

**COLES COUNTY, ILLINOIS**  
**PLANNING & DEVELOPMENT COMMITTEE**  
**RECOMMENDED CONDITIONS (approved by Committee on 6/11/2025)**  
**COLES WIND, LLC**

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In addition to all necessary requirements imposed by law or ordinance, the Applicant, Company, Owner and/or Operator shall abide by the following conditions.

- 1. Definitions.** For purposes of these conditions, the following definitions shall apply:
  - a. “Company” shall have the same meaning as defined in the Coles County Wind Ordinance and also include those entities noted above.
  - b. “Coles County Wind Ordinance” means the “Coles County Amended Ordinance, Standards for Wind Energy Conversion Systems over 500kW” dated May 9, 2023.
  - c. “Project” shall include all equipment utilized in the operation of the Wind Energy Conversion System (WECS), including non-essential equipment.
  - d. “Executive Director” shall mean the Executive Director of the Coles County Regional Planning & Development Commission.
  - e. “Substantially complete” shall mean the point at which Coles Wind LLC issues a Notice of Completion for the Project.
  - f. “Building Permit” shall have the same meaning and effect as WECS Building Permit as listed in the Coles County Wind Ordinance.
  - g. These conditions incorporate all other definitions of the Coles County Wind Ordinance.
- 2. Commencement of Special Use.** Commencement of Construction of the Coles Wind, LLC (“Company”) project (“Project”) in Coles County shall begin within thirty-six (36) months from the date of the granting of the Special Use Permit. If any litigation is filed challenging the approval of the Project, then the time for Commencement of Construction shall be within one (1) year after termination of the litigation, and the time for the Company to substantially complete construction shall be within twenty-four (24) months after Commencement of Construction. If the Company fails to begin or substantially complete construction of the Project by the applicable date(s) above, then the Special Use Permit (“Special Use Permit”) shall expire and become null and void, unless, prior to such expiration, an extension of time is granted by the Coles County Board (“County Board”), upon application by the Company. As used herein, the term “Commencement of Construction” shall mean the issuance of WECS Building Permit for the Project. Company shall inform County of the Commercial Operation Date within 7 days of reaching the Commercial Operation Date.
- 3. Term.** The special use shall be valid for a term of 30 years after Commercial Operation Date of the Project. Prior to its expiration, the Company may apply to the County Board to extend the term of the special use.
- 4. Compliance.** Construction and operation of the Project shall follow all applicable federal, state, and local regulations now or hereafter in effect. The construction and operation of the Project shall conform to all representations made by the Company in its application and at all public hearings and these conditions. In the event of any discrepancy between such representations and these conditions, these conditions shall control. The Company is limited to construction of 51 turbines.

5. **Construction Hours.** Construction activities for the Project shall be limited to the hours from sunrise to sunset with the exception of emergency situations or time-sensitive work (pouring concrete foundations, placing of the nacelle or blades on the towers).
6. **Road Agreements.** The Company shall enter into all necessary Road Use Agreements with the County Board and applicable township road districts. Any applicable County Road Use Agreement is subject to the terms and conditions of the County Board, and subject to a separate County Board approval of the same. Coles County shall not issue any Building Permit(s) for the Project until after Company has entered into the necessary Road Use Agreements with the County Board and applicable township road districts and provided copies thereof to Executive Director. The Company shall comply with all the provisions of the Road Use Agreement between the Company and Coles County. The Company shall also comply with any Road Use Agreement between the Company and any township road district. Any uncured or un-waived material breach of the County Road Use Agreement or any township Road Use Agreement by the Company shall constitute a material breach of these conditions.
7. **School Buses and Vehicular Traffic.** The Company shall comply with restrictions or requirements imposed by the County Board upon Project construction and maintenance traffic in order to avoid conflicts with school bus traffic, school bus stops, farm traffic, and other vehicular traffic in the Project area. The Company shall continuously maintain a website throughout the construction period which shall, at a minimum, provide updates to the public regarding the planned traffic pattern at least 72 hours in advance of the planned activity (including areas that may experience delays during the construction period), and provide the “Plan of the Day” denoted in any Road Use Agreement. Any changes must be posted to the construction website.
8. **Turbine.** The Company is permitted to utilize the Vestas V162 6.0 MW or the GE 6.1-158 MW platform model turbines for the Project. No other turbine models will be permitted. If the Company proposes to install a different turbine than the turbines listed herein, the Company shall apply for an amendment to the special use and submit necessary information to demonstrate that the new turbine will comply with all applicable requirements. If the Company proposes to make a material change to the Project, including replacement of a turbine or significant components thereof with equipment of a new design that will increase the height or noise output or materially and adversely affect other standards set forth in the Coles County Wind Ordinance then the Company shall apply for an amendment to the special use. Any material amendment of the Special Use Permit shall require a public hearing.

