

**CASE 086-AT-23**  
*PRELIMINARY MEMORANDUM*  
MARCH 22, 2023

**Petitioner:** Zoning Administrator

**Request:** Amend the Champaign County Zoning Ordinance as follows in order to ensure compliance with Public Act 102-1123:

1. Add the following definitions to Section 3.0 Definitions: FACILITY OWNER, NON-PARTICIPATING PROPERTY, OCCUPIED COMMUNITY BUILDING, PARTICIPATING PROPERTY.
2. Revise the following definitions in Section 3.0 Definitions: PARTICIPATING DWELLING, NON-PARTICIPATING DWELLING, COMMUNITY PV SOLAR FARM
3. Revise Section 6.1.4 WIND FARM SPECIAL USE PERMIT to establish an effective date for regulating previously authorized WIND FARMS.
4. Add new Section 6.1.5 PROPOSED WIND FARM SPECIAL USE PERMIT to establish regulations applicable after an effective date for proposed WIND FARMS, including but not limited to:
  - a. Establish a separation from each WIND FARM TOWER of 1.1 times the maximum blade tip height to the nearest PARTICIPATING DWELLING, to the center point of a public street right-of-way, to the nearest non-participating property line, and to third-party transmission lines.
  - b. Establish a separation from each WIND FARM TOWER of 2.1 times the maximum blade tip height to the nearest NON-PARTICIPATING DWELLING or OCCUPIED COMMUNITY BUILDING, and to the nearest point on the property line of fish and wildlife areas and Illinois Nature Preserve Commission protected lands.
  - c. Establish that the total WIND FARM TOWER HEIGHT (measured to the tip of the highest rotor blade) must receive a Determination of No Hazard to Air Navigation by the Federal Aviation Administration under 14 CFR Part 77.
  - d. Establish that the financial assurance for WIND FARMS will be based on the requirements in the Agricultural Impact Mitigation Agreement but will be required to be an Escrow Account.
  - e. Add other new standard conditions consistent with Public Act 102-1123.
5. Renumber existing Section 6.1.5 to new Section 6.1.6 PHOTOVOLTAIC (PV) SOLAR FARM and establish an effective date for regulating previously authorized PHOTOVOLTAIC (PV) SOLAR FARMS.
6. Add new Section 6.1.7 PROPOSED PHOTOVOLTAIC (PV) SOLAR FARM to establish regulations applicable after an effective date for

(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)

proposed PHOTOVOLTAIC (PV) SOLAR FARMS, including but not limited to:

- a. Establish a separation of 50 feet between the PV SOLAR FARM fencing and the street centerline.
- b. Establish a separation of 50 feet between the nearest edge of any component of the PV SOLAR FARM and the nearest point on the property line of the non-participating property.
- c. Establish a separation of 150 feet from the nearest edge of any component of the PV SOLAR FARM and the nearest point on the outside wall of an OCCUPIED COMMUNITY BUILDING or NON-PARTICIPATING DWELLING.
- d. Establish that the financial assurance for PV SOLAR FARMS will be based on the requirements in the Agricultural Impact Mitigation Agreement.
- e. Add other new standard conditions consistent with Public Act 102-1123.

**Location:** Unincorporated Champaign County

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

**Prepared by:** Susan Burgstrom, Senior Planner  
John Hall, Zoning Administrator

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## BACKGROUND

At its March 9, 2023 meeting, ELUC reviewed a memorandum dated February 27, 2023 regarding proposed changes to the requirements for wind farms and PV solar farms to be consistent with Public Act 102-1123. ELUC approved opening a ZBA public hearing for these amendments at its March 9, 2023 meeting.

Public Act 102-1123 was signed by Governor Pritzker on January 27, 2023. The Act requires Illinois counties to amend their wind and solar farm zoning ordinances to be no stricter than what PA 102-1123 allows. The Act is less strict than the Champaign County Zoning Ordinance in numerous ways, including but not limited to reducing separations to non-participating properties and dwellings, allowing increased height of wind towers, and not requiring Aircraft Detection Lighting Systems (ADLS). Recently, Champaign County Zoning Board of Appeals heard significant testimony that noise limits should be lowered for wind and solar farms; PA 102-1123 removes that possibility by setting noise limits to be no stricter than Illinois Pollution Control Board standards. The Act sets a 120-day timeline for counties to amend their ordinances as of the effective date of January 27, 2023.

The proposed text amendment separates previously approved solar farms and wind farms from proposed solar farms and wind farms as follows:

- Existing Section 6.1.4: Wind Farm County Board Special Use Permit (for previously approved cases)
- New Section 6.1.5: Proposed Wind Farm County Board Special Use Permit (consistent with Public Act 102-1123)

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- Renumbered Section 6.1.6: PV Solar Farm County Board Special Use Permit (for previously approved cases)
  - New Section 6.1.7: Proposed PV Solar Farm County Board Special Use Permit (consistent with Public Act 102-1123)

Attachment C is a redline comparison of the Champaign County Zoning Ordinance Section 6.1.1A., which has Decommissioning and Site Reclamation Plan requirements for both wind and solar. Attachments D and E are redline comparisons of the Champaign County wind farm and solar farm sections showing how Public Act 102-1123 requires revisions of those ordinance sections.

Many of the required revisions to the ordinance refer to the Illinois Department of Agriculture's Agricultural Impact Mitigation Agreements (AIMA). Attachments F and G are AIMA templates for wind and solar facilities, respectively.

The proposed amendment that is at the end of Attachment I dated March 30, 2023 has some revisions made since the March 9, 2023 ELUC meeting. Those changes are in yellow highlight.

## **ATTACHMENTS**

- A Legal advertisement
- B ELUC Memorandum dated February 27, 2023
  - Exhibit A: Proposed Amendment dated February 27, 2023
  - Exhibit B: Public Act 102-1123 excerpt
- C Redline comparison of Champaign County Zoning Ordinance Section 6.1.1. A.
- D Redline comparison of Champaign County wind farm ordinance section
- E Redline comparison of Champaign County solar farm ordinance section
- F Agricultural Impact Mitigation Agreement for Commercial Wind Energy Facilities by the Illinois Department of Agriculture
- G Agricultural Impact Mitigation Agreement for Commercial Solar Energy Facilities by the Illinois Department of Agriculture
- H Land Resource Management Plan (LRMP) Goals & Objectives  
(*available on ZBA meetings website*)
- I Preliminary Finding of Fact, Summary Finding of Fact, and Final Determination for Case 086-AT-23 dated March 30, 2023, with attachment:
  - Exhibit A: Proposed Amendment dated March 30, 2023

**LEGAL PUBLICATION: WEDNESDAY, MARCH 15, 2023**

**CASE: 086-AT-23**

**NOTICE OF PUBLIC HEARING IN REGARD TO AN AMENDMENT TO THE TEXT OF THE CHAMPAIGN COUNTY ZONING ORDINANCE**

CASE 086-AT-23

The Champaign County Zoning Administrator, 1776 East Washington Street, Urbana, has filed a petition to amend the text of the Champaign County Zoning Ordinance. The petition is on file in the office of the Champaign County Department of Planning and Zoning, 1776 East Washington Street, Urbana, IL.

A public hearing will be held **Thursday, March 30, 2023 at 6:30 p.m.** prevailing time in the Shields-Carter Meeting Room, Brookens Administrative Center, 1776 East Washington Street, Urbana, IL, at which time and place the Champaign County Zoning Board of Appeals will consider a petition for the following:

Amend the Champaign County Zoning Ordinance as follows in order to ensure compliance with Public Act 102-1123:

1. Add the following definitions to Section 3.0 Definitions: FACILITY OWNER, NON-PARTICIPATING PROPERTY, OCCUPIED COMMUNITY BUILDING, PARTICIPATING PROPERTY.
2. Revise the following definitions in Section 3.0 Definitions: PARTICIPATING DWELLING, NON-PARTICIPATING DWELLING, COMMUNITY PV SOLAR FARM
3. Revise Section 6.1.4 WIND FARM SPECIAL USE PERMIT to establish an effective date for regulating previously authorized WIND FARMS.
4. Add new Section 6.1.5 PROPOSED WIND FARM SPECIAL USE PERMIT to establish regulations applicable after an effective date for proposed WIND FARMS, including but not limited to:
  - a. Establish a separation from each WIND FARM TOWER of 1.1 times the maximum blade tip height to the nearest PARTICIPATING DWELLING, to the center point of a public street right-of-way, to the nearest non-participating property line, and to third-party transmission lines.
  - b. Establish a separation from each WIND FARM TOWER of 2.1 times the maximum blade tip height to the nearest NON-PARTICIPATING DWELLING or OCCUPIED COMMUNITY BUILDING, and to the nearest point on the property line of fish and wildlife areas and Illinois Nature Preserve Commission protected lands.
  - c. Establish that the total WIND FARM TOWER HEIGHT (measured to the tip of the highest rotor blade) must receive a Determination of No Hazard to Air Navigation by the Federal Aviation Administration under 14 CFR Part 77.
  - d. Establish that the financial assurance for WIND FARMS will be based on the requirements in the Agricultural Impact Mitigation Agreement but will be required to be an Escrow Account.
  - e. Add other new standard conditions consistent with Public Act 102-1123.

5. Renumber existing Section 6.1.5 to new Section 6.1.6 PHOTOVOLTAIC (PV) SOLAR FARM and establish an effective date for regulating previously authorized PHOTOVOLTAIC (PV) SOLAR FARMS.
6. Add new Section 6.1.7 PROPOSED PHOTOVOLTAIC (PV) SOLAR FARM to establish regulations applicable after an effective date for proposed PHOTOVOLTAIC (PV) SOLAR FARMS, including but not limited to:
  - a. Establish a separation of 50 feet between the PV SOLAR FARM fencing and the street centerline.
  - b. Establish a separation of 50 feet between the nearest edge of any component of the PV SOLAR FARM and the nearest point on the property line of the non-participating property.
  - c. Establish a separation of 150 feet from the nearest edge of any component of the PV SOLAR FARM and the nearest point on the outside wall of an OCCUPIED COMMUNITY BUILDING or NON-PARTICIPATING DWELLING.
  - d. Establish that the financial assurance for PV SOLAR FARMS will be based on the requirements in the Agricultural Impact Mitigation Agreement.
  - e. Add other new standard conditions consistent with Public Act 102-1123.

All persons interested are invited to attend said hearing and be heard. If you would like to submit comments or questions before the meeting, please call the P&Z Department at 217-384-3708 or email [zoningdept@co.champaign.il.us](mailto:zoningdept@co.champaign.il.us) no later than 4:30 pm the day of the meeting. The hearing may be continued and reconvened at a later time.

Ryan Elwell, Chair  
Champaign County Zoning Board of Appeals

**TO BE PUBLISHED: WEDNESDAY, MARCH 15, 2023, ONLY**

Send bill and one copy to: Champaign County Planning and Zoning Dept.  
Brookens Administrative Center  
1776 E. Washington Street  
Urbana, IL 61802  
Phone: 384-3708

Our News Gazette account number is 99225860.

Champaign County  
Department of

**PLANNING &  
ZONING**

**Brookens Administrative  
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Urbana, Illinois 61802

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**TO: Environment and Land Use Committee**

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

**DATE: February 27, 2023**

**RE: Authorization for Public Hearing on Proposed Zoning Ordinance Text  
Amendment to Revise Requirements for Wind Farms and PV Solar  
Farms as Required by Public Act 102-1123**

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## **BACKGROUND**

Public Act 102-1123 was signed by Governor Pritzker on January 27, 2023. The Act requires Illinois counties to amend their wind and solar farm zoning ordinances to be no stricter than what PA 102-1123 allows. The Act is less strict than the Champaign County Zoning Ordinance in numerous ways, including but not limited to reducing separations to non-participating properties and dwellings, allowing increased height of wind towers, and not requiring Aircraft Detection Lighting Systems (ADLS). Recently, Champaign County Zoning Board of Appeals heard significant testimony that noise limits should be lowered for wind and solar farms; PA 102-1123 removes that possibility by setting noise limits to be no stricter than Illinois Pollution Control Board standards.

The Act sets a 120-day timeline for counties to amend their ordinances as of the effective date of January 27, 2023. As can be seen in the table below, Champaign County's approval process for this text amendment could take six months or longer given the anticipated public comments and established meeting schedules.

## **ALTERNATIVE TEXT AMENDMENT**

Some Illinois counties have taken the approach that since Public Act 102-1123 removes all discretion for counties in the approval of a wind farm or solar farm, then the only approval really necessary is the typical zoning use permit approval.

The special use permit approach provides the best opportunity for the public to review any proposed wind or solar farm. Also, during the public hearing for a special use permit, all testimony is under oath and that is the only way to ensure truthful testimony.

For these reasons, P&Z Staff feel that retaining the special use permit approval as a requirement for wind and solar farm approvals is the best option for County review of wind and solar farms.

## **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 March 9, 2023, the anticipated 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 30, 2023</b>   |
| 2. Public Hearing closes at CCZBA and the CCZBA makes recommendations to the Champaign County Board                      | <b>*Thursday, May 11, 2023</b>    |
| 3. Environment and Land Use Committee of the Champaign County Board (ELUC) affirms or amends CCZBA's recommendation      | <b>Thursday, June 8, 2023</b>     |
| 4. Environment and Land Use Committee of the Champaign County Board makes a recommendation to the Champaign County Board | <b>*Thursday, August 10, 2023</b> |
| 5. Champaign County Board makes a final determination  | <b>*Thursday, August 24, 2023</b> |
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\*earliest anticipated dates of action

**ATTACHMENTS**

- A Draft Wind and Solar Energy Amendment to the Champaign County Zoning Ordinance
- B Public Act 102-1123 excerpt

ELUC Memo  
02/27/23

## EXHIBIT A: PROPOSED AMENDMENT

### 1. Add definitions in Section 3. Definitions:

FACILITY OWNER: (i) a person with a direct ownership interest in a WIND FARM or a PV SOLAR FARM, or both, regardless of whether the person is involved in acquiring the necessary rights, permits, and approvals or otherwise planning for the construction and operation of the facility, and (ii) at the time the facility is being developed, a person who is acting as a developer of the facility by acquiring the necessary rights, permits, and approvals or by planning for the construction and operation of the facility, regardless of whether the person will own or operate the facility.

NON-PARTICIPATING PROPERTY: real property that is not a PARTICIPATING PROPERTY.

OCCUPIED COMMUNITY BUILDING: any one or more of the following buildings that is existing and occupied on the date that the application for a permit to develop the commercial wind energy facility or the commercial solar energy facility is filed with the county: a school, place of worship, day care facility, public library, or community center.

PARTICIPATING PROPERTY: real property that is the subject of a written agreement between a facility owner and the owner of the real property that provides the facility owner an easement, option, lease, or license to use the real property for the purpose of constructing a commercial wind energy facility, a commercial solar energy facility, or supporting facilities. "Participating property" also includes real property that is owned by a facility owner for the purpose of constructing a commercial wind energy facility, a commercial solar energy facility, or supporting facilities.

### 2. Revise definitions in Section 3. Definitions:

DWELLING-or PRINCIPAL BUILDING, PARTICIPATING: A DWELLING on land that is leased to a WIND FARM or PV SOLAR FARM.

DWELLING-or PRINCIPAL BUILDING, NON-PARTICIPATING: A DWELLING on land that is not leased to a WIND FARM or PV SOLAR FARM.

PV SOLAR FARM, COMMUNITY: A PV SOLAR FARM of not more than 2,0005,000 kilowatt nameplate capacity that meets the requirements of 20 ILCS 3855/1-10 for a "community renewable generation project" and provided that two COMMUNITY PV SOLAR FARMS may be co-located on the same or contiguous parcels totaling 5 MW. as either: a) two 2 MW projects on one parcel, or b) one 2 MW project on each of two contiguous parcels, as authorized by the Illinois Commerce Commission in Final Order 17-0838 on April 3, 2018.

### 3. Revise the statement at the beginning of Section 6.1.4 as follows:

Prior to <effective date>, a WIND FARM County BOARD SPECIAL USE Permit may only be authorized in the AG-1, Agriculture Zoning DISTRICT subject to the following conditions:



## EXHIBIT A: PROPOSED AMENDMENT

### 4. Add new Section 6.1.5 WIND FARM SPECIAL USE Permit as follows:

As of <effective date>, a WIND FARM SPECIAL USE Permit may only be authorized in the AG-1, AG-2, I-1, and I-2 Zoning DISTRICTS subject to the following conditions:

#### A. General Standard Conditions

1. The WIND FARM County Board SPECIAL USE Permit shall not be located less than one-and-one-half miles from an incorporated municipality that has a zoning ordinance.
2. All aboveground STRUCTURES and facilities shall be of a type and shall be located in a manner that is consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.5 M.

#### B. Minimum Lot Standards

1. There are no minimum LOT AREA, AVERAGE LOT WIDTH, SETBACK, YARD, or maximum LOT COVERAGE requirements for a WIND FARM or for LOTS for WIND FARM TOWERS, substations, and WIND FARM maintenance and management facilities.

#### C. Minimum Standard Conditions for Separations for WIND FARM TOWERS from adjacent USES and STRUCTURES.

The location of each WIND FARM TOWER shall provide the following required separations:

1. At least 1.1 times the maximum blade tip height of the wind tower from the center of the base of a WIND FARM TOWER to the nearest point on the outside wall of any PARTICIPATING DWELLING provided that the noise level caused by the WIND FARM at the particular building complies with the applicable Illinois Pollution Control Board regulations.
2. At least 2.1 times the maximum blade tip height of the wind tower from the center of the base of a WIND FARM TOWER to the nearest point on the outside wall of any existing NON-PARTICIPATING DWELLING or OCCUPIED COMMUNITY BUILDING provided that the noise level caused by the WIND FARM at the particular building complies with the applicable Illinois Pollution Control Board regulations.
3. The above separations may be reduced to a distance no less than 1.10 times the total WIND FARM TOWER height (measured to the tip of the highest rotor blade) upon submission of a PRIVATE WAIVER signed by the owner of said NON-PARTICIPATING DWELLING or OCCUPIED COMMUNITY BUILDING or adjacent property. The PRIVATE WAIVER must specify the agreed minimum separation and specifically

## EXHIBIT A: PROPOSED AMENDMENT

acknowledge that the grantor accepts the resulting noise level caused by the WIND FARM.

4. A separation distance equal to 1.1 times the total WIND FARM TOWER height (measured to the tip of the highest rotor blade) from the center of the base of a WIND FARM TOWER to the center point of the public STREET RIGHT OF WAY.
5. A separation distance equal to 1.1 times the total WIND FARM TOWER height (measured to the tip of the highest rotor blade) from the center of the base of a WIND FARM TOWER to the nearest non-participating property line. This separation may be reduced upon submission of a PRIVATE WAIVER signed by the owner of said non-participating property. The PRIVATE WAIVER must specify the agreed minimum separation.
6. A separation distance equal to 1.1 times the total WIND FARM TOWER height (measured to the tip of the highest rotor blade) from the center of the base of a WIND FARM TOWER to the nearest easement for a third-party electrical transmission lines. This separation may be reduced upon submission of a PRIVATE WAIVER signed by the owner of said electrical transmission line. The PRIVATE WAIVER must specify the agreed minimum separation.
7. Any PRIVATE WAIVER establishing an agreement for a lesser minimum separation as authorized above shall be submitted prior to the final determination by the Board and must be recorded as part of the chain of title in the deed to any relevant tract of land prior to authorization of any relevant ZONING USE PERMIT. No waiver of a standard condition shall be required in the event of a duly agreed and signed PRIVATE WAIVER.
8. At least 2.1 times the maximum blade tip height of the WIND TOWER to the nearest point on the property line of fish and wildlife areas and Illinois Nature Preserve Commission protected lands.

### D. Standard Conditions for Design and Installation of WIND FARM TOWERS.

1. The total WIND FARM TOWER height (measured to the tip of the highest rotor blade) must receive a Determination of No Hazard to Air Navigation by the Federal Aviation Administration under 14 CFR Part 77.
2. The WIND FARM shall comply with all applicable Federal Aviation Administration (FAA) requirements which shall be explained in the application. The minimum lighting requirement of the FAA shall not be exceeded.

## EXHIBIT A: PROPOSED AMENDMENT

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

1. All underground wiring or cabling for the WIND FARM shall be at a minimum depth as established by the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.5 M.
2. Protection of agricultural drainage tile
  - a. Protection of agricultural drainage tile shall comply with the Agriculture Impact Mitigation Agreement with the Illinois Department of Agriculture as required by Section 6.1.5 M.
3. All soil conservation practices (such as terraces, grassed waterways, etc.) that are damaged by WIND FARM construction and/or decommissioning shall be restored by the applicant to the pre-WIND FARM construction condition in a manner consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.5 M.
4. Topsoil replacement
  - a. All topsoil shall be placed in a manner consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.5 M.
5. Mitigation of soil compaction and rutting
  - a. All mitigation of soil compaction and rutting shall be consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.5 M.
6. Land leveling
  - a. The applicant shall not be responsible for leveling of disturbed land if exempted by the WIND FARM lease.
  - b. All land leveling shall be consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.5 M.

### F. Standard Conditions for Use of Public STREETS

Any WIND FARM applicant proposing to use any County Highway or township or municipal STREET for the purpose of transporting WIND FARM TOWERS or Substation parts and/or equipment for construction, operation, or maintenance of the WIND FARM TOWERS or Substation(s), shall identify all such public

**EXHIBIT A: PROPOSED AMENDMENT**

STREETS and pay the costs of any necessary permits and costs to repair any damage to the STREETS specifically and uniquely attributable to the WIND FARM construction, as follows:

1. The Applicant shall enter into a Roadway Upgrade and Maintenance agreement approved by the County Engineer; or Township Highway Commissioner; or municipality where relevant. Agreements with the County Engineer shall not be forwarded to the County Board before the WIND FARM SPECIAL USE permit is forwarded. All other agreements shall be executed prior to the close of the public hearing before the BOARD. 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-WIND FARM construction baseline survey to determine existing STREET conditions for assessing potential future damage including the following:
    - (1) A videotape of the affected length of each subject STREET supplemented by photographs if necessary.
    - (2) 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 WIND FARM construction.
    - (3) Pay for any strengthening of STREET structures that may be necessary to accommodate the proposed traffic loads caused by the WIND 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 WIND FARM construction and pay for any strengthening of structures that may be necessary to accommodate the proposed traffic loads caused by the WIND FARM 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.
  - e. The applicant shall obtain any necessary Access Permits including any required plans.

## EXHIBIT A: PROPOSED AMENDMENT

- 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 WIND FARM.
- i. The applicant shall use directional boring equipment to make all crossings of County Highways for the cable collection systems.
- j. The applicant shall provide plans for the widening of any corner radius that is necessary to facilitate the turning movements of the transport trucks used by the applicant.
- k. The applicant shall pay for the necessary temporary STREET improvements for the widened corner radii and pay for the cost to return the widened radii to their original lines and grades when no longer needed for the WIND FARM construction unless the STREET maintenance authority requests that the widened radii remain as improved.
- l. The applicant shall notify the STREET maintenance authority in advance of all oversize moves and crane crossings.
- m. The applicant shall provide the County Engineer with a copy of each overweight and oversize permit issued by the Illinois Department of Transportation for WIND FARM construction.
- n. The applicant shall transport the WIND FARM TOWER segments and other oversize loads so as to minimize adverse impact on the local traffic including farm traffic.
- o. The applicant shall schedule WIND FARM construction traffic in a way to minimize adverse impacts on emergency response vehicles, rural mail delivery, school bus traffic, and local agricultural traffic.
- p. The applicant 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, the applicant will provide 48 hours notice to the extent reasonably practicable.

## EXHIBIT A: PROPOSED AMENDMENT

- q. 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.
- r. The applicant 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 WIND FARM construction.
- s. The applicant shall notify all relevant parties of any temporary STREET closures.
- t. The applicant shall obtain easements and other land rights needed to fulfill the applicant's obligations under this agreement.
- u. 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.
- v. The applicant shall provide dust control and grading work to the reasonable satisfaction of the County Engineer on STREETS that become aggregate surface STREETS.
- w. The applicant shall conduct a post-WIND FARM construction baseline survey similar to the pre-WIND FARM construction baseline survey to identify the extent of repairs necessary to return the STREET to the pre-WIND FARM construction condition.
- x. The applicant shall pay for the cost of all repairs to all STREETS that are damaged by the applicant during the construction of the WIND FARM and restore such STREETS to the condition they were in at the time of the pre-WIND FARM construction inventory.
- y. All WIND FARM construction traffic shall exclusively use routes designated in the approved Transportation Impact Analysis.
- z. The applicant shall provide liability insurance in an acceptable amount to cover the required STREET construction activities.
- aa. 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.

## EXHIBIT A: PROPOSED AMENDMENT

- bb. Provisions for expiration date on the agreement.
  - cc. 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 WIND FARM 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 WIND FARM 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 access 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 WIND FARM construction and following construction of the WIND FARM.
  - d. The applicant shall reimburse the County Engineer; or Township Highway Commissioner; or municipality where relevant, for all reasonable engineering fees including the costs 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 Allowable Noise Level
- 1. Noise levels from each WIND FARM TOWER or WIND FARM shall be in compliance with the applicable Illinois Pollution Control Board (IPCB) regulations (35 *Illinois Administrative Code* Subtitle H: Noise Parts 900, 901, 910).

**EXHIBIT A: PROPOSED AMENDMENT**

*Items G.2 through G.5 below might go beyond the constraints established by Public Act 102-1123. The Act allows that a project can be required to be compliant with IPCB regulations, but it does not specify that a noise study can be required. Staff is working to verify whether these statements can be included.*

2. The applicant shall submit manufacturer's wind turbine sound power level characteristics and other relevant data regarding wind turbine noise characteristics 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.
4. The applicant shall submit a map of the relevant noise contours for the proposed WIND FARM and indicate the proposed WIND FARM TOWERS and all existing PRINCIPAL BUILDINGS within at least 1,500 feet of any WIND FARM TOWER or within the coverage of the relevant noise contours.
5. If a computer model is used to generate the required noise contours the applicant shall clearly state the assumptions of the model's construction and algorithms so that a competent and objective third party can as simply as possible verify the noise contours and noise data.
6. After construction of the WIND FARM 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:
  - a. The Zoning Administrator may seek authorization from the County Board to hire a noise consultant to determine the noise produced by the WIND FARM in a manner consistent with the Illinois Pollution Control Board (IPCB) regulations (*35 Illinois Administrative Code* Subtitle H: Noise Parts 900, 901, 910).
  - b. The Zoning Administrator may require the WIND FARM owner to cooperate fully with the noise consultant in the enforcement action including shutting down all wind turbines to allow documentation of ambient noise levels.
  - c. In the event that a violation of the IPCB noise regulations is identified the Zoning Administrator may require the WIND FARM owner to take whatever actions are necessary to stop the violation and comply with the noise regulations. The Zoning Administrator may seek direction from the Environment and Land Use Committee regarding the actions necessary to stop the violation.



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- d. Further, in the event that a violation of IPCB noise regulations is identified the WIND FARM owner shall reimburse to the County the cost of the noise consultant.

H. 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 or, if applicable, a copy of the Detailed Action 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.

I. 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 from the State Historic Preservation Officer of the Illinois Department of Natural Resources.

J. Standard Conditions for Fish and Wildlife Impacts

The applicant shall apply for consultation with the United States Fish and Wildlife Service's Information for Planning and Consulting environmental review or a comparable successor tool that is consistent with the "U.S. Fish and Wildlife Service's Land-Based Wind Energy Guidelines." The application shall include a copy of the consultation review from the U.S. Fish and Wildlife Service.

K. Standard Conditions for Shadow Flicker

1. The applicant shall submit the results of a study on potential shadow flicker. The shadow flicker study shall identify the locations of both summer and winter shadow flicker that may be caused by the project with an expected duration of 30 hours or more per year.
2. Shadow flicker that exceeds the above standards shall be mitigated by any means such as landscaping, awnings, or fencing.

***Item L below (formerly Section 6.1.4 P Decommissioning and Site Reclamation Plan) might go beyond the constraints established by Public Act 102-1123. Staff is working to verify whether these statements can be included. In addition, staff is working on verifying whether related Section 6.1.1. can be included.***

L. Standard Condition for Decommissioning Plan and Site Reclamation Plan

1. The applicant shall submit a signed site reclamation plan conforming to the requirements of paragraph 6.1.1 A.

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2. In addition to the purposes listed in subparagraph 6.1.1 A.4. the reclamation agreement shall also include provisions for anticipated repairs for any public STREET used for the purpose of reclamation of the WIND FARM and all costs related to removal of access driveways.
3. The Site Reclamation Plan required in paragraph 6.1.1 A. shall also include the following:
  - a. A stipulation that the applicant shall notify the GOVERNING BODY by certified mail of the commencement of a voluntary or involuntary bankruptcy proceeding, naming the applicant as debtor, within ten days of commencement of the proceeding.
  - b. A stipulation that the applicant shall agree that the sale, assignment in fact or at law, or such other transfer of applicant's financial interest in the WIND FARM shall in no way affect or change applicant's obligation to continue to comply with the terms of this agreement. Any successor or assignee shall assume the terms, covenants and obligations of this Agreement and agrees to assume all reclamation liability and responsibility for the WIND FARM.
  - c. Authorization for the GOVERNING BODY and its authorized representatives for right of entry onto the WIND FARM 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 or its successors in interest are required to enter into a Roadway Use and Repair Agreement with the relevant highway authority.
  - e. A stipulation that the Applicant 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 shall be obliged to perform the work in the site reclamation plan before abandoning the WIND FARM or prior to ceasing production of electricity from the WIND FARM, 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 obligation to perform the reclamation work shall constitute a covenant running with the land.
  - g. The 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

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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 service fees; and the costs of preparing request for proposals and bidding documents required to comply with State law or Champaign County purchasing policies.

- h. The depth of removal of foundation concrete below ground shall be a minimum of 54 inches. The depth of removal of foundation concrete shall be certified in writing by an Illinois Licensed Professional Engineer and the certification shall be submitted to the Zoning Administrator.
- i. The hole resulting from the removal of foundation concrete during decommissioning shall be backfilled as follows:
  - (1) The excavation resulting from the removal of foundation concrete shall only be backfilled with subsoil and topsoil in similar depths and similar types as existed at the time of the original WIND FARM construction except that a lesser quality topsoil or a combination of a lesser quality topsoil and a subsoil that is similar to the native subsoil may be used at depths corresponding to the native subsoil but not less than 12 inches below grade.
  - (2) The native soils excavated at the time of the original WIND FARM construction may be used to backfill the concrete foundation excavations at the time of decommissioning provided that the soils are adequately stored throughout the operating lifetime of the WIND FARM. The methods for storing the excavated native soils during the operating lifetime of the WIND FARM shall be included in the site reclamation plan.
  - (3) If the excavated native soils are not stored for use for backfilling the concrete foundation excavations, a qualified soil scientist or Illinois Licensed Professional Engineer shall certify that the actual soils used to backfill the concrete foundation excavations are of equal or greater quality than the native soils or that, in the case of subsoil, the backfill soil meets the requirements of this paragraph. The certification shall be submitted to the Zoning Administrator.
  - (4) An Illinois Licensed Professional Engineer shall certify in writing that the concrete foundation excavations have been backfilled with soil to such a depth and with a minimum of

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compaction that is consistent with the restoration of productive agricultural use such that the depth of soil is expected to be no less than 54 inches within one year after backfilling.

- j. A stipulation that should the site reclamation plan be deemed invalid by a court of competent jurisdiction the WIND FARM SPECIAL USE Permit shall be deemed void.
  - k. A stipulation that the Applicant's obligation to complete the site reclamation plan and to pay all associated costs shall be independent of the Applicant's obligation to provide financial assurance.
  - l. A stipulation that the liability of the Applicant's failure to complete the site reclamation plan or any breach of the site reclamation plan requirement shall not be capped by the amount of the financial assurance.
  - m. 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 WIND FARM begins to produce electricity, 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.
4. To comply with paragraph 6.1.1A.5., the Applicant shall provide financial assurance in the form of an irrevocable letter of credit and an escrow account as follows:
- a. At the time of SPECIAL USE Permit approval the amount of financial assurance to be provided for the site reclamation plan shall be 210% of the decommissioning costs as determined in the independent engineer's cost estimate to complete the decommissioning work described in Section 6.1.1 A.4.a. and 6.1.1A.4.b and 6.1.1A.4.c.
  - b. Net salvage value may be deducted from decommissioning costs as follows:
    - (1) One of the following standards shall be met:

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- i. The Applicant shall maintain the WIND FARM TOWERS 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 shall deduct from the salvage value credit the amount of any lien or encumbrance on each WIND FARM TOWER; or
  - iii. Any and all financing and/or financial security agreements entered into by the Applicant shall expressly provide that the agreements are subject to the covenant required by Section 6.1.1A.2 that the reclamation work be done.
- (2) The applicant shall provide proof of compliance with paragraph 6.1.5 L.4(b)(1) prior to 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.
  - (3) The Applicant shall provide in the 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.
  - (4) 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 or for simple disposal and other similar costs including but not limited to the decommissioning of the tower, the hub assembly, the bed plate, the nacelle, the turbine, the blades, the tower cabling and internal wiring, the transformers, the foundation, the access roads.
  - (5) 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 judgment as to anticipated changes in salvage prices prior to the next update of estimated net salvage value.
  - (6) The deduction from the estimated decommissioning costs for net estimated salvage value shall be capped at 70% of the total net estimated salvage value even though the total

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actual salvage value shall be available in the event that decommissioning is actually required.

- (7) The credit for net estimated salvage value attributable to any WIND FARM TOWER may not exceed the estimated cost of removal of the above-ground portion of that WIND FARM TOWER 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 shall adjust the amount of the financial assurance to ensure that it reflects current and accurate information as follows:
    - (1) At least once every three years for the first 12 years of the financial assurance and at least once every year thereafter the Applicant 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 shall, upon receipt, provide a copy of the adjusted Professional Engineer's report to the Zoning Administrator.
    - (2) At all times the total combined value of the irrevocable letter of credit and the escrow account shall equal or exceed the amount of the independent engineer's cost estimate as increased by known and documented rates of inflation since the WIND FARM was approved; and an amount for any future years left in the anticipated 25 year life span of the WIND FARM at an assumed minimum rate of inflation of 3% per year.
  - e. The applicant or WIND FARM owner shall gradually pay down the value of the irrevocable letter of credit by placing cash deposits in an escrow account over the first 13 years of the WIND FARM operation as follows:
    - (1) The applicant or WIND FARM owner and the GOVERNING BODY shall agree on a mutually acceptable financial institution at which an escrow account shall be established.
    - (2) The GOVERNING BODY shall be the beneficiary of the escrow account for the purpose of the reclamation of the WIND FARM in the event that the WIND FARM owner is incapable of decommissioning the WIND FARM.

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- (3) The applicant or WIND FARM owner shall grant perfected security in the escrow account by use of a control agreement establishing the County as an owner of record, pursuant to the Secured Transit Article of the Uniform Commercial Code, 810 *ILCS* 9/101 *et seq.*
- (4) The applicant or WIND FARM owner shall make annual deposits to the escrow account over a 12 year period and shall simultaneously provide a replacement irrevocable letter of credit that is reduced accordingly.
- (5) At all times the total combined value of the irrevocable letter of credit and the escrow account shall be increased annually as necessary to reflect actual rates of inflation over the life span of the WIND FARM and the amount shall be equal to or exceed the following:
- i. the amount of the independent engineer's cost estimate as increased by known and documented rates of inflation since the WIND FARM was approved; plus
  - ii. an amount for any future years left in the anticipated life span of the WIND FARM at an assumed minimum rate of inflation of 3% per year.
- (6) Any interest accrued on the escrow account that is over and above the total value required by subparagraph 6.1.5 L.3.(b) (4) shall go to the WIND FARM owner.
- (7) In order to provide funding for decommissioning at the time of decommissioning, the WIND FARM applicant or WIND FARM owner may exchange a new irrevocable letter of credit in an amount equal to the amount in the escrow account in exchange for the GOVERNING BODY agreeing to a release of the full amount of the escrow account.
- f. Should the salvage value of components be adjusted downward or the decommissioning costs adjusted upward pursuant to paragraph 6.1.5 L.4.(d), the amount to be placed in the escrow account pursuant to this paragraph 6.1.5 L.4. shall be increased to reflect the adjustment, as if the adjusted estimate were the initial estimate.
- g. Any financial assurance required per the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.5 M. shall count towards the total

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financial assurance required for compliance with paragraph 6.1.1A.5.

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 WIND FARM TOWER or component thereof ceases to be functional for more than six consecutive months after it starts producing electricity and the Owner is not diligently repairing such WIND FARM TOWER or component.
  - b. In the event that the Owner declares any wind turbine or other component to be functionally obsolete for tax purposes.
  - c. There is a delay in the construction of any WIND FARM TOWER of more than 6 months after construction on that WIND FARM TOWER begins.
  - d. Any WIND FARM TURBINE 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 WIND FARM TURBINE is otherwise derelict for a period of 6 months.
  - f. The WIND FARM is in violation of the terms of the WIND FARM SPECIAL USE permit for a period exceeding ninety (90) days.
  - g. The Applicant 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 site reclamation plan.
  - h. The COUNTY discovers any material misstatement of fact or misleading omission of fact made by the Applicant in the course of the SPECIAL USE Permit zoning case.
  
6. The Zoning Administrator may, but is not required to, deem the WIND FARM abandoned, or the standards set forth in Section 6.1.5 L.5. met, with respect to some, but not all, of the WIND FARM TURBINES in the WIND FARM. In that event the Zoning Administrator may draw upon the financial assurance to perform the reclamation work as to those WIND FARM TURBINES only. Upon completion of that reclamation work, the salvage value and reclamation costs shall be recalculated as to the remaining WIND FARM TURBINES in the WIND FARM.
  
7. The Site Reclamation Plan shall be included as a condition of approval by the BOARD and the signed and executed irrevocable letter of credit and



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evidence of the escrow account must be submitted to the Zoning Administrator prior to any Zoning Use Permit approval.

### M. Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture

1. The Applicant shall enter into an Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.
2. The Applicant shall bear full responsibility for coordinating any special conditions required in the SPECIAL USE Permit in order to ensure compliance with the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.
3. All requirements of the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture shall become requirements of the COUNTY Board SPECIAL USE Permit.
4. Champaign County shall have the right to enforce all requirements of the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.

### N. Application Requirements

1. In addition to all other information required on the SPECIAL USE Permit application and required by Section 9.1.1 A.2. the application shall contain or be accompanied by the following information:
  - a. A WIND FARM Project Summary, including, to the extent available:
    - (1) A general description of the project, including its approximate name plate generating capacity; the potential equipment manufacturer(s), type(s) of wind turbines, number of wind turbines, and name plate generating capacity of each wind turbine; the maximum height of the WIND FARM TOWER(S); and the maximum diameter of the WIND FARM TOWER rotor(s).
    - (2) The specific proposed location of the WIND FARM including all tax parcels on which the WIND FARM will be constructed.
    - (3) The specific proposed location of all tax parcels required to be included in the WIND FARM County Board SPECIAL USE Permit.

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- (4) 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 WIND FARM County Board SPECIAL USE Permit.
  - c. A site plan for the installation of all WIND FARM TOWERS indicating the following:
    - (1) The approximate planned location of each WIND FARM TOWER, other PRINCIPAL STRUCTURES, property lines (including identification of adjoining properties), required separations, public access roads and turnout locations, substation(s), electrical cabling from the WIND FARM TOWER to the Substation(s), ancillary equipment, third party transmission lines, maintenance and management facilities, and layout of all structures within the geographical boundaries of any applicable setback.
    - (2) The separation of all WIND FARM structures from adjacent NON-PARTICIPATING DWELLINGS OR COMMUNITY BUILDINGS or uses shall be shown or dimensioned on the approved site plan for the SPECIAL USE Permit unless the Board authorizes a lesser separation in a special condition of approval or any required and duly authorized waivers of paragraph 6.1.5 C. Authorization of a separation of less than 90% of that indicated on the approved site plan for the SPECIAL USE Permit shall require an updated noise study meeting the requirements of paragraph 6.1.5 G. to be submitted with the Zoning Use Permit application. WIND FARM structures include WIND FARM TOWERS, substations, third party transmission lines, maintenance and management facilities, or other significant structures.
  - d. The Applicant shall include a copy of the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture with the Special Use Permit Application to authorize construction.
  - 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.

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5. Renumber all references to Section **6.1.5 PHOTOVOLTAIC (PV) SOLAR FARM County BOARD SPECIAL USE Permit** to new **Section 6.1.6** and add the following statement to the beginning of new Section 6.1.6:

Prior to <effective date>, a PHOTOVOLTAIC (PV) SOLAR FARM County BOARD SPECIAL USE Permit may only be authorized in the AG-1, Agriculture, Zoning DISTRICT or the AG-2, Agriculture, Zoning DISTRICT subject to the following standard conditions:

6. Add new **Section 6.1.7 PHOTOVOLTAIC (PV) SOLAR FARM SPECIAL USE Permit as follows:**

As of <effective date>, a PHOTOVOLTAIC (PV) SOLAR FARM SPECIAL USE Permit may only be authorized in the AG-1, AG-2, I-1, and I-2 Zoning DISTRICTS subject to the following conditions:

- A. In what follows, PV SOLAR FARM should be understood to include COMMUNITY PV SOLAR FARM unless specified otherwise in the relevant section or paragraph.
- B. Minimum LOT Standards
  - (1) There are no minimum LOT AREA, AVERAGE LOT WIDTH, SETBACK, YARD, or maximum LOT COVERAGE requirements for a PV SOLAR FARM or for LOTS for PV SOLAR FARM substations and/or for PV SOLAR FARM maintenance and management facilities.
  - (2) There is no maximum LOT AREA requirement on BEST PRIME FARMLAND.
- C. Minimum Standard Conditions for Separations for PV SOLAR FARM from adjacent USES and STRUCTURES

The location of each PV SOLAR FARM shall provide the following required separations as measured from the exterior of the above ground portion of the PV SOLAR FARM STRUCTURES and equipment including fencing:

- (1) PV SOLAR FARM fencing shall be set back from the street centerline a minimum of 50 feet.
- (2) For properties participating in the solar farm: No required separation from any existing DWELLING or existing PRINCIPAL BUILDING except as required to ensure that a minimum zoning LOT is provided for the existing DWELLING or PRINCIPAL BUILDING.
- (3) For properties not participating in the solar farm:
  - a. A separation of 50 feet between the nearest edge of any component of the PV SOLAR FARM and the nearest point on the property line of the non-participating property.

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- b. A separation of 150 feet from the nearest edge of any component of the PV SOLAR FARM and the nearest point on the outside wall of an OCCUPIED COMMUNITY BUILDING or NON-PARTICIPATING DWELLING.
  - c. 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.
- D. Standard Conditions for Design and Installation of any PV SOLAR FARM.
- (1) Electrical Components
    - a. Burying power and communication wiring underground shall be minimized consistent with best management practice regarding PV SOLAR FARM construction and minimizing impacts on agricultural drainage tile.
  - (2) Maximum Height. The height limitation established in Section 5.3 shall not apply to a PV SOLAR FARM. The maximum height of all above ground STRUCTURES shall be identified in the application and as approved in the SPECIAL USE Permit.
- E. Standard Conditions to Mitigate Damage to Farmland
- (1) All underground wiring or cabling for the PV SOLAR FARM shall be at a minimum depth as established by the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.7 N.
  - (2) Protection of agricultural drainage tile

Protection of agricultural drainage tile shall comply with the Agriculture Impact Mitigation Agreement with the Illinois Department of Agriculture as required by Section 6.1.7 N.
  - (3) All soil conservation practices (such as terraces, grassed waterways, etc.) that are damaged by PV SOLAR FARM construction and/or decommissioning shall be restored by the applicant to the pre-PV SOLAR FARM construction condition in a manner consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.7 N.
  - (4) Topsoil replacement

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All topsoil shall be placed in a manner consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.7 N.

- (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 PV SOLAR FARM lease.
  - b. All mitigation of soil compaction and rutting shall be consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.7 N.
- (6) Land leveling
  - a. The Applicant shall not be responsible for leveling of disturbed land if exempted by the PV SOLAR FARM lease.
  - b. All land leveling shall be consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.7 N.
- (7) Minimize disturbance to BEST PRIME FARMLAND
  - a. Any PV SOLAR FARM 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 PV SOLAR FARM shall be minimized at all times consistent with good engineering practice.
    - (b) Disturbance to BEST PRIME FARMLAND shall be offset by establishment of a vegetative ground cover within the PV SOLAR FARM that includes the following:
      - i. The vegetative ground cover shall use native plant species as much as possible and shall be based on a site assessment of the site geography and soil conditions.
      - ii. The species selected shall serve a secondary habitat purpose as much as possible.

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- iii. Maintenance of the vegetative ground cover shall use a combination of management approaches to ensure safe, cost-effective, reliable maintenance while minimizing environmental risks.
- iv. The plan to establish and maintain a vegetative ground cover that includes native plant species as much as possible shall be detailed in a landscape plan included in the PV SOLAR FARM SPECIAL USE Permit application. The landscape plan shall include the weed control plan required by Section 6.1.7 L.1.

**F. Standard Conditions for Use of Public Streets**

Any PV SOLAR FARM Applicant proposing to use any County Highway or a township or municipal STREET for the purpose of transporting PV SOLAR FARM or Substation parts and/or equipment for construction, operation, or maintenance of the PV SOLAR FARM or Substation(s), shall identify all such public STREETS and pay the costs of any necessary permits and the costs to repair any damage to the STREETS specifically and uniquely attributable to the PV SOLAR FARM 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 COMMUNITY PV SOLAR FARM for which the relevant highway authority has agreed in writing to waive the requirements of subparagraphs 6.1.7 F.1, 6.1.7 F.2, and 6.1.7 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-PV SOLAR FARM 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 PV SOLAR FARM construction.

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- (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 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. 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.
- 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 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. 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 PV SOLAR FARM construction.
- l. The Applicant shall transport the PV SOLAR FARM loads so as to minimize adverse impact on the local traffic including farm traffic.

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- m. The Applicant 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. The Applicant 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, 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 repairs pursuant to the PV SOLAR FARM 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-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.



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- 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 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 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.
  - 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 PV SOLAR FARM 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 PV SOLAR FARM 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 PV SOLAR FARM construction and following construction of the PV SOLAR FARM.

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- 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 Allowable Noise Level
- (1) Noise levels from any PV SOLAR FARM shall be in compliance with the applicable Illinois Pollution Control Board (IPCB) regulations (*35 Illinois Administrative Code*, Subtitle H: Noise, Parts 900, 901, 910).

***Items G.(2) through G.(3) below might go beyond the constraints established by Public Act 102-1123. The Act allows that a project can be required to be compliant with IPCB regulations, but it does not specify that a noise study can be required. Staff is working to verify whether these statements can be included.***

- (2) The Applicant shall submit manufacturer's sound power level characteristics and other relevant data regarding noise characteristics of proposed PV SOLAR FARM 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 other than a COMMUNITY PV SOLAR FARM 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 PV SOLAR FARM.
    - (b) Computer modeling shall be used to generate the anticipated sound level resulting from the operation of the proposed PV SOLAR FARM within 1,500 feet of the proposed PV SOLAR FARM.
    - (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 PV SOLAR FARM.



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public review. The application shall include a copy of the consultation review by the U.S. Fish and Wildlife Service.

