision of the Bonds or of this Ordinance may, however, be amended or modified by Ordinance duly adopted by the governing body of the Village at any time in any legal respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

(c) Without notice to or the consent of any Registered Owners, the Village may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owners.

(d) Every amendment or modification of the provisions of the Bonds or of this Ordinance, to which the written consent of the Registered Owners is given, as above provided, shall be expressed in an ordinance adopted by the Board of Trustees of the Village amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental ordinance if any, and a certified copy of this Ordinance shall always be kept on file in the office of the Village Clerk and shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or of this Ordinance will be sent by the Village Clerk to any such Registered Owner or prospective Registered Owner.

(e) Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Village Clerk a copy of the ordinance of the Village hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

(f) The Village shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance which affects the duties or obligations of the Paying Agent under this Ordinance.

Section 804. Notices, Consents and Other Instruments by Registered Owners.

(a) Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Registered Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (except for the assignment of ownership of a Bond as provided for in the form of Bond set forth in **Exhibit A**) if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the Village and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(1) The fact and date of the execution by any Person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within

such jurisdiction that the Person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(2) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

(b) In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the Village shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Registered Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Registered Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Registered Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Village.

Section 805. Continuing Disclosure.

The Village President is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Continuing Disclosure Undertaking"). When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein provided, the Continuing Disclosure Undertaking will be binding on the Village and the officers, employees and agents of the Village, and the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedy for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

Section 806. Municipal Bond Insurance.

In the event the payment of principal of and interest on the Bonds is insured pursuant to a municipal bond insurance policy (the "Municipal Bond Insurance Policy") issued by a bond insurer (the "Bond Insurer"), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the Village and the Paying Agent agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Registered Owners to the Bond Insurer upon payment of the Bonds by the Bond Insurer, amendment hereof, or other terms, as approved by the Village President on advice of counsel, his or her approval to constitute full and complete acceptance by the Village of such terms and provisions under authority of this Section.

Section 807. Reimbursements.

The Village has made certain capital expenditures prior to the date of this Ordinance and expects to make additional capital expenditures after the date of this Ordinance in connection with the Project and the Village intends to reimburse itself for such expenditures with the proceeds of the Bonds.

Section 808. Further Authority.

The Village's officers, including the Village President, the Village Administrator, the Village Treasurer and the Village Clerk are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable, including the approval and execution of agreements relating to paying agent services and any post-issuance compliance services necessary to keep the Village in compliance with its covenants and agreements set forth in the Federal Tax Certificate and the Continuing Disclosure Undertaking, in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 809. Parties Interested Herein.

Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any Person or entity, other than the Village, the Paying Agent and the Registered Owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation thereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the Village shall be for the sole and exclusive benefit of the Village, the Paying Agent and the Registered Owners of the Bonds.

Section 810. Severability.

If any section or other part of this Ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 811. Governing Law.

This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Illinois.

Section 812. Effective Date.

This Ordinance shall take effect and be in full force immediately after its passage by the Board of Trustees and approval by the Village President.

Section 813. Electronic Transactions.

The transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

ADOPTED by the Board of Trustees this 9th day of September, 2025.

Aye: _____.

Nay: _____.

Abstain: _____.

PASSED this 9th day of September, 2025.

Village Clerk

APPROVED this 9th day of September, 2025.

Village President

**EXHIBIT A
TO ORDINANCE 2803**

(FORM OF BONDS)

**EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE
(DESCRIBED HEREIN), THIS GLOBAL BOND MAY BE
TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO
ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY
(DESCRIBED HEREIN) OR TO A SUCCESSOR SECURITIES
DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR
SECURITIES DEPOSITORY.**

**UNITED STATES OF AMERICA
STATE OF ILLINOIS**

**Registered
No. _____**

**Registered
\$ _____**

VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS

**GENERAL OBLIGATION BOND
SERIES 2025**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP Number</u>
%	January 1, 20__	_____, 2025	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, a home rule unit of government and political subdivision of the State of Illinois (the “Village”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to the Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on January 1 and July 1 in each year, beginning on July 1, 2026, until said principal amount has been paid.

The principal or Redemption Price of this Bond shall be paid at Maturity or upon earlier redemption by check, electronic transfer or draft to the Person in whose name this Bond is registered on the Bond Register (hereinafter defined) at the Maturity or Redemption Date thereof, upon presentation and surrender of this Bond at the principal payment office of Zions Bancorporation, National Association (the “Paying Agent”),

in Chicago, Illinois. The interest payable on this Bond on any Interest Payment Date shall be paid to the Person in whose name this Bond is registered on the registration books maintained by the Paying Agent (the "Bond Register") at the close of business on the Record Date for such interest, which shall be the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date. Such interest shall be payable by (a) check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or such other address as is furnished to the Paying Agent in writing by such Registered Owner, or (b) electronic transfer to such Registered Owner upon written notice signed by such Registered Owner and given to the Paying Agent not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the name and address of the bank, the bank's ABA routing number and the account number to which such Registered Owner wishes to have such transfer directed. The principal or Redemption Price of and interest on the Bonds shall be payable by check, electronic transfer or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of bonds of the Village designated "General Obligation Bonds, Series 2025," aggregating the principal amount of \$_____ (the "Bonds"), issued by the Village for the purpose of paying costs of (1) various capital improvements benefitting the Village, including construction of a new electric substation, and (2) issuing the Bonds, under the authority of and in full compliance with the constitution and laws of the State of Illinois and an ordinance duly passed (the "Ordinance") and proceedings duly and legally had by the governing body of the Village. *Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance.*

At the Village's option, the Bonds or portions thereof maturing on January 1, 20__ and thereafter may be called for redemption and payment prior to maturity on January 1, 20__ and thereafter as a whole or in part at any time in such order of maturity as shall be determined by the Village (Bonds of less than a full maturity to be selected in multiples of \$5,000 principal amount by lot or such other equitable manner as the Paying Agent shall designate) at the Redemption Price of 100% of the principal amount thereof, plus accrued interest thereon to the Redemption Date.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first class mail at least 30 days but not more than 60 days prior to the Redemption Date to each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register maintained by the Paying Agent. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Village defaults in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest.

The Bonds constitute general obligations of the Village payable as to principal or Redemption Price of and interest on the Bonds from ad valorem taxes levied without limitation as to rate or amount upon all the taxable property, within the Village's territorial limits. The full faith, credit and resources of the Village are irrevocably pledged for the prompt payment of the principal or Redemption Price of and interest on the Bonds as the same become due.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature, registered in the nominee name of the Securities Depository, is being issued and required to be delivered to and immobilized with the Securities Depository or with the Paying Agent as the Securities Depository's FAST Agent. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be affected on the records of the Securities Depository and its participants. The Paying Agent and the

Village will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (1) payments of the principal or Redemption Price of and interest on, this Bond, (2) notices and (3) voting. Transfers of principal or Redemption Price of and interest payments to participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Paying Agent and the Village will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of the principal or Redemption Price of and interest on this Bond shall be made in accordance with existing arrangements between the Paying Agent, the Village and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the principal payment office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The Village and the Paying Agent may deem and treat the Person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest due hereon and for all other purposes.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions and things required to be done and to exist precedent to and in the issuance of the Bonds have been done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Illinois; that a direct annual tax upon all taxable property situated in the Village has been levied for the purpose of paying the principal or Redemption Price of and interest on the Bonds when due; and that the total indebtedness of the Village, including this Bond and the series of which it is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS,
has caused this Bond to be executed by the manual or facsimile signature of its Village President and
attested by the manual or facsimile signature of its Village Clerk and its official seal to be affixed or
imprinted hereon.

CERTIFICATE OF AUTHENTICATION

**VILLAGE OF RANTOUL, CHAMPAIGN
COUNTY, ILLINOIS**

This Bond is one of the Bonds
of the issue described in the
within-mentioned Ordinance.

By: _____
Village President

Registration Date: _____

ZIONS BANCORPORATION,
NATIONAL ASSOCIATION,
Paying Agent

(Seal)

ATTEST:

By _____
Authorized Signatory

Village Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the Bond Register kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Rantoul, Champaign County, Illinois, and as such officer I am the keeper of the records and files of the Board of Trustees of said Village.

I do further certify that the foregoing constitutes a full, true and complete copy of an ordinance adopted by the Board of Trustees of the Village on the 9th day of September, 2025, entitled:

**AN ORDINANCE AUTHORIZING AND DIRECTING THE
ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION
BONDS, SERIES 2025, OF THE VILLAGE OF RANTOUL,
CHAMPAIGN COUNTY, ILLINOIS; PROVIDING FOR THE
LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE
PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON
THE BONDS AS THEY BECOME DUE; AND AUTHORIZING
CERTAIN OTHER DOCUMENTS AND ACTIONS IN
CONNECTION THEREWITH.**

I do further certify that the deliberations of the Board of Trustees of said Village on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board of Trustees of said Village at least 48 hours in advance of the holding of said meeting on a day other than a Saturday, a Sunday or a legal holiday for municipalities in the State of Illinois; that said agenda contained a specific reference to said ordinance; and that said meeting was called and held in strict accordance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that said Board of Trustees has complied with all of the applicable provisions of said Act, said Code and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of said Village, this 9th day of September, 2025.

(SEAL)

Village Clerk, Village of Rantoul,
Champaign County, Illinois

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Master Service Agreement for Engineering and Consulting Services with Foth Infrastructure & Environment, LLC	DEPARTMENT: Administration
DATE: September 2, 2025	AMOUNT: Final Amount Unknown Dependent upon extent of services
ATTACHMENTS: 1. Foth Infrastructure & Environment, LLC Engineering Agreement	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: As GFL Environmental Inc. continues their progress towards application for a transfer station in our community, the Administration feels it is in the best interest to hire Foth Infrastructure and Environment, LLC to provide consulting services throughout the process. The money submitted by GFL under the application fee will be used to fund these contractual services.	
RECOMMENDED ACTION: Approve Agreement	
DEPARTMENT HEAD APPROVAL Scott Eisenhauer	VILLAGE ADMINISTRATOR Scott Eisenhauer



MASTER AGREEMENT FOR SERVICES

Project Title
(the "Project"): Engineering and Consulting Services

This Master Agreement for Services (hereinafter "Agreement") is made and entered into this **9th** day of **July, 2025**, by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and **VILLAGE OF RANTOUL**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: Village of Rantoul

Address: 333 S. Tanner St. Rantoul, IL 61866

Phone No: 217-892-6801 Email Address: seisenhauer@myrantoul.com

Scope of Services: Client hereby agrees to retain Consultant to perform the following Services:

Services to be performed in accordance with the project-specific Work Orders issued under this Agreement.

Schedule: Services shall be performed according to the following schedule:

Schedule to be in accordance with the project-specific Work Orders issued under this Agreement.

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

Compensation to be in accordance with the project-specific Work Orders issued under this Agreement.

Term: This Agreement shall commence as of the date set forth above and shall remain in effect until terminated as provided herein.

The attached Agreement for Services Standard Terms and Conditions, along with any Exhibits, is made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date first written above, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

Signed: _____

Name (printed): _____

Title: _____

Date: _____

CONSULTANT

Signed: _____

Name (printed): _____

Title: _____

Date: _____

Signed: _____

Name (printed): _____

Title: _____

Date: _____

AGREEMENT FOR SERVICES STANDARD TERMS AND CONDITIONS

1.0 Commencement of Services - The Services will commence consistent with the schedule referenced in the Work Orders or as otherwise agreed to by the parties. If after commencement of the Services, the Project is delayed for any reason beyond the control of Consultant for more than sixty (60) days, the terms and conditions contained herein are subject to revision by Consultant.

1.1 Standard of Care - The standard of care for any professional Services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no other warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by Consultant. Subject to the standard of care, Consultant and its sub-consultants may use and rely upon data, reports, design elements and information ordinarily or customarily furnished by others, including, but not limited to Client, Client's other contractors or consultants, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Consultant shall not be required to sign any document, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain.

2.0 Client Responsibilities - Client shall provide, at Client's expense, all criteria, design, and construction standards including full information as to Client's requirements for the Project, including all document specifications. The provision or production of such data or information is not included in the Services, except where explicitly referenced in the Scope of Services. As stated in Section 1.1, Consultant shall be entitled to rely upon such data and information in the performance of the Services and shall not be liable for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client, Client's agents or Client's other consultants. Such data and information shall include but not be limited to the following:

- a. If not included in the Scope of Services, a complete survey of the Project site which shall include but not be limited to easements, right-of-way, encroachments, zoning and deed restrictions, subterranean structures or utilities, existing buildings and improvements.
- b. If not included in the Scope of Services, soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations.
- c. Legal counseling services necessary for the Project including legal review of the construction contract documents.
- d. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
- e. If not included in the Scope of Services, permits and approvals from any authorities having jurisdiction over the Project.

2.1 Right of Entry - Client shall provide for entry for the employees, agents and subcontractors of Consultant and for all necessary equipment.

2.2 Client Authorized Representative - Client shall designate a person authorized to act as Client's representative. Client or his representative shall receive and examine documents submitted by Consultant and shall be empowered to interpret and define Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of Consultant's Services. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project, Services or other event which may substantially affect Consultant's performance of Services under this Agreement.

3.0 Fees and Payment

3.1 Invoice Payment Due - Client shall compensate Consultant for Services and expenses rendered under this Agreement. Consultant's fee for Services will be based on Consultant's rates currently in effect at the time the Services are done; lump sum or other schedules as identified under the Compensation section of the Work Orders.

Rates of Consultant are subject to annual revision. Payment shall be due within thirty (30) days after the date of invoice describing the Services performed and expenses incurred during the preceding invoice period.

3.2 Failure to Pay. Client agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for Services rendered has not been made within thirty (30) days from the date of invoice, Consultant may, after giving seven (7) days' written notice to Client and without penalty or liability of any nature, and without waiving any claim against Client, suspend all work on all Services as set forth herein. Upon receipt of payment in full for Services rendered, plus interest charges, Consultant will continue with Services. Payment of all compensation due Consultant pursuant to this Agreement shall be a condition precedent to Client using any of Consultant's work product and/or deliverables under this Agreement.

3.3 Interest on Late Payments - In order to defray carrying charges resulting from delayed payments, simple interest at the maximum rate allowed by law will be added to the unpaid balance of each invoice. The interest period shall commence thirty (30) days after the date of the original invoice and shall terminate upon date of payment. Payments will be first credited to interest and then to principal.

4.0 Insurance/Limitation of Consultant's Liability - Consultant will maintain the following insurance coverages:

- a. Worker's compensation insurance pursuant to state law.
- b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Consultant or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- d. Professional liability insurance, if applicable, of \$1,000,000 per claim and in the aggregate.

4.1 Not Used.

4.2 Waiver of Subrogation - Both parties hereby waive, and shall cause their respective insurers to waive, all rights of subrogation against the other party, their employees, officers, directors, shareholders, agents, or sub-consultants for damages caused by risks covered by insurance, except such rights as they may have to the proceeds of the insurance.

5.0 Indemnification - Consultant, to the fullest extent permitted by law, shall indemnify and hold harmless Client and any of Client officers, directors, employees and agents from and against claims, losses, damages, liabilities, including attorney's fees and expenses, for third-party claims of bodily injury, sickness or death, and property damage or destruction to the extent caused by the negligent acts or omissions of Consultant or Consultant's separate contractors or anyone for whose acts any of them may be liable, but only to the extent of the negligence. Nothing in this Section shall obligate Consultant to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct. Notwithstanding the forgoing, Consultant has no obligation to defend or pay indemnitee defense costs incurred prior to a final determination of liability or to pay any amount that exceeds the proportionate share of Consultant's finally determined percentage of liability as determined by a court of competent jurisdiction.

6.0 Hazardous Materials - Client hereby understands and agrees that Consultant has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution ("Hazardous Materials"), whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Consultant has been retained to provide Services. Therefore, to the fullest extent permitted by law, except for Hazardous Materials introduced onto the site by Consultant and not required or permitted in the performance of Consultant's Services, Client agrees to indemnify, and hold Consultant, its officers, directors, shareholders, employees, and Consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorney fees and court costs, arising out of, or resulting from the discharge, escape or release, of Hazardous Materials. Nothing contained within this Agreement shall be construed or interpreted as requiring Consultant to assume the status of a generator, transporter, or owner or operator of a treatment, storage or disposal facility, as those terms appear within the Resource Conservation and Recovery Act,

42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

7.0 Design Without Construction Phase Services - Notwithstanding any provisions in this Agreement to the contrary, if this Project involves construction and Consultant is not retained to provide construction phase services including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees that Consultant shall be responsible only for those construction phase services expressly required in Consultants Scope of Services. With the exception of such expressly required Services, Consultant shall have no design, shop drawing review, or other obligations during construction, and Client assumes all responsibility for construction phase services. Client waives all claims against the Consultant that may be connected in any way to construction phase services except for those Services that are expressly required in Consultants Scope of Services.

8.0 Documents- Ownership of Work Product and Proprietary Information - The deliverables prepared under this Agreement shall become the property of the Client only upon completion of the Services and payment in full of all monies due to Consultant. In the event Client reuses or makes any modifications to the deliverables without prior written authorization of Consultant, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant, its consultants, agents, officers, directors, shareholders and employees harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modifications of Consultant's Services, work product, and/or deliverables by the Client or any person or entity that acquires or obtains the such work product and/or deliverables from or through the Client without the written authorization of Consultant.

Notwithstanding the foregoing Consultant's liability to Client for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. CONSULTANT MAKES NO WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by Consultant under this agreement. The Consultant will take reasonable precautions to prevent the transmission of any electronic virus, or other contamination with the exchange of electronic media, but Consultant makes no assurances that those precautions are adequate to assure a contamination free transmission.

Consultant retains title and interest in all of its standard details, plans, specifications, methodologies, tools, and computation documents, whether in written or electronic form, which have been incorporated into the documents and instruments of service, but which were developed by Consultant independent of this Agreement.

9.0 Injury to Workers on Project Consultant has no responsibility for site safety or for the means and methods employed by Client's construction contractor(s). Client agrees that Consultant will be named as an additional insured on construction contractor's insurance policy for Commercial General Liability and Builders All Risk Liability, and Client agrees to insert into all contracts for construction between Client and construction contractor(s) arising out of these Services a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Client and Consultant from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Consultant,. Client will be responsible for any damages caused by Client's failure to comply with the above requirements.

10.0 Probable Construction Costs Opinions - Any opinion of the construction cost prepared by Consultant represents his judgment and is supplied for the general guidance of the Client. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee that bids or actual construction costs to the Client will not vary from Consultant's opinions of probable cost. If the Client desires greater assurance as to construction costs, Client shall employ an independent cost estimator.

11.0 Site Visits - Visits to the construction site and observations made by Consultant as part of Services during construction under this Agreement shall not make Consultant responsible for the obligation to conduct, comprehensive monitoring of the work of the contractor(s) sufficient to ensure conformance with the intent of the construction contract documents, and shall not make Consultant responsible for, nor relieve the construction contractor(s) of the full responsibility for, constructions means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the contractor(s) work under the construction contract documents, and for all safety precautions incidental thereto. Such visits by Consultant are not to be construed as part of the observation duties of the on-site observation personnel defined below.

12.0 On-Site Observation - When Consultant provides on-site observation personnel as part of Services during construction under this Agreement, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the construction contract documents are being fulfilled. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of any construction work and Consultant's obligations are limited to becoming generally familiar with the progress of the construction. Consultant's observation will not cause Consultant to be responsible for those duties and responsibilities which belong to the construction contractor(s), including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the construction contract documents.

13.0 Termination or Abandonment - If any portion of the Services or Project is terminated or abandoned by Client, the provisions of these Terms and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the Project, the fee for Services performed during such phase shall be based on Consultant's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse Consultant for termination costs.

This Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar days written notice of intent to terminate and an opportunity for correcting the default (plus such additional time as is reasonably necessary to correct the default, other than any payment default). Consultant shall be paid for Services performed to the termination date including reimbursable expenses due plus termination expenses.

14.0 Jurisdiction - This Agreement shall be governed by the laws of the State of the Project.

15.0 Dispute Resolution - The parties will use good faith efforts to resolve any dispute, controversy or claim arising out of or relating to this Agreement or the relationship between the parties (a "Dispute") through negotiation. To invoke the dispute resolution procedures in this section, one party must give the other party a written notice of its intent to negotiate. The notice will include a detailed description of the Dispute and a proposed resolution. Within five (5) business days after delivery of the notice, each party will designate a senior executive with authority to resolve the Dispute. The designated executives will engage in discussions in an effort to resolve the Dispute. If the designated executives do not agree on a resolution within twenty (20) days after the dispute notice has been delivered, the parties may agree to submit the Dispute to non-binding mediation by any mutually agreed-upon mediator, rules and location. Any mediation fees and expenses will be allocated and paid by the parties equally. If the parties do not reach a resolution through negotiation or mediation, either party may pursue all remedies available under this Agreement, at law or in equity in a court of competent jurisdiction. Each party hereby irrevocably waives its rights to trial by jury in any Dispute or proceeding arising out of this agreement or the transactions relating to its subject matter.

16.0 Waiver - Consultant's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

17.0 Successors and Assigns - All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

18.0 Severability - If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

19.0 Force Majeure - Neither party to this Agreement will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from a Force Majeure condition. Each party will take reasonable steps to mitigate the impact of any force majeure. If Consultant is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Consultant is responsible, the Contract Time(s) for performance as well as the Contract Price shall be reasonably extended by Change Order. By way of example, events that will entitle Consultant to an extension of the Contract Time(s) include acts or omissions of Client or anyone under Client's control (including separate contractors), changes in the Work, Differing Site Conditions,

Hazardous Conditions, wars, floods, labor disputes, unusual delay in transportation, epidemics, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God (Force Majeure Condition). For clarity purposes, labor shortages or supply chain disruptions resultant from epidemic or pandemic events are specifically to be considered grounds constituting a Force Majeure Condition. Labor shortages and inefficiencies, delays, escalation, or cost impacts resulting from labor shortages or supply chain disruptions associated with such an event shall be considered grounds for a Force Majeure Condition event and shall afford Consultant the opportunity for schedule and cost relief associated with such an event.

20.0 Customs, Duties, Tariffs – Consultant's prices herein do not include customs, duties, tariffs and other importation or exportation fees. In the event that, after the date of Consultant's proposal and related pricing:

- a. any new tariffs, duties, or other import/export fees or governmental charges ("Tariffs"), or modifications of existing Tariffs are imposed on materials or goods;
- b. any changes in applicable laws impact the price and/or availability of labor, materials, or goods; or
- c. any occurrence(s) of regional labor escalations or shortages (that could not be reasonably foreseen) that result from changes to (or changes in the enforcement of) applicable laws,

that are required for the performance of this contract, Consultant shall pass through any additional costs/changes to Client. Consultant will provide reasonable notice to Client of the imposition of such Tariffs and/or the impact of such changes, including notice of any cost impacts at the time of levy, any schedule adjustments or impacts (price included) to the overall project sequencing, and, if available, potential substitutions/alternatives. As its sole remedy, Client can reject the cost/changes proposed by Consultant and terminate the associated Work Order or scope of work. Client maintains full responsibility, and Consultant assumes no liability, (direct or indirect) resulting from any delay in the Client providing Client its decision(s) on acceptance and/or rejection of the offer provided to Client as communicated from Consultant.

21.0 Entire Agreement - This Agreement, and its attachments, constitutes the entire understanding between Client and Consultant relating to Services to be provided by Consultant and, excepting only confidentiality agreements between the parties pertaining to the Project, supersede any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if the Client, its officers, agents, or employees request Consultant to perform extra work or Services pursuant to this Agreement, Client will pay for the additional Services even though an additional written Agreement is not issued or signed. The obligations of Consultant under this Agreement shall survive in accordance with applicable State statutes.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Purchase of two Circuit Breakers for the Proposed Construction of the New Prospect Substation Project from Grid Solutions, LLC (GE Vernova) in the amount of \$219,670.00, with a contingency of \$10,630.00	DEPARTMENT: Public Works
DATE: September 2, 2025	AMOUNT: \$219,670.00 - Circuit Breakers <u>\$ 10,630.00 - Freight (5%)</u> \$230,300.00 - Total
ATTACHMENTS: 1. Circuit Breaker Quotes	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: This agenda item provides for the purchase of two (2) circuit breakers from Grid Solutions, LLC (GE Vernova) in the amount of \$219,670.00 for the proposed construction of the New Prospect Substation project. The Village received competitive quotes for two (2) circuit breakers for the Prospect Substation project. A total of two (2) quotes were collected, and they have been reviewed for completeness and the ability to meet specification requirements. Please see the attached Letter of Recommendation with a summary of the quotes for the circuit breaker purchase for the Rantoul Prospect Substation. The quote from GE Vernova was the apparent low quote for Specification 3510K003, which did not include any noteworthy clarifications besides standard price escalators. GE Vernova has a good list of completed reference projects. The company appears to be in good standing, and they employ certified and trained craftsmen. The Village does need to upgrade the system with this Prospect Substation, and we do not see pricing coming down anytime soon. Therefore, BHMGM recommends awarding the contract to GE Vernova (Lynn Elliott of KC) for the circuit breakers purchase with it being the low quote and better lead time. Due to potential price escalators, potential design changes, and changes in freight costs, we would advise to approve funding up to \$230,300.00.	

A contingency fund of \$10,630.00 is requested for freight. For this purchase, 20% is for a down payment, and 80% is due upon delivery. The purchase was included in the Fiscal Year 2026 Reserves Budget in line item 541-1180-430.75-70.

RECOMMENDED ACTION: Authorize the approval for the purchase of two (2) circuit breakers from GE Grid Solutions, LLC. (GE Vernova) in the amount of \$219,670.00 for the proposed construction of the New Prospect Substation project with a contingency of \$10,630.00.

DEPARTMENT HEAD APPROVAL
Jacob D. McCoy, P.E.

VILLAGE ADMINISTRATOR
Scott Eisenhauer



BHMg Engineers, Inc.

9735 Landmark Parkway Drive
Suite 110A
St. Louis, MO 63127

Jake McCoy

August 26, 2025

Village of Rantoul

Ref: 3510 Prospect Sub – Circuit Breaker Purchase

Dear Jake,

The Village received competitive quotes for two (2) circuit breakers for the Prospect Substation project. A total of two (2) quotes were collected and have been reviewed for completeness and ability to meet specification requirements. A summary of the quotes are shown below:

Vendor	Price Each	Total Price	Lead Time
GE Vernova (Lynn Elliott of KC)	\$109,835.00	\$219,670.00	48 – 52 Weeks
Siemens (Wesco)	\$123,920.00	\$247,840.00	100 – 110 Weeks

The quote from GE Vernova (Lynn Elliott of KC) was the apparent low quote for Specification 3510K003 which did not include any noteworthy clarifications besides standard price escalators. GE Vernova (Lynn Elliott of KC) has a good list of completed reference projects. The company appears to be in good standing and employs certified and trained craftsmen.

The Village does need to upgrade their system with this Prospect Substation, and we do not see pricing coming down anytime soon. Therefore, BHMg recommends awarding the contract to GE Vernova (Lynn Elliott of KC) for the circuit breakers purchase with it being the low quote and better lead time. Due to potential price escalators, potential design changes, and changes in freight cost, we would advise to approve funding up to \$230,300.00.

It is our understanding that the Village will issue a PO. Should you have any questions concerning the proposals or the project, please do not hesitate to contact us.

Sincerely,

Chris Couch
Project Manager

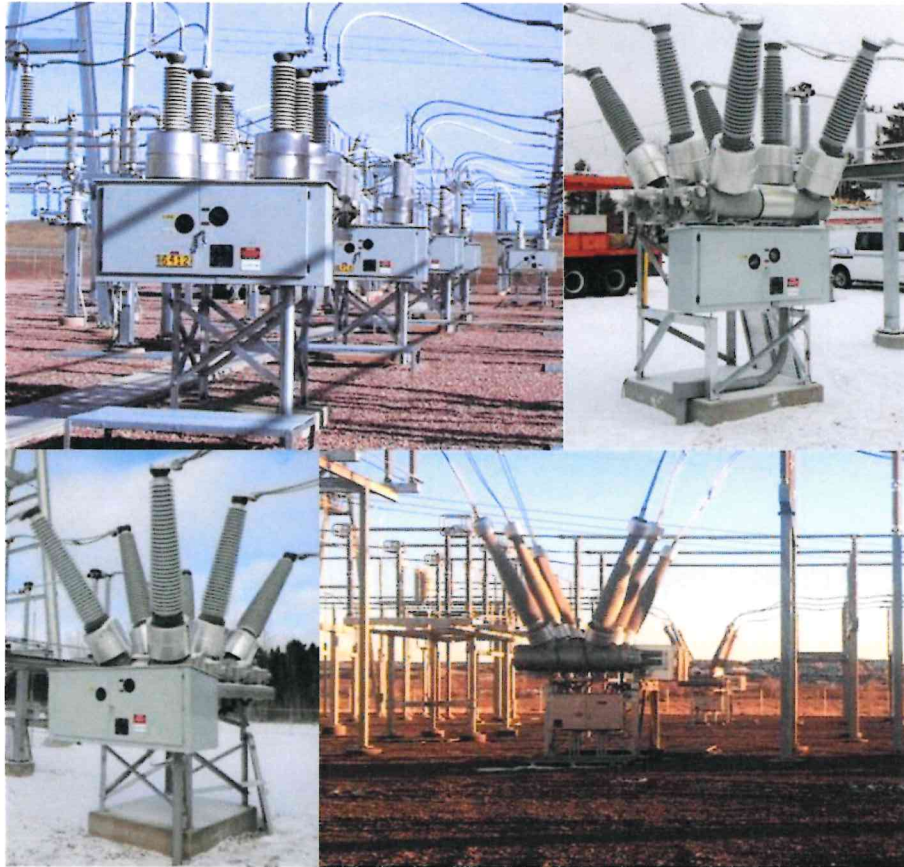
bhmg.com
636.296.8600

Enclosures: Quotes

Empowering teams that develop successful relationships for the future.



GE VERNOVA



BHMG Engineers, Inc

72.5kV Dead Tank Circuit Breaker

July 25, 2025

GE Proposal Number – IL-OP25061477910 – Revision 1

GE Grid Solutions, LLC
One Power Lane
Charleroi, PA 15022
www.GEGridSolutions.com



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1 Executive Summary

BHMG Engineers Inc,

Thank you for your interest in Grid Solutions, LLC for the reference opportunity. We are pleased to submit the enclosed proposal for your consideration in accordance with the specification provided and the noted comments, clarifications, and exceptions.

Grid Solutions is an industry leading manufacturer of high voltage circuit breakers with R&D and manufacturing facilities located in Charleroi, Pennsylvania. Our facility is the Competence Center for research and development, testing, and manufacturing of dead tank circuit breakers for worldwide distribution and is certified to ISO 9001-2015 and ISO 14001-2015.

