

**CHAMPAIGN COUNTY BOARD  
ENVIRONMENT and LAND USE COMMITTEE AGENDA**

County of Champaign, Urbana, Illinois  
Thursday, February 8, 2024 - 6:30 p.m.

Shields-Carter Meeting Room

Brookens Administrative Center, 1776 E. Washington St., Urbana

**Committee Members:**

Eric Thorsland – Chair

Aaron Esry – Vice-Chair

Kyle Patterson

John Farney

Emily Rodriguez

Jilmala Rogers

Chris Stohr

<b>Agenda</b>	<b>Page #'s</b>
<b>I. Call to Order</b>	
<b>II. Roll Call</b>	
<b>III. Approval of Agenda/Addendum</b>	
<b>IV. Approval of Minutes</b>	<b>1-5</b>
<b>A. January 4, 2024 – Regular Meeting</b>	
<b>V. Public Participation</b>	
<b>VI. Communications</b>	
<b>VII. <u>New Business: Items to be Approved by ELUC</u></b>	
<b>A. Authorization for a public hearing on a proposed Zoning Ordinance text amendment to add requirements for Battery Energy Storage Systems (BESS)</b>	<b>6-37</b>
<b>VIII. <u>New Business: Items to be Recommended to the County Board</u></b>	
<b>A. Proposed amendment to Nuisance Ordinance to prohibit the keeping of roosters</b>	<b>38-42</b>
<b>B. Resolution Approving an Intergovernmental Cost-Sharing Agreement between the County of Champaign, the City of Champaign, the City of Urbana, and the Village of Savoy for Residential Electronic Collection Events in 2024</b>	<b>43-45</b>
<b>C. Resolution Approving Agreement between Champaign County, Parkland College, and A-Team Recyclers regarding the Residential Electronics Collections on May 18, 2024, and October 12, 2024</b>	<b>46-58</b>
<b>D. Resolution Approving Champaign County Opt-In Form to Illinois EPA to Participate in Manufacturer E-Waste Program in 2025</b>	<b>59-61</b>

*All meetings are at Brookens Administrative Center – 1776 E Washington Street in Urbana – unless otherwise noted. To enter Brookens after 4:30 p.m., enter at the north (rear) entrance located off Lierman Avenue. Champaign County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities. Please contact Administrative Services, 217-384-3776, as soon as possible but no later than 48 hours before the scheduled meeting.*

CHAMPAIGN COUNTY BOARD  
ENVIRONMENT and LAND USE COMMITTEE (ELUC)  
February 8, 2024 Agenda

**IX. Other Business**

**A. Monthly Reports**

- i. None

**X. Chair's Report**

**XI. Designation of Items to be Placed on the Consent Agenda**

**XII. Adjournment**

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**Champaign County Board  
Environment and Land Use Committee (ELUC)  
County of Champaign, Urbana, Illinois**

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**MINUTES – Pending Approval**

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DATE: Thursday, January 4, 2024  
 TIME: 6:30 p.m.  
 PLACE: Shields-Carter Meeting Room  
 Brookens Administrative Center  
 1776 E Washington, Urbana, IL 61802

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**Committee Members**

Present	Absent
Aaron Esry (Vice-Chair)	
John Farney	
Kyle Patterson	
Emily Rodriguez	
Jilmala Rogers	
Chris Stohr	
Eric Thorsland (Chair)	

**County Staff:** John Hall (Zoning Administrator) and Liz Dillingham (Administrative Services)

**Others Present:** See Public Participation

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**MINUTES**

**I. Call to Order**

Committee Chair Thorsland called the meeting to order at 6:32 p.m.

**II. Roll Call**

Roll call was taken and a quorum was declared present.

**III. Approval of Agenda/Addendum**

**MOTION** by Mr. Farney to approve the agenda and seconded by Ms. Rogers.  
 Upon voice vote, the **MOTION CARRIED** unanimously to approve the agenda.

**IV. Approval of Minutes**

A. November 9, 2023 – Regular Meeting

**MOTION** by Mr. Esry to approve the minutes of the November 9, 2023, regular meeting,  
 seconded by Ms. Rodriguez. Upon voice vote, the **MOTION CARRIED** unanimously to approve the  
 minutes.

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**V. Public Participation**

Tony Grilo, Thomasboro, spoke briefly regarding Zoning Case 109-AM-23. He emphasized the benefits of the solar array project regarding economic benefits to the local economy. He reiterated the land would be preserved back to farm ground if the solar array is debunked in 25-30 years. He indicated he would be available to answer any questions during the meeting.

Norm Davis, Supervisor for Champaign Township, spoke regarding the rooster nuisance at 2306 S. Mattis Ave., Champaign, Il. He would like the nuisance codes to be amended to protect the residential areas from the rooster sounds within the Home-Rule areas. He stated this makes sense as the Township butts up to the City and Unincorporated areas. He indicated would be available for questions during that part of the meeting.

Anthony Donato spoke regarding his support of the solar projects and re-zoning map changes. He stayed for the duration of the meeting and was available for questions.

**VI. Communications**

Welcome to John Farney

**VII. New Business: Items for Information Only**

- A. E-mail from Phillip Carper of Seymour regarding nuisance roosters
- B. E-mail from Mary Mrozak of Seymour regarding nuisance roosters
- C. Notice of Non-Compliance with Illinois Noxious Weed Law

Mr. Hall stated this is the fourth notice he has received. The Noxious Weed law requires extreme requirements to control the weeds which requires appointing a Noxious Weed Superintendent. The Superintendent will survey the entire County annually identifying patches of Noxious weed that need to be controlled and proceed to control them. Protocols for handling complaints include driving to the location, verifying the complaint, and calling the landowner. There has been full compliance thus far. There are thousands of square miles in Champaign County every year that have the weeds present.

Mr. Stohr indicated Champaign County is a member of the Lincoln Heritage Resource Conservation and Development. They control Noxious vegetation through voluntary prairie burns and restoration.

Mr. Thorsland stated there was also a program through the Lake of the Woods Forrest Preserve where volunteers cut down invasive species.

**VIII. New Business: Items to be Approved by ELUC**

- A. **Annual Hotel/Motel License:** Urbana Motel Inc. dba Motel 6 at 1906 North Cunningham Avenue, Urbana for 01/01/24- 12/31/24.  
**MOTION by Mr. Esry** to approve the license and seconded by Mr. Patterson.  
Upon voice vote, **MOTION CARRIED** unanimously.

85 **IX. New Business: Items to be received and placed on file by ELUC to allow a 30-day Review Period.**  
86 **Approved by ELUC**

87 **A. Proposed amendment to Nuisance Ordinance to prohibit the keeping of roosters**

88 Mr. Thorsland explained that sometimes it is difficult to determine whether the species is a chicken or a  
89 rooster. He is interested in Mr. Davis' comments but would like to be conservative allowing the Village of  
90 Seymore to work on their ordinance. He also stated he wouldn't mind adding an amendment to the County  
91 nuisance ordinance. Mr. Thorsland said the roosters are quite loud and can be heard outside of 1000 feet.

92  
93 Ms. Rogers would like to hear more about the issue prior to deciding.

94  
95 Mr. Farney indicated he was doing some research regarding residential district restrictions within 1000 ft. of a  
96 home rule municipality. He believes an ordinance would make perfect sense. It mirrors the City of  
97 Champaign's chicken keeping ordinance which is the area Mr. Davis represents. He stated he would like to  
98 hear more regarding Seymore's issue.

99  
100 Mr. Stohr asked if this proposed ordinance places the Board in conflict with the right to farm laws.

101  
102 Mr. Hall explained the State Attorney's office supports an ordinance regulating the nuisance and it is a  
103 reasonable thing to do in residential districts. Mr. Hall said an amendment to the nuisance ordinance is not  
104 advertised and only announced at an ELUC meeting before it is adopted at the next. The proposed  
105 amendment can be announced at the next meeting. The board will have to direct him to amend the ordinance  
106 if they prefer to expand it to all residential districts. Dewy may be incorporated but uses the County's  
107 Nuisance ordinance. The final version of an amendment must sit for 30 days. Mr. Hall related the expanded  
108 version can always be scaled back.

109  
110 Mr. Farney stated everyone seems to agree the Rooster Nuisance issue needs attention. He proposed to start  
111 the amendment so Mr. Davis can have assistance with the nuisance.

112 **B. Authorization for a public hearing on a proposed Zoning Ordinance text**  
113 **amendment to add requirements for Battery Energy Storage Systems (BESS)**

114 Mr. Thorsland stated there is a lot of good information on the Internet regarding BESS and encouraged the  
115 ELUC board to research the information. He stated most problems arise when there is aftermarket parts being  
116 utilized causing fires. He also supports the ordinance for safety reasons and believes it looks reasonable.

117  
118 Mr. Hall stated this is the most restrictive and best ordinance in the state in terms of separations and safety  
119 considerations. Mr. Hall requested the board to research the topic and notify him if a more restrictive  
120 ordinance is located.

121  
122 Mr. Stohr asked if other counties were also adopting BESS Ordinances.

123  
124 Mr. Hall indicated he does not know of a county who hasn't adopted some version of a BESS ordinance and  
125 have been on the books for some time.

128  
129 Mr. Thorsland stated overall, the risk is very low for a BESS incident. You can suppress the fire;  
130 however, the heat generation continues, and the fire is difficult to extinguish. Spacing is the easiest  
131 way to prevent an occurrence.

132 **X. New Business: Items to be Recommended to the County Board**

- 133 **A. Zoning Case 109-AM-23.** A request by Anthony Donato, d.b.a. Donato Solar –  
134 Bondville LLC, to amend the Zoning Map to change the zoning district designation  
135 from the AG-1 Agriculture Zoning District to the AG-2 Agriculture Zoning District  
136 in order to allow a data center as a Special Use in related Zoning Case 110-S-23 and  
137 a PV solar array as a second principal use as a proposed County Board Special Use  
138 Permit in related Case 111-S-23 on a 77.5-acre tract in the East Half of the  
139 Southwest Quarter of Section 12, Township 19 North, Range 7 East of the Third  
140 Principal Meridian in Scott Township and commonly known as a farm field  
141 bordering the north side of Illinois Route 10 and located one-quarter mile east of  
142 CR 500 E.

143  
144 Mr. Hall stated the description omitted the solar ray is only 17 acres approximately in the middle.  
145 The re-zoning request is for the 77 acres. The ZBA recommended 4-3 to recommend denial  
146 although there were no negative findings. The proposed re-zoning is for AG-2 and is a very  
147 consistent re-zoning with the land resource management plan. The protest on the re-zoning was  
148 the only leverage the village had to use against the proposed solar ray and the development of the  
149 data center. There were a lot of testimonies against the proposal.

150  
151 Mr. Thorsland stated the Bondville board has the right to protest. Mr. Thorsland indicated the  
152 Bondville vote was based on the fact Bondville didn't want it. He believes the Full County Board  
153 should receive the request, deliberate on the topic, and vote.

154  
155 Mr. Esry indicated this is procedural and it is best to get a vote to discuss it.

156  
157 Mr. Farney made a **MOTION** to discuss the issue and Mr. Patterson seconded it.

158  
159 Mr. Farney then asked the petitioner about details working with the Village of Bondville  
160 regarding a subdivision of the property.

161  
162 Mr. Donato explained the process he went through to purchase the real estate including title work.  
163 He indicated if he needs to purchase the entire parcel, he will. Mr. Donato stated he attempted to  
164 work with Bondville for an entire year with no results and decided to come to ELUC for assistance.

165  
166 Mr. Thorsland reiterated the re-zoning request is for the entire parcel, not just for the 17 acres.

167  
168 Mr. Grilo stated they would not develop more than 17 acres for the solar farm when Mr. Stohr  
169 asked if he had future plans to expand.

170  
171 Mr. Thorsland stated the pollinators are a plus for the solar farm.  
172

173  
174 Mr. Esry stated he would be a “No” vote because Bondville does not want it. Mr. Esry  
175 indicated he represents the rural area and he sides with Bondville.  
176

177 Mr. Grilo believes Bondville was unable to capitalize on the project and make it happen,  
178 therefore they are against it. Mr. Grilo stated he has always gone out of his way to ensure all  
179 parties were happy and the process went smooth on all of his previous projects.  
180

181 Mr. Thorsland spoke about the pros & cons of annexing and the right to choose what to do with  
182 your own property if it was zoned properly.  
183

184 Mr. Esry spoke about Ag1 and Ag 2 Zoning contingencies.  
185

186 **Motion** passed to recommended Zoning Case 109-AM-23 to the Full County Board with  
187 6 Yea/1Nay Vote.  
188

189 **XI. Other Business**

190 **A. Monthly Reports**

191 **i. October 2023-**

192 Mr. Hall stated Planning & Zoning has had the busiest year in more than a decade.

193 There is a decent amount of permitting and continued work on the enforcement cases.  
194

195 **XII. Chair’s Report- None**

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197 **XIII. Designation of Items to be Placed on the Consent Agenda- None**

198  
199 **XIV. Adjournment**

200 The meeting as adjourned at 7:35 p.m.  
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**TO: Environment and Land Use Committee**

**FROM: John Hall, Zoning Administrator  
Susan Burgstrom, Senior Planner**

**DATE: December 22, 2023**

**RE: Authorization for Public Hearing on Proposed Zoning Ordinance Text  
Amendment to Add Requirements for Battery Energy Storage Systems  
(BESS)**

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## **BACKGROUND**

Battery Energy Storage Systems (BESS) are increasing in demand, particularly in combination with PV Solar Farms or as standalone facilities to bolster the energy grid. Champaign County has received two informal inquiries for BESS and there are no regulations established in the Zoning Ordinance for BESS.

A BESS can be defined as “an electrochemical device that charges (or collects energy) from the grid or a power plant and then discharges that energy at a later time to provide electricity or other grid services when needed” (*Grid-Scale Battery Storage: Frequently Asked Questions*, National Renewable Energy Laboratory).

The major uses and benefits of a BESS are:

- Balancing grid supply and demand and improving quality and reliability
- Peak electricity demand shaving and price arbitrage opportunities
- Storing and smoothing renewable electricity generation
- Deferring electricity infrastructure investments
- Back-up power
- Reducing end-user demand and demand charges
- Integration with microgrids

(Source: US Energy Information Administration)

## **BESS in Illinois**

The State of Illinois has prioritized BESS through the Clean Energy and Jobs Act (CEJA) of 2021, but so far the State has a very limited set of incentives to offer energy storage developers. P&Z Staff have found no regulations or guidance from the State of Illinois in implementing these systems.

Other counties and municipalities in Illinois have adopted BESS regulations in their ordinances. In developing the proposed amendment for Champaign County, P&Z Staff took other jurisdictions’ ordinances into consideration.

