

#### Kane County

Government Center 719 S. Batavia Ave., Bldg. A Geneva, IL 60134

## KC Energy and Environmental Committee

#### **Agenda**

BATES, Tarver, Allan, Kious, Penesis, Strathmann, Young, ex-officios Roth (County Vice Chair) and Pierog (County Chair)

Friday, October 17, 2025

9:00 AM

**County Board Room** 

#### 2025 Committee Goals

- Pursue funding to improve energy efficiency in Kane County Government-owned buildings
- Upon passage of the Tree Protection Ordinance, develop budget and implementation strategy for the Ordinance and an educational program to promote Tree Protection
- Develop Client Action Implementation teams and assist team in prioritizing action items and development strategies
- Increase education and improve overall recycling in Kane County buildings
- Community outreach to education about the CAIP

- 1. Call To Order
- 2. Roll Call
- 3. Remote Attendance Requests
- 4. Approval of Minutes: September 12, 2025
- 5. Public Comment (Agenda Items)
- 6. Environmental (J.Wollnik)
  - A. Discussion of Opportunities for Community Solar on the Fabyan Property
  - B. 2026 Energy and Environmental Committee Goals
- 7. Recycling/Solid Waste (C. Ryan)
- 8. Sustainability (S.Hinshaw)
  - **A. Resolution:** Accepting the ComEd Powering Safe Communities Program Grant
  - **B.** Resolution: Authorizing a Memorandum of Understanding between Kane County and The Conservation Foundation for the 'New Trees for New Homeowners' Nicor Charitable Giving Grant
- 9. New Business
- 10. Chairs Comments

- 11. Reports Placed On File
- 12. Executive Session (if needed)
- 13. Adjournment

STATE OF ILLINOIS	)	SS
COUNTY OF KANE	)	

#### PRESENTATION/DISCUSSION NO. TMP-25-1219

## DISCUSSION OF OPPORTUNITIES FOR COMMUNITY SOLAR ON THE FABYAN PROPERTY

# Kane County – Community Solar Driving Alternative Revenue Through Clean Energy

# Potential for Community Solar Land Lease and Anchor Off-taker October 17, 2025



# Guiding Principles



- Find Alternative Revenue for Vacant Land
- Return State Mandated Renewable Energy Investment to Kane County
- Lower ComEd Electric Costs
  - County Residents and Businesses
  - Low Income Qualified Families
  - County Owned Facilities
- Be Good Stewards of the Land
- Support Illinois Clean Energy Initiative
- Return "County Owned" Vacant Land to the Tax Roles
- No Kane County Investment

## Solar Land Lease Concept



- Competitively Bid to Certified Solar Developers
  - Registered with State of Illinois Solar Program
  - Engineered, Owned and Operated by winning Bidder
  - Land Lease Paid to Kane County
- Winning Bidder gets "Option" to Develop Vacant Land
  - Perform "Due Diligence" on Proposed Site
    - ComEd Infrastructure Requirements/Investment
    - Illinois Shines Program Adherence
    - Surveying, Engineering, and Design for proposed projects
    - Secure Illinois Solar Funds
  - Lease Option from 25 to 35 years, Solar Company to Assume Tax Obligation Property
- Core Successful Bidder Criteria
  - Electric Infrastructure Investment by Bidder
  - Lease Paid Per Acre
  - Total Lease Revenue for Term
  - Experience In "Large Scale" Solar Development and Management

## Site Map (575 E Fabyan Pkwy, Geneva)





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## Potential Solar Site Map



## High Level Proposal Summary



Item Category	Results
Respondents / Quality	Three experience solar developers all with extensive Illinois and nationwide experience.
Size of Proposed Field	11-25 Acres, with annual production ranging from 4 – 6.8 million annual kWh's
Annual Lease Payments per Acre	Range from \$3,500 - \$9,500 per acres (dependent on number or acres)
First year Lease Payment Revenue	Range \$100,000 - \$130,000
35-year total Lease Payments	Range \$5.3 - \$5.9 million
Property Tax Paid by Developer First Year	Range \$20K - \$40K depending on the size
Anchor Off-taker for Community Solar Savings first year	Range \$34K - \$67K per year
First Year total Financial Impact (Lease, Property Tax and Community Solar Subscriptions)	Range of \$100k - \$240K per year
Developers budget for ComEd interconnection charges	Range \$270K - \$1.5 million
Decommissioning Bond and Process	All developers indicated that they would meet AIMA (Agricultural Impact Mitigation Agreement) standards.
Estimated construction start in in serve date	July 4, 2026, construction start with in service by December 2027