The factory has manufactured and delivered over 45,000 breakers since 1995 to locations all over the world. In addition to the product offered herein, we have a complete range of dead tank circuit breakers, live tank circuit breakers and circuit switchers to meet your needs now and into the future.

Our uniquely qualified team includes industry leaders with decades of experience in the transmission and distribution world as well as the high voltage circuit breaker industry. The members of the Grid Solutions team are available at any time and are dedicated together with our Charleroi staff of over 450 employees to providing you best in industry service and support.

We once again thank you for this opportunity to submit an offer and look forward to answering any questions which arise while reviewing our proposal.

Sincerely,

Josh Wagner
Lead Engineer – Customer Applications, Grid Solutions
Phone: 878-379-6773
Email: josh.wagner@gevernova.com

2 Proposal

Two (2) 72.5 kV Dead Tank Circuit Breaker according to ANSI/IEEE standards for outdoor installation with mechanical spring operating mechanism including support structure:

▪ Type	DT1-72.5FK-40-F1
▪ Rated Nominal Voltage	69 kV
▪ Rated Maximum Voltage	72.5 kV
▪ Frequency	60 Hz
▪ Rated Continuous Current	1200 A
▪ Rated Short-Circuit Current	31.5 kA
▪ Interrupting Time	3 cycles
▪ High-Speed-Auto-Reclosure	3 Phase – Gang Operated
▪ BIL	350 kV @ 3,300' ASL
▪ Creep Distance / Material / Color	74" / Porcelain / Gray
▪ Insulating Medium	SF ₆ (Included for First Filling)
▪ Current Transformers	(12) 1200:5 MR C400, TRF 2.0
▪ Cabinet Enclosure Rating / Material	NEMA 3R / Painted Steel
▪ Ambient Temperature	-40°C to +40°C without Tank Heaters
▪ Seismic Rating	High per IEEE 693-2005
▪ Control Voltage / Range	125 VDC / (T) 70-140 VDC – (C) 90-140 VDC
▪ Motor Voltage	125 VDC / 120 VAC (Universal Motor)
▪ Alternate Current Circuit (Lighting / Heating)	120 / 240 VAC

Unit Price: **\$105,485.00 – USD, EXW La Prairie, QC**

Features and Benefits

- The circuit breaker is qualified to M2 class for mechanical endurance in accordance with IEC 62271-100. This qualifies the circuit breaker mechanically for 10,000 Close-Open operations without maintenance.
- The circuit breaker is qualified to C2 class for capacitor switching in accordance with IEEE/ANSI C37. This qualifies the circuit breaker for switching of capacitive loads (lines, cables, shunt capacitor bank, back-to-back) and with very low probability of re-strike.

3 Spare Parts, Special Tools & Service

Item #	Parts Description	DT1-72.5FK-40-F1 Price per Unit in USD
a	Spring Charging Motor	\$1,250.00
b	One (1) Trip or Close Coil	\$250.00

Prices of spare parts are valid only when ordered and delivered with the circuit breaker.

It's recommended for emergency purposes to purchase and stock a spare charging motor, trip and close coil.

Special Tools

No special tools are necessary for installation or maintenance of the breakers. We do recommend, however, having one (1) of each of the following SF₆ handling tools on site:

- Gas regulator and fill hose set One (1) per breaker
- Doble Transducer Bracket One (1) per breaker
- Hand crank for manual spring charge One (1) per breaker

Field Service

A field service representative is not included in the base price of the circuit breakers. If service is required, pricing information is listed below.

- Initial Trip (airfare & travel time) \$6,750.00 - USD
- Eight (8) hour day (time, lodging, meals & local transportation) \$5,250.00 - USD

4 Comments, Clarifications, and Exceptions

- * This offer is made strictly in accordance with the attached Terms and Conditions for Sale of Products and Services Form ESY 104 (Grid Solutions). This document will take precedent over all other verbiage.

Section 16361

- 1.2B UL is not applicable to high voltage circuit breaker; however, GE will use UL listed material where applicable.
- 1.4C Drawings will be submitted for approval between sixteen (16) to twenty (20) weeks after receipt of order. Delivery is based upon customer return of approved drawings in two (2) weeks.
- 2.1C The breakers are rated low seismic (0.2g) per IEEE 693-2005.
- 2.1H Tank heaters are not required for -40°C operation and not included.
- 2.1I GE does not recommend any spare parts for start-up or the first three years of operation; however, for the purpose of comparison, we are giving the prices for spares above. No spares are included in the base price of the circuit breakers. We maintain all necessary spare parts in our stock. Prices of spare parts are valid only when ordered and delivered with the circuit breaker.
- 3.1A The proposed circuit breakers have been tested according to ANSI/IEEE standards applicable at the time of testing. Type tests have been performed previously on a similar unit. Type test reports available but are not 3rd party certified. A set of routine tests, also according to ANSI/IEEE standards, will be conducted on the circuit breakers prior to shipment from our factory in Charleroi, PA. A repetition of any of these tests, regardless of the date originally performed, or the inclusion of a test or testing procedure not covered in these standards or on our Routine Testing Report is not included in the price of the circuit breakers.
- 3.1A.3 GE circuit breakers are designed, manufactured, and factory tested to be free of leaks. GE warrants a gas leakage rate of less than 0.5% per year on SF6 insulated equipment.
- Our factory includes state-of-the-art volumetric SF6 gas tightness testing for all dead-tank circuit breakers, based on our industry leading technology. Choosing GE's Grid Solutions as your supplier for breakers ensures that each of your breakers will be qualified to the highest standard using the only quantifiable testing on every production breaker in its as-shipped condition. See attached SF6 Gas Tightness Line Card for additional information.
- 3.2A The breakers will be shipped on a low step-deck or flatbed truck with bushings assembled and partially gas filled, thereby eliminating the need for a vacuum pump on site. On-site assembly consists of topping off with SF6 gas and mounting the lower legs of the support structure.

5 Commercial Terms of Sale

Validity:	Thirty (30) days after the date of this proposal.
Delivery:	Standard lead time is between forty-eight (48) to fifty-two (52) weeks after receipt of order (ARO). All lead times are subject to prior factory loading and material availability at the time of purchase order placement.
Delivery Note:	Delivery is based upon customer return of approved drawings in two (2) weeks. Drawings will be submitted for approval between sixteen (16) to twenty (20) weeks after receipt of order.
Shipping Point:	La Prairie, Quebec, Canada.
PO Remittance:	GE Grid Solutions, LLC., One Power Lane, Charleroi, PA 15022. Purchase order must include the Terms of Delivery, Payment Conditions, Cancellation Table and Tariff clause listed below.
Terms of Delivery:	Pricing is firm in USD, DAP (per INCOTERMS 2020), with freight prepaid and added to the invoice as cost +20%. Shipment to destination is limited to sites accessible by the vehicle in which the unit ships from the factory. Unloading is to be provided by others.
Payment Conditions:	20% Down payment. 80% Net 30 days after delivery. All Payments by wire transfer.
Instruction Manuals:	One instruction book is shipped inside the control cabinet of the breaker. Remaining instruction books will ship within two weeks of breaker shipment.
Warranty:	Twelve (12) months after installation, not to exceed eighteen (18) months after delivery. Warranties exclude wear and tear associated with normal circuit breaker operation, circuit breakers used in special applications not covered by ANSI/IEEE C37.04, and circuit breakers that have exceeded the maximum allowable cumulated current. Warranties are based on strict accordance with the maintenance instructions found in the breaker manual.
Liquidated Damages:	Liquidated damages are not included.
Sales Tax:	This offer does not include any sales tax (federal, state or local).
Damages:	The manufacturer shall not be liable for consequential or indirect damages such as loss of use, profit, contract, production, or any financial loss. In addition, the total liability is limited to a maximum of the contract value. The right for technical modifications is reserved.

Cancellation:

In the event of order cancellation, a payment will be due based on the table below.

Schedule (based on EXW factory)	Cancellation Charge
	(% of contract value)
0 – 4 weeks after receipt of order	20.0%
60+ weeks before delivery	30.0%
40 – 60 weeks before shipment	40.0%
42 – 48 weeks before shipment	50.0%
36 – 42 weeks before shipment	60.0%
24 – 36 weeks before shipment	70.0%
12 – 24 weeks before shipment	80.0%
0 – 12 weeks before shipment	100%

Delays:

Depending on the availability production slots, some delay requests from Buyer may not be accommodated.

In case of delay is accepted by GE, GE is entitled to revisit the Contract price based on additional project cost due to such delay. For projects that have ship date less than 24 weeks, delay on manufacturing is not possible. \$1,500 per breaker per week storage fee will be charge for $\leq 245\text{kV}$ gang operated breakers up to 4 weeks. For all $\geq 245\text{kV}$ and independent pole operated breakers as well as any storage more than 4 weeks, storage and service fee will be quoted at time of request.

Tariffs:

In the event of any change in any law of any country during the validity of the Offer, and until the signature of the contract or acceptance of purchase order by the Seller, the Seller shall be entitled to request revision of the prices and, as applicable, of the other conditions of its Offer to take into account the consequences of the aforementioned change in law. In the case where the Buyer does not permit the Seller to revise and update its Offer, the Seller shall be entitled, subject to written notice to the Buyer, to withdraw its Offer without liability to the Seller. Buyer is hereby informed that the consequences that any changes in law, including but not limited to, increased duties, tariffs or value added tax, or their future enactments may have on prices and availability of finished goods, raw materials, manpower, components, transport and logistics, and any other components of the scope of the Offer shall be considered for the purpose of this provision.

The following statement must be included in the Contract or on the Purchase Order, whichever is applicable.

The price stated in the Offer does not include any duties, tariffs, or value-added tax on raw materials, component imports, including imported finished goods and manufactured goods ("Tariffs"), which are to be paid by the Seller, irrespective of the agreed Incoterms, due to recent changes in law. The Parties agree that the Seller will be entitled to such Tariffs upon receiving written notification and the issuance of a separate invoice for the Tariffs. The Buyer agrees to pay the amount due within thirty (30) days of receiving the invoice.

6 General Comments / Characteristics

The circuit breakers offered belong to a family of switchgear highlighted by the following features:

- Third generation SF₆ interrupter with advanced thermal effect interrupter.
- Mechanical spring/spring operating mechanism.
- More than 80,000 circuit breakers/switchers on order or in service since 1989, worldwide.

A spring type operating mechanism is used to operate the circuit breakers. The stored energy in the springs is sufficient to perform one (1) O-CO operation without recharging. The tripping springs are automatically recharged after every C operation. Duty cycle is O-0.3s-CO-10s-CO as standard.

The breakers have NEMA four (4) hole bushing terminals, made of aluminum and arranged in a horizontal plane and NEMA two (2) hole, stainless steel, grounding pads located on opposite legs of the support structure. Anchor bolts, terminal connectors and ground clamps are to be provided by others.

The circuit breakers will be supplied with a minimum of 6 a' and 6 b' spare auxiliary contacts available for customer use. These contacts are factory set and are not field inter-interchangeable or adjustable.

The circuit breakers have one (1) common gas density monitoring system for the three (3) poles, located outside of the control housing, subject to ambient conditions. This pressure sensitive, temperature compensated SF₆ gas density monitor has two (2) contact settings for the following functions for falling density: (1) alarm, (2) functional lockout. The contact settings are adjusted at the factory; therefore, they require no calibration and should not be adjusted in the field.

The circuit breakers have a common gas piping system with a common fill valve located outside of the control cabinet, and self-sealing type isolation valves are provided on each tank to facilitate the removal of gas from a single tank.

In the event of a loss of supply to the motor, a hand crank is included with each breaker to manually charge the spring.

The breakers will be shipped on a low step-deck or flatbed truck with bushings assembled and partially gas filled, thereby eliminating the need for a vacuum pump on site. On-site assembly consists of topping off with SF₆ gas and mounting the lower legs of the support structure.

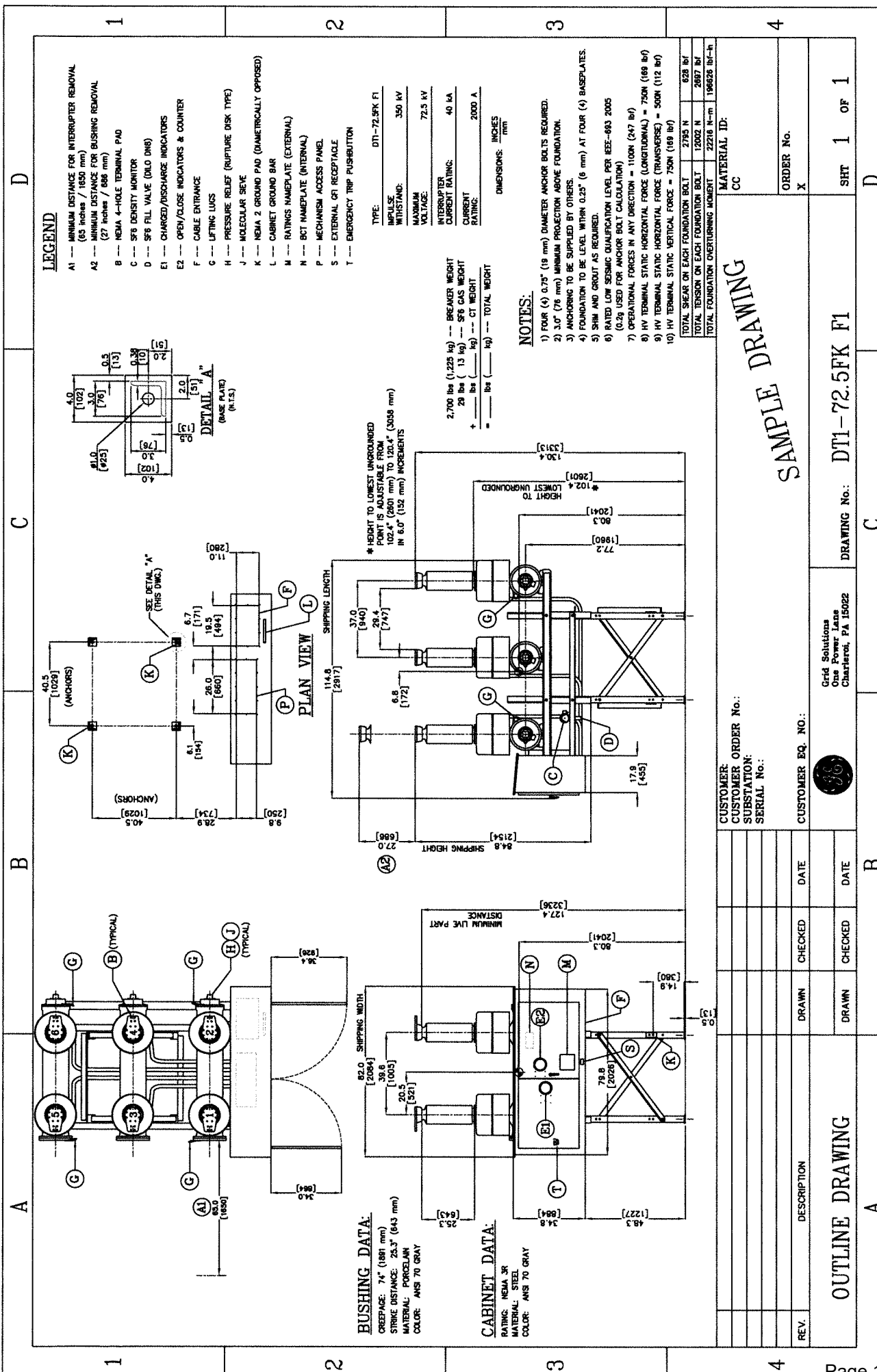
The proposed circuit breakers have been tested according to applicable ANSI/IEEE standards. Type tests have been performed previously on a similar unit. A set of routine tests, also according to ANSI/IEEE standards, will be conducted on the circuit breakers prior to shipment from our factory in Charleroi, PA. A repetition of any of these tests or the inclusion of a test or testing procedure not covered in these standards or on our Routine Testing Report is not included in the price of the circuit breakers.

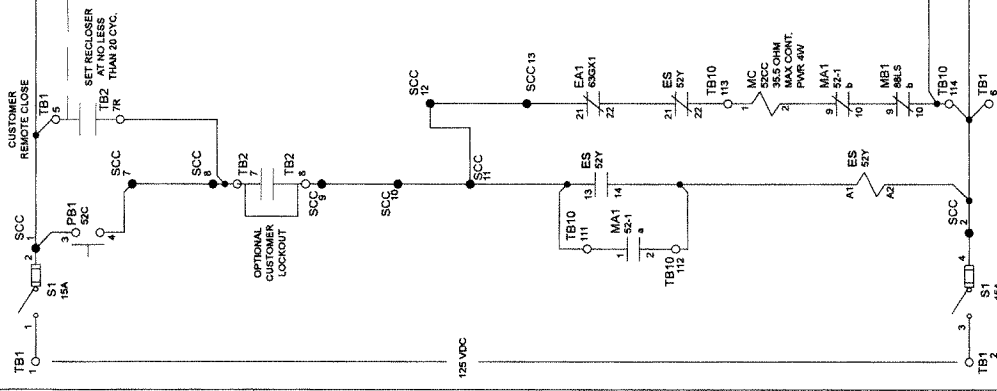
The cost of routine equipment testing at our facility is included in the breaker pricing. All other costs (i.e. travel, lodging, and meal expenses) associated with witness testing are not included.



7 Attachments

- DT1-72.5FK-40-F1 Sample Outline
- DT1-72.5FK-40-F1 Sample Schematic
- DT1-72.5FK-40-F1 Product Brochure
- SF6 Gas Tightness Line Card
- High Voltage Circuit Breakers Line Card
- Terms and Conditions

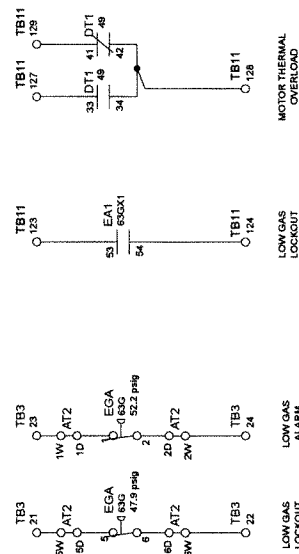
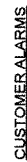
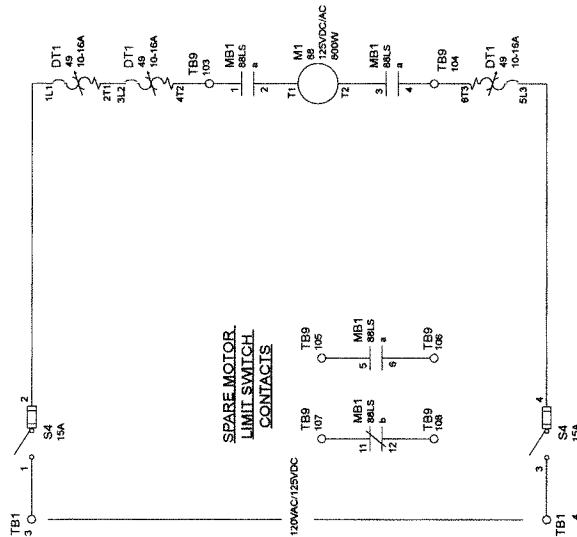




NOTES:

- 1) ALL DEVICES SHOWN IN DE-ENERGIZED POSITION
- 2) BREAKER SHOWN IN OPEN POSITION
- 3) SF6 SHOWN AT ZERO PRESSURE
- 4) CLOSING SPRING SHOWN IN CHARGED POSITION
- 5) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR

[illegible]



NOTES.

NOTES:

1) ALL DEVICES SUPPLIED IN THE ENERGIZED POSITION

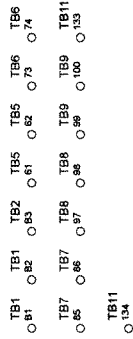
1) ALL DEVICES SHOWN IN DE-ENERGIZED POSITION
2) BREAKER SHOWN IN OPEN POSITION

2) BREAKER SHOWN IN OPEN POSITION

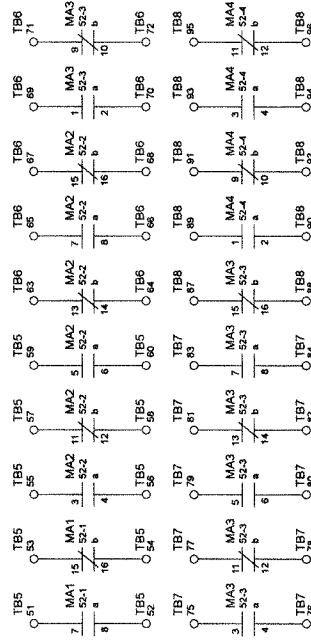
4) CLOSING SPRING SHOWN IN CHARGED POSITION

5) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHOR

SPARE TERMINAL BLOCKS FOR CUSTOMER USE



SPARE AUXILIARY SWITCHES FOR CUSTOMER USE



CUSTOMER:
CUSTOMER ORDER No.:
SUBSTATION:
SERIAL No.:

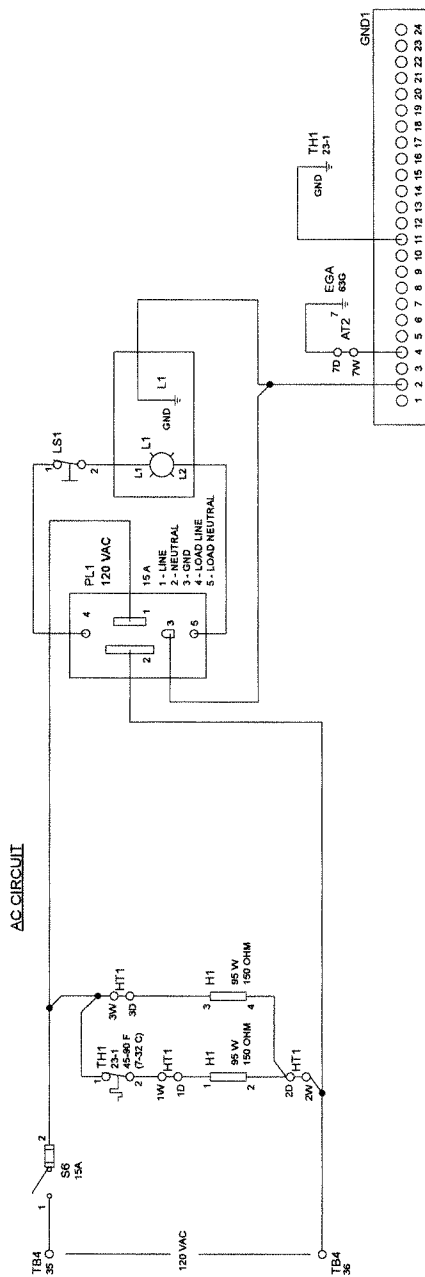
SAMPLE DRAWING

MATERIAL ID: CCDT1-72.5F ORDER No.

GE

DRAWING No.: DT1-72.5FK F1

REV.	DESCRIPTION
	MOTOR CIRCUIT AND ALARMS



NOTES:

- 1) ALL DEVICES SHOWN IN DE-ENERGIZED POSITION
- 2) BREAKER SHOWN IN OPEN POSITION
- 3) SF6 SHOWN AT ZERO PRESSURE
- 4) CLOSING SPRING SHOWN IN CHARGED POSITION
- 5) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORT

REV. DESCRIPTION	ECN NO.				CUSTOMER: CUSTOMER ORDER No.: SUBSTATION: SERIAL No.:				MATERIAL ID: CCDT1-72.5FK-001			
	DATE				DATE				ORDER No.			
AC SCHEMATIC	DRAWN BY				CHECKED				DATE			
	DRAWN				CHECKED				DATE			
				CUSTOMER EQ. No.:				DRAWING No.: DT1-72.5FK F1				
Grid Solutions One Power Lane								SHT 4 OF 13				

A

B

C

D

TERMINAL BLOCK WIRING

TB1	DC PWR	S11	1
	CLOSE	S13	2
TB2	DC PWR	S21	1A
	TRIP	S23	2A
TB3	DC PWR	S31	1B
	TRIP	S33	2B
TB4	DC PWR	S41	3
	TRIP	S43	4
TB5	POWER	S51	5
	CLOSE (V) BUS	S53	6
TB6	CLOSE (V) BUS	TB10/11/4	B
	SPARE	B1	B1
TB7	SPARE	B2	B2

TB11	LOW GAS	EAT153	121
	LOCKOUT	EAT154	124
TB12	SPARE	S26	1A
	SPARE	S28	2A
TB13	MOTOR	DT1-23	127
	MCB TRIP	DT1-42	129
TB14	SPARE	DT1-41	130
	SPARE	S30	131
TB15	SPARE	S32	132
	SPARE	S34	134

TB2	REMOTE CLOSE	SCC-3 TB2/7N	7
	CUST INTERLOCK	TB2/7R	7R
TB3	REMOTE TRIP 1	SCC-8	8
	REMOTE TRIP 2	SCC-13 TB2/8N	8A
TB4	REMOTE TRIP 1	TB2/8A	8A
	REMOTE TRIP 2	SCC-4	10
TB5	TRIP 1 (V) BUS	SCC-8	10A
	TRIP 2 (V) BUS	SCC-3	11
TB6	TRIP 2 (V) BUS	SCC-5	11A
	SPARE	BS	BS

TB3	REMOTE OPEN INDICATION	TB10/11/5	13
	LOW PWR	EAT14	17
TB4	TRIP ON	SCC-16	18
	LOW PWR	EAT14	19
TB5	LOW PWR	SCC-19	20
	AT23W	AT23W	21
TB6	AT23W	AT23W	22
	AT21W	AT21W	23
TB7	AT22W	AT22W	24
	SPARE	25	25
TB8	SPARE	26	26
	SPARE	27	27

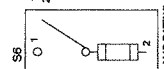
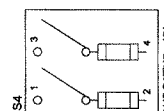
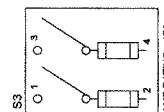
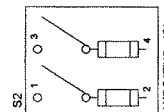
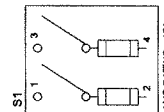
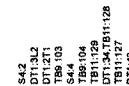
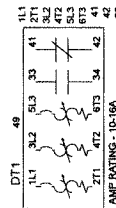
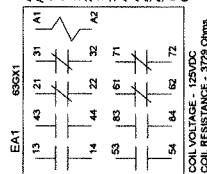
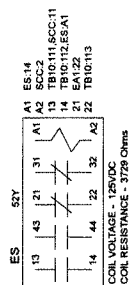
TB4	SPARE	31	31
	SPARE	32	32
TB5	CAS HTR	S61	35
	AUX PWR	HT1-2W/PL12	36

SPARE	MA1-13	122	MB1-13	121
	MA1-14	120	ME2	119
SPARE	SCC-8	118	MA2-1	116
	SCC-19	116	SCC-16	115
TRIP1 CIRCUIT	SCC-18	114	MA1-13	115
	SCC-17	113	MA1-12	114
TRIP1 CIRCUIT	SCC-16	113	MA1-11	108
	SCC-15	112	MA1-10	107
CLOSE CIRCUIT	MA2-2	111	MA1-9	106
	MA2-1	111	MA1-8	105
USED IN CIRCUIT	MA1-1	111	MA1-7	109
	MA1-2	111	MA1-6	108

SPARE	MA1-13	98	MA1-12	97
	MA1-14	96	MA1-11	95
SPARE	MA1-15	94	MA1-10	92
	MA1-16	93	MA1-9	91
SPARE	MA1-17	90	MA1-8	89
	MA1-18	88	MA1-7	87
SPARE	MA1-19	87	MA1-6	86
	MA1-20	85	MA1-5	84
SPARE	MA1-21	83	MA1-4	82
	MA1-22	81	MA1-3	80
SPARE	MA1-23	79	MA1-2	78
	MA1-24	77	MA1-1	76
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	MA1-41	57	MA1-42	56
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	MA1-541	0	MA1-542	0
SPARE	MA1-543	0	MA1-544	0
	MA1-545	0	MA1-546	0
SPARE	MA1-547	0	MA1-548	0
	MA1-549	0	MA1-550	



1	1815.5	PBJ3.13	21.5W512
2	1810.11	EA13.2	EA5.2A5.14
3	EA13.1	1812.1	PBJ3.2322
4	1810.117	1812.1	EA13.2324
5	1812.1	PBJ3.3	EA13.4332
6	1810.119	PBJ3.1	EA13.1833A
7	EA13.2	PBJ3.1	
8	EA13.2	1812.7	
9	1812.8	EA13.2	
10	EA13.1	EA13.1	1812.9A
11	1812.9	EA13.1	EA13.1110



AT2		1W	1D	EGA:1
TB3:23	2W	2D	EGA:2	
TB3:24	3W	3D	EGA:3	
SOCC:1	4W	4D	EGA:4	
EA1:A1	5W	5D	EGA:5	
TB3:21	6W	6D	EGA:6	

NOTES:

- 1) ALL AC WIRING TO BE 14GA GRAY SIS VM1
- 2) ALL DC WIRING TO BE 14GA GRAY SIS VM1
- 3) ALL GROUND WIRES TO BE 14GA GREEN SIS VM1
- 4) WIRE MARKERS TO BE SHRINK-TYPE AND TO SHOW SAME END/OPPOSITE-END DESIGNATION
- 5) WIRE LUGS ARE TO BE INSULATED RING-TYPE (EXCEPT FOR DEVICES THAT DO NOT ACCEPT RING-TYPE TERMINALS)
- 6) ALL SCC-12/14/16E CONNECTORS TO ACCEPT SHORTLING BAR

CUSTOMER:
CUSTOMER ORDER No.:
SUBSTATION:
SERIAL No.:

MATERIAL ID:

CDT1-72.5FK-001

ORDER No.

