

## CASE 907-S-18

SUPPLEMENTAL MEMORANDUM #2

October 11, 2018

Brookens Administrative Center  
1776 E. Washington Street  
Urbana, Illinois 61802

(217) 384-3708

[zoningdept@co.champaign.il.us](mailto:zoningdept@co.champaign.il.us)

[www.co.champaign.il.us/zoning](http://www.co.champaign.il.us/zoning)

**Petitioners:** FFP IL Community Solar LLC, 100 Montgomery Street, Suite 725, San Francisco, CA 94104, via agent David Dickson, and participating landowners the Beatrice H. Woodard Trust, and Mark A. Woodard, Trustee

**Request:** Authorize a Community PV Solar Farm with a total nameplate capacity of 2 megawatts (MW), including access road and wiring, in the AG-1 Agriculture Zoning District, and including the following waivers of standard conditions:  
*Note: cross-out and underlined text is current based on newest information*

**Part A:** ~~A waiver for a separation of 224 feet in lieu of the minimum required 240 feet between the PV Solar Farm and non-participating properties 10 acres or less in area, per Section 6.1.5 D.(3)a. of the Zoning Ordinance.~~ WAIVER NO LONGER NEEDED

**Part BA:** A waiver for a distance of 338 feet in lieu of one-half mile (2,640 feet) between a municipal boundary and a PV SOLAR FARM, per Section 6.1.5 B.(2) of the Zoning Ordinance.

**Part CB:** A waiver for locating a PV SOLAR FARM within the Contiguous Urban Growth Area (CUGA) in lieu of outside the CUGA, per Section 6.1.5 B.(2) of the Zoning Ordinance.

**Part D:** ~~A waiver for a separation distance of 247 feet in lieu of 275 feet between a PV SOLAR FARM electrical inverter and the PV SOLAR FARM perimeter fence, per Section 6.1.5 D.(6) of the Zoning Ordinance.~~ WAIVER NO LONGER NEEDED

**Part EC:** Not providing a Decommissioning and Site Reclamation Plan that includes cost estimates prepared by an Illinois Licensed Professional Engineer prior to consideration of the Special Use Permit by the Board, per Section 6.1.1 A.3.

**Part FD:** Not entering into a Roadway Upgrade and Maintenance Agreement or waiver therefrom with the relevant local highway authority prior to consideration of the Special Use Permit by the Board, per Section 6.1.5 G.

Other waivers may be necessary.

**Location:** A 153.23-acre tract in the Northwest Quarter of Section 12 of Township 19 North, Range 10 East of the Third Principal Meridian in St. Joseph Township, and commonly known as the farmland at the southwest corner of CR 2350E and CR 1700N.

**Time Schedule for Development:** As soon as possible

**Prepared by:** Susan Burgstrom  
Senior Planner

**John Hall**  
Zoning Administrator

## STATUS

A revised Site Plan was received on October 11, 2018 – see Attachment A and the Revised Site Plan section below.

An unsigned Roadway Upgrade and Maintenance Agreement was received on October 11, 2018 – see Attachments B and C, and the Roadway Upgrade and Maintenance Agreement section below.

An email was received on October 11, 2018 from Chief Josh Reese of the St. Joseph-Stanton Fire Protection District – see Attachment D. Chief Reese stated that he received a copy of the site plans for the solar farms.

A letter was received from Art Rapp, 401 Aspen Ct, St. Joseph, on September 17, 2018 – see Attachment E.

Resolution No. 2018-7: A Resolution Objecting to Special Use Permit for Solar Farm (Champaign County Zoning Case 907-S-18) was received from the Village of St. Joseph on September 28, 2018 – see Attachment F.

## REVISED SITE PLAN

The revised Site Plan received October 11, 2018, indicates the following changes, which will be reflected under Item 5 in the Summary of Evidence:

1. The fence line is now 240 feet from the nearest non-participating property of 10 acres or less instead of the previous 224 feet. This change makes Waiver Part A no longer necessary.
2. The solar farm has been shifted north such that the distance between the solar farm and the municipal boundary is 338 feet instead of the previous 238 feet. Waiver Part B (now Waiver Part A) is still necessary.
3. The site has not changed relative to the Contiguous Urban Growth Area (CUGA), so Waiver Part C (now Waiver Part B) is still necessary.
4. The equipment pad has been moved toward the center of the solar farm such that it is at least 275 feet from the fence. This change makes Waiver Part D no longer necessary.
5. The access drive and the Point of Interconnection have been moved north.
6. The project area is now 31.66 acres rather than the previous 31.18 acres.
7. Vegetative screening has been added along the east fence line.

## ROADWAY UPGRADE AND MAINTENANCE AGREEMENT

The Agreement in Attachment B was developed by Rod Maddock, St. Joseph Township Road Commissioner and the petitioner. In an email received October 11, 2018 (Attachment C), David Dickson indicated that Mr. Maddock does not have access to email at this time, so they are using

regular mail to send documents back and forth. He said that he sent the Agreement signed by the petitioner to Mr. Maddock today, and believes it should be signed and returned within days.

