



ORDINANCE NO. 2025-03

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR
THE YEAR 2024 TO PAY DEBT SERVICE ON GENERAL OBLIGATION BONDS
(ALTERNATE REVENUE SOURCE), SERIES 2020, OF THE
PALATINE PUBLIC LIBRARY DISTRICT, COOK COUNTY, ILLINOIS.**

WHEREAS, The Board of Trustees (the “*Board*”) of the Palatine Public Library District, Cook County, Illinois (the “*District*”), by ordinance adopted on the 21st day of July, 2020, did provide for the issue of \$6,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2020 (the “*Bonds*”), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the District has deposited the Pledged Revenues in the Bond Fund (as each is defined in the Bond Ordinance) for the purpose of paying the debt service due on the Bonds due in that year; and

WHEREAS, it is necessary and in the best interests of the District that the tax heretofore levied for the year 2024 to pay such debt service on the Bonds be abated:

Now, THEREFORE, be it ordained by The Board of Trustees of the Palatine Public Library District, Cook County, Illinois, as follows:

Section 1: *Abatement of Tax.* The tax heretofore levied for the year 2024 in the Bond Ordinance is hereby abated in its entirety.

Section 2: *Filing of Ordinance.* Forthwith upon the adoption of this ordinance, the Secretary of the Board shall file a certified copy hereof with the County Clerk of Cook County, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2024 in accordance with the provisions hereof.

Section 3: *Effective Date.* This ordinance shall be in full force and effect upon its adoption.



ADOPTED this day 19th day of November 2024, pursuant to a roll call vote as

follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Debby Brauer
President, Board of Library Trustees

ATTEST:

Maureen DeRosa
Secretary, Board of Library Trustees



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

SECRETARY'S CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of The Board of Trustees of the Palatine Public Library District, Cook County, Illinois (the "Board"), and as such official am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete copy of Ordinance No. 2025-03 adopted by the Board on the 19th day of November 2024, entitled:

ORDINANCE NO. 2025-03

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR
THE YEAR 2024 TO PAY DEBT SERVICE ON GENERAL OBLIGATION BONDS
(ALTERNATE REVENUE SOURCE), SERIES 2020, OF THE
PALATINE PUBLIC LIBRARY DISTRICT, COOK COUNTY, ILLINOIS.**

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted 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 of the 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 at least 48 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 48-hour period preceding such meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and of the Public Library District Act of 1991 of the State of Illinois, as amended, and the Local Government Debt Reform Act of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Acts and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of said District, this 19th day of November, 2024.

Maureen DeRosa
Secretary, Board of Library Trustees



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois, and as such official I do further certify that on the ____ day of _____, 2024, there was filed in my office a duly certified copy of Ordinance No. 2025-03 entitled:

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2024 TO PAY DEBT SERVICE ON GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2020, OF THE PALATINE PUBLIC LIBRARY DISTRICT, COOK COUNTY, ILLINOIS.

duly adopted by The Board of Library Trustees of the Palatine Public Library District, Cook County, Illinois, on the 19th day of November, 2024, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 20__.

County Clerk of The County of Cook, Illinois

[SEAL]

Amendment No. Ten to
Northwest Community Healthcare Medical Office Building Lease Agreement

This Amendment No. Ten to Northwest Community Healthcare Office Building Lease Agreement this "Amendment" is dated as of September 1, 2024 (the "Effective Date"), by and between Northwest Community Healthcare, an Illinois not-for-profit corporation ("Landlord") and **Palatine Public Library District** ("Tenant"). Landlord and Tenant may be referred to herein individually as a "Party" and collectively as the "Parties."

Factual Background

A. Landlord and Tenant entered into a certain Northwest Community Healthcare Office Building Lease Agreement effectively dated February 15, 2000 (the "Original Lease") and Amendment One dated September 23, 2002, Amendment No. Two dated February 28, 2005, Amendment No. Three dated February 29, 2008 Amendment No. Four dated February 28, 2011, Amendment No. Five dated February 25, 2014, Amendment No. Six dated March 1, 2017, Amendment No. Seven dated March 1, 2018, Amendment No. Eight dated March 1, 2019 and Amendment No. Nine dated March 1, 2022 are collectively referred to as the Amended Lease for office space consisting of 1,194 square feet located at **1585 Rand Road, Palatine, Illinois 60074** (the "Premises").

B. The Term of the Amended Lease No. Nine is set to expire as of **February 28, 2025**. The Parties desire to restate the Term and otherwise amend the Original Lease as provided in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by execution hereof, the Parties hereby covenant and agree as follows:

1. Incorporation of Factual Background. The foregoing Factual Background is incorporated herein as if fully set forth.
2. Interpretation. This Amendment shall supplement the Original Lease and together shall be deemed to be one instrument (the "Lease"). In the event of any inconsistency between the terms and provisions of this Amendment and those contained in the Original Lease, the terms and provisions of this Amendment shall, in all instances, control and prevail. Unless otherwise defined in this Amendment, initially capitalized terms in this Amendment shall have the same meanings as set forth in the Original Lease.
3. Revised Language.

(a) This Amendment shall revise the language in Section 18 of the Original Lease to read in its entirety as follows:

Tenant shall pay to Landlord an amount as Rent equal to 100% of Rent herein provided during each month or portion thereof for which Tenant shall retain possession of the Premises after the termination of the Term, whether by lapse of time or

otherwise. At the option of Landlord, such holding over shall constitute a month-to-month tenancy. Such month to month shall not exceed six (6) months. Notwithstanding the foregoing, the provisions of this Section 18 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord at law or as provided herein.

4. Leased Premises: Landlord hereby leases to the Tenant that certain space known as Suite 400 incorporated herein (the "Premises") comprising approximately 1,081 square feet, and the Work room, comprising approximately 113 square feet.

5. Extension Date. The Term is hereby extended to and through **February 28, 2028** and that all Original Lease provisions, terms and conditions in effect as of the Effective Date shall continue to be binding and enforceable against the Parties according to their terms throughout the Term as extended, except as follows:

(a) Base Rent. Base Rent during the period of the restated Term shall be as follows:

<u>Lease Months</u>	<u>Monthly Base Rent</u>	<u>Total Rent</u>
3/1/25 to 2/28/28	\$796.00	\$9,552.00

6. Estoppel. Tenant makes the following statements pursuant to Section 19 of the Lease: (a) Tenant is in possession of the Premises and has accepted the Premises; (b) Tenant has: neither received nor given any notice of default pursuant to the terms of the Lease; and, to Tenant's knowledge, Landlord is not in default under the Lease nor is there a condition which with the passage of time or furnishing of notice, would ripen into a default under the Lease; (c) Tenant has not paid any security deposit under the lease and (d) Tenant has not assigned all or any part of its interest in the Lease and Tenant has not subleased all or any part of the Premises.

7. Broker. Tenant agrees to indemnify Landlord for any claim for commission or other compensation in connection with this Amendment by any broker, agent or finder, including reasonable attorneys' fees and disbursements incurred by the Landlord in defense of any such claim.

8 Miscellaneous.

(a) Entire Agreement. The entire agreement of the Parties is set forth in this. Amendment together with the Original Lease. No other agreement or understanding with respect to the Lease shall be valid or of any force or effect.

(b) Lease in Full Force and Effect. Except as amended by this Amendment, all the terms and provisions of the Original Lease shall remain in full force and effect, the Parties hereby ratifying the Lease.

(c) Representations. Each of the Parties represents and warrants to the other that this

Amendment is a valid and binding obligation of such Party; that each of the terms of this Amendment is enforceable against such Party in accordance with its terms; and that the person signing on behalf of the respective Parties is fully and lawfully authorized and directed to execute and deliver this Amendment, Without the necessity of the consent or joinder of any other party.

(d) Counterparts. This Amendment may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, all such counterparts together constituting but one and the same instrument.

9. Section 3.3 and 3.4 of the original Lease are hereby deleted in their entirety.

10. Option to Terminate. Both Landlord and Tenant shall have the option to terminate (a) if for any reason for function or purpose of the Community Resource Center which houses the leased premises (Rand Road branch) changes to any function or purpose other than the provision of social services (b) if the Partners for Our Communities organization ceases operations or the Community Resource Center is sold at any time, the Landlord or Tenant may terminate the Lease agreement without liability for further rent.

[Remaining portion of this page left blank]

The parties have signed this Amendment effective as of the date set forth at the top of the first page, which will be the date Landlord signs this Amendment.

LANDLORD:
NORTHWEST COMMUNITY
HEALTHCARE, an Illinois not-for-profit
corporation

By: _____

Name: Doug Welday

Title: Chief Financial Officer

Date: _____

TENANT:
PALATINE PUBLIC LIBRARY
DISTRICT, COOK COUNTY, IL

By: _____

Name: _____

Title: _____

Date: _____



INTERNAL MEMO

TO: Library Board of Trustees
FROM: Gregg Szczesny, Facilities Manager
DATE: 11/12/24
SUBJECT: Utility Contracts

Trustees,

Our utility contracts are expiring early next year, Electricity February 2025 and Gas April 2025. I have been working with our broker on new pricing. I tried to obtain pricing from another energy supplier, but he would not comply unless he was guaranteed a meeting with the Board.