## **LITHIUM-ION BATTERIES**

Lithium-ion batteries are the most commonly used type in a BESS. According to New York State Energy Research and Development Authority (NYSERDA), lithium-ion batteries are preferred because:

- They store the most energy per unit weight or volume of any battery;



**Zoning Administrator**  
**DECEMBER 22, 2023**

- They have a minimal maintenance cost;
- They are readily available – millions are made each year;
- Their cost is dropping; and
- They are portable – utilities can move them as desired.

Lithium-ion batteries also have disadvantages that must be planned for and mitigated if used in a BESS:

- They need protection from overcharge/discharge to avoid thermal runaway, which is an uncontrolled temperature rise that can result in damage to other battery cells, fire, and/or explosion.
- They need temperature control, usually through air-conditioned containers and fans.

Improving technology, stricter engineering certifications, new guidelines from the National Fire Protection Association (NFPA), and appropriate local regulations have contributed to making a BESS much safer than even a few years ago.

**PROPOSED TEXT AMENDMENT**

An outline of the proposed amendment is attached.

**TEXT AMENDMENT PUBLIC HEARING TIMELINE**

The public hearing requires a legal advertisement in the newspaper and notice provided to all relevant municipalities. If the public hearing is authorized by ELUC on January 4, 2024, the anticipate timeline (\*earliest possible dates) is as follows:

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1. Public Hearing opens at the Champaign County Zoning Board of Appeals (CCZBA)	<b>Thursday, March 14, 2024</b>
2. Public Hearing closes at CCZBA and the CCZBA makes recommendations to the Champaign County Board	<b>*Thursday, April 11, 2024</b>
3. Environment and Land Use Committee of the Champaign County Board (ELUC) affirms or amends CCZBA’s recommendation	<b>*Thursday, May 9, 2024</b>
4. Environment and Land Use Committee of the Champaign County Board makes a recommendation to the Champaign County Board	<b>*Thursday, June 6, 2024</b>
5. Champaign County Board makes a final determination	<b>*Thursday, June 20, 2024</b>

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\*earliest anticipated dates of action

**ATTACHMENTS**

- A Draft BESS Text Amendment to the Champaign County Zoning Ordinance

**EXHIBIT A: PROPOSED AMENDMENT**

**1. Add the following to Section 3. Definitions:**

**BATTERY ENERGY STORAGE MANAGEMENT SYSTEM (BESMS):** An electronic system that protects energy storage systems from operating outside of their safe operating parameters and disconnects electrical power to the energy storage system or places it in a safe condition if potentially hazardous temperatures or other conditions are detected.

**BATTERY ENERGY STORAGE SYSTEM (BESS):** an energy storage power station that collects energy from the electrical grid and then discharges that energy at a later time to provide electricity when needed.

- A. TIER-1 BATTERY ENERGY STORAGE SYSTEMS have an aggregate energy capacity less than or equal to 600kWh and, if in a room or enclosed area, consist of only a single energy storage system technology.
- B. TIER-2 BATTERY ENERGY STORAGE SYSTEMS have an aggregate energy capacity greater than 600kWh or are comprised of more than one storage battery technology in a room or enclosed area.

**2. Add new paragraph 4.2.1 C.8. as follows:**

4.2.1 CONSTRUCTION and USE

- C. It shall be unlawful to erect or establish more than one MAIN or PRINCIPAL STRUCTURE or BUILDING per LOT or more than one PRINCIPAL USE per LOT in the AG-1, Agriculture, AG-2, Agriculture, CR, Conservation-Recreation, R-1, Single Family Residence, R-2, Single Family Residence, and R-3, Two Family Residence DISTRICTS other than in PLANNED UNIT DEVELOPMENTS except as follows:

8. A BATTERY ENERGY STORAGE SYSTEM may be authorized as a SPECIAL USE Permit in the AG-1 Agriculture and AG-2 Agriculture Zoning Districts as a second PRINCIPAL USE on a LOT with another PRINCIPAL USE.”

**3. Amend Section 5.2 as follows:**

**SECTION 5.2 TABLE OF AUTHORIZED PRINCIPAL USES**

- BATTERY ENERGY STORAGE SYSTEM would be a new land use allowed by Special Use Permit in the AG-1 Agriculture, AG-2 Agriculture, B-1 Rural Trade Center, B-4 General Business, I-1 Light Industry and I-2 Heavy Industry Zoning Districts, as shown in the table below.

Principal USES	Zoning DISTRICTS														
	CR	AG-1	AG-2	R-1	R-2	R-3	R-4	R-5	B-1	B-2	B-3	B-4	B-5	I-1	I-2
BATTERY ENERGY STORAGE SYSTEM, TIER-1 <sup>32</sup>															
BATTERY ENERGY STORAGE SYSTEM, TIER-2 <sup>33</sup>		S	S						S			S		S	S

## EXHIBIT A: PROPOSED AMENDMENT



= Permitted on individual LOTS as a  
Special Use Permit



= Permitted by right

### 4. Add new Footnotes 32 and 33 under Section 5.2 as follows:

32. A TIER-1 BATTERY ENERGY STORAGE SYSTEM is permitted by-right in all zoning districts, subject to the setback and yard requirements in Section 5.3 of the Zoning Ordinance. No Zoning Use Permit shall be required if the area occupied by the TIER-1 BESS is less than 150 square feet.
33. A TIER-2 BATTERY ENERGY STORAGE SYSTEM is subject to the requirements of Section 6.1.8 of the Zoning Ordinance.

### 5. Add new Section 6.1.8 as follows:

#### 6.1.8 TIER-2 BATTERY ENERGY STORAGE SYSTEMS

A TIER-2 BATTERY ENERGY STORAGE SYSTEM SPECIAL USE Permit may only be authorized in the AG-1 Agriculture Zoning DISTRICT, the AG-2 Agriculture Zoning DISTRICT, B-1 Rural Trade Center, B-4 General Business, I-1 Light Industry Zoning District, or the I-2 Heavy Industry Zoning District subject to the following standard conditions.

##### A. General Standard Conditions

###### (1) Right to farm

- a. The owners of the subject property and the Applicant, its successors in interest, and all parties to the decommissioning plan and site reclamation plan hereby recognize and provide for the right of agricultural activities to continue on adjacent land consistent with the Right to Farm Resolution 3425.

##### B. Minimum LOT Standards

- (1) There are no minimum LOT AREA, AVERAGE LOT WIDTH, or maximum LOT COVERAGE requirements for a TIER-2 BATTERY ENERGY STORAGE SYSTEM.
- (2) There is no maximum LOT AREA requirement on BEST PRIME FARMLAND.

##### C. Minimum Standard Conditions for Separations for a TIER-2 BATTERY ENERGY STORAGE SYSTEMS from adjacent USES and STRUCTURES

The location of each TIER-2 BATTERY ENERGY STORAGE SYSTEM shall provide the following required separations as measured from the BATTERY ENERGY STORAGE SYSTEM fencing:

- (1) The perimeter fencing shall be at least 50 feet from the RIGHT OF WAY of any STREET.

## EXHIBIT A: PROPOSED AMENDMENT

- (2) The perimeter fencing shall be at least 200 feet from the nearest point on any property line.
  - (3) There shall be at least 500 feet of separation from any existing DWELLING or existing PRINCIPAL BUILDING. This separation may be reduced to no less than 200 feet upon submission of a PRIVATE WAIVER signed by the owner of said DWELLING or PRINCIPAL BUILDING.
  - (4) Additional separation may be required to ensure that the noise level required by *35 Ill. Admin. Code Parts 900, 901 and 910* is not exceeded or for other purposes deemed necessary by the BOARD.
  - (5) When a TIER-2 BATTERY ENERGY STORAGE SYSTEM is included in a PV SOLAR FARM or a SOLAR ARRAY or a WIND FARM, the separations required in Sections 6.1.8 (2) and (3) shall only apply to the TIER-2 BATTERY ENERGY STORAGE SYSTEM, except for the interconnection point and driveway for the TIER-2 BATTERY ENERGY STORAGE SYSTEM, and shall not apply to any part of the PV SOLAR FARM or a SOLAR ARRAY or a WIND FARM.
- D. Standard Conditions for Design and Installation of any TIER-2 BATTERY ENERGY STORAGE SYSTEM.
- (1) Any building that is part of a TIER-2 BATTERY ENERGY STORAGE SYSTEM shall include as a requirement for a Zoning Compliance Certificate, a certification by an Illinois Professional Engineer or Illinois Licensed Structural Engineer or other qualified professional that the constructed building conforms to Public Act 101-369 regarding building code compliance and conforms to the Illinois Accessibility Code.
  - (2) Electrical Components
    - a. All electrical components of the TIER-2 BATTERY ENERGY STORAGE SYSTEM shall conform to the National Electrical Code as amended.
    - b. All on-site utility lines shall be placed underground to the extent feasible and as permitted by the serving utility, with the exception of the main service connection at the utility company right-of-way and any new interconnection equipment, including without limitation any poles, with new easements and right-of-way. **Source: NY BESS Guidebook for Local Governments**
  - (3) Maximum Height. The height limitation established in Section 5.3 shall not apply to a TIER-2 BATTERY ENERGY STORAGE SYSTEM. The maximum height of all above ground STRUCTURES shall be identified in the application and as approved in the SPECIAL USE Permit.

## EXHIBIT A: PROPOSED AMENDMENT

- (4) Warnings
  - a. A reasonably visible warning sign shall be installed and shall include the type of technology associated with the battery energy storage systems, any special hazards associated, the type of suppression system installed in the area of battery energy storage systems, and 24-hour emergency contact information, including reach-back phone number. **Source: NY BESS Guidebook for Local Governments**
  - b. As required by the National Electric Code (NEC), disconnect and other emergency shutoff information shall be clearly displayed on a light reflective surface. A clearly visible warning sign concerning voltage shall be placed at the base of all pad-mounted transformers and substations. **Source: NY BESS Guidebook for Local Governments**
- (5) No construction may intrude on any easement or right-of-way for a GAS PIPELINE or HAZARDOUS LIQUID PIPELINE, an underground water main or sanitary sewer, a drainage district ditch or tile, or any other public utility facility unless specifically authorized by a crossing agreement that has been entered into with the relevant party.
- (6) Safety
  - a. System Certification. Battery energy storage systems and equipment shall be listed by a Nationally Recognized Testing Laboratory to UL 9540 (Standard for battery energy storage systems and Equipment) with subcomponents meeting each of the following standards as applicable:
    - (a) IEEE 1578 (Institute of Electrical and Electronics Engineers; Recommended Practice for Stationary Battery Electrolyte Spill Containment and Management);
    - (b) NFPA 13 (Standard for Installation of Sprinkler Systems);
    - (c) NFPA 68 (Standard on Explosion Prevention by Deflagration Venting);
    - (d) NFPA 69 (Standard on Explosion Prevention Systems);
    - (e) UL 1973 (Standard for Batteries for Use in Stationary, Vehicle Auxiliary Power and Light Electric Rail Applications);
    - (f) UL 1642 (Standard for Lithium Batteries);

## EXHIBIT A: PROPOSED AMENDMENT

- (g) UL 1741 or UL 62109 (Inverters and Power Converters);
  - (h) Certified under the applicable electrical, building, and fire prevention codes as required;
  - (i) Alternatively, field evaluation by an approved testing laboratory for compliance with UL 9540 and applicable codes, regulations and safety standards may be used to meet system certification requirements.
- b. BATTERY ENERGY STORAGE MANAGEMENT SYSTEM.
- (a) A TIER-2 BESS shall include a BATTERY ENERGY STORAGE MANAGEMENT SYSTEM to protect the energy storage systems from operating outside of the safe operating parameters and that will disconnect electrical power to the energy storage system or place it in a safe condition if potentially hazardous temperatures or other conditions are detected.
  - (b) The application shall include a description of the proposed BATTERY ENERGY STORAGE MANAGEMENT SYSTEM by an Illinois Licensed Professional Engineer.
- c. Hazard detection systems.
- (a) A TIER-2 BESS shall include appropriate hazard detection systems including smoke and heat detectors and gas meters that are monitored by a control center and used to alert operators to emergency situations.
  - (b) The application shall include a description of the hazard detection systems and the control center by an Illinois Licensed Professional Engineer.
- d. Fire suppression
- (a) Safe access to the TIER-2 BESS by the relevant Fire Protection Department shall be considered in the site plan design.
  - (b) Sprinklers should be installed per NFPA 13 but in-rack fire suppression shall also be included. An onsite water source shall be provided that is acceptable to the relevant Fire Protection Department. The sizing of the water source shall be specified in the application by an Illinois Licensed Professional Engineer.

## EXHIBIT A: PROPOSED AMENDMENT

- (c) Containment around the TIE-2 BESS structure shall be provided to capture sprinkler system run-off. The sizing of the containment area shall be specified in the application by an Illinois Licensed Professional Engineer and the containment area shall be detailed on the site plan.
  - (d) Gaseous suppression agents may be used against incipient fires but shall not be the only suppression agent.
- e. Ground-fault protection
  - (a) Three-phase installations shall have adequate ground-fault protection and the application shall include a discussion of the adequacy of the proposed ground fault protection by an Illinois Licensed Professional Engineer.
  - (b) Systems with little or no impedance shall be designed to trip off-line automatically.
  - (c) In systems that have high levels of impedance the overvoltage shall be controlled with grounding banks, other forms of impedance grounding, or surge arresters. The electrical components at risk of overvoltage shall also have phase-to-phase level insulation.
  - (d) The application shall include a description of the ground-fault protection by an Illinois Licensed Professional Engineer.
- f. Control of electrolyte spill. The application shall include a discussion by an Illinois Licensed Professional Engineer regarding possible electrolyte spill and the adequacy of the proposed control of electrolytes in the event of a spill.
- g. Ventilation
  - (a) For TIER-2 BESS that is located inside a habitable building, the ventilation of the TIER-2 BESS should take the building ventilation systems into account to prevent any hazardous gases from being drawn into habitable rooms and putting building occupants at risk.
  - (b) The application shall include a narrative written by an Illinois Licensed Professional Engineer addressing gas production in the TIER-2 BESS under thermal runaway conditions and the safeguards included to control and/or respond to gas production. The safeguards shall include a series of safeguards including fire suppression, ventilation, and explosion mitigation.