**K. Screening and Fencing****(1) Perimeter fencing**

- a. PV SOLAR FARM equipment and structures shall be fully enclosed and secured by a fence with a minimum height of 6 feet.
- b. 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.

**(2) Screening**

- a. A visual screen shall be provided around the perimeter of the PV SOLAR FARM as follows:
  - (a) The visual screen shall be provided for any part of the PV SOLAR FARM 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 PV SOLAR FARM 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 PV SOLAR FARM from view from adjacent

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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 PV SOLAR FARM. If the evergreen foliage below a height of 7 feet disappears over time, the screening shall be replaced.
- 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 flowing plants may be used as a visual screen buffer for any PV module installation that is no more than 8 feet tall 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 PV SOLAR FARM 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 PV SOLAR FARM SPECIAL USE Permit application.

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## L. Operational Standard Conditions

## (1) Vegetation management

- a. The PV SOLAR FARM 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.

***Item M below (formerly Section 6.1.5 Q Decommissioning and Site Reclamation Plan) might go beyond the constraints established by Public Act 102-1123. Staff is working to verify whether these statements can be included. In addition, staff is working on verifying whether related Section 6.1.1. can be included.***

## M. 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 PV SOLAR FARM and all costs related to removal of access driveways.
- (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 PV SOLAR FARM 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 PV SOLAR FARM.

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- c. Authorization for the GOVERNING BODY and its authorized representatives for right of entry onto the PV SOLAR FARM 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 PV SOLAR FARM or prior to ceasing production of electricity from the PV SOLAR FARM, 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 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. The depth of removal of foundation concrete below ground shall be a minimum of 54 inches. The depth of removal of foundation concrete shall be certified in writing by an Illinois Licensed Professional Engineer and the certification shall be submitted to the Zoning Administrator.
- i. Underground electrical cables of a depth of 5 feet or greater may be left in place.

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- j. The hole resulting from the removal of foundation concrete during decommissioning shall be backfilled as follows:
- (a) The excavation resulting from the removal of foundation concrete shall only be backfilled with subsoil and topsoil in similar depths and similar types as existed at the time of the original PV SOLAR FARM construction except that a lesser quality topsoil or a combination of a lesser quality topsoil and a subsoil that is similar to the native subsoil may be used at depths corresponding to the native subsoil but not less than 12 inches below grade.
  - (b) The native soils excavated at the time of the original PV SOLAR FARM construction may be used to backfill the concrete foundation excavations at the time of decommissioning provided that the soils are adequately stored throughout the operating lifetime of the PV SOLAR FARM. The methods for storing the excavated native soils during the operating lifetime of the PV SOLAR FARM shall be included in the decommissioning and site reclamation plan.
  - (c) If the excavated native soils are not stored for use for backfilling the concrete foundation excavations, a qualified soil scientist of Illinois Licensed Professional Engineer shall certify that the actual soils used to backfill the concrete foundation excavations are of equal or greater quality than the native soils or that, in the case of subsoil, the backfill soil meets the requirements of this paragraph. The certification shall be submitted to the Zoning Administrator.
  - (d) An Illinois Licensed Professional Engineer shall certify in writing that the concrete foundation excavations have been backfilled with soil to such a depth and with a minimum of compaction that is consistent with the restoration of productive agricultural use such that the depth of soil is expected to be no less than 54 inches within one year after backfilling.
- k. A stipulation that should the decommissioning and site reclamation plan be deemed invalid by a court of competent jurisdiction the PV SOLAR FARM SPECIAL USE Permit shall be deemed void.
- l. A stipulation that the Applicant's obligation to complete the decommissioning and site reclamation plan and to pay all



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associated costs shall be independent of the Applicant's obligation to provide financial assurance.

- m. 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.
  - n. 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 PV SOLAR FARM begins to produce electricity, 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.
- (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 PV SOLAR FARM modules have an unlimited warranty of at least 10 years and also have 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 PV SOLAR FARM shall be authorized by the Zoning Administrator until the PV SOLAR FARM owner shall provide the COUNTY with financial assurance to cover 12.5% 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.

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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 PV SOLAR FARM Owner shall provide the COUNTY with Financial Assurance to cover 62.5% 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 PV SOLAR FARM Owner shall provide the COUNTY with Financial Assurance to cover 125% 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. 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 PV SOLAR FARM 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 PV SOLAR FARM; 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.

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- (b) The Applicant, its successors in interest, and all parties to the decommissioning and site reclamation plan shall provide proof of compliance with paragraph 6.1.7 M.4.b.(1). 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 or for simple disposal and other similar costs including but not limited to the decommissioning of the PV SOLAR FARM 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 deduction from the estimated decommissioning costs for net estimated salvage value shall be capped at 70% of the total net estimated salvage value even though the total actual salvage value shall be available in the event that decommissioning is actually required.
- (g) The total financial assurance after deduction of the net estimated salvage value shall not be less than \$1,000 per acre.
- (h) The credit for net estimated salvage value attributable to any PV SOLAR FARM may not exceed the estimated cost of removal of the above-ground portion of that PV SOLAR FARM on the subject site.

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- 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) At least once every three years for the first 12 years of the financial assurance and at least once every two years thereafter or, if the PV SOLAR FARM modules have an unlimited warranty of a least 10 years and also have 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, then at least once every five years for the first 25 years of the financial assurance and at least once every two 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 PV SOLAR FARM 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.

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- (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. At all times the value of the irrevocable letter of credit shall be increased annually as necessary to reflect actual rates of inflation over the life span of the PV SOLAR FARM and the amount shall be equal to or exceed 125% of the amount of the independent engineer’s cost estimate as increased by known and documented rates of inflation since the PV SOLAR FARM was approved.
  - g. Should the salvage value of components be adjusted downward or the decommissioning costs adjusted upward pursuant to paragraph 6.1.7 M.4.d., the amount of the irrevocable letter of credit pursuant to this paragraph 6.1.7 M.4. shall be increased to reflect the adjustment, as if the adjusted estimate were the initial estimate.
  - h. Any financial assurance required per the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.7 N. shall count towards the total financial assurance required for compliance with paragraph 6.1.1A.5.
  - i. 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 PV SOLAR FARM or component thereof ceases to be functional for more than six consecutive months after it starts producing electricity and the Owner is not diligently repairing such PV SOLAR FARM or component.

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- b. In the event that the Owner declares the PV SOLAR FARM or any PV SOLAR FARM component to be functionally obsolete for tax purposes.
  - c. There is a delay in the construction of any PV SOLAR FARM of more than 6 months after construction on that PV SOLAR FARM begins.
  - d. Any PV SOLAR FARM 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 PV SOLAR FARM or component thereof that is otherwise derelict for a period of 6 months.
  - f. The PV SOLAR FARM is in violation of the terms of the PV SOLAR FARM 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.
- (6) The Zoning Administrator may, but is not required to, deem the PV SOLAR FARM abandoned, or the standards set forth in Section 6.1.7 M.5. met, with respect to some, but not all, of the PV SOLAR FARM. In that event, the Zoning Administrator may draw upon the financial assurance to perform the reclamation work as to that portion of the PV SOLAR FARM only. Upon completion of that reclamation work, the salvage value and reclamation costs shall be recalculated as to the remaining PV SOLAR FARM.
- (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.
- N. Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.

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- (1) The Applicant shall enter into an Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.
  - (2) The Applicant shall bear full responsibility for coordinating any special conditions required in the SPECIAL USE Permit in order to ensure compliance with the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.
  - (3) All requirements of the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture shall become requirements of the SPECIAL USE Permit.
  - (4) Champaign County shall have the right to enforce all requirements of the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.
- O. Application Requirements
- (1) In addition to all other information required on the SPECIAL USE Permit application and required by Section 9.1.11 A.2., the application shall contain or be accompanied by the following information:
    - a. A PV SOLAR FARM Project Summary, including, to the extent available:
      - (a) A general description of the project, including its approximate DC and AC generating capacity; the maximum number and type of solar devices, and the potential equipment manufacturer(s).
      - (b) The specific proposed location of the PV SOLAR FARM including all tax parcels on which the PV SOLAR FARM will be constructed.
      - (c) The specific proposed location of all tax parcels required to be included in the PV SOLAR FARM COUNTY Board SPECIAL USE Permit.
      - (d) 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 PV SOLAR FARM SPECIAL USE Permit.
    - c. A site plan for the PV SOLAR FARM indicating the following:

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- (a) The approximate planned location of all PV SOLAR FARM STRUCTURES, property lines (including identification of adjoining properties), required separations, public access roads and turnout locations, access driveways, solar devices, electrical inverter(s), electrical transformer(s), cabling, switching station, electrical cabling from the PV SOLAR FARM to the Substation(s), ancillary equipment, screening and fencing, third party transmission lines, meteorological station, 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 PV SOLAR FARM 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 PV SOLAR FARM 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 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 and/or glare that were approved in the PV SOLAR FARM SPECIAL USE Permit. PV SOLAR FARM structures include substations, third party transmission lines, maintenance and management facilities, or other significant structures.
- d. 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.
  - (3) The Applicant shall include a copy of the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture with the Special Use Permit Application.



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## Section 5-12020 as follows:

(55 ILCS 5/5-12020)

Sec. 5-12020. Commercial Wind farms, electric-generating wind devices, and commercial wind energy facilities and commercial solar energy facilities.

(a) As used in this Section:

"Commercial solar energy facility" means a "commercial solar energy system" as defined in Section 10-720 of the Property Tax Code. "Commercial solar energy facility" does not mean a utility-scale solar energy facility being constructed at a site that was eligible to participate in a procurement event conducted by the Illinois Power Agency pursuant to subsection (c-5) of Section 1-75 of the Illinois Power Agency Act.

"Commercial wind energy facility" means a wind energy conversion facility of equal or greater than 500 kilowatts in total nameplate generating capacity. "Commercial wind energy facility" includes a wind energy conversion facility seeking an extension of a permit to construct granted by a county or municipality before the effective date of this amendatory Act of the 102nd General Assembly.

"Facility owner" means (i) a person with a direct ownership interest in a commercial wind energy facility or a commercial solar energy facility, or both, regardless of whether the person is involved in acquiring the necessary

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rights, permits, and approvals or otherwise planning for the construction and operation of the facility, and (ii) at the time the facility is being developed, a person who is acting as a developer of the facility by acquiring the necessary rights, permits, and approvals or by planning for the construction and operation of the facility, regardless of whether the person will own or operate the facility.

"Nonparticipating property" means real property that is not a participating property.

"Nonparticipating residence" means a residence that is located on nonparticipating property and that is existing and occupied on the date that an application for a permit to develop the commercial wind energy facility or the commercial solar energy facility is filed with the county.

"Occupied community building" means any one or more of the following buildings that is existing and occupied on the date that the application for a permit to develop the commercial wind energy facility or the commercial solar energy facility is filed with the county: a school, place of worship, day care facility, public library, or community center.

"Participating property" means real property that is the subject of a written agreement between a facility owner and the owner of the real property that provides the facility owner an easement, option, lease, or license to use the real property for the purpose of constructing a commercial wind energy facility, a commercial solar energy facility, or

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supporting facilities. "Participating property" also includes real property that is owned by a facility owner for the purpose of constructing a commercial wind energy facility, a commercial solar energy facility, or supporting facilities.

"Participating residence" means a residence that is located on participating property and that is existing and occupied on the date that an application for a permit to develop the commercial wind energy facility or the commercial solar energy facility is filed with the county.

"Protected lands" means real property that is:

(1) subject to a permanent conservation right consistent with the Real Property Conservation Rights Act;

or

(2) registered or designated as a nature preserve, buffer, or land and water reserve under the Illinois Natural Areas Preservation Act.

"Supporting facilities" means the transmission lines, substations, access roads, meteorological towers, storage containers, and equipment associated with the generation and storage of electricity by the commercial wind energy facility or commercial solar energy facility.

"Wind tower" includes the wind turbine tower, nacelle, and blades.

(b) Notwithstanding any other provision of law or whether the county has formed a zoning commission and adopted formal zoning under Section 5-12007, a county may establish standards

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for commercial wind energy facilities, commercial solar energy facilities, or both ~~wind farms and electric generating wind devices~~. The standards may include all of the requirements specified in this Section but may not include requirements for commercial wind energy facilities or commercial solar energy facilities that are more restrictive than specified in this Section, ~~without limitation, the height of the devices and the number of devices that may be located within a geographic area.~~ A county may also regulate the siting of commercial wind energy facilities with standards that are not more restrictive than the requirements specified in this Section ~~wind farms and electric generating wind devices~~ in unincorporated areas of the county that are outside of the zoning jurisdiction of a municipality and that are outside the 1.5-mile radius surrounding the zoning jurisdiction of a municipality.

(c) If a county has elected to establish standards under subsection (b), before the county grants siting approval or a special use permit for a commercial wind energy facility or a commercial solar energy facility, or modification of an approved siting or special use permit, the county board of the county in which the facility is to be sited or the zoning board of appeals for the county shall hold ~~There shall be~~ at least one public hearing. The public hearing shall be conducted in accordance with the Open Meetings Act and shall be held not more than 45 days after the filing of the application for the facility. The county shall allow interested parties to a

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special use permit an opportunity to present evidence and to cross-examine witnesses at the hearing, but the county may impose reasonable restrictions on the public hearing, including reasonable time limitations on the presentation of evidence and the cross-examination of witnesses. The county shall also allow public comment at the public hearing in accordance with the Open Meetings Act. The county shall make its siting and permitting decisions not more than 30 days after the conclusion of the public hearing ~~prior to a siting decision by the county board.~~ Notice of the hearing shall be published in a newspaper of general circulation in the county. A ~~commercial wind energy facility owner, as defined in the Renewable Energy Facilities Agricultural Impact Mitigation Act,~~ must enter into an agricultural impact mitigation agreement with the Department of Agriculture prior to the date of the required public hearing. A commercial wind energy facility owner seeking an extension of a permit granted by a county prior to July 24, 2015 (the effective date of Public Act 99-132) must enter into an agricultural impact mitigation agreement with the Department of Agriculture prior to a decision by the county to grant the permit extension. Counties may allow test wind towers or test solar energy systems to be sited without formal approval by the county board. ~~Any provision of a county zoning ordinance pertaining to wind farms that is in effect before August 16, 2007 (the effective date of Public Act 95-203) may continue in effect~~

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~~notwithstanding any requirements of this Section.~~

(d) A county with an existing zoning ordinance in conflict with this Section shall amend that zoning ordinance to be in compliance with this Section within 120 days after the effective date of this amendatory Act of the 102nd General Assembly.

(e) A county may ~~not~~ require:

(1) a wind tower of a commercial wind energy facility to be sited as follows, with setback distances measured from the center of the base of the wind tower: ~~or other renewable energy system that is used exclusively by an end user to be setback more than 1.1 times the height of the renewable energy system from the end user's property line.~~

Setback Description

Setback Distance

Occupied Community

2.1 times the maximum blade tip

Buildings

height of the wind tower to the nearest point on the outside wall of the structure

Participating Residences

1.1 times the maximum blade tip height of the wind tower to the nearest point on the outside wall of the structure

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Nonparticipating Residences      2.1 times the maximum blade tip height of the wind tower to the nearest point on the outside wall of the structure

Boundary Lines of Participating Property      None

Boundary Lines of Nonparticipating Property      1.1 times the maximum blade tip height of the wind tower to the nearest point on the property line of the nonparticipating property

Public Road Rights-of-Way      1.1 times the maximum blade tip height of the wind tower to the center point of the public road right-of-way

Overhead Communication and Electric Transmission and Distribution Facilities (Not Including Overhead way      1.1 times the maximum blade tip height of the wind tower to the nearest edge of the property line, easement, or right of

Utility Service Lines to Individual Houses or      containing the overhead line

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Outbuildings)

Overhead Utility Service                      None

Lines to Individual

Houses or Outbuildings

<u>Fish and Wildlife Areas</u>	<u>2.1 times the maximum blade</u>
<u>and Illinois Nature</u>	<u>tip height of the wind tower</u>
<u>Preserve Commission</u>	<u>to the nearest point on the</u>
<u>Protected Lands</u>	<u>property line of the fish and</u>
	<u>wildlife area or protected</u>
	<u>land</u>

This Section does not exempt or excuse compliance with electric facility clearances approved or required by the National Electrical Code, The National Electrical Safety Code, Illinois Commerce Commission, Federal Energy Regulatory Commission, and their designees or successors.

(2) a wind tower of a commercial wind energy facility to be sited so that industry standard computer modeling indicates that any occupied community building or nonparticipating residence will not experience more than 30 hours per year of shadow flicker under planned operating conditions;

(3) a commercial solar energy facility to be sited as follows, with setback distances measured from the nearest



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edge of any component of the facility:

<u>Setback Description</u>	<u>Setback Distance</u>
<u>Occupied Community Buildings and Dwellings on Nonparticipating Properties</u>	<u>150 feet from the nearest point on the outside wall of the structure</u>
<u>Boundary Lines of Participating Property</u>	<u>None</u>
<u>Public Road Rights-of-Way</u>	<u>50 feet from the nearest edge</u>
<u>Boundary Lines of Nonparticipating Property</u>	<u>50 feet to the nearest point on the property line of the nonparticipating property</u>

(4) a commercial solar energy facility to be sited so that the facility's perimeter is enclosed by fencing having a height of at least 6 feet and no more than 25 feet; and

(5) a commercial solar energy facility to be sited so that no component of a solar panel has a height of more than 20 feet above ground when the solar energy facility's

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arrays are at full tilt.

The requirements set forth in this subsection (e) may be waived subject to the written consent of the owner of each affected nonparticipating property.

(f) A county may not set a sound limitation for wind towers in commercial wind energy facilities or any components in commercial solar energy facility that is more restrictive than the sound limitations established by the Illinois Pollution Control Board under 35 Ill. Adm. Code Parts 900, 901, and 910.

(g) A county may not place any restriction on the installation or use of a commercial wind energy facility or a commercial solar energy facility unless it adopts an ordinance that complies with this Section. A county may not establish siting standards for supporting facilities that preclude development of commercial wind energy facilities or commercial solar energy facilities.

A request for siting approval or a special use permit for a commercial wind energy facility or a commercial solar energy facility, or modification of an approved siting or special use permit, shall be approved if the request is in compliance with the standards and conditions imposed in this Act, the zoning ordinance adopted consistent with this Code, and the conditions imposed under State and federal statutes and regulations.

(h) A county may not adopt zoning regulations that disallow, permanently or temporarily, commercial wind energy

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facilities or commercial solar energy facilities from being developed or operated in any district zoned to allow agricultural or industrial uses.

(i) A county may not require permit application fees for a commercial wind energy facility or commercial solar energy facility that are unreasonable. All application fees imposed by the county shall be consistent with fees for projects in the county with similar capital value and cost.

(j) Except as otherwise provided in this Section, a county shall not require standards for construction, decommissioning, or deconstruction of a commercial wind energy facility or commercial solar energy facility or related financial assurances that are more restrictive than those included in the Department of Agriculture's standard wind farm agricultural impact mitigation agreement, template 81818, or standard solar agricultural impact mitigation agreement, version 8.19.19, as applicable and in effect on December 31, 2022. The amount of any decommissioning payment shall be limited to the cost identified in the decommissioning or deconstruction plan, as required by those agricultural impact mitigation agreements, minus the salvage value of the project.

(k) A county may not condition approval of a commercial wind energy facility or commercial solar energy facility on a property value guarantee and may not require a facility owner to pay into a neighboring property devaluation escrow account.

(l) A county may require certain vegetative screening

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surrounding a commercial wind energy facility or commercial solar energy facility but may not require earthen berms or similar structures.

(m) A county may set blade tip height limitations for wind towers in commercial wind energy facilities but may not set a blade tip height limitation that is more restrictive than the height allowed under a Determination of No Hazard to Air Navigation by the Federal Aviation Administration under 14 CFR Part 77.

(n) A county may require that a commercial wind energy facility owner or commercial solar energy facility owner provide:

(1) the results and recommendations from consultation with the Illinois Department of Natural Resources that are obtained through the Ecological Compliance Assessment Tool (EcoCAT) or a comparable successor tool; and

(2) the results of the United States Fish and Wildlife Service's Information for Planning and Consulting environmental review or a comparable successor tool that is consistent with (i) the "U.S. Fish and Wildlife Service's Land-Based Wind Energy Guidelines" and (ii) any applicable United States Fish and Wildlife Service solar wildlife guidelines that have been subject to public review.

~~Only a county may establish standards for wind farms, electric generating wind devices, and commercial wind energy~~

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~~facilities, as that term is defined in Section 10 of the Renewable Energy Facilities Agricultural Impact Mitigation Act, in unincorporated areas of the county outside of the zoning jurisdiction of a municipality and outside the 1.5 mile radius surrounding the zoning jurisdiction of a municipality.~~

(o) A county may require a commercial wind energy facility or commercial solar energy facility to adhere to the recommendations provided by the Illinois Department of Natural Resources in an EcoCAT natural resource review report under 17 Ill. Admin. Code Part 1075.

(p) A county may require a facility owner to:

(1) demonstrate avoidance of protected lands as identified by the Illinois Department of Natural Resources and the Illinois Nature Preserve Commission; or

(2) consider the recommendations of the Illinois Department of Natural Resources for setbacks from protected lands, including areas identified by the Illinois Nature Preserve Commission.

(q) A county may require that a facility owner provide evidence of consultation with the Illinois State Historic Preservation Office to assess potential impacts on State-registered historic sites under the Illinois State Agency Historic Resources Preservation Act.

(r) To maximize community benefits, including, but not limited to, reduced stormwater runoff, flooding, and erosion at the ground mounted solar energy system, improved soil

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health, and increased foraging habitat for game birds, songbirds, and pollinators, a county may (1) require a commercial solar energy facility owner to plant, establish, and maintain for the life of the facility vegetative ground cover, consistent with the goals of the Pollinator-Friendly Solar Site Act and (2) require the submittal of a vegetation management plan in the application to construct and operate a commercial solar energy facility in the county.

No later than 90 days after the effective date of this amendatory Act of the 102nd General Assembly, the Illinois Department of Natural Resources shall develop guidelines for vegetation management plans that may be required under this subsection for commercial solar energy facilities. The guidelines must include guidance for short-term and long-term property management practices that provide and maintain native and non-invasive naturalized perennial vegetation to protect the health and well-being of pollinators.

(s) If a facility owner enters into a road use agreement with the Illinois Department of Transportation, a road district, or other unit of local government relating to a commercial wind energy facility or a commercial solar energy facility, the road use agreement shall require the facility owner to be responsible for (i) the reasonable cost of improving roads used by the facility owner to construct the commercial wind energy facility or the commercial solar energy facility and (ii) the reasonable cost of repairing roads used

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by the facility owner during construction of the commercial wind energy facility or the commercial solar energy facility so that those roads are in a condition that is safe for the driving public after the completion of the facility's construction. Roadways improved in preparation for and during the construction of the commercial wind energy facility or commercial solar energy facility shall be repaired and restored to the improved condition at the reasonable cost of the developer if the roadways have degraded or were damaged as a result of construction-related activities.

The road use agreement shall not require the facility owner to pay costs, fees, or charges for road work that is not specifically and uniquely attributable to the construction of the commercial wind energy facility or the commercial solar energy facility. Road-related fees, permit fees, or other charges imposed by the Illinois Department of Transportation, a road district, or other unit of local government under a road use agreement with the facility owner shall be reasonably related to the cost of administration of the road use agreement.

(t) Notwithstanding any other provision of law, a facility owner with siting approval from a county to construct a commercial wind energy facility or a commercial solar energy facility is authorized to cross or impact a drainage system, including, but not limited to, drainage tiles, open drainage districts, culverts, and water gathering vaults, owned or

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under the control of a drainage district under the Illinois Drainage Code without obtaining prior agreement or approval from the drainage district, except that the facility owner shall repair or pay for the repair of all damage to the drainage system caused by the construction of the commercial wind energy facility or the commercial solar energy facility within a reasonable time after construction of the commercial wind energy facility or the commercial solar energy facility is complete.

(u) The amendments to this Section adopted in this amendatory Act of the 102nd General Assembly do not apply to (1) an application for siting approval or for a special use permit for a commercial wind energy facility or commercial solar energy facility if the application was submitted to a unit of local government before the effective date of this amendatory Act of the 102nd General Assembly or (2) a commercial wind energy facility or a commercial solar energy facility if the facility owner has submitted an agricultural impact mitigation agreement to the Department of Agriculture before the effective date of this amendatory Act of the 102nd General Assembly.

(Source: P.A. 100-598, eff. 6-29-18; 101-4, eff. 4-19-19.)

Section 35. The Public Utilities Act is amended by changing Section 8-402.2 as follows:



**SECTION 6.1.1 A. ORDINANCE COMPARISON**

Revised text since 3/9/23 ELUC meeting

Prior to Public Act 102-1123	After Public Act 102-1123
<p><b>6.1.1 Standard Conditions that May Apply to Specific SPECIAL USES</b></p> <p>A. Decommissioning and Site Reclamation Plan for NON-ADAPTABLE STRUCTURES</p> <ol style="list-style-type: none"> <li>1. In the course of BOARD review of a SPECIAL USE request, the BOARD may find that a proposed STRUCTURE is a NON-ADAPTABLE STRUCTURE. Any WIND FARM and any PV SOLAR FARM shall be a NON-ADAPTABLE STRUCTURE. The Applicant for the SPECIAL USE request for a NON-ADAPTABLE STRUCTURE shall submit a decommissioning and site reclamation plan to the BOARD for the subject site.</li> <li>2. The decommissioning and site reclamation plan shall be binding upon all successors of title, lessees, to any operator and/or owner of a NON-ADAPTABLE STRUCTURE, and to all parties to the decommissioning and site reclamation plan. Prior to the issuance of a SPECIAL USE Permit for such NON-ADAPTABLE STRUCTURES, the landowner or applicant shall also record a covenant incorporating the provisions of the decommissioning and site reclamation plan on the deed subject to the LOT, requiring that the reclamation work be performed and that a letter of credit be provided for financial assurance.</li> <li>3. Separate cost estimates for Section 6.1.1A.4.a., 6.1.1A.4.b., and 6.1.1A.4.c. shall be provided by an Illinois Licensed Professional Engineer. <ol style="list-style-type: none"> <li>a. Cost estimates provided shall be subject to approval of the BOARD.</li> </ol> </li> </ol>	<p>A. Decommissioning and Site Reclamation Plan for NON-ADAPTABLE STRUCTURES</p> <ol style="list-style-type: none"> <li>1. In the course of BOARD review of a SPECIAL USE request, the BOARD may find that a proposed STRUCTURE is a NON-ADAPTABLE STRUCTURE. Any WIND FARM and any PV SOLAR FARM shall be a NON-ADAPTABLE STRUCTURE. The Applicant for the SPECIAL USE request for a NON-ADAPTABLE STRUCTURE shall submit a decommissioning and site reclamation plan to the BOARD for the subject site.</li> <li>2. The decommissioning and site reclamation plan shall be binding upon all successors of title, lessees, to any operator and/or owner of a NON-ADAPTABLE STRUCTURE, and to all parties to the decommissioning and site reclamation plan. Prior to the issuance of a SPECIAL USE Permit for such NON-ADAPTABLE STRUCTURES, the landowner or applicant shall also record a covenant incorporating the provisions of the decommissioning and site reclamation plan on the deed subject to the LOT, requiring that the reclamation work be performed and that a letter of credit be provided for financial assurance.</li> <li>3. Separate cost estimates for Section 6.1.1A.4.a., 6.1.1A.4.b., and 6.1.1A.4.c. shall be provided by an Illinois Licensed Professional Engineer. <ol style="list-style-type: none"> <li>a. Cost estimates provided shall be subject to approval of the BOARD.</li> </ol> </li> </ol>

## SECTION 6.1.1 A. ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>Section 6.1.1 A.3. (continued)</b></p> <p style="padding-left: 40px;">b. Except as provided in Section 6.1.4P., and Section 6.1.5Q., the salvage value of the components of the NON-ADAPTABLE STRUCTURE shall not be credited to the cost estimates.</p> <p>4. The decommissioning and site reclamation plan shall provide for:</p> <p style="padding-left: 20px;">a. removal of above-ground portion of any STRUCTURE on the subject site; site grading; and, interim soil erosion control;</p> <p style="padding-left: 20px;">b. below-ground restoration, including final grading and surface treatment;</p> <p style="padding-left: 20px;">c. any environmental remediation required by State or Federal law;</p> <p style="padding-left: 20px;">d. provision and maintenance of a letter of credit, as set forth in Section 6.1.1A.5.</p> <p>5. No Zoning Use permit for such SPECIAL USE will be issued until the applicant provides the COUNTY with an irrevocable letter of credit to be drawn upon a federally insured financial institution within 200 miles of Urbana, Illinois, or reasonable anticipated travel costs shall be added to the amount of the letter of credit.</p> <p style="padding-left: 20px;">a. Unless specified elsewhere in this Ordinance, the irrevocable letter of credit shall be in the amount of one hundred fifty percent (150%) of an independent engineer's cost estimate to complete the work described in Section 6.1.1A.4.a., Section 6.1.1A.4.b., and Section 6.1.1A.4.c.</p>	<p style="padding-left: 40px;">b. Except as provided in Section 6.1.4P., and Section 6.1.5Q., the salvage value of the components of the NON-ADAPTABLE STRUCTURE shall not be credited to the cost estimates.</p> <p>4. The decommissioning and site reclamation plan shall provide for:</p> <p style="padding-left: 20px;">a. removal of above-ground portion of any STRUCTURE on the subject site; site grading; and, interim soil erosion control;</p> <p style="padding-left: 20px;">b. below-ground restoration, including final grading and surface treatment;</p> <p style="padding-left: 20px;">c. any environmental remediation required by State or Federal law;</p> <p style="padding-left: 20px;">d. provision and maintenance of a letter of credit, as set forth in Section 6.1.1A.5.</p> <p>5. No Zoning Use permit for such SPECIAL USE will be issued until the applicant provides the COUNTY with an irrevocable letter of credit to be drawn upon a federally insured financial institution within 200 miles of Urbana, Illinois, or reasonable anticipated travel costs shall be added to the amount of the letter of credit.</p> <p style="padding-left: 20px;">a. Unless specified elsewhere in this Ordinance, the irrevocable letter of credit shall be in the amount of one hundred fifty percent (150%) of an independent engineer's cost estimate to complete the work described in Section 6.1.1A.4.a., Section 6.1.1A.4.b., and Section 6.1.1A.4.c. <span style="background-color: yellow;">This requirement shall not apply</span></p>
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**SECTION 6.1.1 A. ORDINANCE COMPARISON**

Revised text since 3/9/23 ELUC meeting

<p><b>Section 6.1.1 A.5. (continued)</b></p> <p>b. The provisions of this subparagraph notwithstanding, a different amount may be required as a special condition.</p> <p>c. The letter of credit, or a successor letter of credit pursuant to Section 6.1.1A.6. or 6.1.1A.14., shall remain in effect and shall be made available to the COUNTY for a term specified as a standard condition elsewhere in this Ordinance, an indefinite term, or for a different term that may be required as a special condition.</p> <p>6. One hundred eighty (180) days prior to the expiration date of an irrevocable letter of credit submitted pursuant to this Section, the Zoning Administrator shall notify the landowner or applicant in writing and request information about the landowner or applicant’s intent to renew the letter of credit or remove the NON-ADAPTABLE STRUCTURE. The landowner or applicant shall have thirty (30) days to respond in writing to this request. If the landowner or applicant’s intention is to remove the NON-ADAPTABLE STRUCTURE, the landowner or applicant will have a total of ninety (90) days from the date of response to remove it in accordance with Section 6.1.1A.4.a. At the end of ninety (90) days, the Zoning Administrator shall have a period of sixty (60) days to either:</p>	<p>to any WIND FARM or SOLAR FARM approved after {effective date}.</p> <p>b. The provisions of this subparagraph notwithstanding, a different amount may be required as a special condition. <b>This requirement shall not apply to any WIND FARM or SOLAR FARM approved after {effective date}.</b></p> <p>c. The letter of credit, or a successor letter of credit pursuant to Section 6.1.1A.6. or 6.1.1A.14., shall remain in effect and shall be made available to the COUNTY for a term specified as a standard condition elsewhere in this Ordinance, an indefinite term, or for a different term that may be required as a special condition.</p> <p>6. One hundred eighty (180) days prior to the expiration date of an irrevocable letter of credit submitted pursuant to this Section, the Zoning Administrator shall notify the landowner or applicant in writing and request information about the landowner or applicant’s intent to renew the letter of credit or remove the NON-ADAPTABLE STRUCTURE. The landowner or applicant shall have thirty (30) days to respond in writing to this request. If the landowner or applicant’s intention is to remove the NON-ADAPTABLE STRUCTURE, the landowner or applicant will have a total of ninety (90) days from the date of response to remove it in accordance with Section 6.1.1A.4.a. At the end of ninety (90) days, the Zoning Administrator shall have a period of sixty (60) days to either:</p>
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**SECTION 6.1.1 A. ORDINANCE COMPARISON**

Revised text since 3/9/23 ELUC meeting

<p><b>Section 6.1.1 A.6. (continued)</b></p> <ul style="list-style-type: none"> <li>a. confirm that the bank has renewed the letter of credit; or</li> <li>b. inspect the subject property for compliance with Section 6.1.1A.4.a.;</li> <li>c. draw on the letter of credit and commence the bid process to have a contractor remove the NON-ADAPTABLE STRUCTURE pursuant to Section 6.1.1A.4.a.</li> </ul> <p>7. The Zoning Administrator may find a NON-ADAPTABLE STRUCTURE abandoned in place. Factors to be considered in making this finding include, but are not limited to:</p> <ul style="list-style-type: none"> <li>a. the nature and frequency of use as set forth in the application for SPECIAL USE;</li> <li>b. the current nature and frequency of use:</li> <li>c. whether the NON-ADAPTABLE STRUCTURE has become a public nuisance, or otherwise poses a risk of harm to the public health or safety;</li> <li>d. whether the NON-ADAPTABLE STRUCTURE has been maintained in a manner which allows it to be used for its intended purpose, with no greater effects on surrounding properties and the public as a whole than was originally intended.</li> <li>e. A court of law, an arbitrator, mediator, or any State or Federal agency charged with enforcing State or Federal law has made a</li> </ul>	<ul style="list-style-type: none"> <li>a. confirm that the bank has renewed the letter of credit; or</li> <li>b. inspect the subject property for compliance with Section 6.1.1A.4.a.;</li> <li>c. draw on the letter of credit and commence the bid process to have a contractor remove the NON-ADAPTABLE STRUCTURE pursuant to Section 6.1.1A.4.a.</li> </ul> <p>7. The Zoning Administrator may find a NON-ADAPTABLE STRUCTURE abandoned in place. Factors to be considered in making this finding include, but are not limited to:</p> <ul style="list-style-type: none"> <li>a. the nature and frequency of use as set forth in the application for SPECIAL USE;</li> <li>b. the current nature and frequency of use:</li> <li>c. whether the NON-ADAPTABLE STRUCTURE has become a public nuisance, or otherwise poses a risk of harm to the public health or safety;</li> <li>d. whether the NON-ADAPTABLE STRUCTURE has been maintained in a manner which allows it to be used for its intended purpose, with no greater effects on surrounding properties and the public as a whole than was originally intended.</li> <li>e. A court of law, an arbitrator, mediator, or any State or Federal agency charged with enforcing State or Federal law has made a</li> </ul>
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**SECTION 6.1.1 A. ORDINANCE COMPARISON**

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**Section 6.1.1 A.7. (continued)**

finding that either said NON-ADAPTABLE STRUCTURE or the structures supporting said NON-ADAPTABLE STRUCTURE and/or any related site grading and soil erosion controls or lack of same, constitutes a public nuisance or otherwise violates State or Federal law, or any State or Federal agency charged with enforcing State or Federal law has made a final determination either imposing an administrative sanction on any person associated with the NON-ADAPTABLE STRUCTURE relating to its use or denying the NON-ADAPTABLE STRUCTURE a permit necessary for its lawful operation.

finding that either said NON-ADAPTABLE STRUCTURE or the structures supporting said NON-ADAPTABLE STRUCTURE and/or any related site grading and soil erosion controls or lack of same, constitutes a public nuisance or otherwise violates State or Federal law, or any State or Federal agency charged with enforcing State or Federal law has made a final determination either imposing an administrative sanction on any person associated with the NON-ADAPTABLE STRUCTURE relating to its use or denying the NON-ADAPTABLE STRUCTURE a permit necessary for its lawful operation.

- f. For any WIND FARM or SOLAR FARM approved after {effective date}, abandonment shall be limited to only when the decommissioning and site reclamation plan has not been completed with 12 months after a SOLAR FARM reaches the end of its useful life or when the decommissioning and site reclamation plan has not been completed within 18 months after a WIND FARM reaches the end of its useful life. A WIND FARM or SOLAR FARM shall be presumed to have reached the end of its useful life if the owner of the WIND FARM or SOLAR FARM fails for a period of six consecutive months to pay the landowner amounts owed in accordance with the underlying agreement and additionally, a WIND FARM shall be presumed to have reached the end of its useful life if no electricity shall have been generated for a continuous period of 12 months.

**SECTION 6.1.1 A. ORDINANCE COMPARISON**

Revised text since 3/9/23 ELUC meeting

<p>8. Once the Zoning Administrator has made a finding that a NON-ADAPTABLE STRUCTURE is abandoned in place, the Zoning Administrator shall issue notice to the land owner at the owner's last known address, lessees, any operator and/or owner of a NON-ADAPTABLE STRUCTURE, and to all parties to the decommissioning and site reclamation plan, that the COUNTY will draw on the performance guarantee within thirty (30) days unless the owner appeals the Zoning Administrator's finding, pursuant to Section 9.1.8 or enters into a written agreement with the COUNTY to remove such NON-ADAPTABLE STRUCTURE in accordance with Section 6.1.1A.4. within ninety (90) days and removes the NON-ADAPTABLE STRUCTURE accordingly.</p>	<p>8. Once the Zoning Administrator has made a finding that a NON-ADAPTABLE STRUCTURE is abandoned in place, the Zoning Administrator shall issue notice to the land owner at the owner's last known address, lessees, any operator and/or owner of a NON-ADAPTABLE STRUCTURE, and to all parties to the decommissioning and site reclamation plan, that the COUNTY will draw on the performance guarantee within thirty (30) days unless the owner appeals the Zoning Administrator's finding, pursuant to Section 9.1.8 or enters into a written agreement with the COUNTY to remove such NON-ADAPTABLE STRUCTURE in accordance with Section 6.1.1A.4. within ninety (90) days and removes the NON-ADAPTABLE STRUCTURE accordingly.</p>
<p>9. The Zoning Administrator may draw on the funds to have said NON-ADAPTABLE STRUCTURE removed as per Section 6.1.1A.4. of the decommissioning and site reclamation plan when any of the following occur:</p> <ol style="list-style-type: none"> <li>a. no response is received from the land owner within thirty (30) days from initial notification by the Zoning Administrator;</li> <li>b. the land owner does not enter, or breaches any term of a written agreement with the COUNTY to remove said NON-ADAPTABLE STRUCTURE as provided in Section 6.1.1A.8.;</li> <li>c. any breach or performance failure of any provision of the decommissioning and site reclamation plan;</li> <li>d. the owner of record has filed a bankruptcy petition, or compromised the COUNTY's interest in the letter of credit in any way not</li> </ol>	<p>9. The Zoning Administrator may draw on the funds to have said NON-ADAPTABLE STRUCTURE removed as per Section 6.1.1A.4. of the decommissioning and site reclamation plan when any of the following occur:</p> <ol style="list-style-type: none"> <li>a. no response is received from the land owner within thirty (30) days from initial notification by the Zoning Administrator;</li> <li>b. the land owner does not enter, or breaches any term of a written agreement with the COUNTY to remove said NON-ADAPTABLE STRUCTURE as provided in Section 6.1.1A.8.;</li> <li>c. any breach or performance failure of any provision of the decommissioning and site reclamation plan;</li> <li>d. the owner of record has filed a bankruptcy petition, or compromised the COUNTY's interest in the letter of credit in any way not</li> </ol>

**SECTION 6.1.1 A. ORDINANCE COMPARISON**

Revised text since 3/9/23 ELUC meeting

<p><b>Section 6.1.1 A.9. (continued)</b></p> <p>specifically allowed by the decommissioning and site reclamation plan;</p> <p>e. a court of law has made a finding that a NON-ADAPTABLE STRUCTURE constitutes a public nuisance;</p> <p>f. the owner of record has failed to replace an expiring letter of credit within the deadlines set forth in Section 6.1.1A.6.; or</p> <p>g. any other conditions to which the COUNTY and the land owner mutually agree, as set forth in the decommissioning and site reclamation plan.</p>	<p>specifically allowed by the decommissioning and site reclamation plan;</p> <p>e. a court of law has made a finding that a NON-ADAPTABLE STRUCTURE constitutes a public nuisance;</p> <p>f. the owner of record has failed to replace an expiring letter of credit within the deadlines set forth in Section 6.1.1A.6.; or</p> <p>g. any other conditions to which the COUNTY and the land owner mutually agree, as set forth in the decommissioning and site reclamation plan.</p> <p>h. <u>For any WIND FARM or SOLAR FARM approved after {effective date}, the Zoning Administrator may only draw on the funds only when the decommissioning and site reclamation plan has not been completed with 12 months after a SOLAR FARM reaches the end of its useful life or when the decommissioning and site reclamation plan has not been completed with 18 months after a WIND FARM reaches the end of its useful life. A WIND FARM or SOLAR FARM shall be presumed to have reached the end of its useful life if the if the owner of the WIND FARM or SOLAR FARM fails for a period of six consecutive months to pay the landowner amounts owed in accordance with the underlying agreement and additionally, a WIND FARM shall be presumed to have reached the end of its useful life if no</u></p>
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### SECTION 6.1.1 A. ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p>10. Once the letter of credit has been drawn upon, and the site has been restored to its original condition, as certified by the Zoning Administrator, the covenant entered into pursuant to Section 6.1.1A.2. shall expire, and the COUNTY shall act to remove said covenant from the record of the property at the Recorder of Deeds within forty-five (45) days.</p> <p>11. The proceeds of the letter of credit may only be used by the COUNTY to:</p> <ul style="list-style-type: none"> <li>a. remove the NON-ADAPTABLE STRUCTURE and return the site to its condition prior to placement of the NON-ADAPTABLE STRUCTURE, in accordance with the most recent decommissioning and site reclamation plan submitted and accepted in relation to the NON-ADAPTABLE STRUCTURE;</li> <li>b. pay all administrative and ancillary costs associated with drawing upon the financial assurance and performing the reclamation work, which shall include, but not be limited to, attorney’s fees; construction management and other professional service fees; and the costs of preparing request for proposal and bidding documents required to comply with State law or Champaign County purchasing policies; and</li> <li>c. remove any covenants placed on the title in conjunction with Section 6.1.1A.2.</li> </ul>	<p style="text-align: right;"><u>electricity shall have been generated for a continuous period of 12 months.</u></p> <p>10. Once the letter of credit has been drawn upon, and the site has been restored to its original condition, as certified by the Zoning Administrator, the covenant entered into pursuant to Section 6.1.1A.2. shall expire, and the COUNTY shall act to remove said covenant from the record of the property at the Recorder of Deeds within forty-five (45) days.</p> <p>11. The proceeds of the letter of credit may only be used by the COUNTY to:</p> <ul style="list-style-type: none"> <li>a. remove the NON-ADAPTABLE STRUCTURE and return the site to its condition prior to placement of the NON-ADAPTABLE STRUCTURE, in accordance with the most recent decommissioning and site reclamation plan submitted and accepted in relation to the NON-ADAPTABLE STRUCTURE;</li> <li>b. <u>for other than any WIND FARM or SOLAR FARM approved after {effective date},</u> pay all administrative and ancillary costs associated with drawing upon the financial assurance and performing the reclamation work, which shall include, but not be limited to, attorney’s fees; construction management and other professional service fees; and the costs of preparing request for proposal and bidding documents required to comply with State law or Champaign County purchasing policies; and</li> <li>c. remove any covenants placed on the title in conjunction with Section 6.1.1A.2.</li> </ul>
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**SECTION 6.1.1 A. ORDINANCE COMPARISON**

Revised text since 3/9/23 ELUC meeting

<p><b>Section 6.1.1 A.11. (continued)</b></p> <p>The balance of any proceeds remaining after the site has been reclaimed shall be returned to the issuer of the letter of credit.</p> <p>12. No dispute as to the necessity or reasonableness of any costs of performing the site reclamation work identified in Section 6.1.1A.11. shall impair the ability of Champaign County to draw on the Financial Assurance.</p> <p>13. In accordance with the provisions of the Illinois Mechanics Lien Act, 770 ILCS 60/1 and 60/7, the Applicant or successors in interest agree that any contractor retained by Champaign County to perform the decommissioning and site reclamation work in Section 6.1.1A.11, shall have a lien upon the project to the full extent of all costs performing the decommissioning and site reclamation work identified in Section 6.1.1A.11., and that such lien shall be superior to any claim or lien of any other creditor, incumbrancer or purchaser.</p> <p>14. Upon transfer of any property subject to a letter of credit pursuant to this Section, the new owner or applicant of record shall submit a new irrevocable letter of credit of same or greater value to the Zoning Administrator, prior to legal transfer of title, and shall submit a new decommissioning and site reclamation plan, pursuant to Section 6.1.1A.4., and, for WIND FARMS, Section 6.1.4P., and for PV SOLAR FARMS, 6.1.5Q. Once the new owner or applicant of record has done so, the letter of credit posted by the previous owner or applicant shall be released, and the previous owner shall be released from any further obligations under the decommissioning and site reclamation plan.</p>	<p>The balance of any proceeds remaining after the site has been reclaimed shall be returned to the issuer of the letter of credit.</p> <p>12. No dispute as to the necessity or reasonableness of any costs of performing the site reclamation work identified in Section 6.1.1A.11. shall impair the ability of Champaign County to draw on the Financial Assurance.</p> <p>13. In accordance with the provisions of the Illinois Mechanics Lien Act, 770 ILCS 60/1 and 60/7, the Applicant or successors in interest agree that any contractor retained by Champaign County to perform the decommissioning and site reclamation work in Section 6.1.1A.11, shall have a lien upon the project to the full extent of all costs performing the decommissioning and site reclamation work identified in Section 6.1.1A.11., and that such lien shall be superior to any claim or lien of any other creditor, incumbrancer or purchaser.</p> <p>14. Upon transfer of any property subject to a letter of credit pursuant to this Section, the new owner or applicant of record shall submit a new irrevocable letter of credit of same or greater value to the Zoning Administrator, prior to legal transfer of title, and shall submit a new decommissioning and site reclamation plan, pursuant to Section 6.1.1A.4., and, for WIND FARMS, Section 6.1.4P., and for PV SOLAR FARMS, 6.1.5Q. Once the new owner or applicant of record has done so, the letter of credit posted by the previous owner or applicant shall be released, and the previous owner shall be released from any further obligations under the decommissioning and site reclamation plan.</p>
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### SECTION 6.1.1 A. ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p>15. The Applicant shall provide evidence of any new, additional, or substitute financial assurance to the Zoning Administrator throughout the operating lifetime of the NON-ADAPTABLE STRUCTURE.</p>	<p>15. The Applicant shall provide evidence of any new, additional, or substitute financial assurance to the Zoning Administrator throughout the operating lifetime of the NON-ADAPTABLE STRUCTURE.</p>
<p>16. Should the decommissioning and site reclamation plan, or any part of it, be deemed invalid by a court of competent jurisdiction, the associated SPECIAL USE Permit shall be deemed void.</p>	<p>16. Should the decommissioning and site reclamation plan, or any part of it, be deemed invalid by a court of competent jurisdiction, the associated SPECIAL USE Permit shall be deemed void.</p>

**WIND FARM ORDINANCE COMPARISON**

Revised text since 3/9/23 ELUC meeting

<b>Prior to Public Act 102-1123</b>	<b>After Public Act 102-1123</b>
Wind farm County Board Special Use Permit only authorized in the AG-1 Agriculture Zoning District	Wind farm County Board Special Use Permit only authorized in the AG-1 Agriculture, AG-2 Agriculture, I-1 Light Industry and I-2 Light Industry Zoning Districts
<p><b>A. General Standard Conditions</b></p> <p>1. The area of the WIND FARM County Board SPECIAL USE Permit must include the following minimum areas:</p> <p>a. All land that is a distance equal to 1.10 times the total WIND FARM TOWER height (measured to the tip of the highest rotor blade) from the base of that WIND FARM TOWER.</p> <p>b. All land that will be exposed to a noise level greater than that authorized to Class A land under paragraph 6.1.4I.</p> <p>c. All necessary access lanes or driveways and any required new PRIVATE ACCESSWAYS. For purposes of determining the minimum area of the SPECIAL USE Permit, access lanes or driveways shall be provided a minimum 40 feet wide area.</p> <p>d. All necessary WIND FARM ACCESSORY STRUCTURES including electrical distribution lines, transformers, common switching stations, and substations not under the ownership of a PUBLICLY REGULATED UTILITY. For purposes of determining the minimum area of the SPECIAL USE Permit, underground cable installations shall be provided a minimum 40 feet wide area.</p> <p>e. All land that is within 1.50 times the total WIND FARM TOWER height (measured to the tip of the highest rotor blade) from the base of each WIND FARM TOWER except any such land that is more than 1,320 feet from any existing public STREET right of way.</p>	No longer applies.