ELECTRICITY

Our current electric only price is \$.05036/kwh. We have an opportunity to save on energy costs based on the new pricing below, however everyone will pay more in increased capacity costs.

New pricing for electric only contract with March 2025 start date:

- 12 months: \$.04405/kwh
- 24 months: \$.04493/kwh (Recommended)

Capacity is a variable rate and will increase yearly spending by about 20% beginning next June. Both our energy broker and another energy supplier does not recommend that we purchase fixed pricing on the Capacity. Both feel that Capacity pricing will increase in June but may come down afterward. The library's annual spend on electricity is approximately \$200,000. Our broker estimates that beginning in June the Capacity rates will take effect, and approximately a \$20,000 additional cost for electricity next year.

Electricity costs will likely go up in the winter months, so I would recommend that we lock in the new pricing for 2 years.

GAS

Currently the library's natural gas is at a fixed rate of \$.488/therm thru April 2025. New pricing for gas contract with May 2025 start date:

- 12 months: \$.459/therm
- 24 months: \$.481/therm



Our broker has no inkling what will happen with gas pricing. We could wait and hope for pricing to fall, or just lock in now that the rate is slightly lower.

Please note that all energy pricing is subject to change between the date of this memo and the Board meeting. I will bring contracts with up-to-date pricing on 11/19/25 for the Board's review.

COMMUNITY SOLAR

Our current broker, Vanguard/Nextera has a division called Usource which offers a state sponsored sustainable energy program called Community Solar. Detailed information is included in the Board packet. Community Solar provides an opportunity to invest in renewable energy and potentially benefit from some electricity cost reduction. The energy savings is nominal around 10%, but it is a low-risk endeavor with potential environmental benefits and a means to demonstrate to the community the library's efforts to seek sustainable energy solutions. I would recommend that the Board consider this program as I can see only potential benefit to the environment and the library.

Sincerely,

Gregg Szczesny (Facilities Manager)



Agreement is Not Valid Unless Executed by Seller

Constellation NewEnergy, Inc. Electricity Supply Agreement – Fixed Price Solutions

PALATINE PUBLIC LIBRARY DISTRICT (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. We will apply all appropriate Taxes unless and until you provide a valid certification of tax exempt status. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1 Definitions of the General Terms and Conditions.

Table with 2 columns: Cost Category and Status. Rows include Energy Costs (Fixed), Ancillary Services And Other ISO Costs (Passed Through), Auction Revenue Rights Credits (Fixed), Capacity Costs (Passed Through), NITS Costs (Passed Through), Transmission Enhancement Costs (Passed Through), Transmission Loss Credits (Fixed), Line Loss Costs (Fixed (Charged Separately)), FERC Order 745 Costs (Passed Through), Balancing Congestion Costs (Passed Through), and Transmission Reallocation Costs (Fixed).

The contract prices contained in the Account Schedule include credit costs and margin. Any applicable RMR Costs will be passed through to you.

Renewable Portfolio Standards Costs (“RPS Costs”). Pursuant to the Future Energy Jobs Bill (Illinois Public Act 099-0906) charges for RPS Costs are now collected as UDC Delivery Charges (“RPS UDC Charges”). If during the term of this Agreement, some or all of the RPS UDC Charges are no longer invoiced as UDC Delivery Charges, Seller will pass those charges through to Customer.

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions (“RTTs”) between us. If we both agree to the

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pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the ISO-published Day Ahead Locational Based Marginal Price for the applicable residual zone ("LMP") + \$.018000/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). If you have elected to receive a single bill from us for one or more of the Account(s) served hereunder, we will invoice you for all UDC Charges and related Taxes for those Account(s) ("Seller Consolidated Billing"). If you have elected to receive a single bill from the UDC for one or more of the Account(s) served hereunder, the UDC will invoice you for all of our charges and all UDC Charges and related Taxes for those Account(s) ("UDC Consolidated Billing"). Otherwise, we will invoice you for all our charges and the UDC will invoice you for all UDC Charges and related Taxes for those Account(s) which we refer to as "Dual Billing." Initially all your Account(s) will be billed as follows, which may change based on your Account(s) eligibility: **Seller Consolidated Billing.** All amounts charged are due in full within forty-five (45) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less; and we may withhold any payments due to the UDC until we receive such payments. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Illinois, your aggregate consumption and usage during any 12 month period is greater than 15,000 kilowatt-hours and that the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at CustomerCare@Constellation.com.

Authorization. You authorize the UDC to provide us with your historical and future energy billing and usage data (which includes your electricity usage levels for distinct time periods as short as 30 minutes, to the extent that this information has been recorded and retained by the UDC). This authorization is for purposes of the development and provision of current and future products or services in connection with the services contemplated in this Agreement, and will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-844-6-ENERGY. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

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Sales Rep: Andrew L Dickerson G580882.32616.0 Printed: 10/7/2024

UDC Name	UDC Abbreviation	Contact Numbers
Commonwealth Edison	COMED	1-800-334-7661

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: Palatine Public Library District

Signature: _____

Signature: _____

Printed Name:

Printed Name:

Title:

Title:

Date: _____

Address: 1001 Louisiana St. Constellation Suite 2300
Houston, TX 77002

Address: 700 N North Ct
Palatine, IL 60067-8159

Attn: Contracts Administration

Fax: **888-829-8738**

Fax:

Phone: **844-636-3749**

Phone:

Email:

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General Terms and Conditions

1. Definitions.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights Credits" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are "Passed Through", such credits shall be reasonably calculated by us as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by an Account's applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by us.

"Balancing Congestion Costs" means any costs or charges imposed by the ISO in complying with the Federal Energy Regulatory Commission's Order on Rehearing and Compliance regarding Docket Nos. EL16-6-002, EL16-6-003 and ER16-121-001 (January 31, 2017).

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015).

"Deration Credits" means the transmission loss deration value for each Account as accounted for by the ISO for the applicable UDC. If Deration Credits are noted as fixed in the contract price, then (a) the Retail Service Price will reflect the transmission loss deration value and (b) Line Loss Usage shall instead be defined as the kWh difference between the UDC metered usage and the ISO settlement volumes without any inclusion relative to the transmission loss deration value.

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule.

"FERC Order 745 Costs" means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the "Line Loss Usage"). If Line Loss Costs are "Fixed," the Line Loss Costs

are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are "Fixed (Charged Separately)", the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

"NITS Costs" means the cost for Network Integration Transmission Service provided by the ISO as identified in the applicable OATT Tariff for the provision of transmission service within the UDC's service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below.

"Non Time Of Use" or "NTOU" means all hours of each day.

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC.

"Renewable Portfolio Standards Costs" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law.

"RMR Costs" or "Reliability-Must-Run Costs" means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"Transmission Enhancement Costs" means the Transmission Enhancement charges or credits, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below.

"Transmission Loss Credits" means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

"Transmission Reallocation Costs" means a charge or credit, as applicable, imposed by the ISO specifically for: (i) the Current Recovery Charges; and (ii) the Transmission Enhancement Charge Adjustments (each of (i) and (ii) as defined in the settlement agreement approved by FERC as of May 31, 2018 in Docket Number EL05-121-009 for the time periods identified therein and implemented in the OATT Schedule 12-C Appendices A and C, respectively, and as may subsequently be amended). Any modifications or conditions to the treatment of the Transmission Reallocation Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 below.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this

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Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

FOR INTERNAL USE ONLY

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request.

Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

FOR INTERNAL USE ONLY

ACCOUNT SCHEDULE:
For: Palatine Public Library District
The Pricing set forth below is only valid until 5:30 PM Central Prevailing Time on October 7, 2024

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.
Please verify that your specific information is COMPLETE and ACCURATE.
Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 1

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
COMED	4201605264	700 N. North Court, Palatine, IL 60067	03/14/25	03/13/26	\$0.04489

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to Vanguard Energy Services, L.L.C. ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