#### **County & Board Actions**

- County Staff to review and recommend best proposal
- Get Feedback from County Board E&E committee on any additions, changes, deletions and recommendations.
- Place on Board Meeting schedule for presentation and voting
- Legal review of developer contract terms

#### Risk Assessment

- Evaluate developer's ability to meet safe harboring strategies and federal project milestones
- Consider implications of recent federal ITC/48E changes and construction deadlines

#### Land Lease & Economics

Negotiate land lease and Anchor Tenant rights

#### Performance & Activity Requirements

- Developer must initiate process milestones:
  - ComEd pre-application and interconnection cost/substation Capacity study
  - Site control required to lock substation position
  - Engineering and design development
  - Application to Illinois Shines Program

#### **Construction Timeline**

- Account for federal mandates on construction/energization deadlines
- Target: Construction start no later than July 4, 2026, → Energized by December 2027

# Sustainable Grazing Option





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STATE OF ILLINOIS )
SS.
COUNTY OF KANE )

# PRESENTATION/DISCUSSION NO. TMP-25-1242 2026 ENERGY AND ENVIRONMENTAL COMMITTEE GOALS

#### **Energy and Environmental Committee Goals**

#### Goals as approved in 2025:

- Pursue funding to improve energy efficiency in Kane County Government-owned buildings
- Upon passage of the Tree Protection Ordinance, develop budget and implementation strategy for the Ordinance and an educational program to promote Tree Protection
- Develop Client Action Implementation teams and assist team in prioritizing action items and development strategies
- Increase education and improve overall recycling in Kane County buildings
- Community outreach to education about the CAIP

STATE OF ILLINOIS	)	
		SS
COUNTY OF KANE	)	

#### **RESOLUTION NO. TMP-25-1178**

### ACCEPTING THE COMED POWERING SAFE COMMUNITIES PROGRAM GRANT

WHEREAS, the Kane County Environmental and Water Resources Department was awarded the ComEd Powering Safe Communities program grant in partnership with the Metropolitan Mayors Caucus; and

WHEREAS, the objective of the program is to install solar powered flood warning signs with flashing lights to enhance public safety and reducing the risk of water-related accidents and vehicle damage; and

WHEREAS, a grant in the amount of is ten thousand dollars (\$10,000) was awarded to Kane County and is available for reimbursement of eligible equipment costs.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman is hereby authorized and directed to enter into said grant agreement with ComEd for the Powering Safe Communities program grant in an amount of ten thousand dollars (\$10,000).

Line Item: 650

Line Item Description: ComEd Powering Safe Communities \$10,000 grant
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? NA
If funds are not currently available in the specified line item, where are the funds available?
NA

Passed by the Kane County Board on November 10, 2025.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



#### **RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM**

#### <u>Title</u>

Accepting the ComEd Powering Safe Communities Program Grant

#### **Committee Flow:**

Energy and Environmental Committee, Finance and Budget Committee, Executive Committee, County Board

#### Contact:

Jodie Wollnik, (630) 232-3499

#### **Budget Information**:

Was this item budgeted? No	Appropriation Amount: \$10,000	
If not budgeted, explain funding source: Awarded Grant		
Was this item passed through the appropriate committee? Yes		

#### **Summary**:

Kane County has received a grant for the amount of \$10,000 to install solar power flood warning signs through the ComEd Powering Safe Communities Program Grant

Title

#### **Solar Flood Warning System**

03/27/2025

by Sarra Hinshaw in 2025 ComEd Powering Safe **Communities Grant Program** 

id. 50091033

HinshawSarra@KaneCountyIL.gov

#### **Original Submission**

03/27/2025

Score	n/a
Introduction	The Metropolitan Mayors Caucus is proud to partner with ComEd to administer the Powering Safe Communities program. The Powering Safe Communities program will continue to provide grants of up to \$10,000 for local public safety and electrification projects. ComEd provides funding and the Metropolitan Mayors Caucus is the grant program administrator. Applications are due by March 28, 2025. Please refer to the Powering Safe Communities Guidelines prior to submitting an application.
Begin Your Powering Safe Communities Program Application	Solar Flood Warning System

Program Application by entering a title for your application

Upload a Cover Letter

LT\_to\_Metro\_Mayors\_Cacus\_re\_ComEd\_Powering\_Safe\_Communities\_Grant-3.28.2025.pdf