Waiver Part F (now Waiver Part D) is still necessary because the P&Z Department does not have the fully executed Agreement in hand. Should the signed agreement be received by the meeting date, the waiver and Special Condition F will no longer be needed.

Similarly, the Decommissioning and Site Reclamation Plan will not be complete during the Special Use Permit process, so Waiver Part E (now Waiver Part C) is still necessary.

### **SPECIAL CONDITIONS – REVISED**

- A. **The Site Plan received ~~August 24, 2018~~ October 11, 2018, is the approved site plan for Case 907-S-18.**

The above special condition is required to ensure that:

**The constructed PV SOLAR FARM is consistent with the special use permit approval.**

- B. **The Zoning Administrator shall not authorize a Zoning Use Permit Application or issue a Zoning Compliance Certificate on the subject property until the lighting specifications in Paragraph 6.1.2.A. of the Zoning Ordinance have been met.**

The special condition stated above is required to ensure the following:

**That exterior lighting for the proposed Special Use meets the requirements established for Special Uses in the Zoning Ordinance.**

- C. **The Zoning Administrator shall not issue a Zoning Compliance Certificate for the proposed PV SOLAR FARM until the petitioner has demonstrated that the proposed Special Use complies with the Illinois Accessibility Code, if necessary.**

The special condition stated above is necessary to ensure the following:

**That the proposed Special Use meets applicable state requirements for accessibility.**

- D. **The Zoning Administrator shall not authorize a Zoning Use Permit until the petitioner submits a copy of an executed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture per the requirements established in Paragraph 6.1.5 R. of the Zoning Ordinance.**

The special condition stated above is required to ensure the following:

**That the land affected by PV SOLAR FARM is restored to its pre-construction capabilities.**

- E. **A signed Decommissioning and Site Reclamation Plan that has been approved by ELUC is required at the time of application for a Zoning Use Permit that complies with Section 6.1.1 A. and Section 6.1.5 Q. of the Zoning Ordinance, including a decommissioning cost estimate prepared by an Illinois Professional Engineer.**

The above special conditions are required to ensure that:

**The Special Use Permit complies with Ordinance requirements and as authorized by waiver.**

- F. **A Roadway Upgrade and Maintenance Agreement signed by the Highway Commissioner and approved by the Environment and Land Use Committee shall be submitted at the time of application for a Zoning Use Permit.**

The above special condition is necessary to ensure the following:

**To ensure full compliance with the intent of the Zoning Ordinance in a timely manner that meets the needs of the applicant.**

- G. **The following submittals are required prior to the approval of any Zoning Use Permit for a PV SOLAR FARM:**

1. **Documentation of the solar module's unlimited 10-year warranty and the 25-year limited power warranty.**
2. **An irrevocable letter of credit to be drawn upon a federally insured financial institution with a 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 "A2" by Moody's within 200 miles of Urbana or reasonable anticipated travel costs shall be added to the amount of the letter of credit.**
3. **A permanent soil erosion and sedimentation plan for the PV SOLAR FARM including any access road that conforms to the relevant Natural Resources Conservation Service guidelines and that is prepared by an Illinois Licensed Professional Engineer.**
4. **Documentation regarding the seed to be used for the pollinator planting, per 6.1.5 F.(9).**
5. **A Transportation Impact Analysis provided by the applicant that is mutually acceptable to the Applicant and the County Engineer and State's Attorney; or Township Highway Commissioner; or municipality where relevant, as required by 6.1.5 G. 2.**
6. **The telephone number for the complaint hotline required by 6.1.5 S.**
7. **Any updates to the approved Site Plan from Case 907-S-18 per the Site Plan requirements provided in Section 6.1.5 U.1.c.**

The above special condition is required to ensure that:

**The PV SOLAR FARM is constructed consistent with the Special Use Permit approval and in compliance with the Ordinance requirements.**

- H. **A Zoning Compliance Certificate shall be required for the PV SOLAR FARM prior to going into commercial production of energy. Approval of a Zoning Compliance Certificate shall require the following:**

1. **An as-built site plan of the PV SOLAR FARM including structures, property lines (including identification of adjoining properties), as-built separations, public access road and turnout locations, substation(s), electrical cabling from the PV SOLAR FARM to the substations(s), and layout of all structures within the geographical boundaries of any applicable setback.**
2. **As-built documentation of all permanent soil erosion and sedimentation improvements for all PV SOLAR FARM including any access road prepared by an Illinois Licensed Professional Engineer.**
3. **An executed interconnection agreement with the appropriate electric utility as required by Section 6.1.5 B.(3)b.**

The above special condition is required to ensure that:

**The PV SOLAR FARM is constructed consistent with the special use permit approval and in compliance with the Ordinance requirements.**