FOR INTERNAL USE ONLY

September 2024

Community Solar Overview

Prepared for Palatine Library



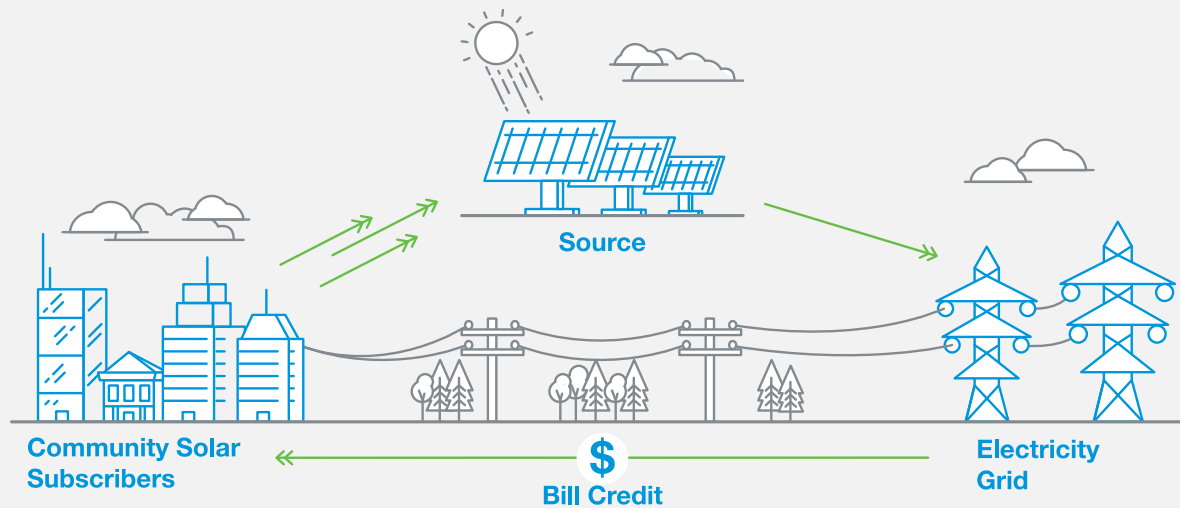
Agenda

Our goal today is to describe our process, learn about your specific needs, and share next steps

- **Intros**
- **Community Solar primer**
- **How we help**
- **Procurement process**
- **Discussion**
- **Next steps**

Community Solar

A state sponsored program to save on electric bills



How does community solar work?

- » State legislation supports renewable development
- » Developers build solar arrays “offsite”
- » Clean electrons added to the grid
- » Customer “subscribes” to a particular array
- » Customer receives bill credits
- » Typical savings are ~10%
- » That’s it!

Community Solar

A low impact way to support solar development and save money while doing so

No need for roof or land space

There is no on-site construction. You tap into solar energy savings from panels located off site in a different location that are owned and maintained by others.

Reduced energy bills

As soon as the solar project goes live your organization will get a direct discount on your electricity bill every month of approximately 10%.

No upfront costs

There is no out of pocket expense. You subscribe to a community solar program and save on your bill — you do not purchase panels.

Environmental and community support

Participating in Community Solar promotes solar and renewable development locally, demonstrates your commitment to clean energy, and supports the local economy.



Why Usource?

Usource does the “heavy lifting” to help find you a credible project, mitigate risk and evaluate the best offer.

As your advisor, Usource will:

Solicit proposals from our pool of vetted and pre-qualified community solar providers

Strategize with you to understand your goals, needs and objectives

Create a specification and release an RFP to our community solar providers

Evaluate provider offers to determine highest client value including price, risk, and contractual terms

Present findings along with our recommendation

Assist with contracting with “winning” provider

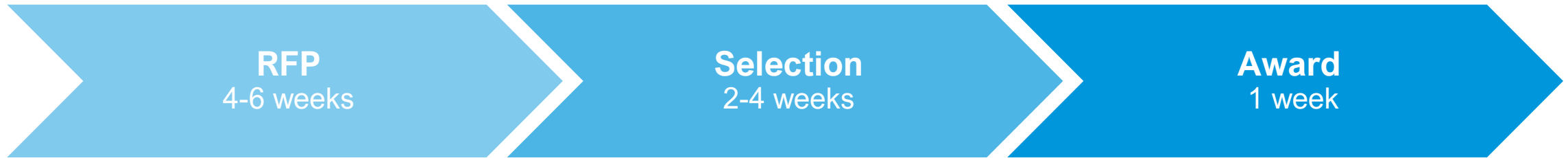


There is no cost to you to work with Usource on community solar procurement.

Our fee is budgeted for and paid by the winning provider.

Process & Timeline Overview

Usource can assist with the procurement process to ensure efficient execution, as well as competitive developer participation



- » Strategy call with customer
- » Specify customer goals and needs
- » Invite qualified vendors to participate
- » Allow for other ideas and contracting options

- » Evaluate and prioritize selection criteria
 - Price
 - Term
 - Termination
 - Financing strength
 - Experience
 - Other?
- » Present client with offer matrix
- » Review with client

- » Notify selected vendor with conditional award
- » Keep a “backup” vendor
- » Review appropriate contracting materials, and offer feedback
- » Follow up with vendor and client to ensure a smooth transition

Next Steps

- » Customer to review and execute Usource's Consulting Agreement
- » Usource to gather and analyze customer energy data
- » Usource to run RFP and present results to customer's key stakeholders

Thank You!



Steve Birndorf

Director, Renewable Energy Consulting

415.378.5885

Steve.Birndorf@NextEraEnergy.com



Jeny Parakkattil

Senior Product Manager, Renewable Energy Consulting

346.206.8623

Jeny.Parakkattil@NextEraEnergy.com



Community Solar Consulting Service Agreement

This Community Solar Consulting Service Agreement, including Attachments A, B, and C, (collectively, "Agreement") is entered into by and between Usource, L.L.C., a Delaware limited liability company ("Usource"), and ("Client"), and will be effective as of the Effective Date set forth in the signature block. Usource and Client are collectively referred to as the "Parties".

Client wishes to engage Usource to act as Client's consultant in connection with Client's participation in a community solar program pursuant to the terms and conditions set forth herein.

In consideration of the promises contained in this Agreement and for other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound, hereby agree as follows:

1. Rights and Obligations of Client

- a) During the term of this Agreement, Client hereby appoints Usource as its exclusive broker for the solicitation of community solar resources on Client's behalf and in connection therewith grants Usource the exclusive authority to solicit community solar supply contracts on behalf of Client for those accounts which Client has designated to Usource ("Accounts"), as set forth on Attachment A, attached hereto and incorporated herein. In performing services for Client, Usource will be acting at all times as an independent contractor and not as an agent or employee of Client. Nothing contained in this Agreement will place the Parties into a relationship of partners, joint ventures, principal-agent, or employer-employee, and neither party will have any right to obligate the other in any manner whatsoever, nor represent to third parties that it has any right to enter into any binding obligation on the other party's behalf, except as otherwise expressly agreed in writing.
- b) Client agrees to make available to Usource upon its request information regarding Client's creditworthiness and historical and projected energy requirements (collectively, "Client Data") to enable Usource to perform community solar brokerage and consulting services for Client hereunder, including but not limited to: (i) Client's tax identification number; (ii) Copies of recent utility bills for each Account; (iii) Signed authorization form(s) to access utility historical usage; (v) Client's current energy supplier; (vi) Copy of existing supplier agreement; (vii) date that Client wants to begin receiving community solar, (viii) historical usage, (ix) planned future usage, and (x) audited financials (if required by a community solar developer).
- c) Client authorizes Usource to discuss with the utility and or supplier on behalf of Client issues pertaining to energy supply, transmission, transportation, distribution, and billing services.
- d) Client agrees to forward to Usource all proposals received directly from each community solar supplier related to the delivery of community solar during the term of this Agreement and to instruct such community solar supplier that Usource has been engaged to procure community solar on behalf of the Client.
- e) Client, at its sole discretion, will enter into community solar supply contract(s) directly with supplier(s). Usource shall not be a party to any such community solar supply contracts.
- f) Client represents and warrants that Client is not under a contractual obligation to participate in a community solar program from, by, or through any third-party with respect to the Accounts for the period of time designated by Client to Usource hereunder.
- g) Client represents and warrants that it has all requisite power and authority to enter into and perform under this Agreement and that this Agreement is enforceable against Client in accordance with its terms.
- h) Client acknowledges that Usource will collect a transaction fee from community solar suppliers for community solar supply contract(s) brokered by Usource and executed by Client. Client agrees that should Client consummate a community solar participation agreement for one or more of the Accounts which agreement is not brokered by Usource without first terminating this Agreement in accordance with section 3 herein, Client shall pay to Usource the fee which Usource otherwise would have collected.
- i) Client agrees to keep the terms and provisions of this Agreement, as well as any subsequent community solar participation agreement(s), confidential except to the extent required by law to disclose such information.

2. Rights and Obligations of Usource

- a) Usource agrees to perform the Services as more fully described in Attachment B, attached hereto.
- b) Usource and Client may agree to have Usource provide additional energy-related products and services, the scope and price of which would be set forth in a detailed Attachment C, executed by both parties, an example of which is attached hereto. If no such detailed Attachment C is executed by the parties and attached hereto, Usource shall not be required to provide any additional products or services.
- c) Usource represents and warrants that it has all requisite power and authority necessary to enter into and perform this Agreement, and that this Agreement is enforceable against Usource in accordance with its terms.
- d) Usource is acting solely as a broker for Client under this Agreement and shall have no liability for any failure or alleged failure of any supplier to perform any or all of its obligations under a community solar participation agreement between Client and such supplier.