Section A. Applicant Information	
Applicant Organization Name	Kane County Government
Contact Name	Sarra Hinshaw
Title	Sustainability Manager
Street Address	719 S. Batavia Ave
City	Geneva
State	IL
Zip Code	60134
Office Phone Numbe	r 630-208-8665

Mobile Phone Number	
County	Kane
Service Area (if other than municipal boundary)	
Organization Tax ID#	36-6006585
Community Population (2020 Census)	514,982
Section B. Project Description	
Project Description	This project proposes the installation of a solar-powered flood warning sign with flashing lights at a known flood-prone roadway within our community. The system will provide real-time visual alerts to motorists and pedestrians, enhancing public safety during flood events. By utilizing solar power, the project aligns with the Powering Safe Communities Grant goals by increasing public safety, reducing carbon emissions, and improving community resiliency.
	Our community experiences periodic roadway flooding during heavy rainfall events, posing a significant risk to drivers and emergency responders. Currently, flood-prone areas rely on static signage, which can be ignored or unnoticed, leading to dangerous situations, or signs that are manually placed by Emergency Responders, Transportation, or Public Works Staff. This project aims to enhance public safety by using flashing lights to provide an immediate, highly visible warning, deterring drivers from entering flooded roadways and reducing the risk of water-related accidents and vehicle damage. Additionally, it promotes sustainable solutions by utilizing solar power, eliminating the need for grid electricity, and lowering energy costs. Lastly, the project improves community resiliency by proactively warning motorists of hazardous conditions, supporting emergency response efforts, and preventing roadway blockages caused by stranded vehicles.
Type of Project	Public Safety Equipment Disaster Preparedness and Resiliency
Grant Funds Requested Amount	\$10,000
Proposed Matching Contribution	\$10,336

Section C. Budget

Use the Budget Form provided in the Grant Guidelines or a comparable spreadsheet. The Budget Form contains instructions for completing your budget. Complete the form filling in your proposed budget, then upload it below.

Budget File Upload

#### Kane\_County\_Section-C\_Budget-Form\_Powering-Safe-Communities\_.xlsx

Section D. Work Plan Narrative

Kane County is proposing the installation of a flood warning sign with solar-powered lights that will activate when floodwaters reach a pre-determined depth. This project aims to enhance public safety by providing real-time alerts to motorists in flood-prone areas. Funding will be used to support the purchase of this warning sign. Kane County will contribute a portion of the cost for the device, warning sign, installment to help facilitate the project as well as technical expertise. (Please see attached Budget for more information)

Several Kane County departments will collaborate on this initiative, including Office of Emergency Management, Department of Environmental and Water Resources, GIS Department and Kane County Department of Transportation. Site selection will be based on historical flood data and traffic volume to maximize safety and effectiveness. County staff will provide expertise in site selection, procurement, and installation.

A key component of this project will be public outreach and education to raise awareness about flood hazards and safety measures. County staff will achieve this through Kane County's digital newsletter, open house tables at public events and County-led webinars open to stakeholders, including all Kane County residents. These outreach efforts will help inform the public about the warning system and reinforce best practices for flood safety. Outreach efforts will also include education on climate change with particular focus on extreme events. This education will align with goals for our updated 2024 Kane County Natural Hazard Mitigation Plan and Climate Action Implementation Plan.

The site selection will take place during the summer months of 2025. With purchase planned for fall of 2025. Outreach efforts will begin once the site has been selected. The County will track related traffic and flooding data for this location to evaluate future mitigation practices for flooding throughout Kane County.

and Leveraged **Benefits** 

Section E. Outcomes The installation of a solar-powered flood warning sign will result in increased public safety and enhanced community resilience. The primary outcome will be implementation of a real-time flood warning system that provides clear, visible alerts to motorists and pedestrians, reducing the likelihood of vehicles entering dangerous floodwaters. This system will serve to prevent accidents, vehicle damage, and reduce emergency rescues, ultimately saving lives and minimizing disruptions to transportation networks. The automated system decreases the need for manual intervention by emergency responders, allowing them to focus on critical flood response efforts rather than manually placing temporary signs.

> This project will significant benefits to all roadway users, including residents, commuters, and emergency responders. The installation location will be along a high-traffic flood-prone roadway, where thousands of vehicles on a daily basis. Depending on the size and frequency of the rain events, the project could directly benefit hundreds or even thousands of drivers, along with emergency personnel who will face fewer roadway blockages and hazardous rescue situations. Pedestrians and cyclists in the area will also benefit from increased visibility of flood hazards.