SAMPLE DRAWING

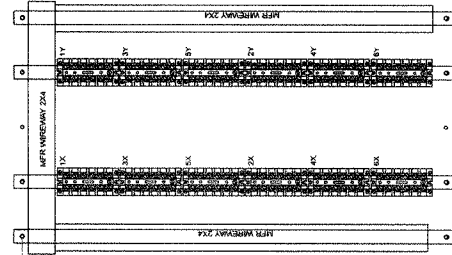
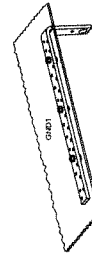
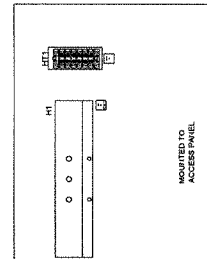
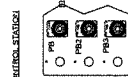
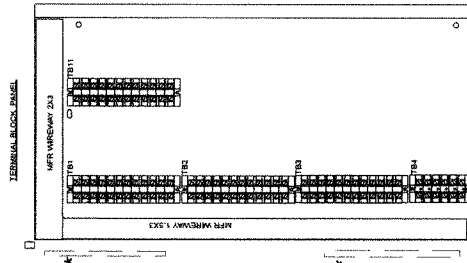
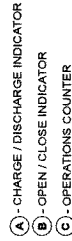
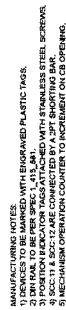
CUSTOMER EQ. No.:

Grid Solutions
One Power Lane
Charlottesville, PA 1502

DRAWING No.: DT1-72.5FK F1

SHT 7 OF 13

RELAY PANEL WIRING DIAGRAM



SAMPLE DRAWING

SHIT 8 OF 13

DRAWING No.: DT1-72.5FK F1

COMPONENT LAYOUT

●

2010

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ITEM	QTY	SAP #	MFR #	MFR	DESCRIPTION	DEVICE ID
001	001	CC410504-017	EB25B12	GENERAL ELECTRIC	TERMINAL BLOCK 12PT	TH1
002	003	CC410504-017	EB25B12	GENERAL ELECTRIC	TERMINAL BLOCK 12PT	TH1
003	001	CC410504-019	EB25B06	GENERAL ELECTRIC	TERMINAL BLOCK 6PT	TH1
004	012	CC410504-003	EB27B06S	GENERAL ELECTRIC	TERMINAL BLOCK 6PT, SHORTING	TH1
005	001	CC410632-019	1-410-632-P19	CHERRY	CABINET LIGHT	LS1
006	001	CC417123-001	E69-30A	CHERRY	DOOR SWITCH, 10A, 125/250VAC	TH1
007	001	CC410634-009	TSAG01	ELECTROMODE	ADJUSTABLE THERMOSTAT 45-90F (7-32C)	S6
008	001	CC410635-010	201-J	STATES	KNIFE SWITCH 1 POLE	S3, S4, S1, S2
009	004	CC410635-009	202-AW	STATES	KNIFE SWITCH 2 POLE	TH1
010	001	CC410640-101	TP7018	THEPITT	RECEPTACLE ENCLOSURE	PL1
011	001	CC410640-019	TH3-1	THOMAS & BETTS / RED DOT	RECEPTACLE ENCLOSURE	PL1
012	001	CC410640-002	GF1SLA OR =	HUBBELL	120VAC, 15A, NEMA TYPE S-19R GFCI DUPLEX RECEPTACLE	END10, END33
013	001	CC410640-031	BWFFG-1BCV	PHOENIX	RECEPTACLE WEATHERPROOF COVER	EA1
014	002	CC410641-073	CLIPFIX35-5	PHOENIX	END CLAMP	EA1
015	009	CC410650-006	1-410-650-P6	GRID SOLUTIONS	FUSE, 15A, CLASS RK5	S3, S3, S4, S4, S6, S1, S1, S2, S2
016	001	CC410748-201	C38C-222Z-110D	SPRECHER + SCHUH	CONTROL RELAY 4NO 4NC (125 VDC)	ES
017	001	CC410748-201	C38C-222Z-110D	SPRECHER + SCHUH	CONTROL RELAY 2NO 2NC (125 VDC)	EA1
018	001	CC411618-006	GR600-22	SPRECHER + SCHUH	AUXILIARY CONTACT	EA1
019	001	CC411618-006	GR600-22	SPRECHER + SCHUH	AUXILIARY CONTACT	EA1
020	009	CC4116091	GR600-22	SPRECHER + SCHUH	HEATER ASSY 120VAC	S2, S2, S3, S3, S4, S4, S6, S1, S1
021	001	CC4116205-004	1-416-205-P4	GRID SOLUTIONS	TERMINAL BLOCK COVER AUX 6PT	LS1
022	001	CC4116205-004	1-416-205-P4	GRID SOLUTIONS	TERMINAL BLOCK COVER AUX 6PT	LS1
023	001	CC417056-P1	1-417-056-P1	GRID SOLUTIONS	PUSH BUTTON / NO LITE BRACKET	LS1
024	001	CC417125-001	GEL 40A15/120V 15199	GENERAL ELECTRIC	SWITCH BRACKET	LS1
025	001	CC417294-001	1-417-294-G1	GRID SOLUTIONS	LIGHT BULB 40W 120VAC	LS1
026	001	CC990024-002	2-990-024-P2	WIKIA	SPRING CHARGE MOTOR FOR FK3-1/131	M1
027	001	CC990035-001	2-990-035-P1	WIKIA	DENSITY MONITOR (67.52.48) PSIG-BAR SCALE-PURE SF6	EG1
028	001	CC990156-003	2-990-156-P3	GRID SOLUTIONS	MECHANISM PANEL	PAN11
029	004	CC991268-001	2-991-268-P1	GRID SOLUTIONS	DT72.5 RELAY PANEL, VERSION 3	PAN17
030	001	CC410748-001	TB206	BUSSMANN	6PT TB MOUNTING STRIP-NEW	PAN12, PAN13, PAN14, PAN15
031	001	CC410748-001	TB207	BUSSMANN	AUX. TERMINAL BLOCK, 6 PT	HT1
032	003	CC413166-023	WNG SER B	C3CONTROLS	AUX. TERMINAL BLOCK, 7 PT	AT2
033	002	CC413166-025	WZ2PB-FK SER B	C3CONTROLS	PUSH BUTTON NO CONTACT, SER B	PB1, PB2, PB3
034	001	CC413166-026	WZ2PB-FR SER B	C3CONTROLS	PUSH BUTTON, BLK, 1NO	PB1, PB2, PB3
035	001	CC966188-002	K1A7-235-16A	SPRECHER+SCHUH	PUSH BUTTON, RED, 1NO	PB1
036	001	CC966188-002	K1A7-235-16A	SPRECHER+SCHUH	MOTOR CIRCUIT CONTROLLER, 10-16A	DT1
037	001	CC966188-002	K1A7-235-16A	SPRECHER+SCHUH	AUX CONTACT FOR MOTOR CONTROLLER	DT1
038	001	CC966188-002	K1A7-235-16A	SPRECHER+SCHUH	FUSED KNEE SWITCH 1 POLE, 15A	DT1
039	001	CC966188-002	K1A7-235-16A	SPRECHER+SCHUH	FUSED KNEE SWITCH 2 POLE, 15A	S2, S3, S4, S1
040	003	CC410504-017	EB25B12	GENERAL ELECTRIC	GROUND BAR, 24PT	GN01
041	003	CC410504-017	EB25B12	GENERAL ELECTRIC	GROUND BAR, 24PT	GN01
042	003	CC49.102.110-20	49.102.110-20	GRID SOLUTIONS	TERMINAL BLOCK 12PT	TB5, TB6, TB7
043	005	CC48.105.100-01	48.105.100-01	GRID SOLUTIONS	TERMINAL BLOCK 12PT	TB10, TB8, TB9
044	001	CC417925-002	1-417-925-G2	GRID SOLUTIONS	COIL (125 VDC)	MC, MD, ME
					AUXILIARY SWITCH FK3-X	MA1, MA2, MA3, MA4, MB1
					STANDARD CIRCUIT CONNECTOR	SCC

REV. DESCRIPTION

ECN NO.

DATE

CHECKED

DRAWN BY

DATE

CHECKED

DRAWN

CUSTOMER ORDER No.:
SUBSTATION:
SERIAL No.:

CUSTOMER EQ. No.:



Grid Solutions
One Power Lane
Chalfont, PA 15022

SAMPLE DRAWING

MATERIAL ID:
CCDT1-72.5FK-001

ORDER No.

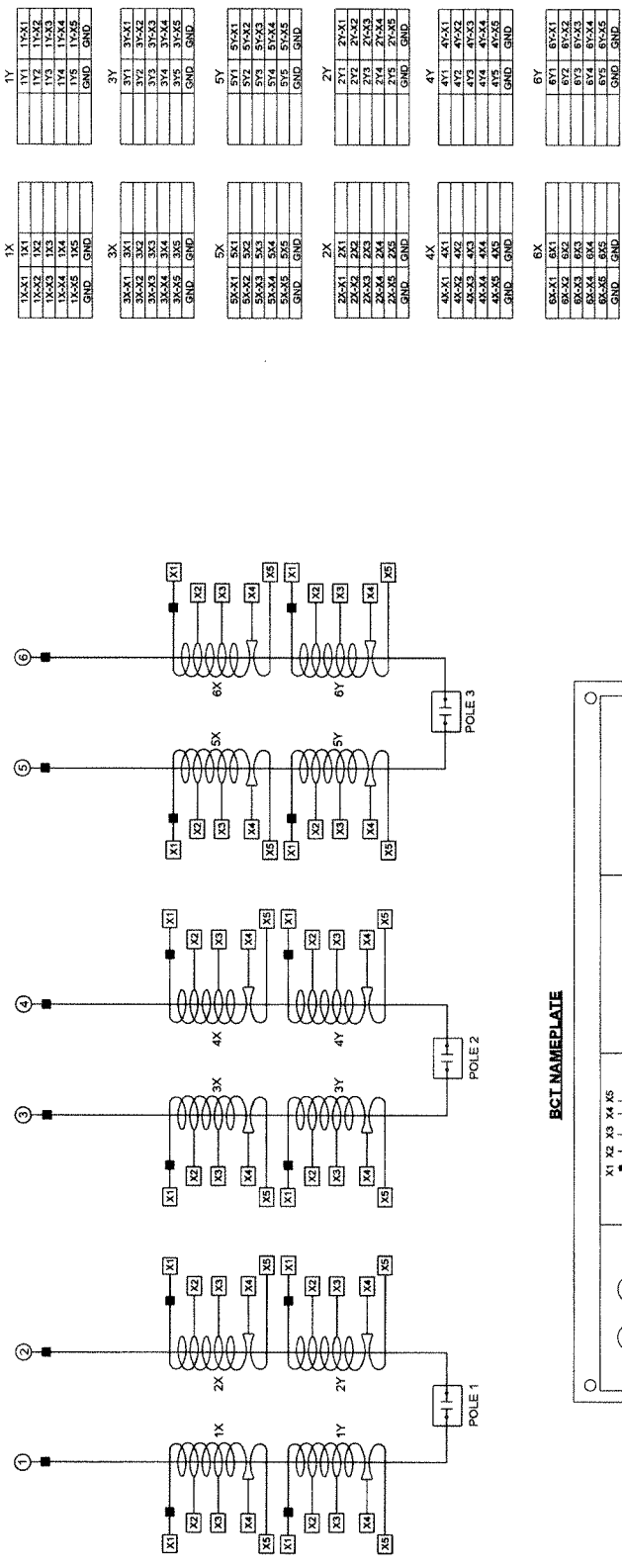
BILL OF MATERIALS

DRAWING No.: DT1-72.5FK F1

SHT 9 OF 13

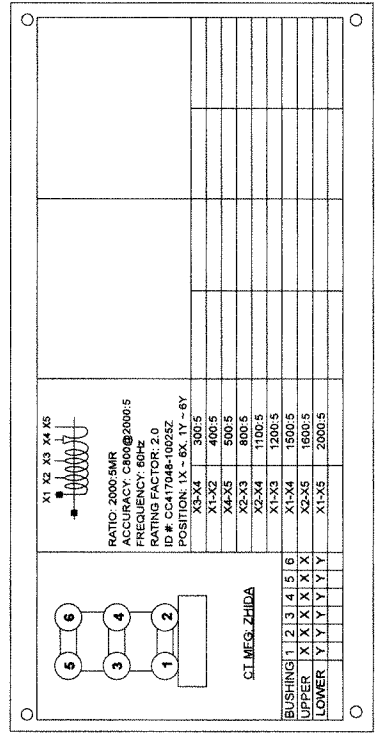
A B C D

BCT WIRING



CT WIRING NOTES:
1) LEADS TO BE TERMINATED WITH INSULATED TYPE LUGS.
2) ALL LEADS MUST BE SECURED TO THE TERMINAL BLOCKS. IF TERMINAL BLOCKS ARE NOT EQUIPPED WITH INTEGRATED SHORTING BARS, SHORTING TO BE ACCOMPLISHED WITH 100A GRAY SIS VM WIRE JUMPERS. WHITE-BLK-GND.
3) IF LEADS ARE NOT COLOR CODED SHORT THE FIRST LEAD-THE LAST LEAD-GROUND.
4) ALL GROUND WIRES ARE 100A GREEN SIS WIRE.

BCT NAMEPLATE

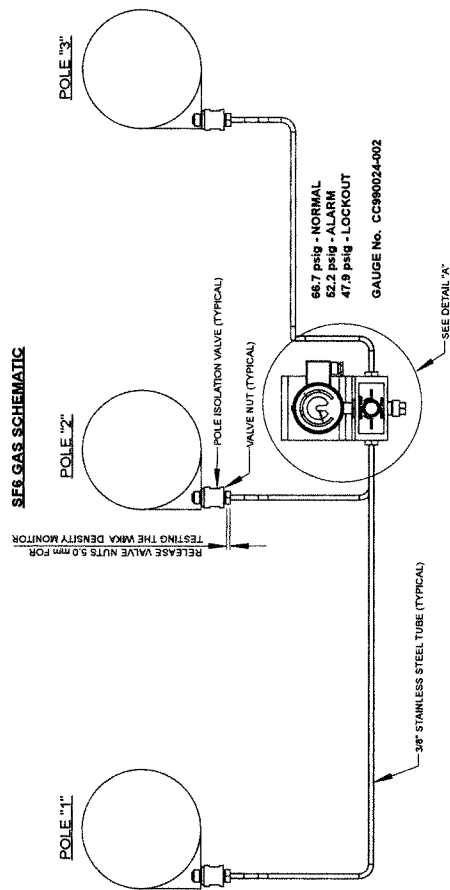


BCT NAMEPLATE NOTES:
1) NAMEPLATE MATERIAL: ANODIZED ALUMINUM
2) NAMEPLATE DIMENSIONS: 1.416" x 2.18" x .034"
3) NAMEPLATE DIMENSIONS AS SHOWN ON DRAWING 1.416" x 2.18" x .034"
4) NAMEPLATE IS TO BE ATTACHED WITH ALUMINUM RIVETS.

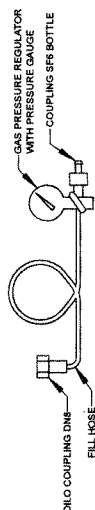
REV. DESCRIPTION		CUSTOMER ORDER No.:		CUSTOMER EQ. No.:		MATERIAL ID:	
		SUBSTATION:		SERIAL No.:		CCDT1-72.5FK-001	
		DRAWN BY		CHECKED		ORDER No.	
		DATE		DATE			
BCT WIRING DIAGRAM & NAMEPLATE		DRAWING No.:		DT1-72.5FK F1		SHT 10 OF 13	
		Grid Solutions One Power Lane Charlottesville, VA 22902					

A B C D

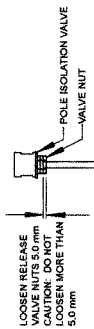
SEE GAS SCHEMATIC



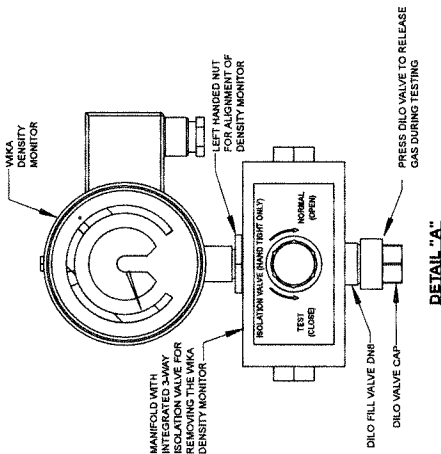
FILL HOSE & REGULATOR DETAIL



POLE ISOLATION VALVE DETAIL



- NOTES:
- 1) ALL BRASS IS 3/8\"
 - 2) ALL BRASS IS 3/8\"
 - 3) POLE ISOLATION VALVES USED TO ISOLATE TANK FROM GAS PIPING.
 - 4) PRESSURE SWITCHES ARE LOCATED INSIDE THE DENSITY GAUGE HOUSING



RATINGS NAMEPLATE

	CUSTOMER P.O. NO. ORDER NUMBER: PARTS LIST No.: WIRING DIAGRAM: INSTRUCTION BOOK No.: MANUFACTURE DATE: SERIAL NUMBER: TYPE: DT-172.5FK F1	SE8 PRESSURE (0.25 C./IN. F) RELATIVE PRESSURE -NORMAL OPERATING PRESSURE -LOW PRESSURE ALARM -MINIMUM PRESSURE -WEIGHT OF GAS TOTAL WEIGHT MECHANISM TYPE CONTROL VOLTAGE -CLOSING -TRIPPING (EACH) -MOTOR -SPACE HEATER DESIGNED AND MANUFACTURED IN USA
RATED MAXIMUM VOLTAGE 72.5 kV RATED VOLTAGE RANGE FACTOR (K) 1.0 RATED FREQUENCY 60 Hz DUTY CYCLE 0-0.3s CO-15s CO RATED CONTINUOUS CURRENT 2000 A TEMPERATURE RANGE -40 C to +40 C	RATED INTERRUPTING TIME 3.0 CYCLES RATED SHORT CIRCUIT CURRENT 40 kA -TERMINAL FAULT -90% SIF WITH 0VFLJ CAPACITANCE (WITHIN 100m) 40 kA -TEMPERATURE RANGE -40 C to +40 C	SE8 PRESSURE (0.25 C./IN. F) RELATIVE PRESSURE -NORMAL OPERATING PRESSURE -LOW PRESSURE ALARM -MINIMUM PRESSURE -WEIGHT OF GAS TOTAL WEIGHT MECHANISM TYPE CONTROL VOLTAGE -CLOSING -TRIPPING (EACH) -MOTOR -SPACE HEATER DESIGNED AND MANUFACTURED IN USA
CURRENT RATING -VOLTAGE FACTOR 1.4 -LINE CHANGING 100 A -ISOLATED BANK 600 A -BACK-TO-BACK 25 kA -INRUSH FREQUENCY 350 Hz CUT-OUT PHASE SWITCHING 10 kA	SHORT CIRCUIT CURRENT WITHSTANDING 3s % DC COMPONENT 70.5 FULL WAVE IMPULSE WITHSTAND 350 kV SWITCHING IMPULSE WITHSTAND N/A -TERMINAL-TO-GROUND N/A -TERMINAL-TO-TERMINAL N/A	SE8 PRESSURE (0.25 C./IN. F) RELATIVE PRESSURE -NORMAL OPERATING PRESSURE -LOW PRESSURE ALARM -MINIMUM PRESSURE -WEIGHT OF GAS TOTAL WEIGHT MECHANISM TYPE CONTROL VOLTAGE -CLOSING -TRIPPING (EACH) -MOTOR -SPACE HEATER DESIGNED AND MANUFACTURED IN USA
ONE POWER LANE CHARLEROI, PA 15022	GRID SOLUTIONS	DESIGNED AND MANUFACTURED IN USA

- RATINGS NAMEPLATE NOTES:
- 1) NAMEPLATE MATERIAL: ANODIZED ALUMINUM
 - 2) NAMEPLATE DIMENSIONS: 1.418 x 1.418 x 0.063
 - 3) NAMEPLATE DIMENSIONS AS SHOWN ON DRAWING 1, 416, 218, P1/P2
 - 4) NAMEPLATE DATE AND SERIAL NUMBER ARE TO BE FILLED IN BY NAMEPLATE VENDOR PRIOR TO ENGRAVING
 - 5) NAMEPLATE IS TO BE ATTACHED WITH ALUMINUM RIVETS.

SAMPLE DRAWING

CUSTOMER ORDER No. CUSTOMER LOCATION: SERIAL No.:	CUSTOMER EQ. No.:	DRAWING No.:	SHT 11 OF 13
Grid Solutions One Power Lane Charleroi, PA 15022		DT-172.5FK F1	
CUSTOMER ID:	ORDER No.		
CCDT-172.5FK-001			

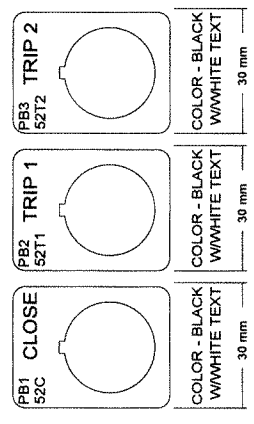
RATINGS NAMEPLATE - GAS SCHEMATIC

REV DESCRIPTION

DEVICE TAGS

AT2	EA1	DT1	ES	H1	HT1	L1
•	•	•	•	•	•	•
	63GX1	49	52Y	2X95 W		40 W
LS1	M1	MA1	MA2	MA3	MA4	MB1
•	•	•	•	•	•	•
	88	52-1	52-2	52-3	52-4	88LS
MC	MD	ME	PL1	S1	S2	S3
•	•	•	•	•	•	•
52CC	52TC1	52TC2	GFI	15A	15A	15A
S4	S6	TH1				
•	•	•				
15A	15A	23-1				

DEVICE TAG NOTES:
1) STRIP MATERIAL: PLASTIC - YELLOW WITH BLACK LETTERS
2) TAG DIMENSIONS AS SHOWN ON FABRICATION
DRAWING L_417_376_P1



TERMINAL BLOCK MARKER STRIPS

TB1	TB2	TB3	TB5	TB6	TB7	TB8	TB9	TB10	TB11
1	7	13	51	63	75	87	99	111	123
○	○	○	○	○	○	○	○	○	○
2	7R	17	52	64	76	88	100	112	124
○	○	○	○	○	○	○	○	○	○
1A	8	18	53	65	77	89	101	113	125
2A	9	19	54	66	78	90	102	114	126
1B	9R	20	55	67	79	91	103	115	127
2B	9A	21	56	68	80	92	104	116	128
3	9AR	22	57	69	81	93	105	117	129
4	10	23	58	70	82	94	106	118	130
5	10A	24	59	71	83	95	107	119	131
6	11	25	60	72	84	96	108	120	132
○	○	○	○	○	○	○	○	○	○
B1	11A	26	61	73	85	97	109	121	133
○	○	○	○	○	○	○	○	○	○
○	○	○	○	○	○	○	○	○	○
B2	B3	27	62	74	86	98	110	122	134
○	○	○	○	○	○	○	○	○	○
P4	P4	P4	P4	P4	P4	P4	P4	P4	P4
○	○	○	○	○	○	○	○	○	○
P5	P5	P5	P5	P5	P5	P5	P5	P5	P5

TERMINAL MARKER STRIP NOTES:
1) STRIP MATERIAL: PLASTIC - BLACK WITH WHITE LETTERS
2) STRIP DIMENSIONS AS SHOWN ON FABRICATION
DRAWING L_417_376_P1 (SEE P45 FOR EACH STRIP)

BCT TERMINAL BLOCK MARKER STRIPS

○	○	○	○	○	○	○	○	○	○
1X	2X	3X	4X	5X	6X				
1X1	2X1	3X1	4X1	5X1	6X1				
1X2	2X2	3X2	4X2	5X2	6X2				
1X3	2X3	3X3	4X3	5X3	6X3				
1X4	2X4	3X4	4X4	5X4	6X4				
1X5	2X5	3X5	4X5	5X5	6X5				
GND	GND	GND	GND	GND	GND				
○	○	○	○	○	○				
P8	P8	P8	P8	P8	P8				
○	○	○	○	○	○				
1Y	2Y	3Y	4Y	5Y	6Y				
1Y1	2Y1	3Y1	4Y1	5Y1	6Y1				
1Y2	2Y2	3Y2	4Y2	5Y2	6Y2				
1Y3	2Y3	3Y3	4Y3	5Y3	6Y3				
1Y4	2Y4	3Y4	4Y4	5Y4	6Y4				
1Y5	2Y5	3Y5	4Y5	5Y5	6Y5				
GND	GND	GND	GND	GND	GND				
○	○	○	○	○	○				
P8	P8	P8	P8	P8	P8				

BCT TERMINAL MARKER STRIP NOTES:
1) STRIP MATERIAL: PLASTIC - YELLOW WITH BLACK LETTERS
2) STRIP DIMENSIONS AS SHOWN ON FABRICATION
DRAWING L_417_376_P1 (SEE P45 FOR EACH STRIP)

CUSTOMER ORDER No.:
SUBSTATION:
SERIAL No.:



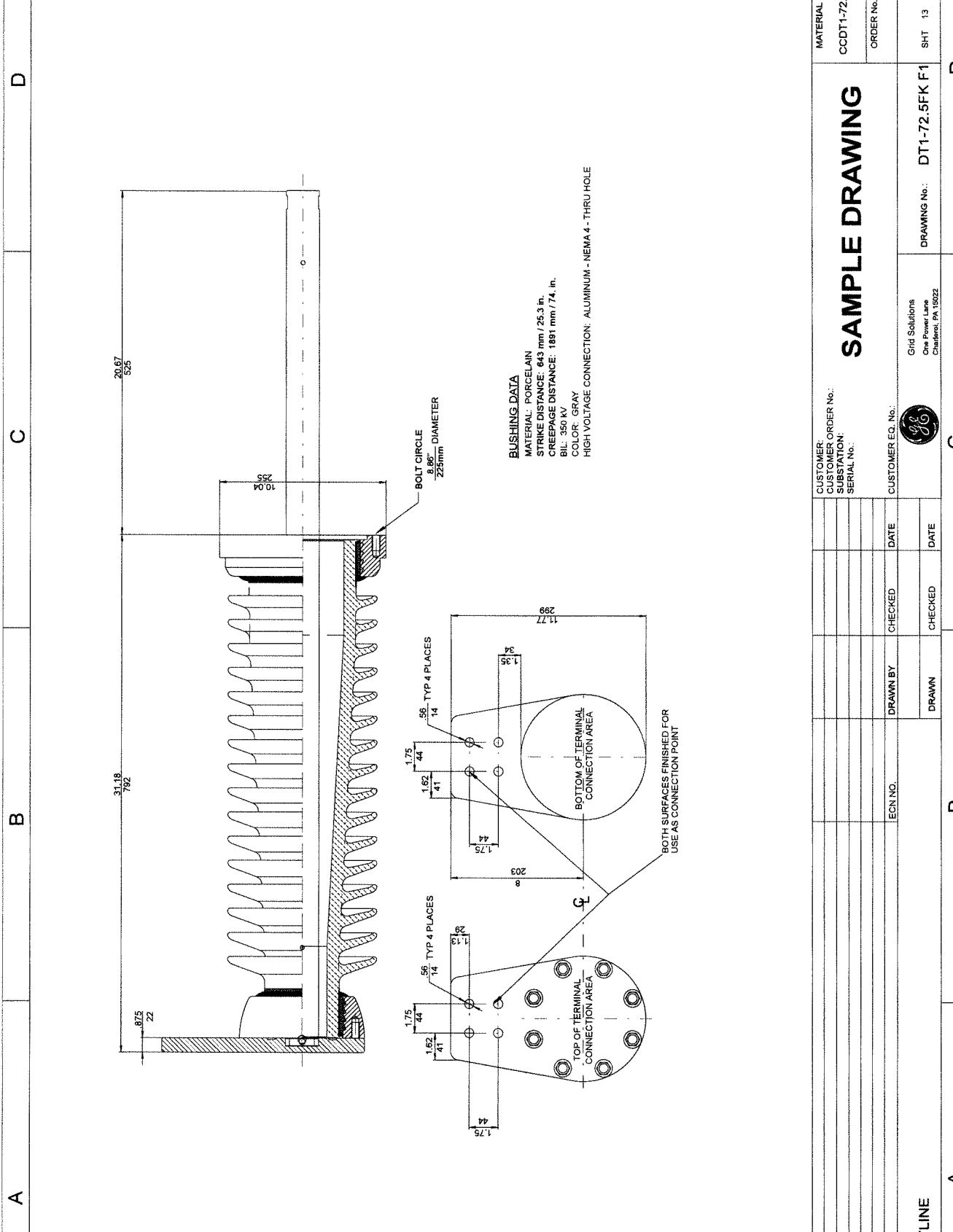
CUSTOMER EQ. No.:

DRAWN BY	CHECKED	DATE
DRAWN	CHECKED	DATE

SAMPLE DRAWING

MATERIAL ID:
CCDT1-72.5FK-001
ORDER No.

DRAWING No.: DT1-72.5FK F1
SHT 12 OF 13



BUSHING DATA
MATERIAL: PORCELAIN
STRIKE DISTANCE: 643 mm / 25.3 in.
CREEPAGE DISTANCE: 1891 mm / 74. in.
BIL: 350 KV
COLOR: GRAY
HIGH VOLTAGE CONNECTION: ALUMINUM - NEMA 4 - THRU HOLE

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DT1-72.5

Dead Tank Circuit Breakers for 72.5 kV

The DT1-72.5 is suitable for applications up to nameplate ratings, including definite purpose ratings and is uniquely qualified under the latest IEEE/ANSI and IEC standards as C2 class for capacitance switching including back-to-back (very low restrike probability) and reactor switching applications. Extensive mechanical operation design testing ensures trouble-free operation for the lifetime of the circuit breaker. Intensive production leak testing ensures superior in-service SF₆ performance.

Gas Tightness Guarantee

GE is an industry leader in SF₆ gas tightness testing technology including seals, castings and plumbing systems. Each breaker is factory tested using GE's proprietary gas tightness testing system which provides measurable, quantifiable test results on the breaker in its fully assembled, as-shipped condition.

Certified Quality

GE designs, manufactures, tests and delivers its dead tank circuit breakers in accordance with the latest IEEE/ANSI and IEC Standards, maintaining a quality assurance system according to ISO-9001 and ISO 14001 certifications. The center of excellence for dead tank circuit breakers is located in Charleroi, PA (USA).

Flexibility for New and Retrofit Applications

The compact DT1-72.5 design can be used in new or retrofit applications. The 3-pole circuit breaker forms a complete, fully assembled, factory-tested, transportable unit. The on-site installation requires only a few simple steps. For installations where truck shipment is impossible, the DT1-72.5 can be readied for standard container shipment as a fully assembled unit.

Enhanced Installation and Maintenance

The DT1-72.5 is factory tested and adjusted. It does not need any special tools for the installation. With a self-contained adjustable support structure, it is recognized worldwide as an easy to install circuit breaker. Thanks to the low-energy mechanism and lifetime lubricants, the DT series is virtually maintenance-free.