3. Term and Termination

- a) The term of this Agreement will begin on the date Usource executes it and will expire one year after the Effective Date set forth in the signature block, subject to the earlier termination in Section 3(b) below ("Initial Term"). The Initial Term will be automatically extended on an annual basis unless a Party notifies the other Party, at least thirty (30) days in advance of the expiration of the Initial Term, that the Agreement will not renew after such expiration ("Renewal Term"). The first Renewal Term, if any, and each Renewal Term thereafter, if any, will automatically be extended on an annual basis unless a Party notifies the other Party, at least thirty (30) days in advance of the expiration of the Renewal Term, that the Agreement will not renew after such expiration. The Initial Term, along with the Renewal Terms, if any, shall collectively be referred to as the "Term" of this Agreement. Notwithstanding the foregoing provisions, the Term shall be automatically extended if, and to the extent, the expiration date (if any) for Services under a SOW falls after the end of the expected Term.
- b) Either party may terminate this Agreement at any time, with or without cause upon ninety (90) days non-electronic written notice.
- c) Notice to Client or Usource shall be sent to the applicable address provided in the signature block.
- d) Notice of termination shall be delivered by hand delivery or overnight courier and shall be deemed effective upon the date of delivery indicated on the delivery receipt.

4. LIMITATION OF LIABILITY

- a) **USOURCE'S LIABILITY ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT, AND THAT OF USOURCE'S AGENTS, AFFILIATES, PARENTS, REPRESENTATIVES, AND EMPLOYEES, IS LIMITED TO THE AMOUNT OF UP TO TWELVE (12) MONTHS OF THE FEES COLLECTED BY USOURCE WITH RESPECT TO TRANSACTIONS UNDER THIS AGREEMENT. IN NO EVENT SHALL USOURCE HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSSES RESULTING FROM CHANGES TO ENERGY COSTS, ANTICIPATED SAVINGS, BUSINESS, CONTRACTS, REVENUE, TIME OR GOODWILL.**

5. JURY TRIAL WAIVER

- a) **THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THE AGREEMENT OR THE PERFORMANCE OF THE SERVICES BY USOURCE HEREUNDER.**

6. No Promise or Guaranty of Savings or Reduction; Disclaimer of Warranty

- a) USOURCE does not make, and nothing herein shall be construed as making, any guaranty, promise, warranty, or representation that Client will experience savings or reduce its energy consumption with respect to any services in this Agreement. EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH HEREIN, USOURCE disclaims all WARRANTIES, REPRESENTATIONS AND GUARANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO THE SERVICES. Savings and reductions in costs and usage are dependent upon a number of factors outside of USOURCE's control, including market commodity prices, changes in regulations, taxes and tariffs, cost of transmission, transportation and distribution of energy by pipelines and utilities, Client's creditworthiness, Client's operations and usage

behavior.

7. Market Risk Disclaimer

a) Notwithstanding any provision in this Agreement to the contrary, the following terms apply: Client makes its own independent decision to procure community solar, develop its risk policy and tolerance to market price risk, enter into community solar supply agreements and to execute community solar purchases thereunder. Client acts on its own account to determine if any such purchase is financially appropriate for it regardless if that determination is based on its own judgment or on any advice Client may obtain from third parties (including Usource). Client is not relying and shall not rely on communications, information, or explanations of any type from Usource, as trading advice, legal advice, investment advice or an endorsement to take any specific action or withhold action. No communication from Usource, regardless of form, is an assurance or guarantee as to the expected results under the Agreement. Neither Party acts as a fiduciary or advisor to the other Party with respect to the Agreement or its underlying purchases. Usource and its owners, directors, officers, employees and affiliates shall not be liable in tort, contract or otherwise to Client or any third party for the use, dissemination or reliance on the services, information, and/or advice provided.

8. Additional Energy Related Products

a) Client authorizes Usource to use and disclose to any affiliate(s) of Usource, and any of their third-party service providers, any Client Data on a confidential basis for the purpose of potentially providing to Client and any of Client's affiliates opportunities to purchase energy-related products or services.

9. General Matters

a) No waiver of any provision hereof shall be valid except to the extent set forth in a non-electronic writing by the party giving the waiver. No such waiver will constitute a waiver of any other provision or constitute a continuing waiver unless expressly provided. Any provision of this Agreement held to be invalid, illegal or unenforceable will be severed from this Agreement without affecting the validity, legality or enforceability of the remainder of this Agreement. Termination of this Agreement in no way shall restrict Usource from collecting any fees from a community solar supplier for community solar supply contracts brokered by Usource and executed by Client prior to termination. This Agreement constitutes the entire understanding of the Parties with regard to the subject matter hereof and supersedes all prior agreements. This Agreement shall be governed by the internal laws of the State of New York. Each party hereby designates the New York state courts of competent jurisdiction or the United States District Court for the Southern District of New York as the exclusive courts of proper jurisdiction of any suit, claim, action or other proceedings, whether at law or in equity, relating to this Agreement, and venue for any such suit, claim action or other proceedings shall be in the Borough of Manhattan, New York.

Usource, L.L.C

Client

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____

Date: _____

Address:

Address: _____

Usource, L.L.C.
One Liberty Lane East, #220
Hampton, New Hampshire 03842

Attn: Managing Director

Tax ID: _____

Community Solar Consulting Service Agreement

Attachment B: Scope of Work and Services

Client:

This Scope of Work and Services ("SOW") dated as of the Effective Date set forth in the signature block on page 3 of the Agreement, has been executed pursuant to the Community Solar Consulting Service Agreement, by and between Usource and Client. All terms, conditions and provisions of the Agreement are expressly incorporated herein by reference, and Usource's performance of the Services described in this SOW are subject to the terms, conditions and provisions of the Agreement. Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings ascribed to such terms in the Agreement.

Scope of Work and Services: Usource shall assist Client with the following Scope of Work and Services. Usource will solicit proposals from selected contractors on behalf of Client and evaluate the bids received in response to the solicitation as described below. Usource will help Client evaluate the Community Solar Program and, if feasible, help secure bill credits under the program by performing the following Services. Usource will:

- Educate Client on the Community Solar Program available in their state and utility
- Advise on the benefits and risks of the program
- Develop a Request for Proposal (RFP) to solicit proposals from community solar providers
- Distribute RFP to select group of well-qualified vendors
- Manage communications with vendors and answer questions as needed
- Analyze RFP responses and create a summary report for Client
- Consider key proposal terms, such as:
 - Price
 - Tenor
 - Termination provisions
 - Other provisions impacting risk
- Assist Client in selecting Vendor based on key criteria, including:
 - Overall experience and similar qualifications
 - Market specific experience – permitting, zoning, interconnection, etc.
 - Financing capabilities
 - Confidence in project execution
 - General risk assessment
- Quantify and qualify the value of the offer, highlight any risk
- Meet with Client as necessary to review offers and assist in selecting a vendor
- Review vendor contract and commercial terms with customer (as business advisor, not legal counsel)

Fees, Invoices and Payment: For the Services described in this SOW, Client shall pay Usource as described below:

- Usource will be compensated through a success fee structure. Usource's Fee for providing the Services will be paid by the selected Vendor upon the Vendor's signing of a definitive agreement with the Client.
- Client is not obligated or required to select or contract with a recommended community solar provider.

Usource, L.L.C

Client

By: _____

By: _____

Usource, L.L.C.
One Liberty Lane East, #220
Hampton, New Hampshire 03842

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____

Date: _____

Community Solar Consulting Service Agreement

Attachment C: Additional Energy-Related Products and Services

Client:

If Client chooses additional services, the scope and associated cost for the services will be defined in a signed Attachment C or in a separate written, signed agreement.

Example services that can be provided or sourced by Usource include:

- Sustainability strategy and consulting
- On-site solar feasibility, analysis and procurement
- Virtual Power Purchase Agreements
- Electricity and natural gas procurement
- Peak Load Management
- Demand Response
- Renewable Energy Credits
- Distributed Energy Resources, such as solar and CHP
- Energy Efficiency projects such audits, lighting and HVAC replacements
- Utility Invoice Management
- Other energy related consulting services

3—Library Operations

3-1 Hours of Operation

The Board of Library Trustees of the Palatine Public Library District (the Library) sets the hours that Library facilities will normally be open to the public. A listing of hours of operation for each facility is detailed in Appendix 3A. (Adopted 12-12-90; Last Revised 5-9-18, Effective 6-1-18)

3-2 Holidays

The Library will be closed for official holidays, as delineated in Policy 9-6.1 Holidays and Other Scheduled Closings. (Adopted 8-13-86; Last Revised 9-20-22, Effective 10-1-22)

3-3 Emergency Closings

Any decision to close the Library because of emergency must be approved by the Board President, or in their absence, any other member of the Board. In the event that no Board member can be reached, the Executive Director or designee may close a Library facility and give notice to Trustees as soon as reasonably possible. Emergency situations may be defined as, but not limited to the following:

- damage to building that would endanger staff or public
- complete power failure ~~for an extended period~~
- loss of water to the building
- ~~loss of heating system during winter (interior temperature drops below 55 degrees) or~~
- HVAC system failure
- extreme weather conditions
- explosions, fire in neighboring buildings, or other catastrophes that demand the immediate clearance of the building

(Adopted 3-14-74; Last Revised 9-20-22, Effective 10-1-20)

3-4 Code of Conduct and Loss of Library Privileges

All visitors are expected to follow the Library's Code of Conduct (see Appendix 3D—Code of Conduct).