- I. **The Applicant or Owner or Operator of the PV SOLAR FARM shall comply with the following specific requirements that apply even after the PV SOLAR FARM goes into commercial operation:**
  1. **Maintain the pollinator plantings and required visual screening in perpetuity.**
  2. **Cooperate with local Fire Protection District to develop the District's emergency response plan as required by 6.1.5 H.(2).**
  3. **Cooperate fully with Champaign County and in resolving any noise complaints including reimbursing Champaign County any costs for the services of a qualified noise consultant pursuant to any proven violation of the I.P.C.B. noise regulations as required by 6.1.5 I.(4).**
  4. **Maintain a current general liability policy as required by 6.1.5 O.**
  5. **Submit annual summary of operation and maintenance reports to the Environment and Land Use Committee as required by 6.1.5 P.(1)a.**
  6. **Maintain compliance with the approved Decommissioning and Site Reclamation Plan including financial assurances.**
  7. **Submit to the Zoning Administrator copies of all complaints to the telephone hotline on a monthly basis and take all necessary actions to resolve all legitimate complaints as required by 6.1.5 S.**

The above special condition is required to ensure that:

**Future requirements are clearly identified for all successors of title, lessees, any operator and/or owner of the PV SOLAR FARM.**

## **ATTACHMENTS**

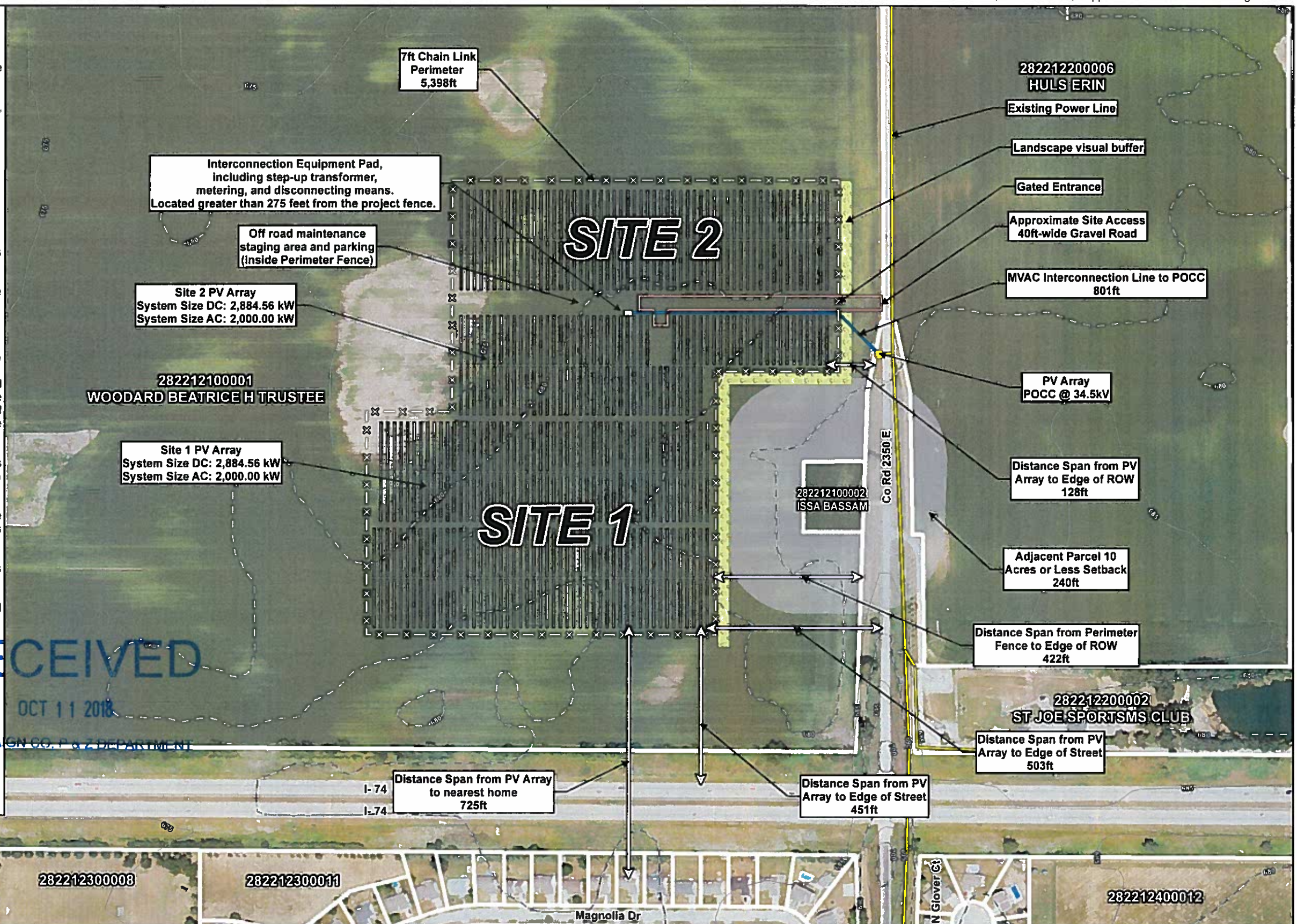
- A Revised Site Plan received October 11, 2018
- B Unsigned Roadway Upgrade and Maintenance Agreement received October 11, 2018
- C Email from David Dickson received October 11, 2018
- D Email from Chief Josh Reese of the St. Joseph-Stanton Fire Protection District, received October 11, 2018
- E Letter from Art Rapp received September 17, 2018
- F Resolution No. 2018-7: A Resolution Objecting to Special Use Permit for Solar Farm (Champaign County Zoning Case 907-S-18) received from the Village of St. Joseph on September 28, 2018