If there is substantiated evidence that any turbine(s) has exceeded the permissible limits for sound or shadow flicker during project operations and if requested by the County, the Company shall acquire and install a commercially reasonable shadow flicker or noise reduction system or take other reasonable steps, approved by the County, to bring relevant turbine(s) into compliance with applicable limits. As to bird or bat protection systems, the Company shall confer with the Illinois Department of Natural Resources (“IDNR”) and if recommended by IDNR shall install said commercially reasonable system.

The Company shall provide, with its application for any Building Permits, updated sound and shadow flicker models based on the final turbine model selected and final locations of the 51 turbines for which WECS Building Permits are being requested. The updated sound modeling must include a receptor for the property located north of RE00031 and such receptor and associated land use must be modelled to be compliant Illinois Pollution Control Board (“IPCB”) sound limits prior to the issuance of any Building Permits.

The Company shall provide post-construction sound studies within 180 days of commencing commercial operation on the five occupied residential receptor sites with the highest modeled noise levels closest to the IPCB limits. Should any such studies show sound in excess of the limits allowed by the Coles County Wind Ordinance the Company shall perform any necessary repairs or operational changes to address the exceedance within two weeks. If the exceedance persists for more than 14 days, the Project will cease the operation of the turbine(s) causing the excess and within 7 days submit a remediation plan to the Executive Director. Once the Executive Director has found the remediation plan to be sufficient, the turbine(s) may be restarted. Once restarted, the Company shall again perform sound studies, as applicable, and submit them to the Executive Director for review. If repairs or operational changes do not eliminate the exceedance, the Company agrees to decommission the turbine(s) causing the excess noise. The study, compliance and other requirements of this paragraph shall not apply to any residential use areas or residence whose owner either (i) does not provide access to place the sound monitors or (ii) has executed a waiver for any sound or shadow flicker requirements, as applicable.

**9. Turbine Location.** Each turbine shall only be located on those properties and in those locations set forth in the Project application. Site conditions may necessitate adjustments in the location of any wind energy turbine within 100 feet in any direction from the location set forth in the Project application. Provided however, each wind energy turbine shall meet all setback, noise, and shadow flicker requirements set forth in the Coles County Wind Ordinance and shall satisfy all other Coles County Wind Ordinance requirements and applicable state or federal requirements, including the requirement that the turbine locations shall not adversely affect any communications systems or radar systems.

**10. Non-Operational or Obsolete Turbines.** Any turbine that is determined to be abandoned or have no remaining useful life in accordance with the Agricultural Impact Mitigation Agreement (“AIMA”) shall be decommissioned and removed by the Company in accordance with the AIMA and any Decommissioning Agreement with the County.

**11. Liability Insurance.** The Company shall maintain liability insurance as required by Coles County Wind Ordinance. The Company shall identify landowners in the project as additional insureds under the Company's liability insurance. The Company shall promptly increase such liability insurance within 60 days if such amount is increased in the Coles County Wind Ordinance. The Company shall provide evidence of the compliant insurance to the County prior to the issuance of a Building Permit.

**12. Assignment.**

- a. Except as provided herein, the Special Use Permit shall not be assignable except upon approval by the County Board and interest and/or ownership in the Company shall not be assigned or transferred to another party except upon approval by the County Board. County Board approval under this Paragraph shall not be unreasonably denied or delayed so long as the assignee or transferee (“Acquirer”) demonstrates to the County Board adequate financial resources, experience in and capability of operating a wind energy project, and the Acquirer complies with all conditions hereunder and any other applicable local, state or federal requirement. The Company and the proposed Acquirer shall provide the Executive Director the following information:
  - i. The name of the proposed Acquirer;
  - ii. The most recent financial statement of the proposed Acquirer;
  - iii. “Financial assurance” as defined in the Coles County Wind Ordinance for the current amount of the Decommissioning Cost Estimate in effect as of the date of the proposed assignment or transfer as required by these conditions;