The Board may exclude from the use of the Library any person who willfully or negligently violates an ordinance or regulation prescribed by the Board (75 ILCS16/30-55.55). The Board gives the Executive Director the authority to make decisions about banning persons from use of the Library.

Visitors to the Library may be banned from the Library facilities, parking areas, and grounds by Library staff when they disrupt normal activities through any behavior including but not limited to the following:

- excessive and continued noise
- running in the building
- fighting
- threatening, harassing, (in-person or electronically) or assaulting a staff member or member of the public
- deliberate damage of Library resources
- smoking, vaping, or possession of alcohol or recreational drugs
- serious violation of Library policy
- lack of safe, hygienic attire
- other unacceptable behavior

Such visitors may be banned from the Library services and facilities (including parking areas and grounds) until such time and upon such conditions as determined by the Executive Director.

Persons banned from the Library may appeal the decision to the Board. The decision of the Board is final. (Adopted 2-9-83, Last Revised 10-17-23, Effective 11-1-23)

3-5 Weapons, Hazardous Materials, and Dangerous Behavior

Weapons, as defined and restricted under applicable federal, state, and local statutes and ordinances, including the Illinois Firearm Concealed Carry Act (430 ILCS 66), are prohibited in all Library facilities. Staff members will contact emergency authorities immediately if they reasonably suspect that a dangerous weapon may be present. Dangerous weapons include but are not limited to guns, explosives, bombs, certain chemicals, and knives. All sworn law enforcement officers are exempt from the prohibition against concealed firearms, as provided by state and federal law.

Nothing in this policy should be construed to prohibit, abridge, or in any way hinder the religious freedom of any person or group.

Hazardous materials and substances that are capable of posing an unreasonable risk to health, safety, or property are prohibited in all Library facilities and grounds. These items include but are not limited to materials that are flammable, explosive, corrosive, toxic, or radioactive. Staff will contact emergency authorities immediately when they become aware of the possibility of hazardous materials present.

Dangerous behavior is prohibited in all Library facilities and grounds. Such behavior includes any behavior that appears to threaten the safety of persons or property. (Approved 2-14-07; Last Revised 10-20-20, Effective 11-1-20)

3-6 Unattended Children

To ensure the safety and well-being of children on Library premises, parents or guardians are responsible for their children whether or not a parent or guardian is present. Children under age 9 must be closely supervised by a parent or other responsible person age 12 or older at all times on Library premises.

Children unattended during hours of operation: If a child under age 9 is unattended in the Library during hours of operation, staff will seek to locate the responsible person within the Library. When this person and the child are reunited, staff will inform them of this policy.

If the responsible person cannot be located within the Library, the staff will obtain the parent's or guardian's phone number, if possible. When the parent or guardian is contacted, they will be notified of this policy and asked to come to the Library to assume responsibility for the child. If the parent or guardian does not provide appropriate supervision or the parent or guardian cannot be reached within 30 minutes, staff will contact law enforcement and ask that they assume responsibility for the child.

Children unattended at closing: The designated person in charge and another staff member will stay with any unattended child under the age of 12 and will repeat the procedures listed for contacting the parent or guardian of an unattended child during operating hours.

If a child has not been picked up and a parent or guardian has not been reached 15 minutes after the Library has closed, staff will call law enforcement and ask that they assume responsibility for the child.

If the child tells staff that a parent or responsible adult has been contacted and is on the way to pick up the child but that person has not arrived by 20 minutes after the Library has closed, staff will call law enforcement and ask that they assume responsibility for the child. (Adopted 2-13-08; Last Revised 10-17-23, Effective 11-1-23)

3-6.1 Vulnerable Adults

All adults who can understand and follow the Library's policies and who can care for themselves are welcome in the Library. Vulnerable adults must be attended and have adequate supervision by an adult over the age

of 18 during their visit. A vulnerable adult is functionally, mentally, or physically unable to care for themselves and should not be left unattended or unsupervised when in the Library. Library facilities are neither designed nor licensed to provide adult care needs.

If it is determined a vulnerable adult is in the Library without a parent, legal guardian, or caregiver, staff will attempt to contact the parent, legal guardian, or caregiver. If a parent, legal guardian, or caregiver cannot be reached within 30 minutes, law enforcement will be contacted and asked to assist, including at closing time. (Adopted 10-20-20, Effective 11-1-20)

3-7 Use of Library Facilities, Grounds, and Services

The Library's facilities are open for use by Library residents and other members of the public during hours established by the Board. The Library reserves the right to establish rules and restrictions for use of facilities and services, including those listed in Appendix 2A. Some areas in the Library facilities are designated as non-public spaces and are not open to the public. Some examples of non-public spaces include staff workspaces and break rooms.

The Main Library property includes adjacent parking areas and a designated drop-off zone on North Court in front of the building. This area in front of the building is intended for drop-off or pick-up of Library visitors and for visitors using the outside walk-up materials return or the Library's curbside service. This area is also a parking area for any emergency vehicles that may need to be at the Library. Cars may stand in the drop-off zone for up to five minutes.

Visitors must abide by all posted traffic control signs on Library property and operate vehicles in a safe, controlled manner. (Adopted 3-11-98; Last Revised 10-17-23, Effective 11-1-23)

3-8 Food or Drink in Library Buildings

Covered beverages are permitted in Library facilities.

Consumption of food or uncovered beverages is permitted only in ~~meeting rooms,~~ the vending area, and other designated areas at the Main Library. (Last Revised 8-17-21, Effective 9-1-21)

3-9 Alcoholic Beverages

Possession of alcohol on Library grounds is prohibited. However, ~~t~~The Board of Library Trustees recognizes that, ~~from time to time,~~ it may be reasonable and beneficial to allow alcoholic beverages to be served on

Library property during fundraising events or during programs of a cultural or educational nature with advance approval by the Executive Director. Use of alcoholic beverages will be in compliance with the Illinois Liquor Control Act of 1934 (235 ILCS 5/1 et seq.).

Serving of alcoholic beverages will be permitted only at Library events or at events co-sponsored by the Library. Serving of alcoholic beverages will not be permitted at any event unless first approved in writing by the Executive Director. Outside groups or individuals conducting a meeting or event at the Library are not allowed to serve alcoholic beverages unless the event conforms to the requirements of this policy.

Alcoholic beverages may be served at preapproved events held within an enclosed or controlled space on Library grounds. This enables the Library to :

- prevent access to the general public during the event
- prohibit alcoholic beverages from being removed from the event space by attendees
- prevent the sale or distribution of alcoholic beverages to persons under the age of 21
- prohibit attendees from bringing outside beverages to the event

Alcoholic beverages may be served at preapproved events by catering staff secured for such purpose by the Library or by any Library staff member or volunteer who is of legal age and designated by the Executive Director to do so.

The Library reserves the right for its staff, contractors, and representatives to refuse the distribution or sale of alcohol to any guest who appears to be intoxicated, inebriated, or impaired due to alcohol consumption. To prevent underage drinking, identification will be checked. Acceptable forms of identification include a valid current driver's license or photo ID card, a valid Armed Forces ID, or other appropriate forms of identification acceptable under the Illinois Liquor Control Act.

In the event that this policy or any other Library policy is not complied with, the Library reserves the right to discontinue the service of alcohol at the event or the event itself.

The Illinois Liquor Control Act of 1934 [235 ILCS 5/6-21(a)] requires the Illinois Comptroller to determine each year the liability limits for causes of action brought under the Act. When serving alcoholic beverages, the Library must provide liability insurance with a coverage limit that saves harmless the Library from all financial loss, damage, or harm under the maximum liability limits set forth in the Act. The Library's liability insurance coverage is determined annually. The Executive Director shall ensure that

Library's liability insurance coverage meets the parameters set forth in this policy. Any other business or organization that ~~wishes-is approved~~ to sell alcoholic beverages at events held in any Library building or on Library property must maintain dram shop liability insurance in maximum insurance coverage limits so as to hold harmless the Library from all financial loss, damage, or harm. A current certificate of insurance must be presented before any alcohol can be dispensed or sold. (Adopted 7-20-21; Last Revised 10-17-23, Effective 11-1-23)

3-10 Photography and Recording in the Library

Library staff members may take photographs and video recordings of participants in Library programs or activities. All persons attending Library programs and activities agree that any photograph, audio recording, or video recording may be used by the Library for promotional purposes, including its digital media, social media, websites, brochures, and other publications, without additional prior notice or permission and without compensation to the participant.

Visitor names will never be used without the visitor's written consent. If a visitor prefers not to have Library staff photograph or film-record them or a member of their family, that visitor should notify a staff member at that time.

While the Library is a public place, it is considered a "limited public forum" under federal law. Public libraries may reasonably restrict the exercise of free speech rights in their buildings, particularly when the conduct would disrupt or interfere with other visitors or staff or be inconsistent with the Library's mission.