**General Notes:**

- Project size: 2MW-AC, 2.884MW-DC for each site. 4MW-AC total.
- Project location: The subject parcel PIN is 282212100001. The project is located in the northwest quarter of T19N R10E S12.
- Parcel address: 1699-1653 County Road 2350 East St Joseph, Champaign County, Illinois
- Parcel owner: Beatrice H. Woodrad, Trustee
- Parcel area: 157.22 Acres
- Project area: 31.66 Acres
- Current land use and zone: Agricultural District, Zone AG-1
- PV Array consists of solar PV modules mounted on a single-axis tracker, with a row spacing of 19.44ft.
- Access road will be all-weather, and be designed to accommodate construction, maintenance, and first responder traffic.
- No lighting is proposed for the project.
- A landscape screening/buffering is proposed for the project to conform with the county requirements. A low growth, minimum maintenance, native perennial plant community will be established that is beneficial to songbirds and pollinators and it will reduce stormwater runoff and soil erosion at the site. The developer shall use native species seed mixes to the extent practical and these seed mixes will be certified free from noxious or exotic weed seeds.
- The project does not lie within a special flood hazard area as shown on FEMA FIRM panel 17019C0475D (effective on 10/02/2013).
- The locations of the proposed project improvements are preliminary and subject to change based on revised specifications and constraints.
- The project will meet or exceed applicable local and national codes and standards, including National Electric Code (NEC) Article 690.
- Project signage and equipment labeling will be clearly visible and meet or exceed local, utility, and NEC standards.

**Acronyms**

- AC: Alternating Current
- DC: Direct Current
- MVAC: Medium Voltage Alternating Current
- POCC: Point Of Common Coupling
- PV: Photovoltaic
- ROW: Right-Of-Way



Data Source(s): Westwood (2018); Illinois NADP Imagery (Accessed 2018); Census Bureau (2017); Champaign County GIS Consortium (2018).

**Legend**

- Perimeter Fence
- PV Array Solar Panels
- Road or Parcel Setback Area
- PV Array POCC
- MVAC Interconnection Line to POCC
- Interconnection Equipment Pad
- Existing Power Line
- Site Access Gravel Road
- Parcel Boundary
- Distance Span
- 10ft Contour
- 5ft Contour
- Landscape Visual Buffer

**Woodard Trust - St Joseph East Solar Project**  
St Joseph Township, Champaign County, Illinois

Proposed Site Plan

EXHIBIT 2



Map Document: N:\0015274\00GIS\VF\_SUE\_1\_SitePlan\_181011.mxd 10/11/2018 10:25:10 AM redawko



# RECEIVED

OCT 11 2018

CHAMPAIGN CO P & Z DEPARTMENT

## Roadway Upgrade and Maintenance Agreement

This Roadway Upgrade and Maintenance Agreement (the "Agreement"), dated October \_\_, 2018 is by and between St. Joseph Township Road District (the "Township") and the FFP IL Community Solar, LLC (FFP) (collectively the "Parties").

WHEREAS, This Agreement is to document the roadway upgrade and maintenance terms in connection with a Community Solar Garden (the "Project") located on the NW Corner of Interstate 74 & County Road 2350 East in St. Joseph Township as noted in the attached preliminary site plan.

WHEREAS, The Highway Authority is agreeing to waive the requirements of Subparagraphs 6.1.5 G (1), (2) and (3) of the revised Proposed Amendment as Recommended by the ZBA.

THEREFORE, The Parties agree upon the following terms as a condition of the Special Use Permit in connection with the Project:

### Section I General Terms

- a. FFP shall agree to conduct a pre-PV solar farm construction baseline survey to determine existing street conditions for assessing potential future damage including a videotape of the affected length of each subject street supplemented by photographs if necessary.
- b. FFP 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 reasonably feels may not carry the loads likely during the PV SOLAR FARM construction and pay for any strengthening of structures that may be necessary to accommodate the proposed traffic loads caused by the PV SOLAR FARM construction.
- c. FFP shall agree upon an estimate of costs for any other necessary roadway improvements prior to construction.
- d. FFP shall obtain any necessary approvals for the street improvements from the relevant street maintenance authority.
- e. FFP shall obtain any necessary access permits including any required plans.
- f. FFP shall erect permanent markers indicating the presence of underground cables on areas of potential impact.
- g. FFP shall install marker tape in any impacted cable trench.
- h. FFP shall become a member of the Illinois state wide 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 PV solar farm.
- i. FFP shall use directional boring equipment to make all crossings of County Highways for the cable collection system.
- j. FFP shall notify the street maintenance authority in advance of all oversize moves and crane crossings.
- k. FFP shall provide the County Engineer with a copy of each overweight and oversize permit issued by the Illinois Department of Transportation for PV solar farm construction.
- l. FFP shall transport the PV solar farm loads so as to minimize adverse impact on the local traffic including farm traffic.
- m. FFP shall schedule PV solar farm construction traffic in a way to minimize adverse impacts on emergency response vehicles, rural mail delivery, school bus traffic, and local agricultural traffic.
- n. FFP shall provide as much advance notice as is 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, CPG will provide 48 hours notice to the extent reasonably practicable.
- o. FFP 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. FFP shall establish a single escrow account and a single Irrevocable Letter of Credit for the cost of all street upgrades and repairs pursuant to the PV solar farm construction.
  - q. FFP shall notify all relevant parties of any temporary street closures.
  - r. FFP shall obtain easements and other land rights needed to fulfill CPG's obligations under this Agreement.
  - s. FFP 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. FFP 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. FFP shall provide dust control and grading work to the reasonable satisfaction of the County Engineer on streets that become aggregate surface streets.
  - v. FFP shall conduct a post-PV solar farm construction baseline survey similar to the pre-PV solar farm construction baseline survey to identify the extent of repairs necessary to return the streets to the pre-PV solar farm construction condition.
  - w. FFP shall pay for the cost of all repairs to all STREETS that are damaged by the Applicant during the construction of the PV SOLAR FARM and restore such STREETS to the condition they were in at the time of the pre-PV SOLAR FARM construction inventory.
  - x. All PV solar farm construction traffic shall exclusively use routes designated and agreed upon by FFP and the Road District.
  - y. FFP shall provide liability insurance in an acceptable amount to cover the required street construction activities.
  - z. This Agreement will remain until the decommissioning process has begun at the end-of-life as seen by the County.
  - aa. FFP has the right to transfer this agreement to a project company which is the holder of the Special Use Permit of the Project.
  - bb. At such time as decommissioning takes place, FFP or its successors in interest shall enter into a Roadway use and Repair Agreement with the appropriate highway authority.

## Section 2 - Miscellaneous

- a. Notices All notices, requests, statements or payments will be made to the addresses and persons specified below. All notices will be made in writing except where this Agreement expressly provides that notice may be made orally. Notices required to be in writing will be delivered by hand delivery, overnight delivery, facsimile, or e-mail (so long as a copy of such e-mail notice is provided immediately thereafter in accordance with the requirements of this Section by hand delivery, overnight delivery, or facsimile). Notice by facsimile will (where confirmation of successful transmission is received) be deemed to have been received on the day on which it was transmitted (unless transmitted after 5:00 p.m. at the place of receipt or on a day that is not a Business Day, in which case it will be deemed received on the next Business Day). Notice by hand delivery or overnight delivery will be deemed to have been received when delivered. Notice by e-mail will be deemed to have been received when such e-mail is transmitted, so long as a copy of such e-mail notice is delivered immediately thereafter by hand delivery, overnight delivery, or facsimile. When notice is permitted to be provided orally, notice by telephone will be permitted and will be deemed to have been received at the time the call is received. A Party may change



its address by providing notice of the same in accordance with the provisions of this Section. Initial addresses for notice shall be as follows:

St. Joseph Township Road District  
Rod Maddock  
[OPEN]

FFP IL Community Solar, LLC  
100 Montgomery Street, Suite 725  
San Francisco, CA 94104  
(855) 204-5083

- a. Governing Law/Venue This Agreement will be governed by the laws of Illinois without giving effect to principles of conflicts of laws that would require the application of the law of another jurisdiction.
  - b. Entire Agreement; Amendments This Agreement constitutes the entire agreement between the Parties, and shall supersede any prior oral or written agreements between the Parties, relating to the subject matter hereof or thereof. Any amendment, modification or change to this Agreement will be void unless in writing and signed by both Parties.
  - c. Non-Waiver No failure or delay by either Party in exercising any right, power, privilege, or remedy hereunder will operate as a waiver thereof. Any waiver must be in a writing signed by the Party making such waiver.
  - d. Severability If any part, term, or provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of any other part, term, or provision of this Agreement, and shall not render this Agreement unenforceable or invalid as a whole. Rather the part of this Agreement that is found invalid or unenforceable will be amended, changed, or interpreted to achieve as nearly as possible the same objectives and economic effect as the original provision, or replaced to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision, within the limits of Applicable Law or applicable court decisions, and the remainder of this Agreement will remain in full force.
  - e. No Third Party Beneficiaries Nothing in this Agreement will provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind.
  - f. No Recourse to Affiliates This Agreement is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. No Party shall have recourse to any parent, subsidiary, partner, member, Affiliate, Lender, director, officer or employee of the other Party for performance or non-performance of any obligation hereunder, unless such obligations were assumed in writing, by the Person against whom recourse is sought.
  - g. Relationships of Parties This Agreement shall not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either Party.
  - h. Counterparts This Agreement may be executed in several counterparts, each of which is an original and all of which together constitute one and the same instrument. A signature on a copy of this Agreement received by either Party by facsimile is binding upon the other Party as an original. Both Parties agree that a photocopy of such facsimile may also be treated by the Parties as a duplicate original.
-