Main Characteristics

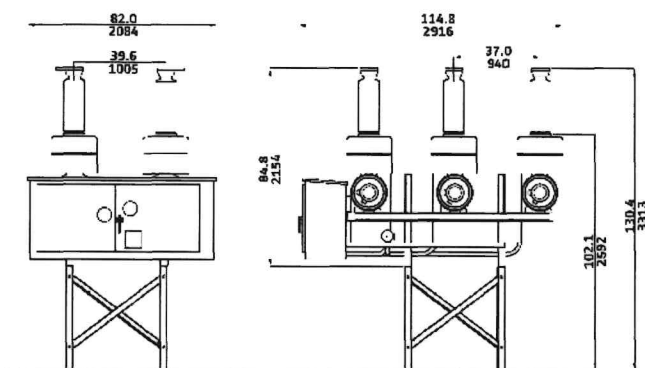
- Advanced self-blast interrupters
- Leak resistant cast aluminum enclosures
- Durable low energy spring-operated mechanisms
- More than 100,000 circuit breakers with self-blast interrupters and FK spring-operated mechanisms in service since 1989

Key Benefits

- Proven reliability
- High performance
- ISO quality systems
- Near zero maintenance
- Over 20 years of service experience and over 10,500 units in service worldwide



Dimensions



Technical Data

	Value	Units
SF ₆ pressure	67/0.46	psig/Mpa
Motor	1,600	watts
Close coil/Trip coil	440/440	watts
Ambient temperature range*	-40 to +50	degree C
Seismic capability*	High Seismic per IEEE 693	
Weight (without current transformers)	2,700/1,227	lb/kg
Weight of SF ₆	29/13	lb/kg

* Optional values available on request.

Ratings

IEEE/ANSI	IEC	Value	Units
Rated maximum voltage	Rated voltage	72.5	kV
Rated power frequency	Rated frequency	50/60	Hz
Rated dielectric withstand capability:	Rated insulation level		
- dry withstand	- at power frequency, dry	160	kV
- wet withstand	- at power frequency, wet	140	kV
Rated lightning impulse withstand voltage	- at lightning impulse	350	kV
Rated chopped wave impulse voltage 2us/3us		452/402	kV
Rated continuous current	Rated normal current	1,200/2,000/3,000	A
Rated short-circuit current	Rated short-circuit breaking current	40	kA
Rated closing, latching and short time carrying current		108	kA
	Rated short-circuit making current	100	kA
Rated capacitance switching		630	A
	Rated single capacitor bank breaking current	1,200	A
Rated interrupting time		3	cycles
	Rated break time	50	ms
Rated standard operating duty	Rated operating sequence	O-CO-15s-CO	
		O-0.3s-CO-180s-CO	

* Standard values; further data is available on request. ** Please contact GE for special purpose, high TRV, high X/R or other ratings requirements.

For more information please contact
GE Energy Connections
Grid Solutions

Worldwide Contact Center

Web: www.GEGridSolutions.com/contact
Phone: +44 (0) 1785 250 070

GEGridSolutions.com

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SF₆ Gas Tightness Testing System

GE's Grid Solutions has perfected its industry leading production testing system for every 38kV through 550kV kV dead tank circuit breaker produced in our Charleroi, Pennsylvania factory. The system not only confirms SF₆ gas tightness and also quantifies the exact emission rate, with accuracy of 0.2 grams/year,

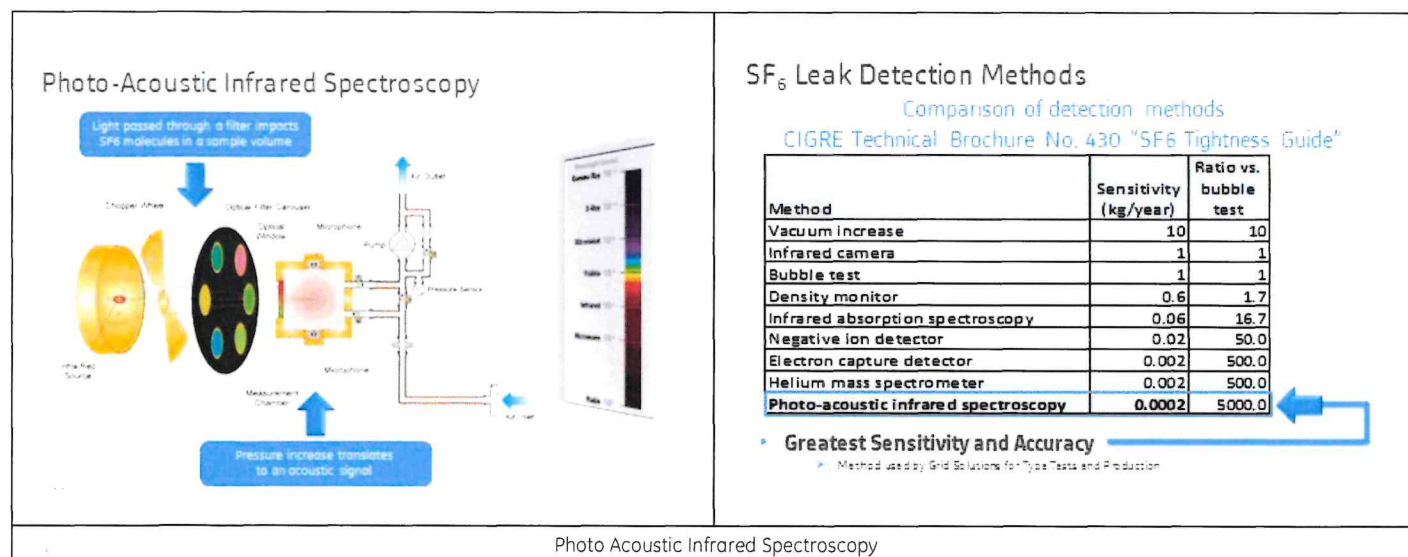
Grid Solutions' proprietary technology utilizes photo-acoustic infrared spectroscopy which is the highest possible sensitivity method for leak detection.

Our technology provides:

- Sensitivity **5,000 times greater** than "bubble" test or infrared camera.
- **Sensitivity 10 ten times** greater than helium mass spectrometer method with accuracy of 0.2 grams per year compared to 2 grams per year.
- Every breaker produced is **tested fully assembled with bushings installed** (as-delivered condition for domestic delivery) while helium mass spectrometer only tests smaller components such as castings.
- **High accuracy measurement** of less than 0.5% per year emission rate in a routine production test environment.



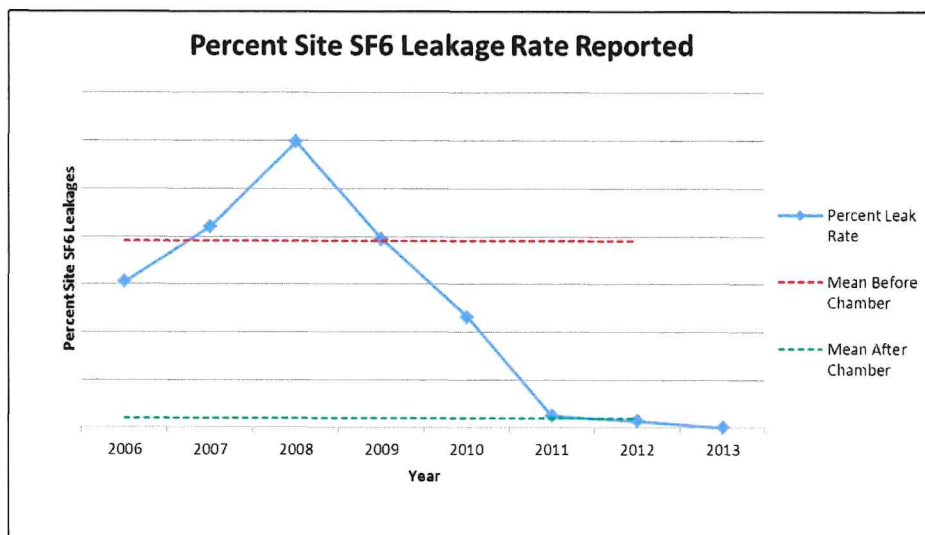
550 kV Dead Tank
Volumetric Tightness Testing



SF₆ Emissions Reductions

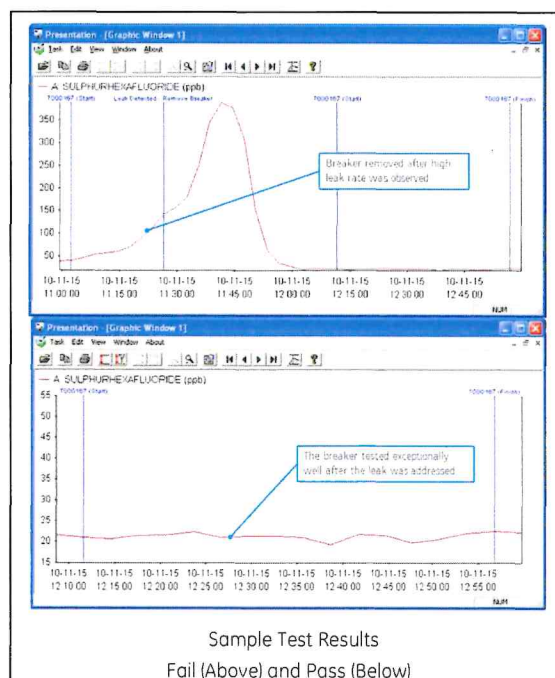
Every dead tank circuit breaker produced in the Charleroi, Pennsylvania factory from 38kV to 550kV is tested with Grid Solutions' proprietary technology in use since 2010 at this site.

The graph shown to the right illustrates the dramatic improvement realized after implementation of 72.5kV production testing.



Multiple systems for High Volume Production

Multiple systems allow for high efficiency testing of every fully assembled dead tank circuit breaker from 38kV to 550kV. The systems are scaled to allow for highly accurate measurements as an automated routine production test.



Grid Solutions' commitment to reducing SF₆ emissions extends from our robust designs with high grade gaskets to testing and certification. Our continuing efforts provide for quantifiable reduction in SF₆ emissions for our customers resulting in industry leading reliability and lower cost of maintenance.

GEGridSolutions.com

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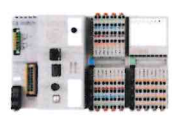
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HIGH VOLTAGE CIRCUIT BREAKERS

	PRODUCT	RATING	FEATURES
	DT1-38FK-40-F1	• Up to 38 kV • 1200 A to 3000 A • 40 kA, 3 cycles	• FK3-1 SPRING/SPRING mechanism • Gang Operated
	DT1-72.5FK-40-F1	• 72.5 kV • 1200 A to 3000 A • 40 kA, 3 cycles	• FK3-1 SPRING/SPRING mechanism • Gang Operated
	DT1-72.5FK-40-F3	• 72.5 kV • 1200 A to 3000 A • 40 kA, 3 cycles	• FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching
	DT1-145FK-40-F1 DT1-170FK-40-F1	• 123 kV, 145 kV, 170 kV • 1200 A to 3000 A • 40 kA, 3 cycles	• FK3-1 SPRING/SPRING mechanism • Gang Operated
	DT1-72.5R-40-F1 DT1-145R-40-F1	• 72.5 kV, 123 kV, 145 kV • 1200 A to 3000 A • 40 kA, 3 cycles	• FK3-1 SPRING/SPRING mechanism • Gang Operated • Pre-Insertion Resistors (PIR)
	DT1-145FK-40-F3 DT1-170FK-40-F3	• 123 kV, 145 kV, 170 kV • 1200 A to 3000 A • 40 kA, 3 cycles	• FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching
	DT1-72.5-63-F1 DT1-145-63-F1	• 72.5 kV, 123 kV, 145 kV • 1200 A to 4000 A • 63 kA, 3 cycles	• FK3-4 SPRING/SPRING mechanism • Gang Operated • NO CAPACITORS
	DT1-145g-63	• 72.5 kV, 123 kV, 145 kV • 1200 A to 4000 A • 63 kA, 3 cycles	• SF₆-FREE • FK3-4 SPRING/SPRING mechanism • Gang Operated
	DT1-245P-40-F1	• 245 kV • 1200 A to 4000 A • 40 kA, 3 cycles	• FK3-4 SPRING/SPRING mechanism • Gang Operated • Optional 2 cycle performance
	DT1-245P-40-F3	• 245 kV • 1200 A to 4000 A • 40 kA, 3 cycles	• FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching

* Special ratings and applications available on request. Contact your GE representative for more information.

PRODUCT	RATING	FEATURES
	DT1-245P-63-F1 • 245 kV • 1200 A to 5000 A • 63 kA, 2 cycles	• FK3-6 SPRING/SPRING mechanism • Gang Operated • NO CAPACITORS
	DT1-245P-63-F3 • 245 kV • 1200 A to 5000 A • 63 kA, 2 cycles	• FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching • NO CAPACITORS
	MOV for Shunt Reactor Switching • 38 kV to 800 kV • Dead Tank, Live Tank, Circuit Switcher • Varistors sized based on user specifications.	• Varistors across HV Terminals extend circuit breaker life • External mounting for increased reliability and ease of maintenance
	DT1-362-63-F3 DT1-362R-63-F3 • 362 kV • 1200 A to 5000 A • 63 kA, 2 cycles	• FK3-6 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching • Optional Pre-Insertion Resistors (PIR)
	DT2-550-63-H3 DT2-550-63-F3 DT2-550R-63-H3 DT2-550R-63-F3 • 550 kV • 1200 A to 5000 A • 63 kA, 2 cycles	• Hydraulic Mechanisms • Independent Pole Operation (IPO) • Optional Point-on-Wave Switching • Optional Pre-Insertion Resistors (PIR) • Optional SPRING/SPRING Mechanisms
	GL3 Series Live Tank • 72.5 kV to 800 kV • 1200 A to 4000 A • Up to 63 kA, 3 cycles	• FK3-x SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Or Gang Operated (voltage dependent)
	Live Tank GL309 GL312 GL313 GL314 • 72.5 kV to 245 kV • 1200 A to 3000 A • Up to 40 kA, 3 cycles	• Circuit Switcher applications • FK SPRING/SPRING operated mechanism • Circuit Breaker performance in a Circuit Switcher footprint
	GL314BPS High Speed Bypass Switch • Up to 800 kV system • Up to 170 kV across gap • Making Current 120 kAp • Insertion Current 5000 A • Insertion Voltage 300 kVp	• Series Capacitor Bypass Protection • FK3-2 SPRING/SPRING mechanisms • Independent Pole Operation
	HYpact • 72.5 kV to 170 kV • 2500 A • 40 kA, 3 cycles • Hybrid compact switchgear assembly	• FK3-1 SPRING/SPRING mechanism • Gang Operated • Endless configurations –breakers, disconnect switches, CTs, VTs, cable connections.
	CBWatch3 • Circuit Breaker Monitoring • IEC 61850 8.1 (DNP3 option)	• Permanent real-time monitoring of CB operational parameters • SF₆ emissions trending
	Synchronous Control (Point on Wave Switching) • Cabinet mounted or Rack Mounted	• Point-on-wave (POW) trip/close • Capacitors, reactors, transformers • Residual Flux compensation available

General Terms of Contract for Sale of Products and Services

Form ESY104

NOTICE: Sale of any Products or Services by Seller is subject to Buyer's assent to these General Terms of Contract. Any acceptance of Seller's offer is expressly limited to acceptance of these General Terms of Contract, and Seller expressly objects to any additional or different terms proposed by Buyer. No facility entry form will modify these General Terms of Contract even if signed by Seller's representative. Any order to perform work and Seller's performance of work will constitute Buyer's assent to these General Terms of Contract. Unless otherwise specified in the offer, Seller's offer will expire 30 days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.

1. Definitions

"Buyer" means the entity to which Seller is providing Products or Services under the Contract.

"Contract" means either the agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these General Terms of Contract, Seller's final offer, the agreed scope of work, and Seller's order acknowledgement.

"Contract Price" means the agreed price stated in the Contract for the sale of Products and Services, including adjustments, if any, in accordance with the Contract.

"Documents" means all printed materials in physical or electronic form relating to or referencing the Products or Firmware provided to Seller by Buyer at the time of purchase, including technical specifications, drawings, manuals, schematics and diagrams.

"Dollars" and **"\$"** mean the lawful currency of the United States of America.

"EU" means the European Union.

"Firmware" means software in executable or object-code format only provided with or embedded in a Product and necessary for the proper functioning of the Product, but excluding software supplied by a non-party and software applications licensed separately. Firmware does **not** include source code or other human-readable forms of the software.

"General Terms of Contract" means these "General Terms of Contract for Sale of Products and Services," including any relevant addenda referred to in article 18, together with any modifications or additional provisions specifically stated in Seller's final offer or specifically agreed upon by Seller in writing.

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled under any applicable national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement.

"Incoterms 2020" means Incoterms® 2020, the International Chamber of Commerce's rules for the use of domestic and international trade terms, and **"FCA"** has the meaning given in Incoterms 2020.

"Insolvent" in relation to a party, means that: (i) the party has filed a voluntary petition under any bankruptcy, insolvency or other similar law seeking liquidation, reorganization or other relief, or has consented to the appointment of a trustee, receiver, custodian or other similar official for any substantial part of its property, or has made a general assignment for the benefit of creditors, or has taken any corporate action to authorize any of the foregoing, or has failed, or become unable, to pay its debts as they become due; or (ii) an involuntary petition has been filed against the party under any bankruptcy, insolvency or other similar law seeking liquidation or reorganization of, or other relief against, the party or the appointment of a trustee, receiver, custodian or other similar official for any substantial part of its property; or (iii) an order for relief under any such law has been entered against the party.

"Non-party" (even if not capitalised) means any Person other than a party.

"Person" (even if not capitalised) means a natural person or legal entity.

"Products" means the equipment, parts, materials and supplies that Seller has agreed to supply to Buyer under the Contract.

"Seller" means the entity providing Products or performing Services under the Contract.

"Services" means the services Seller has agreed to perform for Buyer under the Contract.

"Site" means the premises (other than Seller's premises) where Products are used or Services are performed.

"U.S." means the United States of America.

2. Payment

- 2.1 Seller shall invoice, and Buyer shall pay, the Contract Price in accordance with this section 2.1. Seller shall issue invoices upon shipment of Products and as Services are performed, or, if the Contract Price is \$250,000 or more, Seller shall issue invoices for progress payments starting with 25% of the Contract Price on the earlier of the date of signing of the Contract or the date of issuance of Seller's order acknowledgement and continuing such that 90% of the Contract Price for Products is received before the earliest scheduled Product shipment and Services are invoiced as performed ("**Progress Payments**"). Buyer shall pay all invoiced amounts by direct bank transfer in the currency, and to Seller's bank account, specified in the Contract, without set-off, within 30 days from the invoice date. Buyer shall send Seller a remittance advice notifying it of payment to **Remit.Renewable.Energy@ge.com**. For each calendar month, or fraction thereof, that payment is late, Buyer shall pay a late-payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law, whichever is less. If the Contract Price is set in a currency other than Dollars, references to amounts in Dollars in this section 2.1 mean the equivalent amount in the applicable currency. In case of any increase in material or labor costs over the period for performance of the Contract, Seller is entitled to compensation in accordance with the Contract Price escalation mechanism, if any, specified in Seller's offer. If the Contract does not include a price escalation mechanism and Seller can demonstrate that the continued performance of its contractual obligations has become excessively onerous due to an excusable event referred to in article 10 (including evolution of any such event preexisting at the time of signing of the Contract), the parties shall, within a reasonable time after notice by Seller to Buyer, negotiate alternative contractual terms or a mitigation plan that reasonably permit the consequences of the event to be mitigated or the restoration of the balance that was preexisting at the time of signing of the Contract. In its notice under this section 2.1, Seller shall give Buyer reasonably detailed information about the event affecting Seller's contractual obligations, the affected obligations themselves and the extent to which the event affects or will affect its performance of the Contract. The parties shall act in the spirit of openness and transparency in this communication within the limits set by applicable law. Where an agreement is reached, the parties shall start implementing the agreed measures immediately, pending the signing of the relevant amendment to the Contract. If the parties are unable to agree on alternative contractual terms or on a mitigation plan as provided above within 15 days after Seller's notice, Seller may either suspend its performance of the affected part of the Contract or terminate the Contract, without thereby incurring any liability to Buyer. If Seller suspends its performance of the relevant part of the Contract for more than 180 consecutive days, either party may terminate the Contract by sending notice of termination to the other party. In case of termination of the Contract in accordance with this section 2.1, the parties shall settle their accounts accordingly as if the Contract had been terminated under section 11.4.
- 2.2 At Seller's request, Buyer shall, at its expense, establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guaranty allowing for pro-rata payments as Products are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Buyer under the Contract ("**Payment Security**"). The Payment Security must be (i) in a form, and issued or confirmed by a bank, acceptable to Seller, (ii) payable at the counters of such bank or an advising bank, (iii) opened before commencement of work by Seller with respect to development, manufacturing and shipment of Products and at least 60 days before commencement of Seller's performance of Services, and (d) remain in effect until the latest of 90 days after the last scheduled Product shipment, completion of all Services and Seller's receipt of the final payment required under the Contract. Buyer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten days after Seller's notification that such adjustment is necessary in connection with Buyer's obligations under the Contract.
- 2.3 Seller is not required to commence or continue its performance unless and until it has received any required Payment Security, operative and in effect, and all applicable Progress Payments. For each day of delay in receiving Progress Payments or acceptable Payment Security, Seller is entitled to an equitable extension of the schedule. If at any time Seller reasonably determines that Buyer's financial condition or payment history does not justify continuation of Seller's performance, Seller may require full or partial payment in advance or otherwise restructure payments, request additional forms of Payment Security, suspend its performance or terminate the Contract.

3. Taxes and Duties

Seller is responsible for all corporate taxes measured by net income due to performance of or payment for work under the Contract ("**Seller Taxes**"). Buyer is responsible for all taxes, duties (including, for example, those resulting from the imposition of tariffs), fees, or other charges, however denominated and of whatever nature (including, for example, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto) imposed by any governmental authority on Buyer or Seller or its subcontractors in relation to the Contract or the performance of or payment for work under the Contract other than Seller Taxes ("**Buyer Taxes**"). The Contract Price does not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Contract Price without reduction for Buyer Taxes. Within one month after payment, Buyer shall give Seller official receipts from the applicable governmental authority for taxes deducted or withheld.

4. Deliveries; Title Transfer; Risk of Loss; Storage

- 4.1 For shipments that do not involve export, including shipments from one EU country to another EU country, Seller shall deliver Products to Buyer FCA (Seller's facility or warehouse) Incoterms 2020. For export shipments, Seller shall deliver Products to Buyer FCA (port of export) Incoterms 2020. For any importation, Buyer must be identified as the importer in all applicable documents. Buyer shall pay all delivery costs and charges or pay Seller's standard shipping charges plus up to 25%. Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. If Buyer and Seller agree on different transportation arrangements with cost of freight and delivery to destination included in the Contract Price, Seller is not responsible for any increase in transportation costs occurring after the Contract is signed unless caused solely by Seller's breach of contract, and Seller is entitled to invoice Buyer for the additional transportation costs it has actually incurred, subject to reasonable proof of such additional costs. Delivery times are approximate and are dependent on Seller's prompt receipt of all information necessary to proceed with the work without interruption. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten days after receipt.
- 4.2 For shipments that do not involve export, title to Products (other than Firmware or other software) will pass to Buyer upon delivery in accordance with section 4.1. For export shipments from a Seller facility or warehouse outside the U.S., title to Products (other than Firmware or other software) will pass to Buyer upon delivery in accordance with section 4.1. For shipments from the U.S. to another country, title to Products (other than Firmware or other software) will pass to Buyer immediately after each item departs from the territory, territorial sea and overlying airspace of the U.S. The United Nations Convention on the Law of the Sea will apply to determine the U.S. territorial sea. For all other shipments, title to Products (other than Firmware or other software) will pass to Buyer on the earlier of (i) the port of export immediately after Products have been cleared for export or (ii) immediately after each item departs from the territory, territorial sea and overlying airspace of the country of export. When Buyer arranges the export or intra-EU shipment, Buyer will provide Seller evidence of exportation or intra-EU shipment acceptable to the relevant tax and custom authorities.
- 4.3 Risk of loss will pass to Buyer upon delivery in accordance with section 4.1, except that, for export shipments from the U.S., risk of loss will transfer to Buyer upon transfer of title.
- 4.4 If any Products to be delivered under the Contract, or any Buyer equipment repaired at Seller's facilities, cannot be shipped to or received by Buyer or the end-user when ready due to any cause attributable to Buyer, its other contractors or the end-user, Seller may ship the Products and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products or equipment into storage, then: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery will be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment will be due; (iii) Seller is entitled to invoice Buyer for the costs of transportation to the storage facilities plus a lump-sum amount of 0.5% of the Contract Price per full week (or part thereof, pro rata) of storage with a minimum of \$1,000. Seller shall issue invoices weekly starting at the beginning of the third week of storage until it can ship the Products; and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery. If the Contract requires Seller to submit drawings or other documents for approval by Buyer, Buyer shall review them and issue its response (either approval or disapproval with detailed reasons for disapproval) within ten days of Seller's submittal. If Buyer fails to provide a response within ten days, the submittal will be deemed approved.
- 4.5 If repair Services are to be performed on Buyer's equipment at Seller's facility, Buyer is responsible for, and retains risk of loss of, such equipment at all times, but Seller is responsible for damage to the equipment while at Seller's facility to the extent, if any, that such damage is caused by Seller's negligence.

5. Warranty

- 5.1 Seller warrants that Products will be delivered free from defects in material, workmanship and title and that Services will be performed in a competent, diligent manner in accordance with the specifications agreed in the Contract.

- 5.2 The warranty for Products will expire one year from first use or 18 months from delivery, whichever occurs first, except that software is warranted for 90 days from delivery. The warranty for Services will expire one year after performance of the Service, except that software-related Services are warranted for 90 days from performance of such Services.
- 5.3 If Products or Services do not meet the above warranties, Buyer shall promptly notify Seller in writing before expiration of the warranty period. Seller shall (i) at its option, repair or replace defective Products and (ii) re-perform non-conforming Services. If, despite its reasonable efforts, Seller is unable to repair or replace a defective Product, or re-perform non-conforming Services, Seller shall refund or credit monies paid by Buyer for such defective Products or non-conforming Services, as applicable. No repair, replacement or re-performance by Seller under this section 5.3 will extend or renew the applicable warranty period. Buyer shall obtain Seller's agreement on the specifications of any tests it plans to conduct to determine whether a defect exists.
- 5.4 Buyer shall bear the costs of access for Seller's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Buyer's facility), de-installation, decontamination, re-installation and transportation of defective Products to Seller and back to Buyer.
- 5.5 The warranties and remedies in this article 5 are subject to (i) proper storage, installation (by properly certified installers or under the supervision of properly certified supervisors), commissioning, use, operation and maintenance of Products, (ii) Buyer's keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, (iii) modification or repair of Products or Services only as authorized by Seller in writing and (iv) continuous connection of the Site, to allow remote monitoring by Seller. Failure to meet any such conditions renders the warranty null and void. Seller is not responsible for normal wear and tear.
- 5.6 This article 5 states the exclusive remedies for all claims based on failure of, or defect in, Products or Services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort or other extra-contractual liability (including negligence), strict liability or otherwise. The warranties in this article 5 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. ***No implied or statutory warranty or condition of merchantability or satisfactory quality or of fitness for a particular purpose applies.***
- 6. Confidentiality**
- 6.1 Seller and Buyer (as to information disclosed, the "**Disclosing Party**") may each provide the other party (as to information received, the "**Receiving Party**") with Confidential Information in connection with the Contract. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within 20 days after the oral or visual disclosure. In addition, all prices for Products and Services are Seller's Confidential Information.
- 6.2 Receiving Party shall: (i) use the Confidential Information only in connection with the Contract and the use of Products and Services, (ii) take reasonable measures to prevent disclosure of the Confidential Information to non-parties, and (iii) not disclose the Confidential Information to anyone other than its own employees having a need to know such Confidential Information for the purpose stated in item (i) above. Notwithstanding these restrictions, (a) Seller may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Contract, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) Buyer may disclose Confidential Information to lenders as necessary for Buyer to secure or retain financing needed to perform its obligations under the Contract, and (d) a Receiving Party may disclose Confidential Information to any other non-party with Disclosing Party's prior written permission, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted non-party that prohibits disclosure of the Confidential Information and as long as the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Seller may also retain one archive copy of Buyer's Confidential Information.
- 6.3 The obligations in section 6.2 do not apply to any part of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process, but a Receiving Party that intends to make disclosure in response to such legal requirement or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

- 6.4 Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Buyer nor Seller shall make any public announcement about the Contract without the other party's prior written approval. As to any individual item of Confidential Information, the Receiving Party's obligations under this article 6 will expire five years after the date of disclosure. This article 6 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

7. Intellectual Property

- 7.1 Subject to the terms of the Contract, effective upon passing of title to the relevant Product, Seller grants Buyer a limited, non-exclusive license: (i) to use any Firmware or other software as provided with the Product; and (ii) for the internal benefit of Buyer only, to use, copy, distribute, display, modify, and make derivative works from, any Documents provided by Seller under the Contract. Buyer is not acquiring, and nothing herein is to be deemed to transfer any right, title or interest to Buyer in or to the Firmware or any such software or Documents other than the license granted in this section 7.1. Documents and Firmware or other software delivered for Buyer's use will remain subject to Seller's ownership and intellectual property rights, as applicable.
- 7.2 Seller shall defend and indemnify Buyer against any claim by a non-affiliated non-party (a "Claim") alleging that Products or Services furnished under the Contract infringe a patent in effect in the U.S., an EU member state or the country of the Site (as long as there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered in the country of the Site, as long as Buyer (i) promptly notifies Seller in writing of the Claim, (ii) makes no admission of liability and does not take any position adverse to Seller, (iii) gives Seller sole authority to control defense and settlement of the Claim, and (iv) gives Seller full disclosure and reasonable assistance as required to defend the Claim.
- 7.3 Section 7.2 does not apply, and Seller has no obligation or liability, with respect to any Claim based on (i) Products or Services that have been modified or revised, (ii) the combination of any Products or Services with other products or services when such combination is a basis of the alleged infringement, (iii) failure of Buyer to implement any update provided by Seller that would have prevented the Claim, (iv) unauthorized use of Products or Services, or (v) Products or Services made or performed to Buyer's specifications.
- 7.4 Should any Product or Service, or any part thereof, become the subject of a Claim, Seller may at its option (i) procure for Buyer the right to continue using the Product or Service, or applicable part thereof, (ii) modify or replace it in whole or in part to make it non-infringing, or (iii) if neither (i) nor (ii) is feasible, take back infringing Products or Services and refund the price received by Seller attributable to the infringing Products or Services.
- 7.5 This article 7 states Seller's exclusive liability for intellectual property infringement by Products and Services.
- 7.6 Each party retains ownership of all Confidential Information and intellectual property it had before the signing of the Contract. All new intellectual property conceived or created by Seller in the performance of the Contract, whether alone or with any contribution from Buyer, are owned exclusively by Seller. Buyer shall deliver assignment documentation as necessary to achieve that result.