## WIND FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>A. General Standard Conditions</b> <i>(continued)</i></p> <p>f. All land area within 1,320 feet of a public STREET RIGHT OF WAY that is also within 1,000 feet from the base of each WIND FARM TOWER except that in the case of WIND FARM TOWERS in compliance with the minimum STREET separation required by paragraph 6.1.4C5. in which case land on the other side of the public STREET right of way does not have to be included in the SPECIAL USE Permit.</p>	<p>No longer applies.</p>
<p>2. The WIND FARM County Board SPECIAL USE Permit shall not be located in the following areas:</p> <p>a. Less than one-and-one-half miles from an incorporated municipality that has a zoning ordinance.</p> <p>b. Less than one mile from the CR, Conservation-Recreation Zoning DISTRICT.</p> <p>c. In any area leased for underground gas storage or under easement for same, unless the lease or easement requires that gas injection wells and other above-ground appurtenances be located in conformance with paragraph 6.1.4C9.</p>	<p>2. The WIND FARM County Board SPECIAL USE Permit shall not be located in the following areas:</p> <p>a. Less than one-and-one-half miles from an incorporated municipality that has a zoning ordinance.</p> <p><del>b. Less than one mile from the CR, Conservation-Recreation Zoning DISTRICT.</del></p> <p><del>c. In any area leased for underground gas storage or under easement for same, unless the lease or easement requires that gas injection wells and other above-ground appurtenances be located in conformance with paragraph 6.1.4C9.</del></p>
<p>No regulation</p>	<p><u>All aboveground STRUCTURES and facilities shall be of a type and shall be located in a manner that is consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.</u></p>
<p>3. 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.</p>	<p>No longer applies.</p>

## WIND FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>B. Minimum Lot Standards</b></p> <p>1. There are no minimum LOT AREA, AVERAGE LOT WIDTH, SETBACK, YARD, or maximum LOT COVERAGE requirements for a WIND FARM or for LOTS for WIND FARM TOWERS, substations, and WIND FARM maintenance and management facilities.</p>	<p>No change.</p>
<p><b>C. Minimum Standard Conditions for Separations for WIND FARM TOWERS from adjacent USES and STRUCTURES.</b></p> <p>The location of each WIND FARM TOWER shall provide the following required separations as measured from the exterior of the above ground portion of the WIND FARM TOWER:</p> <p>1. At least 1,000 feet separation from the exterior above ground base of a wind farm tower to any participating dwelling or principal building provided that the noise level caused by the WIND FARM at the particular building complies with the applicable Illinois Pollution Control Board regulations.</p>	<p>The location of each WIND FARM TOWER shall provide the following required separations <del>as measured from the exterior of the above ground portion of the WIND FARM TOWER:</del></p> <p>1. At least <del>1,000 feet</del> <u>1.1 times the maximum blade tip height of the wind tower separation</u> from the <del>exterior above-ground</del> <u>center of the</u> base of a WIND FARM TOWER to <u>the nearest point on the outside wall of</u> any PARTICIPATING DWELLING <del>OR PRINCIPAL BUILDING</del> provided that the noise level caused by the WIND FARM at the particular building complies with the applicable Illinois Pollution Control Board regulations.</p>
<p>2. At least 1,200 feet separation from the exterior above-ground base of a WIND FARM TOWER to any existing NON-PARTICIPATING DWELLING OR PRINCIPAL BUILDING provided that the noise level caused by the WIND FARM at the particular building complies with the applicable Illinois Pollution Control Board regulations and provided that the separation distance meets or exceeds any separation recommendations of the manufacturer of the wind turbine used on the WIND FARM TOWER.</p>	<p>2. At least <del>1,200 feet</del> <u>2.1 times the maximum blade tip height of the wind tower separation</u> from the <del>exterior above-ground</del> <u>center of the</u> base of a WIND FARM TOWER to <u>the nearest point on the outside wall of</u> any existing NON-PARTICIPATING DWELLING <u>or OCCUPIED COMMUNITY BUILDING OR PRINCIPAL BUILDING</u> provided that the noise level caused by the WIND FARM at the particular building complies with the applicable Illinois Pollution Control Board regulations <del>and provided that the separation distance meets or exceeds any separation recommendations of the manufacturer of the wind turbine used on the WIND FARM TOWER.</del></p>
<p>3. The above separations may be reduced to a distance no less than 1.10 times the total WIND FARM TOWER height (measured to the tip of the highest rotor blade) upon submission of a PRIVATE WAIVER signed by the owner of said DWELLING or BUILDING or adjacent property. The PRIVATE</p>	<p>3. The above separations may be reduced to a distance no less than 1.10 times the total WIND FARM TOWER height (measured to the tip of the highest rotor blade) upon submission of a PRIVATE WAIVER signed by the owner of said <u>NON-PARTICIPATING DWELLING or OCCUPIED COMMUNITY</u></p>

## WIND FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>C. Minimum Standard Conditions for Separations</b> <i>(continued)</i></p> <p>WAIVER must specify the agreed minimum separation and specifically acknowledge that the grantor accepts the resulting noise level caused by the WIND FARM.</p>	<p>BUILDING or adjacent property. The PRIVATE WAIVER must specify the agreed minimum separation and specifically acknowledge that the grantor accepts the resulting noise level caused by the WIND FARM.</p>
<p>4. A separation distance equal to 1.10 times the total WIND FARM TOWER height (measured to the tip of the highest rotor blade) from the exterior above-ground base of a WIND FARM TOWER to the nearest adjacent property line for property that is also part of the WIND FARM County Board SPECIAL USE Permit. This separation may be reduced upon submission of a PRIVATE WAIVER signed by the owner of the adjacent property. The PRIVATE WAIVER must specify the agreed minimum separation.</p>	<p>No longer applies.</p>
<p>5. A separation distance equal to 1.50 times the total WIND FARM TOWER height (measured to the tip of the highest rotor blade) from the exterior above-ground base of a WIND FARM TOWER to the nearest public STREET RIGHT OF WAY unless the WIND FARM is located on both sides of the STREET in which case the minimum separation distance between a WIND FARM TOWER and the public STREET RIGHT OF WAY is equal to 1.10 times the total WIND FARM TOWER height (measured to the tip of the highest rotor blade).</p>	<p>5. A separation distance equal to <del>1.50</del><u>1.1</u> times the total WIND FARM TOWER height (measured to the tip of the highest rotor blade) from the <del>exterior above-ground</del><u>center of the</u> base of a WIND FARM TOWER to the <del>nearest</del><u>center point of the</u> public STREET RIGHT OF WAY <del>unless the WIND FARM is located on both sides of the STREET in which case the minimum separation distance between a WIND FARM TOWER and the public STREET RIGHT OF WAY is equal to 1.10 times the total WIND FARM TOWER height (measured to the tip of the highest rotor blade).</del></p>
<p>6. A separation distance equal to 1.50 times the total WIND FARM TOWER height (measured to the tip of the highest rotor blade) from the exterior above-ground base of a WIND FARM TOWER to the nearest non-participating property. This separation may be reduced upon submission of a PRIVATE WAIVER signed by the owner of said non-participating property. The PRIVATE WAIVER must specify the agreed minimum separation.</p>	<p>6. A separation distance equal to <del>1.50</del><u>1.1</u> times the total WIND FARM TOWER height (measured to the tip of the highest rotor blade) from the <del>exterior above-ground</del><u>center of the</u> base of a WIND FARM TOWER to the nearest non-participating property <u>line</u>. This separation may be reduced upon submission of a PRIVATE WAIVER signed by the owner of said non-participating property. The PRIVATE WAIVER must specify the agreed minimum separation.</p>
<p>7. A separation distance equal to 1.10 times the total WIND FARM TOWER height (measured to the tip of the highest rotor blade) from the exterior above-ground base of a WIND FARM TOWER to the nearest easement for a GAS PIPELINE or HAZARDOUS LIQUID PIPELINE, and easement for an</p>	<p>7. A separation distance equal to 1.10 times the total WIND FARM TOWER height (measured to the tip of the highest rotor blade) from the <del>exterior above-ground</del><u>center of the</u> base of a WIND FARM TOWER to the nearest easement for a <del>GAS PIPELINE or HAZARDOUS LIQUID PIPELINE, and easement</del></p>

**WIND FARM ORDINANCE COMPARISON**

Revised text since 3/9/23 ELUC meeting

<p><b>C. Minimum Standard Conditions for Separations</b> <i>(continued)</i></p> <p>underground water main or to the actual water main if there is no easement, third party electrical transmission lines, communication towers, or railroad right of way. This separation may be reduced upon submission of a PRIVATE WAIVER signed by the owner of said electrical transmission line or communication tower or the pipeline or the relevant public street maintenance jurisdiction. The PRIVATE WAIVER must specify the agreed minimum separation.</p>	<p><del>for an underground water main or to the actual water main if there is no easement,</del> third party electrical transmission lines, <del>communication towers, or railroad right of way.</del> This separation may be reduced upon submission of a PRIVATE WAIVER signed by the owner of said electrical transmission line <del>or communication tower or the pipeline or the relevant public street maintenance jurisdiction.</del> The PRIVATE WAIVER must specify the agreed minimum separation.</p>
<p>8. Any PRIVATE WAIVER establishing an agreement for a lesser minimum separation as authorized above shall be submitted prior to the final determination by the Board and must be recorded as part of the chain of title in the deed to any relevant tract of land prior to authorization of any relevant ZONING USE PERMIT. No waiver of a standard condition shall be required in the event of a duly agreed and signed PRIVATE WAIVER.</p>	<p>No change.</p>
<p>9. At least 1,200 feet separation from the exterior above-ground base of a WIND FARM TOWER to any wellhead or other above ground fixture that is accessory to a GAS PIPELINE or to any valve or other above ground fixture for any HAZARDOUS LIQUID PIPELINE, provided however, that if the relevant PIPELINE IMPACT RADIUS required by paragraph 4.3.4H. is greater than 1,200 feet then that PIPELINE IMPACT RADIUS shall be the minimum separation of any of the above. This separation may be reduced upon submission of a PRIVATE WAIVER signed by the owner of said pipeline. The PRIVATE WAIVER must specify the agreed minimum separation.</p>	<p>No longer applies.</p>
<p>No regulation.</p>	<p><u>At least 2.1 times the maximum blade tip height of the WIND TOWER to the nearest point on the property line of fish and wildlife areas and Illinois Nature Preserve Commission protected lands.</u></p>
<p>10. At least 1,600 feet separation from the exterior above-ground base of a WIND FARM TOWER to any Liquefied Natural Gas Storage; or Liquefied Petroleum Gas Storage; or Gasoline and Volatile Oils Storage exceeding 10,000 gallons capacity in the aggregate.</p>	<p>No longer applies.</p>

**WIND FARM ORDINANCE COMPARISON**

Revised text since 3/9/23 ELUC meeting

<p><b>C. Minimum Standard Conditions for Separations</b> <i>(continued)</i></p> <p>11. For any legal RESTRICTED LANDING AREA that existed on or for which there had been a complete SPECIAL USE Permit application received by April 22, 2010, there shall be a separation from the runway to the nearest tip of a blade of the nearest WIND FARM TOWER as follows:</p> <p>a. The separation from the sides and ends of the runway shall be seven horizontal feet for each one foot of overall WIND FARM TOWER HEIGHT.</p> <p>b. An additional separation from the end of the runway shall be 15 feet for each one foot of overall WIND FARM TOWER HEIGHT in a trapezoidal shape that is the width of the runway approach zone based on the requirements of 92 <i>Ill. Admin Code</i> 14.520, except as follows:</p> <p>(1) that part of the separation that is more than 3,000 feet from the end of the runway may be a consistent width based on the widest point of the runway approach zone.</p>	No longer applies.
<p>12. For any legal RESIDENTIAL AIRPORT that existed on or for which there had been a complete SPECIAL USE Permit application received by April 22, 2010 there shall be a separation from the runway to the nearest tip of a blade of the nearest WIND FARM TOWER as follows:</p> <p>a. The separation from the sides and ends of the runway shall be seven horizontal feet for each one foot of overall WIND FARM TOWER HEIGHT.</p> <p>b. An additional separation from the end of the runway and for a distance of 50 feet on either side of an end of the runway, shall be 20 feet for each one foot of overall WIND FARM TOWER HEIGHT in a trapezoidal shape that is the width of the runway approach zone based on the requirements of 92 <i>Ill. Admin Code</i> 14.520, except as follows:</p> <p>(1) that part of the required separation that is more than 3,000 feet from the end of the</p>	No longer applies.



**WIND FARM ORDINANCE COMPARISON**

Revised text since 3/9/23 ELUC meeting

<p><b>C. Minimum Standard Conditions for Separations</b> <i>(continued)</i>  runway may be consistent width based on the widest part of the runway approach zone.</p>	
<p><b>D. Standard Conditions for Design and Installation of WIND FARM TOWERS.</b></p> <ol style="list-style-type: none"> <li>1. Design Safety Certification <ol style="list-style-type: none"> <li>a. WIND FARM TOWERS, turbines, and all related construction shall conform to applicable industry standards, including those of the American National Standards Institute (“ANSI”). Applicants shall submit certificates of design compliance that equipment manufacturers have obtained from Underwriters Laboratories (“UL”), Det Norske Veritas (“DNV”), Germanischer Lloyd Wind Energy (“GL”), or equivalent third party. Documentation of compliance must be submitted prior to receiving a Zoning Compliance Certificate for either the WIND FARM or for any single WIND FARM TOWER.</li> <li>b. Each Zoning Use Permit Application for a WIND FARM TOWER shall include a certification by an Illinois Professional Engineer of Illinois Licensed Structural Engineer that the foundation and tower design of the WIND FARM TOWER is within accepted professional standards, given local soil and climate conditions.</li> </ol> </li> <li>2. Controls and Brakes <ol style="list-style-type: none"> <li>a. All WIND FARM TOWER turbines shall be equipped with a redundant braking system. This includes both aerodynamic over speed controls (including variable pitch, tip, and other similar systems) and mechanical brakes.</li> <li>b. Mechanical brakes shall be operated in fail-safe mode.</li> <li>c. Stall regulation shall not be considered a sufficient braking system for over speed protection.</li> </ol> </li> </ol>	<p>No longer applies.</p>

**WIND FARM ORDINANCE COMPARISON**

Revised text since 3/9/23 ELUC meeting

<p><b>D. Standard Conditions for Design and Installation of WIND FARM TOWERS</b> <i>(continued)</i></p> <p>3. Electrical Components. All electrical components of the WIND FARM shall conform to applicable state and national codes including, any relevant national and international standards (e.g. ANSI and International Electrical Commission).</p> <p>4. The WIND FARM TOWER must be a monopole construction.</p>	No longer applies.
<p>5. The total WIND FARM TOWER height (measured to the tip of the highest rotor blade) must be less than 500 feet.</p>	<p>5. The total WIND FARM TOWER height (measured to the tip of the highest rotor blade) must <del>be less than 500 feet</del> <u>receive a Determination of No Hazard to Air Navigation by the Federal Aviation Administration under 14 CFR Part 77.</u></p>
<p>6. WIND FARM TOWERS, turbine nacelles, and blades shall be painted white or gray or another non-reflective, unobtrusive color as specified in the application and authorized by the Board.</p>	No longer applies.
<p>7. The WIND FARM shall comply with all applicable Federal Aviation Administration (FAA) requirements which shall be explained in the application. The minimum lighting requirement of the FAA shall not be exceeded except that all WIND FARM TOWERS are required to use ADLS (aircraft detection lighting system) or equivalent system to reduce the impact of nighttime lighting on nearby residents, communities and migratory birds in accordance with the FAA Advisory circular: 70/7460-IL section 14.1.</p>	<p>7. The WIND FARM shall comply with all applicable Federal Aviation Administration (FAA) requirements which shall be explained in the application. The minimum lighting requirement of the FAA shall not be exceeded. <del>except that all WIND FARM TOWERS are required to use ADLS (aircraft detection lighting system) or equivalent system to reduce the impact of nighttime lighting on nearby residents, communities and migratory birds in accordance with the FAA Advisory circular: 70/7460-IL section 14.1.</del></p>
<p>8. Warnings</p> <p>a. A reasonably visible warning sign concerning voltage must be placed at the base of all pad-mounted transformers and Substations.</p>	No longer applies.
<p>9. All WIND FARM TOWERS must be protected from unauthorized climbing by devices such as fences at least six feet high with locking portals or anti-climbing devices 12 feet vertically from the base of the WIND FARM TOWER.</p>	No longer applies.
<p><b>E. Standard Conditions to Mitigate Damage to Farmland</b></p> <p>1. All underground wiring or cabling for the WIND FARM shall be at a minimum depth of 4 feet below grade or deeper if required to maintain a minimum one foot of clearance</p>	<p>1. All underground wiring or cabling for the WIND FARM shall be at a minimum depth <del>of 4 feet below grade or deeper</del> <u>required to maintain a minimum one foot of clearance</u></p>

**WIND FARM ORDINANCE COMPARISON**

Revised text since 3/9/23 ELUC meeting

<p><b>E. Standard Conditions to Mitigate Damage to Farmland</b> <i>(continued)</i>                  between the wire or cable and any agricultural drainage tile or a lesser depth if so authorized by the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.4R.</p>	<p><del>between the wire or cable and any agricultural drainage tile or a lesser depth if so authorized</del> <u>as established</u> by the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.4R.</p>
<p>2. Protection of agricultural drainage tile</p> <p>a. The applicant shall endeavor to locate all existing agricultural drainage tile prior to establishing any construction staging areas, construction of any necessary WIND FARM TOWER access lanes or driveways, construction of any WIND FARM TOWERS, any common switching stations, substations, and installation of underground wiring or cabling. The applicant shall contact affected landowners and tenants for their knowledge of the tile line locations prior to the proposed construction. Drainage districts shall be notified at least two weeks prior to disruption of tile.</p> <p>b. All identified drainage district tile lines shall be staked or flagged prior to construction to alert construction crews of the possible need for tile line repairs unless this requirement is waived in writing by the drainage district.</p> <p>c. Any agricultural drainage tile located underneath construction stage areas, access lanes, driveways, any common switching stations, and substations shall be replaced as required in paragraph 7.2 of the <i>Champaign County Stormwater Management Policy</i>.</p> <p>d. Any agricultural drainage tile that must be relocated shall be relocated as required in the <i>Champaign County Stormwater Management Policy</i>.</p> <p>e. Conformance of any relocation of drainage district tile with the <i>Champaign County Stormwater</i></p>	<p><u>Protection of agricultural drainage tile shall comply with the Agriculture Impact Mitigation Agreement with the Illinois Department of Agriculture.</u></p>

## WIND FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>E. Standard Conditions to Mitigate Damage to Farmland</b> <i>(continued)</i></p> <p><i>Management Policy</i> 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 district tile.</p> <p>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.</p> <p>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.</p> <p>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. All permanent and temporary tile repairs shall be made as detailed in the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.4R. and shall not be waived or modified except as authorized in the SPECIAL USE Permit.</p> <p>i. All damaged tile shall be repaired so as to operate as well after construction as before the construction began.</p>	<p><u>Protection of agricultural drainage tile shall comply with the Agriculture Impact Mitigation Agreement with the Illinois Department of Agriculture.</u></p>
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## WIND FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>E. Standard Conditions to Mitigate Damage to Farmland</b> <i>(continued)</i></p> <p>j. Following completion of the WIND FARM construction the applicant shall be responsible for correcting all tile line repairs that fail, provided that the failed repair was made by the applicant.</p>	<p><u>Protection of agricultural drainage tile shall comply with the Agriculture Impact Mitigation Agreement with the Illinois Department of Agriculture.</u></p>
<p>3. All soil conservation practices (such as terraces, grassed waterways, etc.) that are damaged by WIND FARM construction and/or decommissioning shall be restored by the applicant to the pre-WIND FARM construction condition in a manner consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.4R.</p>	<p>No change.</p>
<p>4. Topsoil replacement</p> <p>For any open trenching required pursuant to WIND FARM construction, the topsoil shall be stripped and replaced as follows:</p> <p>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 it will not become intermixed with subsoil materials.</p> <p>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.</p> <p>c. In backfilling the trench, the stockpiled subsoil material shall be placed back into the trench before replacing the topsoil.</p> <p>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.</p>	<p>4. Topsoil replacement</p> <p><del>For any open trenching required pursuant to WIND FARM construction, the topsoil shall be stripped and replaced as follows:</del></p> <p><del>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 it will not become intermixed with subsoil materials.</del></p> <p><del>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.</del></p> <p><del>c. In backfilling the trench, the stockpiled subsoil material shall be placed back into the trench before replacing the topsoil.</del></p> <p><del>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.</del></p>

## WIND FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>E. Standard Conditions to Mitigate Damage to Farmland</b> <i>(continued)</i></p> <p>e. All topsoil shall be placed in a manner consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.4R.</p>	<p><u>ea.</u> All topsoil shall be placed in a manner consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.4R.</p>
<p>5. Mitigation of soil compaction and rutting</p> <p>a. The applicant shall not be responsible for mitigation of soil compaction and rutting if exempted by the WIND FARM lease.</p> <p>b. Unless specifically provided for otherwise in the WIND FARM 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.</p> <p>c. All mitigation of soil compaction and rutting shall be consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.4R.</p>	<p>5. Mitigation of soil compaction and rutting</p> <p><del>a. The applicant shall not be responsible for mitigation of soil compaction and rutting if exempted by the WIND FARM lease.</del></p> <p><del>b. Unless specifically provided for otherwise in the WIND FARM 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.</del></p> <p><u>ea.</u> All mitigation of soil compaction and rutting shall be consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.4R.</p>
<p>6. Land leveling</p> <p>a. The applicant shall not be responsible for leveling of disturbed land if exempted by the WIND FARM lease.</p> <p>b. Unless specifically provided for otherwise in the WIND FARM lease, the applicant shall level all disturbed land as follows:</p> <p>(1) Following the completion of any open trenching, the applicant shall restore all land to its original pre-construction elevation and contour.</p> <p>(2) 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</p>	<p>6. Land leveling</p> <p>a. The applicant shall not be responsible for leveling of disturbed land if exempted by the WIND FARM lease.</p> <p><del>b. Unless specifically provided for otherwise in the WIND FARM lease, the applicant shall level all disturbed land as follows:</del></p> <p><del>(1) Following the completion of any open trenching, the applicant shall restore all land to its original pre-construction elevation and contour.</del></p> <p><del>(2) 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</del></p>

## WIND FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>E. Standard Conditions to Mitigate Damage to Farmland</b> <i>(continued)</i>                  the land to its original pre-construction elevation and contour.</p> <p>c. All land leveling shall be consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.4R.</p>	<p style="text-align: center;"><del>the land to its original pre-construction elevation and contour.</del></p> <p><del>e.b.</del> All land leveling shall be consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.4R.</p>
<p>7. Permanent Erosion and Sedimentation Control Plan</p> <p>a. Prior to the approval of any Zoning Use Permit, the Applicant shall provide a permanent soil erosion and sedimentation plan for all WIND FARM TOWER sites and access roads that conforms to the relevant Natural Resources Conservation Service guidelines and that is prepared by an Illinois Licensed Professional Engineer.</p> <p>b. As-built documentation of all permanent soil erosion and sedimentation improvements for all WIND FARM TOWER sites and access roads prepared by an Illinois Licensed Professional Engineer shall be submitted and accepted by the Zoning Administrator prior to approval of any Zoning Compliance Certificate.</p>	<p>No longer applies.</p>
<p><b>F. Standard Conditions for Use of Public STREETS</b></p>	<p>No change.</p>
<p><b>G. Standard Conditions for Coordination with Local Fire Protection District</b></p> <p>1. The applicant shall submit to the local fire protection district a copy of the site plan.</p> <p>2. Upon request by the local fire protection district, the Owner or Operator shall cooperate with the local fire protection district to develop the fire protection district’s emergency response plan.</p> <p>3. Nothing in this section shall alleviate the need to comply with all other applicable fire laws and regulations.</p>	<p>No longer applies.</p>

## WIND FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>H. Standard Conditions to Mitigate Electromagnetic Interference</b></p> <ol style="list-style-type: none"> <li>1. The applicant shall provide the applicable microwave transmission providers and local emergency service provider(s) (911 operators) copies of the project summary and site plan.</li> <li>2. To the extent that any relevant microwave transmission provider and local emergency service provider demonstrates a likelihood of interference with its communications resulting from the WIND FARM, the applicant shall take reasonable measures to mitigate such anticipated interference.</li> <li>3. If, after construction of the WIND FARM, the Owner or Operator receives a written complaint related to the above-mentioned interference, the Owner or Operator shall take reasonable steps to respond to the complaint.</li> <li>4. If, after construction of the WIND FARM, the Owner or Operator receives a written complaint related to interference with local broadcast residential television, the Owner or Operator shall take reasonable steps to respond to the complaint.</li> </ol>	<p>No longer applies.</p>
<p><b>I. Standard Conditions for Allowable Noise Level</b></p> <ol style="list-style-type: none"> <li>1. Noise levels from each WIND FARM TOWER or WIND FARM shall be in compliance with the applicable Illinois Pollution Control Board (IPCB) regulations (35 <i>Illinois Administrative Code</i> Subtitle H: Noise Parts 900, 901, 910).</li> <li>2. The applicant shall submit manufacturer’s wind turbine sound power level characteristics and other relevant data regarding wind turbine noise characteristics necessary for a competent noise analysis.</li> <li>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.</li> </ol>	<ol style="list-style-type: none"> <li>1. Noise levels from each WIND FARM TOWER or WIND FARM shall be in compliance with the applicable Illinois Pollution Control Board (IPCB) regulations (35 <i>Illinois Administrative Code</i> Subtitle H: Noise Parts 900, 901, 910).</li> </ol> <p><b><u>Items 2 through 5 might go beyond the constraints established by Public Act 102-1123. The Act allows that a project can be required to be compliant with IPCB regulations, but it does not specify that a noise study can be required. Staff is working to verify whether these statements can be included.</u></b></p>



## WIND FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>I. Standard Conditions for Allowable Noise Level</b> <i>(continued)</i></p> <p>4. The applicant shall submit a map of the relevant noise contours for the proposed WIND FARM and indicate the proposed WIND FARM TOWERS and all existing PRINCIPAL BUILDINGS within at least 1,500 feet of any WIND FARM TOWER or within the coverage of the relevant noise contours.</p> <p>5. If a computer model is used to generate the required noise contours the applicant shall clearly state the assumptions of the model's construction and algorithms so that a competent and objective third party can as simply as possible verify the noise contours and noise data.</p> <p>6. After construction of the WIND FARM 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:</p> <p style="margin-left: 20px;">a. The Zoning Administrator may seek authorization from the County Board to hire a noise consultant to determine the noise produced by the WIND FARM in a manner consistent with the Illinois Pollution Control Board (IPCB) regulations (35 <i>Illinois Administrative Code</i> Subtitle H: Noise Parts 900, 901, 910).</p> <p style="margin-left: 20px;">b. The Zoning Administrator may require the WIND FARM owner to cooperate fully with the noise consultant in the enforcement action including shutting down all wind turbines to allow documentation of ambient noise levels.</p> <p style="margin-left: 20px;">c. In the event that a violation of the IPCB noise regulations is identified the Zoning Administrator may require the WIND FARM owner to take whatever actions are necessary to stop the violation and</p>	<p>Item 6 is unchanged.</p>
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## WIND FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>I. Standard Conditions for Allowable Noise Level</b> <i>(continued)</i></p> <p>comply with the noise regulations. The Zoning Administrator may seek direction from the Environment and Land Use Committee regarding the actions necessary to stop the violation.</p> <p>d. Further, in the event that a violation of IPCB noise regulations is identified the WIND FARM owner shall reimburse to the County the cost of the noise consultant.</p>	<p>Item 6 is unchanged.</p>
<p><b>J. Standard Conditions for Endangered Species Consultation</b></p>	<p>No change.</p>
<p><b>K. Standard Conditions for Historic and Archaeological Resources Review</b></p>	<p>No change.</p>
<p><b>L. Standard Conditions for Acceptable Wildlife Impacts</b></p> <p>1. The WIND FARM 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 including the following:</p> <p>a. Avoid locating WIND FARM TOWERS in known bird and bat migration pathways and daily movement flyways and known hibernacula and flight paths between bat colonies and bat feeding areas.</p> <p>b. Site WIND FARM TOWERS and design mitigation measures in a manner that will achieve a level of mortality to birds and bats that will protect sustainability of populations.</p> <p>2. A qualified professional, such as an ornithologist or wildlife biologist, shall conduct a pre-construction site risk assessment study to estimate the impacts of the construction and operation of the proposed WIND FARM on birds and bats. The pre-construction site risk shall be submitted with the application and shall include the following minimum information:</p> <p>a. A literature review of existing information on species and potential habitats and results of agency database</p>	<p>L. Standard Conditions for <del>Acceptable-Fish and</del> Wildlife Impacts</p> <p><u>1. The applicant shall apply for consultation with the United States Fish and Wildlife Service’s Information for Planning and Consulting environmental review or a comparable successor tool that is consistent with the “U.S. Fish and Wildlife Services’s Land-Based Wind Energy Guidelines.”</u></p>

## WIND FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>L. Standard Conditions for Acceptable Wildlife Impacts</b> <i>(continued)</i></p> <p>queries or records of rare, threatened, and endangered species and important habitats in the vicinity of the proposed WIND FARM area.</p> <p>b. A mapping of the general vegetation and land cover types, wildlife habitat and quality, and physical characteristics of the proposed WIND FARM area.</p> <p>c. A field examination that verifies results of the literature review and agency queries and documents general site habitat conditions.</p> <p>d. A review of existing literature of avian and bat mortality field results within North America and in similar physiographic settings as the proposed WIND FARM.</p> <p>e. If the risk assessment indicated risk may be low, no further surveys are required.</p> <p>f. If the risk assessment indicates risk may be high enough to potentially adversely affect the sustainability of bird or bat populations, a full year of site specific bird and bat use surveys may be required to address those species and conditions representing high risk from the beginning of the spring migration for birds or bats, and extending through the end of the fall migration for birds or bats and include both the spring and fall migration for both birds and bats in the proposed WIND FARM area.</p> <p>g. The site specific bird and bat use surveys may include surveys focused upon state or federal threatened or endangered or sensitive-status species in the proposed WIND FARM area during the appropriate seasons to determine the potential adverse impact.</p>	
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## WIND FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>L. Standard Conditions for Acceptable Wildlife Impacts</b> <i>(continued)</i></p> <ul style="list-style-type: none"> <li style="margin-left: 40px;">h. The results of the surveys shall be used to design siting and mitigation measures to lower risk to a sustainable level of mortality.</li>   <li>3. A qualified professional, such as an ornithologist or wildlife biologist, shall also conduct a post-construction mortality monitoring study to quantify the mortality impacts of the WIND FARM on birds and bats. The post-construction mortality monitoring study shall consist of the following information at a minimum:             <ul style="list-style-type: none"> <li>a. At least two full years of site specific mortality monitoring from the beginning of the spring migration for birds or bats, and extend through the end of the fall migration for birds or bats and include both the spring and fall migration for both birds and bats in the immediate vicinity of some or all of the WIND FARM TOWERS.</li>   <li>b. The application shall include a specific proposal for the degree of precision of the mortality monitoring study including how many days the monitoring is done, at how many towers, for how long each day, and at what radius around the tower, and the extent of monitoring outside of the spring and fall migrations.</li>   <li>c. A written report on avian and bat mortality shall be submitted to the Environment and Land Use Committee at the end of the first two full years of WIND FARM operations. The mortality rate estimates should reflect consideration of carcass removal by scavengers and predators.</li>   <li>d. If the Environment and Land Use Committee determines the mortality level does not threaten the population of protected species, no further post-</li> </ul> </li> </ul>	
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## WIND FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>L. Standard Conditions for Acceptable Wildlife Impacts</b> <i>(continued)</i>                  construction mortality monitoring will be required.</p> <p style="padding-left: 40px;">e. If the Environment and Land Use Committee determines there are legitimate mortality to bird or bat species indicated by the post-construction mortality monitoring study shall continue in full year increments until the monitoring indicates that the mortality concerns are resolved. When mortality concerns cannot be resolved in any other way, the Environment and Land Use Committee may require particular WIND FARM TOWERS to be shut down to lower mortality of birds or bats to an acceptable level.</p>	
<p><b>M. Standard Conditions for Shadow Flicker</b></p> <ol style="list-style-type: none"> <li>1. The applicant shall submit the results of a study on potential shadow flicker. The shadow flicker study shall identify the locations of both summer and winter shadow flicker that may be caused by the project with an expected duration of 30 hours or more per year.</li> <li>2. Shadow flicker that exceeds the above standards shall be mitigated by any means such as landscaping, awnings, or fencing.</li> </ol>	<p>No change.</p>
<p><b>N. Standard Condition for Liability Insurance</b></p> <ol style="list-style-type: none"> <li>1. The Owner or Operator of the WIND FARM 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. The amount of the limit shall be increased annually to account for the effects of inflation.</li> <li>2. The general liability policy shall identify landowners in the SPECIAL USE Permit as additional insured.</li> </ol>	<p>No longer applies.</p>

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Revised text since 3/9/23 ELUC meeting

<p><b>O. Operational Standard Conditions</b></p> <p>1. Maintenance</p> <p style="padding-left: 20px;">a. The Owner or Operator of the WIND FARM must submit, on an annual basis, a summary of the operation and maintenance reports to the Environment and Land Use Committee and any other operation and maintenance reports as the Environment and Land Use Committee reasonably requests.</p> <p style="padding-left: 20px;">b. Any physical modification to the WIND FARM that alters the mechanical load, mechanical load path, or major electrical components shall require a new County Board SPECIAL USE Permit. Like-kind replacements shall not require re-certification nor will replacement of transformers, cabling, etc. provided replacement is done in a fashion similar to the original installation. Prior to making any physical modification (other than a like-kind replacement), the Owner or Operator shall confer with a relevant third-party certifying entity identified in subparagraph 6.1.4D.1.(a) to determine whether the physical modification requires re-certification.</p> <p>2. Materials Handling, Storage and Disposal</p> <p style="padding-left: 20px;">a. All solid wastes related to the construction, operation and maintenance of the WIND FARM shall be removed from the site promptly and disposed of in accordance with all federal, state and local laws.</p> <p style="padding-left: 20px;">b. All hazardous materials related to the construction, operation and maintenance of the WIND FARM shall be handled, stored, transported and disposed of in accordance with all applicable local, state and federal laws.</p>	<p>No longer applies.</p>
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## WIND FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>P. Standard Condition for Decommissioning Plan and Site Reclamation Plan</b></p> <ol style="list-style-type: none"> <li>1. The applicant shall submit a signed site reclamation plan conforming to the requirements of paragraph 6.1.1 A.</li>   <li>2. In addition to the purposes listed in subparagraph 6.1.1 A.4. the reclamation agreement shall also include provisions for anticipated repairs for any public STREET used for the purpose of reclamation of the WIND FARM and all costs related to removal of access driveways.</li>   <li>3. The Site Reclamation Plan required in paragraph 6.1.1 A. shall also include the following:             <ol style="list-style-type: none"> <li>a. A stipulation that the applicant shall notify the GOVERNING BODY by certified mail of the commencement of a voluntary or involuntary bankruptcy proceeding, naming the applicant as debtor, within ten days of commencement of the proceeding.</li>   <li>b. A stipulation that the applicant shall agree that the sale, assignment in fact or at law, or such other transfer of applicant’s financial interest in the WIND FARM shall in no way affect or change applicant’s obligation to continue to comply with the terms of this agreement. Any successor or assignee shall assume the terms, covenants and obligations of this Agreement and agrees to assume all reclamation liability and responsibility for the WIND FARM.</li>   <li>c. Authorization for the GOVERNING BODY and its authorized representatives for right of entry onto the WIND FARM premises for the purpose of inspecting</li> </ol> </li> </ol>	<ol style="list-style-type: none"> <li>1. The applicant shall submit a signed site reclamation plan conforming to the requirements of paragraph 6.1.1 A. <u>and matching the overall deconstruction and land restoration requirements of the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.</u></li>   <li>2. In addition to the purposes listed in subparagraph 6.1.1 A.4. the reclamation agreement shall also include provisions for anticipated repairs for any public STREET used for the purpose of reclamation of the WIND FARM and all costs related to removal of access driveways.</li>   <li>3. The Site Reclamation Plan required in paragraph 6.1.1 A. shall also include the following:             <ol style="list-style-type: none"> <li>a. A stipulation that the applicant shall notify the GOVERNING BODY by certified mail of the commencement of a voluntary or involuntary bankruptcy proceeding, naming the applicant as debtor, within ten days of commencement of the proceeding.</li>   <li>b. A stipulation that the applicant shall agree that the sale, assignment in fact or at law, or such other transfer of applicant’s financial interest in the WIND FARM shall in no way affect or change applicant’s obligation to continue to comply with the terms of this agreement. Any successor or assignee shall assume the terms, covenants and obligations of this Agreement and agrees to assume all reclamation liability and responsibility for the WIND FARM.</li>   <li>c. Authorization for the GOVERNING BODY and its authorized representatives for right of entry onto the WIND FARM premises for the purpose of inspecting</li> </ol> </li> </ol>
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## WIND FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>P. Standard Condition for Decommissioning Plan and Site Reclamation Plan</b> <i>(continued)</i></p> <p style="padding-left: 40px;">the methods of reclamation or for performing actual reclamation if necessary.</p> <p style="padding-left: 20px;">d. A stipulation that at such time as decommissioning takes place, the Applicant or it’s successors in interest are required to enter into a Roadway Use and Repair Agreement with the relevant highway authority.</p> <p style="padding-left: 20px;">e. A stipulation that the Applicant shall provide evidence of any new, additional, or substitute financing or security agreement to the Zoning Administrator throughout the operating lifetime of the project.</p> <p style="padding-left: 20px;">f. A stipulation that the Applicant shall be obliged to perform the work in the site reclamation plan before abandoning the WIND FARM or prior to ceasing production of electricity from the WIND FARM, 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 obligation to perform the reclamation work shall constitute a covenant running with the land.</p> <p style="padding-left: 20px;">g. The 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 service fees; and the costs of preparing request for proposals and bidding documents</p>	<p style="padding-left: 40px;">the methods of reclamation or for performing actual reclamation if necessary.</p> <p style="padding-left: 20px;">d. A stipulation that at such time as decommissioning takes place, the Applicant or it’s successors in interest are required to enter into a Roadway Use and Repair Agreement with the relevant highway authority.</p> <p style="padding-left: 20px;">e. A stipulation that the Applicant shall provide evidence of any new, additional, or substitute financing or security agreement to the Zoning Administrator throughout the operating lifetime of the project.</p> <p style="padding-left: 20px;">f. A stipulation that the Applicant shall be obliged to perform the work in the site reclamation plan before abandoning the WIND FARM or prior to ceasing production of electricity from the WIND FARM, 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 obligation to perform the reclamation work shall constitute a covenant running with the land.</p> <p style="padding-left: 20px;">g. The 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 service fees; and the costs of preparing request for proposals and bidding documents</p>
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## WIND FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>P. Standard Condition for Decommissioning Plan and Site Reclamation Plan</b> <i>(continued)</i></p> <p>required to comply with State law or Champaign County purchasing policies.</p> <p>h. The depth of removal of foundation concrete below ground shall be a minimum of 54 inches. The depth of removal of foundation concrete shall be certified in writing by an Illinois Licensed Professional Engineer and the certification shall be submitted to the Zoning Administrator.</p> <p>i. The hole resulting from the removal of foundation concrete during decommissioning shall be backfilled as follows:</p> <p>(1) The excavation resulting from the removal of foundation concrete shall only be backfilled with subsoil and topsoil in similar depths and similar types as existed at the time of the original WIND FARM construction except that a lesser quality topsoil or a combination of a lesser quality topsoil and a subsoil that is similar to the native subsoil may be used at depths corresponding to the native subsoil but not less than 12 inches below grade.</p> <p>(2) The native soils excavated at the time of the original WIND FARM construction may be used to backfill the concrete foundation excavations at the time of decommissioning provided that the soils are adequately stored throughout the operating lifetime of the</p>	<p>required to comply with State law or Champaign County purchasing policies.</p> <p>h. The depth of removal of foundation concrete below ground shall be <u>a minimum of 54 inches as required in the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture</u>. The depth of removal of foundation concrete shall be certified in writing by an Illinois Licensed Professional Engineer and the certification shall be submitted to the Zoning Administrator.</p> <p>i. The hole resulting from the removal of foundation concrete during decommissioning shall be backfilled <u>as follows: as required in the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.</u></p> <p><u>(1) The excavation resulting from the removal of foundation concrete shall only be backfilled with subsoil and topsoil in similar depths and similar types as existed at the time of the original WIND FARM construction except that a lesser quality topsoil or a combination of a lesser quality topsoil and a subsoil that is similar to the native subsoil may be used at depths corresponding to the native subsoil but not less than 12 inches below grade.</u></p> <p><u>(2) The native soils excavated at the time of the original WIND FARM construction may be used to backfill the concrete foundation excavations at the time of decommissioning provided that the soils are adequately stored throughout the operating lifetime of the</u></p>
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## WIND FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>P. Standard Condition for Decommissioning Plan and Site Reclamation Plan</b> <i>(continued)</i></p> <p style="padding-left: 40px;">WIND FARM. The methods for storing the excavated native soils during the operating lifetime of the WIND FARM shall be included in the site reclamation plan.</p> <p style="padding-left: 20px;">(3) If the excavated native soils are not stored for use for backfilling the concrete foundation excavations, a qualified soil scientist or Illinois Licensed Professional Engineer shall certify that the actual soils used to backfill the concrete foundation excavations are of equal or greater quality than the native soils or that, in the case of subsoil, the backfill soil meets the requirements of this paragraph. The certification shall be submitted to the Zoning Administrator.</p> <p style="padding-left: 20px;">(4) An Illinois Licensed Professional Engineer shall certify in writing that the concrete foundation excavations have been backfilled with soil to such a depth and with a minimum of compaction that is consistent with the restoration of productive agricultural use such that the depth of soil is expected to be no less than 54 inches within one year after backfilling.</p> <p style="padding-left: 20px;">j. A stipulation that should the site reclamation plan be deemed invalid by a court of competent jurisdiction the WIND FARM SPECIAL USE Permit shall be deemed void.</p> <p style="padding-left: 20px;">k. A stipulation that the Applicant’s obligation to complete the site reclamation plan and to pay all</p>	<p style="padding-left: 40px;"><del>WIND FARM. The methods for storing the excavated native soils during the operating lifetime of the WIND FARM shall be included in the site reclamation plan.</del></p> <p style="padding-left: 20px;"><del>(3) If the excavated native soils are not stored for use for backfilling the concrete foundation excavations, a qualified soil scientist or Illinois Licensed Professional Engineer shall certify that the actual soils used to backfill the concrete foundation excavations are of equal or greater quality than the native soils or that, in the case of subsoil, the backfill soil meets the requirements of this paragraph. The certification shall be submitted to the Zoning Administrator.</del></p> <p style="padding-left: 20px;"><del>(4) An Illinois Licensed Professional Engineer shall certify in writing that the concrete foundation excavations have been backfilled with soil to such a depth and with a minimum of compaction that is consistent with the restoration of productive agricultural use such that the depth of soil is expected to be no less than 54 inches within one year after backfilling.</del></p> <p style="padding-left: 20px;">j. A stipulation that should the site reclamation plan be deemed invalid by a court of competent jurisdiction the WIND FARM SPECIAL USE Permit shall be deemed void.</p> <p style="padding-left: 20px;">k. A stipulation that the Applicant’s obligation to complete the site reclamation plan and to pay all</p>
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## WIND FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>P. Standard Condition for Decommissioning Plan and Site Reclamation Plan</b> <i>(continued)</i></p> <p style="padding-left: 40px;">associated costs shall be independent of the Applicant’s obligation to provide financial assurance.</p> <p style="padding-left: 20px;">l. A stipulation that the liability of the Applicant’s failure to complete the site reclamation plan or any breach of the site reclamation plan requirement shall not be capped by the amount of the financial assurance.</p> <p style="padding-left: 20px;">m. 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 WIND FARM begins to produce electricity, 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.</p> <p style="padding-left: 20px;">4. To comply with paragraph 6.1.1A.5., the Applicant shall provide financial assurance in the form of an irrevocable letter of credit and an escrow account as follows:</p> <p style="padding-left: 40px;">a. At the time of SPECIAL USE Permit approval the amount of financial assurance to be provided for the site reclamation plan shall be 210% of the decommissioning costs as determined in the independent engineer’s cost estimate to complete</p>	<p style="padding-left: 40px;">associated costs shall be independent of the Applicant’s obligation to provide financial assurance.</p> <p style="padding-left: 20px;">l. A stipulation that the liability of the Applicant’s failure to complete the site reclamation plan or any breach of the site reclamation plan requirement shall not be capped by the amount of the financial assurance.</p> <p style="padding-left: 20px;">m. 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 WIND FARM begins to produce electricity, 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.</p> <p style="padding-left: 20px;">4. To comply with paragraph 6.1.1A.5., the Applicant shall provide financial assurance in the form of <b>an irrevocable letter of credit and</b> an escrow account as follows:</p> <p style="padding-left: 40px;">a. <b>At the time of SPECIAL USE Permit approval the amount of financial assurance to be provided for the site reclamation plan shall be 210% of the decommissioning costs as determined in the independent engineer’s cost estimate to complete</b></p>
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## WIND FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

**P. Standard Condition for Decommissioning Plan and Site Reclamation Plan** *(continued)*

the decommissioning work described in Section 6.1.1 A.4.a. and 6.1.1A.4.b and 6.1.1A.4.c.

the decommissioning work described in Section 6.1.1 A.4.a. and 6.1.1A.4.b and 6.1.1A.4.c. No Zoning Use Permit to authorize construction of the WIND FARM shall be authorized by the Zoning Administrator until the WIND FARM owner shall provide the COUNTY with financial assurance to cover ~~12.5%~~ 10% of the decommissioning and site reclamation 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 WIND FARM Owner shall provide the COUNTY with Financial Assurance to cover ~~62.5%~~ 50% of the decommissioning cost and site reclamation 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 WIND FARM Owner shall provide the COUNTY with Financial Assurance to cover ~~125%~~ 100% of the decommissioning and site reclamation 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. and as determined in the updated decommissioning and site reclamation plan filed with the County on or before the end of the tenth year of commercial operation.