# FOREFRONT POWER

i. Further Assurances The Parties shall do such further acts, perform such further actions, execute and deliver such further or additional documents and instruments as may be reasonably required or appropriate to consummate, evidence, or confirm the agreements and understandings contained herein and to carry out the intent and purposes of this Agreement.

j. Construction of Agreement This Agreement and any ambiguities or uncertainties contained herein shall be equally and fairly interpreted for the benefit of and against both Parties and shall further be construed and interpreted without reference to the identity of the Party preparing this document, it being expressly understood and agreed that the Parties participated equally in the negotiation and preparation of this Agreement or have had equal opportunity to do so. Accordingly, the Parties hereby waive the legal presumption that the language of the contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

k. Estoppel Either Party, without charge, at any time and from time to time, within five (5) Business Days after receipt of a written request by the other Party, shall deliver a written instrument, duly executed, certifying to such requesting Party, or any other Person specified by such requesting Party: (i) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of such Party there are then existing any defenses in favor of such Party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such Party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; (iii) such other information as may be reasonably requested by a Party hereto. Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contrary to the facts contained in the certificate.

IN WITNESS WHEREOF, the Parties agree to caused this Agreement to be duly executed, under seal, by persons hereunto duly authorized, as of this \_\_\_\_ day of October 2018.

Go Mizoguchi  
President  
FFP IL Community Solar, LLC

\_\_\_\_\_  
Rod Maddock  
Road Commissioner  
St. Joseph Township Road District

**Susan Burgstrom**

---

**From:** David Dickson <David.Dickson@westwoodps.com>  
**Sent:** Thursday, October 11, 2018 11:11 AM  
**To:** Susan Burgstrom  
**Subject:** RE: St. Joseph East and West SUP applications

Perfect, thank you!

Rod had sent us that document to use as a template. As such, we don't expect any issues from him with regards to approval. The only kicker is that we are having to snail mail everything back and forth as he doesn't have access to email at this time. With that said, I mailed our signed agreement to him this morning, so we should receive a signed copy as soon as he receives it and can mail it back. I have spoken with Rod several times and he stated that he will more than likely be at this site's ZBA hearing.

Thank you!

---

**From:** Susan Burgstrom [<mailto:sburgstrom@co.champaign.il.us>]  
**Sent:** Thursday, October 11, 2018 11:05 AM  
**To:** David Dickson <[David.Dickson@westwoodps.com](mailto:David.Dickson@westwoodps.com)>  
**Subject:** RE: St. Joseph East and West SUP applications

RECEIVED

OCT 11 2018

CHAMPAIGN CO. P & Z DEPARTMENT

Received, thanks.

When do you anticipate a signed road agreement with Rod Maddock?

---

**From:** David Dickson <[David.Dickson@westwoodps.com](mailto:David.Dickson@westwoodps.com)>  
**Sent:** Thursday, October 11, 2018 10:59 AM  
**To:** Susan Burgstrom <[sburgstrom@co.champaign.il.us](mailto:sburgstrom@co.champaign.il.us)>  
**Subject:** RE: St. Joseph East and West SUP applications

Hey Susan,

If it's not too late, we made one slight modification to the Site Plan's landscape buffer on the St. Joseph – East site, which we believe will be more effective based on the topography of the land. It's not a major change, so if you've already started printing these, don't worry about it. Just thought I would run it by you just in case.

Thanks  
David Dickson

---

**From:** Susan Burgstrom [<mailto:sburgstrom@co.champaign.il.us>]  
**Sent:** Thursday, October 11, 2018 10:17 AM  
**To:** David Dickson <[David.Dickson@westwoodps.com](mailto:David.Dickson@westwoodps.com)>  
**Cc:** Tom Braman <[Tom.Braman@westwoodps.com](mailto:Tom.Braman@westwoodps.com)>; Jason Grissom <[jgrissom@forefrontpower.com](mailto:jgrissom@forefrontpower.com)>; Ed Switzer <[eswitzer@forefrontpower.com](mailto:eswitzer@forefrontpower.com)>; Christopher Wall <[cwall@forefrontpower.com](mailto:cwall@forefrontpower.com)>; Daniel Solorzano <[dsolorzano@forefrontpower.com](mailto:dsolorzano@forefrontpower.com)>  
**Subject:** RE: St. Joseph East and West SUP applications

Received, thanks.

Susan

---

**From:** David Dickson <[David.Dickson@westwoodps.com](mailto:David.Dickson@westwoodps.com)>  
**Sent:** Thursday, October 11, 2018 10:09 AM  
**To:** Susan Burgstrom <[sburgstrom@co.champaign.il.us](mailto:sburgstrom@co.champaign.il.us)>  
**Cc:** Tom Braman <[Tom.Braman@westwoodps.com](mailto:Tom.Braman@westwoodps.com)>; Jason Grissom <[jgrissom@forefrontpower.com](mailto:jgrissom@forefrontpower.com)>; Ed Switzer <[eswitzer@forefrontpower.com](mailto:eswitzer@forefrontpower.com)>; Christopher Wall <[cwall@forefrontpower.com](mailto:cwall@forefrontpower.com)>; Daniel Solorzano <[dsolorzano@forefrontpower.com](mailto:dsolorzano@forefrontpower.com)>  
**Subject:** St. Joseph East and West SUP applications

Susan,

Please find attached the updated Special Use Permit applications for the St. Joseph – East and St. Joseph – West Sites.