- iv. A new certificate of insurance from the Acquirer providing evidence of liability insurance coverage in the amount that is required under the applicable provisions of the Coles County Wind Ordinance;
  - v. Written acknowledgement by an authorized signatory of the Acquirer that it understands, recognizes and agrees to assume responsibility for all terms, conditions, financial assurances, and standards of any road agreement, decommissioning agreement or any other agreement then in effect;
  - vi. Written agreement by an authorized signatory of the Acquirer that it understands, recognizes and agrees to assume responsibility for all terms, conditions and standards of the special use at the time the special use was granted to the Company which are in effect as of the date of the proposed assignment or transfer, including compliance with any mutually agreed upon damages or modifications subsequent to that time, and including compliance with the requirements and obligations of any other agreements or understandings required for the original approval in effect as of the date of the proposed assignment or transfer;
  - vii. The contact information for the Acquirer;
  - viii. Designate a representative or representatives of the Acquirer to meet with the County to discuss the ongoing obligations and responsibility of the acquirer under the conditions of the Special Use Permit which meeting shall take place not less than fifteen (15) days following County Board approval of the assignment or transfer; and
  - ix. Provide the County with such other information as the County Board reasonably requests.
- b. Notwithstanding the above, the Company shall have the right to assign in its sole discretion and without any consent from the County, as follows:
- i. The Company may assign or transfer any interest, including 100% interest, to qualified lenders if the Company defaults on a financing agreement.
  - ii. The Company may assign or transfer any interest, including 100% interest, to tax equity investors.
  - iii. The Company may assign or transfer up to 50% ownership interest to an Acquirer, subject to the conditions in Paragraph 12(a)(i)–(ix) and subject to Company retaining day-to-day operational control of the Project.
  - iv. The Company may assign or transfer any interest, including 100% interest, in Company to a wholly owned affiliate of Apex Clean Energy Holdings, LLC.
  - v. The Company shall provide notice of such assignment to the County within thirty (30) days following such assignment.

**13. Operating Requirements.** The Company shall operate the Project according to the following operating requirements and these requirements are supplemental to and do not supplant any other requirements imposed by law, regulation or ordinance.

- a. Wind turbines shall be a non-obtrusive and non-reflective color such as white, off white, or gray. The Company shall maintain the paint on wind turbines in good repair.
- b. Wind turbines shall not display advertising, except for reasonable identification of the turbine manufacture, Company, and any parent entity of Company as approved by the County. All other signs shall be in accordance with the Coles County Wind Ordinance.
- c. A clearly visible warning sign advising persons of the presence of high voltage levels must be placed at the base of all pad mounted transformers and substations, and at all

entrances to the Wind Towers. The Company shall place a clearly visible sign at the entrance to each turbine that identifies a 24-hour emergency contact number for the Company and pertinent 911 emergency information.

- d. Visible, reflective, colored objects, such as flags, plastic sleeves, reflectors, or tape shall be placed on the anchor points of guy wires and along the guy wires up to a height of fifteen feet from the ground.
- e. Except to the extent decommissioned by the Company in accordance with these conditions, the Company shall operate the Project in a safe and well-maintained manner, making all necessary repairs in a timely fashion. Company shall keep the Project clear of all trash and debris.
- f. The Company will respond immediately to any emergency or casualty event.
- g. The Company shall operate the Project such that no occupied community building or nonparticipating residence will experience more than 30 hours per year of shadow flicker.

**14. Aircraft Detection Lighting System.** The Project will utilize minimal lighting that is compliant with the applicable Federal Aviation Administration (“FAA”) regulations. The Company shall further install an Aircraft Detection Lighting Systems (“ADLS”) or other similar technology if approved by the FAA and Federal Communications Commission (“FCC”). Prior to issuance of any Building Permit, Company must provide sufficient proof to the County that it has requested authority to construct and operate an ADLS from all required federal authorities. Upon approval of said system, Company shall provide proof of all approvals to the County within 30 days of such approval, or at the time of requesting the Building Permit, whichever is later. Company shall operate the ADLS system for the entire Commercial Operation of the Project, excepting only those periods of initial testing prior to the utilization of said system. Company shall notify the County if the ADLS system becomes non-functional during the commercial operation of the Project. Such notice shall be provided to the County within 48 hours. If the ADLS system is non-functional for greater than 30 days in any rolling one-year period, Company shall pay a penalty of \$1,000.00 for each day the ADLS system is or was non-functional. For the purposes of this paragraph the “day” shall be deemed non-functional if it ceases to function for any period during any calendar day. For the purposes of this paragraph the ADLS system will be considered to be “non-functional” if the system reverts to continuously flashing lights without an aircraft within 3.5 miles of the footprint of the Project. For the purposes of this paragraph, “non-functional” includes individual turbines or the Project as a whole, and penalties will be assessed on a per turbine basis.