> The project aligns with local transportation safety plans, flood mitigation efforts, and sustainability initiatives, including the County's 2024 Natural Hazard Mitigation Plan and the County's Climate Action Implementation Plan. Kane County prioritized infrastructure resilience and public safety as essential components of long-term planning efforts. By implementing this system, we address an existing gap in public safety and contributes to local and regional flood risk management strategies. Additionally, this project complements existing stormwater management and climate resilience plans, reinforcing the commitment to sustainable, pre-disaster mitigation solutions.

Several key partners will be engaged to ensure successful implementation. The Department of Environmental and Water Resources and the Department of Transportation will oversee installation and maintenance, while the Office of Emergency Management will provide input on placement and operation. Local law enforcement and fire departments will also be involved in monitoring and response coordination. Additionally, collaboration with regional floodplain management agencies at the local, state and federal level will ensure that the project integrates best practices for flood warning systems.

Section F. Need Statement

From 1973 through 2023, seven incidents related to flooding have resulted in a Federal Disaster Declaration in Kane County. Over the past 10 years, flooding has been an annual occurrence with 16 events between 2013 and 2023. Kane has also had a benchmark flood in July 1996 with a record high rainfall of 16.91 inches reported over 24 hours. Model estimates showed that in a 100 year flood, the economic damage to Kane County would be 914 million dollars.

Our community experiences periodic roadway flooding during heavy rainfall events, posing a significant risk to drivers and emergency responders. Currently, flood-prone areas rely on static signage, which can be ignored or unnoticed, leading to dangerous situations, or signs that are manually placed by Emergency Responders, Transportation, or Public Works Staff. This project aims to enhance public safety by using flashing lights to provide an immediate, highly visible warning, deterring drivers from entering flooded roadways and reducing the risk of water-related accidents and vehicle damage. Additionally, it promotes sustainable solutions by utilizing solar power, eliminating the need for grid electricity, and lowering energy costs. Lastly, the project improves community resiliency by proactively warning motorists of hazardous conditions, supporting emergency response efforts, and preventing roadway blockages caused by stranded vehicles.

Kane County requires this grant to address these challenges related to flood mitigation, and public safety. The proposed project aims to enhance local resilience against flooding, specifically for road overtopping during flood events. Our community has experienced recurring flooding events that have resulted in property damage, disrupted transportation, and concerns for public safety. The proposed project includes the implementation of a flood warning sign and public education on flooding safety and awareness. Additionally, in December of 2024 the County initiated a flood sign program. The County is committed to placing a minimum of ten signs throughout the County and the Municipalities to promote floodplain safety and awareness and to benchmark historical and potential future flood events. This solar powered warning sign would compliment this on-going floodplain signage project.

Without grant funding, the community lacks the financial resources to obtain the warning sign. This grant represents a vital opportunity to enhance the resilience, sustainability, and safety of our community. By funding this project, we can take proactive measures to protect our residents, and foster a more resilient, sustainable future.

Optional Support Letter(s)

Letter\_of\_support\_from\_OEM\_3.24.2025.pdf
Mavis\_Bates\_letter\_of\_support\_signed.pdf

How did you hear
about the ComEd
Powering Safe
Communities
program?

Metropolitian Mayors Caucus

Optional Additional Comments



August 5, 2025

Dear Sarra Hinshaw,

Congratulations! The *Powering Safe Communities* proposal submitted by Kane County has been selected for funding. You are awarded \$10,000 to complete your project, "Solar Flood Warning System". You have proposed to match this grant with \$10,336 of additional expenditures and/or in-kind services. ComEd and the Metropolitan Mayors Caucus are pleased to partner with you.

ComEd provides these grant funds and the Metropolitan Mayors Caucus is the grant program administrator. The Caucus will establish a contract with you, monitor your work over the grant period, and reimburse you for eligible expenses to complete your project up to \$10,000. Of course, we will work with you to successfully administer and complete your project.

Attached are documents needed to accept the grant and the detailed terms that will qualify you for payment at the conclusion of your project. Executing the grant agreement involves these simple steps:

- The proposal you submitted online is the Scope of Work for your project. Proceed with your
  work as proposed, revising the budget and scope to adapt to your actual award amount budget.
  No further work plan is needed.
- The terms of the grant are detailed in the *Recipient Assurances and Requirements*. Keep these for you records.
- Accept these terms and agree to perform your *Scope of Work* by signing and returning the *Acceptance Form*.