If you have any questions or concerns, please don't hesitate to let me know!

Thank you so much!

**David Dickson**  
**ENVIRONMENTAL SCIENTIST**  
david.dickson@westwoodps.com

**Direct** (214) 556-6864  
**Main** (214) 473-4640  
**Cell** (417) 766-1237

**Westwood Multi-Disciplined Surveying & Engineering**  
2740 North Dallas Parkway, #280 | Plano, TX 75093

---

**westwoodps.com**  
(888) 937-5150

## David Dickson

---

**From:** SJSFPD <st.joseph-stantonfpd@comcast.net>  
**Sent:** Tuesday, September 25, 2018 9:26 AM  
**To:** David Dickson  
**Subject:** Re: Solar farm site plan - Conditions of Champaign Solar Ordinance

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

RECEIVED

OCT 11 2018

CHAMPAIGN CO. P & Z DEPARTMENT

David,  
We did receive a copy of your site plans for the solar farms.  
Thanks

Josh Reese  
Chief  
St. Joseph-Stanton FPD  
Sent from my iPhone

On Sep 20, 2018, at 1:37 PM, David Dickson <[David.Dickson@westwoodps.com](mailto:David.Dickson@westwoodps.com)> wrote:

Good afternoon,

My name is David Dickson with Westwood Professional Services, an environmental/engineering firm. We have a client that is interested in pursuing solar development just outside of St. Joseph township in Champaign County, IL. As part of the permitting process, we are required by the Champaign County Solar Ordinance to submit a copy of our two proposed solar development site plans to the Local Fire Protection District. As such, please find attached the site plans for the St. Joseph - East and St. Joseph - West proposed solar projects for your review. In addition, below is a screenshot of the applicable section of the ordinance for your reference. If you are not the fire department with jurisdiction over these two sites, would it be possible to point me in the right direction or provide me with the contact information for who would be.

<image003.jpg>

If you have any questions or concerns, please don't hesitate to reach out as I will be more than happy to assist any way that I can.

Also, if you could please send me an email acknowledging receipt of these site plans, I would greatly appreciate it. We need to show proof of submittal to the County.

Thank you for your attention to this matter.

**David Dickson**  
**ENVIRONMENTAL SCIENTIST**  
david.dickson@westwoodps.com

**Direct** (214) 556-6864  
**Main** (214) 473-4640  
**Cell** (417) 766-1237

**Westwood Multi-Disciplined Surveying & Engineering**  
2740 North Dallas Parkway, #280 | Plano, TX 75093

Champaign County Clerk  
Brookens Administration Center  
1776 E. Washington St.  
Urbana, IL 61802



To whom it may concern,

I attended the County Zoning Board meeting on Thursday, September 13, 2018 regarding proposed solar farm variances. Several things that came to mind which I will try to list are as follows;

1. There were a bunch of people wanting to speak out against the proposed solar farms and in fact, the board meeting adjourned at 10pm without concluding comments on the smaller Sidney solar farm let alone hearing testimony about the Saint Joseph farm.
2. The county zoning board appears to have made up their mind (favorably) about solar farms and constricted rebuttal testimony so as to preclude negative comments. (My opinion)
3. The solar farm representative was less than forthright providing general details of their existing solar farms across the country.
4. The solar farm representative provided a power point but skillfully evaded direct questions which required more specifics which "might" compromise them.

The old term "follow the money" is the key. It seems the solar farm details need to be finalized by January 15<sup>th</sup> for state grant money as I understood it. I have been unable to ascertain the financial incentives to builders/operators of the solar farms at the present time.

I have concerns about the sincerity of the solar farm builders/operators as when questioned about various aspects of the proposed solar farms whereby they could provide various aspects & details of their existing solar farms across the country, they/he seemed to purposely elude the public as well as the county zoning board. Whether it be drainage which the nobody was allowed to question how they would repair field tiles when the solar representative stated pilings would be driven into the ground or why noise level tests were not conducted at property lines as the board chairman seemed to protect him from public questions.

This does not even broach the subject of the solar farm offering any written assurances so as to quell some concerns as expressed by the public. I believe if the public would have introduced questions along this train of thought the chairman would have squashed it as it would not have been in line with rebuttal testimony in regard to solar farm representative testimony.






Whereas this was my first county board meeting I listened to the chair repeat many times as rebuttal questions needed to be within the parameters of testimony of the testifying person and to expedite the process. This is fine in a court of law but there needs to be some latitude

with consideration due to laymen public especially when it took the board approximately ½ an hour to decide to adjourn an attempt to pick another meeting date.