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### E. Standard Conditions to Mitigate Damage to Farmland

- (1) All underground wiring or cabling for the TIER-2 BATTERY ENERGY STORAGE SYSTEM shall be at a minimum depth of 5 feet below grade or deeper if required to maintain a minimum one foot of clearance between the wire or cable and any agricultural drainage tile.
- (2) Protection of agricultural drainage tile
  - a. The applicant shall endeavor to locate all existing agricultural drainage tile prior to establishing any construction staging areas, construction of any necessary TIER-2 BATTERY ENERGY STORAGE SYSTEM access lanes or driveways, construction of any TIER-2 BATTERY ENERGY STORAGE SYSTEM STRUCTURES, any equipment, underground wiring, or cabling. The applicant shall contact affected landowners and tenants and the Champaign County Soil and Water Conservation District and any relevant drainage district for their knowledge of tile line locations prior to the proposed construction. Drainage districts shall be notified at least two weeks prior to disruption of tile.
  - b. The location of drainage district tile lines shall be identified prior to any construction and drainage district tile lines shall be protected from disturbance as follows:
    - (a) All identified drainage district tile lines and any known existing drainage district tile easement shall be staked or flagged prior to construction to alert construction crews of the presence of drainage district tile and the related easement.
    - (b) Any drainage district tile for which there is no existing easement shall be protected from disturbance by a 30 feet wide no-construction buffer on either side of the drainage district tile. The no-construction buffer shall be staked or flagged prior to the start of construction and shall remain valid for the lifetime of the TIER-2 BATTERY ENERGY STORAGE SYSTEM SPECIAL USE Permit and during any deconstruction activities that may occur pursuant to the TIER-2 BATTERY ENERGY STORAGE SYSTEM SPECIAL USE Permit.
    - (c) Construction shall be prohibited within any existing drainage district easement and also prohibited within any 30 feet wide no-construction buffer on either side of drainage district tile that does not have an existing easement unless specific construction is authorized in writing by all commissioners of the relevant drainage district. A copy of the written



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authorization shall be provided to the Zoning Administrator prior to the commencement of construction.

- c. Any agricultural drainage tile located underneath construction staging areas, access lanes, and driveways shall be replaced as required in Section 6.3 of the Champaign County Storm Water Management and Erosion Control Ordinance.
  - d. Any agricultural drainage tile that must be relocated shall be relocated as required in the *Champaign County Storm Water Management and Erosion Control Ordinance*.
  - e. Conformance of any relocation of drainage district tile with the *Champaign County Storm Water Management and Erosion Control Ordinance* shall be certified by an Illinois Professional Engineer. Written approval by the drainage district shall be received prior to any backfilling of the relocated drain tile and a copy of the approval shall be submitted to the Zoning Administrator. As-built drawings shall be provided to both the relevant drainage district and the Zoning Administrator of any relocated drainage district tile.
  - f. All tile lines that are damaged, cut, or removed shall be staked or flagged in such manner that they will remain visible until the permanent repairs are completed.
  - g. All exposed tile lines shall be screened or otherwise protected to prevent the entry into the tile of foreign materials, loose soil, small mammals, etc.
  - h. Permanent tile repairs shall be made within 14 days of the tile damage provided that weather and soil conditions are suitable or a temporary tile repair shall be made. Immediate temporary repair shall also be required if water is flowing through any damaged tile line. Temporary repairs are not needed if the tile lines are dry and water is not flowing in the tile provided the permanent repairs can be made within 14 days of the damage.
  - i. All damaged tile shall be repaired so as to operate as well after construction as before the construction began.
  - j. Following completion of the TIER-2 BATTERY ENERGY STORAGE SYSTEM construction, the applicant shall be responsible for correcting all tile line repairs that fail, provided that the failed repair was made by the Applicant.
- (3) All soil conservation practices (such as terraces, grassed waterways, etc.) that are damaged by TIER-2 BATTERY ENERGY STORAGE SYSTEM construction, maintenance, and/or decommissioning shall be restored by the

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applicant to the pre- TIER-2 BATTERY ENERGY STORAGE SYSTEM construction condition.

### **(4) Topsoil replacement**

For any open trenching required pursuant to TIER-2 BATTERY ENERGY STORAGE SYSTEM construction, the topsoil shall be stripped and replaced as follows:

- a. The top 12 inches of topsoil shall first be stripped from the area to be trenched and from an adjacent area to be used for subsoil storage. The topsoil shall be stored in a windrow parallel to the trench in such a manner that that it will not become intermixed with subsoil materials.
- b. All subsoil material that is removed from the trench shall be placed in the second adjacent stripped windrow parallel to the trench but separate from the topsoil windrow.
- c. In backfilling the trench, the stockpiled subsoil material shall be placed back into the trench before replacing the topsoil.
- d. The topsoil must be replaced such that after settling occurs, the topsoil's original depth and contour (with an allowance for settling) will be restored.

### **(5) Mitigation of soil compacting and rutting**

- a. The Applicant shall not be responsible for mitigation of soil compaction and rutting if exempted by the TIER-2 BATTERY ENERGY STORAGE SYSTEM lease.
- b. Unless specifically provided for otherwise in the TIER-2 BATTERY ENERGY STORAGE SYSTEM lease, the Applicant shall mitigate soil compaction and rutting for all areas of farmland that were traversed with vehicles and construction equipment or where topsoil is replaced in open trenches.

### **(6) Land leveling**

- a. The Applicant shall not be responsible for leveling of disturbed land if exempted by the TIER-2 BATTERY ENERGY STORAGE SYSTEM lease.
- b. Unless specifically provided for otherwise in the TIER-2 BATTERY ENERGY STORAGE SYSTEM lease, the Applicant shall level all disturbed land as follows:

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- (a) Following the completion of any open trenching, the applicant shall restore all land to its original pre-construction elevation and contour.
    - (b) Should uneven settling occur or surface drainage problems develop as a result of the trenching within the first year after completion, the applicant shall again restore the land to its original pre-construction elevation and contour.
  - (7) Permanent Erosion and Sedimentation Control Plan
    - a. Prior to the approval of any Zoning Use Permit, the Applicant shall provide a permanent soil erosion and sedimentation plan for the TIER-2 BATTERY ENERGY STORAGE SYSTEM including any access road that conforms to the relevant Natural Resources Conservation Service guidelines and that is prepared by an Illinois Licensed Professional Engineer.
    - b. As-built documentation of all permanent soil erosion and sedimentation improvements for the TIER-2 BATTERY ENERGY STORAGE SYSTEM including any access road prepared by an Illinois Licensed Professional Engineer shall be submitted and accepted by the Zoning Administrator prior to approval of any Zoning Compliance Certificate.
  - (8) Retention of all topsoil

No topsoil may be removed, stripped, or sold from the proposed SPECIAL USE Permit site pursuant to or as part of the construction of the TIER-2 BATTERY ENERGY STORAGE SYSTEM.
  - (9) Minimize disturbance to BEST PRIME FARMLAND
    - a. Any TIER-2 BATTERY ENERGY STORAGE SYSTEM to be located on BEST PRIME FARMLAND shall minimize the disturbance to BEST PRIME FARMLAND as follows:
      - (a) The disturbance to BEST PRIME FARMLAND caused by construction and operation of the TIER-2 BATTERY ENERGY STORAGE SYSTEM shall be minimized at all times consistent with good engineering practice.
- F. Standard Conditions for Use of Public Streets

Any TIER-2 BATTERY ENERGY STORAGE SYSTEM applicant proposing to use any County Highway or a township or municipal STREET for the purpose of transporting TIER-2 BATTERY ENERGY STORAGE SYSTEM equipment for construction, operation, or maintenance of the TIER-2 BATTERY ENERGY

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STORAGE SYSTEM shall identify all such public STREETS and pay the costs of any necessary permits and the costs to repair any damage to the STREETS caused by the TIER-2 BATTERY ENERGY STORAGE SYSTEM construction, as follows:

- (1) Prior to the close of the public hearing before the BOARD, the Applicant shall enter into a Roadway Upgrade and Maintenance agreement approved by the County Engineer and State's Attorney; or Township Highway Commissioner; or municipality where relevant, except for any TIER-2 BATTERY ENERGY STORAGE SYSTEM for which the relevant highway authority has agreed in writing to waive the requirements of subparagraphs 6.1.8 F.1, 6.1.8 F.2, and 6.1.8 F.3, and the signed and executed Roadway Upgrade and Maintenance agreements must provide for the following minimum conditions:
  - a. The applicant shall agree to conduct a pre- TIER-2 BATTERY ENERGY STORAGE SYSTEM construction baseline survey to determine existing STREET conditions for assessing potential future damage including the following:
    - (a) A videotape of the affected length of each subject STREET supplemented by photographs if necessary.
    - (b) Pay for costs of the County to hire a consultant to make a study of any structure on the proposed route that the County Engineer feels may not carry the loads likely during the TIER-2 BATTERY ENERGY STORAGE SYSTEM construction.
    - (c) Pay for any strengthening of STREET structures that may be necessary to accommodate the proposed traffic loads caused by the PV SOLAR FARM construction.
  - b. The Applicant shall agree to pay for costs of the County Engineer to hire a consultant to make a study of any structure on the proposed route that the County Engineer feels may not carry the loads likely during the TIER-2 BATTERY ENERGY STORAGE SYSTEM construction and pay for any strengthening of structures that may be necessary to accommodate the proposed traffic loads caused by the TIER-2 BATTERY ENERGY STORAGE SYSTEM construction.
  - c. The Applicant shall agree upon an estimate of costs for any other necessary roadway improvements prior to construction.
  - d. The Applicant shall obtain any necessary approvals for the STREET improvements from the relevant STREET maintenance authority.

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- e. The Applicant shall obtain any necessary Access Permits including any required plans.
- f. The Applicant shall erect permanent markers indicating the presence of underground cables.
- g. The Applicant shall install marker tape in any cable trench.
- h. The Applicant shall become a member of the Illinois statewide One-Call Notice System (otherwise known as the Joint Utility Locating Information for Excavators or “JULIE”) and provide JULIE with all of the information necessary to update its record with respect to the TIER-2 BATTERY ENERGY STORAGE SYSTEM.
- i. The Applicant shall use directional boring equipment to make all crossings of County Highways for the cable collection system.
- j. The Applicant shall notify the STREET maintenance authority in advance of all oversize moves and crane crossings.
- k. The Applicant shall provide the County Engineer with a copy of each overweight and oversize permit issued by the Illinois Department of Transportation for the TIER-2 BATTERY ENERGY STORAGE SYSTEM construction.
- l. The Applicant shall transport the TIER-2 BATTERY ENERGY STORAGE SYSTEM loads so as to minimize adverse impact on the local traffic including farm traffic.
- m. The Applicant shall schedule TIER-2 BATTERY ENERGY STORAGE SYSTEM construction traffic in a way to minimize adverse impacts on emergency response vehicles, rural mail delivery, school bus traffic, and local agricultural traffic.
- n. The Applicant shall provide as much advance notice as in commercially reasonable to obtain approval of the STREET maintenance authority when it is necessary for a STREET to be closed due to a crane crossing or for any other reason. Notwithstanding the generality of the aforementioned, the Applicant will provide 48 hours notice to the extent reasonably practicable.
- o. The Applicant shall provide signs indicating all highway and STREET closures and work zones in accordance with the Illinois Department of Transportation Manual on Uniform Traffic Control Devices.
- p. The Applicant shall establish a single escrow account and a single Irrevocable Letter of Credit for the cost of all STREET upgrades and

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repairs pursuant to the TIER-2 BATTERY ENERGY STORAGE SYSTEM construction.

- q. The Applicant shall notify all relevant parties of any temporary STREET closures.
- r. The Applicant shall obtain easements and other land rights needed to fulfill the Applicant's obligations under this Agreement.
- s. The Applicant shall agree that the County shall design all STREET upgrades in accordance with the most recent edition of the IDOT Bureau of Local Roads and Streets Manual.
- t. The Applicant shall provide written Notice to Proceed to the relevant STREET maintenance authority by December 31 of each year that identifies the STREETS to be upgraded during the following year.
- u. The Applicant shall provide dust control and grading work to the reasonable satisfaction of the County Engineer on STREETS that become aggregate surface STREETS.
- v. The Applicant shall conduct a post- TIER-2 BATTERY ENERGY STORAGE SYSTEM construction baseline survey similar to the pre- TIER-2 BATTERY ENERGY STORAGE SYSTEM construction baseline survey to identify the extent of repairs necessary to return the STREETS to the pre- TIER-2 BATTERY ENERGY STORAGE SYSTEM construction condition.
- w. The Applicant shall pay for the cost of all repairs to all STREETS that are damaged by the Applicant during the construction of the TIER-2 BATTERY ENERGY STORAGE SYSTEM and restore such STREETS to the condition they were in at the time of the pre-TIER-2 BATTERY ENERGY STORAGE SYSTEM construction inventory.
- x. All TIER-2 BATTERY ENERGY STORAGE SYSTEM construction traffic shall exclusively use routes designated in the approved Transportation Impact Analysis.
- y. The Applicant shall provide liability insurance in an acceptable amount to cover the required STREET construction activities.
- z. The Applicant shall pay for the present worth costs of life consumed by the construction traffic as determined by the pavement management surveys and reports on the roads which do not show significant enough deterioration to warrant immediate restoration.

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- aa. Provisions for expiration date on the agreement.
  - bb. Other conditions that may be required.
- (2) A condition of the County Board SPECIAL USE Permit approval shall be that the Zoning Administrator shall not authorize a Zoning Use Permit for the TIER-2 BATTERY ENERGY STORAGE SYSTEM until the County Engineer and State’s Attorney, or Township Highway Commissioner, or municipality where relevant, has approved a Transportation Impact Analysis provided by the Applicant and prepared by an independent engineer that is mutually acceptable to the Applicant and the County Engineer and State’s Attorney, or Township Highway Commissioner, or municipality where relevant, that includes the following:
- a. Identify all such public STREETS or portions thereof that are intended to be used by the Applicant during construction of the TIER-2 BATTERY ENERGY STORAGE SYSTEM as well as the number of loads, per axle weight of each load, and type of equipment that will be used to transport each load.
  - b. A schedule of the across road culverts and bridges affected by the project and the recommendations as to actions, if any, required with respect to such culverts and bridges and estimates of the cost to replace such culverts and bridges.
  - c. A schedule of the anticipated STREET repair costs to be made in advance of the TIER-2 BATTERY ENERGY STORAGE SYSTEM construction and following construction of the TIER-2 BATTERY ENERGY STORAGE SYSTEM.
  - d. The Applicant shall reimburse the County Engineer, or Township Highway Commissioner, or municipality where relevant, for all reasonable engineering fees including the cost of a third-party consultant, incurred in connection with the review and approval of the Transportation Impact Analysis.
- (3) At such time as decommissioning takes place, the Applicant or its successors in interest shall enter into a Roadway Use and Repair Agreement with the appropriate highway authority.
- G. Standard Conditions for Coordination with Local Fire Protection District
- (1) The Applicant shall submit to the local fire protection district a copy of the site plan.
  - (2) The Owner or Operator shall cooperate with the local fire protection district to develop the fire protection district’s emergency response plan. The emergency response plan shall include the following information:

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- a. Procedures for safe shutdown, de-energizing, or isolation of equipment and systems under emergency conditions to reduce the risk of fire, electric shock, and personal injuries, and for safe start-up following cessation of emergency conditions.
- b. Procedures for inspection and testing of associated alarms, interlocks, and controls.
- c. Procedures to be followed in response to notifications from the TIER-2 BATTERY ENERGY STORAGE MANAGEMENT SYSTEM, when provided, that could signify potentially dangerous conditions, including shutting down equipment, summoning service and repair personnel, and providing agreed upon notification to fire department personnel for potentially hazardous conditions in the event of a system failure.
- d. Emergency procedures to be followed in case of fire, explosion, release of liquids or vapors, damage to critical moving parts, or other potentially dangerous conditions. Procedures can include sounding the alarm, notifying the fire department, evacuating personnel, de-energizing equipment, and controlling and extinguishing the fire.
- e. Response considerations similar to a safety data sheet (SDS) that will address response safety concerns and extinguishment when an SDS is not required.
- f. Procedures for dealing with TIER-2 BATTERY ENERGY STORAGE SYSTEM equipment damaged in a fire or other emergency event, including maintaining contact information for personnel qualified to safely remove damaged TIER-2 BATTERY ENERGY STORAGE SYSTEM equipment from the facility.
- g. Other procedures as determined necessary by the relevant Fire Protection District to provide for the safety of occupants, neighboring properties, and emergency responders.
- h. Procedures and schedules for conducting drills of these procedures and for training local first responders on the contents of the plan and appropriate response procedures.