#### → Promptly sign the Acceptance Form and return via email to <a href="mailto:bschnelle@mayorscaucus.org">bschnelle@mayorscaucus.org</a>

The *Grant Project Period* will conclude on April 30, 2026, or sooner if you complete your project earlier. You may complete your project at any time before this date. Your grant will close-out once we receive your *Final Report*, satisfactory documentation of work and expenses, and reimburse you for eligible expenditures.

You will be required to submit a *Progress Report* by October 31, 2025, unless your project is completed and closed-out before that date.

When you **complete your project**, which must be **on or before April 30, 2026**, you must submit a *Final Report* and *Reimbursement Request*. Documentation of expenses and match must be provided in the Reimbursement Request. The reporting schedule and forms are attached.

City of Chicago · DuPage Mayors and Managers Conference · Lake County Municipal League · McHenry County Council of Governments Metro West Council of Governments · Northwest Municipal Conference · South Suburban Mayors and Managers Association Southwest Conference of Mayors · West Central Municipal Conference · Will County Governmental League The competition for Powering Safe Communities grants was robust. You are to be commended for your excellent proposal. Please complete your Powering Safe Communities project with the same care and professionalism.

Ben Schnelle oversees the administration of the Powering Safe Communities program. Please feel free to contact him at 417-366-1684 or <a href="mailto:bschnelle@mayorscaucus.org">bschnelle@mayorscaucus.org</a> with any questions.

Sincerely,

**Neil James** 

**Executive Director** 

Metropolitan Mayors Caucus

STATE OF ILLINOIS	)	
		SS.
COUNTY OF KANE	)	

#### **RESOLUTION NO. TMP-25-1179**

# AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN KANE COUNTY AND THE CONSERVATION FOUNDATION FOR THE 'NEW TREES FOR NEW HOMEOWNERS' NICOR CHARITABLE GIVING GRANT

WHEREAS, the Conservation Foundation has been awarded the Nicor Charitable Giving Grant in partnership with Kane County; and

WHEREAS, the objective of the program is to provide native trees to new homeowners in Kane County; and

WHEREAS, the role of Kane County is to organize the online platform for residents, order the supplies, promote the program and organize pick up events.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman is hereby authorized and directed to enter into said Memorandum of Understanding agreement with the Conservation Foundation for the New Trees for New Homeowners' grant.

Passed by the Kane County Board on November 10, 2025.

John A. Cunningham, MBA, JD, JD Clerk, County Board Kane County, Illinois Corinne M. Pierog MA, MBA Chairman, County Board Kane County, Illinois

Vote:



#### **RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM**

#### **Title**

Authorizating a Memorandum of Understanding between Kane County and The Conservation Foundation for the 'New Trees for New Homeowners' Nicor Charitable Giving Grant

#### **Committee Flow:**

Energy and Environmental Committee, Finance and Budget Committee, Executive Committee, County Board

#### **Contact:**

Jodie Wollnik, (630)232-3499

#### **Budget Information**:

Was this item budgeted? NA	Appropriation Amount: \$0
If not budgeted, explain funding source: NA	
Was this item passed through the appropriate co	ommittee? Yes

#### **Summary**:

Kane County has partnered with the Conservation Foundation to facilitate a program that will give a native tree to new homeowners in Kane County

#### **Outlook**

#### **Nicor Gas Pillar Grant Notification**

From Nicor Gas Contributions <mail@grantapplication.com>

Date Wed 7/30/2025 3:30 PM

To Jessica Mino <jmino@theconservationfoundation.org>

1 attachment (112 KB)

Charitable Giving Invoice Instructions\_Pillar Grants\_2025.pdf;

Conservation Foundation
New Trees for New Homeowners

Congratulations!

The Nicor Gas Charitable Giving Advisory Committee has recommended funding your grant request in the amount of **\$5,000.00**. The Nicor Gas team is excited to partner with your organization.

To expedite the payment process, please send us an updated W-9 and an invoice in the amount of your grant award using the attached guidelines. You should receive a check within 4 weeks of submitting the invoice. Note that a brief final report will be required at the end of the 12-month grant cycle. You will receive an email about the final report with more information toward the end of the grant cycle.

Nicor Gas appreciates the work you do every day to make a positive impact in our communities and looks forward to seeing the outcomes of your efforts. If you have any questions, please email nicorgascontributions@aglresources.com.