Several of the public comments expressed their concerns about taking very productive crop land and turning it into a solar farm. While I agree the land owners should be allowed the opportunity to do with the land as they want, this should be a long-term concern. Why wouldn't the proposed solar farms want to build over one of the sealed ash pits at one of the shut down coal fired generating plant where connecting to the power grids already exists?

Here is a list of closed generating plants in Illinois and this does not even include the coal fired Dynegy plant at Oakwood right next to us in Vermilion, County. How many other Illinois generating plants are closed and not on this list?

### Closed/Cancelled stations<sup>[edit]</sup>

Name	Location	Coordinates	Type	Nameplate capacity (MW)	Generating units	Owner	Links	Status
<a href="#">Future Gen</a>	<a href="#">Morgan County</a>	 39°49'23"N 90°33'58"W	Coal	229				Cancelled in 2015
<a href="#">Hutsonville Power Station</a>	<a href="#">Crawford County</a>	 39°8'2.4"N 87°39'36"W	Coal	151	2	<a href="#">Ameren</a>	<a href="#">[1]</a>	Closed in 2011
<a href="#">Meredosia Power Station</a>	<a href="#">Morgan County</a>	 39.823°N 90.567°W	Coal/petroleum	513	4	<a href="#">Ameren</a>	<a href="#">[2]</a>	Closed in 2011
Wood River	<a href="#">Alton</a>	 38.864°N 90.134°W	Coal/natural gas	594		<a href="#">Dynegy</a>		Closed in 2016
<a href="#">Zion</a>	<a href="#">Zion</a>	 42.4460578°N 87.8027112°W	Nuclear	2080	2	<a href="#">Exelon</a>		Closed 1998 <sup>[1]</sup>



I will concede I am getting a crash course about solar farms and left the meeting with more questions than answers. I do not like the that the county reduced zoning limits from what has been recognized in the past and I feel the county should question the sincerity of the solar farm representatives when zoning was significantly reduced they immediately wanted more. One would assume they were privy to conversations prior to this reduction so why ask to move the goal posts when the ink is barely dry?

I will digress but another thing that concerns me was when the public questioned and asked for an admission from anyone testifying who might be connected monetarily or otherwise to the solar farms in some manner. I felt it was a valid question as it could demonstrate bias and the question of recusal might be appropriate. Unfortunately, one of the board members Frank (?) took particular exception and went on a tirade somewhat unrelated to the actual question. The board member may have animus towards that individual but I am confident the public left feeling Frank(?) has a biased connection with the solar farms whatever it might be.

I left the meeting reminiscent of a time share presentation by the solar farm representative and not a good feeling that the zoning board really has a handle on this issue. With no written assurances nor the exploration of securing any such documents along with a lack of definitive information does not bode well for the future. I will concede that I may be wrong as one meeting should not render a finite conclusion but I feel those attending this meeting have similar sentiments.

In closing, I feel the county should not grant any variances in addition to their present zoning for solar farms and respect all municipalities, townships, homeowners and individuals who have valid concerns which should not be ignored.

Sincerely,  
Arthur Rapp  
401 Aspen Ct.  
Saint Joseph, IL  
61873

Cc File

*ARapp602@aol.com*

RESOLUTION NO. 2018 - 7  
RESOLUTION OBJECTING TO SPECIAL USE PERMIT FOR SOLAR FARM  
(Champaign County Zoning case 907-5-18)

Whereas, the Village of St. Joseph, Champaign County, Illinois is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois; and,

Whereas, FFP IL Community Solar, LLC has filed a petition for a Special Use Permit from the Champaign County Board to allow a solar farm to be located within one-half mile of the northern boundary of the Village of St. Joseph, Illinois, and described as:

Part of a 153.23-acre tract in the Northwest Quarter of Section 12 of Township 19 North, Range 10 East of the Third Principle Meridian in St. Joseph Township, and commonly known as the farmland at the southwest corner of CR 2350E and CR 1700N

Whereas, the County's ordinance recognizes that locating a solar farm less than one-half mile from municipal boundaries can create problems and limitations for orderly growth for municipalities and for the County; and,

Whereas, the solar farm in this instance is proposed to be located approximately 230 feet (less than one-twentieth of a mile) from the Village's northern border; and,

Whereas, the Board of Trustees for the Village of St. Joseph believes that locating said solar farm at the proposed location will adversely affect the Village's ability to grow to the north, where there is already significant development, and in addition, based on testimony at the Village Board meeting on September 11, 2018, the Board believes that any special use permit should include a restriction on noise level at the property limits of the solar farm of no more than 30 dBA.

Now, therefore, be it resolved by the President and Board of Trustees of the Village of St. Joseph, Champaign County, Illinois, that the Village objects to the said petition for Special Use Permit, and respectfully requests that the County Board deny said petition.

This resolution passed by the Board of Trustees for the Village of St. Joseph, Champaign County, Illinois on September 25, 2018 by vote of:

Ayes 6 Nays 0 Abstain 0

Mari Trulliz-Voges  
President

Elroy Smozer  
Village Clerk



**RECEIVED**  
SEP 28 2018