Subject to the preceding paragraph, visitors are permitted to take photos, video, or audio recordings within the public spaces of Library facilities, provided it is for personal use, does not create a safety hazard, and does not block library aisles, walkways, stairwells, doors, or exits. Library access ~~by photographers~~ for photography and recording may be limited either by time constraints or to specific areas depending upon the impact such sessions could have upon other library users. ~~The taking of photos or videos~~ Photography and recording is strictly prohibited in the following non-public spaces: restrooms, rooms reserved for nursing, - areas reserved for staff use only, employee offices, and other areas of Library facilities not open to the public. Persons taking photos or recording ~~and videos~~ shall not compromise an individual member's right to receive information free from harassment, intimidation, or threats to their safety, well-being, and privacy rights. Visitors taking photos and videos-recording shall not violate the law in their activities and shall not trespass into non-public spaces,

become physically violent, or be unreasonably disruptive to an employee's ability to serve other visitors.

Pursuant to Section 120/2.05 of the Illinois Open Meetings Act (5 ILCS 120/1 et seq.), any person may record the proceedings of the Library Board and other meetings required by the Act to be open to the public. The recordings shall not disrupt the meeting or create a safety hazard.

In order to ensure that such activity would not be disruptive to or interfere with the Library staff or visitors or be inconsistent with the Library's mission, anyone proposing to engage in extensive or commercial filming in the Library or anywhere on Library property must request and receive preapproval by the Executive Director. (Adopted 4-9-14; Last Revised 10-17-23, Effective 10-1-23)

3-11 Lost and Found Items

The Library maintains a lost and found. Reasonable attempts will be made to contact the owner of lost items if identifying information is available. Staff will attempt to return items identified as owned by other organizations to those organizations. After four weeks, unclaimed items become Library property.

Unclaimed books will be donated to the Friends of the Palatine Library for inclusion in used book sales or will be recycled. Unclaimed currency will be added to the Library's operating fund. Potentially dangerous items will be turned over to the police department. Other unclaimed items will be donated, recycled, or discarded as determined by the Executive Director or designee.

The Library is unable to secure visitors' personal possessions and cannot be responsible for lost or damaged personal property. (Adopted 11-10-10; Last Revised 10-20-20, Effective 11-1-20)

3-12 Service to Visitors with Disabilities

The Library is committed to providing service to visitors with disabilities in compliance with applicable federal and state statutes. The Library will strive to develop services that uphold human rights, inclusion, and safety for all visitors. Visitor privacy will be protected (see Policy 11—Privacy Policy) and the Library will not require documentation of a disability.

The Library provides services including but not limited to the following:

- assistance in a quiet, reduced-distraction environment
- one-on-one appointments

- homebound delivery service (see Policy 3-13 Homebound Services) and curbside pickup service
- hearing loop assistance or translation services in Library programming
- access for service animals (see Policy 3-14 Animals)

In addition to those services, the Library acts as facilitator between the visitor and the federal program known as “Services to the Blind and Visually Impaired.” (Adopted 12-15-05; Last Revised 8-17-21, Effective 9-1-21)

3-13 Homebound Services

The Library offers materials delivery service to members who are valid Library cardholders and are unable to come to the Library for a minimum of 30 days due to a temporary or permanent disabling condition. Eligible members may complete an application form and submit it to the Library.

Delivery will be scheduled at the mutual convenience of staff and member, generally once per month. All circulating Library materials are available for home delivery.

All Library policies, including fees and limits, apply to those receiving homebound services.

Materials will be checked out on the card of the person receiving the service. The Library will maintain a record of all items checked out by a homebound member for purposes of selecting materials for that person.

Members who are eligible for homebound delivery service but who have a household or family member or other authorized person willing and able to pick up Library materials, deliver them, and return them to the Library may designate one or more individuals to use the member’s Library card on the member’s behalf. Such designated persons will have full access to the member’s record in the Library database.

Homebound delivery service will terminate when the eligibility requirements are no longer met or at the request of the member, member’s parent or legal guardian, or an individual with power of attorney to act on behalf of the member. (Adopted 3-9-11, Last Revised 10-20-20, Effective 11-1-20)

3-14 Animals

Animals other than trained service animals, as defined by the Americans with Disabilities Act, are excluded from Library facilities except as part of a

Library program. Under the ADA, a service animal is defined as a dog or miniature horse that has been individually trained to do work or perform tasks for an individual with a disability. The tasks performed by the service animal must be directly related to the person's disability. An animal whose sole function is to provide comfort or emotional support does not qualify as a service animal under the ADA.

Under the ADA, all service animals must be harnessed, leashed, or tethered while in Library facilities, unless these devices interfere with the service animal's work or the person's disability prevents use of these devices. The Library reserves the right to request that the service animal be removed from the premises if the animal is out of control and the handler does not take effective action to control the animal. The term "out of control" includes but is not limited to repeated or uncontrolled barking, wandering away, growling, or otherwise threatening the safety of visitors or staff. (Approved 12-12-73; Last Revised 9-20-22, Effective 10-1-22)

3-15 ~~Reference and Reader's Advisory~~Information Service Policy

~~Library staff provides reference service (defined as connecting visitors with the resources and information requested or required) and reader's advisory service (defined as connecting visitors with materials, both print and digital). The goal in offering these services is to provide accurate, timely, thorough, interesting, and beneficial information and resources to visitors.~~

Resources

~~Staff uses many sources to answer questions and to make reading recommendations. Reference resources, circulating resources, microfilm, subscription databases, websites, magazines, digital media hardware and software, and audio-visual resources, as well as contacts with outside agencies or authorities, may all be used in the provision of reference and reader's advisory service. Print materials designated as "Reference" are to be used in Library facilities and are not available to be checked out.~~

~~Remote access to most subscription databases is available 24/7 to Library cardholders. The Library's website is available to anyone 24/7.~~

Services

~~Reference and reader's advisory services are provided by trained staff all hours the Library is open. Visitors may receive these services in person, by telephone, or via digital means. Requests are handled in the order in which staff receives them.~~

~~Reference and reader's advisory services include but are not limited to assistance with finding specific information or resources; the catalog and Library computers; using subscription databases and digital resources; software on Library computers; use of circulating equipment; interlibrary loan (available to Library cardholders only); information needed for school assignments; consumer information; and availability of resources at other area libraries.~~

~~All reference information provided and answers given will be factual in nature. Sources used to answer questions are cited when information is provided to the visitor. Reader's advisory recommendations will be based upon staff knowledge and resources.~~

~~Staff members do not offer personal opinion, advice, or interpretation as fact when providing reference or reader's advisory services. In particular, staff members are not qualified to give legal, medical, financial, or income tax advice or recommendations. The Library assumes no responsibility for damages caused or for decisions made from information gathered or obtained at the Library.~~

~~Library staff provides instruction in effective use of resources that may include instruction of individuals, dissemination of print or online guides or bibliographies, online tutorials, and formal classes covering a variety of resources and software.~~

~~Lengthy research that requires extensive time to collect data from single or multiple sources, including searches of print or digital resources, or extensive copying of materials, is outside the scope of reference or reader's advisory assistance and will not be conducted by Library staff.~~

~~———~~ Standards

~~Visitor queries are addressed with no distinction about the purpose of the inquiry or the use of the information. All questions are handled in confidence and with impartiality. The staff adheres to the American Library Association's Code of Ethics and Bill of Rights (Appendices 3B and 3C).~~

~~The quality and nature of reference and reader's advisory services provision will be evaluated periodically by Library staff to ensure that the services further the Library's goals and support its mission statement.~~

~~The Library provides high-quality information service to meet the educational, cultural, and recreational needs of the community. The role of library staff is to provide information and refer the visitor to resources.~~

The primary purpose of information service is to provide answers to questions, regardless of their nature. Visitor queries are addressed with no distinction about the purpose of the inquiry or the use of the information. All requests are handled in confidence and with impartiality. The staff adheres to the American Library Association's Code of Ethics and Bill of Rights (Appendices 3B and 3C).

Staff members do not offer personal opinions, advice, or interpretation as fact when providing reference or reader's advisory services. Library staff cannot provide legal, health, financial, tax, or other professional advice, nor can they offer in-depth troubleshooting or repairs for personal technology. The Library assumes no responsibility for damages caused or for decisions made from information gathered or obtained at the Library.

Staff provide information service to any visitor who requests it, regardless of residency, card status, or means of communication, although priority is given to Palatine Library cardholders. Staff provide information to all library visitors through various methods, including in-person, chat, phone, and email. Staff will refer visitors to outside resources when necessary.

Proofreading, editing, typing, answering homework questions, and similar activities are not part of information service.

(Adopted 11-11-09; Last Revised 10-20-20, Effective 11-1-20)

3-16 Interlibrary Loan

Interlibrary loan is an agreement among libraries to share materials by borrowing and lending to each other. This service is intended to complement local collections to meet user needs.