## WIND FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>P. Standard Condition for Decommissioning Plan and Site Reclamation Plan</b> <i>(continued)</i></p> <p style="padding-left: 40px;">b. Net salvage value may be deducted from decommissioning costs as follows:</p> <p style="padding-left: 80px;">(1) One of the following standards shall be met:</p> <p style="padding-left: 120px;">i. The Applicant shall maintain the WIND FARM TOWERS 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</p> <p style="padding-left: 120px;">ii. The Applicant shall deduct from the salvage value credit the amount of any lien or encumbrance on each WIND FARM TOWER; or</p> <p style="padding-left: 120px;">iii. Any and all financing and/or financial security agreements entered into by the Applicant shall expressly provide that the agreements are subject to the covenant required by Section 6.1.1A.2 that the reclamation work be done.</p> <p style="padding-left: 80px;">(2) The applicant shall provide proof of compliance with paragraph 6.1.4 P.4(b)(1) prior to 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.</p> <p style="padding-left: 80px;">(3) The Applicant shall provide in the site reclamation plan for legal transfer of the STRUCTURE to the demolisher to pay the</p>	<p style="padding-left: 40px;"><del>b.d.</del> Net salvage value may be deducted from decommissioning costs as follows:</p> <p style="padding-left: 80px;">(1) One of the following standards shall be met:</p> <p style="padding-left: 120px;">i. The Applicant shall maintain the WIND FARM TOWERS 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</p> <p style="padding-left: 120px;">ii. The Applicant shall deduct from the salvage value credit the amount of any lien or encumbrance on each WIND FARM TOWER; or</p> <p style="padding-left: 120px;">iii. Any and all financing and/or financial security agreements entered into by the Applicant shall expressly provide that the agreements are subject to the covenant required by Section 6.1.1A.2 that the reclamation work be done.</p> <p style="padding-left: 80px;">(2) The applicant shall provide proof of compliance with paragraph 6.1.5 L.4(b)(1) prior to 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.</p> <p style="padding-left: 80px;">(3) The Applicant shall provide in the site reclamation plan for legal transfer of the STRUCTURE to the demolisher to pay the</p>
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## WIND FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>P. Standard Condition for Decommissioning Plan and Site Reclamation Plan</b> <i>(continued)</i></p> <p>costs of reclamation work, should the reclamation work be performed.</p> <p>(4) 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 or for simple disposal and other similar costs including but not limited to the decommissioning of the tower, the hub assembly, the bed plate, the nacelle, the turbine, the blades, the tower cabling and internal wiring, the transformers, the foundation, the access roads.</p> <p>(5) 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 judgment as to anticipated changes in salvage prices prior to the next update of estimated net salvage value.</p> <p>(6) The deduction from the estimated decommissioning costs for net estimated salvage value shall be capped at 70% of the total net estimated salvage value even though the total actual salvage value shall be available in the event that decommissioning is actually required.</p>	<p>costs of reclamation work, should the reclamation work be performed.</p> <p>(4) 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 or for simple disposal and other similar costs including but not limited to the decommissioning of the tower, the hub assembly, the bed plate, the nacelle, the turbine, the blades, the tower cabling and internal wiring, the transformers, the foundation, the access roads.</p> <p>(5) 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 judgment as to anticipated changes in salvage prices prior to the next update of estimated net salvage value.</p> <p>(6) <span style="background-color: yellow;">The deduction from the estimated decommissioning costs for net estimated salvage value shall be capped at 70% of the total net estimated salvage value even though the total actual salvage value shall be available in the event that decommissioning is actually required.</span></p>
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## WIND FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>P. Standard Condition for Decommissioning Plan and Site Reclamation Plan</b> <i>(continued)</i></p> <p>(7) The credit for net estimated salvage value attributable to any WIND FARM TOWER may not exceed the estimated cost of removal of the above-ground portion of that WIND FARM TOWER on the subject site.</p> <p>c. The GOVERNING BODY has the right to require multiple letters of credit based on the regulations governing federal insurance for deposits.</p> <p>d. The Applicant shall adjust the amount of the financial assurance to ensure that it reflects current and accurate information as follows:</p> <p>(1) At least once every three years for the first 12 years of the financial assurance and at least once every year thereafter the Applicant 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 shall, upon receipt, provide a copy of the adjusted Professional Engineer’s report to the Zoning Administrator.</p>	<p><del>(7) The credit for net estimated salvage value attributable to any WIND FARM TOWER may not exceed the estimated cost of removal of the above-ground portion of that WIND FARM TOWER on the subject site.</del></p> <p><b>ee.</b> The GOVERNING BODY has the right to require multiple letters of credit based on the regulations governing federal insurance for deposits.</p> <p><b>ef.</b> The Applicant <b>and its successors in interest</b> shall adjust the amount of the financial assurance to ensure that it reflects current and accurate information as follows:</p> <p><b>(1)</b> <u>At least once every three years for the first 12 years of the financial assurance and at least once every year thereafter the Applicant 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 shall, upon receipt, provide a copy of the adjusted Professional Engineer’s report to the Zoning Administrator. The Applicant or its successors in interest shall file an updated decommissioning and site reclamation plan with the County on or before the end of the tenth year of commercial operation.</u></p> <p><b>(2)</b> <u>The County shall reevaluate the estimated costs of decommissioning and site reclamation every five years after the tenth</u></p>
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## WIND FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>P. Standard Condition for Decommissioning Plan and Site Reclamation Plan</b> <i>(continued)</i></p> <p style="margin-left: 40px;">(2) At all times the total combined value of the irrevocable letter of credit and the escrow account shall equal or exceed the amount of the independent engineer’s cost estimate as increased by known and documented rates of inflation since the WIND FARM was approved; and an amount for any future years left in the anticipated 25 year life span of the WIND FARM at an assumed minimum rate of inflation of 3% per year.</p> <p style="margin-left: 40px;">e. The applicant or WIND FARM owner shall gradually pay down the value of the irrevocable letter of credit by placing cash deposits in an escrow account over the first 13 years of the WIND FARM operation as follows:</p> <p style="margin-left: 80px;">(1) The applicant or WIND FARM owner and the GOVERNING BODY shall agree on a mutually acceptable financial institution at which an escrow account shall be established.</p> <p style="margin-left: 80px;">(2) The GOVERNING BODY shall be the beneficiary of the escrow account for the purpose of the reclamation of the WIND FARM in the event that the WIND FARM owner is incapable of decommissioning the WIND FARM.</p>	<p style="text-align: right; margin-right: 40px;">anniversary of the commercial operation date. The solar farm owner shall provide an updated estimated cost of decommissioning and site reclamation that is provided by an independent Illinois licensed professional engineer.</p> <p style="margin-left: 40px;">(3) At all times after the tenth anniversary of the commercial operation date, the total combined value of the irrevocable letter of credit and the escrow account shall equal or exceed the amount of the independent engineer’s cost estimate as increased by known and documented rates of inflation since the WIND FARM was approved; and an amount for any future years left in the anticipated 25 year life span of the WIND FARM at an assumed minimum rate of inflation of 3% per year.</p> <p style="margin-left: 40px;">eg. The applicant or WIND FARM owner shall gradually pay down the value of the irrevocable letter of credit by placing cash deposits in an escrow account over the first 13 years of the WIND FARM operation provide an escrow account as follows:</p> <p style="margin-left: 80px;">(1) The applicant or WIND FARM owner and the GOVERNING BODY shall agree on a mutually acceptable financial institution at which an escrow account shall be established.</p> <p style="margin-left: 80px;">(2) The GOVERNING BODY shall be the beneficiary of the escrow account for the purpose of the reclamation of the WIND FARM in the event that the WIND FARM owner is incapable of decommissioning the WIND FARM.</p>
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## WIND FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>P. Standard Condition for Decommissioning Plan and Site Reclamation Plan</b> <i>(continued)</i></p> <p>(3) The applicant or WIND FARM owner shall grant perfected security in the escrow account by use of a control agreement establishing the County as an owner of record, pursuant to the Secured Transit Article of the Uniform Commercial Code, 810 ILCS 9/101 <i>et seq.</i></p> <p>(4) The applicant or WIND FARM owner shall make annual deposits to the escrow account over a 12 year period and shall simultaneously provide a replacement irrevocable letter of credit that is reduced accordingly.</p> <p>(5) At all times the total combined value of the irrevocable letter of credit and the escrow account shall be increased annually as necessary to reflect actual rates of inflation over the life span of the WIND FARM and the amount shall be equal to or exceed the following:</p> <ul style="list-style-type: none"> <li>i. the amount of the independent engineer’s cost estimate as increased by known and documented rates of inflation since the WIND FARM was approved; plus</li> <li>ii. an amount for any future years left in the anticipated life span of the WIND FARM at an assumed minimum rate of inflation of 3% per year.</li> </ul>	<p>(3) The applicant or WIND FARM owner shall grant perfected security in the escrow account by use of a control agreement establishing the County as an owner of record, pursuant to the Secured Transit Article of the Uniform Commercial Code, 810 ILCS 9/101 <i>et seq.</i></p> <p><del>(4) The applicant or WIND FARM owner shall make annual deposits to the escrow account over a 12 year period and shall simultaneously provide a replacement irrevocable letter of credit that is reduced accordingly.</del></p> <p><del>(5) At all times the total combined value of the irrevocable letter of credit and the escrow account shall be increased annually as necessary to reflect actual rates of inflation over the life span of the WIND FARM and the amount shall be equal to or exceed the following:</del></p> <ul style="list-style-type: none"> <li><del>i. the amount of the independent engineer’s cost estimate as increased by known and documented rates of inflation since the WIND FARM was approved; plus</del></li> <li><del>ii. an amount for any future years left in the anticipated life span of the WIND FARM at an assumed minimum rate of inflation of 3% per year.</del></li> </ul>
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## WIND FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>P. Standard Condition for Decommissioning Plan and Site Reclamation Plan</b> <i>(continued)</i></p> <p style="padding-left: 40px;">(6) Any interest accrued on the escrow account that is over and above the total value required by subparagraph 6.1.4 P.3.(b) (4) shall go to the WIND FARM owner.</p> <p style="padding-left: 40px;">(7) In order to provide funding for decommissioning at the time of decommissioning, the WIND FARM applicant or WIND FARM owner may exchange a new irrevocable letter of credit in an amount equal to the amount in the escrow account in exchange for the GOVERNING BODY agreeing to a release of the full amount of the escrow account.</p> <p style="padding-left: 20px;">f. Should the salvage value of components be adjusted downward or the decommissioning costs adjusted upward pursuant to paragraph 6.1.4P.4.(d), the amount to be placed in the escrow account pursuant to this paragraph 6.1.4P.4. shall be increased to reflect the adjustment, as if the adjusted estimate were the initial estimate.</p> <p style="padding-left: 20px;">g. Any financial assurance required per the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.4R. shall count towards the total financial assurance required for compliance with paragraph 6.1.1A.5.</p> <p style="padding-left: 20px;">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:</p>	<p style="padding-left: 40px;">(4) Any interest accrued on the escrow account that is over and above the total value required by subparagraph 6.1.5 P.4 shall go to the WIND FARM owner.</p> <p style="padding-left: 40px;">(5) In order to provide funding for decommissioning at the time of decommissioning, the WIND FARM applicant or WIND FARM owner may exchange a new irrevocable letter of credit in an amount equal to the amount in the escrow account in exchange for the GOVERNING BODY agreeing to a release of the full amount of the escrow account.</p> <p style="padding-left: 20px;">fh. Should the salvage value of components be adjusted downward or the decommissioning costs adjusted upward pursuant to paragraph 6.1.5 L.4.(d), the amount to be placed in the escrow account pursuant to this paragraph 6.1.5 L.4. shall be increased to reflect the adjustment, as if the adjusted estimate were the initial estimate.</p> <p style="padding-left: 20px;">gi. Any financial assurance required per the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.5 M. shall count towards the total financial assurance required for compliance with paragraph 6.1.1A.5.</p> <p style="padding-left: 20px;"><del>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:</del></p>
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## WIND FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>P. Standard Condition for Decommissioning Plan and Site Reclamation Plan</b> <i>(continued)</i></p> <p>a. In the event that any WIND FARM TOWER or component thereof ceases to be functional for more than six consecutive months after it starts producing electricity and the Owner is not diligently repairing such WIND FARM TOWER or component.</p> <p>b. In the event that the Owner declares any wind turbine or other component to be functionally obsolete for tax purposes.</p> <p>c. There is a delay in the construction of any WIND FARM TOWER of more than 6 months after construction on that WIND FARM TOWER begins.</p> <p>d. Any WIND FARM TURBINE 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.</p> <p>e. Any WIND FARM TURBINE is otherwise derelict for a period of 6 months.</p> <p>f. The WIND FARM is in violation of the terms of the WIND FARM SPECIAL USE permit for a period exceeding ninety (90) days.</p> <p>g. The Applicant 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 site reclamation plan.</p> <p>h. The COUNTY discovers any material misstatement of fact or misleading omission of fact made by the Applicant in the course of the SPECIAL USE Permit zoning case.</p>	<p>a. In the event that any WIND FARM TOWER or component thereof ceases to be functional for more than six consecutive months after it starts producing electricity and the Owner is not diligently repairing such WIND FARM TOWER or component.</p> <p>b. In the event that the Owner declares any wind turbine or other component to be functionally obsolete for tax purposes.</p> <p>c. There is a delay in the construction of any WIND FARM TOWER of more than 6 months after construction on that WIND FARM TOWER begins.</p> <p>d. Any WIND FARM TURBINE 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.</p> <p>e. Any WIND FARM TURBINE is otherwise derelict for a period of 6 months.</p> <p>f. The WIND FARM is in violation of the terms of the WIND FARM SPECIAL USE permit for a period exceeding ninety (90) days.</p> <p>g. The Applicant 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 site reclamation plan.</p> <p>h. The COUNTY discovers any material misstatement of fact or misleading omission of fact made by the Applicant in the course of the SPECIAL USE Permit zoning case.</p>
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## WIND FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>P. Standard Condition for Decommissioning Plan and Site Reclamation Plan</b> <i>(continued)</i></p> <ul style="list-style-type: none"> <li style="margin-bottom: 10px;">i. The Applicant has either failed to receive a copy of the certification of design compliance required by paragraph 6.1.4D.1.(a) 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.</li> <li style="margin-bottom: 10px;">6. The Zoning Administrator may, but is not required to, deem the WIND FARM abandoned, or the standards set forth in Section 6.1.4P.5. met, with respect to some, but not all, of the WIND FARM TURBINES in the WIND FARM. In that event the Zoning Administrator may draw upon the financial assurance to perform the reclamation work as to those WIND FARM TURBINES only. Upon completion of that reclamation work, the salvage value and reclamation costs shall be recalculated as to the remaining WIND FARM TURBINES in the WIND FARM.</li> <li>7. The 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.</li> </ul>	<ul style="list-style-type: none"> <li style="margin-bottom: 10px;">i. <del>The Applicant has either failed to receive a copy of the certification of design compliance required by paragraph 6.1.4D.1.(a) 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.</del></li> <li style="margin-bottom: 10px;"><b>65.</b> The Zoning Administrator may, but is not required to, deem the WIND FARM abandoned, <del>or the standards set forth in Section 6.1.5 L.5. met,</del> with respect to some, but not all, of the WIND FARM TURBINES in the WIND FARM. In that event the Zoning Administrator may draw upon the financial assurance to perform the reclamation work as to those WIND FARM TURBINES only. Upon completion of that reclamation work, the salvage value and reclamation costs shall be recalculated as to the remaining WIND FARM TURBINES in the WIND FARM.</li> <li><b>76.</b> The 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.</li> </ul>
<p><b>Q. Complaint Hotline</b></p> <ul style="list-style-type: none"> <li style="margin-bottom: 10px;">1. Prior to the commencement of construction on the WIND FARM 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.</li> <li>2. The telephone number hotline shall be publicized and posted at the operations and maintenance center and the construction marshalling yard.</li> </ul>	<p>No longer applies.</p>

## WIND FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>Q. Complaint Hotline</b> <i>(continued)</i></p> <p>3. The telephone number hotline shall be manned during usual business hours and shall be an answering recording service during other hours.</p> <p>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.</p> <p>5. All calls shall be recorded and the recording shall be saved for transcription for a minimum of two years.</p>	
<p><b>R. Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture</b></p> <p>1. If provided by state law, the Applicant shall enter into an Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.</p> <p>2. The Applicant shall bear full responsibility for coordinating any special conditions required in the SPECIAL USE Permit in order to ensure compliance with the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.</p> <p>3. All requirements of the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture shall become requirements of the COUNTY Board SPECIAL USE Permit.</p> <p>4. Champaign County shall have the right to enforce all requirements of the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.</p>	<p>1. <del>If provided by state law, the</del> <u>The</u> Applicant shall enter into an Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.</p> <p>2. The Applicant shall bear full responsibility for coordinating any special conditions required in the SPECIAL USE Permit in order to ensure compliance with the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.</p> <p>3. All requirements of the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture shall become requirements of the COUNTY Board SPECIAL USE Permit.</p> <p>4. Champaign County shall have the right to enforce all requirements of the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.</p>
<p><b>S. Standard Condition for Expiration of WIND FARM County Board SPECIAL USE Permit</b></p> <p>A WIND FARM County Board SPECIAL USE Permit designation shall expire pursuant to any time limit included in the Roadway Upgrade</p>	<p>No longer applies.</p>

## WIND FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>S. Standard Condition for Expiration of WIND FARM County Board SPECIAL USE Permit</b> <i>(continued)</i></p> <p>and Maintenance agreement required by paragraph 6.1.4 G. or in 10 years if no Zoning Use Permit is granted.</p>	
<p><b>T. Application Requirements</b></p> <p>1. In addition to all other information required on the SPECIAL USE Permit application and required by Section 9.1.1 A.2. the application shall contain or be accompanied by the following information:</p> <p style="margin-left: 20px;">a. A WIND FARM Project Summary, including, to the extent available:</p> <p style="margin-left: 40px;">(1) A general description of the project, including its approximate name plate generating capacity; the potential equipment manufacturer(s), type(s) of wind turbines, number of wind turbines, and name plate generating capacity of each wind turbine; the maximum height of the WIND FARM TOWER(S); and the maximum diameter of the WIND FARM TOWER rotor(s).</p> <p style="margin-left: 40px;">(2) The specific proposed location of the WIND FARM including all tax parcels on which the WIND FARM will be constructed.</p> <p style="margin-left: 40px;">(3) The specific proposed location of all tax parcels required to be included in the WIND FARM County Board SPECIAL USE Permit.</p> <p style="margin-left: 40px;">(4) A description of the applicant; Owner and Operator, including their respective business structures.</p> <p style="margin-left: 20px;">b. The name(s), address(es), and phone number(s) of the applicant(s), Owner and Operator, and all</p>	<p>1. In addition to all other information required on the SPECIAL USE Permit application and required by Section 9.1.1 A.2. the application shall contain or be accompanied by the following information:</p> <p style="margin-left: 20px;">a. A WIND FARM Project Summary, including, to the extent available:</p> <p style="margin-left: 40px;">(1) A general description of the project, including its approximate name plate generating capacity; the potential equipment manufacturer(s), type(s) of wind turbines, number of wind turbines, and name plate generating capacity of each wind turbine; the maximum height of the WIND FARM TOWER(S); and the maximum diameter of the WIND FARM TOWER rotor(s).</p> <p style="margin-left: 40px;">(2) The specific proposed location of the WIND FARM including all tax parcels on which the WIND FARM will be constructed.</p> <p style="margin-left: 40px;">(3) The specific proposed location of all tax parcels required to be included in the WIND FARM County Board SPECIAL USE Permit.</p> <p style="margin-left: 40px;">(4) A description of the applicant; Owner and Operator, including their respective business structures.</p> <p style="margin-left: 20px;">b. The name(s), address(es), and phone number(s) of the applicant(s), Owner and Operator, and all</p>

## WIND FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>T. Application Requirements</b> <i>(continued)</i></p> <p>property owner(s) for the WIND FARM County Board SPECIAL USE Permit.</p> <p style="margin-left: 40px;">c. A site plan for the installation of all WIND FARM TOWERS indicating the following:</p> <ol style="list-style-type: none"> <li>(1) The approximate planned location of each WIND FARM TOWER, other PRINCIPAL STRUCTURES, property lines (including identification of adjoining properties), required separations, public access roads and turnout locations, substation(s), electrical cabling from the WIND FARM TOWER to the Substation(s), ancillary equipment, third party transmission lines, maintenance and management facilities, and layout of all structures within the geographical boundaries of any applicable setback.</li> <li>(2) The site plan shall clearly indicate the area of the proposed WIND FARM County Board SPECIAL USE Permit as required by subparagraph 6.1.4 A.1.</li> <li>(3) The separation of all WIND FARM structures from adjacent NON-PARTICIPATING DWELLINGS OR PRINCIPAL BUILDINGS or uses shall be shown or dimensioned on the approved site plan for the SPECIAL USE Permit unless the Board authorizes a lesser separation in a special condition of approval or any required and duly authorized waivers of paragraph 6.1.4C. Authorization of a separation of less than 90% of that indicated on the approved site plan for the SPECIAL USE Permit shall require an updated noise study meeting the requirements of paragraph</li> </ol>	<p>property owner(s) for the WIND FARM County Board SPECIAL USE Permit.</p> <p style="margin-left: 40px;">c. A site plan for the installation of all WIND FARM TOWERS indicating the following:</p> <ol style="list-style-type: none"> <li>(1) The approximate planned location of each WIND FARM TOWER, other PRINCIPAL STRUCTURES, property lines (including identification of adjoining properties), required separations, public access roads and turnout locations, substation(s), electrical cabling from the WIND FARM TOWER to the Substation(s), ancillary equipment, third party transmission lines, maintenance and management facilities, and layout of all structures within the geographical boundaries of any applicable setback.</li> <li><del>(2) The site plan shall clearly indicate the area of the proposed WIND FARM County Board SPECIAL USE Permit as required by subparagraph 6.1.4 A.1.</del></li> <li><del>(3)</del> The separation of all WIND FARM structures from adjacent NON-PARTICIPATING DWELLINGS OR PRINCIPAL BUILDINGS or uses shall be shown or dimensioned on the approved site plan for the SPECIAL USE Permit unless the Board authorizes a lesser separation in a special condition of approval or any required and duly authorized waivers of paragraph 6.1.4C. Authorization of a separation of less than 90% of that indicated on the approved site plan for the SPECIAL USE Permit shall require an updated noise study meeting the requirements of paragraph</li> </ol>
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## WIND FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>T. Application Requirements</b> <i>(continued)</i></p> <p>6.1.4I. to be submitted with the Zoning Use Permit application. WIND FARM structures include WIND FARM TOWERS, substations, third party transmission lines, maintenance and management facilities, or other significant structures.</p> <p>d. The Applicant shall include a copy of the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture with the Zoning Use Permit Application to authorize construction.</p> <p>e. All other required studies, reports, certifications, and approvals demonstrating compliance with the provisions of this Ordinance.</p> <p>2. The applicant shall notify the COUNTY of any changes to the information provided above that occurs while the County Board SPECIAL USE Permit application is pending.</p>	<p>6.1.4I. to be submitted with the Zoning Use Permit application. WIND FARM structures include WIND FARM TOWERS, substations, third party transmission lines, maintenance and management facilities, or other significant structures.</p> <p>d. The Applicant shall include a copy of the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture with the Zoning Use Permit Application to authorize construction.</p> <p>e. All other required studies, reports, certifications, and approvals demonstrating compliance with the provisions of this Ordinance.</p> <p>2. The applicant shall notify the COUNTY of any changes to the information provided above that occurs while the County Board SPECIAL USE Permit application is pending.</p>
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**PV SOLAR FARM ORDINANCE COMPARISON**

Revised text since 3/9/23 ELUC meeting

<p align="center"><b>Prior to Public Act 102-1123</b></p>	<p align="center"><b>After Public Act 102-1123</b></p>
<p>PV SOLAR FARM County BOARD SPECIAL USE Permit may only be authorized in the AG-1 Agriculture or the AG-2 Agriculture, Zoning DISTRICT</p>	<p>PV SOLAR FARM SPECIAL USE Permit may only be authorized in the AG-1 Agriculture, AG-2 Agriculture, I-1 Light Industry, and I-2 Heavy Industry Zoning DISTRICTS</p>
<p>A. In what follows, PV SOLAR FARM should be understood to include COMMUNITY PV SOLAR FARM unless specified otherwise in the relevant section or paragraph.</p>	<p>No change.</p>
<p><b>B. General Standard Conditions</b>                      (1) The area of the PV SOLAR FARM County BOARD SPECIAL USE Permit must include the following minimum areas:                      a. All land that will be exposed to a noise level greater than that authorized to Class A land as established by 35 Ill. Admin. Code Parts 900, 901 and 910 under paragraph 6.1.5I.                      b. All necessary access lanes or driveways and any required new PRIVATE ACCESSWAYS. For purposes of determining the minimum area of the SPECIAL USE Permit, access lanes or driveways shall be provided a minimum 40 feet wide area.                      c. All necessary PV SOLAR FARM STRUCTURES and ACCESSORY STRUCTURES including electrical distribution lines, inverters, transformers, common switching stations, and substations not under the ownership of a PUBLICLY REGULATED UTILITY and all waterwells that will provide water for the PV SOLAR FARM. For purposes of determining the minimum area of the SPECIAL USE Permit, underground cable installations shall be provided a minimum 40 feet wide area.                      d. All aboveground STRUCTURES and facilities shall be of a type and shall be located in a manner that is consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.5R.</p>	<p><b>B. General Standard Conditions</b>                      (1) The area of the PV SOLAR FARM County BOARD SPECIAL USE Permit must include the following minimum areas:                      a. All land that will be exposed to a noise level greater than that authorized to Class A land as established by 35 Ill. Admin. Code Parts 900, 901 and 910 under paragraph 6.1.5I.                      b. All necessary access lanes or driveways and any required new PRIVATE ACCESSWAYS. For purposes of determining the minimum area of the SPECIAL USE Permit, access lanes or driveways shall be provided a minimum 40 feet wide area.                      c. All necessary PV SOLAR FARM STRUCTURES and ACCESSORY STRUCTURES including electrical distribution lines, inverters, transformers, common switching stations, and substations not under the ownership of a PUBLICLY REGULATED UTILITY and all waterwells that will provide water for the PV SOLAR FARM. For purposes of determining the minimum area of the SPECIAL USE Permit, underground cable installations shall be provided a minimum 40 feet wide area.                      d. All aboveground STRUCTURES and facilities shall be of a type and shall be located in a manner that is consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.5R.</p>

## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>B. General Standard Conditions</b></p> <p>(2) The PV SOLAR FARM County BOARD SPECIAL USE Permit shall not be located in the following areas:</p> <p style="margin-left: 20px;">a. Less than one and one-half miles from an incorporated municipality that has a zoning ordinance except for any power lines of 34.5 kVA or less and any related proposed connection to an existing substation. Any request for a waiver of this minimum separation shall include the following:</p> <p style="margin-left: 40px;">(a) No part of a PV SOLAR FARM shall be located within a contiguous growth area (CUGA) as indicated in the most recent update of the CUGA in the Champaign County Land Resource Management Plan, and there shall be a separation of one-half mile from a proposed PV SOLAR FARM to a municipal boundary at the time of application for the SPECIAL USE Permit.</p> <p style="margin-left: 40px;">(b) The ZONING ADMINISTRATOR shall notify in writing any municipality that is located within one and one-half miles from any proposed PV SOLAR FARM upon the receipt of any substantial PV SOLAR FARM SPECIAL USE permit application in addition to any notice otherwise required.</p> <p style="margin-left: 40px;">(c) The PV SOLAR FARM SPECIAL USE Permit application shall include documentation that the applicant has provided a complete copy of the SPECIAL USE Permit application to any municipality within one and one-half miles of the proposed PV SOLAR FARM.</p>	<p>(2) The PV SOLAR FARM County BOARD SPECIAL USE Permit shall not be located in the following areas:</p> <p style="margin-left: 20px;">a. Less than one and one-half miles from an incorporated municipality that has a zoning ordinance except for any power lines of 34.5 kVA or less and any related proposed connection to an existing substation. <del>Any request for a waiver of this minimum separation shall include the following:</del></p> <p style="margin-left: 40px;"><del>(a) No part of a PV SOLAR FARM shall be located within a contiguous growth area (CUGA) as indicated in the most recent update of the CUGA in the Champaign County Land Resource Management Plan, and there shall be a separation of one-half mile from a proposed PV SOLAR FARM to a municipal boundary at the time of application for the SPECIAL USE Permit.</del></p> <p style="margin-left: 40px;"><del>(b) The ZONING ADMINISTRATOR shall notify in writing any municipality that is located within one and one-half miles from any proposed PV SOLAR FARM upon the receipt of any substantial PV SOLAR FARM SPECIAL USE permit application in addition to any notice otherwise required.</del></p> <p style="margin-left: 40px;"><del>(c) The PV SOLAR FARM SPECIAL USE Permit application shall include documentation that the applicant has provided a complete copy of the SPECIAL USE Permit application to any municipality within one and one-half miles of the proposed PV SOLAR FARM.</del></p>
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## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>B. General Standard Conditions</b></p> <p>(d) Municipal subdivision approval for any PV SOLAR FARM land lease exceeding five years may be required by any relevant municipal authority that has an adopted comprehensive plan and when required said subdivision approval shall be necessary for compliance with Section 13.2.1.</p> <p>(e) The public hearing for any proposed PV SOLAR FARM that is located within one and one-half miles of a municipality that has a zoning ordinance shall occur at a minimum of two Board meetings that are not less than 28 days apart to provide time for municipal comments during the public hearing, unless the 28 day comment period is waived in writing by any relevant municipality.</p> <p>(f) For any proposed PV SOLAR FARM that is located within one and one-half miles of a municipality that has a zoning ordinance, the ZONING ADMINISTRATOR shall notify said municipality of the recommendation by the BOARD after the close of the public hearing.</p> <p>(g) After the initial review of the BOARD recommendation for the PV SOLAR FARM SPECIAL USE Permit by the Environment and Land Use Committee of the COUNTY BOARD, if the Environment and Land Use Committee makes a preliminary determination to accept the BOARD recommendation, the PV SOLAR FARM SPECIAL USE Permit shall remain at the Environment and Land Use Committee for a maximum 30-day comment period, or until the next regularly scheduled meeting, to</p>	<p><del>(d) Municipal subdivision approval for any PV SOLAR FARM land lease exceeding five years may be required by any relevant municipal authority that has an adopted comprehensive plan and when required said subdivision approval shall be necessary for compliance with Section 13.2.1.</del></p> <p><del>(e) The public hearing for any proposed PV SOLAR FARM that is located within one and one-half miles of a municipality that has a zoning ordinance shall occur at a minimum of two Board meetings that are not less than 28 days apart to provide time for municipal comments during the public hearing, unless the 28 day comment period is waived in writing by any relevant municipality.</del></p> <p><del>(f) For any proposed PV SOLAR FARM that is located within one and one-half miles of a municipality that has a zoning ordinance, the ZONING ADMINISTRATOR shall notify said municipality of the recommendation by the BOARD after the close of the public hearing.</del></p> <p><del>(g) After the initial review of the BOARD recommendation for the PV SOLAR FARM SPECIAL USE Permit by the Environment and Land Use Committee of the COUNTY BOARD, if the Environment and Land Use Committee makes a preliminary determination to accept the BOARD recommendation, the PV SOLAR FARM SPECIAL USE Permit shall remain at the Environment and Land Use Committee for a maximum 30-day comment period, or until the next regularly scheduled meeting, to</del></p>
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## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>B. General Standard Conditions</b></p> <p>allow comments regarding the PV SOLAR FARM SPECIAL USE Permit to be received from any relevant municipal authority prior to the Environment and Land Use Committee recommendation to the COUNTY BOARD, unless the municipal comment period is waived in writing by any relevant municipality. If a PV SOLAR FARM is not located within one and one-half miles of a municipality the Environment and Land Use Committee recommendation can be referred to the COUNTY BOARD without a comment period.</p> <p>(h) If no municipal resolution regarding the PV SOLAR FARM is received from any municipality located within one and one-half miles of the PV SOLAR FARM prior to the consideration of the PV SOLAR FARM SPECIAL USE Permit by the Champaign COUNTY BOARD, the ZONING ADMINISTRATOR shall provide documentation to the COUNTY BOARD that any municipality within one and one-half miles of the PV SOLAR FARM was provided notice of the meeting dates for consideration of the proposed PV SOLAR FARM SPECIAL USE Permit for both the Environment and Land Use Committee and the COUNTY BOARD.</p> <p>(3) Interconnection to the power grid</p> <p style="padding-left: 20px;">a. The PV SOLAR FARM SPECIAL USE Permit application shall include documentation that the applicant or PV SOLAR FARM is in the queue to acquire an interconnection agreement to the power grid.</p>	<p style="color: red;"><del>allow comments regarding the PV SOLAR FARM SPECIAL USE Permit to be received from any relevant municipal authority prior to the Environment and Land Use Committee recommendation to the COUNTY BOARD, unless the municipal comment period is waived in writing by any relevant municipality. If a PV SOLAR FARM is not located within one and one-half miles of a municipality the Environment and Land Use Committee recommendation can be referred to the COUNTY BOARD without a comment period.</del></p> <p style="color: red;"><del>(h) If no municipal resolution regarding the PV SOLAR FARM is received from any municipality located within one and one-half miles of the PV SOLAR FARM prior to the consideration of the PV SOLAR FARM SPECIAL USE Permit by the Champaign COUNTY BOARD, the ZONING ADMINISTRATOR shall provide documentation to the COUNTY BOARD that any municipality within one and one-half miles of the PV SOLAR FARM was provided notice of the meeting dates for consideration of the proposed PV SOLAR FARM SPECIAL USE Permit for both the Environment and Land Use Committee and the COUNTY BOARD.</del></p> <p style="color: red;"><del>(3) Interconnection to the power grid</del></p> <p style="color: red;"><del>a. The PV SOLAR FARM SPECIAL USE Permit application shall include documentation that the applicant or PV SOLAR FARM is in the queue to acquire an interconnection agreement to the power grid.</del></p>
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## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>B. General Standard Conditions</b></p> <p>b. Documentation of an executed interconnection agreement with the appropriate electric utility shall be provided prior to issuance of a Zoning Compliance Certificate to authorize operation of the PV SOLAR FARM.</p> <p>(4) Right to farm</p> <p>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.</p>	<p><del>b. Documentation of an executed interconnection agreement with the appropriate electric utility shall be provided prior to issuance of a Zoning Compliance Certificate to authorize operation of the PV SOLAR FARM.</del></p> <p><del>(4) Right to farm</del></p> <p><del>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.</del></p>
<p><b>C. Minimum LOT Standards</b></p> <p>(1) There are no minimum LOT AREA, AVERAGE LOT WIDTH, SETBACK, YARD, or maximum LOT COVERAGE requirements for a PV SOLAR FARM or for LOTS for PV SOLAR FARM substations and/or for PV SOLAR FARM maintenance and management facilities.</p> <p>(2) There is no maximum LOT AREA requirement on BEST PRIME FARMLAND.</p>	<p>No change.</p>
<p><b>D. Minimum Standard Conditions for Separations for PV SOLAR FARM from adjacent USES and STRUCTURES</b></p> <p>The location of each PV SOLAR FARM shall provide the following required separations as measured from the exterior of the above ground portion of the PV SOLAR FARM STRUCTURES and equipment including fencing:</p> <p>(1) PV SOLAR FARM fencing shall be set back from the street centerline a minimum of 40 feet from a MINOR STREET and a minimum 55 feet from a COLLECTOR STREET and a minimum of 60 feet from a MAJOR STREET unless a greater separation is required for screening pursuant to Section 6.1.5M.2.a. but</p>	<p><b>D. Minimum Standard Conditions for Separations for PV SOLAR FARM from adjacent USES and STRUCTURES</b></p> <p>The location of each PV SOLAR FARM shall provide the following required separations as measured from the exterior of the above ground portion of the PV SOLAR FARM STRUCTURES and equipment including fencing:</p> <p>(1) PV SOLAR FARM fencing shall be set back from the street centerline a minimum of <del>40-50 feet</del> <del>from a MINOR STREET and a minimum 55 feet from a COLLECTOR STREET and a minimum of 60 feet from a MAJOR STREET unless a greater separation is required for screening pursuant to Section</del></p>

### PV SOLAR FARM ORDINANCE COMPARISON

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<p><b>D. Minimum Standard Conditions for Separations for PV SOLAR FARM from adjacent USES and STRUCTURES</b> <i>(continued)</i></p> <p>in no case shall the perimeter fencing be less than 10 feet from the RIGHT OF WAY of any STREET.</p> <p>(2) For properties participating in the solar farm: No required separation from any existing DWELLING or existing PRINCIPAL BUILDING except as required to ensure that a minimum zoning LOT is provided for the existing DWELLING or PRINCIPAL BUILDING.</p> <p>(3) For properties not participating in the solar farm:</p> <p>a. For any adjacent LOT that is 10 acres or less in area (not including the STREET RIGHT OF WAY):</p> <p>(a) For any adjacent LOT that is bordered (directly abutting and/or across the STREET) on no more than two sides by the PV SOLAR FARM, the separation shall be no less than 240 feet from the property line.</p> <p>(b) For any adjacent LOT that is bordered (directly abutting and/or across the STREET) on more than two sides by the PV SOLAR FARM, the separation shall exceed 240 feet as deemed necessary by the BOARD.</p>	<p><del>6.1.5M.2.a. but in no case shall the perimeter fencing be less than 10 feet from the RIGHT OF WAY of any STREET.</del></p> <p>(2) For properties participating in the solar farm: No required separation from any existing DWELLING or existing PRINCIPAL BUILDING except as required to ensure that a minimum zoning LOT is provided for the existing DWELLING or PRINCIPAL BUILDING.</p> <p>(3) For properties not participating in the solar farm:</p> <p>a. <u>A separation of 50 feet between the nearest edge of any component of the PV SOLAR FARM and the nearest point on the property line of the non-participating property.</u></p> <p>b. <u>A separation of 150 feet from the nearest edge of any component of the PV SOLAR FARM and the nearest point on the outside wall of an OCCUPIED COMMUNITY BUILDING or NON-PARTICIPATING DWELLING.</u></p> <p>a. <del>For any adjacent LOT that is 10 acres or less in area (not including the STREET RIGHT OF WAY):</del></p> <p>(a) <del>For any adjacent LOT that is bordered (directly abutting and/or across the STREET) on no more than two sides by the PV SOLAR FARM, the separation shall be no less than 240 feet from the property line.</del></p> <p>(b) <del>For any adjacent LOT that is bordered (directly abutting and/or across the STREET) on more than two sides by the PV SOLAR FARM, the separation shall exceed 240 feet as deemed necessary by the BOARD.</del></p>
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## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

### D. Minimum Standard Conditions for Separations for PV SOLAR FARM from adjacent USES and STRUCTURES *(continued)*

- b. For any adjacent LOT that is more than 10 acres in area (not including the STREET RIGHT OF WAY), the separation shall be no less than 255 feet from any existing DWELLING or existing PRINCIPAL BUILDING and otherwise the perimeter fencing shall be a minimum of 10 feet from a SIDE or REAR LOT LINE. This separation distance applies to properties that are adjacent to or across a STREET from a PV SOLAR FARM.
- c. 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.

- (4) A separation of at least 500 feet from any of the following unless the SPECIAL USE Permit application includes results provided from an analysis using the Solar Glare Hazard Analysis Tool (SGHAT) for the Airport Traffic Control Tower cab and final approach paths, consistent with the Interim Policy, Federal Aviation Administration (FAA) Review of Solar Energy Projects on Federally Obligated Airports, or the most recent version adopted by the FAA, and the SGHAT results show no detrimental affect with less than a 500 feet separation from any of the following:
  - a. any AIRPORT premises or any AIRPORT approach zone within five miles of the end of the AIRPORT runway; or
  - b. any RESTRICTED LANDING AREA that is NONCONFORMING or which has been authorized by SPECIAL USE Permit and that existed on or for which there had been a complete SPECIAL USE Permit application received by April 22, 2010, or any

~~b. For any adjacent LOT that is more than 10 acres in area (not including the STREET RIGHT OF WAY), the separation shall be no less than 255 feet from any existing DWELLING or existing PRINCIPAL BUILDING and otherwise the perimeter fencing shall be a minimum of 10 feet from a SIDE or REAR LOT LINE. This separation distance applies to properties that are adjacent to or across a STREET from a PV SOLAR FARM.~~

- c. 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.~~

- ~~(4) A separation of at least 500 feet from any of the following unless the SPECIAL USE Permit application includes results provided from an analysis using the Solar Glare Hazard Analysis Tool (SGHAT) for the Airport Traffic Control Tower cab and final approach paths, consistent with the Interim Policy, Federal Aviation Administration (FAA) Review of Solar Energy Projects on Federally Obligated Airports, or the most recent version adopted by the FAA, and the SGHAT results show no detrimental affect with less than a 500 feet separation from any of the following:~~
- ~~a. any AIRPORT premises or any AIRPORT approach zone within five miles of the end of the AIRPORT runway; or~~
  - ~~b. any RESTRICTED LANDING AREA that is NONCONFORMING or which has been authorized by SPECIAL USE Permit and that existed on or for which there had been a complete SPECIAL USE Permit application received by April 22, 2010, or any~~

### PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>D. Minimum Standard Conditions for Separations for PV SOLAR FARM from adjacent USES and STRUCTURES</b> <i>(continued)</i></p> <p>approach zone for any such RESTRICTED LANDING AREA; or</p> <p>c. any RESIDENTIAL AIRPORT that existed on or for which there had been a complete SPECIAL USE Permit application received by April 22, 2010, or any approach zone for any such RESIDENTIAL AIRPORT.</p> <p>(5) A separation of at least 500 feet between substations and transmission lines of greater than 34.5 kVA to adjacent dwellings and residential DISTRICTS.</p> <p>(6) Electrical inverters shall be located as far as possible from property lines and adjacent DWELLINGS consistent with good engineering practice. Inverter locations that are less than 275 feet from the perimeter fence shall require specific approval and may require special sound deadening construction and noise analysis.</p> <p>(7) Separation distances for any PV SOLAR FARM with solar equipment exceeding 8 feet in height, with the exception of transmission lines which may be taller, shall be determined by the BOARD on a case-by-case basis.</p> <p>(8) PV SOLAR FARM solar equipment other than inverters shall be no less than 26 feet from the property line of any lot more than 10 acres in area.</p>	<p><del>approach zone for any such RESTRICTED LANDING AREA; or</del></p> <p><del>c. any RESIDENTIAL AIRPORT that existed on or for which there had been a complete SPECIAL USE Permit application received by April 22, 2010, or any approach zone for any such RESIDENTIAL AIRPORT.</del></p> <p><del>(5) A separation of at least 500 feet between substations and transmission lines of greater than 34.5 kVA to adjacent dwellings and residential DISTRICTS.</del></p> <p><del>(6) Electrical inverters shall be located as far as possible from property lines and adjacent DWELLINGS consistent with good engineering practice. Inverter locations that are less than 275 feet from the perimeter fence shall require specific approval and may require special sound deadening construction and noise analysis.</del></p> <p><del>(7) Separation distances for any PV SOLAR FARM with solar equipment exceeding 8 feet in height, with the exception of transmission lines which may be taller, shall be determined by the BOARD on a case-by-case basis.</del></p> <p><del>(8) PV SOLAR FARM solar equipment other than inverters shall be no less than 26 feet from the property line of any lot more than 10 acres in area.</del></p>
<p><b>E. Standard Conditions for Design and Installation of any PV SOLAR FARM.</b></p> <p>(1) Any building that is part of a PV SOLAR FARM 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 96-704</p>	<p><del><b>E. Standard Conditions for Design and Installation of any PV SOLAR FARM.</b></del></p> <p><del>(1) Any building that is part of a PV SOLAR FARM 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 96-704</del></p>



## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>E. Standard Conditions for Design and Installation of any PV SOLAR FARM. (continued)</b>          regarding building code compliance and conforms to the Illinois Accessibility Code.</p> <p>(2) Electrical Components</p> <p style="margin-left: 20px;">a. All electrical components of the PV SOLAR FARM shall conform to the National Electrical Code as amended and shall comply with Federal Communications Commission (FCC) requirements.</p> <p style="margin-left: 20px;">b. Burying power and communication wiring underground shall be minimized consistent with best management practice regarding PV SOLAR FARM construction and minimizing impacts on agricultural drainage tile.</p> <p>(3) Maximum Height. The height limitation established in Section 5.3 shall not apply to a PV SOLAR FARM. The maximum height of all above ground STRUCTURES shall be identified in the application and as approved in the SPECIAL USE Permit.</p> <p>(4) Warnings</p> <p style="margin-left: 20px;">a. A reasonably visible warning sign concerning voltage must be placed at the base of all pad-mounted transformers and substations.</p> <p>(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.</p>	<p style="color: red;"><del>regarding building code compliance and conforms to the Illinois Accessibility Code.</del></p> <p>(2) Electrical Components</p> <p style="margin-left: 20px; color: red;"><del>a. All electrical components of the PV SOLAR FARM shall conform to the National Electrical Code as amended and shall comply with Federal Communications Commission (FCC) requirements.</del></p> <p style="margin-left: 20px;">b. Burying power and communication wiring underground shall be minimized consistent with best management practice regarding PV SOLAR FARM construction and minimizing impacts on agricultural drainage tile.</p> <p>(3) Maximum Height. The height limitation established in Section 5.3 shall not apply to a PV SOLAR FARM. The maximum height of all above ground STRUCTURES shall be identified in the application and as approved in the SPECIAL USE Permit.</p> <p style="color: red;"><del>(4) Warnings</del></p> <p style="margin-left: 20px; color: red;"><del>a. A reasonably visible warning sign concerning voltage must be placed at the base of all pad-mounted transformers and substations.</del></p> <p style="color: red;"><del>(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.</del></p>
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## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>F. Standard Conditions to Mitigate Damage to Farmland</b></p>	<p><b>F. Standard Conditions to Mitigate Damage to Farmland</b></p>
<p>(1) All underground wiring or cabling for the PV SOLAR FARM 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 or a lesser depth if so authorized by the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.5R.</p> <p>(2) Protection of agricultural drainage tile</p> <p style="margin-left: 20px;">a. The applicant shall endeavor to locate all existing agricultural drainage tile prior to establishing any construction staging areas, construction of any necessary PV SOLAR FARM access lanes or driveways, construction of any PV SOLAR FARM STRUCTURES, any common switching stations, substations, and installation of 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.</p> <p style="margin-left: 20px;">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:</p> <p style="margin-left: 40px;">(a) All identified drainage district tile lines and any known existing drainage district tile easement shall be staked or flagged prior to</p>	<p>(1) All underground wiring or cabling for the PV SOLAR FARM shall be at a minimum depth <del>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 or a lesser depth if so authorized</del> <u>as established</u> by the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.5R.</p> <p>(2) Protection of agricultural drainage tile</p> <p style="margin-left: 20px;">a. <u>Protection of agricultural drainage tile shall comply with the Agriculture Impact Mitigation Agreement with the Illinois Department of Agriculture as required by Section 6.1.4 R. The applicant shall endeavor to locate all existing agricultural drainage tile prior to establishing any construction staging areas, construction of any necessary PV SOLAR FARM access lanes or driveways, construction of any PV SOLAR FARM STRUCTURES, any common switching stations, substations, and installation of 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.</u></p> <p style="margin-left: 20px;">b. <del>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:</del></p> <p style="margin-left: 40px;"><del>(a) All identified drainage district tile lines and any known existing drainage district tile easement shall be staked or flagged prior to</del></p>

## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>F. Standard Conditions to Mitigate Damage to Farmland</b> <i>(continued)</i></p> <p>construction to alert construction crews of the presence of drainage district tile and the related easement.</p> <p>(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 PV SOLAR FARM SPECIAL USE Permit and during any deconstruction activities that may occur pursuant to the PV SOLAR FARM SPECIAL USE Permit.</p> <p>(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 authorization shall be provided to the Zoning Administrator prior to the commencement of construction.</p> <p>c. Any agricultural drainage tile located underneath construction staging areas, access lanes, driveways, any common switching stations, and substations shall be replaced as required in Section 6.3 of the Champaign County Storm Water Management and Erosion Control Ordinance.</p>	<p><del>construction to alert construction crews of the presence of drainage district tile and the related easement.</del></p> <p><del>(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 PV SOLAR FARM SPECIAL USE Permit and during any deconstruction activities that may occur pursuant to the PV SOLAR FARM SPECIAL USE Permit.</del></p> <p><del>(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 authorization shall be provided to the Zoning Administrator prior to the commencement of construction.</del></p> <p><del>c. Any agricultural drainage tile located underneath construction staging areas, access lanes, driveways, any common switching stations, and substations shall be replaced as required in Section 6.3 of the Champaign County Storm Water Management and Erosion Control Ordinance.</del></p>
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## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>F. Standard Conditions to Mitigate Damage to Farmland</b> <i>(continued)</i></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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. All permanent and temporary tile repairs shall be made as detailed in</p>	<p><del>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.</del></p> <p><del>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.</del></p> <p><del>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.</del></p> <p><del>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.</del></p> <p><del>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. All permanent and temporary tile repairs shall be made as detailed in</del></p>
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## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>F. Standard Conditions to Mitigate Damage to Farmland</b> <i>(continued)</i></p> <p>the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.5R. and shall not be waived or modified except as authorized in the SPECIAL USE Permit.</p> <p style="margin-left: 40px;">i. All damaged tile shall be repaired so as to operate as well after construction as before the construction began.</p> <p style="margin-left: 40px;">j. Following completion of the PV SOLAR FARM construction, the applicant shall be responsible for correcting all tile line repairs that fail, provided that the failed repair was made by the Applicant.</p> <p>(3) All soil conservation practices (such as terraces, grassed waterways, etc.) that are damaged by PV SOLAR FARM construction and/or decommissioning shall be restored by the applicant to the pre-PV SOLAR FARM construction condition in a manner consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.5R.</p> <p>(4) Topsoil replacement</p> <p>For any open trenching required pursuant to PV SOLAR FARM construction, the topsoil shall be stripped and replaced as follows:</p> <p style="margin-left: 40px;">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.</p>	<p style="color: red;">the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.5R. and shall not be waived or modified except as authorized in the SPECIAL USE Permit.</p> <p style="color: red; margin-left: 40px;">i. All damaged tile shall be repaired so as to operate as well after construction as before the construction began.</p> <p style="color: red; margin-left: 40px;">j. Following completion of the PV SOLAR FARM construction, the applicant shall be responsible for correcting all tile line repairs that fail, provided that the failed repair was made by the Applicant.</p> <p>(3) All soil conservation practices (such as terraces, grassed waterways, etc.) that are damaged by PV SOLAR FARM construction and/or decommissioning shall be restored by the applicant to the pre-PV SOLAR FARM construction condition in a manner consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.5R.</p> <p>(4) Topsoil replacement</p> <p style="color: red;">For any open trenching required pursuant to PV SOLAR FARM construction, the topsoil shall be stripped and replaced as follows:</p> <p style="color: red; margin-left: 40px;">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.</p>
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## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>F. Standard Conditions to Mitigate Damage to Farmland</b> <i>(continued)</i></p> <ul style="list-style-type: none"> <li>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.</li> <li>c. In backfilling the trench, the stockpiled subsoil material shall be placed back into the trench before replacing the topsoil.</li> <li>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.</li> <li>e. All topsoil shall be placed in a manner consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.5R.</li> </ul> <p>(5) Mitigation of soil compacting and rutting</p> <ul style="list-style-type: none"> <li>a. The Applicant shall not be responsible for mitigation of soil compaction and rutting if exempted by the PV SOLAR FARM lease.</li> <li>b. Unless specifically provided for otherwise in the PV SOLAR FARM 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.</li> <li>c. All mitigation of soil compaction and rutting shall be consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.5R.</li> </ul>	<ul style="list-style-type: none"> <li><del>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.</del></li> <li><del>c. In backfilling the trench, the stockpiled subsoil material shall be placed back into the trench before replacing the topsoil.</del></li> <li><del>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.</del></li> <li>ea. All topsoil shall be placed in a manner consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.5R.</li> </ul> <p>(5) Mitigation of soil compacting and rutting</p> <ul style="list-style-type: none"> <li>a. The Applicant shall not be responsible for mitigation of soil compaction and rutting if exempted by the PV SOLAR FARM lease.</li> <li><del>b. Unless specifically provided for otherwise in the PV SOLAR FARM 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.</del></li> <li>eb. All mitigation of soil compaction and rutting shall be consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.5R.</li> </ul>
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## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>F. Standard Conditions to Mitigate Damage to Farmland</b> <i>(continued)</i></p> <p>(6) Land leveling</p> <p style="margin-left: 20px;">a. The Applicant shall not be responsible for leveling of disturbed land if exempted by the PV SOLAR FARM lease.</p> <p style="margin-left: 20px;">b. Unless specifically provided for otherwise in the PV SOLAR FARM lease, the Applicant shall level all disturbed land as follows:</p> <p style="margin-left: 40px;">(a) Following the completion of any open trenching, the applicant shall restore all land to its original pre-construction elevation and contour.</p> <p style="margin-left: 40px;">(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.</p> <p style="margin-left: 20px;">c. All land leveling shall be consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.5R.</p> <p>(7) Permanent Erosion and Sedimentation Control Plan</p> <p style="margin-left: 20px;">a. Prior to the approval of any Zoning Use Permit, the Applicant shall provide 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.</p>	<p>(6) Land leveling</p> <p style="margin-left: 20px;">a. The Applicant shall not be responsible for leveling of disturbed land if exempted by the PV SOLAR FARM lease.</p> <p style="margin-left: 20px;"><del>b. Unless specifically provided for otherwise in the PV SOLAR FARM lease, the Applicant shall level all disturbed land as follows:</del></p> <p style="margin-left: 40px;"><del>(a) Following the completion of any open trenching, the applicant shall restore all land to its original pre-construction elevation and contour.</del></p> <p style="margin-left: 40px;"><del>(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.</del></p> <p style="margin-left: 20px;"><del>cb.</del> All land leveling shall be consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.5R.</p> <p style="margin-left: 20px;"><del>(7) Permanent Erosion and Sedimentation Control Plan</del></p> <p style="margin-left: 20px;"><del>a. Prior to the approval of any Zoning Use Permit, the Applicant shall provide 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.</del></p>
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## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>F. Standard Conditions to Mitigate Damage to Farmland</b> <i>(continued)</i></p> <p style="padding-left: 20px;">b. As-built documentation of all permanent soil erosion and sedimentation improvements for the PV SOLAR FARM 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.</p> <p>(8) Retention of all topsoil</p> <p style="padding-left: 20px;">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 PV SOLAR FARM.</p> <p>(9) Minimize disturbance to BEST PRIME FARMLAND</p> <p style="padding-left: 20px;">a. Any PV SOLAR FARM to be located on BEST PRIME FARMLAND shall minimize the disturbance to BEST PRIME FARMLAND as follows:</p> <p style="padding-left: 40px;">(a) The disturbance to BEST PRIME FARMLAND caused by construction and operation of the PV SOLAR FARM shall be minimized at all times consistent with good engineering practice.</p> <p style="padding-left: 40px;">(b) Disturbance to BEST PRIME FARMLAND shall be offset by establishment of a vegetative ground cover within the PV SOLAR FARM that includes the following:</p> <p style="padding-left: 80px;">i. The vegetative ground cover shall use native plant species as much as possible and shall be based on a site assessment of the site geography and soil conditions.</p>	<p style="padding-left: 20px;"><del>b. As-built documentation of all permanent soil erosion and sedimentation improvements for the PV SOLAR FARM 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.</del></p> <p style="padding-left: 20px;"><del>(8) Retention of all topsoil</del></p> <p style="padding-left: 20px;"><del>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 PV SOLAR FARM.</del></p> <p>(9) Minimize disturbance to BEST PRIME FARMLAND</p> <p style="padding-left: 20px;">a. Any PV SOLAR FARM to be located on BEST PRIME FARMLAND shall minimize the disturbance to BEST PRIME FARMLAND as follows:</p> <p style="padding-left: 40px;">(a) The disturbance to BEST PRIME FARMLAND caused by construction and operation of the PV SOLAR FARM shall be minimized at all times consistent with good engineering practice.</p> <p style="padding-left: 40px;">(b) Disturbance to BEST PRIME FARMLAND shall be offset by establishment of a vegetative ground cover within the PV SOLAR FARM that includes the following:</p> <p style="padding-left: 80px;">i. The vegetative ground cover shall use native plant species as much as possible and shall be based on a site assessment of the site geography and soil conditions.</p>
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## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>F. Standard Conditions to Mitigate Damage to Farmland</b> <i>(continued)</i></p> <ul style="list-style-type: none"> <li style="margin-bottom: 10px;">ii. The species selected shall serve a secondary habitat purpose as much as possible.</li> <li style="margin-bottom: 10px;">iii. Maintenance of the vegetative ground cover shall use a combination of management approaches to ensure safe, cost-effective, reliable maintenance while minimizing environmental risks.</li> <li>iv. The plan to establish and maintain a vegetative ground cover that includes native plant species as much as possible shall be detailed in a landscape plan included in the PV SOLAR FARM SPECIAL USE Permit application. The landscape plan shall include the weed control plan required by Section 6.1.5 P.3.</li> </ul>	<ul style="list-style-type: none"> <li style="margin-bottom: 10px;">ii. The species selected shall serve a secondary habitat purpose as much as possible.</li> <li style="margin-bottom: 10px;">iii. Maintenance of the vegetative ground cover shall use a combination of management approaches to ensure safe, cost-effective, reliable maintenance while minimizing environmental risks.</li> <li>iv. The plan to establish and maintain a vegetative ground cover that includes native plant species as much as possible shall be detailed in a landscape plan included in the PV SOLAR FARM SPECIAL USE Permit application. The landscape plan shall include the weed control plan required by Section 6.1.5 P.3.</li> </ul>
<p><b>G. Standard Conditions for Use of Public Streets</b></p>	<p>No change.</p>
<p><b>H. Standard Conditions for Coordination with Local Fire Protection District</b></p> <ul style="list-style-type: none"> <li style="margin-bottom: 10px;">(1) The Applicant shall submit to the local fire protection district a copy of the site plan.</li> <li style="margin-bottom: 10px;">(2) Upon request by the local fire protection district, the Owner or Operator shall cooperate with the local fire protection district to develop the fire protection district’s emergency response plan.</li> <li>(3) Nothing in this section shall alleviate the need to comply with all other applicable fire laws and regulations.</li> </ul>	<p>No longer applies.</p>

## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>I. Standard Conditions for Allowable Noise Level</b></p> <p>(1) Noise levels from any PV SOLAR FARM shall be in compliance with the applicable Illinois Pollution Control Board (IPCB) regulations (<i>35 Illinois Administrative Code</i>, Subtitle H: Noise, Parts 900, 901, 910).</p> <p>(2) The Applicant shall submit manufacturer’s sound power level characteristics and other relevant data regarding noise characteristics of proposed PV SOLAR FARM equipment necessary for a competent noise analysis.</p> <p>(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:</p> <p style="margin-left: 20px;">a. The SPECIAL USE Permit application for other than a COMMUNITY PV SOLAR FARM shall include a noise analysis that includes the following:</p> <p style="margin-left: 40px;">(a) The pre-development 24-hour ambient background sound level shall be identified at representative locations near the site of the proposed PV SOLAR FARM.</p> <p style="margin-left: 40px;">(b) Computer modeling shall be used to generate the anticipated sound level resulting from the operation of the proposed PV SOLAR FARM within 1,500 feet of the proposed PV SOLAR FARM.</p> <p style="margin-left: 40px;">(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 PV SOLAR FARM.</p>	<p>(1) Noise levels from any PV SOLAR FARM shall be in compliance with the applicable Illinois Pollution Control Board (IPCB) regulations (<i>35 Illinois Administrative Code</i>, Subtitle H: Noise, Parts 900, 901, 910).</p> <p><b><u>Items (2) and (3) might go beyond the constraints established by Public Act 102-1123. The Act allows that a project can be required to be compliant with IPCB regulations, but it does not specify that a noise study can be required. Staff is working to verify whether these statements can be included.</u></b></p>
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## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>I. Standard Conditions for Allowable Noise Level</b> <i>(continued)</i></p> <p>(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.</p> <p>b. For a COMMUNITY PV SOLAR FARM the Board may require submission of a noise analysis that meets the standard of paragraph 6.1.5I.(3)a.</p> <p>(4) After construction of the PV SOLAR FARM, 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:</p> <p>a. The Zoning Administrator shall make the Environment and Land Use Committee aware of complaints about noise that have been received by the Complaint Hotline.</p> <p>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.</p>	<p>(4) After construction of the PV SOLAR FARM, 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:</p> <p>a. The Zoning Administrator shall make the Environment and Land Use Committee aware of complaints about noise that have been received by the Complaint Hotline.</p> <p>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.</p>
<p><b>J. Standard Conditions for Endangered Species Consultation</b></p>	<p>No change.</p>
<p><b>K. Standard Conditions for Historic and Archaeological Resources Review</b></p>	<p>No change.</p>
<p><b>L. Standard Conditions for Acceptable Wildlife Impacts</b></p> <p>The PV SOLAR FARM 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.</p>	<p><b>L. Standard Conditions for Acceptable <u>Fish and Wildlife Impacts</u></b></p> <p><del>The PV SOLAR FARM 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.</del></p>

## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

	<p><u>1.</u>     <u>The applicant shall apply for consultation with the United States Fish and Wildlife Service’s Information for Planning and Consulting environmental review or a comparable successor tool that is consistent with any applicable United States Fish and Wildlife Service solar wildlife guidelines that have been subject to public review.</u></p>
<p><b>M. Screening and Fencing</b></p> <p>(1) Perimeter fencing</p> <p style="padding-left: 20px;">a. PV SOLAR FARM equipment and structures shall be fully enclosed and secured by a fence with a minimum height of <u>7-6</u> feet.</p> <p style="padding-left: 20px;">b. Knox boxes and keys shall be provided at locked entrances for emergency personnel access.</p> <p style="padding-left: 20px;">c. Vegetation between the fencing and the LOT LINE shall be maintained such that NOXIOUS WEEDS ae 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.</p> <p>(2) Screening</p> <p style="padding-left: 20px;">a. A visual screen shall be provided around the perimeter of the PV SOLAR FARM as follows:</p> <p style="padding-left: 40px;">(a) The visual screen shall be provided for any part of the PV SOLAR FARM 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</p>	<p><b>M. Screening and Fencing</b></p> <p>(1) Perimeter fencing</p> <p style="padding-left: 20px;">a. PV SOLAR FARM equipment and structures shall be fully enclosed and secured by a fence with a minimum height of <u>7-6</u> feet.</p> <p style="padding-left: 20px;"><del>b. Knox boxes and keys shall be provided at locked entrances for emergency personnel access.</del></p> <p style="padding-left: 20px;"><u>eb.</u> Vegetation between the fencing and the LOT LINE shall be maintained such that NOXIOUS WEEDS ae 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.</p> <p>(2) Screening</p> <p style="padding-left: 20px;">a. A visual screen shall be provided around the perimeter of the PV SOLAR FARM as follows:</p> <p style="padding-left: 40px;">(a) The visual screen shall be provided for any part of the PV SOLAR FARM 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</p>

## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>M. Screening and Fencing</b> <i>(continued)</i></p> <p>adequate screening. However, the visual screen shall not be required if the PV SOLAR FARM is not visible to a DWELLING or residential DISTRICT by virtue of the existing topography.</p> <p>(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.</p> <p>(c) The visual screen shall be a vegetated buffer as follows:</p> <p style="margin-left: 20px;">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 greases and other native flowering plants and/or an area of agricultural crop production that will conceal the PV SOLAR FARM from view from adjacent abutting property may be authorized as an alternative visual screen subject to specific conditions.</p> <p style="margin-left: 20px;">ii. Any vegetation that is part of the approved visual screen buffer shall be maintained in perpetuity of the PV SOLAR FARM. If the evergreen foliage below a height of 7 feet disappears over time, the screening shall be replaced.</p>	<p>adequate screening. However, the visual screen shall not be required if the PV SOLAR FARM is not visible to a DWELLING or residential DISTRICT by virtue of the existing topography.</p> <p>(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.</p> <p>(c) The visual screen shall be a vegetated buffer as follows:</p> <p style="margin-left: 20px;">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 greases and other native flowering plants and/or an area of agricultural crop production that will conceal the PV SOLAR FARM from view from adjacent abutting property may be authorized as an alternative visual screen subject to specific conditions.</p> <p style="margin-left: 20px;">ii. Any vegetation that is part of the approved visual screen buffer shall be maintained in perpetuity of the PV SOLAR FARM. If the evergreen foliage below a height of 7 feet disappears over time, the screening shall be replaced.</p>
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## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>M. Screening and Fencing</b> <i>(continued)</i></p> <p style="padding-left: 40px;">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.</p> <p style="padding-left: 40px;">iv. A planting of tall native grasses and other native flowering plants may be used as a visual screen buffer for any PV module installation that is no more than 8 feet tall 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.</p> <p style="padding-left: 40px;">v. An area of agricultural crop production may also be authorized</p>	<p style="padding-left: 40px;">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.</p> <p style="padding-left: 40px;">iv. A planting of tall native grasses and other native flowering plants may be used as a visual screen buffer for any PV module installation that is no more than 8 feet tall 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.</p> <p style="padding-left: 40px;">v. An area of agricultural crop production may also be authorized</p>
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## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>M. Screening and Fencing</b> <i>(continued)</i></p> <p style="padding-left: 40px;">by the BOARD as an alternative visual screen buffer with a width of planting as authorized by the BOARD provided that the PV SOLAR FARM 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.</p> <p style="padding-left: 80px;">vi. Any vegetated screen buffer shall be detailed in a landscape plan drawing that shall be included with the PV SOLAR FARM SPECIAL USE Permit application.</p>	<p style="padding-left: 40px;">by the BOARD as an alternative visual screen buffer with a width of planting as authorized by the BOARD provided that the PV SOLAR FARM 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.</p> <p style="padding-left: 80px;">vi. Any vegetated screen buffer shall be detailed in a landscape plan drawing that shall be included with the PV SOLAR FARM SPECIAL USE Permit application.</p>
<p><b>N. Standard Conditions to Minimize Glare</b></p> <p>(1) The design and construction of the PV SOLAR FARM shall minimize glare that may affect adjacent properties and the application shall include an explanation of how glare will be minimized.</p> <p>(2) After construction of the PV SOLAR FARM, the Zoning Administrator shall take appropriate enforcement action as necessary to investigate complaints of glare in order to determine the validity of the complaints and take any additional enforcement action as proves warranted to stop any significant glare that is occurring, including but not limited to the following:</p> <p style="padding-left: 20px;">a. The Zoning Administrator shall make the Environment and Land Use Committee aware of complaints about glare that have been received by the Complaint Hotline.</p>	<p>No longer applies.</p>

## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>N. Standard Conditions to Minimize Glare</b> <i>(continued)</i></p> <p>b. If the Environment and Land Use Committee determines that the glare is excessive, the Environment and Land Use Committee shall require the Owner or Operator to take reasonable steps to mitigate the excessive glare such as the installation of additional screening.</p>	<p>No longer applies.</p>
<p><b>O. Standard Condition for Liability Insurance</b></p> <p>(1) The Owner or Operator of the PV SOLAR FARM 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.</p> <p>(2) The general liability policy shall identify landowners in the SPECIAL USE Permit as additional insured.</p>	<p>No longer applies.</p>
<p><b>P. Operational Standard Conditions</b></p> <p>(1) Maintenance</p> <p>a. The Owner or Operator of the PV SOLAR FARM must submit, on an annual basis, a summary of operation and maintenance reports to the Environment and Land Use Committee and any other operation and maintenance reports as the Environment and Land Use Committee reasonably requests.</p> <p>b. Any physical modification to the PV SOLAR FARM that increases the number of solar conversion devices or structures and/or the land area occupied by the PV SOLAR FARM shall require a new County BOARD SPECIAL USE Permit. Like-kind replacements shall not require recertification nor will replacement of transformers, cabling, etc. provided replacement is done in fashion similar to the original installation.</p> <p>c. The Application shall explain methods and materials used to clean the PV SOLAR FARM equipment including an estimation of the daily and annual</p>	<p><del>(1) Maintenance</del></p> <p><del>a. The Owner or Operator of the PV SOLAR FARM must submit, on an annual basis, a summary of operation and maintenance reports to the Environment and Land Use Committee and any other operation and maintenance reports as the Environment and Land Use Committee reasonably requests.</del></p> <p><del>b. Any physical modification to the PV SOLAR FARM that increases the number of solar conversion devices or structures and/or the land area occupied by the PV SOLAR FARM shall require a new County BOARD SPECIAL USE Permit. Like-kind replacements shall not require recertification nor will replacement of transformers, cabling, etc. provided replacement is done in fashion similar to the original installation.</del></p> <p><del>c. The Application shall explain methods and materials used to clean the PV SOLAR FARM equipment including an estimation of the daily and annual</del></p>



## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>P. Operational Standard Conditions</b> <i>(continued)</i></p> <p style="padding-left: 40px;">gallons of water used and the source of the water and management of wastewater. The BOARD may request copies of well records from the Illinois State Water Survey and may require an estimate by a qualified hydrogeologist of the likely impact on adjacent waterwells.</p> <p>(2) <b>Materials Handling, Storage and Disposal</b></p> <p style="padding-left: 20px;">a. All solid wastes related to the construction, operation and maintenance of the PV SOLAR FARM shall be removed from the site promptly and disposed of in accordance with all Federal, State and local laws.</p> <p style="padding-left: 20px;">b. All hazardous materials related to the construction, operation and maintenance of the PV SOLAR FARM shall be handled, stored, transported and disposed of in accordance with all applicable local, State and Federal laws.</p> <p>(3) <b>Vegetation management</b></p> <p style="padding-left: 20px;">a. The PV SOLAR FARM 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.</p> <p style="padding-left: 20px;">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 <i>et. seq.</i>).</p> <p style="padding-left: 20px;">c. The weed control plan shall be explained in the application.</p>	<p style="color: red; padding-left: 40px;"><del>gallons of water used and the source of the water and management of wastewater. The BOARD may request copies of well records from the Illinois State Water Survey and may require an estimate by a qualified hydrogeologist of the likely impact on adjacent waterwells.</del></p> <p style="color: red;">(2) <del>Materials Handling, Storage and Disposal</del></p> <p style="color: red; padding-left: 20px;"><del>a. All solid wastes related to the construction, operation and maintenance of the PV SOLAR FARM shall be removed from the site promptly and disposed of in accordance with all Federal, State and local laws.</del></p> <p style="color: red; padding-left: 20px;"><del>b. All hazardous materials related to the construction, operation and maintenance of the PV SOLAR FARM shall be handled, stored, transported and disposed of in accordance with all applicable local, State and Federal laws.</del></p> <p>(3) <b>Vegetation management</b></p> <p style="padding-left: 20px;">a. The PV SOLAR FARM 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.</p> <p style="padding-left: 20px;">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 <i>et. seq.</i>).</p> <p style="padding-left: 20px;">c. The weed control plan shall be explained in the application.</p>
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## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>Q. Decommissioning and Site Reclamation Plan</b></p> <p>(1) The Applicant shall submit a signed decommissioning and site reclamation plan conforming to the requirements of paragraph 6.1.1A.</p> <p>(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 PV SOLAR FARM and all costs related to removal of access driveways.</p> <p>(3) The decommissioning and site reclamation plan required in paragraph 6.1.1A. shall also include the following:</p> <p style="margin-left: 20px;">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.</p> <p style="margin-left: 20px;">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 PV SOLAR FARM 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 PV SOLAR FARM.</p>	<p>(1) The Applicant shall submit a signed decommissioning and site reclamation plan conforming to the requirements of paragraph 6.1.1A. <b>and matching the overall deconstruction and land restoration requirements of the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.</b></p> <p>(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 PV SOLAR FARM and all costs related to removal of access driveways.</p> <p>(3) The decommissioning and site reclamation plan required in paragraph 6.1.1A. shall also include the following:</p> <p style="margin-left: 20px;">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.</p> <p style="margin-left: 20px;">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 PV SOLAR FARM 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 PV SOLAR FARM.</p>
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## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>Q. Decommissioning and Site Reclamation Plan</b> <i>(continued)</i></p> <p style="padding-left: 20px;">c. Authorization for the GOVERNING BODY and its authorized representatives for right of entry onto the PV SOLAR FARM premises for the purpose of inspecting the methods of reclamation or for performing actual reclamation if necessary.</p> <p style="padding-left: 20px;">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.</p> <p style="padding-left: 20px;">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.</p> <p style="padding-left: 20px;">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 PV SOLAR FARM or prior to ceasing production of electricity from the PV SOLAR FARM, 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 obligation to perform the reclamation work shall constitute a covenant running with the land.</p>	<p style="padding-left: 20px;">c. Authorization for the GOVERNING BODY and its authorized representatives for right of entry onto the PV SOLAR FARM premises for the purpose of inspecting the methods of reclamation or for performing actual reclamation if necessary.</p> <p style="padding-left: 20px;">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.</p> <p style="padding-left: 20px;">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.</p> <p style="padding-left: 20px;">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 PV SOLAR FARM or prior to ceasing production of electricity from the PV SOLAR FARM, 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 obligation to perform the reclamation work shall constitute a covenant running with the land.</p>
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## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>Q. Decommissioning and Site Reclamation Plan</b> <i>(continued)</i></p> <p style="padding-left: 40px;">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.</p> <p style="padding-left: 40px;">h. The depth of removal of foundation concrete below ground shall be a minimum of 54 inches. The depth of removal of foundation concrete shall be certified in writing by an Illinois Licensed Professional Engineer and the certification shall be submitted to the Zoning Administrator.</p> <p style="padding-left: 40px;">i. Underground electrical cables of a depth of 5 feet or greater may be left in place.</p> <p style="padding-left: 40px;">j. The hole resulting from the removal of foundation concrete during decommissioning shall be backfilled as follows:</p> <p style="padding-left: 80px;">(a) The excavation resulting from the removal of foundation concrete shall only be backfilled with subsoil and topsoil in similar depths and similar types as existed at the time of the</p>	<p style="padding-left: 40px;">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.</p> <p style="padding-left: 40px;">h. The depth of removal of foundation concrete below ground shall be <span style="background-color: yellow;">a minimum of 54 inches as required in the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture</span>. The depth of removal of foundation concrete shall be certified in writing by an Illinois Licensed Professional Engineer and the certification shall be submitted to the Zoning Administrator.</p> <p style="padding-left: 40px;">i. Underground electrical cables of a depth of 5 feet or greater may be left in place.</p> <p style="padding-left: 40px;">j. The hole resulting from the removal of foundation concrete during decommissioning shall be backfilled <span style="background-color: yellow;">as follows: as required in the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture</span>.</p> <p style="padding-left: 80px;"><del>(a) The excavation resulting from the removal of foundation concrete shall only be backfilled with subsoil and topsoil in similar depths and similar types as existed at the time of the</del></p>
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## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>Q. Decommissioning and Site Reclamation Plan</b> <i>(continued)</i></p> <p>original PV SOLAR FARM construction except that a lesser quality topsoil or a combination of a lesser quality topsoil and a subsoil that is similar to the native subsoil may be used at depths corresponding to the native subsoil but not less than 12 inches below grade.</p> <p>(b) The native soils excavated at the time of the original PV SOLAR FARM construction may be used to backfill the concrete foundation excavations at the time of decommissioning provided that the soils are adequately stored throughout the operating lifetime of the PV SOLAR FARM. The methods for storing the excavated native soils during the operating lifetime of the PV SOLAR FARM shall be included in the decommissioning and site reclamation plan.</p> <p>(c) If the excavated native soils are not stored for use for backfilling the concrete foundation excavations, a qualified soil scientist of Illinois Licensed Professional Engineer shall certify that the actual soils used to backfill the concrete foundation excavations are of equal or greater quality than the native soils or that, in the case of subsoil, the backfill soil meets the requirements of this paragraph. The certification shall be submitted to the Zoning Administrator.</p> <p>(d) An Illinois Licensed Professional Engineer shall certify in writing that the concrete foundation excavations have been backfilled with soil to such a depth and with a minimum</p>	<p>original PV SOLAR FARM construction except that a lesser quality topsoil or a combination of a lesser quality topsoil and a subsoil that is similar to the native subsoil may be used at depths corresponding to the native subsoil but not less than 12 inches below grade.</p> <p><del>(b)</del> The native soils excavated at the time of the original PV SOLAR FARM construction may be used to backfill the concrete foundation excavations at the time of decommissioning provided that the soils are adequately stored throughout the operating lifetime of the PV SOLAR FARM. The methods for storing the excavated native soils during the operating lifetime of the PV SOLAR FARM shall be included in the decommissioning and site reclamation plan.</p> <p><del>(c)</del> If the excavated native soils are not stored for use for backfilling the concrete foundation excavations, a qualified soil scientist of Illinois Licensed Professional Engineer shall certify that the actual soils used to backfill the concrete foundation excavations are of equal or greater quality than the native soils or that, in the case of subsoil, the backfill soil meets the requirements of this paragraph. The certification shall be submitted to the Zoning Administrator.</p> <p><del>(d)</del> An Illinois Licensed Professional Engineer shall certify in writing that the concrete foundation excavations have been backfilled with soil to such a depth and with a minimum</p>
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## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>Q. Decommissioning and Site Reclamation Plan</b> <i>(continued)</i></p> <p style="padding-left: 40px;">of compaction that is consistent with the restoration of productive agricultural use such that the depth of soil is expected to be no less than 54 inches within one year after backfilling.</p> <p style="margin-left: 20px;">k. A stipulation that should the decommissioning and site reclamation plan be deemed invalid by a court of competent jurisdiction the PV SOLAR FARM SPECIAL USE Permit shall be deemed void.</p> <p style="margin-left: 20px;">l. 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.</p> <p style="margin-left: 20px;">m. 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.</p> <p style="margin-left: 20px;">n. 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 PV SOLAR FARM begins to produce electricity, 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 t the salvage value, the Applicant shall promptly notify the Zoning Administrator. In either of these events, the</p>	<p style="padding-left: 40px; background-color: yellow;">of compaction that is consistent with the restoration of productive agricultural use such that the depth of soil is expected to be no less than 54 inches within one year after backfilling.</p> <p style="margin-left: 20px;">k. A stipulation that should the decommissioning and site reclamation plan be deemed invalid by a court of competent jurisdiction the PV SOLAR FARM SPECIAL USE Permit shall be deemed void.</p> <p style="margin-left: 20px;">l. 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.</p> <p style="margin-left: 20px;">m. 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.</p> <p style="margin-left: 20px;">n. 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 PV SOLAR FARM begins to produce electricity, 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 t the salvage value, the Applicant shall promptly notify the Zoning Administrator. In either of these events, the</p>
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## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>Q. Decommissioning and Site Reclamation Plan</b> <i>(continued)</i></p> <p style="padding-left: 40px;">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.</p> <p>(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:</p> <p style="padding-left: 20px;">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.4.c. and shall otherwise be compliant with Section 6.1.1A.5. except that if the PV SOLAR FARM modules have an unlimited warranty of at least 10 years and also have 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:</p> <p style="padding-left: 40px;">(a) No Zoning Use Permit to authorize construction of the PV SOLAR FARM shall be authorized by the Zoning Administrator until the PV SOLAR FARM owner shall provide the COUNTY with financial assurance to cover 12.5% 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.</p>	<p style="padding-left: 40px;">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.</p> <p>(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:</p> <p style="padding-left: 20px;">a. <del>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.4.c. and shall otherwise be compliant with Section 6.1.1A.5. except that if the PV SOLAR FARM modules have an unlimited warranty of at least 10 years and also have 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:</del></p> <p style="padding-left: 40px;"><del>a. (a)</del>—No Zoning Use Permit to authorize construction of the PV SOLAR FARM shall be authorized by the Zoning Administrator until the PV SOLAR FARM owner shall provide the COUNTY with financial assurance to cover <del>12.5%</del> 10% of the decommissioning <del>and site reclamation</del> 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.</p>
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## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>Q. Decommissioning and Site Reclamation Plan</b> <i>(continued)</i></p> <p style="padding-left: 40px;">(b) On or before the sixth anniversary of the Commercial Operation Date, the PV SOLAR FARM Owner shall provide the COUNTY with Financial Assurance to cover 62.5% 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.</p> <p style="padding-left: 40px;">(c) On or before the eleventh anniversary of the Commercial Operation Date, the PV SOLAR FARM Owner shall provide the COUNTY with Financial Assurance to cover 125% 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.</p> <p style="padding-left: 20px;">b. Net salvage value may be deducted for decommissioning costs as follows:</p> <p style="padding-left: 60px;">(a) One of the following standards shall be met:</p> <p style="padding-left: 100px;">i. The Applicant, its successors in interest, and all parties to the decommissioning and site reclamation plan shall maintain the PV SOLAR FARM free and clear of liens and encumbrances, including</p>	<p style="padding-left: 20px;"><del>b.(b)</del> On or before the sixth anniversary of the Commercial Operation Date, the PV SOLAR FARM Owner shall provide the COUNTY with Financial Assurance to cover <del>62.5%</del> <u>50%</u> of the decommissioning <u>and site reclamation</u> 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.</p> <p style="padding-left: 20px;"><del>c.(c)</del> On or before the eleventh anniversary of the Commercial Operation Date, the PV SOLAR FARM Owner shall provide the COUNTY with Financial Assurance to cover <del>125%</del> <u>100%</u> of the decommissioning <u>and site reclamation</u> 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. <u>and as determined in the updated decommissioning and site reclamation plan filed with the County on or before the end of the tenth year of commercial operation.</u></p> <p style="padding-left: 20px;"><del>b.d.</del> Net salvage value may be deducted for decommissioning costs as follows:</p> <p style="padding-left: 60px;">(a) One of the following standards shall be met:</p> <p style="padding-left: 100px;">i. The Applicant, its successors in interest, and all parties to the decommissioning and site reclamation plan shall maintain the PV SOLAR FARM free and clear of liens and encumbrances, including</p>
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## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>Q. Decommissioning and Site Reclamation Plan</b> <i>(continued)</i></p> <p style="padding-left: 40px;">financing liens and shall provide proof of the same prior to issuance of the SPECIAL USE Permit; or</p> <p style="padding-left: 40px;">ii. The Applicant, its successors in interest, and all parties to the decommissioning and site reclamation plan shall deduct from the salvage vale credit the amount of any lien or encumbrance on the PV SOLAR FARM; or</p> <p style="padding-left: 40px;">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.</p> <p style="padding-left: 20px;">(b) The Applicant, its successors in interest, and all parties to the decommissioning and site reclamation plan shall provide proof of compliance with paragraph 6.1.5Q.4.b.(1). 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.</p> <p style="padding-left: 20px;">(c) The Applicant, its successors in interest, and all parties to the decommissioning and site reclamation plan shall provide in the</p>	<p style="padding-left: 40px;">financing liens and shall provide proof of the same prior to issuance of the SPECIAL USE Permit; or</p> <p style="padding-left: 40px;">ii. The Applicant, its successors in interest, and all parties to the decommissioning and site reclamation plan shall deduct from the salvage vale credit the amount of any lien or encumbrance on the PV SOLAR FARM; or</p> <p style="padding-left: 40px;">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.</p> <p style="padding-left: 20px;">(b) The Applicant, its successors in interest, and all parties to the decommissioning and site reclamation plan shall provide proof of compliance with paragraph 6.1.7 M.4.b.(1). 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.</p> <p style="padding-left: 20px;">(c) The Applicant, its successors in interest, and all parties to the decommissioning and site reclamation plan shall provide in the</p>
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## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>Q. Decommissioning and Site Reclamation Plan</b> <i>(continued)</i></p> <p>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.</p> <p>(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 or for simple disposal and other similar costs including but not limited to the decommissioning of the PV SOLAR FARM STRUCTURES, equipment, and access roads.</p> <p>(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.</p> <p>(f) The deduction from the estimated decommissioning costs for net estimated salvage value shall be capped at 70% of the total net estimated salvage value even though the total actual salvage value shall be available in the event that decommissioning is actually required.</p> <p>(g) The total financial assurance after deduction of the net estimated salvage value shall not be less than \$1,000 per acre.</p>	<p>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.</p> <p>(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 or for simple disposal and other similar costs including but not limited to the decommissioning of the PV SOLAR FARM STRUCTURES, equipment, and access roads.</p> <p>(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.</p> <p><del>(f) The deduction from the estimated decommissioning costs for net estimated salvage value shall be capped at 70% of the total net estimated salvage value even though the total actual salvage value shall be available in the event that decommissioning is actually required.</del></p> <p><del>(g) The total financial assurance after deduction of the net estimated salvage value shall not be less than \$1,000 per acre.</del></p>
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## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>Q. Decommissioning and Site Reclamation Plan</b> <i>(continued)</i></p> <p style="padding-left: 40px;">(h) The credit for net estimated salvage value attributable to any PV SOLAR FARM may not exceed the estimated cost of removal of the above-ground portion of that PV SOLAR FARM on the subject site.</p> <p style="padding-left: 40px;">c. The GOVERNING BODY has the right to require multiple letters of credit based on the regulations governing federal insurance for deposits.</p> <p style="padding-left: 40px;">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:</p> <p style="padding-left: 80px;">(a) At least once every three years for the first 12 years of the financial assurance and at least once every two years thereafter or, if the PV SOLAR FARM modules have an unlimited warranty of a least 10 years and also have 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, then at least once every five years for the first 25 years of the financial assurance and at least once every two 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.</p>	<p style="padding-left: 40px;"><del>(h) The credit for net estimated salvage value attributable to any PV SOLAR FARM may not exceed the estimated cost of removal of the above-ground portion of that PV SOLAR FARM on the subject site.</del></p> <p style="padding-left: 40px;"><b>ee.</b> The GOVERNING BODY has the right to require multiple letters of credit based on the regulations governing federal insurance for deposits.</p> <p style="padding-left: 40px;"><b>df.</b> 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:</p> <p style="padding-left: 80px;"><b>(a)</b> <del>At least once every three years for the first 12 years of the financial assurance and at least once every two years thereafter or, if the PV SOLAR FARM modules have an unlimited warranty of a least 10 years and also have 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, then at least once every five years for the first 25 years of the financial assurance and at least once every two 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.</del></p>
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## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>Q. Decommissioning and Site Reclamation Plan</b> <i>(continued)</i></p> <p>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.</p> <p style="margin-left: 40px;">(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 PV SOLAR FARM was approved.</p> <p style="margin-left: 40px;">e. The long term corporate debt (credit) rating of the letter of credit issuing financial institution by both Standard &amp; Poor’s Financial Services LLC (S&amp;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:</p>	<p style="color: red; background-color: yellow;">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. The Applicant or its successors in interest shall file an updated decommissioning and site reclamation plan with the County on or before the end of the tenth year of commercial operation.</p> <p style="background-color: yellow;">(b) The County shall reevaluate the estimated costs of decommissioning and site reclamation every five years after the tenth anniversary of the commercial operation date. The solar farm owner shall provide an updated estimated cost of decommissioning and site reclamation that is provided by an independent Illinois licensed professional engineer.</p> <p style="background-color: yellow;">(bc) 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 PV SOLAR FARM was approved.</p> <p style="background-color: yellow;">eg. The long term corporate debt (credit) rating of the letter of credit issuing financial institution by both Standard &amp; Poor’s Financial Services LLC (S&amp;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:</p>
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## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>Q. Decommissioning and Site Reclamation Plan</b> <i>(continued)</i></p> <p>(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&amp;P) and/or Moody’s Investors Service (Moody’s) and/or the Kroll Bond Rating Agency.</p> <p>(b) The minimum acceptable long term corporate debt (credit) rating of the proposed financial institution shall be a rating of “A-” by S&amp;P or a rating of “A3” by Moody’s, or a rating of “A-” by Kroll Bond Rating Agency.</p> <p>(c) Whenever the most current long term corporate debt (credit) rating of the proposed financial institution by either S&amp;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&amp;P, Moody’s, or Kroll Bond Rating Agency meets or exceeds the minimum acceptable long term corporate debt (credit) rating.</p> <p>f. At all times the value of the irrevocable letter of credit shall be increased annually as necessary to reflect actual rates of inflation over the life span of the PV SOLAR FARM and the amount shall be equal to or exceed 125% of the amount of the independent engineer’s cost estimate as increased by known and documented rates of inflation since the PV SOLAR FARM was approved.</p>	<p>(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&amp;P) and/or Moody’s Investors Service (Moody’s) and/or the Kroll Bond Rating Agency.</p> <p>(b) The minimum acceptable long term corporate debt (credit) rating of the proposed financial institution shall be a rating of “A-” by S&amp;P or a rating of “A3” by Moody’s, or a rating of “A-” by Kroll Bond Rating Agency.</p> <p>(c) Whenever the most current long term corporate debt (credit) rating of the proposed financial institution by either S&amp;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&amp;P, Moody’s, or Kroll Bond Rating Agency meets or exceeds the minimum acceptable long term corporate debt (credit) rating.</p> <p><del>f. At all times the value of the irrevocable letter of credit shall be increased annually as necessary to reflect actual rates of inflation over the life span of the PV SOLAR FARM and the amount shall be equal to or exceed 125% of the amount of the independent engineer’s cost estimate as increased by known and documented rates of inflation since the PV SOLAR FARM was approved.</del></p>
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## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>Q. Decommissioning and Site Reclamation Plan</b> <i>(continued)</i></p> <p style="padding-left: 40px;">g. Should the salvage value of components be adjusted downward or the decommissioning costs adjusted upward pursuant to paragraph 6.1.5Q.4.d., the amount of the irrevocable letter of credit pursuant to this paragraph 6.1.5Q.4. shall be increased to reflect the adjustment, as if the adjusted estimate were the initial estimate.</p> <p style="padding-left: 40px;">h. Any financial assurance required per the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.5R. shall count towards the total financial assurance required for compliance with paragraph 6.1.1A.5.</p> <p style="padding-left: 40px;">i. 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.</p> <p>(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:</p> <p style="padding-left: 40px;">a. In the event that any PV SOLAR FARM or component thereof ceases to be functional for more than six consecutive months after it starts producing electricity and the Owner is not diligently repairing such PV SOLAR FARM or component.</p> <p style="padding-left: 40px;">b. In the event that the Owner declares the PV SOLAR FARM or any PV SOLAR FARM component to be functionally obsolete for tax purposes.</p>	<p style="padding-left: 40px;"><b>gh.</b> Should the salvage value of components be adjusted downward or the decommissioning costs adjusted upward pursuant to paragraph 6.1.7 M.4.d., the amount of the irrevocable letter of credit pursuant to this paragraph 6.1.7 M.4. shall be increased to reflect the adjustment, as if the adjusted estimate were the initial estimate.</p> <p style="padding-left: 40px;"><b>hi.</b> Any financial assurance required per the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.7 N. shall count towards the total financial assurance required for compliance with paragraph 6.1.1A.5.</p> <p style="padding-left: 40px;"><b>ij.</b> 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.</p> <p style="background-color: yellow;">(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:</p> <p style="padding-left: 40px; background-color: yellow;">a. In the event that any PV SOLAR FARM or component thereof ceases to be functional for more than six consecutive months after it starts producing electricity and the Owner is not diligently repairing such PV SOLAR FARM or component.</p> <p style="padding-left: 40px; background-color: yellow;">b. In the event that the Owner declares the PV SOLAR FARM or any PV SOLAR FARM component to be functionally obsolete for tax purposes.</p>
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## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>Q. Decommissioning and Site Reclamation Plan</b> <i>(continued)</i></p> <p>c. There is a delay in the construction of any PV SOLAR FARM of more than 6 months after construction on that PV SOLAR FARM begins.</p> <p>d. Any PV SOLAR FARM 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.</p> <p>e. Any PV SOLAR FARM or component thereof that is otherwise derelict for a period of 6 months.</p> <p>f. The PV SOLAR FARM is in violation of the terms of the PV SOLAR FARM SPECIAL USE Permit for a period exceeding ninety (90) days.</p> <p>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.</p> <p>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.</p> <p>i. The Applicant has either failed to receive a copy of the certification of design compliance required by paragraph 6.1.5D. 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.</p>	<p><del>c. There is a delay in the construction of any PV SOLAR FARM of more than 6 months after construction on that PV SOLAR FARM begins.</del></p> <p><del>d. Any PV SOLAR FARM 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.</del></p> <p><del>e. Any PV SOLAR FARM or component thereof that is otherwise derelict for a period of 6 months.</del></p> <p><del>f. The PV SOLAR FARM is in violation of the terms of the PV SOLAR FARM SPECIAL USE Permit for a period exceeding ninety (90) days.</del></p> <p><del>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.</del></p> <p><del>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.</del></p> <p><del>i. The Applicant has either failed to receive a copy of the certification of design compliance required by paragraph 6.1.5D. 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.</del></p>
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## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>Q. Decommissioning and Site Reclamation Plan</b> <i>(continued)</i></p> <p>(6) The Zoning Administrator may, but is not required to, deem the PV SOLAR FARM abandoned, or the standards set forth in Section 6.1.5Q.5. met, with respect to some, but not all, of the PV SOLAR FARM. In that event, the Zoning Administrator may draw upon the financial assurance to perform the reclamation work as to that portion of the PV SOLAR FARM only. Upon completion of that reclamation work, the salvage value and reclamation costs shall be recalculated as to the remaining PV SOLAR FARM.</p> <p>(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>	<p>(6) The Zoning Administrator may, but is not required to, deem the PV SOLAR FARM abandoned, <del>or the standards set forth in Section 6.1.7 M.5. met,</del> with respect to some, but not all, of the PV SOLAR FARM. In that event, the Zoning Administrator may draw upon the financial assurance to perform the reclamation work as to that portion of the PV SOLAR FARM only. Upon completion of that reclamation work, the salvage value and reclamation costs shall be recalculated as to the remaining PV SOLAR FARM.</p> <p>(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>
<p><b>R. Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.</b></p> <p>(1) If provided by state law, the Applicant shall enter into an Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.</p> <p>(2) The Applicant shall bear full responsibility for coordinating any special conditions required in the SPECIAL USE Permit in order to ensure compliance with the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.</p> <p>(3) All requirements of the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture shall become requirements of the COUNTY Board SPECIAL USE Permit.</p> <p>(4) Champaign County shall have the right to enforce all requirements of the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.</p>	<p>(1) <del>If provided by state law,</del> <del>the</del> Applicant shall enter into an Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.</p> <p>(2) The Applicant shall bear full responsibility for coordinating any special conditions required in the SPECIAL USE Permit in order to ensure compliance with the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.</p> <p>(3) All requirements of the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture shall become requirements of the COUNTY Board SPECIAL USE Permit.</p> <p>(4) Champaign County shall have the right to enforce all requirements of the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.</p>



## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>S. Complaint Hotline</b></p> <p>(1) Prior to the commencement of construction on the PV SOLAR FARM 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.</p> <p>(2) The telephone number hotline shall be publicized and posted at the operations and maintenance center and the construction marshalling yard.</p> <p>(3) The telephone number hotline shall be manned during usual business hours and shall be an answering recording service during other hours.</p> <p>(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.</p> <p>(5) All calls shall be recorded and the recordings shall be saved for transcription for a minimum of two years.</p> <p>(6) A copy of the telephone number hotline log shall be provided to the Zoning Administrator on a monthly basis.</p> <p>(7) The Applicant and Owner shall take necessary actions to resolve all legitimate complaints.</p>	<p>No longer applies.</p>
<p><b>T. Standard Conditions for Expiration of PV SOLAR FARM COUNTY Board SPECIAL USE Permit</b></p> <p>A PV SOLAR FARM COUNTY Board SPECIAL USE Permit designation shall expire in 10 years if no Zoning Use Permit is granted.</p>	<p>No longer applies.</p>
<p><b>U. Application Requirements</b></p> <p>(1) In addition to all other information required on the SPECIAL USE Permit application and required by Section 9.1.11A.2.,</p>	<p>(1) In addition to all other information required on the SPECIAL USE Permit application and required by Section 9.1.11A.2.,</p>

## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>U. Application Requirements</b></p> <p>the application shall contain or be accompanied by the following information:</p> <ul style="list-style-type: none"> <li>a. A PV SOLAR FARM Project Summary, including, to the extent available:             <ul style="list-style-type: none"> <li>(a) A general description of the project, including its approximate DC and AC generating capacity; the maximum number and type of solar devices, and the potential equipment manufacturer(s).</li> <li>(b) The specific proposed location of the PV SOLAR FARM including all tax parcels on which the PV SOLAR FARM will be constructed.</li> <li>(c) The specific proposed location of all tax parcels required to be included in the PV SOLAR FARM COUNTY Board SPECIAL USE Permit.</li> <li>(d) A description of the Applicant, Owner and Operator, including their respective business structures.</li> </ul> </li> <li>b. The name(s), address(es), and phone number(s) of the Applicant(s), Owner and Operator, and all property owner(s) for the PV SOLAR FARM COUNTY Board SPECIAL USE Permit.</li> <li>c. A site plan for the PV SOLAR FARM indicating the following:             <ul style="list-style-type: none"> <li>(a) The approximate planned location of all PV SOLAR FARM STRUCTURES, property lines (including identification of adjoining properties), required separations, public access roads and turnout locations, access</li> </ul> </li> </ul>	<p>the application shall contain or be accompanied by the following information:</p> <ul style="list-style-type: none"> <li>a. A PV SOLAR FARM Project Summary, including, to the extent available:             <ul style="list-style-type: none"> <li>(a) A general description of the project, including its approximate DC and AC generating capacity; the maximum number and type of solar devices, and the potential equipment manufacturer(s).</li> <li>(b) The specific proposed location of the PV SOLAR FARM including all tax parcels on which the PV SOLAR FARM will be constructed.</li> <li>(c) The specific proposed location of all tax parcels required to be included in the PV SOLAR FARM COUNTY Board SPECIAL USE Permit.</li> <li>(d) A description of the Applicant, Owner and Operator, including their respective business structures.</li> </ul> </li> <li>b. The name(s), address(es), and phone number(s) of the Applicant(s), Owner and Operator, and all property owner(s) for the PV SOLAR FARM COUNTY Board SPECIAL USE Permit.</li> <li>c. A site plan for the PV SOLAR FARM indicating the following:             <ul style="list-style-type: none"> <li>(a) The approximate planned location of all PV SOLAR FARM STRUCTURES, property lines (including identification of adjoining properties), required separations, public access roads and turnout locations, access</li> </ul> </li> </ul>
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## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>U. Application Requirements</b> <i>(continued)</i></p> <p>driveways, solar devices, electrical inverter(s), electrical transformer(s), cabling, switching station, electrical cabling from the PV SOLAR FARM to the Substation(s), ancillary equipment, screening and fencing, third party transmission lines, meteorological station, maintenance and management facilities, and layout of all structures within the geographical boundaries of any applicable setback.</p> <p>(b) The site plan shall clearly indicate the area of the proposed PV SOLAR FARM COUNTY Board SPECIAL USE Permit as required by subparagraph 6.1.5A.(1).</p> <p>(c) The location of all below-ground wiring.</p> <p>(d) The location, height, and appearance of all above-ground wiring and wiring structures.</p> <p>(e) The separation of all PV SOLAR FARM 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 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 and/or glare that were approved in the PV SOLAR FARM COUNTY Board SPECIAL USE Permit. PV SOLAR FARM structures include substations, third party</p>	<p>driveways, solar devices, electrical inverter(s), electrical transformer(s), cabling, switching station, electrical cabling from the PV SOLAR FARM to the Substation(s), ancillary equipment, screening and fencing, third party transmission lines, meteorological station, maintenance and management facilities, and layout of all structures within the geographical boundaries of any applicable setback.</p> <p>(b) The site plan shall clearly indicate the area of the proposed PV SOLAR FARM COUNTY Board SPECIAL USE Permit as required by subparagraph 6.1.5A.(1).</p> <p>(c) The location of all below-ground wiring.</p> <p>(d) The location, height, and appearance of all above-ground wiring and wiring structures.</p> <p>(e) The separation of all PV SOLAR FARM 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 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 and/or glare that were approved in the PV SOLAR FARM COUNTY Board SPECIAL USE Permit. PV SOLAR FARM structures include substations, third party</p>
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## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>U. Application Requirements</b> <i>(continued)</i></p> <p style="padding-left: 40px;">transmission lines, maintenance and management facilities, or other significant structures.</p> <p style="padding-left: 20px;">d. All other required studies, reports, certifications, and approvals demonstrating compliance with the provisions of this Ordinance.</p> <p style="padding-left: 20px;">e. The PV SOLAR FARM SPECIAL USE Permit application shall include documentation that the applicant has provided a complete copy of the SPECIAL USE Permit application to any municipality within one-and-one-half miles of the proposed PV SOLAR FARM as required by Section 6.1.5B.(2)a.(b).</p> <p style="padding-left: 20px;">f. A municipal resolution regarding the PV SOLAR FARM by any municipality located within one-and-one-half miles of the PV SOLAR FARM must be submitted to the Zoning Administrator prior to the consideration of the PV SOLAR FARM SPECIAL USE Permit by the Champaign COUNTY Board or, in the absence of such a resolution, the Zoning Administrator shall provide documentation to the COUNTY Board that any municipality within one-and-one-half miles of the PV SOLAR FARM was provided notice of the meeting dates for consideration of the proposed PV SOLAR FARM SPECIAL USE Permit for both the Environment and Land Use Committee and the COUNTY Board as required by Section 6.1.5B.(2)a.(c).</p> <p style="padding-left: 20px;">g. Documentation of an executed interconnection agreement with the appropriate electric utility shall be provided prior to issuance of a Zoning Compliance Certificate to authorize operation of the PV SOLAR FARM as required by Section 6.1.5B.(3)b.</p>	<p style="padding-left: 40px;">transmission lines, maintenance and management facilities, or other significant structures.</p> <p style="padding-left: 20px;">d. All other required studies, reports, certifications, and approvals demonstrating compliance with the provisions of this Ordinance.</p> <p style="padding-left: 20px;"><del>e. The PV SOLAR FARM SPECIAL USE Permit application shall include documentation that the applicant has provided a complete copy of the SPECIAL USE Permit application to any municipality within one-and-one-half miles of the proposed PV SOLAR FARM as required by Section 6.1.5B.(2)a.(b).</del></p> <p style="padding-left: 20px;"><del>f. A municipal resolution regarding the PV SOLAR FARM by any municipality located within one-and-one-half miles of the PV SOLAR FARM must be submitted to the Zoning Administrator prior to the consideration of the PV SOLAR FARM SPECIAL USE Permit by the Champaign COUNTY Board or, in the absence of such a resolution, the Zoning Administrator shall provide documentation to the COUNTY Board that any municipality within one and one-half miles of the PV SOLAR FARM was provided notice of the meeting dates for consideration of the proposed PV SOLAR FARM SPECIAL USE Permit for both the Environment and Land Use Committee and the COUNTY Board as required by Section 6.1.5B.(2)a.(c).</del></p> <p style="padding-left: 20px;"><del>g. Documentation of an executed interconnection agreement with the appropriate electric utility shall be provided prior to issuance of a Zoning Compliance Certificate to authorize operation of the PV SOLAR FARM as required by Section 6.1.5B.(3)b.</del></p>
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## PV SOLAR FARM ORDINANCE COMPARISON

Revised text since 3/9/23 ELUC meeting

<p><b>U. Application Requirements</b> <i>(continued)</i></p> <p>(2) The Applicant shall notify the COUNTY of any changes to the information provided above that occurs while the COUNTY Board SPECIAL USE Permit application is pending.</p> <p>(3) The Applicant shall include a copy of the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture with the Zoning Use Permit Application to authorize construction.</p>	<p>(2) The Applicant shall notify the COUNTY of any changes to the information provided above that occurs while the COUNTY Board SPECIAL USE Permit application is pending.</p> <p>(3) The Applicant shall include a copy of the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture with the Zoning Use Permit Application to authorize construction.</p>
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**AGRICULTURAL IMPACT MITIGATION AGREEMENT**  
**between**  
**and the**  
**ILLINOIS DEPARTMENT OF AGRICULTURE**  
**Pertaining to the Construction of a Commercial Wind Energy Facility**  
**in**  
**County, Illinois**

The following standards and policies are required by the Illinois Department of Agriculture (IDOA) to help preserve the integrity of any agricultural land that is impacted by the Construction and Deconstruction of a wind energy facility in accordance with the Renewable Energy Facilities Agricultural Impact Mitigation Act (Act), Public Act 100-0598. They were developed with the cooperation of agricultural agencies, organizations, Landowners, Tenants, drainage contractors, and wind energy companies to comprise this Agricultural Impact Mitigation Agreement (AIMA). This AIMA is made and entered into between the Commercial Wind Energy Facility Owner and the IDOA.

, LLC, an limited liability company authorized to transact business in Illinois, hereafter referred to as "Commercial Wind Energy Facility Owner or Facility Owner", plans to develop an approximately MW Commercial Wind Energy Facility or "Facility" in County, which will consist of approximately turbines, access roads, an underground collection line, a switchyard, a substation, and an operation and maintenance building site.

If construction does not commence within four years after this AIMA has been fully executed, this AIMA will be revised, with the Facility Owner's input, to reflect the IDOA's most current Wind Farm Construction and Deconstruction Standards and Policies. This AIMA, and any updated AIMA, will be filed with the County Board by the Facility Owner.

This AIMA is applicable to Construction and Deconstruction activities occurring partially or wholly on privately owned agricultural land.

**Conditions of the AIMA**

The actions set forth in this AIMA shall be implemented in accordance with the conditions listed below:

- A. All Construction or Deconstruction activities may be subject to County or other local requirements. However, the specifications outlined in this AIMA shall be the minimum standards applied to all Construction or Deconstruction activities.
- B. Except for Section 21(B-F), all actions set forth in this AIMA are subject to modification through negotiation by Landowners and a representative of the Facility Owner, provided such changes are negotiated in advance of any respective Construction or Deconstruction activities.
- C. The Facility Owner may negotiate with Landowners to carry out the mitigative actions that Landowners wish to perform themselves. In such instances, the Facility Owner will offer Landowners the area commercial rate for their machinery and labor costs.
- D. All mitigative actions will extend to associated future Construction, maintenance, repairs, and Deconstruction of the Commercial Wind Energy Facility.

- E. The Facility Owner will exercise Best Efforts to determine all Landowners and Tenants affected by the Construction and Deconstruction of a Facility. The Facility Owner shall keep the Landowners and Tenants informed of the project's status, meetings, and other factors that may have an impact upon their farming operations.
- F. The Facility Owner agrees to include a statement of its adherence to this AIMA in any environmental assessment and/or environmental impact statement that may be prepared in connection with the Project.
- G. Execution of this AIMA shall be made a condition of any Conditional/Special Use Permit. A copy of this AIMA shall be mailed to each Landowner. Within 30 days of execution of this AIMA, the Facility Owner shall provide postage and mailing labels to the IDOA for mailing to all Landowners. If the Facility Owner becomes aware that a Landowner was not included on the list of Landowners to which a copy of this AIMA was mailed, the Facility Owner shall notify the Department and provide postage and a mailing label as soon as possible.  

In the case of a new Underlying Agreement with a Landowner, the Facility Owner shall incorporate this AIMA into such Underlying Agreement.
- H. The Facility Owner will implement all mitigative actions to the extent that they do not conflict with the requirements of any applicable federal, state and local rules and regulations and other permits and approvals that are obtained by the Facility Owner for the Project.
- I. If any mitigative action(s) is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the mitigative actions shall be interpreted as if they did not contain the unenforceable provision.
- J. No later than 45 days prior to the Construction and/or Deconstruction of a Commercial Wind Energy Facility, the Facility Owner will provide the Landowner(s) with a toll-free number the Landowner can call to alert the Facility Owner should the Landowner(s) have questions or concerns with the work which is being done or has been carried out on his/her property.
- K. If the Facility is sold or transferred, the Facility Owner assuming ownership of the facility shall provide notice of such sale or transfer within ninety (90) days to the County and to Landowners, and the existing Financial Assurance requirements, plus the other terms of this AIMA, shall apply to the new Facility Owner.
- L. After construction, the Facility Owner will provide the IDOA with "as built" drawings (strip maps) showing the location of all tile lines damaged in the construction of the Wind Farm. The drawings and GPS tile lines repair coordinates will be provided on a county-by-county basis for distribution by the IDOA to the respective local Soil and Water Conservation District (SWCD) for the purpose of assisting Landowners with future drainage needs.
- M. In addition, after all construction is complete, all affected Landowners will receive a copy of the tile repairs location map with GPS coordinates identified as the electric cable crosses their property.
- N. The Facility Owner shall comply with all local, state and federal laws and regulations, specifically including the worker protection standards to protect workers from pesticide exposure.

## Definitions

Abandonment -	Occurs when Deconstruction has not been completed within 18 months after the wind energy facility reaches the end of its Useful Life.
Aboveground Cable -	Electrical power lines installed above grade to be utilized for conveyance of power from the Wind Turbine(s) to the Wind Facility substation.
Agricultural Impact Mitigation Agreement (AIMA) -	The Agreement between the Commercial Wind Energy Facility Owner and the Illinois Department of Agriculture described herein.
Agricultural Land -	Land used for Cropland, hayland, pasture land, managed woodlands, truck gardens, farmsteads, commercial ag-related facilities, feedlots, livestock confinement systems, land on which farm buildings are located, and land in government set-aside programs used for purposes as set forth above.
Best Efforts -	Diligent, good faith, and commercially reasonable efforts to achieve a given objective or obligation.
Commercial Operation Date -	The calendar date on which the Commercial Wind Energy Facility produces power for commercial sale, not including test power. Within ten (10) calendar days of the Commercial Operation Date, the Commercial Wind Energy Facility Owner shall notify the County and the Department of the Commercial Operation Date in writing.
Commercial Wind Energy Facility (Facility) -	A wind energy conversion facility of equal or greater than 500 kilowatts in total nameplate generating capacity. "Commercial Wind Energy Facility" includes a wind energy conversion facility seeking an extension of a permit to construct granted by a county or municipality before the effective date of this Act. "Commercial Wind Energy Facility" does not include a wind energy conversion facility: (1) that has submitted a complete permit application to a county or municipality and for which the hearing on the completed application has commenced on the date provided in the public hearing notice, which must be before the effective date of this Act; (2) for which a permit to construct has been issued before the effective date of this Act; or (3) that was constructed before the effective date of this Act.
Commercial Wind Energy Facility Owner (Facility Owner) -	A commercial enterprise that owns or operates a Wind Energy Facility of equal to or greater than 500 kilowatts in total nameplate capacity.
County -	The County where the Commercial Wind Energy Facility is located.



Construction -	The installation, preparation for installation and/or repair of a Commercial Wind Energy Facility.
Cropland -	Land used for growing row crops, small grains, or hay; includes land which was formerly used as cropland, but is currently in a government set-aside program and pastureland comprised of Prime Farmland.
Deconstruction -	The removal of a Commercial Wind Energy Facility from the property of a Landowner and the restoration of that property as provided in the Agricultural Impact Mitigation Agreement. The terms "Deconstruction" and "Decommissioning" have the same meaning and, therefore, may be interchanged with each other.
Deconstruction Plan -	<p>A plan prepared by a Professional Engineer, at the Commercial Wind Energy Facility Owner expense, that includes:</p> <ol style="list-style-type: none"><li>(1) the estimated Deconstruction cost per turbine, in current dollars at the time of filing, for the Commercial Wind Energy Facility, taking into account, among other things:<ol style="list-style-type: none"><li>i the number of Wind Turbines and related Commercial Wind Energy Facilities involved,</li><li>ii the original Construction costs of the Commercial Wind Energy Facilities,</li><li>iii the size and capacity of the Wind Turbines,</li><li>iv the salvage value of the Commercial Wind Energy Facilities,</li><li>v the Construction method and techniques for the Wind Turbines and other Commercial Wind Energy Facilities, and</li></ol></li><li>(2) a comprehensive detailed description of how the Commercial Wind Energy Facility Owner plans to pay for the Deconstruction of the Commercial Wind Energy Facility.</li></ol>
Department -	The Illinois Department of Agriculture (IDOA).
Financial Assurance -	A reclamation bond or other commercially available financial assurance that is acceptable to the County, with the County as primary beneficiary and the Landowners as secondary beneficiaries.
Landowner -	Any person with an ownership interest in property that is used for agricultural purposes and that is party to an Underlying Agreement.
Prime Farmland -	Agricultural Land comprised of soils that are defined by the USDA Natural Resources Conservation Service (NRCS) as being "prime" soils (generally considered the most productive soils with the least input of nutrients and management).

Professional Engineer -	An engineer licensed to practice engineering in the State of Illinois, and who is determined to be qualified to perform the work described herein by mutual agreement of the County and the Commercial Wind Energy Facility Owner.
Soil and Water Conservation District - (SWCD)	A local unit of government that provides technical and financial assistance to eligible landowners for the conservation of soil and water resources.
Tenant -	Any person lawfully residing or leasing/renting land that is subject to an Underlying Agreement.
Topsoil -	The uppermost layer of the soil that has the darkest color or the highest content of organic matter; more specifically, it is defined as the "A" horizon.
Underlying Agreement -	The written agreement with a Landowner(s) including, but not limited to, an easement, option, lease, or license under the terms of which another person has constructed, constructs, or intends to construct a Commercial Wind Energy Facility on the property of the Landowner.
Underground Cable -	Electrical power lines installed below grade to be utilized for conveyance of power from the Wind Turbine(s) to the Wind Facility substation.
USDA Natural Resources Conservation Service (NRCS) -	NRCS provides America's farmers with financial and technical assistance to voluntarily put conservation on the ground, not only helping the environment but agricultural operations too.
Useful Life -	A Commercial Wind Energy Facility will be presumed to have no remaining Useful Life if: (1) no electricity is generated for a continuous period of twelve (12) months and (2) the Commercial Wind Energy Facility Owner fails, for a period of 6 consecutive months, to pay the Landowner amounts owed in accordance with the Underlying Agreement.
Wind Turbine -	A wind energy conversion unit equal to or greater than 500 kilowatts in total nameplate generating capacity.

## Construction and Deconstruction Requirements

### 1. Support Structures

- A. On Agricultural Land, only single pole support structures will be used for overland transmission not located adjacent to the Commercial Wind Energy Facility substation.
- B. Where the electric line is adjacent and parallel to highway and/or railroad right-of-way, but on privately owned property, the support structures will be placed as close as reasonably practicable and allowable by the applicable County Engineer or other applicable authorities to the highway or railroad right-of-way. The only exceptions may be at jogs or weaves on the highway alignment or along highways or railroads where transmission and distribution lines are already present.
- C. The highest priority will be given to locating the electric line parallel and adjacent to highway and/or railroad right-of-way. When this is not possible, Best Efforts will be expended to place all support poles in such a manner so as to minimize their placement on Cropland (i.e., longer than normal spans will be utilized when traversing Cropland).

### 2. Aboveground Facilities

Locations for Facilities shall be selected in a manner so as to be as unobtrusive as reasonably possible to ongoing agricultural activities occurring on the land that contains the facilities. The Facility Owner's compliance with applicable local, county, state, and federal statutes, rules, regulations, and ordinances, and its securing any variations or waivers to such statutes, rules, regulations, and ordinances in accordance with applicable law, in selecting such locations shall constitute compliance with this provision.

### 3. Guy Wires and Anchors

- A. Best Efforts will be made to place guy wires and their anchors out of cropland, pastureland and hayland, placing them instead along existing utilization lines and on land not used for row crops, pasture or hay. Where this is not feasible, Best Efforts will be made to minimize guy wire impact on Cropland.
- B. All guy wires will be shielded with highly visible guards.

### 4. Underground Cabling Depth

- A. Underground electrical cables will be buried with:
  1. a minimum of 5 feet of top cover where it crosses Cropland.
  2. a minimum of 5 feet of top cover where it crosses pasture land or other Agricultural Land comprised of soils that are classified by the USDA as being prime soils.
  3. a minimum of 3 feet of top cover where it crosses pasture land and other Agricultural Land not comprised of prime soils.
  4. a minimum of 3 feet of top cover where it crosses wooded/brushy land.

- B. Notwithstanding the foregoing, in those areas where (i) rock in its natural formation and/or (ii) a continuous strata of gravel exceeding 200 feet in length are encountered, the minimum top cover will be 30 inches.

## 5. Topsoil Removal and Replacement

- A. Any excavation shall be performed in a manner to preserve topsoil. Best Efforts will be made to store the topsoil near the excavation site in such a manner that it will not become intermixed with subsoil materials.
- B. Best Efforts will be made to store all disturbed subsoil material near the excavation site and separate from the topsoil.
- C. When backfilling an excavation site, the stockpiled subsoil material will be placed back into the excavation site before replacing the topsoil.
- D. Refer to Item No. 7.A. through 7.D for procedures pertaining to rock removal from the subsoil and topsoil.
- E. Refer to Items No. 8.A. through 8.D. for procedures pertaining to the alleviation of compaction of the topsoil.
- F. Best Efforts will be performed to place the topsoil in a manner so that after settling occurs, the topsoil's original depth and contour (with an allowance for settling) will be restored as close as reasonably practicable. The same shall apply where excavations are made for road, stream, drainage ditch, or other crossings. In no instance will the topsoil materials be used for any other purpose unless agreed to otherwise by the Landowner.
- G. Excess subsoil material resulting from wind turbine foundation excavation shall be removed from Landowner's property, unless otherwise agreed to by Landowner.
- H. Topsoil stripping or separation is not required for the excavation of narrow trenches, those 24 inches wide or less.

## 6. Repair of Damaged Tile Lines

If underground drainage tile is damaged by Construction or Deconstruction, it will be repaired in a manner that assures the tile line's proper operation at the point of repair. The following shall apply to the tile line repair:

- A. The Facility Owner will work with the Landowner to identify the tile lines traversing the property included within the Underlying Agreement which will be crossed or disturbed by the construction of the Facility. All tile lines identified in this manner will be shown on the Construction and Deconstruction Plans and staked or flagged in the locations where expected crossing or disturbance is anticipated prior to Construction or Deconstruction to alert Construction and Deconstruction crews to the possible need for tile line repairs.
- B. Tile lines that are damaged, cut, or removed shall be staked or flagged with stakes or flags placed in such a manner they will remain visible until the permanent repairs are completed. In addition, the location of damaged drain tile lines will be recorded using Global Positioning Systems (GPS) technology.

- C. If water is flowing through any damaged tile line, the Facility Owner shall utilize Best Efforts to immediately and temporarily repair the tile line until such time that the Facility Owner can make permanent repairs. If the tile lines are dry and water is not flowing, temporary repairs are not required if the permanent repairs can be made by the Facility Owner within 14 days (weather and soil conditions permitting) of the time damage occurred; however, the exposed tile lines will be screened or otherwise protected to prevent the entry of foreign materials or animals into the tile lines.
- D. Where tile lines are severed by an excavation trench, repairs shall be made using the IDOA Drain Tile Repairs, Figures 1 and 2.  

If there is any dispute between the Landowner and the Facility Owner on the method of permanent tile line repair, the appropriate Soil and Water Conservation District's opinion shall be considered by the Facility Owner and the Landowner.
- E. To the extent practicable, there will be a minimum of one foot of separation between the tile line and the Underground Cable whether the Underground Cable passes over or under the tile line. If the tile line was damaged as part of the excavation for installation of the Underground Cable, the Underground Cable will be installed with a minimum one foot clearance below or over the tile line to be repaired or otherwise to the extent practicable.
- F. The original tile line alignment and gradient shall be maintained. A laser transit shall be used to ensure the proper gradient is maintained. A laser operated tiling machine shall be used to install or replace tiling segments of 100 linear feet or more.
- G. During Construction stage, all permanent tile line repairs must be made within fourteen (14) days of identification or notification of the damage, weather and soil conditions permitting. At other times, such repairs must be made at a time mutually agreed upon by the Facility Owner and the Landowner.
- H. Following Construction and/or Deconstruction activities, the Facility Owner will utilize best practices to restore the drainage in the area to the condition it was before the commencement of the Construction/Deconstruction activities. If the Facility Owner cannot agree upon a reasonable method to complete this restoration, the Facility Owner may – but is not required to – implement the recommendations of the appropriate County SWCD and such implementation would resolve the dispute.
- I. Following completion of the work, the Facility Owner will be responsible for correcting or paying for the correction of all tile line repairs that fail due to Construction and/or Deconstruction, provided any such failure was identified by Landowner within twenty-four (24) months after Construction or Deconstruction. The Facility Owner will not be responsible for tile line repairs that the Facility Owner pays the Landowner to perform. Facility Owner shall use Best Efforts to utilize a local drain tile repair company.

## 7. Rock Removal

The following rock removal procedures only pertain to rocks found in the uppermost 42 inches of soil, the common freeze zone in Illinois, which emerged on Landowner property as a result of Construction and/or Deconstruction.

- A. Before replacing any Topsoil, Best Efforts will be taken to remove all rocks greater than 3 inches in any dimension from the surface of exposed subsoil which were brought to the site as a result of Construction and/or Deconstruction.

- B. As topsoil is replaced, all rocks greater than 3 inches in any dimension will be removed from the topsoil which emerged at the site as a result of Construction and/or Deconstruction activities.
- C. If trenching, blasting, or boring operations are required through rocky terrain, precautions will be taken to minimize the potential for oversized rocks to become interspersed with adjacent soil material.
- D. Rocks and soil containing rocks removed from the subsoil areas, topsoil, or from any excavations, will be hauled off the Landowner's premises or disposed of on the Landowner's premises at a location that is mutually acceptable to the Landowner and the Facility Owner.

#### **8. Compaction and Rutting**

- A. Unless the Landowner opts to do the restoration work, after the topsoil has been replaced, all areas that were traversed by vehicles and Construction and/or Deconstruction equipment will be ripped at least 18 inches deep, and all pasture and woodland will be ripped at least 12 inches deep to the extent practicable. The existence of tile lines or underground utilities may necessitate less depth. The disturbed area will then be disked. Decompaction shall be conducted according to the guidelines provided in Appendices A and B.
- B. To the extent practicable, all ripping and disking will be done at a time when the soil is dry enough for normal tillage operations to occur on land adjacent to the right-of-way.
- C. The Facility Owner will restore all rutted land to a condition as close as possible to its original condition.
- D. If there is any dispute between the Landowner and the Facility Owner as to what areas need to be ripped/disked or the depth at which compacted areas should be ripped/disked, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.

#### **9. Construction During Wet Weather**

Except as provided below, construction activities are not allowed on farmland where normal farming operations, such as plowing, disking, planting or harvesting, cannot take place due to excessively wet soils. Wet weather conditions are to be determined on a field by field basis and not for the project as a whole.

- A. Construction activities on prepared surfaces, surfaces where topsoil and subsoil have been removed, heavily compacted in preparation, or otherwise stabilized (e.g. through cement mixing) may occur at the discretion of the Facility Owner in wet weather conditions.
- B. Construction activities on unprepared surfaces will be done only when work will not result in rutting which results in a mixing of subsoil and topsoil. Determination as to the potential of subsoil and topsoil mixing will be in consultation with the underlying Landowner, or, if approved by the Landowner, his/her designated Tenant.

**10. Land Leveling**

- A. Following the completion of Construction and/or Deconstruction of a Commercial Wind Energy Facility, the Facility Owner will utilize Best Efforts to restore the disturbed area to its original pre-construction elevation and contour should uneven settling occur or surface drainage problems develop as a result of said activity.
- B. If, within twenty-four (24) months after Construction or Deconstruction, uneven settling occurs or surface drainage problems develop as a result of the Construction or Deconstruction of a Facility, the Facility Owner will provide such land leveling services within 45 days of a Landowner's written notice, weather and soil conditions permitting.
- C. If there is any dispute between the Landowner and the Facility Owner as to what areas need additional land leveling beyond that which is done at the time of Construction, the Facility Owner may – but is not required to – implement the recommendations of the appropriate SWCD and such implementation will resolve the dispute.

**11. Prevention of Soil Erosion**

- A. The Facility Owner will work with Landowners to prevent excessive erosion on land that has been disturbed by Construction or Deconstruction of a Commercial Wind Energy Facility. Consultation with the local SWCD by the Facility Owner will take place to determine the appropriate methods to be implemented to control erosion. This is not a requirement, however, if the land is bare Cropland that the Landowner intends to leave bare until the next crop is planted.
- B. If the Landowner and Facility Owner cannot agree upon a reasonable method to control erosion on the Landowner's right-of-way, the Facility Owner may – but is not required to – implement the recommendations of the appropriate SWCD and such implementation will resolve the dispute.

**12. Repair of Damaged Soil Conservation Practices**

Consultation with the local SWCD by the Facility Owner will be carried out to determine if there are soil conservation practices (such as terraces, grassed waterways, etc.) that will be damaged by the Construction and/or Deconstruction of a Commercial Wind Energy Facility. Those conservation practices will be restored to their preconstruction condition as close as reasonably practicable in accordance with USDA Natural Resources Conservation Service technical standards. All repair costs shall be borne by the Facility Owner.

**13. Damages to Private Property**

The Facility Owner will reasonably compensate Landowners for damages caused by the Facility Owner. Damage to Cropland will be reimbursed to the Landowner as prescribed in the applicable Underlying Agreement.

**14. Clearing of Trees and Brush**

- A. If trees are to be removed for the Construction or Deconstruction of a Commercial Wind Energy Facility, the Facility Owner will consult with the Landowner to determine if there are trees of commercial or other value to the Landowner.

- B. If there are trees of commercial or other value to the Landowner, the Facility Owner will allow the Landowner the right to retain ownership of the trees to be removed with the disposition of the removed trees to be negotiated prior to the commencement of land clearing.
- C. Unless otherwise restricted by federal, state or local regulations, the Facility Owner will follow the Landowner's desires regarding the removal and disposal of trees, brush, and stumps of no value to the Landowner by burning, burial, etc., or complete removal from any affected property.

#### **15. Interference with Irrigation Systems**

- A. If the Construction or Deconstruction of a Commercial Wind Energy Facility interrupts an operational (or soon to be operational) spray irrigation system, the Facility Owner will establish with the Landowner an acceptable amount of time the irrigation system may be out of service.
- B. If, as a result of Construction or Deconstruction of a Facility, an irrigation system interruption results in crop damages, the Landowner will be compensated for all such crop damages per the applicable Underlying Agreement.
- C. If it is feasible and mutually acceptable to the Facility Owner and the Landowner, temporary measures will be implemented to allow an irrigation system to continue to operate across land on which a Facility is also being Constructed or Deconstructed.

#### **16. Access Roads**

- A. To the extent practicable, access roads will be designed to not impede surface drainage and will be built to minimize soil erosion on or near the access roads.
- B. Access roads may be left intact through mutual agreement of the Landowner and the Facility Owner unless otherwise restricted by federal, state, or local regulations after the Useful Life.
- C. If the access roads are removed, Best Efforts will be expended to assure that the land shall be restored to equivalent condition(s) as existed prior to their construction, or as otherwise agreed to by the Facility Owner and the Landowner. All access roads that are removed shall be ripped to a depth of 18 inches. All ripping will be done consistent with Items 8.A. through 8.D.

#### **17. Weed Control**

- A. The Facility Owner will provide for weed control in a manner that prevents the spread of weeds onto agricultural land affected by Construction or Deconstruction. Spraying will be done by a pesticide applicator that is appropriately licensed for doing such work in the State of Illinois.
- B. The Facility Owner will be responsible for reimbursing all reasonable costs incurred by owners of agricultural land affected by Construction or Deconstruction where it has been determined that weeds have spread from land impacted by the Facility. Reimbursement is contingent upon written notice to the Facility Owner and failure to respond within forty-five (45) days after notice is received.



**18. Pumping of Water from Open Excavations**

- A. In the event it becomes necessary to pump water from open excavations, the Facility Owner will pump the water in a manner that will avoid damaging agricultural land affected by Construction or Deconstruction. Such damages include, but are not limited to: inundation of crops for more than 24 hours, deposition of sediment in ditches and other water courses, and the deposition of subsoil sediment and gravel in fields and pastures.
- B. If it is impossible to avoid water-related damages as described in Item 18.A. above, the Facility Owner will compensate the Landowner for damages to crops as prescribed in the applicable Underlying Agreement.
- C. All pumping of water shall comply with existing drainage laws, local ordinances relating to such activities and any other applicable laws, specifically including the Clean Water Act.

**19. Advance Notice of Access to Private Property**

- A. The Facility Owner will provide the Landowner or Tenant with a minimum of 48 hours prior notice before accessing his/her property for the purpose of Construction or Deconstruction of a Commercial Wind Energy Facility.
- B. Prior notice shall consist of either: (i) a personal contact, telephone contact or email contact, whereby the Landowner or tenant is informed of the Facility Owner's intent to access the land; or (ii) the Facility Owner mails or hand delivers to the Landowner or tenant's home a dated, written notice of the Facility Owner's intent. Such written or hand delivered notice shall include a toll-free number at which agents of the Facility Owner can be reached. The Landowner or tenant need not acknowledge receipt of the written notice before the Facility Owner can enter the Landowner's property.

**20. Indemnification**

The Commercial Wind Energy Facility Owner will indemnify all Landowners, their heirs, successors, legal representatives, and assigns from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses resulting from or arising out of Construction and/or Deconstruction, including damage to such Commercial Wind Energy Facility or any of its appurtenances, except where claims, injuries, suits, damages, costs, losses, and expenses are caused by the negligence or intentional acts, or willful omissions of such Landowners, and/or the Landowners heirs, successors, legal representatives, and assigns. In such circumstances, the Landowners, and the Landowners' heirs, successors, legal representatives, and assigns will indemnify the Facility Owner, its heirs, successors, legal representatives, and assigns from and against said claims, injuries, suits, damages, costs, losses, and reasonable expenses including but not limited to attorneys' fees and costs.

**21. Deconstruction of Commercial Wind Energy Facilities and Financial Assurance**

- A. Deconstruction of a Facility shall include the removal/disposition of the following equipment/facilities utilized for operation of the Facility and located on Landowner property:
  - 1. Wind Turbine towers and blades;

2. Wind Turbine generators;
  3. Wind Turbine foundations (to depth of 5 feet);
  4. Transformers;
  5. Collection/interconnection substation (components, cable, and steel foundations), provided, however, that electrical collection cables at a depth of 5 feet or greater may be left in place;
  6. Overhead collection system;
  7. Operations/maintenance buildings, spare parts buildings and substation/switching gear buildings unless otherwise agreed to by the Landowner;
  8. Access Road(s) (unless Landowner requests in writing that the access road is to remain);
  9. Operation/maintenance yard/staging area unless otherwise agreed to by the Landowner; and
  10. Debris and litter generated by Deconstruction and Deconstruction crews.
- B. The Facility Owner shall, at its expense, complete Deconstruction of a Commercial Wind Energy Facility within eighteen (18) months after the end of the Useful Life of the Facility.
- C. During the County permit process, the Facility Owner shall file with the County, a Deconstruction Plan. A second Deconstruction Plan shall be filed with the County on or before the end of the tenth year of the Commercial Operation Date.
- D. The Facility Owner shall provide the County with Financial Assurance to cover the estimated costs of Deconstruction of the Commercial Wind Energy Facility. Provision of this Financial Assurance shall be phased in over the first 11 years of the Project's operation as follows:
1. On or before the first anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover ten (10) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan provided during the county permit process.
  2. On or before the sixth anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover fifty (50) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan provided during the county permit process.
  3. On or before the eleventh anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover one hundred (100) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan provided during the tenth year of the Commercial Operation Date.

The Financial Assurance shall not release the surety from liability until the Financial Assurance is replaced. The salvage value of the Facility may only be used to reduce the estimated costs of Deconstruction in the Deconstruction Plan if the County agrees that all interests in the salvage value are subordinate or have been subordinated to that of the County if Abandonment occurs.

- E. The County may – but is not required to – reevaluate the estimated costs of Deconstruction of any Commercial Wind Energy Facility after the tenth anniversary, and every five years thereafter, of the Commercial Operation Date which reevaluation must be performed by an independent third party Professional Engineer licensed in the State of Illinois. The County shall provide the Facility Owner with a copy of any reevaluation report. Based on any reevaluation, the County may require changes in the level of Financial Assurance used to calculate the phased coverages described in Section 21 D. required from the Facility Owner. The Facility Owner shall be responsible for the cost of any reevaluation by a third party Professional Engineer.
  
- F. Upon Abandonment, the County may take all appropriate actions for Deconstruction, including drawing upon the Financial Assurance. In the event the County declines to take any action for Deconstruction, the Landowners may draw upon the Financial Assurance.

**Concurrence of the Parties to this AIMA**

The Illinois Department of Agriculture and \_\_\_\_\_, LLC concur that this AIMA is the complete AIMA governing the mitigation of agricultural impacts that may result from the construction of the wind farm project in \_\_\_\_\_ County within the State of Illinois.

The effective date of this AIMA commences on the date of execution.

**STATE OF ILLINOIS  
DEPARTMENT OF AGRICULTURE**

**\_\_\_\_\_, LLC  
a state name limited liability company**

\_\_\_\_\_  
By Jerry Costello II, Director

\_\_\_\_\_  
By \_\_\_\_\_, title

\_\_\_\_\_  
By John Teefey, General Counsel

address

801 E. Sangamon Avenue, 62702  
State Fairgrounds, POB 19281  
Springfield IL 62794-9281

\_\_\_\_\_, 2022

\_\_\_\_\_, 2022

STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT  
between

\_\_\_\_\_

and the  
**ILLINOIS DEPARTMENT OF AGRICULTURE**  
**Pertaining to the Construction of a Commercial Solar Energy Facility**  
in  
\_\_\_\_\_ **County, Illinois**

Pursuant to the Renewable Energy Facilities Agricultural Impact Mitigation Act (505 ILCS 147), the following standards and policies are required by the Illinois Department of Agriculture (IDOA) to help preserve the integrity of any Agricultural Land that is impacted by the Construction and Deconstruction of a Commercial Solar Energy Facility. They were developed with the cooperation of agricultural agencies, organizations, Landowners, Tenants, drainage contractors, and solar energy companies to comprise this Agricultural Impact Mitigation Agreement (AIMA).

\_\_\_\_\_, hereafter referred to as Commercial Solar Energy Facility Owner, or simply as Facility Owner, plans to develop and/or operate a \_\_\_\_\_ Commercial Solar Energy Facility in \_\_\_\_\_ County [GPS Coordinates: \_\_\_\_\_], which will consist of up to \_\_\_\_\_ acres that will be covered by solar facility related components, such as solar panel arrays, racking systems, access roads, an onsite underground collection system, inverters and transformers and any affiliated electric transmission lines. This AIMA is made and entered between the Facility Owner and the IDOA.

If Construction does not commence within four years after this AIMA has been fully executed, this AIMA shall be revised, with the Facility Owner's input, to reflect the IDOA's most current Solar Farm Construction and Deconstruction Standards and Policies. This AIMA, and any updated AIMA, shall be filed with the County Board by the Facility Owner prior to the commencement of Construction.

The below prescribed standards and policies are applicable to Construction and Deconstruction activities occurring partially or wholly on privately owned agricultural land.

**Conditions of the AIMA**

The mitigative actions specified in this AIMA shall be subject to the following conditions:

- A. All Construction or Deconstruction activities may be subject to County or other local requirements. However, the specifications outlined in this AIMA shall be the minimum standards applied to all Construction or Deconstruction activities. IDOA may utilize any legal means to enforce this AIMA.
- B. Except for Section 17. B. through F., all actions set forth in this AIMA are subject to modification through negotiation by Landowners and the Facility Owner, provided such changes are negotiated in advance of the respective Construction or Deconstruction activities.
- C. The Facility Owner may negotiate with Landowners to carry out the actions that Landowners wish to perform themselves. In such instances, the Facility Owner shall offer Landowners the area commercial rate for their machinery and labor costs.

## Standard Solar Agricultural Impact Mitigation Agreement

- D. All provisions of this AIMA shall apply to associated future Construction, maintenance, repairs, and Deconstruction of the Facility referenced by this AIMA.
- E. The Facility Owner shall keep the Landowners and Tenants informed of the Facility's Construction and Deconstruction status, and other factors that may have an impact upon their farming operations.
- F. The Facility Owner shall include a statement of its adherence to this AIMA in any environmental assessment and/or environmental impact statement.
- G. Execution of this AIMA shall be made a condition of any Conditional/Special Use Permit. Not less than 30 days prior to the commencement of Construction, a copy of this AIMA shall be provided by the Facility Owner to each Landowner that is party to an Underlying Agreement. In addition, this AIMA shall be incorporated into each Underlying Agreement.
- H. The Facility Owner shall implement all actions to the extent that they do not conflict with the requirements of any applicable federal, state and local rules and regulations and other permits and approvals that are obtained by the Facility Owner for the Facility.
- I. No later than 45 days prior to the Construction and/or Deconstruction of a Facility, the Facility Owner shall provide the Landowner(s) with a telephone number the Landowner can call to alert the Facility Owner should the Landowner(s) have questions or concerns with the work which is being done or has been carried out on his/her property.
- J. If there is a change in ownership of the Facility, the Facility Owner assuming ownership of the Facility shall provide written notice within 90 days of ownership transfer, to the Department, the County, and to Landowners of such change. The Financial Assurance requirements and the other terms of this AIMA shall apply to the new Facility Owner.
- K. The Facility Owner shall comply with all local, state and federal laws and regulations, specifically including the worker protection standards to protect workers from pesticide exposure.
- L. Within 30 days of execution of this AIMA, the Facility Owner shall use Best Efforts to provide the IDOA with a list of all Landowners that are party to an Underlying Agreement and known Tenants of said Landowner who may be affected by the Facility. As the list of Landowners and Tenants is updated, the Facility Owner shall notify the IDOA of any additions or deletions.
- M. If any provision of this AIMA is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the AIMA shall be interpreted as if it did not contain the unenforceable provision.

### **Definitions**

#### Abandonment

When Deconstruction has not been completed within 12 months after the Commercial Solar Energy Facility reaches the end of its useful life. For purposes of this definition, a Commercial Solar Energy Facility shall be presumed to have reached the end of its useful life if the Commercial Solar Energy Facility Owner fails, for a period of 6 consecutive months, to pay the Landowner amounts owed in accordance with an Underlying Agreement.

## Standard Solar Agricultural Impact Mitigation Agreement

Aboveground Cable	Electrical power lines installed above ground surface to be utilized for conveyance of power from the solar panels to the solar facility inverter and/or point of interconnection to utility grid or customer electric meter.
Agricultural Impact Mitigation Agreement (AIMA)	The Agreement between the Facility Owner and the Illinois Department of Agriculture (IDOA) described herein.
Agricultural Land	Land used for Cropland, hayland, pastureland, managed woodlands, truck gardens, farmsteads, commercial ag-related facilities, feedlots, livestock confinement systems, land on which farm buildings are located, and land in government conservation programs used for purposes as set forth above.
Best Efforts	Diligent, good faith, and commercially reasonable efforts to achieve a given objective or obligation.
Commercial Operation Date	The calendar date of which the Facility Owner notifies the Landowner, County, and IDOA in writing that commercial operation of the facility has commenced. If the Facility Owner fails to provide such notifications, the Commercial Operation Date shall be the execution date of this AIMA plus 6 months.
Commercial Solar Energy Facility (Facility)	A solar energy conversion facility equal to or greater than 500 kilowatts in total nameplate capacity, including a solar energy conversion facility seeking an extension of a permit to construct granted by a county or municipality before June 29, 2018. "Commercial solar energy facility" does not include a solar energy conversion facility: (1) for which a permit to construct has been issued before June 29, 2018; (2) that is located on land owned by the commercial solar energy facility owner; (3) that was constructed before June 29, 2018; or (4) that is located on the customer side of the customer's electric meter and is primarily used to offset that customer's electricity load and is limited in nameplate capacity to less than or equal to 2,000 kilowatts.
Commercial Solar Energy Facility Owner deemed (Facility Owner)	A person or entity that owns a commercial solar energy facility. A Commercial Solar Energy Facility Owner is not nor shall it be to be a public utility as defined in the Public Utilities Act.
County	The County or Counties where the Commercial Solar Energy Facility is located.
Construction	The installation, preparation for installation and/or repair of a Facility.
Cropland	Land used for growing row crops, small grains or hay; includes land which was formerly used as cropland, but is currently enrolled in a government conservation program; also includes pastureland that is classified as Prime Farmland.