8. Indemnity

Either party (each, an "Indemnifying Party") shall indemnify the other party (the "Indemnified Party") from and against claims brought by a non-party on account of personal injury or damage to the non-party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with the Contract. If the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the parties shall bear the loss or expense in proportion to their respective degrees of negligence. For purposes of Seller's indemnity obligation, no part of the Products or Site is considered non-party property.

9. Insurance

During the term of the Contract, Seller shall maintain the following insurance coverage for its protection: (i) worker's compensation, employer's liability and other insurance required by applicable law with respect to work related injuries or disease of Seller's employees in such form and amount as required by applicable laws; (ii) automobile liability insurance with a combined single limit of \$2,500,000; and (iii) commercial general liability or public liability insurance for bodily injury and property damage with a combined single limit of \$2,500,000. If required in the Contract, Seller shall provide a certificate of insurance reflecting such coverage.

10. Excusable Events

Seller is not liable or considered in breach of its obligations under the Contract to the extent that Seller's performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control, including, for example, acts of God, fire, armed conflict, acts or threats of terrorism, risk of kidnapping, civil unrest, epidemic, pandemics, war (declared or undeclared), insurrection, strikes or other labor disturbances, or acts or omissions of any governmental authority or of Buyer or Buyer's contractors or suppliers. If an excusable event occurs, the schedule for Seller's performance will be extended by the amount of time lost by reason of the event plus such addi-

tional time as may be needed to overcome the effect of the event. If acts or omissions of Buyer or its contractors or suppliers cause the delay, Seller is also entitled to an equitable price adjustment.

11. Termination and Suspension

- 11.1 Buyer may terminate the Contract (or the affected part thereof) for cause, if Seller (i) becomes Insolvent; or (ii) commits a material breach of the Contract that does not otherwise have a specified contractual remedy, as long as (a) Buyer first gives Seller a detailed notice of the breach and of Buyer's intention to terminate the Contract, and (b) Seller has not, within 30 days after receipt of the notice, commenced and diligently pursued cure of the breach.
- 11.2 If Buyer terminates the Contract in accordance with section 11.1, then: (i) Seller shall reimburse Buyer for the difference between the part of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope; and (ii) Buyer shall pay Seller (a) the part of the Contract Price allocable to Products completed, (b) lease fees incurred, and (c) amounts for Services performed before the effective date of termination. The amount due for Services will be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved), as applicable or, where there are no milestones or rates in the Contract, at Seller's then-current standard time and material rates.
- 11.3 Seller may suspend or terminate the Contract (or any affected part thereof) immediately for cause if Buyer (i) becomes Insolvent, or (ii) commits a material breach of the Contract, including, for example, failure or delay in providing Payment Security, making any payment when due, or fulfilling any payment conditions.
- 11.4 If the Contract (or any part thereof) is terminated for any reason other than Seller's default under section 11.1, Buyer shall pay Seller for all Products completed, lease fees incurred and Services performed before the effective date of termination, expenses incurred by the Seller in expectation of completing the Contract, plus expenses reasonably incurred by Seller in connection with the termination, including cancellation or termination fees or charges that Seller must pay to subcontractors and sub-suppliers. The amount due for Services will be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved), as applicable or, where there are no milestones or rates in the Contract, at Seller's then-current standard time and material rates. In addition, Buyer shall pay Seller a cancellation charge equal to 80% of the Contract Price applicable to uncompleted made-to-order Products and 15% of the Contract Price applicable to all other uncompleted Products or Services.
- 11.5 Either party may terminate the Contract (or the affected part thereof) upon 20 days' advance notice if an excusable event (as described in article 10) lasts longer than 90 days. In such case, Buyer shall pay Seller all amounts payable under section 11.4, as well as the cancellation charge for uncompleted Products if the excusable event leading to termination included an act or omission of the Buyer or Buyer's contractors or suppliers.
- 11.6 Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension, including, for example, expenses for repossession, fee collection, demobilization/remobilization, and costs of storage during suspension. The schedule for Seller's obligations will be extended for a period reasonably necessary to overcome the effects of any suspension.

12. Compliance with Laws and Regulations

- 12.1 Seller shall comply with all laws and regulations applicable to the manufacture of Products and its performance of Services. Buyer shall comply with all laws and regulations applicable to the purchase, application, operation, use and disposal of the Products and Services, including those regarding fair competition (antitrust), and environment, health and safety (EHS). Buyer acknowledges it has had access to, has reviewed and fully understands GE Vernova's integrity policies. Seller shall comply with the GE Vernova integrity policies. The GE Vernova integrity policies can be accessed electronically at https://www.gevernova.com/sites/default/files/2024-03/ge_vernova_the_spirit_the_letter.pdf.
- 12.2 Seller's obligations are subject to Buyer's compliance with all export-control, sanctions, antiboycott and other applicable trade control laws and regulations, including those of the U.S., EU, UK and Switzerland. Buyer shall not trans-ship, re-export, divert or direct or otherwise make or allow any disposition of equipment, materials, services, technology, technical data, software or other information or assistance or Product furnished by Seller under the Contract other than in and to the ultimate country of destination declared by Buyer and specified as such on Seller's invoice. Without prejudice to the generality of the foregoing, Buyer shall not re-export any goods or technology referred to in: (i) paragraph 1 of article 12g of Council Regulation (EU) 833/2014, as amended, to Russia or for use in Russia; or (ii) paragraph 1 of article 8g of Council Regulation (EC) 765/2006, as amended, to Belarus or for use in Belarus. Buyer hereby certifies that the equipment, materials, services, technology, technical data, software or other information or assistance or product furnished by Seller under the Contract will not be used in the design, development, production, stockpiling or use of chemical, biological or nuclear weapons. Buyer shall also ensure that the bank or financial institution or other entity executing any payments or financial transactions under the Contract on Buyer's behalf (including, for exam-

ple, the issuance of any payment securities, such as a letter of credit) is not subject to any trade control regulation that prohibits doing business with such bank, financial institution or entity. Non-compliance by Buyer with its obligations in this section 12.2 will be a fundamental breach of the Contract, for which Seller may, by notice to Buyer, immediately suspend its performance of, or terminate, the Contract, without prejudice to the exercise of any other rights or remedies that may be available to Seller.

- 12.3 Notwithstanding anything to the contrary in the Contract, Buyer shall promptly obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including, for example, building and environmental permits, import licenses, environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Site or fulfillment of Buyer's obligations, but Seller shall obtain any license or registration necessary for Seller to conduct business and shall obtain visas or work permits, if any, necessary for Seller's personnel. Buyer shall provide reasonable assistance to Seller in obtaining such visas and work permits.
- 12.4 Buyer shall act in accordance with the United Nations Universal Declaration of Human Rights and the International Labor Organization Fundamental Principles and Rights at Work, including the following obligations: (i) to respect human rights of its employees and others; (ii) not to employ workers younger than 16 years of age or the applicable higher minimum age; (iii) not to use forced, prison or indentured labor, or workers subject to any form of compulsion or coercion, or subject to a penalty/punishment for resigning, including the charging of recruitment fees, withholding of pay, or withholding of immigration documents, or to engage in or abet trafficking in persons for forced labor or commercial sex act purposes; (iv) not to discriminate in employment or business operations; (v) to afford workers the freedom of association and right to collective bargaining in accordance with local law, and (vi) to provide workers a viable grievance mechanism free of retaliation.
- 12.5 Each Party represents, warrants, and covenants that, in connection with the Contract, it has complied, shall comply, and shall cause its affiliates to comply, with all Improper Payment Laws and shall not pay, promise to pay, or authorize payments of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with the Contract or the transactions contemplated under this Contract. As used in the Contract, "**Improper Payment Laws**" means all applicable laws, rules and regulations (including international treaties and conventions) regarding bribery, corruption, kick-backs, fraud, illegal payments and gratuities, or similar practices, including the Foreign Corrupt Practices Act of 1977, the Prevention of Corruption Acts 1889-1916, the UK Bribery Act 2010, and any applicable international conventions of similar effect, including the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Officials in International Business Transactions and legislation implementing any such convention, and any other applicable local anti-bribery laws, as well as all applicable anti-money laundering, anti-terrorism, and economic sanctions and anti-boycott laws, in each case as amended from time to time.
- 13. Environmental, Health, Safety and Security Matters**
- 13.1 Buyer shall maintain safe working conditions at the Site, including, for example, implementing appropriate procedures regarding Hazardous Materials, confined-space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("**LOTO**") procedures including physical LOTO or an agreed upon alternative method.
- 13.2 Buyer shall promptly, and in any case before Seller starts work on any Site, advise Seller in writing of all applicable Site-specific environmental, health, safety and security requirements and procedures, including a complete description of Buyer's security program. Without limiting Buyer's responsibilities under this article 13, Seller may, from time to time, review and inspect applicable environmental, health, safety and, security documentation, procedures and conditions at the Site. Seller has the right, but not the obligation, to audit Buyer's security program and performance from time to time. Seller's receipt, review or audit of Buyer's security program or performance will not excuse or limit Buyer's obligation to provide adequate security.
- 13.3 If, in Seller's reasonable opinion, the health, safety or security of personnel on the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Seller may, in addition to all other rights or remedies available to it, evacuate some or all of its personnel from the Site, suspend performance of the Contract, in whole or in part, or remotely perform or supervise work. Any such occurrence will be considered an excusable event. Buyer shall reasonably assist in any such evacuation.
- 13.4 Buyer is responsible for operating its equipment. Buyer shall not require or permit Seller's personnel to operate Buyer's equipment at the Site.
- 13.5 Buyer shall make its Site medical facilities and resources available to Seller's personnel that need medical attention.
- 13.6 Seller is not responsible or liable for the pre-existing condition of Buyer's equipment or the Site. Before Seller starts any work at the Site, Buyer shall provide documentation that identifies the presence and condition of any Hazardous Materials existing in or

about Buyer's equipment or the Site that Seller may encounter while performing the Contract. Buyer shall inform Seller of all industrial hygiene and environmental monitoring data regarding conditions that may affect Seller's work or personnel at the Site. Buyer shall keep Seller informed of changes in any such conditions.

- 13.7 Seller shall notify Buyer if Seller becomes aware of: (i) conditions at the Site that materially differ from those disclosed by Buyer; or (ii) previously unknown physical conditions at the Site that materially differ from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in Seller's cost of, or the time required for, performance of any part of the work under the Contract, Seller is entitled to an equitable adjustment in the Contract Price and the schedule.
- 13.8 If Seller encounters Hazardous Materials in Buyer's equipment or at the Site that require special handling or disposal, Seller has no obligation to continue work affected by the hazardous conditions. In such an event, Buyer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Seller's work under the Contract may safely proceed, and Seller is entitled to an equitable adjustment of the price and schedule to compensate for any increase in Seller's cost of, or time required for, performance of any part of the work. Buyer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Seller's work at the Site.
- 13.9 Buyer shall indemnify Seller for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials that are or were (i) present in or about Buyer's equipment or the Site before Seller started work, (ii) improperly handled or disposed of by Buyer or Buyer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than Seller.
- 13.10 Buyer shall safeguard the Site, as well as all Seller's tools, consumables, Products and parts when provided, against dishonest or criminal acts, including, for example, sabotage, theft and arson, by suitable physical means, such as CCTV equipment and services, guards, fencing and lighting. Buyer shall maintain secure working conditions at the Site.
- 13.11 The Parties acknowledge that the COVID-19 pandemic and government actions in response to it have affected and will continue to affect Seller's ability to deliver goods and services around the world (the "**COVID-19 Impact**"). In the event that the COVID-19 Impact affects Seller's ability to deliver on time or at the Contract Price, Seller is entitled to an equitable adjustment in schedule and price as appropriate, subject to Seller's obligation to work in good faith with Buyer to mitigate the impact on schedule and cost.
- 13.12 At all times while Seller's personnel are, or are expected to be, on or about the Site, Buyer shall provide security equipment, facilities, measures and procedures adequate to protect such personnel and meet Seller's security standard against potential threats to their safety or well-being, including, for example, fencing and security barriers, control of access to and throughout the Site, a sufficient number of qualified guards, surveillance and monitoring procedures and equipment, screening and oversight of local workers and others that Buyer allows onto the Site, alarms, evacuation routes and procedures, and training for Seller's personnel regarding Buyer's Site security procedures.
- 13.13 If Seller determines that Buyer's security program is not sufficient to provide for the protection of Seller's personnel working on or about the Site, Seller may: (i) make reasonable recommendations to Buyer regarding changes to the security program, which Buyer shall promptly implement; (ii) provide security measures to protect its personnel, for which Buyer shall reimburse Seller for all related expenses incurred at cost plus 15%; and (iii) exercise any of its applicable rights or remedies under the Contract.
- 14. Changes**
- 14.1 Either party may at any time propose changes in the schedule or scope of Products or Services. Seller is not obligated to proceed with any change until the parties agree upon such change in writing. The written change documentation must describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed.
- 14.2 Seller is entitled to an equitable adjustment of the scope, Contract Price, schedule, and other provisions to reflect additional costs or obligations incurred by Seller resulting from a change, after the date of Seller's offer, in Buyer's Site-specific requirements or procedures, or in industry specifications, codes, standards, or in applicable laws or regulations, but no adjustment will be made on account of a general change in Seller's manufacturing or repair facilities resulting from a change in laws or regulations applicable to such facilities. Unless otherwise agreed by the parties, pricing for additional work arising from such changes will be at Seller's time and material rates.
- 14.3 In the event of a change in applicable trade-control laws or regulations, including, for example, those of the U.S., EU UK and Switzerland, or in the interpretation thereof, or if an authorization under any applicable trade-control law or regulation is denied, revoked, withdrawn or cancelled, preventing Seller from performing its obligations without breaching such law or regulation, or

makes Seller's performance of its obligations unreasonably burdensome or unbalanced, Seller may, without incurring liability to Buyer and without prejudice to any other right or remedy of Seller in this Contract or at law, (i) withdraw its offer, or (ii) suspend its performance of, or terminate, the Contract. If the suspension lasts more than four months, either party may, by notice to the other, immediately terminate the Contract.

- 14.4 Seller may deliver a Product that bears a different, superseding or new part or version number compared to the part or version number listed in the Contract.

15. Limitations of Liability

- 15.1 The total liability of Seller for all claims of any kind arising from or related to the formation, performance or breach of the Contract, or any Products or Services, will not exceed the (i) Contract Price, or (ii) if Buyer places multiple orders under the Contract, the price of each particular order for all claims arising from or related to that order and \$10,000 for all claims not part of any particular order.
- 15.2 Seller is not liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, nor is Seller liable for any special, consequential, incidental, indirect, or punitive damages, or claims of Buyer's customers for any of the foregoing types of damages.
- 15.3 Seller's liability will cease upon expiration of the applicable warranty period, but Buyer may continue to enforce a claim for which it has given notice before that date by commencing an action or arbitration, as applicable under the Contract, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such warranty period.
- 15.4 Seller is not able for advice or assistance that is not required for the scope of work under the Contract.
- 15.5 If Buyer is supplying Products or Services to a non-party, or using Products or Services at a facility owned by a non-party, Buyer shall either (i) indemnify and defend Seller from and against any and all claims by, and liability to, such non-party in excess of the limitations set forth in this article 15, or (ii) obtain the non-party's agreement, for the benefit of and enforceable by Seller, to be bound by all the limitations included in this article 15.
- 15.6 As used in this article 15, "**Seller**" includes Seller's affiliates, subcontractors and suppliers of any tier, and their respective employees. The limitations in this article 15 apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise, and prevail over any conflicting terms, except to the extent that such terms further restrict Seller's liability.

16. Governing Law and Dispute Resolution

- 16.1 If Buyer's principal place of business is in the U.S., New York law governs all matters arising out of this contract, including tort claims, except for any conflict-of-laws provision thereof that would cause the law of any other jurisdiction to govern such matters and except for sections 5-1401 and 5-1402 of the General Obligations Law (N.Y.). If Buyer's principal place of business is outside the U.S., English law governs all matters arising out of this contract, including tort claims, except for any conflict-of-laws provision thereof that would cause the law of any other jurisdiction to govern such matters and except for article 12(1) of the Late Payment of Commercial Debts (Interest) Act 1998 (UK). If the Contract includes the sale of Products and Buyer is outside Seller's country, the United Nations Convention on Contracts for the International Sale of Goods applies.
- 16.2 If any dispute arises out of or in connection with the Contract, including any question regarding its existence or validity, the parties shall submit the matter to mediation under the Mediation Rules of the International Chamber of Commerce, without prejudice to either party's right to seek emergency, interim or conservatory measures of protection at any time. If the dispute has not been settled under such rules within 30 days after the filing of a request for mediation, the dispute will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such rules. If the arbitral tribunal is to consist of more than one arbitrator, the party-appointed arbitrators will, for two weeks after the date on which both their appointments have been confirmed, attempt to reach agreement on the appointment of the president of the arbitral tribunal. For this purpose, the arbitrators may communicate with the parties on an *ex-parte* basis. If the two party-appointed arbitrators are unable to agree upon the appointment of the president of the arbitral tribunal, upon request of either party, the president of the International Chamber of Commerce will appoint the president of the arbitral tribunal. The seat, or legal place, of the mediation and arbitration will be Paris, France. The mediation and arbitration will be conducted in the English language. The parties' written submissions must, to the extent possible, contain all arguments and supporting materials on fact, law and damages, including all exhibits on which each party intends to rely, supporting witness statements, expert reports and legal authorities.

17. Inspection and Factory Tests

Seller shall apply its usual quality-control procedures in manufacturing Products and perform any factory tests in accordance with Seller's standard procedures. Seller shall attempt to accommodate requests by Buyer to attend Seller's factory tests of Products, subject to appropriate access restrictions, if such attendance can be arranged without delaying the work. Buyer shall bear all travel and living expenses of its personnel to attend such tests. If Buyer or its representative do not attend the factory tests on the scheduled date, Seller may proceed with such factory tests alone, and Seller shall promptly share the results of such tests with Buyer. In the event the factory tests or any other tests to be performed under the Contract cannot be either witnessed or performed (as the case may be) by Buyer for any reason (including as a consequence of any pandemic) and Buyer cannot delegate any non-party to represent it, or to perform the tests in its name and on its behalf, Seller may propose reasonable alternative arrangements to Buyer to avoid delaying testing, including, for example, the use of electronic messaging services such as Skype, Teams or equivalent services, recording devices, such as cameras, and a distribution of results by means of electronic storage media, such as DVD or streamed videos. The parties shall endeavor to agree on such arrangements with a view to avoiding delay in the testing of the Products. If, despite Seller's proposal of reasonable alternative arrangements, Buyer instructs Seller to suspend or postpone the performance of the tests, then, notwithstanding anything to the contrary in the Contract, Seller is entitled to an equitable extension of time for completion of the work and compensation by the Buyer for the additional costs incurred as a result of the suspension or postponement of such tests.

18. Addenda to these General Terms of Contract for the Sale of Products and Services

If there is any conflict between these "General Terms of Contract for the Sale of Products and Services" and the terms of any addendum attached hereto, the terms of the addendum will prevail with respect to the applicable scope.

19. General Clauses

- 19.1 Products and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, and Buyer warrants that it will not use or permit others to use Products or Services for such purposes, without Seller's prior written consent. If, in breach of the warranty in the preceding sentence, any such use occurs, Seller (on its own behalf and on behalf of its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and defend Seller (and its parent, affiliates, suppliers and subcontractors) against all losses and liabilities arising out of any such damage, injury or contamination. Seller's consent to any such use, if any, will be subject to additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability.
- 19.2 Seller may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates and may assign any of its accounts receivable under the Contract to any person without Buyer's consent. Buyer shall execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract any part of the work but remains liable for the subcontracted work. Buyer shall not assign its rights or delegate its duties under the Contract without Seller's prior written consent, which must not be unreasonably withheld. Any purported assignment or delegation by Buyer in breach of the preceding sentence will be void.
- 19.3 Buyer shall notify Seller immediately upon any change in ownership of more than 50% of Buyer's voting rights or of any controlling interest in Buyer. If Seller objects to such change, or if Buyer does not give Seller the required notice, Seller may (i) terminate the Contract, (ii) require Buyer to provide adequate assurance of performance, including, for example, payment, or (iii) put special controls in place regarding Seller's Confidential Information.
- 19.4 If any provision of the Contract is held to be void or unenforceable, the remainder of the Contract will remain in force. The parties will endeavor to replace any such void or unenforceable provision with a valid and enforceable substitute provision that achieves substantially the same practical and economic effect as such invalid or unenforceable provision.
- 19.5 The following articles will survive termination or cancellation of the Contract: 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 15, 16, 18, 19 and 20.
- 19.6 The Contract is the entire agreement between the parties. No oral or written representation or warranty not contained in the Contract will be binding on either party. The parties' rights, remedies and obligations arising from or related to Products and Services sold under the Contract are limited to the rights, remedies and obligations stated in the Contract. All amendments to the contract must be written and signed by both parties.
- 19.7 Except as provided in article 15 (Limitations of Liability) and in section 19.1 (no nuclear use): (i) if Buyer's principal place of business is in the U.S., no non-party may enforce any of the terms of the Contract; and (ii) if Buyer's principal place of business is outside the U.S., no non-party may enforce any of the terms of the Contract under the Contracts (Rights of Third Parties) Act 1999.

- 19.8 This Contract may be signed in multiple counterparts that together will constitute one agreement. If permitted by applicable laws, the Contract may be signed by the parties using certified digital signature tools, such as DocuSign, or any other agreed upon certified means.
- 19.9 All notices pertaining to this Contract must be in writing. Without prejudice to any other way of serving notice, any notice will be sufficiently given if sent by recorded delivery to the addressee's registered office or last known place of business and will be deemed to be given on the day it was received or on the tenth day after it was dispatched, whichever is earlier. Each party shall give the other party 14 days' notice of any change to its address for notices.
- 20. U.S. Government Contracts**
- 20.1 This article 20 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government or is funded in whole or in part by any agency of the U.S. government.
- 20.2 Buyer acknowledges that all Products and Services provided by Seller meet the definition of "commercially available off-the-shelf" (COTS) item," "commercial product" or "commercial service" (as applicable) as those terms are defined in Federal Acquisition Regulation ("**FAR**") § 2.101. Unless otherwise specifically stated by Seller in the Contract, Seller makes no representation or warranty as to the country of origin of Products. Buyer acknowledges that any Services offered by Seller are exempt from the Service Contract Labor Standards (see 41 U.S.C. §§ 6701-6707, FAR § 52.222-41). The version of any applicable FAR clause listed in this article 20 will be the one in effect on the effective date of the Contract.
- 20.3 If Buyer is an agency of the U.S. government, then, as permitted by FAR § 12.302, Buyer acknowledges that all paragraphs of FAR § 52.212-4 (except those listed in § 12.302(b)) are replaced with these General Terms of Contract. Buyer further acknowledges that the subparagraphs of FAR § 52.212-5 apply only to the extent applicable for sale of COTS items, commercial products or commercial services (as applicable) as defined in FAR § 2.101 and as appropriate for the Contract Price.
- 20.4 If Buyer is procuring the Products or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. government, then Buyer agrees that FAR § 52.212-5(e) or § 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS items, commercial products or commercial services (as applicable) as defined in FAR § 2.101 and as appropriate for the Contract Price.

HV Circuit Breaker

Proposal 25156WU-K-1

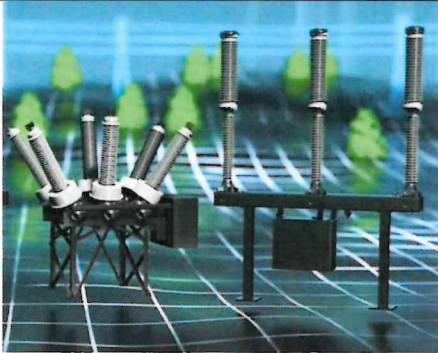
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Works

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SIEMENS
energy

We
energize
society



June 6, 2025

Presented by:
Ben Kendrick
Applications Engineer HVCB
(601) 668 - 2428
Benjamin.kendrick@siemens-energy.com

Siemens Energy, Inc. 444
Hwy 49 South
Richland, MS 39218

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Page 2 of 35

Dear Customer:

Siemens Energy, Inc. would like to sincerely thank you for the opportunity to provide a proposal to you from our Jackson, MS, USA facility. The SPS2 Gas Circuit Breaker and CPV2 Circuit Switcher product lines have proven to be a successful global product offering. Since the introduction of the SPS2/3AP family in 1997 we have shipped over 50,000 units from our Jackson-MS factory and over 150,000 units globally. Our portfolio of products produced in our facility includes:

SPS2(S) dead tank portfolio:

- 15.5 - 72.5 kV, 1200 - 3000 A, 40 kA
- 123 - 170 kV, 1200 - 3000 A, 40 kA
- 123 - 170 kV, 1200 - 4000 A, 50/63/80kA
- 245 kV, 1200 - 4000 A, 40/50/63/80/90 kA
- 362 kV, 1200 - 5000 A, 63/80 kA
- 550 kV, 2000 - 5000A, 63 kA

CPV2S/3AP2 live tank portfolio:

- 15.5 - 72.5 kV, 1200 - 3000 A, 40 kA
- 123 - 170 kV, 1200 - 3000 A, 40 kA
- 245 kV, 1200 - 3000 A, 40 kA •
- 362 kV, 1200 - 4000 A, 63 kA •
- 550 kV, 1200 - 4000 A, 63 kA
- 800 kV, 1200 - 4000 A, 63 kA

- No TRV capacitors are required to achieve full kA rating for typical applications! □
Tested in accordance with C37.06.1 High rate of rise for TRV

The major components of these products are standardized across our complete product offering including dead tank breakers, circuit switchers (Siemens Energy switchers are live tank breakers) and GIS. The commonality of parts across all voltage ranges enables customers to reduce cost, minimize spare parts inventory and provides a common platform for product training. The SPS2 and CPV2 families use state of the art "self-extinguishing principal" interrupters in all ratings. The FA-2 spring-spring mechanism is used for 15.5 kV to 170 kV, 40 kA units; the FA-4/5 spring-spring mechanism is used for 121kV to 245kV-3 cycle, 63kA units; and the FA-5 spring-spring mechanism is used for 245kV-2 cycle, 362KV, and 550kV.

Siemens Energy prides itself in providing the highest quality breakers in the industry while maintaining flexibility to customize each unit to meet each customer's unique needs. Some examples of our premium design include: all roller or ball bearings, all sealed bearings, no lubrication needed in the field, no adjustments required in the field. Our breakers and circuit switchers have proven to be easier to put into service, require less maintenance and have a lower total ownership cost over their lifetime than our competition. **All Siemens Energy breakers have a 12-year inspection / 25-year maintenance cycle, minimizing your total cost of ownership! No adjustments or maintenance are required for life of the unit.**

Again, we thank you for the opportunity to provide this proposal and look forward to any feedback or questions which you may have while reviewing our proposal.

Sincerely,

This proposal is based on our best interpretation of the request for quotation, bid documents, drawing and specification if provided. Siemens Energy reserves the rights to revise the quotation if our interpretation differs from actual requirements after the approval of drawings by customer. This proposal will supersede any other document, purchasing terms etc. unless agreed and signed by Siemens Energy.

Why A Siemens Energy Circuit Breaker / Switcher?

Siemens Energy Offering	Customer Value
Patented high-tech self-compression interrupter with FA operating mechanism	Reliability with Industry-leading mean time failure (MTBF) of 5,000+ years
Standardized platform concept for interrupter and drives	Less inventories of breaker or spares due to very short lead time for replacement parts from factory
Spring-Spring mechanism drive - No maintenance or lubrication required for the operational lifetime of product	Saving of approx. \$5-10K depending on rating for no maintenance or replacement of mechanism
63 kA fault duty breakers for all voltage classes 69 thru 550 kV – No external capacitance requirement for full 63 kA fault duty	Saving of approx. \$25-50K not installing external capacitors
Similar installation footprints of all 72.5, 145 and 245 kV; 63 kA gang and Independent Pole Operator (IPO) breakers	Saving of approx. \$10,000 for installation pad extension for future IPO breakers use
170/80kA gang breaker without any external capacitance for both SLF and TF exposure	Saving of approx. \$25-50K not installing external capacitors
Control cabinet orientation same as oil breaker	Can use same wireway when replacing oil breaker resulting in savings of approx. \$5K
All ratings C2, M2 and E2 mechanical and electrical endurance tested	Long life of 30+ years and 10,000 operations
SPS2 550 kV dead tank breaker with double break interruption design	Customers can accommodate higher X/R up to 35 (IEEE standard is 17) especially close to generation locations
Circuit Switcher (CPV2S) up to 245 kV are tested with more stringent breaker standard and subjected to breaker production tests including power frequency test on each circuit switcher	Provide extra reliability to customers with reclosing capability within 3 cycle
As part of Siemens Energy Inc.'s ongoing sustainability efforts, recycled materials such as steel, aluminum and SF6 gas will be employed where possible. These materials will have the same quality and performance standards as virgin grades.	Reduction of pollution and global warming components released into the atmosphere

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Proposal

Siemens Energy, Inc. agrees to sell to Purchaser and Purchaser agrees to purchase from Company the goods described below. All pricing is in USD.

When issuing a PO to Siemens Energy for a circuit breaker:

- Ensure proposal is still valid
- Issue purchase order to Siemens Energy Inc.
- Ensure all required documents are provided with PO (examples include but not limited to; W9 that matches bill to party, tax exemptions forms, etc) - Proposal number referenced on PO.
- Payment terms are referenced on PO and match what is quoted on the proposal.
- If an order acknowledgement is not received within 6 weeks of issuing purchase order, please reach out to your sales contact or factory contact.

Changes in applicable laws, regulations, executive orders, taxes, tariffs, customs duties, or technical codes and standards or the imposition of new laws, regulations, executive orders, taxes, tariffs, customs duties, or technical codes and standards after the date of the SEI proposal (or the effective date of the Agreement if no proposal was provided) will be treated as changes to the scope of work and Agreement, and SEI will be entitled to an adjustment to the Agreement price and schedule to the extent SEI's cost or time to perform or deliver any Equipment or Services are impacted. This adjustment will be applicable to all agreements and open purchase orders (not delivered).