Source: NY BESS Guidebook for Local Governments

- (3) Nothing in this section shall alleviate the need to comply with all other applicable fire laws and regulations.

### H. Standard Conditions for Allowable Noise Level



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- (1) Noise levels from any TIER-2 BATTERY ENERGY STORAGE SYSTEM shall be in compliance with the applicable Illinois Pollution Control Board (IPCB) regulations (*35 Illinois Administrative Code*, Subtitle H: Noise, Parts 900, 901, 910).
- (2) The Applicant shall submit manufacturer's sound power level characteristics and other relevant data regarding noise characteristics of proposed TIER-2 BATTERY ENERGY STORAGE SYSTEM equipment necessary for a competent noise analysis.
- (3) The Applicant, through the use of a qualified professional, as part of the siting approval application process, shall appropriately demonstrate compliance with the above noise requirements as follows:
  - a. The SPECIAL USE Permit application for a TIER-2 BATTERY ENERGY STORAGE SYSTEM shall include a noise analysis that includes the following:
    - (a) The pre-development 24-hour ambient background sound level shall be identified at representative locations near the site of the proposed TIER-2 BATTERY ENERGY STORAGE SYSTEM.
    - (b) Computer modeling shall be used to generate the anticipated sound level resulting from the operation of the proposed TIER-2 BATTERY ENERGY STORAGE SYSTEM within 1,500 feet of the proposed TIER-2 BATTERY ENERGY STORAGE SYSTEM.
    - (c) Results of the ambient background sound level monitoring and the modeling of anticipated sound levels shall be clearly stated in the application and the application shall include a map of the modeled noise contours within 1,500 feet of the proposed TIER-2 BATTERY ENERGY STORAGE SYSTEM.
    - (d) The application shall also clearly state the assumptions of the computer model's construction and algorithms so that a competent and objective third party can as simply as possible verify the anticipated sound data and sound levels.
- (4) After construction of the TIER-2 BATTERY ENERGY STORAGE SYSTEM, the Zoning Administrator shall take appropriate enforcement action as necessary to investigate noise complaints in order to determine the validity of the complaints and take any additional enforcement action as proves warranted to stop any violation that is occurring, including but not limited to the following:

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- a. The Zoning Administrator shall make the Environment and Land Use Committee aware of complaints about noise.
- b. If the Environment and Land Use Committee determines that the noise is excessive, the Environment and Land Use Committee shall require the Owner or Operator to take responsible steps to mitigate the excessive noise.

**I. Standard Conditions for Endangered Species Consultation**

The Applicant shall apply for consultation with the Endangered Species Program of the Illinois Department of Natural Resources. The Application shall include a copy of the Agency Action Report from the Endangered Species Program of the Illinois Department of Natural Resources or, if applicable, a copy of the Detailed Action Plan Report submitted to the Endangered Species Program of the Illinois Department of Natural Resources and a copy of the response from the Illinois Department of Natural Resources.

**J. Standard Conditions for Historic and Archaeological Resources Review**

The Applicant shall apply for consultation with the State Historic Preservation Officer of the Illinois Department of Natural Resources. The Application shall include a copy of the Agency Action Report for the State Historic Preservation Officer of the Illinois Department of Natural Resources.

**K. Standard Conditions for Acceptable Wildlife Impacts**

The TIER-2 BATTERY ENERGY STORAGE SYSTEM shall be located, designed, constructed, and operated so as to avoid and if necessary mitigate the impacts to wildlife to a sustainable level of mortality.

**L. Screening and Fencing**

**(1) Perimeter fencing**

- a. TIER-2 BATTERY ENERGY STORAGE SYSTEM equipment and structures shall be fully enclosed and secured by a fence with a minimum height of 7 feet.
- b. Knox boxes and keys shall be provided at locked entrances for emergency personnel access.
- c. Vegetation between the fencing and the LOT LINE shall be maintained such that NOXIOUS WEEDS are controlled or eradicated consistent with the Illinois Noxious Weed Law (505 ILCS 100/1 *et. seq.*). Management of the vegetation shall be explained in the application.

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### (2) Screening

- a. Areas within 10 feet on each side of the TIER-2 BATTERY ENERGY STORAGE SYSTEM shall be cleared of combustible vegetation and other combustible growth. **Source: DeKalb County draft ordinance**
- b. A visual screen shall be provided around the perimeter of the TIER-2 BATTERY ENERGY STORAGE SYSTEM as follows:
  - (a) The visual screen shall be provided for any part of the TIER-2 BATTERY ENERGY STORAGE SYSTEM that is visible to and located within 1,000 feet of an existing DWELLING or residential DISTRICT except that the visual screen may not be required within the full 1,000 feet of an existing DWELLING or residential DISTRICT provided the Applicant submits a landscape plan prepared by an Illinois Registered Landscape Architect and the BOARD finds that the visual screen in the landscape plan provides adequate screening. However, the visual screen shall not be required if the TIER-2 BATTERY ENERGY STORAGE SYSTEM is not visible to a DWELLING or residential DISTRICT by virtue of the existing topography.
  - (b) The visual screen shall be waived if the owner(s) of a relevant DWELLING(S) have agreed in writing to waive the screening requirement and a copy of the written waiver is submitted to the BOARD or GOVERNING BODY.
  - (c) The visual screen shall be a vegetated buffer as follows:
    - i. A vegetated visual screen buffer that shall include a continuous line of native evergreen foliage and/or native shrubs and/or native trees and/or any existing wooded area and/or plantings of tall native grasses and other native flowering plants and/or an area of agricultural crop production that will conceal the TIER-2 BATTERY ENERGY STORAGE SYSTEM from view from adjacent abutting property may be authorized as an alternative visual screen subject to specific conditions.
    - ii. Any vegetation that is part of the approved visual screen buffer shall be maintained in perpetuity of the TIER-2 BATTERY ENERGY STORAGE SYSTEM. If the evergreen foliage below a height of 7 feet disappears over time, the screening shall be replaced.

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- iii. The continuous line of native evergreen foliage and/or native shrubs and/or native trees shall be planted at a minimum height of 5 feet tall and shall be planted in multiple rows as required to provide a 50% screen within 2 years of planting. The planting shall otherwise conform to Natural Resources Conservation Service Practice Standard 380 Windbreak/Shelterbreak Establishment except that the planting shall be located as close as possible to the PV SOLAR FARM fence while still providing adequate clearance for maintenance.
  - iv. A planting of tall native grasses and other native flowering plants may be used as a visual screen buffer provided that the width of planting shall be authorized by the BOARD and the planting shall otherwise be planted and maintained per the recommendations of the Natural Resources Conservation Service Practice Standard 327 Conservation Cover and further provided that the PV SOLAR FARM perimeter fence is opaque.
  - v. An area of agricultural crop production may also be authorized by the BOARD as an alternative visual screen buffer with a width of planting as authorized by the BOARD provided that the TIER-2 BATTERY ENERGY STORAGE SYSTEM perimeter fence is opaque. Any area of crop production that is used as a vegetated visual screen shall be planted annually and shall be replanted as necessary to ensure a crop every year regardless of weather or market conditions.
  - vi. Any vegetated screen buffer shall be detailed in a landscape plan drawing that shall be included with the TIER-2 BATTERY ENERGY STORAGE SYSTEM SPECIAL USE Permit application.
- M. Standard Condition for Liability Insurance
- (1) The Owner or Operator of the TIER-2 BATTERY ENERGY STORAGE SYSTEM shall maintain a current general liability policy covering bodily injury and property damage with minimum limits of at least \$5 million per occurrence and \$5 million in the aggregate.
  - (2) The general liability policy shall identify landowners in the SPECIAL USE Permit as additional insured.
- N. Operational Standard Conditions

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- (1) Maintenance
  - a. Any physical modification to the TIER-2 BATTERY ENERGY STORAGE SYSTEM that increases the number of batteries or structures and/or the land area occupied by the TIER-2 BATTERY ENERGY STORAGE SYSTEM shall require a new SPECIAL USE Permit. Like-kind replacements shall not require recertification nor will replacement of equipment provided replacement is done in fashion similar to the original installation.
- (2) Materials Handling, Storage and Disposal
  - a. All solid wastes related to the construction, operation and maintenance of the TIER-2 BATTERY ENERGY STORAGE SYSTEM shall be removed from the site promptly and disposed of in accordance with all Federal, State and local laws.
  - b. All hazardous materials related to the construction, operation, maintenance, and decommissioning of the TIER-2 BATTERY ENERGY STORAGE SYSTEM shall be handled, stored, transported and disposed of in accordance with all applicable local, State and Federal laws.
- (3) Vegetation management
  - a. The TIER-2 BATTERY ENERGY STORAGE SYSTEM SPECIAL USE Permit application shall include a weed control plan for the total area of the SPECIAL USE Permit including areas both inside of and outside of the perimeter fencing.
  - b. The weed control plan shall ensure the control and/or eradication of NOXIOUS WEEDS consistent with the Illinois Noxious Weed Law (55 ILCS 100/1 *et. seq.*).
  - c. The weed control plan shall be explained in the application.

### O. Standard Condition for Decommissioning and Site Reclamation Plan

- (1) The Applicant shall submit a signed decommissioning and site reclamation plan conforming to the requirements of paragraph 6.1.1A.
- (2) In addition to the purposes listed in subparagraph 6.1.1A.4., the decommissioning and site reclamation plan shall also include provisions for anticipated repairs to any public STREET used for the purpose of reclamation of the TIER-2 BATTERY ENERGY STORAGE SYSTEM and all costs related to removal of access driveways.

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- (3) The decommissioning and site reclamation plan required in paragraph 6.1.1A. shall also include the following:
- a. A stipulation that the applicant or successor shall notify the GOVERNING BODY by certified mail of the commencement of voluntary or involuntary bankruptcy proceeding, naming the applicant as debtor, within ten days of commencement of proceeding.
  - b. A stipulation that the applicant shall agree that the sale, assignment in fact or law, or such other transfer of applicant's financial interest in the TIER-2 BATTERY ENERGY STORAGE SYSTEM shall in no way affect or change the applicant's obligation to continue to comply with the terms of this plan. Any successor in interest, assignee, and all parties to the decommissioning and site reclamation plan shall assume the terms, covenants, and obligations of this plan and agrees to assume all reclamation liability and responsibility for the TIER-2 BATTERY ENERGY STORAGE SYSTEM.
  - c. Authorization for the GOVERNING BODY and its authorized representatives for right of entry onto the TIER-2 BATTERY ENERGY STORAGE SYSTEM premises for the purpose of inspecting the methods of reclamation or for performing actual reclamation if necessary.
  - d. A stipulation that at such time as decommissioning takes place the Applicant, its successors in interest, and all parties to the decommissioning and site reclamation plan are required to enter into a Roadway Use and Repair Agreement with the relevant highway authority.
  - e. A stipulation that the Applicant, its successors in interest, and all parties to the decommissioning and site reclamation plan shall provide evidence of any new, additional, or substitute financing or security agreement to the Zoning Administrator throughout the operating lifetime of the project.
  - f. A stipulation that the Applicant, its successors in interest, and all parties to the decommissioning and site reclamation plan shall be obliged to perform the work in the decommissioning and site reclamation plan before abandoning the TIER-2 BATTERY ENERGY STORAGE SYSTEM or prior to ceasing operations of the TIER-2 BATTERY ENERGY STORAGE SYSTEM, after it has begun, other than in the ordinary course of business. This obligation shall be independent of the obligation to pay financial assurance and shall not be limited by the amount of financial assurance. The

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obligation to perform the reclamation work shall constitute a covenant running with the land.

- g. The decommissioning and site reclamation plan shall provide for payment of any associated costs that Champaign COUNTY may incur in the event that decommissioning is actually required. Associated costs include all administrative and ancillary costs associated with drawing upon the financial assurance and performing the reclamation work and shall include but not be limited to: attorney's fees; construction management and other professional fees; and, the costs of preparing requests for proposals and bidding documents required to comply with State law or Champaign COUNTY purchasing policies.
- h. Provisions for the removal of structures, debris, cabling, and associated equipment on the surface and to a level of not less than five feet below the surface, and the sequence in which removal is expected to occur. **Source: Sangamon County, IL**
- i. A stipulation that should the decommissioning and site reclamation plan be deemed invalid by a court of competent jurisdiction the TIER-2 BATTERY ENERGY STORAGE SYSTEM SPECIAL USE Permit shall be deemed void.
- j. A stipulation that the Applicant's obligation to complete the decommissioning and site reclamation plan and to pay all associated costs shall be independent of the Applicant's obligation to provide financial assurance.
- k. A stipulation that the liability of the Applicant's failure to complete the decommissioning and site reclamation plan or any breach of the decommissioning and site reclamation plan requirement shall not be capped by the amount of financial assurance.
- l. If the Applicant desires to remove equipment or property credited to the estimated salvage value without the concurrent replacement of the property with property of equal or greater salvage value, or if the Applicant installs equipment or property increasing the cost of decommissioning after the TIER-2 BATTERY ENERGY STORAGE SYSTEM begins operations, at any point, the Applicant shall first obtain the consent of the Zoning Administrator. If the Applicant's lien holders remove equipment or property credited to the salvage value, the Applicant shall promptly notify the Zoning Administrator. In either of these events, the total financial assurance shall be adjusted to reflect any change in total salvage value and total decommissioning costs resulting from any such removal or installation.