## Standard Solar Agricultural Impact Mitigation Agreement

Deconstruction	The removal of a Facility from the property of a Landowner and the restoration of that property as provided in the AIMA.
Deconstruction Plan	<p>A plan prepared by a Professional Engineer, at the Facility's expense, that includes:</p> <ol style="list-style-type: none"> <li>(1) the estimated Deconstruction cost, in current dollars at the time of filing, for the Facility, considering among other things: <ol style="list-style-type: none"> <li>i. the number of solar panels, racking, and related facilities involved;</li> <li>ii. the original Construction costs of the Facility;</li> <li>iii. the size and capacity, in megawatts of the Facility;</li> <li>iv. the salvage value of the facilities (if all interests in salvage value are subordinate to that of the Financial Assurance holder if abandonment occurs);</li> <li>v. the Construction method and techniques for the Facility and for other similar facilities; and</li> </ol> </li> <li>(2) a comprehensive detailed description of how the Facility Owner plans to pay for the Deconstruction of the Facility.</li> </ol>
Department	The Illinois Department of Agriculture (IDOA).
Financial Assurance	A reclamation or surety bond or other commercially available financial assurance that is acceptable to the County, with the County or Landowner as beneficiary.
Landowner	Any person with an ownership interest in property that is used for agricultural purposes and that is party to an Underlying Agreement.
Prime Farmland	Agricultural Land comprised of soils that are defined by the USDA Natural Resources Conservation Service (NRCS) as "Prime Farmland" (generally considered to be the most productive soils with the least input of nutrients and management).
Professional Engineer	An engineer licensed to practice engineering in the State of Illinois.
Soil and Water Conservation District (SWCD)	A unit of local government that provides technical and financial assistance to eligible Landowners for the conservation of soil and water resources.
Tenant	Any person, apart from the Facility Owner, lawfully residing or leasing/renting land that is subject to an Underlying Agreement.
Topsoil	The uppermost layer of the soil that has the darkest color or the highest content of organic matter; more specifically, it is defined as the "A" horizon.
Underlying Agreement	The written agreement between the Facility Owner and the Landowner(s) including, but not limited to, an easement, option, lease, or license under the terms of which another person has constructed, constructs, or intends to construct a Facility on the property of the Landowner.



Underground Cable	Electrical power lines installed below the ground surface to be utilized for conveyance of power within a Facility or from a Commercial Solar Energy Facility to the electric grid.
USDA Natural Resources Conservation Service (NRCS)	An agency of the United States Department of Agriculture that provides America's farmers with financial and technical assistance to aid with natural resources conservation.

## **Construction and Deconstruction Standards and Policies**

### **1. Support Structures**

- A. Only single pole support structures shall be used for the Construction and operation of the Facility on Agricultural Land. Other types of support structures, such as lattice towers or H-frames, may be used on nonagricultural land.
- B. Where a Facility's Aboveground Cable will be adjacent and parallel to highway and/or railroad right-of-way, but on privately owned property, the support structures shall be placed as close as reasonably practicable and allowable by the applicable County Engineer or other applicable authorities to the highway or railroad right-of-way. The only exceptions may be at jogs or weaves on the highway alignment or along highways or railroads where transmission and distribution lines are already present.
- C. When it is not possible to locate Aboveground Cable next to highway or railroad right-of-way, Best Efforts shall be expended to place all support poles in such a manner to minimize their placement on Cropland (i.e., longer than normal above ground spans shall be utilized when traversing Cropland).

### **2. Aboveground Facilities**

Locations for facilities shall be selected in a manner that is as unobtrusive as reasonably possible to ongoing agricultural activities occurring on the land that contains or is adjacent to the Facility.

### **3. Guy Wires and Anchors**

Best Efforts shall be made to place guy wires and their anchors, if used, out of Cropland, pastureland and hayland, placing them instead along existing utilization lines and on land other than Cropland. Where this is not feasible, Best Efforts shall be made to minimize guy wire impact on Cropland. All guy wires shall be shielded with highly visible guards.

### **4. Underground Cabling Depth**

- A. Underground electrical cables located outside the perimeter of the (fence) of the solar panels shall be buried with:
  1. a minimum of 5 feet of top cover where they cross Cropland.
  2. a minimum of 5 feet of top cover where they cross pastureland or other non-Cropland classified as Prime Farmland.
  3. a minimum of 3 feet of top cover where they cross pastureland and other Agricultural Land not classified as Prime Farmland.

4. a minimum of 3 feet of top cover where they cross wooded/brushy land.
- B. Provided that the Facility Owner removes the cables during Deconstruction, underground electric cables may be installed to a minimum depth of 18 inches:
  1. Within the fenced perimeter of the Facility; or
  2. When buried under an access road associated with the Facility provided that the location and depth of cabling is clearly marked at the surface.
- C. If Underground Cables within the fenced perimeter of the solar panels are installed to a minimum depth of 5 feet, they may remain in place after Deconstruction.

## **5. Topsoil Removal and Replacement**

- A. Any excavation shall be performed in a manner to preserve topsoil. Best Efforts shall be made to store the topsoil near the excavation site in such a manner that it will not become intermixed with subsoil materials.
- B. Best Efforts shall be made to store all disturbed subsoil material near the excavation site and separate from the topsoil.
- C. When backfilling an excavation site, Best Efforts shall be used to ensure the stockpiled subsoil material will be placed back into the excavation site before replacing the topsoil.
- D. Refer to Section 7 for procedures pertaining to rock removal from the subsoil and topsoil.
- E. Refer to Section 8 for procedures pertaining to the repair of compaction and rutting of the topsoil.
- F. Best Efforts shall be performed to place the topsoil in a manner so that after settling occurs, the topsoil's original depth and contour will be restored as close as reasonably practicable. The same shall apply where excavations are made for road, stream, drainage ditch, or other crossings. In no instance shall the topsoil materials be used for any other purpose unless agreed to explicitly and in writing by the Landowner.
- G. Based on the mutual agreement of the landowner and Facility Owner, excess soil material resulting from solar facility excavation shall either be removed or stored on the Landowner's property and reseeded per the applicable National Pollution Discharge Elimination System (NPDES) permit/Stormwater Pollution Prevention Plan (SWPPP). After the Facility reaches the end of its Useful Life, the excess subsoil material shall be returned to an excavation site or removed from the Landowner's property, unless otherwise agreed to by Landowner.

## **6. Rerouting and Permanent Repair of Agricultural Drainage Tiles**

The following standards and policies shall apply to underground drainage tile line(s) directly or indirectly affected by Construction and/or Deconstruction:

- A. Prior to Construction, the Facility Owner shall work with the Landowner to identify drainage tile lines traversing the property subject to the Underlying Agreement to the extent reasonably practicable. All drainage tile lines identified in this manner shall be shown on the Construction and Deconstruction Plans.

B. The location of all drainage tile lines located adjacent to or within the footprint of the Facility shall be recorded using Global Positioning Systems (GPS) technology. Within 60 days after Construction is complete, the Facility Owner shall provide the Landowner, the IDOA, and the respective County Soil and Water Conservation District (SWCD) with "as built" drawings (strip maps) showing the location of all drainage tile lines by survey station encountered in the Construction of the Facility, including any tile line repair location(s), and any underground cable installed as part of the Facility.

**C. Maintaining Surrounding Area Subsurface Drainage**

If drainage tile lines are damaged by the Facility, the Facility Owner shall repair the lines or install new drainage tile line(s) of comparable quality and cost to the original(s), and of sufficient size and appropriate slope in locations that limit direct impact from the Facility. If the damaged tile lines cause an unreasonable disruption to the drainage system, as determined by the Landowner, then such repairs shall be made promptly to ensure appropriate drainage. Any new line(s) may be located outside of, but adjacent to the perimeter of the Facility. Disrupted adjacent drainage tile lines shall be attached thereto to provide an adequate outlet for the disrupted adjacent tile lines.

**D. Re-establishing Subsurface Drainage Within Facility Footprint**

Following Deconstruction and using Best Efforts, if underground drainage tile lines were present within the footprint of the facility and were severed or otherwise damaged during original Construction, facility operation, and/or facility Deconstruction, the Facility Owner shall repair existing drainage tiles or install new drainage tile lines of comparable quality and cost to the original, within the footprint of the Facility with sufficient capacity to restore the underground drainage capacity that existed within the footprint of the Facility prior to Construction. Such installation shall be completed within 12 months after the end of the useful life of the Facility and shall be compliant with Figures 1 and 2 to this Agreement or based on prudent industry standards if agreed to by Landowner.

E. If there is any dispute between the Landowner and the Facility Owner on the method of permanent drainage tile line repair, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.

F. During Deconstruction, all additional permanent drainage tile line repairs beyond those included above in Section 6.D. must be made within 30 days of identification or notification of the damage, weather and soil conditions permitting. At other times, such repairs must be made at a time mutually agreed upon by the Facility Owner and the Landowner. If the Facility Owner and Landowner cannot agree upon a reasonable method to complete this restoration, the Facility Owner may implement the recommendations of the appropriate County SWCD and such implementation constitutes compliance with this provision.

G. Following completion of the work required pursuant to this Section, the Facility Owner shall be responsible for correcting all drainage tile line repairs that fail due to Construction and/or Deconstruction for one year following the completion of Construction or Deconstruction, provided those repairs were made by the Facility Owner. The Facility Owner shall not be responsible for drainage tile repairs that the Facility Owner pays the Landowner to perform.

## 7. Rock Removal

With any excavations, the following rock removal procedures pertain only to rocks found in the uppermost 42 inches of soil, the common freeze zone in Illinois, which emerged or were brought to the site as a result of Construction and/or Deconstruction.

- A. Before replacing any topsoil, Best Efforts shall be taken to remove all rocks greater than 3 inches in any dimension from the surface of exposed subsoil which emerged or were brought to the site as a result of Construction and/or Deconstruction.
- B. If trenching, blasting, or boring operations are required through rocky terrain, precautions shall be taken to minimize the potential for oversized rocks to become interspersed in adjacent soil material.
- C. Rocks and soil containing rocks removed from the subsoil areas, topsoil, or from any excavations, shall be removed from the Landowner's premises or disposed of on the Landowner's premises at a location that is mutually acceptable to the Landowner and the Facility Owner.

## 8. Repair of Compaction and Rutting

- A. Unless the Landowner opts to do the restoration work on compaction and rutting, after the topsoil has been replaced post-Deconstruction, all areas within the boundaries of the Facility that were traversed by vehicles and Construction and/or Deconstruction equipment that exhibit compaction and rutting shall be restored by the Facility Owner. All prior Cropland shall be ripped at least 18 inches deep or to the extent practicable, and all pasture and woodland shall be ripped at least 12 inches deep or to the extent practicable. The existence of drainage tile lines or underground utilities may necessitate less ripping depth. The disturbed area shall then be disked.
- B. All ripping and disking shall be done at a time when the soil is dry enough for normal tillage operations to occur on Cropland adjacent to the Facility.
- C. The Facility Owner shall restore all rutted land to a condition as close as possible to its original condition upon Deconstruction, unless necessary earlier as determined by the Landowner.
- D. If there is any dispute between the Landowner and the Facility Owner as to what areas need to be ripped/disked or the depth at which compacted areas should be ripped/disked, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.

## 9. Construction During Wet Weather

Except as provided below, construction activities are not allowed on agricultural land during times when normal farming operations, such as plowing, disking, planting or harvesting, cannot take place due to excessively wet soils. With input from the landowner, wet weather conditions may be determined on a field by field basis.

- A. Construction activities on prepared surfaces, surfaces where topsoil and subsoil have been removed, heavily compacted in preparation, or otherwise stabilized (e.g. through cement mixing) may occur at the discretion of the Facility Owner in wet weather conditions.

- B. Construction activities on unprepared surfaces will be done only when work will not result in rutting which may mix subsoil and topsoil. Determination as to the potential of subsoil and topsoil mixing will be made in consultation with the underlying Landowner, or, if approved by the Landowner, his/her designated tenant or designee.

#### **10. Prevention of Soil Erosion**

- A. The Facility Owner shall work with Landowners and create and follow a SWPPP to prevent excessive erosion on land that has been disturbed by Construction or Deconstruction of a Facility.
- B. If the Landowner and Facility Owner cannot agree upon a reasonable method to control erosion on the Landowner's property, the Facility Owner shall consider the recommendations of the appropriate County SWCD to resolve the disagreement.
- C. The Facility Owner may, per the requirements of the project SWPPP and in consultation with the Landowner, seed appropriate vegetation around all panels and other facility components to prevent erosion. The Facility Owner must utilize Best Efforts to ensure that all seed mixes will be as free of any noxious weed seeds as possible. The Facility Owner shall consult with the Landowner regarding appropriate varieties to seed.

#### **11. Repair of Damaged Soil Conservation Practices**

Consultation with the appropriate County SWCD by the Facility Owner shall be carried out to determine if there are soil conservation practices (such as terraces, grassed waterways, etc.) that will be damaged by the Construction and/or Deconstruction of the Facility. Those conservation practices shall be restored to their preconstruction condition as close as reasonably practicable following Deconstruction in accordance with USDA NRCS technical standards. All repair costs shall be the responsibility of the Facility Owner.

#### **12. Compensation for Damages to Private Property**

The Facility Owner shall reasonably compensate Landowners for damages caused by the Facility Owner. Damage to Agricultural Land shall be reimbursed to the Landowner as prescribed in the applicable Underlying Agreement.

#### **13. Clearing of Trees and Brush**

- A. If trees are to be removed for the Construction or Deconstruction of a Facility, the Facility Owner shall consult with the Landowner to determine if there are trees of commercial or other value to the Landowner.
- B. If there are trees of commercial or other value to the Landowner, the Facility Owner shall allow the Landowner the right to retain ownership of the trees to be removed and the disposition of the removed trees shall be negotiated prior to the commencement of land clearing.

#### **14. Access Roads**

- A. To the extent practicable, access roads shall be designed to not impede surface drainage and shall be built to minimize soil erosion on or near the access roads.

- B. Access roads may be left intact during Construction, operation or Deconstruction through mutual agreement of the Landowner and the Facility Owner unless otherwise restricted by federal, state, or local regulations.
- C. If the access roads are removed, Best Efforts shall be expended to assure that the land shall be restored to equivalent condition(s) as existed prior to their construction, or as otherwise agreed to by the Facility Owner and the Landowner. All access roads that are removed shall be ripped to a depth of 18 inches. All ripping shall be performed consistent with Section 8.

#### **15. Weed/Vegetation Control**

- A. The Facility Owner shall provide for weed control in a manner that prevents the spread of weeds. Chemical control, if used, shall be done by an appropriately licensed pesticide applicator.
- B. The Facility Owner shall be responsible for the reimbursement of all reasonable costs incurred by owners of agricultural land where it has been determined by the appropriate state or county entity that weeds have spread from the Facility to their property. Reimbursement is contingent upon written notice to the Facility Owner. Facility Owner shall reimburse the property owner within 45 days after notice is received.
- C. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility is properly and appropriately maintained. Maintenance may include, but not be limited to, mowing, trimming, chemical control, or the use of livestock as agreed to by the Landowner.
- D. The Deconstruction plans must include provisions for the removal of all weed control equipment used in the Facility, including weed-control fabrics or other ground covers.

#### **16. Indemnification of Landowners**

The Facility Owner shall indemnify all Landowners, their heirs, successors, legal representatives, and assigns from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses resulting from or arising out of the Commercial Solar Energy Facility, including Construction and Deconstruction thereof, and also including damage to such Facility or any of its appurtenances, except where claims, injuries, suits, damages, costs, losses, and expenses are caused by the negligence or intentional acts, or willful omissions of such Landowners, and/or the Landowners heirs, successors, legal representatives, and assigns.

#### **17. Deconstruction Plans and Financial Assurance of Commercial Solar Energy Facilities**

- A. Deconstruction of a Facility shall include the removal/disposition of all solar related equipment/facilities, including the following utilized for operation of the Facility and located on Landowner property:
  1. Solar panels, cells and modules;
  2. Solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems;
  3. Solar panel foundations, if used (to depth of 5 feet);

## Standard Solar Agricultural Impact Mitigation Agreement

4. Transformers, inverters, energy storage facilities, or substations, including all components and foundations; however, Underground Cables at a depth of 5 feet or greater may be left in place;
  5. Overhead collection system components;
  6. Operations/maintenance buildings, spare parts buildings and substation/switching gear buildings unless otherwise agreed to by the Landowner;
  7. Access Road(s) unless Landowner requests in writing that the access road is to remain;
  8. Operation/maintenance yard/staging area unless otherwise agreed to by the Landowner; and
  9. Debris and litter generated by Deconstruction and Deconstruction crews.
- B. The Facility Owner shall, at its expense, complete Deconstruction of a Facility within twelve (12) months after the end of the useful life of the Facility.
- C. During the County permit process, or if none, then prior to the commencement of construction, the Facility Owner shall file with the County a Deconstruction Plan. The Facility Owner shall file an updated Deconstruction Plan with the County on or before the end of the tenth year of commercial operation.
- D. The Facility Owner shall provide the County with Financial Assurance to cover the estimated costs of Deconstruction of the Facility. Provision of this Financial Assurance shall be phased in over the first 11 years of the Project's operation as follows:
1. On or before the first anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover ten (10) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
  2. On or before the sixth anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover fifty (50) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
  3. On or before the eleventh anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover one hundred (100) percent of the estimated costs of Deconstruction of the Facility as determined in the updated Deconstruction Plan provided during the tenth year of commercial operation.

The Financial Assurance shall not release the surety from liability until the Financial Assurance is replaced. The salvage value of the Facility may only be used to reduce the estimated costs of Deconstruction if the County agrees that all interests in the salvage value are subordinate or have been subordinated to that of the County if Abandonment occurs.

- E. The County may, but is not required to, reevaluate the estimated costs of Deconstruction of any Facility after the tenth anniversary, and every five years thereafter, of the Commercial Operation Date. Based on any reevaluation, the County may require changes in the level of Financial Assurance used to calculate the phased Financial Assurance levels described in Section 17.D. required from the Facility Owner. If the County is unable to its satisfaction to perform the investigations necessary to approve the Deconstruction Plan filed by the Facility Owner, then the County and Facility may mutually agree on the selection of a Professional Engineer independent of the Facility Owner to conduct any necessary investigations. The Facility Owner shall be responsible for the cost of any such investigations.
- F. Upon Abandonment, the County may take all appropriate actions for Deconstruction including drawing upon the Financial Assurance.

**Concurrence of the Parties to this AIMA**

The Illinois Department of Agriculture and \_\_\_\_\_ concur that this AIMA is the complete AIMA governing the mitigation of agricultural impacts that may result from the Construction and Deconstruction of the solar farm project in \_\_\_\_\_ County within the State of Illinois.

The effective date of this AIMA commences on the date of execution.

**STATE OF ILLINOIS  
DEPARTMENT OF AGRICULTURE**

\_\_\_\_\_

\_\_\_\_\_  
By: Jerry Costello II, Director

\_\_\_\_\_  
By \_\_\_\_\_

\_\_\_\_\_  
By John Teefey, General Counsel

\_\_\_\_\_  
Address

801 E. Sangamon Avenue, 62702  
State Fairgrounds, POB 19281 Springfield,  
IL 62794-9281

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_



**Attachment H: LRMP Goals, Objectives and Policies**

can be found online at: [http://www.co.champaign.il.us/CountyBoard/meetings\\_ZBA.php](http://www.co.champaign.il.us/CountyBoard/meetings_ZBA.php)

**PRELIMINARY DRAFT**

**086-AT-23**

**FINDING OF FACT  
AND FINAL DETERMINATION**

**of**

**Champaign County Zoning Board of Appeals**

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Final Determination: ***{RECOMMEND ENACTMENT/RECOMMEND DENIAL}***

Date: ***{March 30, 2023}***

Petitioner: **Zoning Administrator**

Request: **Amend the Champaign County Zoning Ordinance as follows in order to ensure compliance with Public Act 102-1123:**

- 1. Add the following definitions to Section 3.0 Definitions: FACILITY OWNER, NON-PARTICIPATING PROPERTY, OCCUPIED COMMUNITY BUILDING, PARTICIPATING PROPERTY.**
- 2. Revise the following definitions in Section 3.0 Definitions: PARTICIPATING DWELLING, NON-PARTICIPATING DWELLING, COMMUNITY PV SOLAR FARM**
- 3. Revise Section 6.1.4 WIND FARM SPECIAL USE PERMIT to establish an effective date for regulating previously authorized WIND FARMS.**
- 4. Add new Section 6.1.5 PROPOSED WIND FARM SPECIAL USE PERMIT to establish regulations applicable after an effective date for proposed WIND FARMS, including but not limited to:**
  - a. Establish a separation from each WIND FARM TOWER of 1.1 times the maximum blade tip height to the nearest PARTICIPATING DWELLING, to the center point of a public street right-of-way, to the nearest non-participating property line, and to third-party transmission lines.**
  - b. Establish a separation from each WIND FARM TOWER of 2.1 times the maximum blade tip height to the nearest NON-PARTICIPATING DWELLING or OCCUPIED COMMUNITY BUILDING, and to the nearest point on the property line of fish and wildlife areas and Illinois Nature Preserve Commission protected lands.**
  - c. Establish that the total WIND FARM TOWER HEIGHT (measured to the tip of the highest rotor blade) must receive a Determination of No Hazard to Air Navigation by the Federal Aviation Administration under 14 CFR Part 77.**

- d. **Establish that the financial assurance for WIND FARMS will be based on the requirements in the Agricultural Impact Mitigation Agreement but will be required to be an Escrow Account.**
  - e. **Add other new standard conditions consistent with Public Act 102-1123.**
5. **Renumber existing Section 6.1.5 to new Section 6.1.6 PHOTOVOLTAIC (PV) SOLAR FARM and establish an effective date for regulating previously authorized PHOTOVOLTAIC (PV) SOLAR FARMS.**
6. **Add new Section 6.1.7 PROPOSED PHOTOVOLTAIC (PV) SOLAR FARM to establish regulations applicable after an effective date for proposed PHOTOVOLTAIC (PV) SOLAR FARMS, including but not limited to:**
- a. **Establish a separation of 50 feet between the PV SOLAR FARM fencing and the street centerline.**
  - b. **Establish a separation of 50 feet between the nearest edge of any component of the PV SOLAR FARM and the nearest point on the property line of the non-participating property.**
  - c. **Establish a separation of 150 feet from the nearest edge of any component of the PV SOLAR FARM and the nearest point on the outside wall of an OCCUPIED COMMUNITY BUILDING or NON-PARTICIPATING DWELLING.**
  - d. **Establish that the financial assurance for PV SOLAR FARMS will be based on the requirements in the Agricultural Impact Mitigation Agreement.**
  - e. **Add other new standard conditions consistent with Public Act 102-1123.**

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**FINDING OF FACT**

From the documents of record and the testimony and exhibits received at the public hearing conducted on **March 30, 2023**, the Zoning Board of Appeals of Champaign County finds that:

1. The petitioner is the Zoning Administrator.
2. The proposed amendment is intended to revise requirements for WIND FARMS and PV SOLAR FARMS in the Zoning Ordinance to comply with Public Act 102-1123.
3. Municipalities with zoning and townships with planning commissions have protest rights on all text amendments and they are notified of such cases.

**SUMMARY OF THE PROPOSED AMENDMENT**

4. The proposed amendment is attached to this Finding of Fact as it will appear in the Zoning Ordinance.

**GENERALLY REGARDING THE LRMP GOALS, OBJECTIVES, AND POLICIES**

5. The *Champaign County Land Resource Management Plan* (LRMP) was adopted by the County Board on April 22, 2010. The LRMP Goals, Objectives, and Policies were drafted through an inclusive and public process that produced a set of ten goals, 42 objectives, and 100 policies, which are currently the only guidance for amendments to the *Champaign County Zoning Ordinance*, as follows:
  - A. The Purpose Statement of the LRMP Goals, Objectives, and Policies is as follows:
 

“It is the purpose of this plan to encourage municipalities and the County to protect the land, air, water, natural resources and environment of the County and to encourage the use of such resources in a manner which is socially and economically desirable. The Goals, Objectives and Policies necessary to achieve this purpose are as follows:...”
  - B. The LRMP defines Goals, Objectives, and Policies as follows:
    - (1) Goal: an ideal future condition to which the community aspires
    - (2) Objective: a tangible, measurable outcome leading to the achievement of a goal
    - (3) Policy: a statement of actions or requirements judged to be necessary to achieve goals and objectives
  - C. The Background given with the LRMP Goals, Objectives, and Policies further states, “Three documents, the *County Land Use Goals and Policies* adopted in 1977, and two sets of *Land Use Regulatory Policies*, dated 2001 and 2005, were built upon, updated, and consolidated into the LRMP Goals, Objectives and Policies.

**REGARDING LRMP GOALS**

6. LRMP Goal 1 is entitled “Planning and Public Involvement” and states that as follows:

**Champaign County will attain a system of land resource management planning built on broad public involvement that supports effective decision making by the County.**

Goal 1 has 4 objectives and 4 policies. The proposed amendment ***WILL NOT IMPEDE*** the achievement of Goal 1.

7. LRMP Goal 2 is entitled “Governmental Coordination” and states as follows:

**Champaign County will collaboratively formulate land resource and development policy with other units of government in areas of overlapping land use planning jurisdiction.**

Goal 2 has two objectives and three policies. The proposed amendment ***WILL NOT IMPEDE*** the achievement of Goal 2.

8. LRMP Goal 3 is entitled “Prosperity” and states as follows:

**Champaign County will encourage economic growth and development to ensure prosperity for its residents and the region.**

Goal 3 has three objectives and no policies. Objective 3.1 is most relevant to the proposed text amendment. The proposed amendment will ***HELP ACHIEVE*** Goal 3 as follows:

- A. Objective 3.1 states, “Champaign County will seek to ensure that it maintains comparable tax rates and fees, and a favorable business climate relative to similar counties.”

The proposed amendment will ***HELP ACHIEVE*** Objective 3.1 as follows:

- (1) The proposed text amendment will allow further development of PV SOLAR FARMS, WIND FARMS and WIND TOWERS, which will allow newer technologies to improve Champaign County’s business climate.

9. LRMP Goal 4 is entitled “Agriculture” and states as follows:

**Champaign County will protect the long-term viability of agriculture in Champaign County and its land resource base.**

Goal 4 has 9 objectives and 22 policies. Objectives 4.4, 4.5, 4.7, 4.8 and their policies do not appear to be relevant to the proposed text amendment. The proposed amendment will ***HELP ACHIEVE*** Goal 4 for the following reasons:

- A. Objective 4.1 states as follows: **“Champaign County will strive to minimize the fragmentation of the County’s agricultural land base and conserve farmland, generally applying more stringent development standards on *best prime farmland*.”**

The proposed amendment will ***HELP ACHIEVE*** Objective 4.1 for the following reasons:

- (1) The proposed amendment ***WILL NOT IMPEDE*** the achievement of Policies 4.1.2, 4.1.3, 4.1.4, 4.1.5, 4.1.7, 4.1.8, and 4.1.9.
- (2) Policy 4.1.1 states: **“Commercial agriculture is the highest and best use of land in the areas of Champaign County that are by virtue of topography, soil and drainage, suited to its pursuit. The County will not accommodate other land uses except under very restricted conditions or in areas of less productive soils.”**

**PRELIMINARY DRAFT**

The proposed amendment will **HELP ACHIEVE** Policy 4.1.1 for the following reasons:

- a. The standard conditions for WIND FARM TOWERS and PV SOLAR FARMS will ensure the following:
  - (a) The proposed amendment requires minimum separations between any WIND FARM TOWERS, PV SOLAR FARMS and existing adjacent use to minimize issues of land use compatibility.
  - (b) No WIND FARM TOWER or PV SOLAR FARM shall interfere with agricultural operations (see Objective 4.2).
  - (c) No WIND FARM TOWER or PV SOLAR FARM shall be located at any location that is not well-suited for that WIND FARM TOWER or PV SOLAR FARM (see Objective 4.3).
  - (d) The proposed amendment establishes standard conditions to ensure that the allowable noise level created by a WIND FARM TOWER or PV SOLAR FARM is consistent with the Illinois Pollution Control Board regulations that are the same for all rural land uses.
  - (e) The proposed amendment requires WIND FARMS and PV SOLAR FARMS to have an approved Decommissioning and Site Reclamation Plan to ensure that funds will be available to remove a WIND FARM or PV SOLAR FARM if the WIND FARM or PV SOLAR FARM ever becomes non-functional.
  
- (3) Policy 4.1.6 states: **“Provided that the use, design, site and location are consistent with County policies regarding:**
  - i. Suitability of the site for the proposed use;**
  - ii. Adequacy of infrastructure and public services for the proposed use;**
  - iii. Minimizing conflict with agriculture;**
  - iv. Minimizing the conversion of farmland; and**
  - v. Minimizing the disturbance of natural areas; then**
  - a) **On best prime farmland, the County may authorize discretionary residential development subject to a limit on total acres converted which is generally proportionate to tract size and is based on the January 1, 1998 configuration of tracts, with the total amount of acreage converted to residential use (inclusive of by-right development) not to exceed three acres plus three acres per each 40 acres (including any existing right-of-way), but not to exceed 12 acres in total; or**
  - b) **On best prime farmland, the County may authorize non-residential discretionary development; or**
  - c) **The County may authorize discretionary review development on tracts consisting of other than best prime farmland.”**

The proposed amendment will **HELP ACHIEVE** Policy 4.1.6 for the following reasons:

- 
- a. The ZBA has recommended that the proposed amendment will **HELP ACHIEVE** Objective 4.3 regarding location at a suitable site and adequacy of infrastructure and public services.
  - b. The ZBA has recommended that the proposed amendment will **HELP ACHIEVE** Objective 4.2 regarding no interference with agricultural operations.
  - c. The proposed amendment will **HELP ACHIEVE** the County's policies regarding minimizing the conversion of best prime farmland as follows:
    - (a) The only policy regarding conversion of best prime farmland by non-residential discretionary development is Policy 4.1.6b., which states, "On best prime farmland the County may authorize non-residential development." Policy 4.1.6.b. has no limit on the conversion of best prime farmland for non-residential discretionary development and is merely a statement of fact and therefore, the proposed amendment does help achieve Policy 4.1.6b.
- B. Objective 4.2 is entitled "Development Conflicts with Agricultural Operations" and states, "Champaign County will require that each *discretionary review* development will not interfere with agricultural operations."

The proposed amendment will **HELP ACHIEVE** Objective 4.2 because of the following:

- (1) **Policy 4.2.1 states, "The County may authorize a proposed business or other non-residential *discretionary review* development in a rural area if the proposed development supports agriculture or involves a product or service that is better provided in a rural area than in an urban area."**

The proposed amendment will **HELP ACHIEVE** Policy 4.2.1 for the following reasons:

- a. The Land Resource Management Plan (LRMP) provides no guidance regarding what products or services are better provided in a rural area and therefore that determination must be made in each zoning case.
- b. WIND FARM TOWERS and PV SOLAR FARM **ARE** services better provided in a rural area as evidenced by the following:
  - (a) WIND FARM TOWERS and PV SOLAR FARMS do not require access to most utilities.
  - (b) WIND FARM TOWERS and PV SOLAR FARMS are not compatible with principal structures within the minimum separation distance established by the Zoning Ordinance.
- c. Even though WIND FARM TOWERS and PV SOLAR FARMS do not serve the surrounding agricultural uses directly, the landowner receives payment from the WIND FARM TOWER and PV SOLAR FARM operator in excess of the value of a crop from that land.

**PRELIMINARY DRAFT**

- (2) **Policy 4.2.2 states, “The County may authorize *discretionary review* development in a rural area if the proposed development:**
- a) **is a type that does not negatively affect agricultural activities; or**
  - b) **is located and designed to minimize exposure to any negative affect caused by agricultural activities; and**
  - c) **will not interfere with agricultural activities or damage or negatively affect the operation of agricultural drainage systems, *rural roads*, or other agriculture-related infrastructure.”**

The proposed amendment will **HELP ACHIEVE** Policy 4.2.2 for the following reasons:

- a. The proposed amendment requires that an applicant shall enter into an Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture, including the following:
    - (a) The Applicant shall bear full responsibility for coordinating any special conditions required in the SPECIAL USE Permit in order to ensure compliance with the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.
    - (b) All requirements of the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture shall become requirements of the County Board SPECIAL USE Permit.
    - (c) Champaign County shall have the right to enforce all requirements of the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.
- (3) **Policy 4.2.3 states, “The County will require that each proposed discretionary development explicitly recognize and provide for the right of agricultural activities to continue on adjacent land.”**

The proposed amendment will **HELP ACHIEVE** Policy 4.2.3 for the following reason:

- a. WIND FARMS and PV SOLAR FARMS both require Agricultural Impact Mitigation Agreements with the Illinois Department of Agriculture.
- (4) **Policy 4.2.4 states, “To reduce the occurrence of agricultural land use and non-agricultural land use nuisance conflicts, the County will require that all discretionary review consider whether a buffer between existing agricultural operations and the proposed development is necessary.”**

The proposed amendment will **HELP ACHIEVE** Policy 4.2.4 for the following reason:

- a. The proposed amendment requires minimum separations from adjacent uses and structures as a standard condition.
- C. Objective 4.3 is entitled “Site Suitability for Discretionary Review Development” and states: “Champaign County will require that each discretionary review development is located on a suitable site.”



The proposed amendment will **HELP ACHIEVE** Objective 4.3 because of the following:

- (1) **Policy 4.3.1 states “On other than best prime farmland, the County may authorize a discretionary review development provided that the site with proposed improvements is suited overall for the proposed land use.”**

The proposed amendment will **HELP ACHIEVE** Policy 4.3.1 for the following reasons:

- a. See the discussion under Policy 4.3.2 regarding achievement of Policy 4.3.2. If the proposed amendment achieves Policy 4.3.2, it will also achieve Policy 4.3.1.

- (2) **Policy 4.3.2 states, “On best prime farmland, the County may authorize a discretionary review development provided the site with proposed improvements is well-suited overall for the proposed land use.**

The proposed amendment will **HELP ACHIEVE** Policy 4.3.2 for the following reasons:

- a. Because so much of Champaign County consists of best prime farmland soils, any development of a WIND FARM or PV SOLAR FARM is likely to be on best prime farmland.
- b. Standard conditions for WIND FARMS and PV SOLAR FARMS will ensure that they shall not be approved on any location that is not well-suited as follows:
- (a) The proposed amendment identifies areas where WIND FARMS and PV SOLAR FARMS should not be located.
- (b) The proposed amendment requires and Endangered Species Consultation with the IDNR and IDNR recommendations will be included in the Agency Action Report submitted with the Special Use Permit Application.
- (c) The proposed amendment requires consultation with the State Historic Preservation Officer of IDNR and IDNR recommendations will be included in the Agency Action Report submitted with the Special Use Permit Application.
- (d) The proposed amendment requires consultation with the United States Fish and Wildlife Service for fish and wildlife impacts.

- (3) **Policy 4.3.3 states, “The County may authorize a discretionary review development provided that existing public services are adequate to support to the proposed development effectively and safely without undue public expense.”**

The proposed amendment will **NOT IMPEDE** Policy 4.3.3.

- (4) **Policy 4.3.4 states, “The County may authorize a discretionary review development provided that existing public infrastructure, together with proposed improvements, is adequate to support the proposed development effectively and safely without undue public expense.”**

**PRELIMINARY DRAFT**

The proposed amendment will **HELP ACHIEVE** Policy 4.3.4 for the following reasons:

- a. The proposed amendment requires a Roadway Upgrade and Maintenance Agreement with the relevant highway authority.
- (5) **Policy 4.3.5 states, “On best prime farmland, the County will authorize a business or other non-residential use only if:**
- a. **It also serves surrounding agricultural uses or an important public need; and cannot be located in an urban area or on a less productive site; or**
  - b. **the use is otherwise appropriate in a rural area and the site is very well suited to it.”**

The proposed amendment will **HELP ACHIEVE** Policy 4.3.5 for the following reasons:

- a. As reviewed for Policy 4.2.1 in this Finding of Fact:
  - (a) WIND FARMS and PV SOLAR FARMS **ARE** services better provided and therefore **ARE** appropriate in a rural area.
- b. Regarding location of a WIND FARM or PV SOLAR FARM on a less productive site, the following is reviewed under Policy 4.3.2 in this Finding of Fact:
  - (a) It is unlikely that a WIND FARM or PV SOLAR FARM in Champaign County will be located on less than best prime farmland.

10. LRMP Goal 5 is entitled “Urban Land Use” and states as follows:

**Champaign County will encourage urban development that is compact and contiguous to existing cities, villages, and existing unincorporated settlements.**

Goal 5 has 3 objectives and 15 policies. The proposed amendment is **NOT RELEVANT** to Goal 5 in general.

11. LRMP Goal 6 is entitled “Public Health and Safety” and states as follows:

**Champaign County will ensure protection of the public health and public safety in land resource management decisions.**

Goal 6 has 4 objectives and 7 policies. Objectives 6.2, 6.3, and 6.4 are not relevant to the proposed amendment. The proposed amendment will **HELP ACHIEVE** Goal 6 for the following reasons:

- A. Objective 6.1 states, “**Champaign County will seek to ensure that development in unincorporated areas of the County does not endanger public health or safety.**” Objective 6.1 has four subsidiary policies; policy 6.1.3 is the only relevant policy, and it states the following:
  - (1) Policy 6.1.3 states, “**The County will seek to prevent nuisances created by light and glare and will endeavor to limit excessive night lighting, and to preserve clear views of the night sky throughout as much of the County as possible.**”

The proposed amendment will **HELP ACHIEVE** Objective 6.1.3 as follows:

- a. Section 6.1.2 A. of the Zoning Ordinance requires that any SPECIAL USE Permit with exterior lighting shall be required to minimize glare onto adjacent properties by the use of full-cutoff type lighting fixtures with maximum lamp wattages.
- b. The proposed amendment requires that landscaping, awnings, or fencing shall be provided for any part of a WIND FARM where shadow flicker exceeds the standards established in the Zoning Ordinance.

12. LRMP Goal 7 is entitled “Transportation” and states as follows:

**Champaign County will coordinate land use decisions in the unincorporated area with the existing and planned transportation infrastructure and services.**

Goal 7 has 2 objectives and 7 policies. The proposed amendment is **NOT RELEVANT** to Goal 7 in general.

13. LRMP Goal 8 is entitled “Natural Resources” and states as follows:

**Champaign County will strive to conserve and enhance the County’s landscape and natural resources and ensure their sustainable use.**

Goal 8 has 9 objectives and 36 policies. The proposed amendment is **NOT RELEVANT** to Goal 8 in general.

14. LRMP Goal 9 is entitled “Energy Conservation” and states as follows:

**Champaign County will encourage energy conservation, efficiency, and the use of renewable energy sources.**

Goal 9 has 5 objectives and 5 policies. The proposed amendment will **NOT IMPEDE** the achievement of Goal 9.

15. LRMP Goal 10 is entitled “Cultural Amenities” and states as follows:

**Champaign County will promote the development and preservation of cultural amenities that contribute to a high quality of life for its citizens.**

Goal 10 has 1 objective and 1 policy. The proposed amendment is **NOT RELEVANT** to Goal 10 in general.

**REGARDING THE PURPOSE OF THE ZONING ORDINANCE**

16. The proposed amendment will **HELP ACHIEVE** the purpose of the Zoning Ordinance as established in Section 2 of the Ordinance for the following reasons:

- A. Paragraph 2.0 (a) of the Ordinance states that one purpose of the zoning regulations and standards that have been adopted and established is to secure adequate light, pure air, and safety from fire and other dangers.

**PRELIMINARY DRAFT**

The proposed amendment is consistent with this purpose.

- B. Paragraph 2.0 (b) of the Ordinance states that one purpose of the zoning regulations and standards that have been adopted and established is to conserve the value of land, BUILDINGS, and STRUCTURES throughout the COUNTY.

The proposed amendment is consistent with this purpose.

- C. Paragraph 2.0 (c) of the Ordinance states that one purpose of the zoning regulations and standards that have been adopted and established is to lessen and avoid congestion in the public STREETS.

The proposed amendment is not directly related to this purpose.

- D. Paragraph 2.0 (d) of the Ordinance states that one purpose of the zoning regulations and standards that have been adopted and established is to lessen and avoid hazards to persons and damage to property resulting from the accumulation of runoff of storm or flood waters.

The proposed amendment is not directly related to this purpose.

- E. Paragraph 2.0 (e) of the Ordinance states that one purpose of the zoning regulations and standards that have been adopted and established is to promote the public health, safety, comfort, morals, and general welfare.

The proposed amendment is consistent with this purpose.

- F. Paragraph 2.0 (f) of the Ordinance states that one purpose of the zoning regulations and standards that have been adopted and established is to regulate and limit the height and bulk of BUILDINGS and STRUCTURES hereafter to be erected.

The proposed amendment is consistent with this purpose.

- G. Paragraph 2.0 (g) of the Ordinance states that one purpose of the zoning regulations and standards that have been adopted and established is to establish, regulate, and limit the building or setback lines on or along any street, trafficway, drive or parkway.

The proposed amendment is not directly related to this purpose.

- H. Paragraph 2.0 (h) of the Ordinance states that one purpose of the zoning regulations and standards that have been adopted and established is to regulate and limit the intensity of the use of LOT areas, and regulating and determining the area of open spaces within and surrounding BUILDINGS and STRUCTURES.

The proposed amendment is not directly related to this purpose.

- I. Paragraph 2.0 (i) of the Ordinance states that one purpose of the zoning regulations and standards that have been adopted and established is to classify, regulate, and restrict the location of trades and industries and the location of BUILDINGS, STRUCTURES, and land designed for specified industrial, residential, and other land USES.

The proposed amendment is consistent with this purpose.

- J. Paragraph 2.0 (j) of the Ordinance states that one purpose of the zoning regulations and standards that have been adopted and established is to divide the entire County into DISTRICTS of such number, shape, area, and such different classes according to the USE of land, BUILDINGS, and STRUCTURES, intensity of the USE of LOT area, area of open spaces, and other classification as may be deemed best suited to carry out the purpose of the ordinance.

The proposed amendment is not directly related to this purpose.

- K. Paragraph 2.0 (k) of the Ordinance states that one purpose of the zoning regulations and standards that have been adopted and established is to fix regulations and standards to which BUILDINGS, STRUCTURES, or USES therein shall conform.

The proposed amendment is consistent with this purpose.

- L. Paragraph 2.0 (l) of the Ordinance states that one purpose of the zoning regulations and standards that have been adopted and established is to prohibit USES, BUILDINGS, or STRUCTURES incompatible with the character of such DISTRICTS.

The proposed amendment is consistent with this purpose.

- M. Paragraph 2.0 (m) of the Ordinance states that one purpose of the zoning regulations and standards that have been adopted and established is to prevent additions to and alteration or remodeling of existing BUILDINGS, STRUCTURES, or USES in such a way as to avoid the restrictions and limitations lawfully imposed under this ordinance.

The proposed amendment is not directly related to this purpose.

- N. Paragraph 2.0 (n) of the Ordinance states that one purpose of the zoning regulations and standards that have been adopted and established is to protect the most productive agricultural lands from haphazard and unplanned intrusions of urban USES.

The proposed amendment is consistent with this purpose.

- O. Paragraph 2.0 (o) of the Ordinance states that one purpose of the zoning regulations and standards that have been adopted and established is to protect natural features such as forested areas and watercourses.

The proposed amendment is not directly related to this purpose.

- P. Paragraph 2.0 (p) of the Ordinance states that one purpose of the zoning regulations and standards that have been adopted and established is to encourage the compact development of urban areas to minimize the cost of development of public utilities and public transportation facilities.

The proposed amendment is not directly related to this purpose.

- Q. Paragraph 2.0 (q) of the Ordinance states that one purpose of the zoning regulations and standards that have been adopted and established is to encourage the preservation of agricultural belts surrounding urban areas, to retain the agricultural nature of the County, and the individual character of existing communities.

The proposed amendment is consistent with this purpose.

- R. Paragraph 2.0 (r) of the Ordinance states that one purpose of the zoning regulations and standards that have been adopted and established is to provide for the safe and efficient development of renewable energy sources in those parts of the COUNTY that are most suited to their development.

The proposed amendment is consistent with this purpose.

- 17. The proposed text amendment **WILL** improve the text of the Zoning Ordinance because it **WILL** provide:
  - A. A classification which allows PV SOLAR FARMS and WIND FARMS to be developed while establishing minimum requirements that ensure the purposes of the Zoning Ordinance will be met.
  - B. A means to regulate an activity for which there is demonstrated demand.

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**SUMMARY FINDING OF FACT**

From the documents of record and the testimony and exhibits received at the public hearing conducted on **March 30, 2023**, the Zoning Board of Appeals of Champaign County finds that:

1. The proposed Zoning Ordinance text amendment ***IS NECESSARY TO ACHIEVE*** the Land Resource Management Plan because:
  - A. The proposed Zoning Ordinance text amendment will ***HELP ACHIEVE*** LRMP Goals 3, 4 and 6.
  - B. The proposed Zoning Ordinance text amendment ***WILL NOT IMPEDE*** the achievement of LRMP Goals 1, 2 and 9.
  - C. The proposed Zoning Ordinance text amendment is ***NOT RELEVANT*** to LRMP Goals 5, 7, 8 and 10.
2. The proposed text amendment ***WILL*** improve the Zoning Ordinance because it will:
  - A. ***HELP ACHIEVE*** the purpose of the Zoning Ordinance (see Item 16).
  - B. ***IMPROVE*** the text of the Zoning Ordinance (see Item 17).

**DOCUMENTS OF RECORD**

1. Legal advertisement for Case 086-AT-23
2. Preliminary Memorandum for Case 086-AT-23, with attachments:
  - A Legal advertisement
  - B ELUC Memorandum dated February 27, 2023
    - Exhibit A: Proposed Amendment dated February 27, 2023
    - Exhibit B: Public Act 102-1123 excerpt
  - C Redline comparison of Champaign County Zoning Ordinance Section 6.1.1. A.
  - D Redline comparison of Champaign County wind farm ordinance section
  - E Redline comparison of Champaign County solar farm ordinance section
  - F Agricultural Impact Mitigation Agreement for Commercial Wind Energy Facilities by the Illinois Department of Agriculture
  - G Agricultural Impact Mitigation Agreement for Commercial Solar Energy Facilities by the Illinois Department of Agriculture
  - H Land Resource Management Plan (LRMP) Goals & Objectives  
*(available on ZBA meetings website)*
  - I Preliminary Finding of Fact, Summary Finding of Fact, and Final Determination for Case 086-AT-23 dated March 30, 2023, with attachment:
    - Exhibit A: Proposed Amendment dated March 30, 2023



**FINAL DETERMINATION**

Pursuant to the authority granted by Section 9.2 of the Champaign County Zoning Ordinance, the Zoning Board of Appeals of Champaign County recommends that:

The Zoning Ordinance Amendment requested in **Case 086-AT-23** should *{BE ENACTED / NOT BE ENACTED}* by the County Board in the form attached hereto.

The foregoing is an accurate and complete record of the Findings and Determination of the Zoning Board of Appeals of Champaign County.

SIGNED:

ATTEST:

Ryan Elwell, Chair  
Champaign County Zoning Board of Appeals

Secretary to the Zoning Board of Appeals

Date

**PRELIMINARY DRAFT****PROPOSED AMENDMENT DATED MARCH 30, 2023****New since 3/9/23 ELUC meeting****1. Add definitions in Section 3. Definitions:**

FACILITY OWNER: (i) a person with a direct ownership interest in a WIND FARM or a PV SOLAR FARM, or both, regardless of whether the person is involved in acquiring the necessary rights, permits, and approvals or otherwise planning for the construction and operation of the facility, and (ii) at the time the facility is being developed, a person who is acting as a developer of the facility by acquiring the necessary rights, permits, and approvals or by planning for the construction and operation of the facility, regardless of whether the person will own or operate the facility.

NON-PARTICIPATING PROPERTY: real property that is not a PARTICIPATING PROPERTY.

OCCUPIED COMMUNITY BUILDING: any one or more of the following buildings that is existing and occupied on the date that the application for a permit to develop the commercial wind energy facility or the commercial solar energy facility is filed with the county: a school, place of worship, day care facility, public library, or community center.