Item X	Gas Circuit Breaker (DT)	Qty	Product	Price	Ext Total
		2	SPS2-72.5-40-1200-3PST	\$121,975.56	\$243,951.12

Description:

- 69kV nominal voltage
- 40kA maximum symmetrical interrupting capability
- 3000A maximum continuous current
- Capable of -40°C operation without tank heaters
- 73 inch creep porcelain bushings rated 350kV BIL @ 3300 feet ASL
- 3-cycle, 60Hz, spring-spring operated
- Gang Operation, Frame mounted outdoor Circuit Breaker
- Bushing Current Transformers (total 12 BCT's):
 - Bushings 1-3-5: (6) 1200:5 MR C400 relay accuracy, RF 2.0
 - Bushings 2-4-6: (6) 1200:5 MR C400 relay accuracy, RF 2.0

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Below mentioned optional parts / services can also be purchased with circuit breaker, please indicate as separate line item in purchase order:

Item A: Spare Parts for Circuit Breaker

Qty.	DESCRIPTION	NET UNIT PRICE
1	Y-Relay	\$722.22
1	Close Coil	\$611.11
1	Trip Coil	\$611.11
1	Charging Motor	\$1,333.33
1	Porcelain Bushing (72kV)	\$1,500.00

NOTE: Above spare parts prices are only valid with the purchase of the Circuit Breaker requested.

Item B: Factory Acceptance Testing (Not included in breaker price)

Should the customer request witness testing, Siemens Energy can accommodate the witness testing by customer only on one of each rating of the purchased breakers for one day. Price for witness testing is \$5,500 per day. Siemens Energy is not responsible for the travel or other expenses. Please provide this request in the PO and Siemens will provide the tentative schedule for the test.

Please note that due to high market demand and capacity constraints of test rooms, Siemens Energy is unable to accommodate FAT requests until further notice. A physical inspection of breaker at time of shipment is possible

with factory PM
coordination.

Item C: Technical Field Assistance (Not included in breaker price)

Siemens Energy Field Service can also support to assist with the breaker installation and or commissioning services at site, below is the contact for Service requirements/offers:

Jerry Clark
Siemens Energy, Inc.
Transmission Services Cell: +1
(601) 813-7405
jerry.clark@siemens-energy.com

No sales or users tax is included in our prices.

This proposal is based on our best interpretation of the request for quotation, bid documents, drawing and specification if provided. Siemens Energy reserves the rights to revise the quotation if our interpretation differs from actual requirements after the approval of drawings by customer. This proposal will supersede any other document, purchasing terms etc. unless agreed and signed by Siemens Energy.

Clarifications/Exceptions

Siemens Energy circuit breakers are designed and tested according to applicable sections of ANSI/IEEE C37 standard and are not guaranteed to conform to other standards included by reference only.

All Siemens Energy breaker products are type tested or certified according to ANSI/IEEE applicable standards except CPV2 170 & 245 kV / SPS2S-170-40-3000 breakers are not tested to IEEE 693 High Seismic Qualifications

Below are Siemens Energy, Inc. comments and clarifications/exceptions

#	Customer Spec. / Terms Ref. number	Comments/Clarification/Exception
1	Terms & Conditions	SEI standard terms and conditions will apply to sale.

Note:-

Due to global supply chain issues and subject to material/parts availability at time of manufacturing, Siemens Energy can use substitute parts/components per below table with intention to deliver the order/breaker on time. All substitute parts/components will be fit, form and functionally compliant with original proposed part. In case of drawing change requirement, SE will provide revised drawing(s) with breaker and sending to customer contact person.

Generic Component / part Name	Detail / Functional purpose	Substitute options subject to availability of parts/components			
Bushing Current Transformers (CTs)	Metering and relay CTs	Meramec	Ameran	Narayan	FALCO
Terminal Blocks-1	power terminal	Marathon	Phoenix	GE	States
Terminal Blocks -2	CT testing	Marathon	Phoenix	GE	States
Terminal Blocks-3	Control	Marathon	Phoenix	GE	States
SEL Relays / Breaker monitoring devices	all types / customer specific	No other option available, need to short-ship if breaker is required on scheduled delivery date			
Density Switch	SF6 gas pressure monitoring	Solon	Trafag		
Relays-1	for controls	Square D	Siemens	ABB	
Relays-2	for timing	Agastat	Signaline		

Disclaimer on Global Supply Chain Network:

To meet quoted lead time and pricing, Siemens Energy will be utilizing its global supply chain network of feeder factories located in Mexico, Brazil, China, India, etc. to use major components like interrupter unit, mechanism, cabinets etc.

Customer drawing approval:

This proposal is based on our best interpretation of the request for quotation, bid documents, drawing and specification if provided. Siemens Energy reserves the rights to revise the quotation if our interpretation differs from actual requirements after the approval of drawings by customer. This proposal will supersede any other document, purchasing terms etc. unless agreed and signed by Siemens Energy.

- Customer drawings for approval are in accordance with applicable standards and customer specification for breaker if provided. Any additional mark up and requirement at approval stage will be subjected to price and delivery changes
- Customer approval process is required to be completed within 2 weeks after first submittal to maintain the committed delivery date in order acknowledgement ARO.

Standard Document Submittals:

All electronic drawings will be in AutoCAD or pdf format transmitted via email. Siemens Energy standard final submittal documents are, all other documents will be reviewed and charged separately:

- Breaker outline
- Bushing outline
- Nameplate breaker
- Nameplate operator
- Nameplate BCT
- CT curves
- BCT diagram
- Control diagrams
- Gas Schematic
- Production test report
- Instruction book

Instruction Books:

Siemens Energy standard instruction books will be provided – instruction books, test reports and drawings are separate documents.

Shipping:

Circuit breakers to be fully assembled, tested, and shipped except for the frame legs. Legs and mounting hardware are shipped with breaker as loose parts. Breakers are shipped with positive SF6 gas pressure, gas bottles for filling breaker to operating pressure are shipped loose if required.

Bonds/Guarantees:

Siemens Energy will not issue any type of bonds, corporate guarantees, bank guarantees, etc. for High Voltage Circuit Breakers.

Control and Operator Power Requirements:

Control supply voltage:	125 VDC
Spring charge motor supply voltage:	120 VAC / 125 VDC
Accessory supply voltage:	120 VAC
Heater supply voltage:	240 VAC

Standard components/accessories included:

- One close coil
- Dual trip coils
- Local/remote selector switch
- LED position indicator lights
- GFI outlet inside control cabinet
- Cabinet light with Switch
- Wire markers on CT wiring (printed on wire)
- Breaker frame mounted temperature compensated density switch and gauge
- Anodized aluminum nameplates according to IEEE/ANSI standards

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- #14 AWG Type SIS control wiring
- #10 AWG Type AMW-TEW CT wiring
- NEMA type 3R control cabinet painted ANSI 70 grey
- Galvanized frame and leg assemblies
- Standard installation toolkit included
- SF6 fill gas included
- 1 Set of electronic AutoCAD approval drawings
- 1 Set of electronic AutoCAD certified drawings and 1 set shipped in breaker
- 1 Instruction book in PDF format and 1 Instruction book shipped in breaker

Customer specific components/accessories included:

- Fused knife switches
- Close and trip push buttons
- Control switch
- Spring discharge alarm
- External manual trip device
- Thermostatically controlled cabinet heaters
- #4-500 MCM grounding terminals on frame
- Loss of voltage relays
- Auxiliary switches for customer use
- NEMA 4-hole silver-plated aluminum terminals

TERMS OF PAYMENT:

All invoices should be paid Net 30 days (subject to credit approval)

Drawings	Lead Time
Approval drawings (if req'd) will be transmitted:	8 months prior to delivery
Failure to approve drawings within two (2) weeks after submittal may delay shipment	

Breaker Rating	Lead Time
72.5kV – 40 kA Dead Tank	100 – 110 weeks

SHIPPING LEAD TIME:

Typical current lead times are given in below table, however, to be confirmed at time of order and subject to drawing approvals:

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DRAWING LEAD TIME:

DELIVERY TERMS: Freight is included in the quoted price for shipments within the contiguous 48 United States. Additional shipping charges may apply if conditions do not permit Seller to utilize its standard delivery methods to the requested delivery destination.

WARRANTY: The warranty period covers the equipment for **twelve (12)** months after being placed in service or **eighteen (18)** months after shipment, whichever expires first.

Bid Validity **90 days** from offer submittal date

CONDITIONS: This proposal is quoted using Siemens Energy Standard Terms and Conditions of Sale for Products. Siemens Energy hereby takes exception to any additional or different terms set forth in purchaser's request for proposal, specification, purchase order or any other document of purchaser. Acceptance of additional or different terms must be specifically agreed to in writing by Siemens Energy.

See attached ("Siemens Energy Standard Terms and Conditions of Sale")

This proposal is based on our best interpretation of the request for quotation, bid documents, drawing and specification if provided. Siemens Energy reserves the rights to revise the quotation if our interpretation differs from actual requirements after the approval of drawings by customer. This proposal will supersede any other document, purchasing terms etc. unless agreed and signed by Siemens Energy.

Supplementary standard terms and conditions for Siemens Energy Grid Transmission Products Effective October 1st, 2023

Cancellation Policy

Cancellation of equipment for High Voltage circuit breakers will be subject to cancellation charges based on the following policies: (all percentages refer to contract price):

<u>Cancellation Schedule</u>	<u>Percentage</u>
After receipt of order, but before approval drawings submission	30%
After submission of approval drawings, but before production release	40% + Cost of any special & customized parts
After release to manufacturing, but before shipment	75%
Scheduled to ship in less than thirty (30) days are noncancellable	100%

Termination as Consequence of Force Majeure

If circumstances of Force Majeure have occurred and shall continue for a period of 182 days then, either Party shall be entitled after written notice to the other party to serve upon the other 30 days' notice to terminate the Contract. If at the expiry of the period of 30 days Force Majeure continued, the Contract shall terminate. Regarding the part of the work scope not yet delivered, Siemens Energy shall be entitled to reimbursement from the Customer of its unavoidable costs related to such termination.

Hardship Clause

If the economic conditions or geopolitical developments that may affect this Agreement, and such frame parameters should substantially change after conclusion of the contract, thereby causing a material hardship to Siemens Energy, Siemens Energy shall be entitled to demand adjustments to the conditions of the Agreement. Siemens Energy shall notify the Seller of the grounds of such hardship and its intention to negotiate an adjustment of the conditions in writing. The Parties shall commit in good faith to negotiate and agree on such an adjustment within four weeks after Siemens Energy's notification. If the parties fail to agree on such an adjustment within such period, Siemens Energy shall be entitled to terminate the Agreement with immediate effect.

Liquidated damages for Delays

If required by purchase order, Supplier agrees that it shall pay liquidated damages for failure to deliver the Goods. Beginning on the thirty first (31st) calendar day after the acknowledged delivery date by supplier and continuing until delivery of the equipment is completed, whichever is earlier, delay liquidated damages will be assessed at the rate of one half of one percent (0.5%) of the late delivery line item of equipment's price in the Purchase Order per full calendar week. The maximum cap on liquidated damages under this Article is five percent (5%) of the Purchase Order item Price that was delayed. Supplier shall pay such liquidated damages as a reasonable compensation to purchaser against documentation for delay damages and not as a penalty.

UNLESS OTHERWISE AGREED BY THE PARTIES EXPRESSLY IN THE AGREEMENT, THE REMEDIES OF PURCHASER SET FORTH ABOVE AND/OR IN THE SEI PROPOSAL FOR DELAY IN SHIPMENT/DELIVERY OR COMPLETION OF SERVICES CAUSED BY SEI ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES AND NO OTHER REMEDIES OF ANY KIND WHATSOEVER SHALL APPLY.

Delays or Suspension by purchaser

If shipments are delayed by Purchaser, affected payments shall become due based on the date SEI is prepared to make shipment. Suspension on purchase order work scope is not allowed after engineering work. Before engineering, maximum time of work suspension should not exceed 12 weeks and will be subjected to recalculate the delivery. All SEI expenses associated with any such suspension shall be for the account of Purchaser.

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Price Adjustment Policy

If required, the applicable purchase and invoice price for each Product that is a High Voltage Circuit Breaker and is accepted by customer, shall be established using the following formula six (6) months or earlier before delivery of circuit breaker:

$$P1 = PO * \{(0.0375 * m) + (X1/XO)\}$$

Pursuant to the foregoing formula, the Base Price for each Product that is a High Voltage Circuit Breaker shall be adjusted based on the change in the Producer Price Index for switchgear and switchboard apparatus manufacturer, not seasonally adjusted (PCU3353133335313, found at bls.gov) six (6) months or earlier before delivery of circuit breakers.

PO Initial base price from proposal / PO

P1 Adjusted price six (6) months or earlier before delivery of circuit breaker(s) m

No. of completed year from date of Supplier's proposal.

X1 Index value at time of price adjustment (whichever last month is published) XO

Index value at time of proposal month

Reservation Clause The Parties acknowledge that the outbreak of the military conflict and / or any events related thereto (the "Conflict") between Ukraine and Russia is likely to negatively affect usual business activities around the globe and / or the execution of the Contract in various ways, whether known, unknown, whether foreseeable or unforeseeable. Therefore, the Parties agree that the Contractor shall not be liable for any negative impact or impediment of its performance obligations under or in connection with this Contract arising or being aggravated in connection with the Conflict (the "Impact"). In particular, without limiting the generality of the foregoing, unmanageable and unforeseeable disruptions in the availability of critical materials (e.g. steel products almost exclusively produced in the region of the Conflict) and unpredictable price increases for certain materials, energy and transportation are already visible in the global markets. Therefore, the Contractor shall be entitled to an extension of time for execution and / or an adjustment of the contract price and / or other reasonable adjustments to the Contract to the extent required to mitigate and / or compensate the Impact. However, the Contractor shall remain obliged to exercise reasonable efforts to mitigate the Impact.

Export Compliance

Offer validity is subject to compliance with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods provided under this agreement, including any export license requirements and a successful screening within DAMEX-E system.

Order Reassignments

Case – 1 (Reassignment Without PO Change)

- Full quantity reassignment
- Advance payment is paid
- Drawings are submitted
- No change in original PO (full invoice will be paid by original issuer of PO)
- Tax liability and payment liability remain with original purchaser
- Assignee is affiliate company / project

Solution / Process:

1. One pager letter from the original buyer with detail of PO, new assignee, new shipping address and acknowledgment block for SEI
2. SEI will acknowledge the letter
3. No change of drawings
4. No impact on delivery time

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Case – 2 (Full Reassignment Before Delivery)

- Subject to credit approval
- Full quantity reassignment
- Advance payment is paid
- Drawings are submitted/not submitted
- Cancellation of original PO
- Assignee is a separate company / project

Solution / Process:

1. Subject to credit approval. Assignee W9 needs to be sent ASAP for credit check
2. Reassignment admin fee applies per contract - \$9,450 reassignment fee
3. Original buyer will issue cancellation
4. Sales for new customers to modify original SF.com opportunity with new PO and reassignment letter entered and change to order pending status for entry
5. Assignee will issue new PO + \$9,450 reassignment admin fee on separate line item
6. SEI will complete the order entry, contract review, production order creation processes
7. SEI will change the drawings
8. No impact on delivery time

Case – 3 (Partial Reassignment Before Delivery)

- Partial quantity reassignment
- Advance payment is paid
- Drawings are submitted/not submitted
- Change of PO by original buyer reducing quantity on original PO
- Assignee is a separate company

Solution / Process:

1. Assignee will provide purchase order, W9, and all other info needed for credit check and order entry
2. Once the assignee purchase order is entered, the original buyer will issue change order reducing quantity on original purchase order
3. One page letter from the original buyer with details of PO, new assignee, new shipping address and acknowledgment block for SEI
4. SEI will acknowledge the letter
5. SEI will issue a credit (to original buyer) of advance payment paid for the partial quantity or original buyer can provide approval to apply advance payment to new customer's order
6. Sales for new customer will create a new SF.com opportunity with new PO and reassignment letter entered
7. Reassignment letter and revised PO need to be uploaded into original SF.com opportunity by sales
8. SEI will update SF.com record for products and commercial fields
9. New PO from assignee with unit price + \$9,450 reassignment fee per reassignment occurrence
10. SEI will issue a new sales order
11. AEs will do the contract review checklist
12. SEI will change the drawings with new sales order, assignee PO # and name
13. Manufacturing will issue the new production order
14. No impact on delivery time

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**These Terms and Conditions Govern the
Sale of Equipment and Services**

The terms and conditions set forth in the SEI proposal and these terms and conditions govern the SEI proposal and any Agreement between the parties for the Equipment and/or Services covered by such proposal. Each proposal is valid for thirty (30) days from the date of the proposal unless extended or withdrawn in writing by SEI. The issuance of a Purchaser purchase order or any other reasonable manner of acceptance by Purchaser communicated to SEI during such validity period will form an Agreement based upon the terms and conditions of the SEI proposal and these terms and conditions. The following order of precedence shall prevail: (i) an integrated agreement, if any, signed by SEI and Purchaser; (ii) any change orders executed by the Parties; (iii) SEI proposal; (iv) these terms and conditions; (v) Purchaser's purchase order (as accepted by SEI and excluding those items noted in Article 1(b) below).

1. Definitions

Whenever used in this document with initial capitalization, the following definitions shall be applicable:

- (a) "ACM" as used herein shall mean Asbestos and Presumed Asbestos Containing Materials.
- (b) "Agreement" means the SEI proposal, these terms and conditions, Purchaser's purchase order, as accepted by SEI, (excluding any preprinted terms and conditions on said purchase order and in any attachments to or Purchaser documents referenced in said purchase order) or other document evidencing acceptance of the SEI offer as set forth in the SEI proposal; or an integrated agreement signed by SEI and Purchaser; for the Equipment, and/or Services.
- (c) "Asbestos" shall have the meaning set forth in United States Code of Federal Regulations Chapter 29, Sections 1926.1101 et seq.
- (d) "Delivery" means delivery in accordance with the applicable delivery term stated in Article 5(a) below or, unless otherwise provided in the proposal.
- (e) "Equipment" means equipment, components, parts, materials and

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	Software provided by SEI pursuant to the Agreement.
(f)	“Field Installation Services” means the installation by SEI of Purchaser’s Material at the Site.
(g)	“Field Repair and Modernization Services” means the repair, modification or modernization work, or some or all of them, performed by SEI on Purchaser’s Material at the Site and for certain activities at a repair facility selected by SEI.
(h)	“Hazardous Material” means any material listed in the “Hazardous Material Table” set forth in 49 CFR 172.101 as amended.
(i)	“Maintenance Services” means the disassembly, inspection and reassembly of Purchaser’s Material at the Site.
(j)	“Nuclear Incident” shall have the meaning set forth in the Atomic Energy Act of 1954, 42 U.S.C. 2011, et seq., as amended.
(k)	“Party” means individually either SEI or Purchaser.
(l)	“Parties” means collectively both SEI and Purchaser.
(m)	“Presumed Asbestos Containing Material” shall have the meaning set forth in United States Code of Federal Regulations Chapter 29, Sections 1926.1101 et seq.
(n)	“Purchaser” means the entity purchasing Equipment and/or Services, as well as any other owners of the facility where the Equipment or Purchaser’s Material is or will be situated.
(o)	“Purchaser’s Material” means the equipment, materials, components and items of any kind owned by Purchaser or any other owner of the Site for which Services are to be provided or are provided under the Agreement.

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- (p) “Resultant Data” means data or information that is generated or derived from or a result of any modification, adaption, revision, translation, abridgement, condensation, compilation, evaluation, expansion or other recasting or processing of the Purchaser’s data.
- (q) “Services” means Shop Repair and Modernization Services, Field Installation Services, Field Repair and Modernization Services, Maintenance Services, Training Services and Technical Services; or some or all of them provided by SEI pursuant to the Agreement.
- (r) “Services on Third Party Parts” means Services in connection with Third Party Parts.
- (s) “Shop Repair and Modernization Services” means work performed by SEI on Purchaser’s Material at a SEI manufacturing plant, a SEI repair facility or another suitable facility selected by SEI.
- (t) “SEI” means Siemens Energy, Inc. or its affiliated companies and subsidiaries (including but not limited to Siemens Energy Demag Delaval Turbomachinery, Inc.) as set forth in the Agreement, and their respective successors and assigns, and each of their partners, principals, shareholders, directors, officers, employees, and agents.
- (u) “Site” means the Purchaser’s facility where the Equipment or Purchaser’s Material is or will be situated. (v) “Special Services” means the performance by a SEI field service representative of diagnostic and operational troubleshooting on Purchaser’s Material, both online and offline. This work may be conducted on Site or by telecommunication.
- (w) “Software” means instructions in machine readable form, other than source code, and associated documentation delivered by SEI to Purchaser in chip, disk and/or tape format.

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- (x) "Subsupplier" means any subcontractor or supplier of any tier who supplies goods and services to SEI in connection with the obligations of SEI under the Agreement.
- (y) "Technical Field Advice" (sometimes referred to as Technical Field Assistance) means the advice and consultation given to Purchaser's personnel by a field service representative of SEI with respect to:
 - a. installation, inspection, repair and/or maintenance activities performed by others at the Site, and
 - b. any SEI recommended quality assurance procedures for activities performed at the Site.

Technical Field Advice does not include management, supervision or regulation of Purchaser's personnel, agents or contractors.

- (z) "Technical Services" means (i) Technical Field Advice; (ii) Special Services; (iii) inspection of equipment which has been disassembled by Purchaser or others; (iv) technical evaluation of inspections performed by SEI, Purchaser or others; (v) technical information provided by SEI, including data interpretation and reports; (vi) inspections, technical evaluation of inspections, technical analysis of materials and technical recommendations related to Shop Repair and Modernization Services; (vii) advice and consultation given to Purchaser's personnel at the Site or at a SEI facility by a SEI engineer or technician; and/or (viii) advice and guidance given to Purchaser by SEI field engineer(s) regarding methods and procedures for installation, maintenance and/or calibration of the Equipment or Purchaser's Material.
- (aa) "Third Party Parts" means parts, components, equipment or materials provided by Purchaser under the Agreement or that exist in the Purchaser's Material which were not manufactured or supplied by SEI or the predecessors of SEI or which were originally supplied by SEI or the predecessors of SEI and subsequently repaired, serviced or otherwise modified or altered by any party not affiliated with SEI or with a predecessor of SEI.
- (bb) "Training Services" means training and consultation services given to Purchaser's personnel or Purchaser subcontractor at the Site or at a SEI facility by a SEI trainer or technical advisor.

2. Scope

SEI will furnish to Purchaser Equipment, and/or Services as specified in and pursuant to the Agreement.

3. Price Policy

Unless otherwise stated in the SEI proposal, the price does not include unloading, disassembly and reassembly of Purchaser equipment or Equipment and/or installation of Software at the Site. The price for the Equipment and/or Services is set forth in the proposal, which amount shall be adjusted as expressly provided in the Agreement.

4. Terms of Payment

A. Unless otherwise specified, SEI shall issue invoices in accordance with the schedule set forth in the SEI proposal. If an invoice schedule is not set forth in the SEI proposal, SEI shall issue invoices as the work is completed. In any event, all invoices shall be paid by Purchaser within thirty (30) days after the date of the invoice.

B. In any instance where Purchaser is unable to return Equipment or components to SEI for fitting or for coordination with other assemblies by the specific date agreed to in the Agreement or where a portion of the work is to be performed by SEI at a later date, SEI reserves the right to invoice Purchaser for work performed to date and either ship the components to Purchaser in their existing state or hold the components in storage at Purchaser's risk and expense. That portion of the work which is to be performed by SEI at a later date will be performed as a Purchaser requested change under Article 18, Changes.

C. If shipments are delayed by Purchaser, affected payments shall become due based on the date SEI is prepared to make shipment.

D. Any past due amounts shall, without prejudice to the right of SEI to payment when due, bear interest at a floating rate equivalent to one-twelfth (1/12) of the per annum prime rate charged by JPMorgan Chase Bank, New York, New York, U.S.A., as such prime rate is published on the first banking day following the date payment is due, plus an additional one-half of one percent (0.5%), payable each month or portion thereof that payment is delayed. If payments are not made when due SEI may, upon fifteen (15) days written notice and at its option, (i) terminate this Agreement (which termination shall be treated as a termination pursuant to Article 11(C), Termination) or (ii) suspend all further work hereunder. Resumption of work thereafter is contingent upon correction of the payment deficiency by Purchaser. The schedule for the resumed work will be established by SEI based on

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its then current workload and the availability of other resources. All SEI expenses associated with any such suspension shall be for the account of Purchaser.

E. If a good faith dispute exists over the amounts to be paid, Purchaser shall notify SEI in writing of such dispute and Purchaser shall pay the undisputed amount. The disputed portion may be held in abeyance until resolution of the dispute with the disputed portion, together with interest as specified in subsection D above, due thirty (30) days after said resolution.

F. Unless otherwise set forth in the SEI proposal, if shipment (from the manufacturing plant or repair facility where the work is performed) and/or Delivery of an item of the Equipment or completion of a portion of the Services is delayed for causes which are within the reasonable control of SEI, issuance of the invoice covering the final five percent (5%) payment for the delayed work will be deferred for twice the number of months by which shipment/Delivery of such item of the Equipment or completion of such portion such Services is delayed; provided, however, that such deferral of the final invoice shall only be applicable if the delay in shipment and/or Delivery of the Equipment or the delay in completion of the Services has actually delayed the Purchaser's project for which the Equipment and/or Services were purchased.

G. UNLESS OTHERWISE AGREED BY THE PARTIES EXPRESSLY IN THE AGREEMENT, THE REMEDIES OF PURCHASER SET FORTH ABOVE AND/OR IN THE SEI PROPOSAL FOR DELAY IN SHIPMENT/DELIVERY OR COMPLETION OF SERVICES CAUSED BY SEI ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES AND NO OTHER REMEDIES OF ANY KIND WHATSOEVER SHALL APPLY. Deferral of the issuance of the final five percent (5%) invoice as set forth above or provision of the remedy set forth in the SEI proposal shall constitute complete fulfillment of all liabilities of SEI to Purchaser for delay in shipment/Delivery of Equipment or completion of Services whether based in contract, in tort (including negligence and strict liability), or any other theory of recovery. Further, the Parties agree that such deferral or any other option noted in SEI's proposal are a reasonable determination of the damages that Purchaser would incur as a result of the delay in Delivery of the Equipment or in completion of the Services and do not constitute a penalty.

5. Delivery, Title and Risk of Loss or Damage

A. Unless otherwise stated in the SEI proposal, delivery of each component of Equipment shall be made FCA (Incoterms 2020) at the manufacturing plant. Subject to the provisions of subsection B below, legal and equitable title and risk of loss or damage to each such component of the Equipment shall pass from SEI to Purchaser upon Delivery. Upon Delivery, the Equipment shall be deemed accepted if Purchaser does not, in writing, reject such Delivery within forty-eight (48) hours.

B. Title to and right of possession of any Software licensed hereunder, without legal process, shall remain with SEI or its licensor, except that Purchaser shall have the right of possession and use of the Software provided hereunder for the terms of the corresponding license provided herein, so long as no breach of this Agreement has been made by Purchaser and all payments due SEI have been paid. Nothing in this Agreement shall be construed as giving Purchaser any right to sell, assign, lease or in any other manner transfer or encumber SEI's or its licensor's ownership of the Software, or as limiting SEI or its licensor from using and licensing the Software to any third party. C. Purchaser's Material sent to SEI for Shop Repair and Modernization Services or Purchaser's Material or Equipment being returned pursuant to the provisions of the Warranty or Patents Articles of the Agreement will be delivered by Purchaser at its expense to the repair or manufacturing plant designated by SEI where the work is to be performed. Title to such Equipment or

Purchaser's Material will remain at all times with Purchaser. Risk of loss or damage to such Equipment or Purchaser's Material will transfer to SEI upon its arrival on board the carrier at the repair or manufacturing plant and will transfer back to Purchaser upon its delivery to the carrier at the repair or manufacturing plant for return to Purchaser. Delivery of Purchaser's Material shall be made when the item is placed on board carrier at the repair or manufacturing plant. When repair work is performed by SEI at the Site, title and risk of loss or damage to the Equipment, to Purchaser's Material and to other property shall remain at all times with Purchaser. Title to any defective or nonconforming components of the Equipment that are replaced by SEI, as part of its warranty obligations or as part of the Shop Repair and Modernization Services shall, at SEI's option, revert back to SEI upon completion of the replacement, with a deemed value of zero.

D. Risk of loss of or damage to Purchaser's Material or other property located at the Site shall remain with Purchaser at all times during the performance of work hereunder. If Purchaser procures or has procured property damage insurance applicable to occurrences at the Site, Purchaser shall obtain a waiver by the insurers of all subrogation rights against SEI and its Subsuppliers.

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6. Transportation

A. Transportation and Storage: Unless otherwise stated in the SEI proposal, when items of Equipment are ready for shipment or Shop Repair and Modernization Services are completed on Purchaser's Material, SEI will notify Purchaser that the Equipment or Purchaser's Material is available for carrier pick-up at the location designated by SEI, and Purchaser shall transport such items from the location designated by SEI at Purchaser's expense. If SEI has agreed in the SEI proposal to transport Equipment or Purchaser's Material, when items of Equipment are ready for shipment or Shop Repair and Modernization Services are completed on Purchaser's Material, SEI will (i) in the absence of shipping instructions, inform Purchaser of pending shipment and Purchaser will thereafter promptly give shipping instructions to SEI; (ii) determine the method of transportation and the routing of the shipment and (iii) ship the Equipment or Purchaser's Material by Normal Carriage with all transportation expenses thereby incurred by SEI, including but not limited to, handling, transportation, taxes, and insurance, payable by Purchaser on a cost-plus fee basis:

- (1) to Purchaser's designated destination when shipped by highway transport; or
- (2) to the nearest suitable rail siding to Purchaser's designated destination when shipped by rail transport.

In the event that Purchaser fails to provide SEI with timely shipping instructions, SEI will ship the Equipment or Purchaser's Material by Normal Carriage to Purchaser or to a suitable storage location selected by SEI.

If the Equipment and/or Purchaser's Material is to be placed into storage in accordance with the above, Delivery of the Equipment or Purchaser's Material shall be deemed to have occurred for all purposes under the Agreement, including any payment due upon Delivery, at the time the Equipment or Purchaser's Material is placed on board the carrier for shipment to the storage location. If the Equipment and/or Purchaser's Material is to be stored in the facility where manufactured, or where Shop Repair and Modernization Services are performed, Delivery shall be deemed to have occurred when the Equipment and/or Purchaser's Material is placed into the storage location at such facility.

In the event of storage pursuant to the preceding paragraph, all expenses thereby incurred by SEI, such as preparation for and placement into storage, handling, freight, storage, inspection, preservation, and taxes, shall be payable by Purchaser upon receipt of an invoice(s) from SEI. When conditions permit and upon payment to SEI of any additional amounts due hereunder, Purchaser shall arrange, at its expense, for removing the Equipment and/or Purchaser's Material from storage. Purchaser shall be responsible for insuring the Equipment and Purchaser's Material while in storage.