For the purposes of this Paragraph 14, a revocation of the ADLS by the FAA or FCC shall not be cause for the ADLS to be deemed non-functional. If Company contends that the ADLS system is non-functional due to an issue outside of the control of Company, then Company shall provide sufficient proof to the County Board that the issue is not within the control of the Company. If the County Board agrees that the issue is not within the control of the Company, then no penalty shall be assessed. Failure to diligently pursue repairs and cost of repairs, for example, shall not be considered outside the control of the Company. The cure provisions of the Ordinance and of these Conditions do not apply to this paragraph.

**15. Determinations of No Hazard.** Prior to the issuance of any Building Permit related to the Project, Company must provide all Determinations of No Hazard from the Federal Aviation Administration for all wind turbines.

**16. Complaint Resolution.** The Company agrees to, at its expense and in coordination with the County, develop a system for logging and investigating complaints related to the Project. The Company shall resolve such non-emergency complaints on a case-by-case basis and shall provide

confirmation to the County. The complaint resolution system shall include specific requirements for complaints regarding sound, shadow flicker, crop damage, and communications interference as follows:

- a. **Sound and Shadow Flicker Monitoring and Mitigation.** Company shall not install any turbines which cause a violation of the noise regulations adopted by the Illinois Pollution Control Board (“IPCB”) or shadow flicker requirements of these Conditions or the Coles County Wind Ordinance. Upon any complaint regarding noise or shadow flicker related to one or more wind turbines by a resident or landowner of property in the immediate area thereof, the County may investigate and take such action against the Company as may be warranted. The County may retain, at the Company’s expense, such experts and other professionals as may be necessary to conduct field tests, modeling or take such other measures as may be necessary to determine whether a violation of said noise or shadow flicker regulations is occurring or has occurred. The Company shall fully cooperate with the County, promptly remedy any such violations and pay the expenses of the County related thereto.
  - b. **Crop Damage.** The Company shall investigate complaints of crop damage within 7 days. The results of any investigation shall be provided to the County Board and the person making the complaint within 60 days, including the resolution or proposed resolution of said complaint. This paragraph does not preclude any private right of action by an affected party. This paragraph does not apply to any contractual agreements between the Company and landowners or farmers regarding crop damage issues.
  - c. **Communications.** The Company agrees to take all commercially reasonable steps to respond to complaints related to interference caused by the Project, including correcting any interference related to TV, radio, or internet, and service levels shall be brought to a level of serviced experienced prior to construction of the Project or better. The Company will also take immediate actions to mitigate or minimize interference with communications radio, telephone, internet, or microwaves or television signals, and to eliminate any such interference that impacts public safety (police, fire, emergency medical services, emergency management services, 911 dispatch) communications caused by the impact of the Project.
  - d. **Remedies.** The Company agrees that all available remedies apply to this paragraph.
- 17. Transmission and Communication Lines.** All power lines used to collect power from individual turbines and all communication lines shall be buried underground at a depth in accordance with the Agricultural Impact Mitigation Agreement (“AIMA”) until same reach the property line or a substation adjacent to the property line. The project’s transmission line from the substation to the switching station shall similarly be buried underground at a depth in accordance with the AIMA.
- 18. Water Use.** In order to protect the water supply and the viability of wells, and upon demonstration of an adverse impact, the County shall have the right to reasonably limit or otherwise regulate the use of water and the discharge of wastewater related to the manufacture, transportation, and use of concrete in any manner related to this special use. The County shall have the right to conduct or have conducted such studies and tests as may be necessary or helpful in this regard at the Company's expense. The Company shall promptly correct any degradation to the water supply or any well negatively impacted including but not limited to providing alternative suitable water to those affected and the drilling and connection of a suitable replacement well.