## EXHIBIT A: PROPOSED AMENDMENT

- m. A listing of any contingencies for removing an intact operational energy storage system from service, and for removing an energy storage system from service that has been damaged by a fire or other event.
- (4) To comply with paragraph 6.1.1A.5., the Applicant shall provide financial assurance in the form of an irrevocable letter of credit as follows:
- a. At the time of SPECIAL USE Permit approval, the amount of financial assurance to be provided for the decommissioning and site reclamation plan shall be 125% of the decommissioning cost as determined in the independent engineer's cost estimate to complete the decommissioning work described in Section 6.1.1A.4.a. and 6.1.1A.4.b., and 6.1.1A.4c. and shall otherwise be compliant with Section 6.1.1A.5. except that if the TIER-2 BATTERY ENERGY STORAGE SYSTEM has a limited power warranty to provide not less than 80% nominal power output up to 25 years and proof of that warranty is provided at the time of Zoning Use Permit approval, financial assurance may be provided for the decommissioning and site reclamation plan as follows:
    - (a) No Zoning Use Permit to authorize construction of the TIER-2 BATTERY ENERGY STORAGE SYSTEM shall be authorized by the Zoning Administrator until the TIER-2 BATTERY ENERGY STORAGE SYSTEM owner shall provide the COUNTY with financial assurance to cover 10% of the decommissioning cost as determined in the independent engineer's cost estimate to complete the decommissioning work described in Sections 6.1.1A.4.a. and 6.1.1A.4.b. and 6.1.1A.4.c. and otherwise compliant with Section 6.1.1A.5.
    - (b) On or before the sixth anniversary of the Commercial Operation Date, the TIER-2 BATTERY ENERGY STORAGE SYSTEM Owner shall provide the COUNTY with Financial Assurance to cover 50% of the decommissioning cost as determined in the independent engineer's cost estimate to complete the decommissioning work described in Sections 6.1.1A.4.a. and 6.1.1A.4.b. and 6.1.1A.4.c. and otherwise compliant with Section 6.1.1A.5.
    - (c) On or before the eleventh anniversary of the Commercial Operation Date, the TIER-2 BATTERY ENERGY STORAGE SYSTEM Owner shall provide the COUNTY with Financial Assurance to cover 100% of the decommissioning cost as determined in the independent engineer's cost estimate to complete the decommissioning



## EXHIBIT A: PROPOSED AMENDMENT

work described in Sections 6.1.1A.4.a. and 6.1.1A.4.b. and 6.1.1A.4.c. and otherwise compliant with Section 6.1.1A.5.

- b. Net salvage value may be deducted for decommissioning costs as follows:
  - (a) One of the following standards shall be met:
    - i. The Applicant, its successors in interest, and all parties to the decommissioning and site reclamation plan shall maintain the TIER-2 BATTERY ENERGY STORAGE SYSTEM free and clear of liens and encumbrances, including financing liens and shall provide proof of the same prior to issuance of the SPECIAL USE Permit; or
    - ii. The Applicant, its successors in interest, and all parties to the decommissioning and site reclamation plan shall deduct from the salvage value credit the amount of any lien or encumbrance on the TIER-2 BATTERY ENERGY STORAGE SYSTEM; or
    - iii. Any and all financing and/or financial security agreements entered into by the Applicant, its successors in interest, and all parties to the decommissioning and site reclamation plan shall expressly provide that the agreements are subject to the covenant required by Section 6.1.1A.2 that the reclamation work be done.
  - (b) The Applicant, its successors in interest, and all parties to the decommissioning and site reclamation plan shall provide proof of compliance with paragraph 6.1.8 O.(4).b.(a) prior to the issuance of any Zoning Use Permit and upon every renewal of the financial assurance and at any other time upon the request of the Zoning Administrator.
  - (c) The Applicant, its successors in interest, and all parties to the decommissioning and site reclamation plan shall provide in the decommissioning and site reclamation plan for legal transfer of the STRUCTURE to the demolisher to pay the costs of reclamation work, should the reclamation work be performed.
  - (d) The net estimated salvage value that is deducted from the estimated decommissioning costs shall be the salvage value that results after all related costs for demolition and any required preparation for transportation for reuse or recycling

## EXHIBIT A: PROPOSED AMENDMENT

- or for simple disposal and other similar costs including but not limited to the decommissioning of the TIER-2 BATTERY ENERGY STORAGE SYSTEM STRUCTURES, equipment, and access roads.
- (e) Estimated salvage value shall be based on the average salvage price of the past five years as published in a reputable source for salvage values and shall reflect sound engineering judgement as to anticipated changes in salvage prices prior to the next update of estimated net salvage value.
  - (f) The total financial assurance after deduction of the net estimated salvage value shall not be less than \$1,000 per acre.
  - (g) The credit for net estimated salvage value attributable to any TIER-2 BATTERY ENERGY STORAGE SYSTEM may not exceed the estimated cost of removal of the above-ground portion of that TIER-2 BATTERY ENERGY STORAGE SYSTEM on the subject site.
- c. The GOVERNING BODY has the right to require multiple letters of credit based on the regulations governing federal insurance for deposits.
- d. The Applicant, its successors in interest, and all parties to the decommissioning and site reclamation plan shall adjust the amount of the financial assurance to ensure that it reflects current and accurate information as follows:
- (a) On the tenth anniversary of the financial assurance and at least once every five years thereafter, the Applicant, its successors in interest, and all parties to the decommissioning and site reclamation plan shall use an independent Illinois Licensed Professional Engineer to provide updated estimates of decommissioning costs and salvage value, by including any changes due to inflation and/or change in salvage price. The Applicant, its successors in interest, and all parties to the decommissioning and site reclamation plan shall, upon receipt, provide a copy of the adjusted Professional Engineer's report to the Zoning Administrator.
  - (b) At all times, the value of the irrevocable letter of credit shall equal or exceed the amount of the independent engineer's cost estimate as increased by known and documented rates of inflation based on the Consumer Price Index since the TIER-

## EXHIBIT A: PROPOSED AMENDMENT

2 BATTERY ENERGY STORAGE SYSTEM was approved.

- e. The long term corporate debt (credit) rating of the letter of credit issuing financial institution by both Standard & Poor's Financial Services LLC (S&P) and Moody's Investors Service (Moody's) shall be equal to or greater than the minimum acceptable long term corporate debt (credit) rating, as follows:
    - (a) The Zoning Administrator shall verify the long term corporate debt (credit) rating of the proposed financial institution by Standard and Poor's Financial Services LLC (S&P) and/or Moody's Investors Service (Moody's) and/or the Kroll Bond Rating Agency.
    - (b) The minimum acceptable long term corporate debt (credit) rating of the proposed financial institution shall be a rating of "A-" by S&P or a rating of "A3" by Moody's, or a rating of "A-" by Kroll Bond Rating Agency.
    - (c) Whenever the most current long term corporate debt (credit) rating of the proposed financial institution by either S&P, Moody's, or Kroll Bond Rating Agency is lower than the minimum acceptable long term corporate debt (credit) rating, the letter of credit shall be replaced with a new irrevocable letter of credit from an issuing financial institution whose most current long term corporate debt (credit) rating by either S&P, Moody's, or Kroll Bond Rating Agency meets or exceeds the minimum acceptable long term corporate debt (credit) rating.
  - f. Should the salvage value of components be adjusted downward or the decommissioning costs adjusted upward pursuant to paragraph 6.1.8 O.(4)d., the amount of the irrevocable letter of credit pursuant to this paragraph 6.1.8 O.(4) shall be increased to reflect the adjustment, as if the adjusted estimate were the initial estimate.
  - g. Unless the Governing Body approves otherwise, the Champaign County State's Attorney's Office shall review and approve every Letter of Credit prior to acceptance by the Zoning Administrator.
- (5) In addition to the conditions listed in subparagraph 6.1.1A.9. the Zoning Administrator may also draw on the funds for the following reasons:
- a. In the event that any TIER-2 BATTERY ENERGY STORAGE SYSTEM or component thereof ceases to be functional for more than six consecutive months after it starts producing electricity and

## EXHIBIT A: PROPOSED AMENDMENT

- the Owner is not diligently repairing such TIER-2 BATTERY ENERGY STORAGE SYSTEM or component.
- b. In the event that the Owner declares the TIER-2 BATTERY ENERGY STORAGE SYSTEM or any TIER-2 BATTERY ENERGY STORAGE SYSTEM component to be functionally obsolete for tax purposes.
  - c. There is a delay in the construction of any TIER-2 BATTERY ENERGY STORAGE SYSTEM of more than 6 months after construction on that TIER-2 BATTERY ENERGY STORAGE SYSTEM begins.
  - d. Any TIER-2 BATTERY ENERGY STORAGE SYSTEM or component thereof that appears in a state of disrepair or imminent collapse and/or creates an imminent threat to the health or safety of the public or any person.
  - e. Any TIER-2 BATTERY ENERGY STORAGE SYSTEM or component thereof that is otherwise derelict for a period of 6 months.
  - f. The TIER-2 BATTERY ENERGY STORAGE SYSTEM is in violation of the terms of the TIER-2 BATTERY ENERGY STORAGE SYSTEM SPECIAL USE Permit for a period exceeding ninety (90) days.
  - g. The Applicant, its successors in interest, and all parties to the decommissioning and site reclamation plan has failed to maintain financial assurance in the form and amount required by the SPECIAL USE Permit or compromised the COUNTY's interest in the decommissioning and site reclamation plan.
  - h. The COUNTY discovers any material misstatement of fact of misleading omission of fact made by the Applicant in the course of the SPECIAL USE Permit Zoning Case.
  - i. The Applicant has either failed to receive a copy of the certification of design compliance required by paragraph 6.1.8 D. or failed to submit it to the COUNTY within 12 consecutive months of receiving a Zoning Use Permit regardless of the efforts of the Applicant to obtain such certification.
- (6) The Zoning Administrator may, but is not required to, deem the TIER-2 BATTERY ENERGY STORAGE SYSTEM abandoned, or the standards set forth in Section 6.1.8 O.(5) met, with respect to some, but not all, of the TIER-2 BATTERY ENERGY STORAGE SYSTEM. In that event, the Zoning Administrator may draw upon the financial assurance to perform the

## EXHIBIT A: PROPOSED AMENDMENT

reclamation work as to that portion of the TIER-2 BATTERY ENERGY STORAGE SYSTEM only. Upon completion of that reclamation work, the salvage value and reclamation costs shall be recalculated as to the remaining TIER-2 BATTERY ENERGY STORAGE SYSTEM.

- (7) The decommissioning and site reclamation plan shall be included as a condition of approval by the Board and the signed and executed irrevocable letter of credit and evidence of the escrow account must be submitted to the Zoning Administrator prior to any Zoning Use Permit approval.

### P. Complaint Hotline

- (1) Prior to the commencement of construction on the TIER-2 BATTERY ENERGY STORAGE SYSTEM and during the entire term of the COUNTY Board SPECIAL USE Permit and any extension, the Applicant and Owner shall establish a telephone number hotline for the general public to call with any complaints or questions.
- (2) The telephone number hotline shall be publicized and posted at the operations and maintenance center and the construction marshalling yard.
- (3) The telephone number hotline shall be manned during usual business hours and shall be an answering recording service during other hours.
- (4) Each complaint call to the telephone number hotline shall be logged and identify the name and address of the caller and the reason for the call.
- (5) All calls shall be recorded and the recordings shall be saved for transcription for a minimum of two years.
- (6) A copy of the telephone number hotline log shall be provided to the Zoning Administrator on a monthly basis.
- (7) The Applicant and Owner shall take necessary actions to resolve all legitimate complaints.

### Q. Standard Conditions for Expiration of TIER-2 BATTERY ENERGY STORAGE SYSTEM SPECIAL USE Permit

A TIER-2 BATTERY ENERGY STORAGE SYSTEM SPECIAL USE Permit designation shall expire in 10 years if no Zoning Use Permit is granted.

### R. Application Requirements

- (1) In addition to all other information required on the SPECIAL USE Permit application and required by Section 9.1.11A.2., the application shall contain or be accompanied by the following information:

## EXHIBIT A: PROPOSED AMENDMENT

- a. A TIER-2 BATTERY ENERGY STORAGE SYSTEM Project Summary, including, to the extent available:
  - (a) A general description of the project, the maximum number and type of battery devices, the expected lifetime of the battery devices, and the potential equipment manufacturer(s).
  - (b) The specific proposed location of the TIER-2 BATTERY ENERGY STORAGE SYSTEM including all tax parcels on which the BATTERY ENERGY STORAGE SYSTEM will be constructed.
  - (c) A description of the Applicant, Owner and Operator, including their respective business structures.
- b. The name(s), address(es), and phone number(s) of the Applicant(s), Owner and Operator, and all property owner(s) for the TIER-2 BATTERY ENERGY STORAGE SYSTEM SPECIAL USE Permit.
- c. A site plan for the TIER-2 BATTERY ENERGY STORAGE SYSTEM indicating the following:
  - (a) The approximate planned location of all TIER-2 BATTERY ENERGY STORAGE SYSTEMS, property lines (including identification of adjoining properties), required separations, public access roads and turnout locations, access driveways, battery devices, electrical inverter(s), electrical transformer(s), electrical cabling, ancillary equipment, screening and fencing, third party transmission lines, maintenance and management facilities, and layout of all structures within the geographical boundaries of any applicable setback.
  - (b) The site plan shall clearly indicate the area of the proposed TIER-2 BATTERY ENERGY STORAGE SYSTEM SPECIAL USE Permit.
  - (c) The location of all below-ground wiring.
  - (d) The location, height, and appearance of all above-ground wiring and wiring structures.
  - (e) The separation of all TIER-2 BATTERY ENERGY STORAGE SYSTEM structures from adjacent DWELLINGS and/or PRINCIPAL BUILDINGS or uses shall be dimensioned on the approved site plan and that dimension shall establish the effective minimum separation

**EXHIBIT A: PROPOSED AMENDMENT**

that shall be required for any Zoning Use Permit. Greater separation and somewhat different locations may be provided in the approved site plan for the Zoning Use Permit provided that the greater separation does not increase the noise impacts that were approved in the TIER-2 BATTERY ENERGY STORAGE SYSTEM SPECIAL USE Permit.