The Library is a member of ILLINET (Illinois Library and Information Network) and OCLC (Online Computer Library Catalog). Staff follows the guidelines of the ILLINET Interlibrary Loan Code based on the American Library Association Interlibrary Loan Code. This code governs all transactions under the guidelines of the State Library.

This policy does not pertain to reciprocal borrowing, which is covered under Policy 2-5.

Member Responsibilities

1. A valid Palatine Public Library District card is required to initiate the interlibrary loan process.
2. Members are responsible for paying any fees assessed by the lending library, any shipping fees incurred in obtaining the loaned items, and full replacement costs, plus any applicable processing

fee if an item is lost, damaged, or not returned. Additional interlibrary loan requests will not be accepted until these costs are paid in full.

3. Members are expected to return items on time and in the same condition as received.
4. Members are asked to return interlibrary loan materials to a staff member ~~at the Member Services Desk of any branch of the Palatine Library~~ as instructed upon checkout.

Materials Borrowed From or Loaned to Other Libraries

Materials are available to Palatine Public Library District cardholders by request from other libraries, provided the materials are not owned by the Library.

The following items are available to loan and borrow:

- books
- music CDs
- audiobooks on CD
- DVDs and Blu-rays

The following items are not available to loan or borrow:

- new materials (one year old or less)
- video games or software
- periodicals
- reference resources
- textbooks
- Library of Things items
- Playaways
- kits

Materials catalogued as new will not be loaned to other libraries. Exceptions may be made if the title is not in demand by Library cardholders. The interlibrary loan period is three weeks.

Additional Guidelines

Materials will always be first requested from local libraries. Staff cannot guarantee the time for filling a request and will cancel any request that cannot be filled within six weeks.

A member may have three interlibrary loan requests in process at any time. Due dates and renewals are determined by the lending library. Additional conditions may be imposed by the lending or borrowing libraries.

Interlibrary loan borrowing privileges may be suspended if a member does not comply with these guidelines.

Members are encouraged to suggest for purchase any recent items that the Library does not own. Staff reserves the right to determine whether an item will be requested for interlibrary loan or purchased for the collection. (Adopted 11-10-10; Last Revised 9-20-22, Effective 10-1-22)

3-17 Public Use of Study Rooms

The Main Library has study rooms available for public use. The study rooms are designed to meet the needs of members who want to use the rooms in small groups or as individuals for a limited period of time. Members may reserve a room for one session a day for up to two continuous hours depending on room availability. Members of a group using a study room may not book subsequent time slots in order to extend the group's use of the room beyond two hours. Providing there are no new requests for rooms, members can extend their current session with no time guarantee.

Valid Library cardholders may reserve study rooms up to two weeks in advance. Cardholders may reserve one session per day and may reserve a room for up to three days in a Sunday-to-Saturday week. Otherwise, all members may use a room as available on a first-come, first-served basis.

Sign-in for study room use is required. The person who signs in for the room must present a valid Library card or photo ID and remain in the room for the duration of the session. If a room is reserved, the cardholder who reserved the room must be present at sign-in to claim the reservation. The person who signs in for the room is responsible for appropriate use of the room, including leaving the room in good condition upon vacating. Staff assigns study rooms based upon the size of the group or need for equipment in a room. A room capacity limit is posted on each study room door. Members may not bring additional chairs or furniture into a study room.

If the individual who has reserved a room is not present by 10 minutes past the start of the reserved time, the room may be assigned to another group or individual that is waiting. If members vacate the room or leave belongings behind and Library staff is unable to locate the person who signed in for the room, the items may be removed, and the room reassigned.

A quiet ~~reading~~ room is available for individuals who desire a quiet space. This room is available to any visitor during all hours of operation and may -

not be reserved. (Adopted 11-11-09; Last Revised 10-17-23, Effective 11-1-23)

3-18 Public Use of Meeting Rooms

The Library meeting rooms are a resource to be used in the fulfillment of the Library's mission.

The Library makes its meeting rooms in the Main Library available for public meetings to organizations comprised of at least one District cardholder with a valid card as defined in Appendix 2A. At all times, however, Library activities and functions have priority in the scheduling and use of meeting rooms. Meetings may be reassigned to a different room than originally reserved to accommodate a Library or affiliate (Friends or Foundation) program.

The Library reserves the right to impose reasonable, content-neutral time, place, and manner restrictions to prohibit interference with normal delivery of library service. Because Library facilities also provide places for research, study, reflection, and reading, the use of meeting rooms for activities that interfere with these endeavors outside the meeting room will be denied or terminated.

<u>Room</u>	<u>Seating Capacity</u> <u>Limit</u>
Meeting Room 1	<u>48565 chairs, theatre setup</u>
Meeting Room 2	<u>4024 chairs, hollow square setup</u>
Meeting Room 3	<u>2014 chairs, rectangle setup</u>
Board Room	<u>4024 chairs, hollow square</u>

The following provisions apply to public meeting room use.

1. All meetings must be open to the public at all times.
2. Meeting rooms are available during normal operating hours of the Main Library (See Appendix 3A—Hours of Service); however, meetings must end no less than 15 minutes before the library closes each day. Under no circumstances will a meeting room be occupied beyond closing time.
3. Reservations for meeting room space are accepted on a rolling six-month calendar. All reservations will be accepted on a first-come, first-served basis as indicated above, upon receipt of the completed Meeting Room Reservation Application Form or approved online reservation, plus payment.

4. Payment must be made within 147 days after reserving the room, or the room will become available for others. Full payment for the base fees and any additional fees must be made prior to use of the room. Room reservations are confirmed only after the completed form and payment are submitted.
5. Reservation requests or requests for changes to a reservation may be submitted at any time; however, staff may not be able to accommodate requests placed less than 48 hours before the room is needed. If a group arrives to use a room and there is no record that a room was reserved and they do not have a confirmed application and receipt of payment, staff will try to find a room to use but may not be able to accommodate the group if no appropriate room is available.
6. If a cancellation becomes necessary, the Library should be notified 48 hours in advance of the meeting. If the group has paid, the person who reserved the room may reschedule within 30 days, if a room is available. No refunds will be issued. If the group has not yet paid, the person who reserved the room will be responsible for full payment.
7. The Library reserves the right to cancel any meeting room reservation by giving at least two weeks' notice. Reservations may be cancelled with less notice in case of a building emergency, extreme weather, repair work, or other circumstance beyond control of the Library. The Library is not liable for any expenses of any kind resulting from the Library's cancellation of a meeting room reservation beyond a refund or credit of the meeting room fee. The Library reserves the right to relocate within the building any scheduled meeting.
8. Library meeting rooms may not be used for meetings, programs, or events involving the sale, advertisement, solicitation, or promotion of commercial products or services, with the exception of activities sponsored by the Library, the Friends of the Palatine Library, or the Palatine Public Library District Foundation. Donations or membership dues for nonprofit groups and clubs may not be collected on Library property.
9. Meeting rooms may not be used for recreational gatherings such as showers, birthday parties, or dances.
10. Meeting attendees must follow all rules and policies regarding use of the Library.
11. No organization or group may use the Library as its official address. (The Friends of the Palatine Library and the Palatine Public Library

District Foundation are exceptions.) Storage of items by organizations meeting at Library facilities will not be permitted.

12. The applicant or alternate contact listed on the application must be present throughout the event and is responsible for the attendees' adherence to all Palatine Public Library District policies. For the safety and well-being of members, groups with members age 17 and under in attendance must have a responsible adult present.
13. Serving food or beverages of any kind requires payment of a fee. The kitchenette is available for the serving of light refreshments only. Boxed or bagged meals are permitted in the meeting rooms. The Library provides pots and water for coffee or tea but does not provide consumables or supplies. Potlucks, luncheons, or other meal events are not permitted. Alcoholic beverages may not be brought on premises, except as designated in section 3-9. Use of objects with flames or smoke such as matches, candles, sterno, incense, etc. is prohibited.
14. Meetings must be conducted so as not to disrupt library functions and operations. The Library reserves the right to stop meetings that are disruptive.
15. In compliance with the Americans with Disabilities Act, attendees needing special accommodations for organizations and groups should direct any such requests to the organization reserving the meeting room, and any such accommodation required under law will be arranged for and financed by the organization and not the Library.
16. Permission to use meeting rooms does not imply Library endorsement or support of any organization using the rooms or the ideas presented therein, nor should the organization imply Library endorsement or support.
17. See Appendix 2B for Meeting Room Use Fees.

Failure to abide by these and other Library rules may result in cancellation or refusal of future reservations. The Library retains the right to monitor all meetings conducted on the premises to ensure compliance with Library regulations. (Adopted 2-9-94; Last Revised 10-17-2023, Effective 11-1-23)

3-19 Library-Sponsored Programs

Library staff plan and schedule programs and events in order to further the mission of the Library. Staff welcomes program suggestions and

recommendations from members and retains the right to determine which programs and events are scheduled.