B. Normal Carriage: When SEI is providing the transportation of the Equipment and/or Purchaser's Material, SEI shall make every reasonable effort to ship by highway transport unless rail transport is required. Normal Carriage means carriage either by highway transport (provided this does not necessitate use of specialized riggers trailers) or by rail transport, on normal routing from the repair facility or manufacturing plant to (i) Purchaser's designated destination when shipped by highway transport or (ii) the nearest accessible suitable rail siding to Purchaser's designated destination when shipped by rail transport or (iii) the port of export selected by SEI in the forty-eight (48) continental United States if Purchaser's designated destination is outside the United States or is in Alaska or Hawaii.

C. Special Transportation and Services: Purchaser agrees to pay or to reimburse SEI for any transportation charges in excess of regular charges for Normal Carriage, including, but not limited to, excess charges for special routing, special trains, specialized riggers trailers, lighterage, barging and air transport.

Purchaser also agrees to pay or to reimburse SEI for any cost incurred or charge resulting from special services performed in connection with the transportation of the Equipment or Purchaser's Material, including, but not limited to, the construction and repair of transportation and handling facilities, bridges and roadways, of whatever kind and wherever located.

7. Warranty

A. Equipment Warranty and Exclusive Remedy (excluding Software): SEI warrants that each component of the Equipment (excluding Software and consumables) furnished to Purchaser will be free of defects in workmanship and materials until the earlier of eighteen (18) months after the Delivery of such component of the Equipment or one (1) year from the date of first use of such component of the Equipment (the "Equipment Warranty Period").

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If during the Equipment Warranty Period (or the Warranty Repair Warranty Period per Article 7(H), if applicable), SEI is promptly notified in writing that the Equipment or any component thereof fails to conform to the Equipment Warranty, SEI will at its option and expense correct such nonconformity by repair or replacement.

B. Software Warranty and Exclusive Remedy: SEI also warrants that the Software will comply with the functional specifications as set for in this Agreement until the earlier of eighteen (18) months after the Delivery of such Software or one (1) year from the date of first use of the Software (the "Software Warranty Period"). SEI does not warrant that the Software will be error free or that Purchaser will experience uninterrupted performance.

If during the Software Warranty Period (or the Warranty Repair Warranty Period per Article 7(H), if applicable), SEI is promptly notified in writing that the Software fails to conform to its warranty, and such failure is reproducible SEI will at its option and expense correct the nonconformity by correction or deployment of an updated version, or patch in the medium originally supplied, or by providing a procedure to Purchaser for correction of the nonconformity. The obligations to provide software updates hereunder shall not include any obligation on Contractor to provide software upgrades without entitlement to a Change Order. Third party Software shall be warranted on a pass-through basis in the same manner and for the same period and extent provided to SEI by the entity which supplied said third party software.

C. Field Installation Services, Field Repair and Modernization Services, Maintenance Services, and/or Shop Repair and Modernization Services Warranty and Exclusive Remedy: SEI warrants that the work performed by SEI on Purchaser's Material, including any materials (excluding consumables) supplied by SEI in connection therewith (hereinafter in this subsection C referred to as the "Work"), will be free of defects in, workmanship and materials until one (1) year after the completion of such Work (the "Field and Shop Repair and Modernization Services Warranty Period").

If during the Field and Shop Repair and Modernization Services Warranty Period (or the Warranty Repair Warranty Period per Article 7(H), if applicable), SEI is promptly notified in writing that the Work or any part thereof fails to conform to the Field Installation Services, Field Repair and Modernization Services, Maintenance Services, and/or Shop Repair and Modernization Services Warranty, SEI will at its option and expense correct such nonconformity by repair, replacement or reperformance of the defective portion of the Work. If repair, replacement or reperformance is impracticable, SEI will refund the amount of the compensation paid to SEI by Purchaser for such nonconforming portion of the Work.

D. Technical Services and Training Services Warranties and Exclusive Remedy: SEI warrants for each item of Technical Services that (i) the advice, recommendations and performance of its personnel will reflect competent professional knowledge and judgment and (ii) the technical information, reports and analyses transmitted by SEI in connection therewith will reflect competent professional knowledge and judgment, beginning with the start of the item of Technical Services and ending one (1) year after completion of said item of Technical Services by SEI (the "Technical Services Warranty Period"). SEI warrants that for each item of Training Services that such shall be performed in a professional and workmanlike manner beginning with the start of the item of Training Services and ending ninety (90) days after completion of said item of Training Services by SEI (the "Training Services Warranty Period").

If during the Technical Services Warranty Period or Training Services Warranty Period (or the Warranty Repair Warranty Period per Article 7(H), if applicable), SEI is promptly notified in writing that any portion of the Technical Services or Training Services fails to conform to the Technical Services Warranty or Training Services Warranty, SEI will promptly reperform such nonconforming portion of the Technical Services or Training Services. If reperformance is impracticable SEI will refund the amount of the compensation paid to SEI for such nonconforming portion of the Technical Services or Training Services.

E. Title: SEI warrants that the Equipment, upon Delivery, shall not be subject to any encumbrances, liens, security interests, or other defects in title. In the event of any failure to conform to this warranty, SEI, upon prompt written notice of such failure, shall defend the title to the Equipment.

F. Warranty Conditions: The warranties and remedies set forth in this Article are conditioned upon:

- (1) Purchaser's receipt, handling, storage, installation, testing, operation and maintenance, including tasks incident thereto, of the Equipment, Purchaser's Material or Purchaser's equipment, in accordance with the recommendations of SEI to the extent applicable or, in the absence of such recommendations or to the extent not applicable, in accordance with the

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generally accepted practices of the industry. In addition, such Equipment, Purchaser's Material or Purchaser's equipment shall not have been operated in excess of limitations specified in writing by SEI and not have been subjected to accident, alteration, abuse or misuse;

(2) For all warranty work, Purchaser shall provide access to any operating and maintenance data as requested by SEI, which may include broadband connection;

(3) For all warranty work where disassembly, removal, replacement and reinstallation of Equipment, materials, structures or Purchaser's Material was not part of the SEI scope of work under the Agreement, Purchaser providing, without cost to SEI, access to the nonconformity by disassembling, removing, replacing and reinstalling any Equipment, materials, structures or Purchaser's Material to the extent necessary to permit SEI to perform its warranty obligations;

(4) All warranty work being performed on a single-shift straight-time basis, Monday through Friday. In the event Purchaser requests correction of warranty items on an overtime or multiple shift schedule, the premium portion of such overtime or multiple shift shall be to Purchaser's account;

(5) Purchaser, without cost to SEI, making its Site facilities and personnel (to the extent consistent with personnel job classifications) available to assist SEI in the performance of its warranty obligations;

(6) Purchaser, with respect to subsection 5 above, reimbursing SEI for all costs incurred in the transportation of personnel and defective, repaired or replacement parts to and from the Site;

(7) Prior to the return of any Equipment or Purchaser's Material to SEI, the Purchaser must obtain authorization and shipping instructions from SEI. The Equipment or Purchaser's Material must be returned with complete identification in accordance with instructions furnished by SEI. In no event will SEI be responsible for Equipment or Purchaser's Material returned without proper authorization and identification. SEI reserves the right to reject any unauthorized returns and/or Hazardous Material;

(8) SEI will have no warranty responsibility for any Software, or portion thereof, which has been modified or merged with another computer program without the prior written consent of SEI to such modification or merger. Further, Purchaser shall indemnify, hold harmless and defend SEI from any claims, demands, suits, liabilities, judgments, losses, damages, costs or expenses (including reasonable legal fees, costs and charges) resulting from any unauthorized Software modifications; and

(9) SEI shall be entitled to issue updates, upgrades and/ or changes to the Software solutions and applications or to provide functionally equivalent replacements during the term of this Agreement.

G. For the avoidance of doubt, in the event that physical loss or damage to the Purchaser's property results from the failure of a warranted defective portion of the Equipment or Services to conform to its respective warranty during the applicable warranty period, should SEI have any liability at all, SEI's liability shall in no case exceed SEI's obligation to perform the warranty remedies specified in Article 7 subsections A, B, C, or D, as applicable, which SEI would have had to perform if such warranty remedy had been carried out immediately prior to the occurrence of the physical loss or damage.

H. The warranty period for any Services or Equipment (except Software) repaired or replaced by SEI pursuant to this Article 7 shall not exceed the earlier of (i) twelve (12) months after the date of completion of the item of repaired, replaced or reperfomed Equipment or Services or (ii) six (6) months after the expiration of the original warranty period (the "Warranty Repair Warranty Period").

I. Additional Conditions Applicable to the Sale of Monitoring Devices: Monitoring devices supplied by SEI pursuant to the Agreement may enable users to better diagnose and control conditions within the monitored equipment. While such monitors may permit earlier detection of harmful conditions, SEI does not warrant or represent that the use of such monitors will prevent failure or detect all harmful conditions in the monitored equipment and Purchaser acknowledges the same.

J. Additional Conditions Applicable to Diagnostic and Non-Destructive Examination and Testing: Diagnostic and nondestructive examination and testing techniques employed by SEI may not detect all of the defects in Purchaser's Material (including indications of cracking) and such failure shall not constitute a breach by SEI of its warranty obligations. Purchaser acknowledges that SEI will not be responsible for the consequences of undetected defects including undetected cracks.

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K. Additional Conditions Applicable to Technical Field Advice: Where SEI furnishes Technical Field Advice under the Agreement, Purchaser is responsible for (i) the supervision, management, regulation, arbitration and determination of the number of its personnel, agents, or contractors and their work and (ii) the planning, scheduling, management and progress of the work. Unless expressly agreed to in writing by SEI, under no circumstances shall SEI provide or be obligated to provide Technical Field Advice directly or indirectly to any competitor of SEI or their employees, representatives, or consultants.

L. Additional Conditions Applicable to Remote Services: Where SEI furnishes Services remotely under the Agreement, SEI relies upon the proper and correct transmission of information from the Purchaser personnel. Prior to executing any advice given by SEI remotely, the Purchaser personnel shall repeat the advice given. The Purchaser represents and warrants that any user using a SEI application for the Services provided under a Purchaser account or using Purchaser's log-in credentials duly acts on behalf of the Purchaser and accepts the terms of use which will be made accessible to such user, e.g. on the landing page of an application. The terms of use published on any landing page of an application shall apply in their then current version with respect to the use of the application. The Purchaser shall be responsible for the acts and omissions of any such user as if they were the Purchaser's own acts and omissions.

M. SEI does not warrant or guarantee that any Equipment or Software will be secure from or protect against all cyber threats, hacking or similar malicious activity. Equipment or Software that is networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Purchaser and owner/end-user against unauthorized access and for implementing product updates, and using the latest product versions, performing regular vulnerability scanning, implementing and maintaining appropriate password policy and using appropriate network security measures such as firewalls, network client authentication and/or network segmentation.

N. Exclusivity of Warranties and Remedies: THE WARRANTIES PROVIDED BY SEI AS SET FORTH IN THIS ARTICLE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE). Correction of nonconformities in the manner and for the period of time provided above constitute SEI's sole and exclusive liability and Purchaser's sole and exclusive remedy for defective or nonconforming Equipment and/or Services whether claims of the Purchaser are based in contract, in tort (including negligence and strict liability), or any other theory of recovery.

8. Taxes

The price paid or to be paid to SEI under the Agreement does not include any federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts, or similar taxes (other than federal and state income taxes imposed on SEI) now or hereafter applicable to, measured by, or imposed upon or with respect to the transaction, the Equipment and Purchaser's Material, its or their sale, their value or their use, or any Services performed in connection therewith. Purchaser agrees to defend, pay, and reimburse SEI for any such taxes or costs, expenses, claims, liabilities, or losses including without limitation tax liabilities, penalties, and interest as a result of Purchaser's acts or omissions related to such taxes, which SEI or its Subsuppliers are required to pay or are incurred by SEI and its Subsuppliers. Should Purchaser be exempted from any such tax(es) it shall provide SEI certification thereof within the earlier of thirty (30) days after the effective date of the Agreement or the time the exemption is obtained.

9. Additional Conditions Applicable to Nuclear Installations

In the event the Services and/or the Equipment provided under the Agreement are to be performed or utilized at or in any manner in connection with a nuclear installation, the following conditions shall apply:

A. Purchaser Insurance

- (1) If Purchaser procures property damage insurance applicable to occurrences at the Site and third party non-nuclear liability insurance, or either of such types of insurance, such insurance will name SEI and its Subsuppliers as additional insureds.

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(2) Purchaser shall have at its own cost, prior to the arrival of nuclear fuel at the Site, secured and shall thereafter maintain in force protection against liability arising out of or resulting from a Nuclear Incident as required by the Nuclear Regulatory Commission; provided, however, that if the nuclear liability protection system in effect on the date of the Agreement expires or is repealed, changed, or modified, Purchaser will, without cost to SEI, maintain liability protection through government indemnity, limitation of liability, and/or liability insurance which will not result in a material impairment of the protection afforded SEI and its Subsuppliers by such nuclear liability protection system which is in effect as of the date of the Agreement, taking into account the availability of insurance, customary practice in the industry for plants of similar size and character, and other relevant factors in light of then existing conditions. In any event, the protection provided pursuant to this Article shall remain in effect until the decommissioning of the nuclear plant.

- B. **Waivers by Purchaser:** Neither SEI nor its Subsuppliers shall be liable for any loss of, damage to, or loss of use of property or equipment wherever located, arising out of or resulting from a "Nuclear Incident," as defined in the Atomic Energy Act. Purchaser waives and will require its insurers to waive all rights of recovery against SEI and its Subsuppliers on account of any such loss, damage, or loss of use. All such waivers shall be full and unrestricted and in a form acceptable to SEI, and will take precedent over any other clauses in the Agreement.

In the event Purchaser recovers damages from a third party based on losses at the Site resulting from the hazardous properties of source, special nuclear or byproduct material (as defined in the Atomic Energy Act of 1954, as amended), Purchaser shall defend, indemnify and hold SEI and its Subsuppliers harmless against claims by such third party which are based on Purchaser's recovery of such damages. In addition, Purchaser waives and will require its insurers to waive all rights of recovery against SEI and its Subsuppliers, for any and all costs or expenses arising out of or in connection with the investigation and settlement of claims or the defense of suits for damage resulting from the nuclear energy hazard.

- C. **Third Party Property Protection:** Purchaser will indemnify and hold SEI and its Subsuppliers harmless for any liability arising out of loss of or damage to property at the Site which arises out of a Nuclear Incident. In addition, Purchaser shall obtain for the benefit of SEI and its Subsuppliers, protection against liability for, arising out of, or resulting from damage to any property or equipment located at the Site which is used or intended for use by Purchaser in connection with the operation of the nuclear power plant (including but not limited to fuel) and which is owned by parties other than Purchaser.

- D. **Decontamination:** Purchaser shall, without cost to SEI, perform any required decontamination and health physics necessary for, related to or resulting from SEI performance of its contractual obligations. This includes but is not limited to decontamination of any SEI equipment or tools used in the performance thereof. Purchaser shall provide documentation demonstrating that components or parts being returned to SEI after such decontamination meet the requirements designated for unrestricted release as set forth in the United States Code of Federal Regulations, Title 10 Part 20.

10. Force Majeure and Delays

A. SEI will not be liable for failure to perform or delay in performance of any obligation resulting from or contributed to by any cause, whether known or unknown, which is beyond the reasonable control of SEI or its Subsuppliers or from any act of God; act of civil or military authority; act of war or military conflict whether declared or undeclared; act (including but not limited to delay, failure to act or priority, governmental allocations or restrictions upon the use of transportation, materials or labor, public curfews, shelters in place, shut-ins, or lock-downs) of any governmental authority; act of terrorism or threat thereof; civil disturbance, rebellion, insurrection, riot or sabotage; cyber threats, hacking or similar malicious activity; fire, inclement weather conditions, earthquake, flood or natural disaster; strike, work stoppage or other labor difficulty; sanctions, embargo, public health event, contagion, epidemic, endemic, pandemic, or outbreak; quarantine; breakdown or unavailability of telecommunication networks; attacks on SEI's or a Subsuppliers' digital infrastructure (such as malware, virus attacks, hacker attacks, or exploitation of vulnerabilities); railroad car, fuel or energy shortage; price fluctuation with respect to equipment, materials, commodities, and metals; major equipment breakdown; delay or accident in shipping or transportation; or failure or delay beyond its reasonable control in obtaining necessary manufacturing facilities, labor, work permits or working visas for SEI's personnel or its Subsuppliers' personnel, necessary import or export licenses, or materials, equipment, commodities, and metals as well as transportation means and services from usual sources.

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B. Additionally, SEI will not be liable for failure to perform or delay in performance of any obligation resulting from or contributed to by the acts, omissions, neglect, delay or fault of parties outside of SEI's control including, but not limited to, Purchaser and Purchaser's contractors, subcontractors, representatives or agents.

C. In the event of a delay in performance excusable under this Article, the date of Delivery or time for performance of the work will be extended by a period of time reasonably necessary to overcome the effect of such delay, and Purchaser will reimburse SEI for its additional costs and expenses resulting from the delay.

D. If economic conditions or geopolitical developments outside of SEI's control occur subsequent to the effective date of the Agreement that materially alter SEI's cost or time to perform its obligations under the Agreement, then SEI shall be entitled to equitable adjustments to the Agreement price and schedule. This entitlement shall be in addition to any right to claim cost or schedule relief under the Agreement force majeure provisions. In such instances, SEI shall notify the Purchaser in writing of: (1) the nature of the economic condition or geopolitical development giving rise to the claim; (2) the impact or anticipated impact such condition or development will have on SEI's cost or time to perform; and (3) SEI's intention to negotiate an equitable adjustment. The Parties shall then attempt in good faith to negotiate an equitable adjustment within the thirty (30) days following SEI's written notice, or such other time period as may be mutually agreed upon by the Parties. If the Parties fail to agree on such adjustment within this time period, SEI shall be entitled to terminate the Agreement for convenience with immediate effect. In the event SEI elects to terminate for convenience, SEI will pay Purchaser a termination fee of One Thousand U.S. Dollars (\$1,000) as full consideration and compensation for such termination.

11. Termination

A. Purchaser may terminate the Agreement for convenience upon thirty (30) days prior written notice to SEI, subject to Purchaser's payment of Termination Charges. For purposes hereof, "Termination Charges" means either: (a) the applicable termination fee from the termination fee schedule set forth in the SEI proposal; or (b) in the absence of a termination fee schedule, the portion of the purchase price for the work performed, man hours expended and materials acquired as of the date of termination plus the expenses associated with the termination, including, but not limited to, any additional expense incurred by reason of termination or cancellation of agreements between SEI and its Subsuppliers, and any applicable cost allocated in contemplation of performance. The Parties agree that such Termination Charges, including termination fees set forth in the termination fee schedule, are a reasonable determination of the damages that SEI would incur as a result of such termination and do not constitute a penalty. All Termination Charges shall be due and payable thirty (30) days from the date of the SEI invoice.

B. Purchaser may terminate the Agreement for cause in the event of (i) an act of insolvency or bankruptcy by SEI; or (ii) a material breach of the Agreement by SEI, which SEI fails to commence to cure within thirty (30) days after notice thereof from Purchaser and fails to diligently pursue thereafter. In such event, as Purchaser's sole remedy for such default, SEI will reimburse Purchaser for its reasonable and verifiable costs to complete the Services or obtain replacement Equipment up to the price for such item of Equipment or Services under the Agreement.

C. In the event of any breach of the Agreement by Purchaser, SEI shall be entitled to an extension of time to the extent necessitated by the breach and to reimbursement for all costs and expenses ("Breach Costs") incurred by SEI as a result of such breach. SEI may terminate the Agreement if (i) the work is delayed for a period in excess of three (3) months for any reason attributable to Purchaser and/or force majeure, (ii) any payment from Purchaser is thirty (30) days or more past due, or (iii) Purchaser materially breaches this Agreement. If SEI terminates the Agreement pursuant to this Article 11.C, Purchaser shall pay SEI the Termination Charges (as defined in Article 11.A) plus any Breach Costs within thirty (30) days from the date of the SEI invoice.

D. In addition, if at any time during the performance of its work under the Agreement SEI reasonably determines that the Purchaser's financial condition may render it insolvent or unable to make future payments under the Agreement, then SEI shall be entitled to one or more of the following at SEI's option: (i) adequate written assurances, supported by documentation, of Purchaser's ability to pay; (ii) payment in advance for any further work; (iii) future payments against an irrevocable Letter of Credit on terms, and from an issuing bank, acceptable to SEI; (iv) other payment security or credit support mutually agreed by Purchaser and SEI.

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12. Intellectual Property Infringement

A. SEI will, at its own expense, defend or at its option settle any suit or proceeding brought against Purchaser so far as based on an allegation that any Services on Purchaser's Material or the Equipment (including parts thereof), or use thereof for its intended purpose, constitutes an infringement of any United States patent, copyright or misappropriation of a third party's trade secret, so long as SEI is notified promptly in writing and given authority, information, and assistance in a timely manner for the defense of said suit or proceeding. SEI will pay the damages and costs awarded in any suit or proceeding so defended. SEI will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Services on Purchaser's Material or the Equipment, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement of any such United States patent, copyright or misappropriation of a third party's trade secret, or its use by Purchaser is enjoined, SEI will, at its option and its own expense, either: (a) procure for Purchaser the right to continue using said Equipment or Purchaser's Material; (b) replace it with substantially equivalent non-infringing equipment; or (c) modify it so it becomes non-infringing.

B. SEI will have no duty or obligation to Purchaser under this Article to the extent that the Services on Purchaser's Material or Equipment is (a) supplied according to Purchaser's design or instructions wherein compliance therewith has caused SEI to deviate from its normal course of performance, (b) modified by Purchaser or its contractors after Delivery by SEI, or (c) combined by Purchaser or its contractors with items not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Purchaser. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against SEI, Purchaser shall protect SEI in the same manner and to the same extent that SEI has agreed to protect Purchaser under the provisions of Article 12.A above.

C. THIS ARTICLE IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF THE PARTIES RELATING TO PATENTS, COPYRIGHTS OR TRADE SECRETS AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF AND OF ALL THE REMEDIES OF PURCHASER RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS, COPYRIGHTS OR TRADE SECRETS. Compliance with this Article as provided herein shall constitute fulfillment of all liabilities of the parties under the Agreement with respect to patents, copyrights or trade secrets.

13. Confidential Information

A. SEI may have a proprietary interest in information that is furnished pursuant to or in connection with the Agreement. Purchaser will keep in confidence and will not disclose any such information, or any of SEI's intellectual property (including, but not limited to, any patents, copyrights or trade secrets), which is specifically designated as being confidential by SEI or use any such information for other than the purpose for which it is supplied without the prior written permission of SEI. The provisions of this paragraph shall not apply to information, notwithstanding any confidential designation thereof, which is known to Purchaser without any restriction as to disclosure or use at the time it is furnished, which is or becomes generally available to the public without breach of any confidentiality obligation of Purchaser, or which is received from a third party, including Purchaser's subsidiaries or affiliates, without limitation or restriction on said third party or Purchaser at the time of disclosure.

B. SEI also has a proprietary interest in (i) its proposal and the Agreement and (ii) the processes and procedures used by its personnel in performance of the Agreement. Accordingly, the quotation, the Agreement and such processes and procedures shall not be disclosed or viewed in whole or in part by third parties without the prior written permission of SEI.

C. SEI also has a proprietary interest in the manner of performance of the work, including but not limited to the know-how, processes, methods and techniques employed by SEI in connection therewith. The observing or recording of the work or any part thereof, whether by photographic, video or audio devices or in any other manner is prohibited. In the event any such prohibited observation or recording occurs, any and all copies of any such recording(s) shall be turned over to SEI for destruction by SEI. SEI may (in addition to any other legal or equitable rights and remedies) stop the work until SEI has satisfied itself that the prohibited conduct has ceased, and in such event (a) the date of delivery or time for performance will be extended by a period of time which SEI determines necessary and (b) Purchaser will reimburse SEI for SEI's and its Subsuppliers' additional costs and expenses resulting from such delay, including but not limited to any for demobilization or remobilization.

D. Without limiting its obligations pursuant to Articles 13.A and 13.B above, Purchaser agrees not to reverse engineer, modify, improve, or make derivative works of SEI's confidential information or intellectual property. Purchaser further agrees not to seek any intellectual property rights directly or indirectly based in whole or in part on SEI's confidential information or intellectual property without SEI's prior written consent. Purchaser further agrees that if it obtains any such intellectual property

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rights, it has acted or will act as an agent for the benefit of SEI for the limited purpose of obtaining and securing such intellectual property rights and will upon written direction from SEI assign the same to SEI.

E. Purchaser shall indemnify and hold SEI harmless from and against any loss, damage or liability arising or resulting from non-compliance with the provisions of this Article 13.

F. When required by appropriate governmental authority, including governmental regulations, applicable law or regulation, by order of a court of competent jurisdiction or lawful subpoena (hereinafter collectively referred to as "Governmental Authority"), Purchaser may disclose such confidential information to such Governmental Authority; provided, however, that prior to making any such disclosure, Purchaser will: (a) provide SEI with timely advance written notice of the proprietary information requested by such Governmental Authority and Purchaser's intent to so disclose; (b) minimize the amount of proprietary information to be provided consonant with the interests of SEI and its Subsuppliers and the requirements of the Governmental Authority involved; and (c) make every reasonable effort (which shall include participation by SEI in discussions with the Governmental Authority involved) to secure confidential treatment and minimization of the proprietary information to be provided. In the event that efforts to secure confidential treatment are unsuccessful, SEI shall have the prior right to revise such information to minimize the disclosure of such information in a manner consonant with its interests and the requirements of the Governmental Authority involved.

14. Limitation of Liability

A. PURCHASER EXPRESSLY AGREES THAT NEITHER SEI NOR ITS SUBSUPPLIERS WILL UNDER ANY CIRCUMSTANCES BE LIABLE UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, FOR: ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OR PUNITIVE DAMAGES WHATSOEVER; DAMAGE TO OR LOSS OF ANY PROPERTY OR EQUIPMENT (EXCEPT AS OTHERWISE SET FORTH IN ARTICLE 14(C) BELOW); LOSS OF INTEREST OR PROFITS OR REVENUE OR LOSS OF USE THEREOF; LOSS OF USE OF PURCHASER'S MATERIAL, EQUIPMENT OR POWER SYSTEM; LOSS OF, ALTERATION OR INABILITY TO ACCESS OR USE INFORMATION OR DATA; LOSS OF PRODUCTION (INCLUDING LOSS OF HYDROCARBONS); LOSS OF POWER; INCREASED COSTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO CAPITAL COST, FUEL COST AND COST OF PURCHASED OR REPLACEMENT POWER; OR ANY CLAIMS OR DAMAGES OF CUSTOMERS OF PURCHASER.

B. PURCHASER EXPRESSLY AGREES THAT THE REMEDIES PROVIDED IT IN THE AGREEMENT ARE EXCLUSIVE, AND THAT UNDER NO CIRCUMSTANCES SHALL THE TOTAL AGGREGATE LIABILITY OF SEI OR ITS SUBSUPPLIERS UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, EXCEED THE TOTAL PRICE PAID TO SEI UNDER THE APPLICABLE PURCHASE ORDER.

C. SEI'S LIABILITY FOR DAMAGE TO PURCHASER'S PROPERTY TO THE EXTENT DIRECTLY RESULTING FROM SEI, ITS AFFILIATES AND ITS SUBSUPPLIERS NEGLIGENT ACTS OR OMISSIONS AT THE SITE OR WARRANTED DEFECT SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF (i) THE PURCHASER'S INSURANCE DEDUCTIBLE, (ii) THE DIRECT COST OF REPAIRING OR REPLACING SAID PROPERTY, (iii) THE LIMITATIONS IDENTIFIED IN ARTICLES 14 (A)&(B), OR (iv) FIVE HUNDRED THOUSAND DOLLARS (\$500,000). PURCHASER WILL WAIVE AND REQUIRE ITS PROPERTY INSURER TO WAIVE ALL RIGHTS OF RECOVERY AGAINST SEI AND ITS SUBSUPPLIERS OF ANY TIER FOR LOSS OF OR DAMAGE TO PROPERTY AND EQUIPMENT OF PURCHASER IN EXCESS OF THE FINANCIAL OBLIGATION ASSUMED BY SEI HEREUNDER. IN ADDITION, SEI SHALL HAVE NO LIABILITY FOR DAMAGE TO PURCHASER'S PROPERTY AS THE RESULT OF ANY TECHNICAL FIELD ADVICE OR TRAINING SERVICES.

D. ALL LIABILITY OF SEI AND ITS SUBSUPPLIERS UNDER THIS AGREEMENT SHALL TERMINATE NO LATER THAN THE EXPIRATION OF THE WARRANTY PERIOD.

E. THE PROVISIONS OF THIS ARTICLE SHALL PREVAIL OVER ANY CONFLICTING OR INCONSISTENT PROVISIONS SET FORTH ELSEWHERE IN THIS AGREEMENT.

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15. Transfer; Ownership and Export Compliance

A. Prior to the transfer to another party of any Equipment, Purchaser's Material, work product furnished hereunder by SEI or its Subsuppliers, or the transfer of any interest in said Equipment, Purchaser's Material or work product, or the facility in which or the site on which said Equipment, Purchaser's Material or work product is or will be installed or furnished, Purchaser shall obtain for SEI written assurances from the transferee of limitation of and protection against liability following the proposed transfer at least equivalent to that afforded SEI and its Subsuppliers under the Agreement.

B. If Purchaser is not the sole owner of the Equipment, Purchaser's Material, work product furnished hereunder by SEI or its Subsuppliers, or the facility in which or the site on which the Equipment, Purchaser's Material or work product is or will be installed or furnished, Purchaser represents and warrants that it has (and will maintain) written assurances from each and every other owner of limitation of and protection against liability of SEI and its Subsuppliers with respect to each and every such other owner at least equivalent to that afforded SEI and its Subsuppliers under the Agreement.

C. If Purchaser transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by SEI or works and services (including all kinds of technical support) performed by SEI to a third party worldwide, Purchaser shall comply with all applicable national and international (re-) export control regulations. In any event Purchaser shall comply with the (re-) export control regulations of the Federal Republic of Germany, of the European Union and of the United States of America.

D. If required to conduct export control or sanctions checks, Purchaser, upon request by SEI, shall promptly provide SEI with all information pertaining to particular end customer, destination and intended use of goods, works and services provided by SEI, as well as any export control restrictions existing.

E. PURCHASER SHALL INDEMNIFY AND HOLD HARMLESS SEI FROM AND AGAINST ANY CLAIM, PROCEEDING, ACTION, FINE, LOSS, COST AND DAMAGES ARISING OUT OF OR RELATING TO ANY NONCOMPLIANCE WITH EXPORT CONTROL REGULATIONS BY PURCHASER, AND PURCHASER SHALL COMPENSATE SEI FOR ALL LOSSES AND EXPENSES RESULTING THEREOF, UNLESS SUCH NONCOMPLIANCE WAS NOT CAUSED BY FAULT OF THE PURCHASER. THIS PROVISION DOES NOT IMPLY A CHANGE IN BURDEN OF PROOF.