- d. An electrical diagram detailing the TIER-2 BATTERY ENERGY STORAGE SYSTEM layout, associated components, and electrical interconnection methods, with all National Electrical Code compliant disconnects and overcurrent devices. **Source: Johnson County, IA**
- e. All other required studies, reports, certifications, and approvals demonstrating compliance with the provisions of this Ordinance.

(2) The Applicant shall notify the COUNTY of any changes to the information provided above that occurs while the SPECIAL USE Permit application is pending.

**6. Add new Section 9.3.1 K. as follows:**

- K. TIER-1 BATTERY ENERGY STORAGE SYSTEM.....no fee
- TIER-2 BATTERY ENERGY STORAGE SYSTEM.....\$1800 per megawatt

**7. Add new Section 9.3.3 B.(9) as follows:**

- (9) TIER-1 BATTERY ENERGY STORAGE SYSTEM.....no fee
- TIER-2 BATTERY ENERGY STORAGE SYSTEM.....\$1,320 per megawatt

**TO: Environment and Land Use Committee**

**FROM: John Hall, Zoning Administrator  
Susan Burgstrom, Senior Planner**

**DATE: December 22, 2023**

**RE: Proposed Amendment to the *Champaign County Nuisance Ordinance* prohibiting roosters in residential zoning districts within 1,000 feet of a home rule municipality**

**REQUEST: Hold for a 30-day review period**

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At its October 5, 2023 meeting, ELUC members discussed a request for a *Nuisance Ordinance* amendment to prohibit roosters in residential zoning districts within 1,000 feet of a home-rule municipality. ELUC members requested that Planning and Zoning Staff proceed with drawing up an amendment for their consideration.

The only home rule municipalities in Champaign County as of 2023 are Champaign, Urbana, Savoy, and Rantoul.

#### **PUBLIC COMMENTS RECEIVED**

In an email sent to ELUC members on September 20, 2023, Norman Davis, Champaign Township Supervisor, said he has received numerous complaints about a rooster. He requested an amendment to the Nuisance Ordinance to prohibit roosters within residentially zoned areas.

Several complaints were also received from the Dewey area in April 2022, and from another resident in the Seymour area on November 28, 2023. Dewey and Seymour are unincorporated towns that do not fall within 1,000 feet of a home rule municipality, so the proposed amendment would not be responsive to those complaints.

#### **ATTACHMENTS**

- A Email from Norman Davis, Champaign Township Supervisor, dated September 20, 2023
- B Map of Residential zoning districts within 1,000 feet of home rule municipalities created by P&Z Staff on December 14, 2023
- C Draft amendment to the *Nuisance Ordinance* dated December 22, 2023



## Susan Burgstrom

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**From:** John Hall  
**Sent:** Wednesday, December 13, 2023 1:58 PM  
**To:** Susan Burgstrom  
**Subject:** FW: Nuisance Code Changes

-----Original Message-----

From: Champaign Township Supervisor <supervisor@champaigntownship.com>  
Sent: Wednesday, September 20, 2023 10:19 AM  
To: Aaron Esry <ale7496@yahoo.com>; Jim Goss <jegoss64@gmail.com>; Kyle Patterson <kylepatterson@co.champaign.il.us>; Emily Rodriguez <erodriguez@co.champaign.il.us>; Jilmala Rogers <jilmalarogerscuforcountyboard@gmail.com>; Chris Stohr <cstohr.ccbd10@gmail.com>; Eric Thorsland <ericfor1@yahoo.com>  
Cc: Albert W. York <al.york@comcast.net>; Charles W. Campo <cwc43700@co.champaign.il.us>  
Subject: Nuisance Code Changes

September 20, 2023

To: The Champaign County Environment and Land Use Committee

From: Norman Davis, Champaign Township Supervisor

Ladies and Gentlemen:

I am writing to you today in my capacity as the Supervisor for Champaign Township. I would like to ask for and recommend a couple of amendments or additions (or refinements, if you will) to the existing ordinances pertaining to nuisance properties.

As the supervisor for the township, one of the main roles I have is to take constituent (resident) complaints and try to resolve them.

Recently, I have been receiving a plethora of complaints regarding the house at 2603 S. Mattis Ave, Champaign. It is, technically, within the unincorporated limits of Champaign County, being in Champaign Township. However, there seems to be some on-going problems with the property.

The owner does not seem to care if he leaves furniture, non-working vehicles, downed trees, etc., scattered around the yard. He also has domestic fowl on the property, including ducks and chickens and, especially, roosters. That is the reason behind the most recent spate of complaints: roosters crowing early in the morning when people are trying to sleep so that they can go to their jobs. I've had complaints about the bird crowing as early as 3:00 AM!

This property is not located a mile outside the city limits. It is, indeed, nearly next-door to properties within the city proper. It is a residential neighborhood, not an agricultural area.

What I would like to propose is an amendment to the nuisance code that would prohibit rooster within a residential zoning area. The City of Champaign does not allow rooster because of the noise they make, and I would like to see a similar addition to the codes for the county. Such a code addition would also need some teeth to the violations, such as a progressive fine system for successive violations.

This is a problem, and with the codes being as they are, the Zoning and Planning Department have their hands tied as there is no violation for having noise-making animals in the code. They can ask, but they can't prohibit such animals. I

have asked the Humane Society to look into the matter, but they told me that, in this area, they do not have people competent in farm animal violations. I believe my only recourse is your committee, for you to put together and recommend an amendment to the existing codes to prohibit noise-making animals, both barnyard and other domestic animals, such as barking dogs.

There is precedent for this action: in 2016 or 2017, an amendment to the nuisance code was created to prohibit burning of leaves and limbs within a 1,000 feet of the City of Champaign and City of Urbana city limits.

This was a very good addition to the code, as it provides for much cleaner air and less distress for people with breathing issues. I urge you to consider this (and perhaps some other) additions or amendments to the existing code.

I would be available for talks about this issue at your convenience.

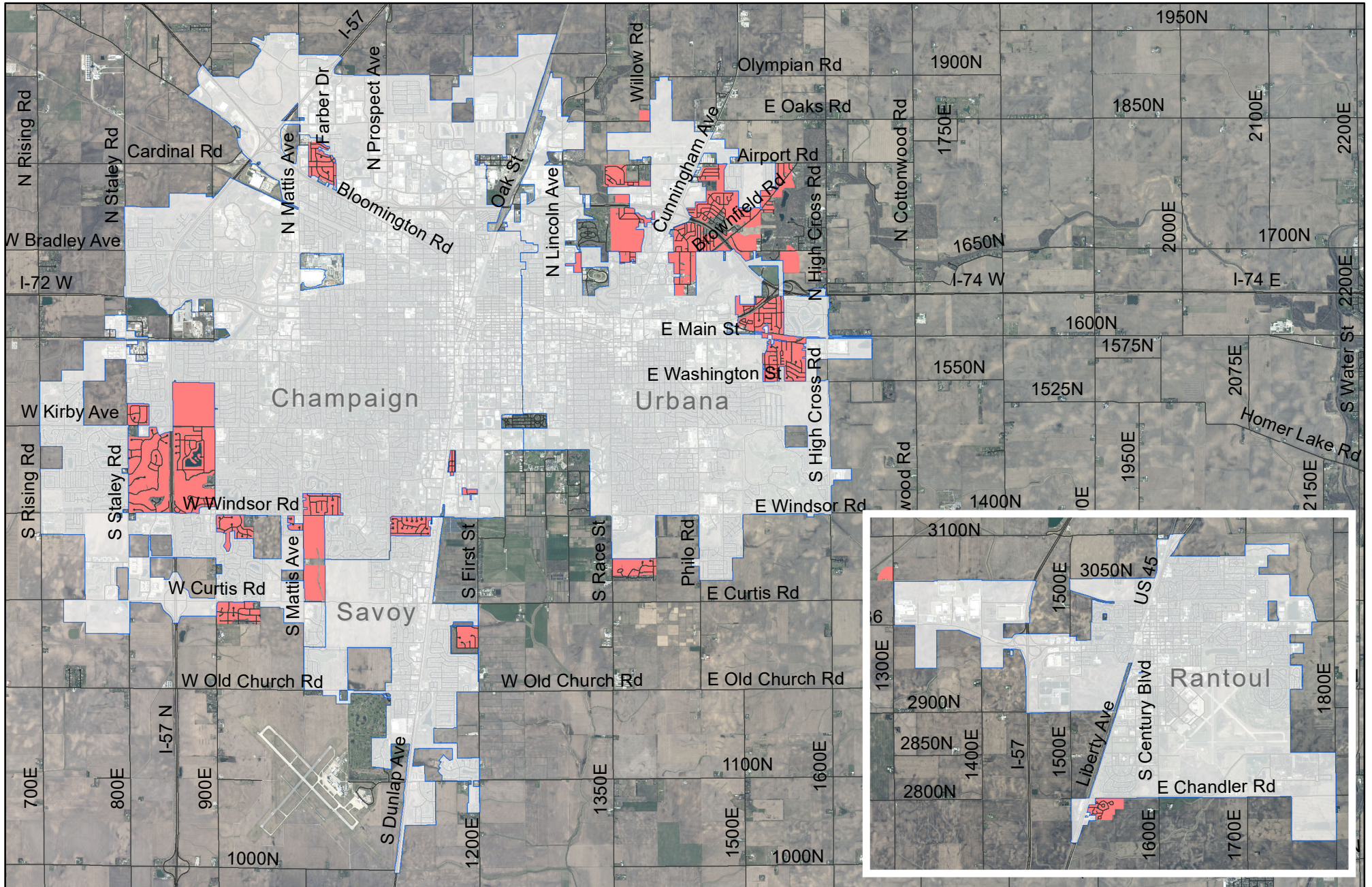
Sincerely,

Norman E. Davis, Supervisor  
Champaign Township

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Norman E. Davis  
Champaign Township Supervisor  
P.O. Box 3428  
Champaign, Il. 61826  
217-352-9433

# Residential Zoning within 1,000 feet of Home Rule Municipalities



- Home Rule Municipalities
- Residential Zoning within 1,000 feet

0 0.375 0.75 1.5 Miles



Champaign County  
Department of  
PLANNING &  
ZONING

## **Proposed Amendment to the Champaign County Nuisance Ordinance**

December 22, 2023

**1. Add the following new definition to Subsection 2.2 Terms Defined:**

ROOSTER: the male of the species *Gallus gallus domesticus* or chicken.

**2. Add new Item O. under Subsection 3.2 Activities and Conditions Constituting Public Nuisances:**

O. The keeping of ROOSTERS in Residential zoning districts within 1,000 feet of a home rule municipality.

AN INTERGOVERNMENTAL COST SHARING AGREEMENT  
BETWEEN THE COUNTY OF CHAMPAIGN,  
THE CITY OF CHAMPAIGN, THE CITY OF URBANA, AND THE VILLAGE OF SAVOY  
FOR RESIDENTIAL ELECTRONICS COLLECTIONS IN 2024

THIS AGREEMENT is made and entered into by and between the County of Champaign and the following Illinois municipal corporations: the City of Champaign, the City of Urbana, and the Village of Savoy, effective on the last date signed by a party hereto. The foregoing entities will hereafter be noted as “the parties.”

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970, and 5 ILCS 220/1, *et seq.* enable the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the parties find it to be most cost effective to mutually combine efforts and to share in the costs associated with Residential Electronics Collections to be held on May 17-18, 2024 and October 11-12, 2024 at Parkland College campus in Champaign, Illinois. These costs include:

- a) A one-time flat-rate collection fee payment of up to \$23,000 to A-Team Recyclers due by the end of the day on the start date of each event.
- b) The cost of two golf carts at \$275 per two-days at each event.

WHEREAS, the cost contribution required of each party is provided in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1. Purpose

- 1-1. This Agreement outlines a cost-sharing arrangement between the parties for the purpose of administering the events in 2024. Costs will include:
  - a. Payment of a flat-rate collection fee of up to \$23,000 to A-Team Recyclers due by the end of the day on the start date of each event.
  - b. Payment for rental of two golf carts at \$275 per two-days at each event.

Section 2. Terms

- 2-1. The terms of this Agreement shall be from the date last signed by the parties until 60 days following the final event, unless amended by agreement of the parties.

Section 3. Responsibilities

- 3-1. The parties understand and agree that of the parties to this Agreement, only the County of Champaign shall enter into a contract with the A-Team Recyclers and with Parkland College for the Residential Electronics Collections. However, the County of Champaign shall be entering into said contract on behalf of the other parties as well, and Champaign County agrees that it shall not enter into said contract unless it specifically names the other parties to this agreement as third party beneficiaries of that contract. Champaign County shall obtain approval of the form of said

contract with the contact from each of the parties to this Agreement prior to executing said contract.

- 3-2. Each party is responsible for contributing its share of the total costs for the events under this Agreement, according to the percentages and up to the maximums specified in Section 4 (Cost-Sharing) of this Agreement.
- 3-3. Each party is also responsible for coordinating information requests from the other parties in a timely manner.

Section 4. Cost Sharing

4.1 The parties agree to share, according to the percentages shown in Table 4.1, total costs not to exceed the Maximum Total Cost shown for each event:

Table 4.1

Event Date	Champaign County Maximum Share (% of total)	City of Champaign Maximum Share (% of total)	City of Urbana Maximum Share (% of total)	Village of Savoy Maximum Share (% of total)	Maximum Total Cost
May 17-18, 2024	\$7960.05 (34.2)	\$9,984.98 (42.9)	\$4,329.15 (18.6)	\$1,000.82 (4.3)	\$23,275
October 11-12, 2024	\$7960.05 (34.2)	\$9,984.98 (42.9)	\$4,329.15 (18.6)	\$1,000.82 (4.3)	\$23,275

Section 5. Invoices and Payments

5.1 To facilitate payment for services described in Section 1.1 of this Agreement, following each event held and within 30 days of receipt of an invoice from Champaign County, each party agrees to provide its share of funds as shown in Table 4.1, payable to ‘Champaign County’ to the attention of John Hall, Director, Champaign County Department of Planning and Zoning, 1776 E. Washington Street, Urbana, IL 61802.

Section 6. Amendments.

This agreement may be amended only in writing signed by all parties.

Section 7. Survival of Provisions.

Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

CHAMPAIGN COUNTY

CITY OF CHAMPAIGN  
An Illinois Municipal Corporation

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
State's Attorney's Office

\_\_\_\_\_  
City Attorney

CITY OF URBANA  
An Illinois Municipal Corporation

VILLAGE OF SAVOY  
An Illinois Municipal Corporation

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Village Attorney

**COLLECTOR, COORDINATOR, AND HOST SITE AGREEMENT  
2024 RESIDENTIAL ELECTRONICS COLLECTIONS**

This Agreement is made as of the date below the signature of the last entity to sign it, by and between CHAMPAIGN COUNTY, ILLINOIS, PARKLAND COLLEGE, and A-TEAM RECYCLERS. The authorized signatures of Champaign County, serving as Coordinator of planning for the 2024 Residential Electronics Collection extended event (“Coordinator”), A-Team Recyclers (“Collector”), and Parkland College (“Host Site”), signify acceptance of the terms of this Agreement. The Host Site location is: Parkland College, 2400 W. Bradley Avenue, Champaign, Illinois.