Please send an acknowledgement letter for our records to:

Nicor Gas, Charitable Giving 1844 Ferry Road Naperville IL 60563

If your grant was for an event sponsorship, please note the expected value of benefits, if applicable.

Sincerely,

The Nicor Gas Charitable Giving Team

# 'New Trees for New Homeowners' Nicor Charitable Giving Grant Memorandum of Understanding between Kane County and The Conservation Foundation

This Memorandum of Understanding ("MOU") is made and entered into this November 10, 2025, ("Effective Date"). The **County of Kane** and **The Conservation Foundation** ("Partners") in this MOU agree to the following requirements and responsibilities:

- I. The Partners are executing this document to create a Partnership. This Partnership will be known as 'New Trees for New Homeowners Partnership' ("Partnership").
- II. Mutual participation in this Partnership indicates:
  - a. The Partners wish to become partners for the primary purpose of applying for and, if awarded, completing a Nicor Gas ("Nicor") Charitable Giving Grant ("Grant").
  - b. The terms and conditions of this Partnership will be outlined in this MOU.
  - c. The Partnership will be in effect on November 10, 2025.
  - d. The Partnership will only be terminated as outlined in this MOU.
  - e. The Partnership will be governed under the laws of the state of Illinois.
  - f. The Partners shall be responsible for the work of their employees or volunteers and for completing their agreed-to roles and responsibilities.
- III. Roles and Responsibilities of the Partners
  - a. **The Conservation Foundation** shall be the Lead Applicant of the Grant. If awarded, such responsibilities shall include:
    - i. Be responsible for the receipt of funds from Nicor and the proper expenditure of these funds.
    - ii. Responsibility for the overall management, performance, oversight, and reporting responsibilities under the grant.
    - iii. Be responsible for the following project-specific activities:
      - 1. Monthly progress meetings for overall project management.
      - 2. Administrative reporting.
      - 3. Sharing outreach materials throughout Kane County to promote the project.
      - 4. Provide Conservation@Home outreach materials for the pick-up events.
      - 5. Finalize tree and shrub orders with nurseries and suppliers.
  - b. The **County of Kane**, if the Grant is awarded, shall be responsible for the following project-specific activities:
    - i. Participating in monthly progress meetings.

- *ii.* Developing and managing the online order submission platform for residents.
- iii. Producing a final count for the trees and shrubs to be ordered from nurseries or suppliers.
- iv. Connecting with the local realtors (and realtors' associations) to promote the project.
- v. Organizing and staffing local pick-up events (one in the fall of 2025 and one in the spring of 2026)

#### IV. Dispute Resolution

- a. Both members of this partnership recognize that Nicor is not a party to this MOU and any disputes between the parties must be resolved under the law applicable to this MOU.
- b. Partner agrees to indemnify, defend and hold harmless The Conservation Foundation and its affiliates, employees, agents, and independent contractors for any injury, property damage, liability, claim, or other cause of action arising out of or in attendant to this agreement.
- c. This Agreement will not be construed as creating or implying any relationship of Provider, franchise, partnership, or joint venture between the Parties. No party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose whatsoever.
- d. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois and venue will be proper in the Circuit Court of the respective County where the action accrues.
- e. This agreement revokes and supersedes all prior agreements between the parties, for the New Trees for New Homeowners Nicor Charitable Giving Grant and contains all terms and conditions.

#### V. Replacement of the **County of Kane** as Partner

- a. The Conservation Foundation or their legal representative upon determination of a violation of this partnership agreement may express in writing with 30 days' notice of termination of this MOU.
- b. The County of Kane or their legal representative must provide 30-day written notice to all remaining partners of their intention to leave the partnership.

#### VI. End of the Partnership

- a. Unless overridden by a new written agreement of the Partners, the Partnership shall end in one of the following ways:
  - The Conservation Foundation or their legal representative upon determination of a violation of this MOU may express in writing with 30 days' notice of termination of this MOU.

- ii. The County of Kane or their legal representative upon determination of a violation of this MOU may express in writing with 30 days' notice of termination of this MOU.
- iii. When the Grant is completed as determined by Nicor.

#### VII. Effective Date and Term

a. This MOU will take effect on November 10, 2025 by and between the **County of Kane** and **The Conservation Foundation**. The term of this agreement will follow the term of the grant agreement, should funding be awarded.

Print Name	Print Name		
Signature	Date	Signature	Date
County of Kane		The Conservation Foundation	