- 19. Fire Protection Districts and Emergency Response.** The Company shall cooperate with all local fire Protection Districts and provide funding as necessary for training or for new equipment to prepare the districts to respond to fire and other emergencies concerning the Project. The Company shall assist emergency response agencies in developing an emergency response plan for the Project. The Company shall train their onsite personnel to assist emergency response agencies for any emergency incident that may occur on or in close vicinity to the turbines or other structures that are part of this Project. The Company may enter into agreements with local or other emergency response agencies to comply with this requirement. The Company and its contractors shall share their emergency response plans and protocols, for both construction and operation of the Project, with local emergency response agencies. The Company shall assist emergency response agencies in evaluating emergency response training needs and assisting with training of emergency response personnel in relation to this Project. The Company shall cooperate in emergency response drills relating to this Project, as part of coordinated training for WECS and emergency response personnel. The Company shall coordinate a bi-annual review of policies, procedures, drills, training and equipment needs between Company representatives and local emergency response agencies and provide this documentation to the County. Company shall reimburse any responding emergency services (such as fire, police, or ambulance services) for the actual cost of emergency response services attributable to the construction, operation or decommissioning of the Project.
- 20. Existing Underground Utility Lines.** The Company shall work with appropriate pipeline, water lines, and other underground utility companies and shall insure that the integrity of the pipelines and other underground utilities in the area of the Project are maintained during construction and operation of the Project.
- 21. Reimbursement for County Expenses.** If during the term of the special use, operation or/and decommissioning period for the Project, the County retains outside engineers, consultants, contractors, attorneys, or other parties, in order for the County Board to enforce, determine compliance, or obtain compliance with applicable laws, ordinances, regulations, or these conditions, the Company shall promptly reimburse the County for all such expenses. Reimbursement of expenses shall occur no later than 30 days after Company receives a request for payment of said expense from the County.
- 22. Validity of Conditions.** By applying for any Building Permit(s), the Company shall be deemed to waive any and all claims concerning the lawfulness, authority, or reasonableness of any of the conditions set forth herein.
- 23. Defense against Claims/Indemnity.** As required by the Coles County Wind Ordinance, the Company shall defend, indemnify, and hold harmless the County and its officers, appointed and elected officials, employees, attorneys, engineers and agents (collectively and individually, the "Indemnified Parties") from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities whatsoever, including reasonable attorney's fees relating to or arising out of the issuance of the Special Use Permit or the construction, operation, maintenance and removal of the Project and affiliated equipment including, without limitation, liability for property damage or personal injury (including death or illness), whether said liability is premised on contract or on tort (including without limitation strict liability or negligence) or any acts or omissions of the Company, except to the extent any such claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses, and liabilities arise from the negligence or intentional acts of the County or Indemnified Parties.

- 24. Decommissioning and Financial Assurance.** Prior to applying for a Building Permit(s), Company shall negotiate and enter into an agreed upon Decommissioning Agreement and post the Financial Assurance with the County. The agreed upon Decommissioning Agreement shall include an agreed upon Decommissioning Plan and agreed upon Decommissioning Cost Estimate. The Company shall, at a minimum, comply with its stated commitments during the public hearing to provide 100% of the Decommissioning Cost Estimate in a Financial Assurance, without a discount for salvage value, prior to applying for a Building Permit(s).

Prior to the issuance of any Building Permits, the Company shall provide to the satisfaction of the County Board either: i) a surety bond or other form of financial assurance as defined in the Coles County Wind Ordinance to cover the cost of the construction of the Project; or ii) reasonable evidence of financing, as approved by the County Board demonstrating the financial ability of the Company to complete construction of the Project.

- 25. Project Maintenance.** During operations, the O&M staff will perform scheduled, preventative maintenance on turbines. Turbine maintenance is performed as per the turbine manufacturer's specifications. The on-site operations team also will drive throughout the Project daily (excepting weekends and holidays), conducting unrecorded visual inspections of the WECS Project. Members of this team will be at the Project site or the O&M building during normal business hours and will also have specified personnel on-call 24 hours per day, seven days per week should an issue arise outside of normal business hours. The Company will maintain turbines without any visible oil, grease, chemical, or other residue.