**Section 1. Term**

This Agreement is for services to be provided in conjunction with two Residential Electronics Collection events scheduled to take place in 2024. The first event will start on Friday, May 17, 2024 and end on Saturday, May 18, 2024. The second event will start on Friday, October 11, 2024 and end on Saturday, October 12, 2024.

**Section 2. Collection Event Schedule**

- 2-1. The set up for the first event will state on Friday, May 17, 2024 and end on Saturday, May 18, 2024. The set up for the second event will start on Friday, October 11, 2024 and end on Saturday, October 12, 2024.
  
- 2-2. For both Residential Electronics Collection events, Saturday appointments times will be filled prior to expanding to provide for Friday afternoon appointment times. For each event, the advertised hours of the collection event will be, by appointment only, 7:00 a.m. – noon on Saturday, and then, as need be, noon – 3 p.m. on Friday.

**Section 3. Access to Host Site**

- 3-1. The Coordinator event staff, the Collector, and miscellaneous vendors will have access to the Parking Lots M-2, M3, and M-4 as follows:
  - A. For the first event on Friday, May 17, 2024, from 8:00 a.m. to 9:00 p.m., and Saturday, May 18, 2024, from 6:00 a.m. to 9:00 p.m.
  - B. For the second event on Friday, October 11, 2024, from 8:00 a.m. to 9:00 p.m., and Saturday, October 12, 2024, from 6:00 a.m. to 9:00 p.m.

**Section 4. Coordinator**

- 4-1. The Coordinator, assuming the continued assistance of participating municipal event sponsors, agrees as follows, for the extended collection event:
  - A. To pay the Collector a one-time flat-rate collection fee of in the amount that may range from \$15,000 per event to a maximum of \$23,000 per event. Variables include whether sufficient community service workers are available to assist in



unloading of vehicles during the event,-whether the event is expanded to include Friday afternoon collection appointments for residents or whether the event includes only Saturday morning collection appointments for residents.

- B. To participate in promoting each event, indicating: a four-TV limit per household; the need for residents to register online in advance to participate in the one-day collection event; and limiting participation to the residents of unincorporated Champaign County, and residents of the municipalities in Champaign County that support the Residential Electronics Collection event.
- C. To implement, with municipal event sponsors, residents' use of an online reservation system in advance to schedule participation in the collection event.
- D. To provide sufficient event staff and volunteers at each event to:
  - 1) Safely direct vehicles through the collection area; and
  - 2) Pick up on-site trash and recyclable cardboard, paper, Styrofoam generated during the collection event, and sort these items into designated on-site containers.

#### Section 5. Collector Services to be Provided

- 5-1. The Collector shall register as a Collector with the Illinois Environmental Protection Agency as required under law, and shall agree to fulfill all the collector obligations listed in Section 1-45 of the Illinois Consumer Electronics Recycling Act (attached as Appendix A) with regard to the electronics devices collected at the planned extended collection event indicated in Section 2, during all times covered under this agreement.
- 5-2. For the one-time, flat-rate collection fee of \$15,000 to \$23,000 to be charged to the Coordinator for each event as described in Section 4, the Collector agrees to provide the services as listed below to the Coordinator at the planned extended collection event indicated in Section 2, that will take place at Lot M-4 of the Host Site premises of Parkland College, located at 2400 W. Bradley Avenue, Champaign, Illinois.
  - A. The Collector will pre-arrange with the designated recycler under CERA to receive sufficient quantities of packaging materials, including Gaylords, shrink wrap, and pallets, from the recycler so that the packaging materials are available for set-up and use at the Host Site at Lot M-4 of Parkland College prior to each collection event.
  - B. If the Collector uses any additional packaging materials not provided by the designated recycler under CERA, it shall be at the Collector's own expense and that the additional packaging materials of a similar quality and type as those provided by the recycler.

Agreement Between Collector, Coordinator, and Host Site

- C. The Collector agrees to arrange for and pay all costs associated with the provision of adequate powered industrial trucks, e.g., a forklift and/or a motorized transport vehicle (MTV), plus an adequate number of properly certified forklift operators or MTV operators, for each event.
  - D. The Collector will supply necessary staff at the Host Site for each event as follows:
    - 1) If an event is expanded to include Friday afternoon online appointments for residents, for the first event, by 10 a.m. on Friday, May 17, 2024, and by 6:30 a.m. on Saturday, May 18, 2024; and, for the second event, by 10 a.m. on Friday, October 11, 2024, and by 6:30 a.m. on Saturday, October 12, 2024.
    - 2) If an event will include online appointments for residents only on Saturday morning, for the first event, by 6:30 a.m. on Saturday, May 18, 2024; and, for the second event, by 6:30 a.m. on Saturday, October 12, 2024.
  - E. Based on the best available information about the extended planned event to be provided by the Coordinator to the Collector, the Collector will arrange with the designated recycler under CERA in advance of each event to strive to provide a sufficient and accurate quantity of trucks or trailers to be present at the Host Site for loading at each event, and not overestimate the number of trucks or trailers needed to be present at each event for loading.
  - F. The Collector is responsible to supply necessary staff required for collecting, sorting, and packaging of collected residential CEDs in a manner consistent with the packaging instructions provided by the designated recycler under CERA and in accordance with Collector obligations listed in Section 1-45 of the Illinois Consumer Electronics Recycling Act (415 ILCS 151/1-45).
  - G. The Collector is responsible for loading the collected and properly packaged residential CEDs onto trailers or trucks and shall strive to ensure a full load at a net weight of 18,000 pounds per trailer or truck loaded.
- 5-3. The Collector agrees to collect, sort, package, and load into trucks to be provided onsite, the following accepted items (working and non-working) at each event indicated in Section 2:

- Cable and Satellite Receivers
- Cameras
- Cash Registers and Credit Card Readers
- Cell Phones and Accessories
- Chargers
- Circuit Boards

- Computer Servers
- Computers and Computer Parts
- Copiers/Printers/Scanners/Fax Machines/Typewriters
- DVD/VHS Players
- External Drives
- Ferrous and Non-Ferrous Metals
- Ink and Toner Cartridges
- Laptops/Tablets/eReaders
- Mice and Keyboards
- Microwaves
- Monitors: All Types
- MP3/iPods/etc.
- Networking Equipment: Modems, Switches, Routers, Hubs
- Phones and Telecom Equipment
- Projectors
- Rechargeable Batteries: Lithium Ion, Ni-Cd, Lead Acid, Ni-Mh
- Stereos/Radios/Speakers
- Televisions: All Types
- Uninterrupted Power Supplies
- Video Game Consoles
- Wire, Cables and Christmas Lights

5-4. The Collector will not accept the following unaccepted items at each event indicated in Section 2:

- Freon Containing Items (AC units, dehumidifiers)
- Light Bulbs
- Liquid Containing Items
- Loose Alkaline Batteries (accepted while contained in electronic devices)
- Thermostats
- White Goods (refrigerators, freezers)
- Wooden speakers or large speakers

5-5. The Collector agrees to arrange for and pay all costs associated with the provision of adequate powered industrial trucks, e.g., a forklift and/or a motorized transport vehicle (MTV), plus an adequate number of properly certified forklift operators or MTV operators, to be available for each event.

5-6. Except for the recyclable materials (e.g., cardboard and Styrofoam) and trash at each collection event, which the Coordinator staff and volunteers are able to divert and able to fit into the onsite Coordinator or Host Site containers provided at the Host-Site for subsequent recycling or removal, the Collector will accept and load the surplus remaining recyclable materials generated at each event (e.g., plastics, cardboard, and

Styrofoam) and all surplus remaining trash generated at each event and remove those materials from the Host Site on the final day of each event.

- 5-7. The Collector will provide proof of insurance one month prior to each event as part of the contractual service agreement with the Coordinator and the Host Site, with Champaign County, Parkland College, and City of Urbana, City of Champaign, and Village of Savoy listed as additional insured.
- 5-8. The Collector staff shall comply with requests from the Host Site's representative on site pertaining to safety of people, property, and equipment and use of the Host Site.
- 5-9. For each event indicated in Section 2, if the designated recycler under CERA does not plan to completely remove all collected electronics materials from the Host Site by 9 p.m. on that Saturday, the Collector agrees to securely store all collected electronics materials that may remain at the Host Site by 9:00 p.m. on that Saturday within semitrailers or trucks provided by the recycler and that are located in Parking Lot M-4 of the Host Site.

The Collector shall arrange with the designated recycler under CERA, that the recycler completely remove and transport all electronics materials collected at the extended collection event and securely stored within semi-trucks and/or trucks at Parking Lot M-4 of the Host Site by 11 p.m. on the Monday following each event indicated in Section 2. The Collector further agrees that if the recycler should fail to remove materials collected and stored at the Host Site by the deadline established in this paragraph that the Collector will pay a late fee of \$500 per day, commencing on the Tuesday following each event, and continuing until the removal of the stored collected electronics materials. The Collector shall pay any late fees due pursuant to this Paragraph to Parkland College, Attn.: James Bustard, Physical Plant Director, Parkland College, 2400 W. Bradley Avenue, Champaign, Illinois.

- 5-11. Reporting/Documentation of E-waste: The Collector will provide the Coordinator with a receiving report that includes volumes/pounds, description, service date, manifest numbers for all items collected at the extended event, as soon as it becomes available and prior to January 1, 2025.

#### Section 6. Data Security Requirements

- 6-1. All electronics materials brought to the extended event indicated in Section 2 shall immediately become the property of the Collector. No Coordinator event staff, or volunteers or Host Site staff shall take any collected electronics material. All collected electronics material will be brought back to the designated recycler's facility for further processing or transported directly to a manufacturer-funded electronics recycler.
- 6-2. To discourage theft of the collected CEDs, the Collector shall safeguard collected CEDs at each event and will strive to ensure that collected CEDs are securely loaded onto trucks

or trailers provided onsite by the designated recycler under CERA, so that recycler can meet requirements for confidentiality and destruction of information or data remaining on hard drives or other electronics equipment.

- 6-3. The Coordinator and Host Site assume no responsibility for information left on any hard drive.

#### Section 7. Employment Issues

- 7-1. The Collector agrees that it is an independent Collector. Supplies provided and services performed pursuant to this Agreement are not rendered as an employee of either the Coordinator or the Host Site and any money received by the Collector pursuant to this Agreement does not constitute compensation paid to an employee.
- 7-2. Neither the Coordinator nor the Host Site assumes liability for actions of the Collector or its subcontractors under this Agreement. The Collector shall maintain sufficient supervision and control of its operation to ensure that services enumerated herein shall be performed in a good and professional manner at all times. The Collector is responsible for paying the payroll taxes and any employee benefits that the Collector utilizes for this event.

#### Section 8. Licenses and Related Laws

- 8-1. The Collector, by signing this Agreement, warrants that the Collector, its employees, and its Collectors which will perform services requiring a license, will have and maintain any required license. However, the Collector may meet the license requirement through use of a subcontractor; provided however, the Collector's use of a subcontractor in that circumstance does not relieve the Collector of any obligations under the Agreement.
- 8-2. The Collector agrees that it will comply with all applicable laws, ordinances and regulations of any kind whatsoever in the performance of this Agreement.

#### Section 9. Liability and Insurance: Coordinator

- 9-1. The Coordinator agrees to assume all risk of loss and to indemnify and hold the Collector and the Host Site, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property because of or arising out of the Coordinator's or its subcontractor's negligent or intentional acts or omissions.
- 9-2. The Coordinator further agrees to maintain adequate insurance to protect the Collector and the Host Site against such risks. The Coordinator shall carry public liability, casualty, and auto insurance in sufficient amount to protect the Collector and the Host Site from liability for acts of the Coordinator naming Parkland College as an insured. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per

occurrence and for property damage, \$1,000,000 per occurrence. The Coordinator shall carry Worker's Compensation Insurance in amount required by laws.

- 9-3. The Coordinator assumes full responsibility for and shall indemnify the Collector and Host Site for all loss or damage of whatsoever kind and nature to any and all Collector and Host Site property resulting from the negligent acts or omissions of the Coordinator or any employee, agent, or representative of the Coordinator or its subcontractor. The Coordinator shall do nothing to prejudice the Collector's right or the Host Site's right to recover against third parties for any loss, destruction of, or damage to (Collector or Host Site) property, and shall upon request and at the Collector's or Host Site's expense, furnish to the Collector or to the Host Site all reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the Collector or Host Site in obtaining recovery.
- 9-4. All electronics materials brought to the extended collection event indicated in Section 2 shall immediately become the property of the Collector for loading onto trucks or trailers provided at the Host Site premises by the designated recycler under CERA for transport and processing. No Coordinator staff, Host Site staff, or event volunteers shall take any electronics materials.
- 9-5. The Coordinator shall provide the Collector and Host Site with proof of such insurance one month prior to each collection event as set forth in 9-2 above.

#### Section 10. Liability and Insurance: Collector

- 10-1. The Collector agrees to assume all risk of loss and to indemnify and hold the Coordinator and the Host Site, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property because of or arising out of the Collector's or its subcontractor's negligent or intentional acts or omissions.
- 10-2. The Collector further agrees to maintain adequate insurance to protect the Coordinator and the Host Site against such risks. The Collector shall carry public liability, casualty, and auto insurance in sufficient amount to protect the Coordinator and the Host Site from liability for acts of the Collector naming Parkland College as an additional insured. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$1,000,000 per occurrence. The Collector shall carry Worker's Compensation Insurance in amount required by laws.
- 10-3. The Collector assumes full responsibility for and shall indemnify the Coordinator and Host Site for all loss or damage of whatsoever kind and nature to any and all Coordinator and Host Site property resulting from the negligent acts or omissions of the Collector or any employee, agent, or representative of the Collector or its

subcontractor. The Collector shall do nothing to prejudice the Coordinator's right or the Host Site's right to recover against third parties for any loss, destruction of, or damage to (Coordinator or Host Site) property, and shall upon request and at the Coordinator's or Host Site's expense, furnish to the Coordinator or to the Host Site all reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the Coordinator or Host Site in obtaining recovery.

- 10-4. The Collector shall provide the Coordinator and Host Site with proof of such insurance one month prior to the collection event.

#### Section 11. No Smoking or Alcohol on Grounds

- 11-1. The Collector staff and Coordinator event staff and volunteers shall abide by the Host Site rules with regard to the use of the Host Site, including the provision that calls for no smoking on the Host Site and no alcohol to be available on the Host Site.