Staff considers the following criteria in making decisions about program topics, speakers, and formats:

- informational, educational, and entertainment needs and interests of the community
- relevance to community interests and issues
- suitability of content for intended audiences
- presenter experience including background or qualifications in content or format area
- budget
- historical or educational significance
- connection to other community programs, Library programs, exhibitions, or events
- availability of appropriate Library space

Programs may require prior registration or tickets. Programs may be limited to attendance by valid Library cardholders ([as defined in Appendix 2A](#)) and identified as such in all publicity. ~~Attendees, including members of groups, must each have a valid card as defined in Appendix 2A in order to sign up for such programs.~~

Registered/ticketed visitors who arrive after the publicized start time for a program or event might not be able to attend the program. Staff will admit standby visitors at the publicized start time if space is available.

Some programs are open to both Library cardholders and reciprocal borrowers or other Library visitors. Staff reserves the right to give preference to Library cardholders if potential attendees exceed the amount of available seating.

The Library offers programs for persons of all ages. Some programs or events are offered for specific age groups, and this information accompanies all publicity about these programs. Staff reserves the right to limit attendance at these programs to those persons of the age specified in the publicity. Some children's programs specify that a parent or caregiver is to be present in the program with the child. Parents or caregivers of children under age 9 are to remain in the Library during the program or event.

The Library may cosponsor programs with other groups or agencies. These programs will still be considered Library-sponsored programs. Library sponsorship of a program does not constitute an endorsement of

the content or topic of the program or of the views expressed by speakers, presenters, participants, or audience members.

Staff may cancel any program in case of an emergency or low registration and will provide as much advance notice to the public as possible. Cancelled programs may or may not be rescheduled.

The Library schedules programs and events at Library facilities, off-site, and online. This policy governs all programs and events regardless of location.

Programming practices adhere to the Americans with Disabilities Act (ADA) and the American Library Association's Library Bill of Rights. The Library will make every effort to provide ADA accommodations for programs when requested with at least seven days' notice to the Library. Accommodations may be possible with less notice. (Adopted 9-12-12; Last Revised 10-17-23, Effective 11-1-23)

3-20 Flags

The Library has a flagpole located at the front of the library's property at 700 N. North Court in Palatine. The Library will generally raise one or more of the following:

- United States flag
- State of Illinois flag

The Library will follow provisions governing the display of the flags found in the United States Code, Title 4, Chapter 1, and the Illinois Flag Display Act 5 ILCS 465.

From time to time, the Board may approve flying other flags. Flags flown on the Library's flagpole will be approved by the Board and serve as a government forum for expression of the Library's mission, vision, values, or official sentiments (government speech).

The Library does not fly flags at the request of the public, any organization, or any individual. Use of a Library flagpole is not intended to serve as or create a forum for free expression by the public.

When approving flags to be flown on the Library flagpole, the Board will consider the following:

1. Whether the United States or the State of Illinois has recognized the flag or cause through statute or proclamation or other official

communication, e.g., national heritage months or national awareness months;

2. Whether the flag represents a national, state, or local interest and is consistent with the Library's mission, vision, values, or official sentiments;
3. Whether the flag represents a positive interest or value worthy of public recognition and is consistent with the Library's mission, vision, values, or official sentiments.

The Board will approve flags to be flown on the Library flagpole either by a written resolution or by majority vote of the Board of Library Trustees, which majority vote will be documented in the minutes of a Board meeting. (Adopted 6-21-22; Effective 7-1-22)

Policy 3 Comprehensive Review: Adopted 3-14-74; Last Revised 10-17-23, Effective 11-1-23.

APPENDIX 3A—Hours of Operation

The Main Library is normally open the following hours:

9:00 a.m. to 9:00 p.m.	Monday through Thursday
9:00 a.m. to 6:00 p.m.	Friday
9:00 a.m. to 5:00 p.m.	Saturday
12:00 p.m. to 5:00 p.m.	Sunday

The parking garage located under the Main Library normally is locked no more than 15 minutes after the Library closes each day. The garage may remain open longer by request of Library staff, [the Board of Trustees](#), Friends of the Library, or the Foundation Board when Library or affiliate events require after-hours accommodation.

The North Hoffman Branch is normally open the following hours:

11:00 a.m. to 7:00 p.m.	Monday through Thursday
10:00 a.m. to 6:00 p.m.	Friday
9:00 a.m. to 1:00 p.m.	Saturday
Closed	Sunday

The Rand Road Branch is normally open the following hours:

10:00 a.m. to 6:00 p.m.	Monday through Thursday
9:00 a.m. to 4:00 p.m.	Friday
9:00 a.m. to 1:00 p.m.	Saturday
Closed	Sunday

Extended Access hours are offered at branch locations to allow residents to utilize those locations during designated unstaffed hours. Use of locations during Extended Access hours is governed by Policy 2-17 Extended Access. Extended Access hours may fluctuate based on the open hours of the buildings. Hours will be posted outside the branch and on the Library's website.

When circumstances require a change in hours, those changes will be posted on the Library's website and shared through the email newsletter and social media channels.

(Appendix referenced in Policies 3 and 8. Approved by PPLD Board of Trustees 9-1-05, Last Revised 9-20-22, Effective 10-1-22)

APPENDIX 3B—ALA Code of Ethics

As members of the American Library Association, we recognize the importance of codifying and making known to the profession and to the general public the ethical principles that guide the work of librarians, other professionals providing information services, library trustees and library staffs.

Ethical dilemmas occur when values are in conflict. The American Library Association Code of Ethics states the values to which we are committed, and embodies the ethical responsibilities of the profession in this changing information environment.

We significantly influence or control the selection, organization, preservation, and dissemination of information. In a political system grounded in an informed citizenry, we are members of a profession explicitly committed to intellectual freedom and the freedom of access to information. We have a special obligation to ensure the free flow of information and ideas to present and future generations.

The principles of this Code are expressed in broad statements to guide ethical decision making. These statements provide a framework; they cannot and do not dictate conduct to cover particular situations.

1. We provide the highest level of service to all library users through appropriate and usefully organized resources; equitable service policies; equitable access; and accurate, unbiased, and courteous responses to all requests.
2. We uphold the principles of intellectual freedom and resist all efforts to censor library resources.
3. We protect each library user's right to privacy and confidentiality with respect to information sought or received and resources consulted, borrowed, acquired or transmitted.
4. We respect intellectual property rights and advocate balance between the interests of information users and rights holders.

5. We treat co-workers and other colleagues with respect, fairness, and good faith, and advocate conditions of employment that safeguard the rights and welfare of all employees of our institutions.
6. We do not advance private interests at the expense of library users, colleagues, or our employing institutions.
7. We distinguish between our personal convictions and professional duties and do not allow our personal beliefs to interfere with fair representation of the aims of our institutions or the provision of access to their information resources.
8. We strive for excellence in the profession by maintaining and enhancing our own knowledge and skills, by encouraging the professional development of co-workers, and by fostering the aspirations of potential members of the profession.
9. We affirm the inherent dignity and rights of every person. We work to recognize and dismantle systemic and individual biases; to confront inequity and oppression; to enhance diversity and inclusion; and to advance racial and social justice in our libraries, communities, profession, and associations through awareness, advocacy, education, collaboration, services, and allocation of resources and spaces.

8.

Adopted at the 1939 Midwinter Meeting by the ALA Council; amended June 30, 1981; June 28, 1995; ~~and~~ January 22, 2008; and June 29, 2021.

(Appendix referenced in Policy 3. Approved by PPLD Board of Trustees 1-13-99, Last revised 8-18-20, Reapproved 9-1-21)

APPENDIX 3C—ALA Library Bill of Rights

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

- Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.
- Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.
- Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.
- Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.
- A person's right to use a library should not be denied or abridged because of origin, age, background, or views.
- Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.
- All people, regardless of origin, age, background, or views, possess a right to privacy and confidentiality in their library use. Libraries should advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.

Adopted June 19, 1939, by the ALA Council; amended October 14, 1944; June 18, 1948; February 2, 1961; June 27, 1967; January 23, 1980; January 29, 2019.

(Appendix referenced in Policies 3 and 7. Approved by PPLD Board of Trustees 1-13-99; Last Revised 8-18-20; Reapproved 9-1-21)

Appendix 3D—Code of Conduct

Be kind. *We welcome everyone.*

- Use polite language and courteous behavior.
- Verbal threats, acts of violence, or abusive behavior will not be tolerated.

Be respectful. *We honor your freedom to read and view.*

- Respect the collection and building, and help us maintain them.
- Conversations and audio devices should not disturb other people.
- Honor privacy and respect boundaries.

Be safe. *We work to offer a safe environment.*

- Keep your belongings with you.
- When you bring family members to the Library, keep them close. Caregivers are expected to monitor and control the behavior of their children and vulnerable adults.
- Follow policies and make good decisions.

Staff and visitors must work together to ensure that everyone can experience a safe, clean, pleasant, and productive environment.

We are here for you. Tell us your concerns, and we'll do our best to come to a resolution.

(Appendix referenced in Policy 8. Approved by PPLD Board of Trustees 9-15-20, Effective 10-1-20)