F. SEI shall not be obligated to fulfill this agreement if such fulfillment is prevented by what it determines to be any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

G. Purchaser shall be liable for, and shall indemnify and hold harmless SEI and its Subsuppliers from and against, any damages, losses, or liabilities resulting from a transfer contrary to the provisions of Article 15 or in breach thereof to the extent such damages, losses, or liabilities are in excess of those that would have been incurred had no such transfer or breach, as the case may be, taken place.

16. Software License

To the extent set forth in the Agreement, SEI grants to Purchaser a nonexclusive, nontransferable license to utilize the SEI Software furnished hereunder solely for Purchaser's internal use in connection with the SEI equipment for which it is supplied or in which such Software is incorporated. All title and ownership of the SEI Software, including, without limitation, the copyright to such Software and any improvement or development thereof, shall remain exclusively with SEI. Purchaser may make one backup copy of the Software for the sole purpose of replacement of a worn, impaired, damaged, or destroyed original copy. Purchaser shall not itself, or with the assistance of others, reverse compile, reverse engineer, or in any other manner attempt to decipher in whole or in part the logic or coherence, underlying ideas, or algorithms of any Software licensed hereunder. Third party Software provided by SEI may be subject to a separate license agreement and /or registration requirements and limitations on copying and use.

Insofar as the Software contains Open Source Software ("OSS"), SEI will provide the applicable OSS license terms together with the Services. The OSS license terms shall prevail over this Agreement. Details regarding any third-party software and OSS contained in the Services are available in the software documentation (e.g. README_OSS).

The Purchaser shall notify SEI promptly about any possible misuse of its accounts or authentication credentials or any security incident related to the provided Software or associated application.

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17. Compliance with Laws

In the performance of work under the Agreement, SEI and its Subsuppliers shall comply with all applicable provisions of Executive Order 11246 and 13496, as amended, relating to equal opportunity and non-segregated facilities, the Fair Labor Standards Act of 1933 and the Occupational Safety and Health Act of 1970. The price for the work is based on compliance by SEI with applicable laws, regulations and technical codes and standards as they are in effect on the date of the SEI proposal (or the effective date of the Agreement if no proposal was provided).

Purchaser shall be responsible for identifying to SEI all applicable laws, regulations, codes and standards of state, provincial or local authorities, or any subdivision thereof, and shall bear the expense if Equipment modifications or changes to Services are necessary to comply with such laws, regulations, codes or standards. Any such modifications shall be made under the terms of Article 18, Changes. The work will comply with SEI's standards which meet the intent of the applicable industry codes as of the date of the SEI proposal (or the effective date of the Agreement if no proposal was provided).

Purchaser agrees that it and its employees or representatives will not, directly or indirectly, in the name of, on behalf of, or for the benefit of SEI, offer, pay, promise to pay, or authorize the payment of any money or offer, give, promise to give or authorize the giving of anything of value, to (i) any official, agent or employee or any government or governmental agency, or to any political party or official, employee or agent thereof, or any candidate for political office, for the purpose of influencing any act or decision of such person in their or their official capacity, or for the purpose of inducing such persons to use their official capacity to influence any act or decision of their government or any instrumentality thereof; or (ii) to any private person, in order to obtain or retain business, or provide a business advantage related to this Agreement or in any way violate any provision of the US Foreign Corrupt Practices Act, or any applicable law related to bribery or corruption. If Purchaser fails to honor its obligations in this paragraph, and in addition to Purchaser defending, indemnifying, and holding SEI harmless from and against any fines, penalties and/or damages resulting from the same, SEI may, at its discretion, terminate in accordance with Article 11(c) above.

18. Changes

A. Purchaser may request changes within the scope of the Agreement and, if accepted by SEI, the price, performance, schedule and other pertinent provisions of the Agreement will be adjusted by mutual agreement of the parties prior to implementation of the change.

B. Changes in applicable laws, regulations, executive orders, taxes, tariffs, customs duties, or technical codes and standards or the imposition of new laws, regulations, executive orders, taxes, tariffs, customs duties, or technical codes and standards after the date of the SEI proposal (or the effective date of the Agreement if no proposal was provided) will be treated as changes to the scope of work and Agreement, and SEI will be entitled to an adjustment to the Agreement price and schedule to the extent SEI's cost or time to perform or deliver any Equipment or Services are impacted.

C. SEI may make a change(s) in the Equipment, Services on Purchaser's Material or the other Services without additional compensation from Purchaser if such change(s) does not adversely affect the warranties, the interface with Purchaser's equipment, materials and plant, the technical soundness of the work, the operability of the facility where the Equipment or Purchaser's Material is installed or for which SEI is providing Services under the Agreement, or the schedule.

19. Inspection by Purchaser

Purchaser shall have reasonable access to the areas of the SEI plants where work under the Agreement is being performed to enable Purchaser to observe tests on the work. SEI, if requested, will inform the Purchaser of those tests and procedures which can be witnessed. Should Purchaser elect to witness specific tests, Purchaser must so specify such requirement in ample time to permit SEI to include said witness tests in the schedule. SEI, if requested, will advise Purchaser of the schedule of such tests. However, no rescheduling of tests or delays in manufacturing or shipment will be made to accommodate such inspection. SEI will exercise reasonable efforts to secure similar rights with respect to the inspection of the work at Subsupplier's premises.

20. Purchaser Data Usage

Purchaser acknowledges that in order to perform certain Services, SEI may require access to Purchaser's non-personal data. Purchaser hereby grants SEI a limited worldwide, perpetual, irrevocable, transferable, sub-licensable, royalty-free license to access, collect, store, compile and use the Purchaser's data for the purposes of providing Services to Purchaser and for purposes of generally improving SEI services or products. SEI's use of the Purchaser data to improve SEI's services or products shall be in such manner as to provide anonymity as to the Purchaser.

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SEI shall own all right, title and interest in and to the Resultant Data. In the event that Resultant Data is incorporated in a report or other document generated by and output from software or hardware provided by SEI as a feature of such software or hardware, the Purchaser shall own only personal title to any such report or document upon output thereof and have the right to make copies of, modify and distribute such report or document for the sole purpose for which the report has been created, and shall not share it with any third-parties without SEI's consent.

21. Removal of Hazardous Material

Prior to the shipment of any Equipment or Purchaser's Material to SEI for Services at SEI's or its Subsuppliers' manufacturing plant or repair facility, the Purchaser must remove all Hazardous Material and ACM.

22. Purchaser's Third-Party Parts Warranty

Purchaser warrants that any and all Third Party Parts which may be the subject of any Services shall (a) be fully compatible with the corresponding part, component, equipment or material of the Original Equipment Manufacturer ("OEM") in terms of form, fit, and function; (b) shall be timely provided to SEI hereunder; and (c) shall be capable of installation in the same manner and within the same time as the corresponding OEM part, component, equipment, or material.

Purchaser assumes the entire liability and risk arising out of or resulting from Third Party Parts and Services on Third Party Parts. SEI's warranties set forth in Article 7 do not apply to any Third Party Parts or Services on Third Party Parts, and SEI **DISCLAIMS ANY AND ALL WARRANTIES AND REMEDIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE), OR OTHERWISE, FOR OR WITH RESPECT TO THIRD PARTY PARTS OR SERVICES ON THIRD PARTY PARTS.**

23. Indemnity

Until the expiration of the applicable Warranty Period, SEI shall indemnify, hold harmless and defend Purchaser its officers, directors and employees from and against any claims, demands, suits, liabilities, judgments, losses, damages, costs or expenses (including reasonable legal fees, costs and charges) for bodily injury or death or loss of or damage to third party property (except property of customers of Purchaser or property incorporated in or intended to be incorporated in the project), to the extent caused by or arising out of any negligent act or omission or willful misconduct of SEI, or any of its officers, directors, agents, employees or Subsuppliers in connection with performance of work at Purchaser's Site under the Agreement ("Purchaser Indemnity Claim"). SEI's indemnification obligations under this Article 23 are conditioned upon Purchaser providing SEI with: (i) prompt notice of any Purchaser Indemnity Claim; (ii) the unrestricted right to defend any Purchaser Indemnity Claim; and (iii) full cooperation and support in the investigation, defense and/or settlement of the Purchaser Indemnity Claim. In no event shall this indemnity apply to loss, damage, expense, or liability arising from a Nuclear Incident.

Purchaser shall indemnify, hold harmless and defend SEI its officers, directors and employees from and against any claims, demands, suits, liabilities, judgments, losses, damages, costs or expenses (including reasonable legal fees, costs and charges) for bodily injury or death or loss of or damage to third party property to the extent caused by or arising out of any negligent act or omission or willful misconduct of Purchaser, or any of its officers, directors, agents, employees or subcontractors in connection with performance of work under the Agreement ("SEI Indemnity Claim"). Purchaser's indemnification obligations under this Article 23 are conditioned upon SEI providing Purchaser with: (i) prompt notice of any SEI Indemnity Claim; (ii) the unrestricted right to defend any Indemnity Claim; and (iii) full cooperation and support in the investigation, defense and/or settlement of the SEI Indemnity Claim.

For the avoidance of doubt, any property of the Purchaser, any owner, end-user or the final recipient of any Equipment, Services or Software provided under this Agreement is not considered third party property as per any of the indemnity obligations in the foregoing.

24. SEI's Insurance

In connection with the Agreement, SEI shall maintain insurance (or self-insurance) as specified below:

- A. **Workers' Compensation:** SEI shall comply with workers' compensation laws (or equivalent) in each jurisdiction where work is performed, and shall maintain a Workers' Compensation and Employer's Liability insurance policy. If any work is to be performed on or near navigable waters, the policy shall include coverage for United States Longshoreman's

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and Harbor Worker's Act, Death on the High Seas Act, Jones Act, or their equivalent as required by the applicable law in the jurisdiction where such work is performed. The limits of such insurance shall be as follows:

Workers' Compensation: Statutory

Employer's Liability: \$1,000,000 each accident
\$1,000,000 disease each employee
\$1,000,000 policy aggregate for disease

B. Commercial General Liability: SEI shall maintain Commercial General Liability insurance on an occurrence basis to provide coverage for bodily injury; personal injury; property damage; explosion, collapse and underground hazards (XCU); contractual liability (applicable to SEI's obligations under Article 23 of this Agreement); and products/completed operations. Such policy shall provide limits of \$1,000,000 each occurrence and in the aggregate.

C. Business Automobile Liability: SEI shall maintain business automobile liability insurance which shall include coverage for all owned, non-owned and hired vehicles with a \$1,000,000 Combined Single Limit.

D. Excess Liability: SEI shall maintain excess liability insurance with a limit of \$4,000,000 each occurrence and in the aggregate. The policy shall be excess over the Commercial General Liability, Business Automobile Liability, and Employer's Liability coverages.

E. The coverages set forth in B, C and D above shall include Purchaser as additional insured to the extent that bodily injury, death and third-party property damage are caused by the negligent acts or omissions of SEI or its Subsuppliers. The coverage afforded to Purchaser as an additional insured shall apply on a primary basis.

25. Purchaser's Insurance

In connection with the Agreement, Purchaser shall purchase and maintain insurance as specified below:

A. Property Insurance: Purchaser shall purchase and maintain property insurance (including builder's risk, if applicable) on an all-risks basis covering physical loss or damage to the property at the Site (including the Equipment and Purchaser's Material after Delivery thereof), which coverage shall be maintained until the expiration of the last of the applicable Warranty Periods. Such insurance will include SEI and its Subsuppliers as an additional insured, with a waiver of subrogation.

B. Workers' Compensation: Purchaser shall comply with applicable workers' compensation laws (or equivalent) and shall maintain a Workers' Compensation and Employer's Liability insurance policy. If the Site is on or near navigable waters, the policy shall include coverage for United States Longshoreman's and Harbor Worker's Act, Death on the High Seas Act, Jones Act, or their equivalent as required by the applicable law in the jurisdiction where the Site is located. The limits of such insurance shall be as follows:

Workers' Compensation: Statutory

Employer's Liability: \$1,000,000 each accident
\$1,000,000 disease each employee
\$1,000,000 policy aggregate for disease

C. Commercial General Liability: Purchaser shall maintain Commercial General Liability insurance on an occurrence basis to provide coverage for: bodily injury; personal injury; property damage; explosion, collapse, and underground (XCU) hazards; contractual liability (applicable to Purchaser's obligations under Article 23 of this Agreement); and products/completed operations. Such policy shall provide limits of \$1,000,000 each occurrence and in the aggregate.

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D. **Business Automobile Liability:** Purchaser shall maintain Business Automobile Liability insurance which shall include coverage for all owned, non-owned and hired vehicles with a \$1,000,000 Combined Single Limit.

E. **Excess Liability:** Purchaser shall maintain Excess Liability insurance with a limit of \$4,000,000 each occurrence and in the aggregate. The policy shall be excess over the Commercial General Liability, Business Automobile Liability, and Employer's Liability coverages.

F. The coverages set forth in subsections C, D, and E above shall include SEI as additional insured to the extent that bodily injury, death and third-party property damage are caused by the negligent acts or omissions of Purchaser or its subcontractors. The coverage afforded to SEI as an additional insured shall apply on a primary basis.

26. Miscellaneous Provisions

A. **Shipment Dates:** Shipment dates are the dates the Equipment or Purchaser's Material will be ready for shipment from the manufacturing plant, SEI repair facility or other facility where the Services are performed and are predicated on the prompt receipt by SEI from Purchaser of all information necessary to commence and complete the work without delay or interruption. Unless otherwise stated in a Purchase Order, shipment dates are not guaranteed. Should Purchaser request SEI to ship any Equipment or Purchaser's Material prior to a date established based on SEI standard lead time for such Equipment or Purchaser's Material, and provided SEI accepts in writing the earlier date, an additional fee will be applied to cover the costs associated with such expedited shipment.

B. **Waivers:** The failure of either Party to enforce at any time any of the provisions of the Agreement or to require at any time performance by the other Party of any of such provisions, shall in no way be construed to be a waiver of such provision, nor in any way to affect the validity of the Agreement or any parts thereof, or the right of either Party thereafter to enforce each and every provision.

C. **Modification:** No waiver, modification, or amendment of any of the provisions of the Agreement shall be binding unless it is in writing and signed by duly authorized representatives of both parties.

D. **Headings:** The headings used in the Agreement are not to be construed as modifying, limiting or expanding in any way the scope or extent of the provisions in the Agreement.

E. **Assignment & Subcontracting:** The Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment without such prior written consent shall be null and void. Notwithstanding the foregoing, SEI may assign or novate the Agreement, in whole or in part, to any of its affiliates or subsidiaries without Purchaser's consent and further may subcontract the same as SEI may deem reasonably necessary for the fulfillment of the Agreement.

F. **Governing Law:** The Agreement will be construed and interpreted in accordance with the laws of the State of Florida without application of its choice of law or conflict of law rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to any Agreement.

G. **Personnel:** SEI reserves the right to change any of its personnel performing Services under the Agreement. In such event, SEI will provide replacement personnel of equivalent capabilities and bear any additional travel and living expense associated with providing such replacement personnel.

H. **Performance Guarantee(s) and Exclusive Remedy:** There are no performance guarantees of the Equipment, Software and/or Services unless specifically set forth in the SEI proposal. In the event any performance guarantees are provided in the SEI proposal, Purchaser's sole and exclusive remedy and SEI's sole and exclusive liability for any failure of the Equipment, Software and/or Services to comply with such performance guarantees under any theory of recovery shall be the liquidated damages specified in such SEI proposal up to the limit specified therein, which liquidated damages shall only be paid on a "no harm, no This proposal is based on our best interpretation of the request for quotation, bid documents, drawing and specification if provided. Siemens Energy reserves the rights to revise the quotation if our interpretation differs from actual requirements after the approval of drawings by customer. This proposal will supersede any other document, purchasing terms etc. unless agreed and signed by Siemens Energy.

foul” basis. The Parties agree that such liquidated are a reasonable determination of the damages that Purchaser would incur as a result of the failure of the Equipment and/or Services to meet the Performance Guarantees and do not constitute a penalty.

I. Environmental Compliance: Purchaser recognizes that the performance of Services at the Site may involve the generation of Hazardous Material. Purchaser shall at its expense furnish SEI with containers for Hazardous Material and shall designate a waste storage facility at the Site where such containers are to be placed by SEI. Purchaser shall handle, store, and dispose of Hazardous Material in accordance with all applicable federal, state, and local laws, rules, regulations and ordinances. Purchaser shall reimburse SEI for additional costs, if any, incurred in complying with any such laws, regulations, rules and/or ordinances.

SEI shall have no responsibility or liability with regard to any Hazardous Material, including any hazardous waste, which it does not know or have reason to know will be generated in the performance of the Services, and Purchaser shall be liable for, and shall indemnify and hold SEI harmless for, all pollution and environmental impairment to the extent arising from the Purchaser’s property or with respect to Purchaser’s negligent acts or omissions relating to the Equipment or the Services. If this indemnity provision is deemed contrary to the applicable law, then the Purchaser’s obligation shall be enforceable to the maximum extent allowed by such applicable law, and this provision shall be deemed amended to the extent necessary for such maximum enforceability.

TO THE EXTENT THAT PURCHASER ASSUMES AN OBLIGATION TO INDEMNIFY SEI UNDER THIS SECTION 26.I., PURCHASER DOES SO EVEN IN THE CASE OF NEGLIGENCE OR OTHER FAULT OF SEI. PURCHASER AND SEI INTEND THAT THIS STATEMENT COMPLIES WITH THE EXPRESS NEGLIGENCE RULE AND CONSTITUTES CONSPICUOUS NOTICE.

J. Asbestos and Thermal Insulation:

(1) The Purchaser warrants, represents, and certifies that, in any areas which may be accessed by SEI or its Subsuppliers, any ACM which is or is contained in thermal insulation or sprayed-on surfacing material is conspicuously and specifically marked as ACM, and any other ACM is in a lawful condition.

(2) Prior to SEI’s commencement of Services at the Site: (a) The Purchaser shall, at Purchaser’s expense remove all thermal insulation, sprayed-on surfacing material, and/or ACM, including ACM which may be disturbed during or removal of which is required for the performance of the Services; and

(b) The Purchaser shall ensure that any areas where any activities involving the abatement or removal of thermal insulation, sprayed-on surfacing material or ACM shall be conspicuously identified, posted and isolated, all as required by applicable law.

PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES THAT SEI IN PERFORMING THE SERVICES AND PERMITTING EMPLOYEES TO ENTER THE WORK AREAS IS RELYING UPON THE COVENANTS, AGREEMENTS, WARRANTIES, CERTIFICATIONS AND REPRESENTATIONS MADE BY PURCHASER ABOVE. Without limiting its other rights and remedies SEI shall not be obligated to commence or may stop any work in any Work Areas unless fully satisfied that the Purchaser is in compliance with Article 26.J(1) above and this Article 26.J(2), and shall be entitled to an equitable adjustment in the schedule, price and other provisions of the Agreement affected thereby or otherwise affected by Purchaser’s non-compliance.

(3) In no event shall SEI be obligated to install, disturb, handle, or remove any thermal insulation, sprayed-on surfacing material, or ACM except as specifically agreed in writing by SEI and only after SEI has been provided acceptable chemical analyses verifying that the same are not ACM.

(4) SEI makes no representation that it is licensed to abate ACM. Notwithstanding anything set forth in the Agreement and unless SEI is provided satisfactory written evidence that such GPW is not ACM, SEI shall be obligated to handle, remove, or reinstall generator wedges, packing, or high temperature gaskets (such materials herein “GPW”) only if such activities are within the scope of the Services and only then to the extent that:

(a) such activities would be classified as Class II or Class III activity under United States Code of Federal Regulations Chapter 29 Section

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CFR 1926.1101 et seq.;

- (b) such activities do not require a permit, license, or authorization;
- (c) such activities are not likely to generate airborne asbestos fibers, and
- (d) all such GPW is non-friable.

In all other cases, such activities shall be Purchaser's responsibility and SEI shall be entitled to an equitable adjustment in the schedule, price and other pertinent affected provisions of the Agreement should the same not be performed in a timely manner. The disposal of any GPW or scrap or waste material resulting from its disturbance or removal shall in all cases be the Purchaser's responsibility.

(5) Purchaser shall defend, indemnify and hold SEI and its Subsuppliers harmless against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation any clean up or remedial measures arising out of, connected with, or resulting from the Purchaser's failure to comply with the provisions of this Article 26.J.

K. Integration: The Agreement contains the entire agreement and understanding between the parties as to the subject matter of the Agreement, and merges and supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between them. Neither of the parties will be bound by any prior or contemporaneous obligations, conditions, warranties, or representations with respect to the subject matter of the Agreement.

L. Dispute Resolution: Either Party may give the other Party written notice of any dispute arising out of or relating to this Agreement and not resolved in the normal course of business. The Parties shall attempt in good faith to resolve such dispute promptly by negotiations between executives who have authority to settle the dispute. Litigation of any dispute arising from, under or in connection with this Agreement shall be brought exclusively in either: (i) a federal court having jurisdiction over Orange County, Florida; or (ii) if a federal court does not have jurisdiction of the dispute, in a state court of competent jurisdiction presiding within Orange County, Florida. Each Party hereby consents to the personal jurisdiction of such courts and irrevocably waives, to the fullest extent permitted by applicable law and the laws of the State of Florida, any claim or any objection it may now or hereafter have, that venue or personal jurisdiction is not proper in such a court including, but not limited to, any claim that such legal action, suit, or proceeding brought in such court has been brought in an inconvenient forum. Each Party further consents and agrees that such litigation will be presented to and resolved by a judge presiding without a jury and **EACH PARTY EXPRESSLY WAIVES ITS RIGHT TO A JURY TRIAL**. The parties further agree that, for purposes of this provision, tort claims relate to this Agreement if they involve or relate to any products or service provided under or pursuant to this Agreement or any action or conduct related to this Agreement.

M. Survival: The provisions entitled "Intellectual Property," "Additional Conditions Applicable to Nuclear Installations," "Confidential Information," "Limitation of Liability," "Transfer; Ownership and Export Compliance," "Software License," the second paragraph of "Delivery, Title and Risk of Loss or Damage," Article 26.J.(5). of the provision entitled "Asbestos and Thermal Insulation", and "Dispute Resolution" shall survive termination, expiration or cancellation of the Agreement.

N. Site Safety: Purchaser shall comply with all federal, state, and local safety regulations and standards applicable to the site and to the equipment on which SEI will perform the work. SEI shall not be obligated to commence or perform work unless Purchaser's site complies with all applicable safety requirements. Should SEI require use of Purchaser's equipment, including lifting devices, in performance of the Services, Purchaser shall ensure that such equipment complies with all applicable laws, including all OSHA regulations and certifications, and is capable of performance of the Services. If requested by SEI, Purchaser shall provide SEI with documentation confirming Purchaser's equipment's compliance with applicable law. In the event Purchaser's site safety is non-compliant, SEI may suspend work until such time as Purchaser corrects the noncompliance. To the extent SEI incurs additional time and expense as the result of Purchaser's non-compliance, SEI shall be entitled to an equitable adjustment in the schedule, price and other affected provisions of the Agreement. Purchaser shall defend, indemnify and hold harmless SEI from and against all damages, losses, costs and expenses (including attorneys' fees and litigation expenses) arising out of or resulting from injury or death, or damage to property due to Purchaser's non-compliance with this Article or due to the condition of, defects, deficiencies, or non-conformities in Purchaser's equipment.

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O. Severability: In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

P. Publicity: Neither party shall, without the prior written consent of the other party, issue any public statement, press release, publicity hand-out or other material relating to the Equipment and Services performed.

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**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Street Inventory and Automated Distress Survey Results and Motor Fuel Tax Funds Briefing with Engineering & Research International, Inc	DEPARTMENT: Public Works
DATE: September 2, 2025	AMOUNT: N/A
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: This Agenda Item provides for the Street Inventory and Automated Distress Survey using the Pavement Condition Index (PCI) Rating Engineering Agreement with Engineering & Research International, Inc (ERI). The PCI rating methodology was used for approximately 120 centerline miles of the Village of Rantoul Street network. ERI used the state-of-the-art Automated Pavement Data Collection Vehicle System, which collects 3D laser-based high-resolution pavement downward imagery, GPS, and high-resolution ROW image streams. The 3D imagery of the surface was used to detect and classify the pavement distresses. Precise crack lengths, widths, and locations are essential for calculating accurate pavement conditions. The inspection data will then be imported into a Pavement Management System (PMS) PAVER database; the PCI rating will be calculated for each segment. ERI completed the automated pavement data collection, data processing, inventory verification, and data integration, aiding the Village in creating a comprehensive pavement program to support current and future preservation needs.	
RECOMMENDED ACTION: No Action	
DEPARTMENT HEAD APPROVAL Jacob D. McCoy, P.E.	VILLAGE ADMINISTRATOR Scott Eisenhauer

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Senior Rambles Trip to Aurthur, IL Tuesday, September 9th 8:30am - 3:30pm Call 217-893-5703 to Register	DEPARTMENT: Administration
DATE: September 2, 2025	AMOUNT:
ATTACHMENTS: 1. Senior Rambles - Arthur Trip 2. Senior Rambles - Arthur Trip Itinerary	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR



SENIOR RAMBLES TRIP TO ARTHUR IL

WHEN : SEPTEMBER 9TH 2025

**WHERE : WE WILL BE GOING TO THE GREAT
PUMPKIN PATCH, DINING AT YODERS FOR
LUNCH AND STOPPING AT A FEW SHOPS IN
ARTHUR IL!**

**COST : \$25.00 PER PERSON
(INCLUDES ENTRANCE TO THE PUMPKIN
PATCH AS WELL AS TRASPORTATION.
YOU WILL BE IN CHARGE OF YOUR OWN
PURCHASES AND LUNCH).**

**AGES : 55+
BUS WILL LEAVE THE RANTOUL YOUTH
CENTER AT 8:30A.M.**



SENIOR RAMBLES

DAY TRIP TO ARTHUR IL

**@ 8:30A.M.
THE BUS WILL DEPART FROM THE
YOUTH CENTER**

**@ 9:45A.M.
WE WILL ARRIVE AT THE GREAT
PUMPKIN PATCH**

**@ 11:15A.M.
WE WILL MEET AT THE ENTRANCE OF
THE PUMPKIN PATCH AND HEAD FOR
LUNCH AT YODERS**

**AFTER LUNCH :
WE WILL STOP AT A FEW STORES OF
OUR SENIORS CHOICE IN ARTHUR AND
THEN START MAKING OUR WAY BACK
HOME AT 2:30P.M.**

**@ 3:30P.M.
THE BUS WILL ARRIVE BACK AT THE
YOUTH CENTER**

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Rantoul Bike to Work Day Wednesday, September 10 7:00 - 10:00am Register at cubikemonth.org	DEPARTMENT: Administration
DATE: September 2, 2025	AMOUNT:
ATTACHMENTS: 1. CU Bike Month 2025	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

CU BIKE MONTH 2025

Upcoming Events

WED, Sept 10, 7-10 am
Bike to Work Day

THU, Sept 11, 7-10 am
Bike to Work Day *Rain Date*

TUE, Sept 16, 4-7 pm
Light the Night

WED, Sept 17, 4-7 pm
Light the Night *Rain Date*



Bike to Work Day Registration will open
later this summer at
cubikemonth.org

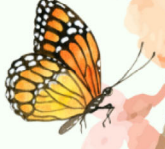
Stay tuned!

 **CU Bike Month**

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Senior Luncheon Thursday, September 18 11:30am Rantoul Family Sports Complex Call 217-893-5703 to Register	DEPARTMENT: Administration
DATE: September 2, 2025	AMOUNT:
ATTACHMENTS: 1. September 18th Senior Luncheon 2. Senior Luncheon Dates 2025	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR



September 18th Senior Luncheon

Rantoul Community Seniors!
Please join us in gathering for our
Septemeber 18th Senior Luncheon!

Ages : 55+

Located at the Rantoul Family Sports
Complex
744 Murray Rd. Rantoul IL, 61866

Food served will be cheeseburgers,
hotdogs, fries and funnel cake fries for
dessert.



Please call the Rantoul Recreation
Department at 217-893-5703 or visit us
online at myrantoul.com to get Registered!



You Are Invited To Attend The

SENIOR LUNCHEONS OF 2025

With joy, we would like to invite you to join in gathering for our Bi-Monthly Senior Luncheons!

Ages 55 +

Free of Cost to the Seniors in our Rantoul Community!

DATES :

JANUARY 16TH @ THE RECREATION DEPARTMENT

MARCH 20TH @ THE RECREATION DEPARTMENT

MAY 15TH @ THE RECREATION DEPARTMENT

JULY 17TH @ THE RECREATION DEPARTMENT

SEPTEMBER 18TH @ THE RANTOUL FAMILY SPORTS COMPLEX

DECEMBER 11TH @ THE RANTOUL YOUTH CENTER

ALL LUNCHEONS WILL START AT 11:30A.M.

To Register, Please Call the Rantoul Recreation Department at 217-893-5703 to get signed up!



Rantoul Recreation Department
100 East Flessner
Rantoul, IL 61866

Tel (217) 893-5700
Fax (217) 893-5730
recinfo@village.rantoul.il.us

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Medicare 101 with Representative Brandun Schweizer Tuesday, September 23 9-11:00am Rantoul Family Sports Complex Call 217-477-0104 for Information	DEPARTMENT: Administration
DATE: September 2, 2025	AMOUNT:
ATTACHMENTS: 1. Medicare 101	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR



MEDICARE 101

Free Seminar!

Presented by
State Representative Brandun Schweizer

September 23 | 9:00-11:00am
Rantoul Family Sports Complex



RepSchweizer.com • 217-477-0104

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Young Eagles Rally Saturday, October 18 9-11:00am Rantoul Aviation Center Free Airplane Rides for Kids!	DEPARTMENT: Administration
DATE: September 2, 2025	AMOUNT:
ATTACHMENTS: 1. Young Eagles Flyer	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

Welcome Young Eagles

Free Flights for Youths 8 to 17



YOUNG EAGLES FLIGHT RALLY

Saturday, October 18, 2025 | 9:00 - 11:00am

Frank Elliott Field ● Rantoul National Aviation Center

PRE-REGISTRATION
IS REQUIRED



- ✈ Generously Sponsored by EAA Chapter 29
- ✈ Parent/Legal Guardian must be Present
- ✈ Introduction to the World of Aviation
- ✈ Achieve Young Eagle Certification
- ✈ Exploration of Career Pathways

JOIN US FOR A DAY OF FLYING FUN!

www.eaachapters.org