#### Section 12. Damage to Premises

- 12-1. If the Host Site premises, or any part thereof, or Host Site property on the premises shall be damaged, including but not limited to damage caused by hazardous materials and the electronic recyclables collected, occurring during the course of or proximately caused by Collector's use of the premises, or that of Collector's employees or agents, then the Collector shall indemnify and hold Host Site harmless from all costs of such damages including indirect costs such as loss of business, defending against or paying the cost of defending against any resultant legal proceedings or activities or damages caused by anything else related to Collector's activities. Upon repair, Collector shall bear all costs, payable when due. In the event of such damage, at Host Site's option, it may terminate the Agreement without prior notice to the Collector or Coordinator. In the event of such termination, Host Site shall provide notice to Coordinator and Collector within 48 hours.
- 12-2. If the Host Site premises, or any part thereof, or Host Site property on the premises shall be damaged, including but not limited to damage caused by hazardous materials and the electronic recyclables collected, occurring during the course of or proximately caused by Coordinator's use of the premises, or that of Coordinator's employees or agents, visitors, volunteers, members of the public who drop off recycling, and vendors engaged by Coordinator; then Coordinator shall indemnify and hold Host Site harmless from all costs of such damages including indirect costs such as loss of business, defending against or paying the cost of defending against any resultant legal proceedings, activities, or damages caused by anything else related to Coordinator's activities. Upon repair, Coordinator shall bear all costs, payable when due. In the event of such damage, at Host Site's option, it may terminate the Agreement without prior notice to the Collector or Coordinator. In the event of such termination, Host Site shall provide notice to Coordinator and Collector within 48 hours.

Section 13. Dangerous Materials

The Coordinator or Collector shall not keep or have on the Host Site premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the subject premises or that might be considered hazardous or extra hazardous by an insurance company.

Section 14. Subordination of Agreement

This Agreement and Coordinator's and Collector's Agreement interests hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the subject premises by Host Site, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

Section 15. Time of the Essence

Time is of the essence of each and every provision hereof.

Section 16. Abandonment

If at any time during the term of this Agreement, the Collector abandons the Host Site premises or the property it collects during a residential electronics collection event, Host Site may, at Host Site's option, without being liable for any prosecution therefore, and without becoming liable to Collector for damages or any payment of any kind whatever, consider any personal property belonging to Collector and left on the premises to also have been abandoned, in which case Host Site may keep or dispose of all such personal property in any manner Host Site shall deem proper and is hereby relieved of all liability for doing so. Abandonment of the premises will have occurred if Host Site cannot obtain a decision by Collector regarding the removal and disposal of the recycling materials within seven days following the extended collection event.

Section 17. Contact Information

Contact information for the Host Site is as follows:

Name: Parkland College Community College  
Address: 2400 West Bradley Avenue, Champaign, IL 61821  
Contact Person: James Bustard  
Title: Physical Plant Director  
Contact's work phone: 217-351-2211, Extension 108

Contact information for the Coordinator is as follows:

Name: Champaign County  
Address: 1776 E. Washington Street, Urbana, Illinois 61802  
Contact person: John Hall  
Title: Director, Champaign County Planning and Zoning  
Contact's work phone: 217-384-3708  
Contact's cell phone: 217-621-6963



## Agreement Between Collector, Coordinator, and Host Site

Contact information for the Collector is as follows:

Name: A-Team Recyclers

Address: 304 Gregory Court, Shorewood, IL 60404

Contact Person: James Larkin

Title: Owner

Contact's work phone: 815-630-4308

Contact's cell phone: 815-600-3608

### Section 18. Choice of Law

18-1. This Agreement and the Collector's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws.

18-2. This Agreement shall be construed in accordance with the laws of the State of Illinois.

### Section 19. Agreement Severability

19-1. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

### Section 20. Changes

20-1. The Coordinator, Host Site, or Collector, may, from time to time, require or request changes in the scope of services to be performed hereunder. Such changes which are mutually agreed upon by and between all parties shall be incorporated only in written amendments to this Agreement.

### Section 21. Termination

21-1. This Agreement may be terminated, for any or no reason, at the option of any party upon 60 days written notice to the other party.

21-2. Notwithstanding the foregoing, the obligations of the Collector under Section 22 of this Agreement shall survive and not be affected by any termination of this Agreement or by its expiration.

### Section 22. Remedies

22-1. Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between the Coordinator, Host Site and Collector, arising out of or relating to this Agreement or the breach thereof shall be initiated in the Circuit Court of Champaign County, Illinois. Each party shall be responsible for its own attorney's fees and costs.

### Section 23. Successors and Assigns

23-1. This Agreement and all the covenants hereof shall inure to the benefit of and be binding upon the Coordinator, Collector and Host Site, respectively and their partners,

Agreement Between Collector, Coordinator, and Host Site

successors, assigns, and legal representatives. No party to this Agreement shall have the right to assign, transfer or sublet their interest or obligations hereunder without the written consent of the other party.

Section 24. Third Party Beneficiaries

24-1. The parties agree that the City of Champaign, the City of Urbana, and the Village of Savoy, to the extent consistent with any intergovernmental agreements with the Coordinator effective during this Agreement, are third party beneficiaries of this Agreement.

The foregoing constitutes the entire Agreement between the parties, and no verbal statement shall supersede any of its provisions.

In witness hereof, the parties have caused this Agreement to be signed by their respective duly authorized officers on the dates noted below.

_____	_____
Collector: James Larkin, Owner A-Team Recyclers	Date

_____	_____
Host Site: James Bustard, Physical Plant Director Parkland College	Date

_____	_____
Coordinator: Steve Summers, County Executive Champaign County, Illinois	Date

**APPENDIX A. ILLINOIS CONSUMER ELECTRONICS RECYCLING ACT (CERA)  
COLLECTOR RESPONSIBILITIES**

(415 ILCS 151/1-45)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-45. Collector responsibilities.

(a) By January 1, 2019, and by January 1 of each year thereafter for that program year, beginning with program year 2019, a person acting as a collector under a manufacturer e-waste program shall register with the Agency by completing and submitting to the Agency the registration form prescribed by the Agency. The registration form prescribed by the Agency must include, without limitation, the address of each location at which the collector accepts residential CEDs.

(a-5) The Agency may deny a registration under this Section if the collector or any employee or officer of the collector has a history of:

(1) repeated violations of federal, State, or local laws, regulations, standards, or ordinances related to the collection, recycling, or other management of CEDs;

(2) conviction in this State or another state of any crime which is a felony under the laws of this State, or conviction of a felony in a federal court; or conviction in this State or another state or federal court of any of the following crimes: forgery, official misconduct, bribery, perjury, or knowingly submitting false information under any environmental law, regulation, or permit term or condition;

(3) gross carelessness or incompetence in handling, storing, processing, transporting, disposing, or otherwise managing CEDs.

(b) The Agency shall post on the Agency's website a list of all registered collectors.

(c) Manufacturers and recyclers acting as collectors shall so indicate on their registration under Section 1-30 or 1-40 of this Act.

(d) By March 1, 2020 and every March 1 thereafter, each collector that operates a program collection site or one-day collection event shall report, to the Agency and to the manufacturer e-waste program, the total weight, by CED category, of residential CEDs transported from the program collection site or one-day collection event during the previous program year.

(e) Each collector that operates a program collection site or one-day event shall ensure that the collected residential CEDs are sorted and loaded in compliance with local, State, and federal law. In addition, at a minimum, the collector shall also comply with the following requirements:

(1) residential CEDs must be accepted at the program collection site or one-day collection event unless otherwise provided in this Act;

(2) residential CEDs shall be kept separate from other material and shall be:

(A) packaged in a manner to prevent breakage;

and

(B) loaded onto pallets and secured with plastic wrap or in pallet-sized bulk containers prior to shipping;

and

(C) on average per collection site 18,000 pounds per shipment, and if not then the recycler may charge the collector a prorated charge on the shortfall in weight, not to exceed \$600;

(3) residential CEDs shall be sorted into the following categories:

(A) computer monitors and televisions

## Agreement Between Collector, Coordinator, and Host Site

containing a cathode-ray tube, other than televisions with wooden exteriors;

(B) computer monitors and televisions containing a flat panel screen;

(C) all covered televisions that are residential CEDs;

(D) computers;

(E) all other residential CEDs; and

(F) any electronic device that is not part of the manufacturer program that the collector has arranged to have picked up with residential CEDs and for which a financial arrangement has been made to cover the recycling costs outside of the manufacturer program;

(4) containers holding the CEDs must be structurally sound for transportation; and

(5) each shipment of residential CEDs from a program collection site or one-day collection event shall include a collector-prepared bill of lading or similar manifest, which describes the origin of the shipment and the number of pallets or bulk containers of residential CEDs in the shipment.

(f) Except as provided in subsection (g) of this Section, each collector that operates a program collection site or one-day collection event during a program year shall accept all residential CEDs that are delivered to the program collection site or one-day collection event during the program year.

(g) No collector that operates a program collection site or one-day collection event shall:

(1) accept, at the program collection site or one-day collection event, more than 7 residential CEDs from an individual at any one time;

(2) scrap, salvage, dismantle, or otherwise disassemble any residential CED collected at a program collection site or one-day collection event;

(3) deliver to a manufacturer e-waste program, through its recycler, any CED other than a residential CED collected at a program collection site or one-day collection event; or

(4) deliver to a person other than the manufacturer e-waste program or its recycler, a residential CED collected at a program collection site or one-day collection event.

(h) Beginning in program year 2019, registered collectors participating in county supervised collection programs may collect a fee for each desktop computer monitor or television accepted for recycling to cover costs for collection and preparation for bulk shipment or to cover costs associated with the requirements of subsection (e) of Section 1-45.

(i) Nothing in this Act shall prevent a person from acting as a collector independently of a manufacturer e-waste program.

(Source: P.A. 100-362, eff. 8-25-17; 100-433, eff. 8-25-17.)

# Illinois County and Municipal Joint Action Agency Opt-In Form Illinois Electronics Recycling Program

**Note:** One application per county. To be submitted by County or Municipal Joint Action Agency.

Program Year 2025 (Due March 1, 2024)

## County or Municipal Joint Action Agency Information

Name of County or

Municipal Joint Action Agency: Champaign County, Illinois

Street Address (line 1): Champaign County Department of Planning and Zoning

(line 2): 1776 East Washington Street

City: Urbana

Zip Code: 61802

County: Champaign

## Contact Information

First Name: John

Last Name: Hall

Title: Director of Planning and Zoning

Direct Phone: (217) 384-3708

Email: jhall@co.champaign.il.us

## Proposed Collection Sites and/or Events

Pursuant to 415 ILCS 151/1-15 of the Consumer Electronics Recycling Act, counties and municipal joint action agencies that elect to participate are allotted a certain number of collection sites dependent upon the population density within their jurisdiction. Please list all of the recommended locations for permanent sites or one-day events in program year 2025. (Should additional locations be needed, click on the button provided to add more fields.)

**Note:** Sites and events must be located within the participating county or municipal joint action agency.

These sites are recommendations and not guaranteed to be included in the manufacturer e-waste program plan.

Site  Event

Operator of Site or Event: Parkland College

Street Address of Location: 2400 West Bradley Avenue


City: Champaign

Zip Code: 61822

County: Champaign

Collection site limitations (e.g. residency requirements, operational limitations relating to bulk pickup, etc.), if any:

Champaign County will coordinate a Residential Electronics Collection (REC) Event at Parkland College Host Site on Saturday, May 17, 2025, between 8:00 a.m. and noon.

Residency Requirement: Champaign County residents must reside in a participating municipality that contributes to the cost of 

Has this site or event operated in a previous program year?  Yes  No


If so, please enter the following information.

Collection Site Contact Name: John Hall

Collection Site Contact Phone: (217) 384-3708

Contact Email: jhall@co.champaign.il.us

Description of Current/Past Services (e.g. semi-trailer pick-ups, box truck pick-ups, need forklift or pallet jack for loading):

In recent years Champaign County and co-sponsoring municipalities have hired A-Team Recyclers as the Collector at each REC Event. A-Team has great knowledge and experience regarding setting-up and operating as a Collector at this large REC Event at the Parkland College Host Site. 

Estimated Annual CED Collection (pounds): 139,727

Site  Event

Operator of Site or Event: Parkland College

Street Address of Location: 2400 West Bradley

City: Champaign

Zip Code: 61822

County: Champaign

Collection site limitations (e.g. residency requirements, operational limitations relating to bulk pickup, etc.), if any:

Champaign County will coordinate a Residential Electronics Collection (REC) Event at Parkland College Host Site on Saturday, October 11, 2025, between 8:00 a.m. and noon.

Residency Requirement: Champaign County residents must reside in a participating municipality that contributes to the cost of

Has this site or event operated in a previous program year?  Yes  No

If so, please enter the following information.

Collection Site Contact Name: John Hall

Collection Site Contact Phone: (217) 384-3708

Contact Email: jhall@co.champaign.il.us

Description of Current/Past Services (e.g. semi-trailer pick-ups, box truck pick-ups, need forklift or pallet jack for loading):

In recent years Champaign County and co-sponsoring municipalities have hired A-Team Recyclers as the Collector at each REC Event. A-Team has great knowledge and experience regarding setting-up and operating as a Collector at this large REC Event at the Parkland College Host Site.

Estimated Annual CED Collection (pounds): 139,727

### Recommended Recycler

Please identify the **recommended** recycler to be used for program year 2025. (Should additional recyclers be needed, click on the button provided to add more fields.)

**Note:** *These recyclers are recommendations and not guaranteed to be included in the manufacturer e-waste program plan.*

Name of Recycler: Dynamic Lifecycle Innovations

Street Address: 2400 West Bradley

City: Champaign

Zip Code: 61822

County: Champaign

Direct Phone: (608) 557-7159

Email: mbebar@thinkdynamic.com

### Certification of Authorized Government Official

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

By signing this form, you are certifying that the information on this form is accurate.

Name: Steve Summers

Title: County Executive

Phone: (217) 384-3776

Email: ssummers@co.champaign.il.us

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

When complete, please print, sign, scan, and email this form to:  
[EPA.Recycling@illinois.gov](mailto:EPA.Recycling@illinois.gov) and [info@ilclearinghouse.org](mailto:info@ilclearinghouse.org)

All collectors and their vendors are subject to audits by manufacturer programs authorized under 415 ILCS 151/1-30.

For more information on the Illinois Manufacturer's E-Waste Program, please visit:  
[www2.illinois.gov/epa/topics/waste-management/electronics-recycling](http://www2.illinois.gov/epa/topics/waste-management/electronics-recycling)