- 26. Annual Report.** The Company must submit, on an annual basis, on the anniversary date of the Special Use Permit approval, an operation and maintenance report to the County. The report shall contain (i) a general description of any physical repairs, replacements, or modifications to the Project, (ii) complaints pertaining to setbacks, noise, shadow flicker, appearance, safety, lighting and use of any public roads received by the Company concerning the Project and how any such complaints were resolved, (iii) all monitoring reports or studies required by law, regulation, Ordinance or these Conditions, (iv) calls for emergency services, (v) proof of status of liability insurance, and (vi) a general summary of service calls to the Project.

- 27. JULIE.** The Company shall become a member of the Illinois State-Wide One-call Notice System (otherwise known as the Joint Utility Location Information for Excavators or ("JULIE")) and provide JULIE with all of the information necessary to update its records as soon as JULIE allows such membership and provide the Executive Director.

- 28. Avian/Bat/Wildlife/Environmental.** The Company shall comply with all requirements and recommendations () of the Illinois Department of Natural Resources (pursuant to IDNR's letter of November 15, 2024) and the U.S. Fish & Wildlife Service during the duration of the construction, operation, and decommissioning of the Project. The Company shall perform at least one year of post-construction bird and bat monitoring. Further monitoring, if necessary, shall be determined through coordination with Illinois Department of Natural Resources.

- 29. Additional Site Surveys.** The Company shall provide site surveys for each turbine, tower, and substation location before applying for the Building Permit and after construction demonstrating compliance with the Ordinance requirements.

- 30. As-Built Drawing.** The Company shall provide the County with as-built drawings of the entirety of the Project.

31. **Cure Period.** Subject to any other provision of these conditions, any alleged breach or violation of the conditions listed herein, including an alleged failure to comply with any federal, state or local regulation now or hereafter in effect, and any penalty herein, including termination of rights granted by or the invalidity of the Special Use Permit as a result of such breach or violation, shall be subject to the Company curing or commencing to cure and thereafter diligently pursuing cure of such breach or violation within sixty (60) days after receipt of written notice from the County of such breach or violation.
32. **Environmental Conditions.** To protect the health of neighbors, the County shall have the right to conduct or have conducted such studies and tests by a third-party of County's choosing at Company's sole expense. The purpose of the studies or tests shall be to determine whether environmental conditions exist on a participating parcel(s) that pose a risk of harm to human health due to or as a consequence of construction or operation of the Project. If such studies or tests show an increased risk of harm to human health from construction or operation of the Project, the Company will implement any and all recommendations from the County's third-party expert regarding the means and methods of construction or operation of the Project.
33. **Construction Site Security.** If the County, in its sole discretion, determines there is a need for increased law enforcement protection and/or private security within the Project area during Project construction, the Company agrees to provide or reimburse the County for the costs associated therewith.
34. **Aerial Application.** Company shall compensate farmers, landowners or aerial applicators for any reasonable increased costs for aerial application due to, or as a consequence of, the presence of the Project. In addition, the Company shall reimburse the increased cost or damage due to or because of the inability of a farmer or landowner to obtain aerial application due to the presence of the Project. The party seeking compensation shall submit an invoice for the commercially reasonable increased costs of aerial application to be reimbursed.
35. **National Weather Service Requests.** Company shall comply with any reasonable request from the National Weather Service to curtail or cease operations in the event of adverse weather conditions.
36. **Proof of Compliance.** The Company shall provide any reasonably requested proof of compliance with the conditions to the County.
37. **General.** The Special Use Permit and Building Permit may be revoked (or subject to any other remedy at the discretion of the County) pursuant to the procedures set forth in the Coles County Wind Ordinance for violation of any law, regulation, the provisions of the Coles County Wind Ordinance, and/or these Conditions. Unless monetary penalties are otherwise specified by Ordinance provision or these Conditions, the County may institute of a fine of not more than \$1,000.00 per violation for each day a violation of the Coles County Wind Ordinance and/or these Conditions persists. The preceding remedies of this paragraph are in addition to any other remedies available by law, regulation, ordinance or condition. All costs, fines, penalties, or fees of any kind assessed to Company by County shall be paid within 30 days of receipt of an invoice from the County. The remedies within this paragraph 37 are subject to the cure period of the Ordinance and these Conditions.

\*\*\*END OF CONDITIONS\*\*\*