PARTICIPATING PROPERTY: real property that is the subject of a written agreement between a facility owner and the owner of the real property that provides the facility owner an easement, option, lease, or license to use the real property for the purpose of constructing a commercial wind energy facility, a commercial solar energy facility, or supporting facilities. "Participating property" also includes real property that is owned by a facility owner for the purpose of constructing a commercial wind energy facility, a commercial solar energy facility, or supporting facilities.

**2. Revise definitions in Section 3. Definitions:**

DWELLING ~~or PRINCIPAL BUILDING~~, PARTICIPATING: A DWELLING on land that is leased to a WIND FARM or PV SOLAR FARM.

DWELLING ~~or PRINCIPAL BUILDING~~, NON-PARTICIPATING: A DWELLING on land that is not leased to a WIND FARM or PV SOLAR FARM.

PV SOLAR FARM, COMMUNITY: A PV SOLAR FARM of not more than 2,0005,000 kilowatt nameplate capacity that meets the requirements of 20 ILCS 3855/1-10 for a "community renewable generation project" and provided that two COMMUNITY PV SOLAR FARMS may be co-located on the same or contiguous parcels totaling 5 MW. as either: a) two 2-MW projects on one parcel, or b) one 2-MW project on each of two contiguous parcels, as authorized by the Illinois Commerce Commission in Final Order 17-0838 on April 3, 2018.

**3. Revise Section 6.1.1 A.5.a. and b. as follows:**

5. No Zoning Use permit for such SPECIAL USE will be issued until the applicant provides the COUNTY with an irrevocable letter of credit to be drawn upon a federally insured financial institution within 200 miles of Urbana, Illinois, or reasonable anticipated travel costs shall be added to the amount of the letter of credit.

- a. Unless specified elsewhere in this Ordinance, the irrevocable letter of credit shall be in the amount of one hundred fifty percent (150%) of an independent engineer's cost estimate to complete the work described in Section 6.1.1A.4.a., Section 6.1.1A.4.b., and Section 6.1.1A.4.c. **This requirement shall not apply to any WIND FARM or SOLAR FARM approved after {effective date}.**
- b. The provisions of this subparagraph notwithstanding, a different amount may be required as a special condition. **This requirement shall not apply to any WIND FARM or SOLAR FARM approved after {effective date}.**

**4. Add new Section 6.1.1 A.7.f. as follows:**

- f. **For any WIND FARM or SOLAR FARM approved after {effective date}, abandonment shall be limited to only when the decommissioning and site reclamation plan has not been completed with 12 months after a SOLAR FARM reaches the end of its useful life or when the decommissioning and site reclamation plan has not been completed within 18 months after a WIND FARM reaches the end of its useful life. A WIND FARM or SOLAR FARM shall be presumed to have reached the end of its useful life if the owner of the WIND FARM or SOLAR FARM fails for a period of six consecutive months to pay the landowner amounts owed in accordance with the underlying agreement and additionally, a WIND FARM shall be presumed to have reached the end of its useful life if no electricity shall have been generated for a continuous period of 12 months.**

**5. Add new Section 6.1.1 A.9.h. as follows:**

- h. **For any WIND FARM or SOLAR FARM approved after {effective date}, the Zoning Administrator may only draw on the funds only when the decommissioning and site reclamation plan has not been completed with 12 months after a SOLAR FARM reaches the end of its useful life or when the decommissioning and site reclamation plan has not been completed with 18 months after a WIND FARM reaches the end of its useful life. A WIND FARM or SOLAR FARM shall be presumed to have reached the end of its useful life if the if the owner of the WIND FARM or SOLAR FARM fails for a period of six consecutive months to pay the landowner amounts owed in accordance with the underlying agreement and additionally, a WIND FARM shall be presumed to have reached the end of its useful life if no electricity shall have been generated for a continuous period of 12 months.**

**6. Revise Section 6.1.1 A.11.b. as follows:**

11. The proceeds of the letter of credit may only be used by the COUNTY to:
  - a. remove the NON-ADAPTABLE STRUCTURE and return the site to its condition prior to placement of the NON-ADAPTABLE STRUCTURE, in accordance with the most recent decommissioning and site reclamation plan submitted and accepted in relation to the NON-ADAPTABLE STRUCTURE;
  - b. **for other than any WIND FARM or SOLAR FARM approved after {effective date},** pay all administrative and ancillary costs associated with drawing upon the

**PRELIMINARY DRAFT**

financial assurance and performing the reclamation work, which shall include, but not be limited to, attorney’s fees; construction management and other professional service fees; and the costs of preparing request for proposal and bidding documents required to comply with State law or Champaign County purchasing policies; and

- c. remove any covenants placed on the title in conjunction with Section 6.1.1A.2.

The balance of any proceeds remaining after the site has been reclaimed shall be returned to the issuer of the letter of credit.

**7. Revise the statement at the beginning of Section 6.1.4 as follows:**

Prior to <effective date>, a WIND FARM County BOARD SPECIAL USE Permit may only be authorized in the AG-1, Agriculture Zoning DISTRICT subject to the following conditions:

**8. Add new Section 6.1.5 PROPOSED WIND FARM SPECIAL USE PERMIT as follows:**

As of <effective date>, a WIND FARM SPECIAL USE Permit may only be authorized in the AG-1, AG-2, I-1, and I-2 Zoning DISTRICTS subject to the following conditions:

**A. General Standard Conditions**

- 1. The WIND FARM County Board SPECIAL USE Permit shall not be located less than one-and-one-half miles from an incorporated municipality that has a zoning ordinance.
- 2. All aboveground STRUCTURES and facilities shall be of a type and shall be located in a manner that is consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.5 M.

**B. Minimum Lot Standards**

- 1. There are no minimum LOT AREA, AVERAGE LOT WIDTH, SETBACK, YARD, or maximum LOT COVERAGE requirements for a WIND FARM or for LOTS for WIND FARM TOWERS, substations, and WIND FARM maintenance and management facilities.

**C. Minimum Standard Conditions for Separations for WIND FARM TOWERS from adjacent USES and STRUCTURES.**

The location of each WIND FARM TOWER shall provide the following required separations:

- 1. At least 1.1 times the maximum blade tip height of the wind tower from the center of the base of a WIND FARM TOWER to the nearest point on the outside wall of any PARTICIPATING DWELLING provided that the noise level caused by the WIND FARM at the particular building complies with the applicable Illinois Pollution Control Board regulations.

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2. At least 2.1 times the maximum blade tip height of the wind tower from the center of the base of a WIND FARM TOWER to the nearest point on the outside wall of any existing NON-PARTICIPATING DWELLING or OCCUPIED COMMUNITY BUILDING provided that the noise level caused by the WIND FARM at the particular building complies with the applicable Illinois Pollution Control Board regulations.
  3. The above separations may be reduced to a distance no less than 1.10 times the total WIND FARM TOWER height (measured to the tip of the highest rotor blade) upon submission of a PRIVATE WAIVER signed by the owner of said NON-PARTICIPATING DWELLING or OCCUPIED COMMUNITY BUILDING or adjacent property. The PRIVATE WAIVER must specify the agreed minimum separation and specifically acknowledge that the grantor accepts the resulting noise level caused by the WIND FARM.
  4. A separation distance equal to 1.1 times the total WIND FARM TOWER height (measured to the tip of the highest rotor blade) from the center of the base of a WIND FARM TOWER to the center point of the public STREET RIGHT OF WAY.
  5. A separation distance equal to 1.1 times the total WIND FARM TOWER height (measured to the tip of the highest rotor blade) from the center of the base of a WIND FARM TOWER to the nearest non-participating property line. This separation may be reduced upon submission of a PRIVATE WAIVER signed by the owner of said non-participating property. The PRIVATE WAIVER must specify the agreed minimum separation.
  6. A separation distance equal to 1.1 times the total WIND FARM TOWER height (measured to the tip of the highest rotor blade) from the center of the base of a WIND FARM TOWER to the nearest easement for a third-party electrical transmission lines. This separation may be reduced upon submission of a PRIVATE WAIVER signed by the owner of said electrical transmission line. The PRIVATE WAIVER must specify the agreed minimum separation.
  7. Any PRIVATE WAIVER establishing an agreement for a lesser minimum separation as authorized above shall be submitted prior to the final determination by the Board and must be recorded as part of the chain of title in the deed to any relevant tract of land prior to authorization of any relevant ZONING USE PERMIT. No waiver of a standard condition shall be required in the event of a duly agreed and signed PRIVATE WAIVER.
  8. At least 2.1 times the maximum blade tip height of the WIND TOWER to the nearest point on the property line of fish and wildlife areas and Illinois Nature Preserve Commission protected lands.
- D. Standard Conditions for Design and Installation of WIND FARM TOWERS.

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1. The total WIND FARM TOWER height (measured to the tip of the highest rotor blade) must receive a Determination of No Hazard to Air Navigation by the Federal Aviation Administration under 14 CFR Part 77.
  2. The WIND FARM shall comply with all applicable Federal Aviation Administration (FAA) requirements which shall be explained in the application. The minimum lighting requirement of the FAA shall not be exceeded.
- E. Standard Conditions to Mitigate Damage to Farmland
1. All underground wiring or cabling for the WIND FARM shall be at a minimum depth as established by the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.5 M.
  2. Protection of agricultural drainage tile
    - a. Protection of agricultural drainage tile shall comply with the Agriculture Impact Mitigation Agreement with the Illinois Department of Agriculture as required by Section 6.1.5 M.
  3. All soil conservation practices (such as terraces, grassed waterways, etc.) that are damaged by WIND FARM construction and/or decommissioning shall be restored by the applicant to the pre-WIND FARM construction condition in a manner consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.5 M.
  4. Topsoil replacement
    - a. All topsoil shall be placed in a manner consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.5 M.
  5. Mitigation of soil compaction and rutting
    - a. All mitigation of soil compaction and rutting shall be consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.5 M.
  6. Land leveling
    - a. The applicant shall not be responsible for leveling of disturbed land if exempted by the WIND FARM lease.
    - b. All land leveling shall be consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.5 M.

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F. Standard Conditions for Use of Public STREETS

Any WIND FARM applicant proposing to use any County Highway or township or municipal STREET for the purpose of transporting WIND FARM TOWERS or Substation parts and/or equipment for construction, operation, or maintenance of the WIND FARM TOWERS or Substation(s), shall identify all such public STREETS and pay the costs of any necessary permits and costs to repair any damage to the STREETS specifically and uniquely attributable to the WIND FARM construction, as follows:

1. The Applicant shall enter into a Roadway Upgrade and Maintenance agreement approved by the County Engineer; or Township Highway Commissioner; or municipality where relevant. Agreements with the County Engineer shall not be forwarded to the County Board before the WIND FARM SPECIAL USE permit is forwarded. All other agreements shall be executed prior to the close of the public hearing before the BOARD. 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-WIND FARM construction baseline survey to determine existing STREET conditions for assessing potential future damage including the following:
    - (1) A videotape of the affected length of each subject STREET supplemented by photographs if necessary.
    - (2) 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 WIND FARM construction.
    - (3) Pay for any strengthening of STREET structures that may be necessary to accommodate the proposed traffic loads caused by the WIND 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 WIND FARM construction and pay for any strengthening of structures that may be necessary to accommodate the proposed traffic loads caused by the WIND FARM 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 WIND FARM.
- i. The applicant shall use directional boring equipment to make all crossings of County Highways for the cable collection systems.
- j. The applicant shall provide plans for the widening of any corner radius that is necessary to facilitate the turning movements of the transport trucks used by the applicant.
- k. The applicant shall pay for the necessary temporary STREET improvements for the widened corner radii and pay for the cost to return the widened radii to their original lines and grades when no longer needed for the WIND FARM construction unless the STREET maintenance authority requests that the widened radii remain as improved.
- l. The applicant shall notify the STREET maintenance authority in advance of all oversize moves and crane crossings.
- m. The applicant shall provide the County Engineer with a copy of each overweight and oversize permit issued by the Illinois Department of Transportation for WIND FARM construction.
- n. The applicant shall transport the WIND FARM TOWER segments and other oversize loads so as to minimize adverse impact on the local traffic including farm traffic.
- o. The applicant shall schedule WIND FARM construction traffic in a way to minimize adverse impacts on emergency response vehicles, rural mail delivery, school bus traffic, and local agricultural traffic.
- p. The applicant 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, the applicant will provide 48 hours notice to the extent reasonably practicable.



- q. 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.
- r. The applicant 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 WIND FARM construction.
- s. The applicant shall notify all relevant parties of any temporary STREET closures.
- t. The applicant shall obtain easements and other land rights needed to fulfill the applicant's obligations under this agreement.
- u. 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.
- v. The applicant shall provide dust control and grading work to the reasonable satisfaction of the County Engineer on STREETS that become aggregate surface STREETS.
- w. The applicant shall conduct a post-WIND FARM construction baseline survey similar to the pre-WIND FARM construction baseline survey to identify the extent of repairs necessary to return the STREET to the pre-WIND FARM construction condition.
- x. The applicant shall pay for the cost of all repairs to all STREETS that are damaged by the applicant during the construction of the WIND FARM and restore such STREETS to the condition they were in at the time of the pre-WIND FARM construction inventory.
- y. All WIND FARM construction traffic shall exclusively use routes designated in the approved Transportation Impact Analysis.
- z. The applicant shall provide liability insurance in an acceptable amount to cover the required STREET construction activities.
- aa. 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.
- bb. Provisions for expiration date on the agreement.
- cc. Other conditions that may be required.

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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 WIND FARM 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 WIND FARM 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 access 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 WIND FARM construction and following construction of the WIND FARM.
  - d. The applicant shall reimburse the County Engineer; or Township Highway Commissioner; or municipality where relevant, for all reasonable engineering fees including the costs 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 Allowable Noise Level

1. Noise levels from each WIND FARM TOWER or WIND FARM shall be in compliance with the applicable Illinois Pollution Control Board (IPCB) regulations (35 *Illinois Administrative Code* Subtitle H: Noise Parts 900, 901, 910).

**Items G.2 through G.5 below might go beyond the constraints established by Public Act 102-1123. The Act allows that a project can be required to be compliant with IPCB regulations, but it does not specify that a noise study can be required. Staff is working to verify whether these statements can be included.**

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2. The applicant shall submit manufacturer's wind turbine sound power level characteristics and other relevant data regarding wind turbine noise characteristics 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.
  4. The applicant shall submit a map of the relevant noise contours for the proposed WIND FARM and indicate the proposed WIND FARM TOWERS and all existing PRINCIPAL BUILDINGS within at least 1,500 feet of any WIND FARM TOWER or within the coverage of the relevant noise contours.
  5. If a computer model is used to generate the required noise contours the applicant shall clearly state the assumptions of the model's construction and algorithms so that a competent and objective third party can as simply as possible verify the noise contours and noise data.
  6. After construction of the WIND FARM 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:
    - a. The Zoning Administrator may seek authorization from the County Board to hire a noise consultant to determine the noise produced by the WIND FARM in a manner consistent with the Illinois Pollution Control Board (IPCB) regulations (*35 Illinois Administrative Code* Subtitle H: Noise Parts 900, 901, 910).
    - b. The Zoning Administrator may require the WIND FARM owner to cooperate fully with the noise consultant in the enforcement action including shutting down all wind turbines to allow documentation of ambient noise levels.
    - c. In the event that a violation of the IPCB noise regulations is identified the Zoning Administrator may require the WIND FARM owner to take whatever actions are necessary to stop the violation and comply with the noise regulations. The Zoning Administrator may seek direction from the Environment and Land Use Committee regarding the actions necessary to stop the violation.
    - d. Further, in the event that a violation of IPCB noise regulations is identified the WIND FARM owner shall reimburse to the County the cost of the noise consultant.
- H. Standard Conditions for Endangered Species Consultation

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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 or, if applicable, a copy of the Detailed Action 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.

I. 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 from the State Historic Preservation Officer of the Illinois Department of Natural Resources.

J. Standard Conditions for Fish and Wildlife Impacts

The applicant shall apply for consultation with the United States Fish and Wildlife Service's Information for Planning and Consulting environmental review or a comparable successor tool that is consistent with the "U.S. Fish and Wildlife Service's Land-Based Wind Energy Guidelines." The application shall include a copy of the consultation review from the U.S. Fish and Wildlife Service.

K. Standard Conditions for Shadow Flicker

1. The applicant shall submit the results of a study on potential shadow flicker. The shadow flicker study shall identify the locations of both summer and winter shadow flicker that may be caused by the project with an expected duration of 30 hours or more per year.
2. Shadow flicker that exceeds the above standards shall be mitigated by any means such as landscaping, awnings, or fencing.

**Item L below (formerly Section 6.1.4 P Decommissioning and Site Reclamation Plan) might go beyond the constraints established by Public Act 102-1123. Staff is working to verify whether these statements can be included. In addition, staff is working on verifying whether related Section 6.1.1. can be included.**

L. Standard Condition for Decommissioning Plan and Site Reclamation Plan

1. The applicant shall submit a signed site reclamation plan conforming to the requirements of paragraph 6.1.1 A. **and matching the overall deconstruction and land restoration requirements of the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.**
2. In addition to the purposes listed in subparagraph 6.1.1 A.4. the reclamation agreement shall also include provisions for anticipated repairs for any public STREET used for the purpose of reclamation of the WIND FARM and all costs related to removal of access driveways.

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3. The Site Reclamation Plan required in paragraph 6.1.1 A. shall also include the following:
- a. A stipulation that the applicant shall notify the GOVERNING BODY by certified mail of the commencement of a voluntary or involuntary bankruptcy proceeding, naming the applicant as debtor, within ten days of commencement of the proceeding.
  - b. A stipulation that the applicant shall agree that the sale, assignment in fact or at law, or such other transfer of applicant's financial interest in the WIND FARM shall in no way affect or change applicant's obligation to continue to comply with the terms of this agreement. Any successor or assignee shall assume the terms, covenants and obligations of this Agreement and agrees to assume all reclamation liability and responsibility for the WIND FARM.
  - c. Authorization for the GOVERNING BODY and its authorized representatives for right of entry onto the WIND FARM 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 or its successors in interest are required to enter into a Roadway Use and Repair Agreement with the relevant highway authority.
  - e. A stipulation that the Applicant 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 shall be obliged to perform the work in the site reclamation plan before abandoning the WIND FARM or prior to ceasing production of electricity from the WIND FARM, 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 obligation to perform the reclamation work shall constitute a covenant running with the land.
  - g. The 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 service fees; and the costs of preparing request for proposals and bidding documents required to comply with State law or Champaign County purchasing policies.

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h. The depth of removal of foundation concrete below ground shall be a minimum of 54 inches as required in the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture. The depth of removal of foundation concrete shall be certified in writing by an Illinois Licensed Professional Engineer and the certification shall be submitted to the Zoning Administrator.

i. The hole resulting from the removal of foundation concrete during decommissioning shall be backfilled as follows: as required in the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.

(1) ~~The excavation resulting from the removal of foundation concrete shall only be backfilled with subsoil and topsoil in similar depths and similar types as existed at the time of the original WIND FARM construction except that a lesser quality topsoil or a combination of a lesser quality topsoil and a subsoil that is similar to the native subsoil may be used at depths corresponding to the native subsoil but not less than 12 inches below grade.~~

(2) ~~The native soils excavated at the time of the original WIND FARM construction may be used to backfill the concrete foundation excavations at the time of decommissioning provided that the soils are adequately stored throughout the operating lifetime of the WIND FARM. The methods for storing the excavated native soils during the operating lifetime of the WIND FARM shall be included in the site reclamation plan.~~

(3) ~~If the excavated native soils are not stored for use for backfilling the concrete foundation excavations, a qualified soil scientist or Illinois Licensed Professional Engineer shall certify that the actual soils used to backfill the concrete foundation excavations are of equal or greater quality than the native soils or that, in the case of subsoil, the backfill soil meets the requirements of this paragraph. The certification shall be submitted to the Zoning Administrator.~~

(4) ~~An Illinois Licensed Professional Engineer shall certify in writing that the concrete foundation excavations have been backfilled with soil to such a depth and with a minimum of compaction that is consistent with the restoration of productive agricultural use such that the depth of soil is expected to be no less than 54 inches within one year after backfilling.~~

- j. A stipulation that should the site reclamation plan be deemed invalid by a court of competent jurisdiction the WIND FARM SPECIAL USE Permit shall be deemed void.
- k. A stipulation that the Applicant's obligation to complete the site reclamation plan and to pay all associated costs shall be independent of the Applicant's obligation to provide financial assurance.
- l. A stipulation that the liability of the Applicant's failure to complete the site reclamation plan or any breach of the site reclamation plan requirement shall not be capped by the amount of the financial assurance.
- m. 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 WIND FARM begins to produce electricity, 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.
4. To comply with paragraph 6.1.1A.5., the Applicant shall provide financial assurance in the form of ~~an irrevocable letter of credit and~~ an escrow account as follows:
- a. ~~At the time of SPECIAL USE Permit approval the amount of financial assurance to be provided for the site reclamation plan shall be 210% of the decommissioning costs as determined in the independent engineer's cost estimate to complete the decommissioning work described in Section 6.1.1 A.4.a. and 6.1.1A.4.b and 6.1.1A.4.c. No Zoning Use Permit to authorize construction of the WIND FARM shall be authorized by the Zoning Administrator until the WIND FARM owner shall provide the COUNTY with financial assurance to cover ~~12.5%~~ 10% of the decommissioning and site reclamation 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 WIND FARM Owner shall provide the COUNTY with Financial Assurance to cover ~~62.5%~~ 50% of the decommissioning cost and site reclamation cost as determined in the independent~~

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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 WIND FARM Owner shall provide the COUNTY with Financial Assurance to cover ~~125%~~ 100% of the decommissioning and site reclamation 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. and as determined in the updated decommissioning and site reclamation plan filed with the County on or before the end of the tenth year of commercial operation.

bd. Net salvage value may be deducted from decommissioning costs as follows:

- (1) One of the following standards shall be met:
  - i. The Applicant shall maintain the WIND FARM TOWERS 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 shall deduct from the salvage value credit the amount of any lien or encumbrance on each WIND FARM TOWER; or
  - iii. Any and all financing and/or financial security agreements entered into by the Applicant shall expressly provide that the agreements are subject to the covenant required by Section 6.1.1A.2 that the reclamation work be done.
- (2) The applicant shall provide proof of compliance with paragraph 6.1.5 L.4(b)(1) prior to 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.
- (3) The Applicant shall provide in the 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.
- (4) 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 or for simple disposal and other similar costs including but not limited to the decommissioning of the tower, the hub assembly, the bed plate, the nacelle, the turbine, the blades, the tower cabling and internal wiring, the transformers, the foundation, the access roads.

- (5) 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 judgment as to anticipated changes in salvage prices prior to the next update of estimated net salvage value.

~~(6) The deduction from the estimated decommissioning costs for net estimated salvage value shall be capped at 70% of the total net estimated salvage value even though the total actual salvage value shall be available in the event that decommissioning is actually required.~~

~~(7) The credit for net estimated salvage value attributable to any WIND FARM TOWER may not exceed the estimated cost of removal of the above-ground portion of that WIND FARM TOWER on the subject site.~~

ec. The GOVERNING BODY has the right to require multiple letters of credit based on the regulations governing federal insurance for deposits.

ef. The Applicant and its successors in interest shall adjust the amount of the financial assurance to ensure that it reflects current and accurate information as follows:

(1) At least once every three years for the first 12 years of the financial assurance and at least once every year thereafter the Applicant 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 shall, upon receipt, provide a copy of the adjusted Professional Engineer's report to the Zoning Administrator. The Applicant or its successors in interest shall file an updated decommissioning and site reclamation plan with the County on or before the end of the tenth year of commercial operation.

(2) The County shall reevaluate the estimated costs of decommissioning and site reclamation every five years after the tenth anniversary of the commercial operation date. The

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~~solar farm owner shall provide an updated estimated cost of decommissioning and site reclamation that is provided by an independent Illinois licensed professional engineer.~~

- (3) ~~At all times after the tenth anniversary of the commercial operation date, the total combined value of the irrevocable letter of credit and the escrow account shall equal or exceed the amount of the independent engineer's cost estimate as increased by known and documented rates of inflation since the WIND FARM was approved; and an amount for any future years left in the anticipated 25 year life span of the WIND FARM at an assumed minimum rate of inflation of 3% per year.~~

eg. ~~The applicant or WIND FARM owner shall gradually pay down the value of the irrevocable letter of credit by placing cash deposits in an escrow account over the first 13 years of the WIND FARM operation provide an escrow account as follows:~~

- (1) The applicant or WIND FARM owner and the GOVERNING BODY shall agree on a mutually acceptable financial institution at which an escrow account shall be established.
- (2) The GOVERNING BODY shall be the beneficiary of the escrow account for the purpose of the reclamation of the WIND FARM in the event that the WIND FARM owner is incapable of decommissioning the WIND FARM.
- (3) The applicant or WIND FARM owner shall grant perfected security in the escrow account by use of a control agreement establishing the County as an owner of record, pursuant to the Secured Transit Article of the Uniform Commercial Code, 810 *ILCS 9/101 et seq.*

~~(4) The applicant or WIND FARM owner shall make annual deposits to the escrow account over a 12 year period and shall simultaneously provide a replacement irrevocable letter of credit that is reduced accordingly.~~

~~(5) At all times the total combined value of the irrevocable letter of credit and the escrow account shall be increased annually as necessary to reflect actual rates of inflation over the life span of the WIND FARM and the amount shall be equal to or exceed the following:~~

- i. ~~the amount of the independent engineer's cost estimate as increased by known and documented~~

~~rates of inflation since the WIND FARM was approved; plus~~

~~ii. an amount for any future years left in the anticipated life span of the WIND FARM at an assumed minimum rate of inflation of 3% per year.~~

(6) Any interest accrued on the escrow account that is over and above the total value required by subparagraph 6.1.5 L.4 shall go to the WIND FARM owner.

(7) In order to provide funding for decommissioning at the time of decommissioning, the WIND FARM applicant or WIND FARM owner may exchange a new irrevocable letter of credit in an amount equal to the amount in the escrow account in exchange for the GOVERNING BODY agreeing to a release of the full amount of the escrow account.

fh. Should the salvage value of components be adjusted downward or the decommissioning costs adjusted upward pursuant to paragraph 6.1.5 L.4. (f), the amount to be placed in the escrow account pursuant to this paragraph 6.1.5 L.4. shall be increased to reflect the adjustment, as if the adjusted estimate were the initial estimate.

gi. Any financial assurance required per the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.5 M. shall count towards the total financial assurance required for compliance with paragraph 6.1.1A.5.

~~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 WIND FARM TOWER or component thereof ceases to be functional for more than six consecutive months after it starts producing electricity and the Owner is not diligently repairing such WIND FARM TOWER or component.~~

~~b. In the event that the Owner declares any wind turbine or other component to be functionally obsolete for tax purposes.~~

~~c. There is a delay in the construction of any WIND FARM TOWER of more than 6 months after construction on that WIND FARM TOWER begins.~~

~~d. Any WIND FARM TURBINE 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.~~

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- e. ~~Any WIND FARM TURBINE is otherwise derelict for a period of 6 months.~~
- f. ~~The WIND FARM is in violation of the terms of the WIND FARM SPECIAL USE permit for a period exceeding ninety (90) days.~~
- g. ~~The Applicant 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 site reclamation plan.~~
- h. ~~The COUNTY discovers any material misstatement of fact or 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 6.1.4D.1.(a) 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.~~

**65.** The Zoning Administrator may, but is not required to, deem the WIND FARM abandoned; ~~or the standards set forth in Section 6.1.5 L.5. met,~~ with respect to some, but not all, of the WIND FARM TURBINES in the WIND FARM. In that event the Zoning Administrator may draw upon the financial assurance to perform the reclamation work as to those WIND FARM TURBINES only. Upon completion of that reclamation work, the salvage value and reclamation costs shall be recalculated as to the remaining WIND FARM TURBINES in the WIND FARM.

**76.** The 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.

**M. Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture**

1. The Applicant shall enter into an Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.
2. The Applicant shall bear full responsibility for coordinating any special conditions required in the SPECIAL USE Permit in order to ensure compliance with the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.
3. All requirements of the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture shall become requirements of the COUNTY Board SPECIAL USE Permit.

4. Champaign County shall have the right to enforce all requirements of the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.

N. Application Requirements

1. In addition to all other information required on the SPECIAL USE Permit application and required by Section 9.1.1 A.2. the application shall contain or be accompanied by the following information:
  - a. A WIND FARM Project Summary, including, to the extent available:
    - (1) A general description of the project, including its approximate name plate generating capacity; the potential equipment manufacturer(s), type(s) of wind turbines, number of wind turbines, and name plate generating capacity of each wind turbine; the maximum height of the WIND FARM TOWER(S); and the maximum diameter of the WIND FARM TOWER rotor(s).
    - (2) The specific proposed location of the WIND FARM including all tax parcels on which the WIND FARM will be constructed.
    - (3) The specific proposed location of all tax parcels required to be included in the WIND FARM County Board SPECIAL USE Permit.
    - (4) 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 WIND FARM County Board SPECIAL USE Permit.
  - c. A site plan for the installation of all WIND FARM TOWERS indicating the following:
    - (1) The approximate planned location of each WIND FARM TOWER, other PRINCIPAL STRUCTURES, property lines (including identification of adjoining properties), required separations, public access roads and turnout locations, substation(s), electrical cabling from the WIND FARM TOWER to the Substation(s), ancillary equipment, third party transmission lines, maintenance and management facilities, and layout of all structures within the geographical boundaries of any applicable setback.

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- (2) The separation of all WIND FARM structures from adjacent NON-PARTICIPATING DWELLINGS OR COMMUNITY BUILDINGS or uses shall be shown or dimensioned on the approved site plan for the SPECIAL USE Permit unless the Board authorizes a lesser separation in a special condition of approval or any required and duly authorized waivers of paragraph 6.1.5 C. Authorization of a separation of less than 90% of that indicated on the approved site plan for the SPECIAL USE Permit shall require an updated noise study meeting the requirements of paragraph 6.1.5 G. to be submitted with the Zoning Use Permit application. WIND FARM structures include WIND FARM TOWERS, substations, third party transmission lines, maintenance and management facilities, or other significant structures.
- d. The Applicant shall include a copy of the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture with the Special Use Permit Application to authorize construction.
- 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.
9. Renumber all references to Section **6.1.5 PHOTOVOLTAIC (PV) SOLAR FARM County BOARD SPECIAL USE Permit** to new **Section 6.1.6** and add the following statement to the beginning of new Section 6.1.6:
- Prior to <effective date>, a PHOTOVOLTAIC (PV) SOLAR FARM County BOARD SPECIAL USE Permit may only be authorized in the AG-1, Agriculture, Zoning DISTRICT or the AG-2, Agriculture, Zoning DISTRICT subject to the following standard conditions:
10. Add new **Section 6.1.7 PROPOSED PHOTOVOLTAIC (PV) SOLAR FARM SPECIAL USE Permit as follows:**
- As of <effective date>, a PHOTOVOLTAIC (PV) SOLAR FARM SPECIAL USE Permit may only be authorized in the AG-1, AG-2, I-1, and I-2 Zoning DISTRICTS subject to the following conditions:
- A. In what follows, PV SOLAR FARM should be understood to include COMMUNITY PV SOLAR FARM unless specified otherwise in the relevant section or paragraph.
- B. Minimum LOT Standards
- (1) There are no minimum LOT AREA, AVERAGE LOT WIDTH, SETBACK, YARD, or maximum LOT COVERAGE requirements for a PV

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SOLAR FARM or for LOTS for PV SOLAR FARM substations and/or for PV SOLAR FARM maintenance and management facilities.

- (2) There is no maximum LOT AREA requirement on BEST PRIME FARMLAND.

C. Minimum Standard Conditions for Separations for PV SOLAR FARM from adjacent USES and STRUCTURES

The location of each PV SOLAR FARM shall provide the following required separations as measured from the exterior of the above ground portion of the PV SOLAR FARM STRUCTURES and equipment including fencing:

- (1) PV SOLAR FARM fencing shall be set back from the street centerline a minimum of 50 feet.
- (2) For properties participating in the solar farm: No required separation from any existing DWELLING or existing PRINCIPAL BUILDING except as required to ensure that a minimum zoning LOT is provided for the existing DWELLING or PRINCIPAL BUILDING.
- (3) For properties not participating in the solar farm:
  - a. A separation of 50 feet between the nearest edge of any component of the PV SOLAR FARM and the nearest point on the property line of the non-participating property.
  - b. A separation of 150 feet from the nearest edge of any component of the PV SOLAR FARM and the nearest point on the outside wall of an OCCUPIED COMMUNITY BUILDING or NON-PARTICIPATING DWELLING.
  - c. 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.

D. Standard Conditions for Design and Installation of any PV SOLAR FARM.

- (1) Electrical Components
  - a. Burying power and communication wiring underground shall be minimized consistent with best management practice regarding PV SOLAR FARM construction and minimizing impacts on agricultural drainage tile.
- (2) Maximum Height. The height limitation established in Section 5.3 shall not apply to a PV SOLAR FARM. The maximum height of all above ground STRUCTURES shall be identified in the application and as approved in the SPECIAL USE Permit.

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E. Standard Conditions to Mitigate Damage to Farmland

- (1) All underground wiring or cabling for the PV SOLAR FARM shall be at a minimum depth as established by the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.7 N.
- (2) Protection of agricultural drainage tile
 

Protection of agricultural drainage tile shall comply with the Agriculture Impact Mitigation Agreement with the Illinois Department of Agriculture as required by Section 6.1.7 N.
- (3) All soil conservation practices (such as terraces, grassed waterways, etc.) that are damaged by PV SOLAR FARM construction and/or decommissioning shall be restored by the applicant to the pre-PV SOLAR FARM construction condition in a manner consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.7 N.
- (4) Topsoil replacement
 

All topsoil shall be placed in a manner consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.7 N.
- (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 PV SOLAR FARM lease.
  - b. All mitigation of soil compaction and rutting shall be consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.7 N.
- (6) Land leveling
  - a. The Applicant shall not be responsible for leveling of disturbed land if exempted by the PV SOLAR FARM lease.
  - b. All land leveling shall be consistent with the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.7 N.
- (7) Minimize disturbance to BEST PRIME FARMLAND



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- a. Any PV SOLAR FARM 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 PV SOLAR FARM shall be minimized at all times consistent with good engineering practice.
  - (b) Disturbance to BEST PRIME FARMLAND shall be offset by establishment of a vegetative ground cover within the PV SOLAR FARM that includes the following:
    - i. The vegetative ground cover shall use native plant species as much as possible and shall be based on a site assessment of the site geography and soil conditions.
    - ii. The species selected shall serve a secondary habitat purpose as much as possible.
    - iii. Maintenance of the vegetative ground cover shall use a combination of management approaches to ensure safe, cost-effective, reliable maintenance while minimizing environmental risks.
    - iv. The plan to establish and maintain a vegetative ground cover that includes native plant species as much as possible shall be detailed in a landscape plan included in the PV SOLAR FARM SPECIAL USE Permit application. The landscape plan shall include the weed control plan required by Section 6.1.7 L.1.

F. Standard Conditions for Use of Public Streets

Any PV SOLAR FARM Applicant proposing to use any County Highway or a township or municipal STREET for the purpose of transporting PV SOLAR FARM or Substation parts and/or equipment for construction, operation, or maintenance of the PV SOLAR FARM or Substation(s), shall identify all such public STREETS and pay the costs of any necessary permits and the costs to repair any damage to the STREETS specifically and uniquely attributable to the PV SOLAR FARM 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 COMMUNITY PV SOLAR FARM for which the relevant highway authority has agreed in writing to waive the requirements of subparagraphs

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6.1.7 F.1, 6.1.7 F.2, and 6.1.7 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-PV SOLAR FARM 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 PV SOLAR FARM 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 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. 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.
- 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 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.

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- 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 PV SOLAR FARM construction.
  - l. The Applicant shall transport the PV SOLAR FARM loads so as to minimize adverse impact on the local traffic including farm traffic.
  - m. The Applicant 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. 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 repairs pursuant to the PV SOLAR FARM 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.

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- 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-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. The Applicant 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 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.
  - 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 PV SOLAR FARM 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 PV SOLAR FARM 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 PV SOLAR FARM construction and following construction of the PV SOLAR FARM.
  - 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 Allowable Noise Level

- (1) Noise levels from any PV SOLAR FARM shall be in compliance with the applicable Illinois Pollution Control Board (IPCB) regulations (*35 Illinois Administrative Code*, Subtitle H: Noise, Parts 900, 901, 910).

**Items G.(2) through G.(3) below might go beyond the constraints established by Public Act 102-1123. The Act allows that a project can be required to be compliant with IPCB regulations, but it does not specify that a noise study can be required. Staff is working to verify whether these statements can be included.**

- (2) The Applicant shall submit manufacturer's sound power level characteristics and other relevant data regarding noise characteristics of proposed PV SOLAR FARM 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 other than a COMMUNITY PV SOLAR FARM 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 PV SOLAR FARM.
    - (b) Computer modeling shall be used to generate the anticipated sound level resulting from the operation of the proposed PV SOLAR FARM within 1,500 feet of the proposed PV SOLAR FARM.

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- (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 PV SOLAR FARM.
      - (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.
    - b. For a COMMUNITY PV SOLAR FARM the Board may require submission of a noise analysis that meets the standard of paragraph 6.1.7 G.(3)a.
  - (4) After construction of the PV SOLAR FARM, 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:
    - a. The Zoning Administrator shall make the Environment and Land Use Committee aware of complaints about noise that have been received by the Complaint Hotline.
    - 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.
- H. 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.
- I. 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.
- J. Standard Conditions for Acceptable Fish and Wildlife Impacts

The applicant shall apply for consultation with the United States Fish and Wildlife Service's Information for Planning and Consulting environmental review or a comparable successor tool that is consistent with any applicable United States Fish and Wildlife Service solar wildlife guidelines that have been subject to public review. The application shall include a copy of the consultation review by the U.S. Fish and Wildlife Service.

**K. Screening and Fencing**

(1) Perimeter fencing

- a. PV SOLAR FARM equipment and structures shall be fully enclosed and secured by a fence with a minimum height of 6 feet.
- b. 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.

(2) Screening

- a. A visual screen shall be provided around the perimeter of the PV SOLAR FARM as follows:
  - (a) The visual screen shall be provided for any part of the PV SOLAR FARM 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 PV SOLAR FARM 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

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agricultural crop production that will conceal the PV SOLAR FARM 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 PV SOLAR FARM. If the evergreen foliage below a height of 7 feet disappears over time, the screening shall be replaced.
- 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 for any PV module installation that is no more than 8 feet tall 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 PV SOLAR FARM 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 PV SOLAR FARM SPECIAL USE Permit application.



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L. Operational Standard Conditions

(1) Vegetation management

- a. The PV SOLAR FARM 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.

**Item M below (formerly Section 6.1.5 O Decommissioning and Site Reclamation Plan) might go beyond the constraints established by Public Act 102-1123. Staff is working to verify whether these statements can be included. In addition, staff is working on verifying whether related Section 6.1.1. can be included.**

M. 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. **and matching the overall deconstruction and land restoration requirements of the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.**
- (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 PV SOLAR FARM and all costs related to removal of access driveways.
- (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 PV SOLAR FARM 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,

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- covenants, and obligations of this plan and agrees to assume all reclamation liability and responsibility for the PV SOLAR FARM.
- c. Authorization for the GOVERNING BODY and its authorized representatives for right of entry onto the PV SOLAR FARM 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 PV SOLAR FARM or prior to ceasing production of electricity from the PV SOLAR FARM, 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 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. The depth of removal of foundation concrete below ground shall be **a minimum of 54 inches as required in the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture**. The depth of removal of foundation concrete shall be certified in writing by an Illinois Licensed Professional Engineer and the certification shall be submitted to the Zoning Administrator.

- i. Underground electrical cables of a depth of 5 feet or greater may be left in place.
- j. The hole resulting from the removal of foundation concrete during decommissioning shall be backfilled as follows:as required in the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.
- (a) The excavation resulting from the removal of foundation concrete shall only be backfilled with subsoil and topsoil in similar depths and similar types as existed at the time of the original PV SOLAR FARM construction except that a lesser quality topsoil or a combination of a lesser quality topsoil and a subsoil that is similar to the native subsoil may be used at depths corresponding to the native subsoil but not less than 12 inches below grade.
- (b) The native soils excavated at the time of the original PV SOLAR FARM construction may be used to backfill the concrete foundation excavations at the time of decommissioning provided that the soils are adequately stored throughout the operating lifetime of the PV SOLAR FARM. The methods for storing the excavated native soils during the operating lifetime of the PV SOLAR FARM shall be included in the decommissioning and site reclamation plan.
- (c) If the excavated native soils are not stored for use for backfilling the concrete foundation excavations, a qualified soil scientist of Illinois Licensed Professional Engineer shall certify that the actual soils used to backfill the concrete foundation excavations are of equal or greater quality than the native soils or that, in the case of subsoil, the backfill soil meets the requirements of this paragraph. The certification shall be submitted to the Zoning Administrator.
- (d) An Illinois Licensed Professional Engineer shall certify in writing that the concrete foundation excavations have been backfilled with soil to such a depth and with a minimum of compaction that is consistent with the restoration of productive agricultural use such that the depth of soil is expected to be no less than 54 inches within one year after backfilling.
- k. A stipulation that should the decommissioning and site reclamation plan be deemed invalid by a court of competent jurisdiction the PV SOLAR FARM SPECIAL USE Permit shall be deemed void.

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- l. 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.
  - m. 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.
  - n. 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 PV SOLAR FARM begins to produce electricity, 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.
- (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 PV SOLAR FARM modules have an unlimited warranty of at least 10 years and also have 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. (a)~~ No Zoning Use Permit to authorize construction of the PV SOLAR FARM shall be authorized by the Zoning Administrator until the PV SOLAR FARM owner shall provide the COUNTY with financial assurance to cover ~~12.5%-10%~~ of the decommissioning ~~and site reclamation~~ 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.(b)~~ On or before the sixth anniversary of the Commercial Operation Date, the PV SOLAR FARM Owner shall provide the COUNTY with Financial Assurance to cover ~~62.5%~~ 50% of the decommissioning and site reclamation 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.(c)~~ On or before the eleventh anniversary of the Commercial Operation Date, the PV SOLAR FARM Owner shall provide the COUNTY with Financial Assurance to cover ~~125%~~ 100% of the decommissioning and site reclamation 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. and as determined in the updated decommissioning and site reclamation plan filed with the County on or before the end of the tenth year of commercial operation.
- ~~bd.~~ 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 PV SOLAR FARM 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 PV SOLAR FARM; 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 6.1.7 M.4.b.(1). prior to

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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 or for simple disposal and other similar costs including but not limited to the decommissioning of the PV SOLAR FARM 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 deduction from the estimated decommissioning costs for net estimated salvage value shall be capped at 70% of the total net estimated salvage value even though the total actual salvage value shall be available in the event that decommissioning is actually required.~~
- ~~(g) The total financial assurance after deduction of the net estimated salvage value shall not be less than \$1,000 per acre.~~
- ~~(h) The credit for net estimated salvage value attributable to any PV SOLAR FARM may not exceed the estimated cost of removal of the above-ground portion of that PV SOLAR FARM on the subject site.~~

**ee.** The GOVERNING BODY has the right to require multiple letters of credit based on the regulations governing federal insurance for deposits.

**ef.** 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) At least once every three years for the first 12 years of the financial assurance and at least once every two years thereafter or, if the PV SOLAR FARM modules have an unlimited warranty of a least 10 years and also have 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, then at least once every five years for the first 25 years of the financial assurance and at least once every two 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. The Applicant or its successors in interest shall file an updated decommissioning and site reclamation plan with the County on or before the end of the tenth year of commercial operation.

(b) The County shall reevaluate the estimated costs of decommissioning and site reclamation every five years after the tenth anniversary of the commercial operation date. The solar farm owner shall provide an updated estimated cost of decommissioning and site reclamation that is provided by an independent Illinois licensed professional engineer.

(bc) 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 PV SOLAR FARM was approved.

eg. 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.

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- (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. At all times the value of the irrevocable letter of credit shall be increased annually as necessary to reflect actual rates of inflation over the life span of the PV SOLAR FARM and the amount shall be equal to or exceed 125% of the amount of the independent engineer’s cost estimate as increased by known and documented rates of inflation since the PV SOLAR FARM was approved.~~

gh. Should the salvage value of components be adjusted downward or the decommissioning costs adjusted upward pursuant to paragraph 6.1.7 M.4.d., the amount of the irrevocable letter of credit pursuant to this paragraph 6.1.7 M.4. shall be increased to reflect the adjustment, as if the adjusted estimate were the initial estimate.

hi. Any financial assurance required per the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required by paragraph 6.1.7 N. shall count towards the total financial assurance required for compliance with paragraph 6.1.1A.5.

ij. 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 PV SOLAR FARM or component thereof ceases to be functional for more than six consecutive months after it starts producing electricity and the Owner is not diligently repairing such PV SOLAR FARM or component.~~

~~b. In the event that the Owner declares the PV SOLAR FARM or any PV SOLAR FARM component to be functionally obsolete for tax purposes.~~



- e. ~~There is a delay in the construction of any PV SOLAR FARM of more than 6 months after construction on that PV SOLAR FARM begins.~~
- d. ~~Any PV SOLAR FARM 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 PV SOLAR FARM or component thereof that is otherwise derelict for a period of 6 months.~~
- f. ~~The PV SOLAR FARM is in violation of the terms of the PV SOLAR FARM 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 6.1.5D. 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 PV SOLAR FARM abandoned, ~~or the standards set forth in Section 6.1.7 M.5. met,~~ with respect to some, but not all, of the PV SOLAR FARM. In that event, the Zoning Administrator may draw upon the financial assurance to perform the reclamation work as to that portion of the PV SOLAR FARM only. Upon completion of that reclamation work, the salvage value and reclamation costs shall be recalculated as to the remaining PV SOLAR FARM.
- (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.

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- N. Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.
- (1) The Applicant shall enter into an Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.
  - (2) The Applicant shall bear full responsibility for coordinating any special conditions required in the SPECIAL USE Permit in order to ensure compliance with the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.
  - (3) All requirements of the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture shall become requirements of the SPECIAL USE Permit.
  - (4) Champaign County shall have the right to enforce all requirements of the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.
- O. Application Requirements
- (1) In addition to all other information required on the SPECIAL USE Permit application and required by Section 9.1.11 A.2., the application shall contain or be accompanied by the following information:
    - a. A PV SOLAR FARM Project Summary, including, to the extent available:
      - (a) A general description of the project, including its approximate DC and AC generating capacity; the maximum number and type of solar devices, and the potential equipment manufacturer(s).
      - (b) The specific proposed location of the PV SOLAR FARM including all tax parcels on which the PV SOLAR FARM will be constructed.
      - (c) The specific proposed location of all tax parcels required to be included in the PV SOLAR FARM COUNTY Board SPECIAL USE Permit.
      - (d) 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 PV SOLAR FARM SPECIAL USE Permit.
    - c. A site plan for the PV SOLAR FARM indicating the following:

- (a) The approximate planned location of all PV SOLAR FARM STRUCTURES, property lines (including identification of adjoining properties), required separations, public access roads and turnout locations, access driveways, solar devices, electrical inverter(s), electrical transformer(s), cabling, switching station, electrical cabling from the PV SOLAR FARM to the Substation(s), ancillary equipment, screening and fencing, third party transmission lines, meteorological station, 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 PV SOLAR FARM 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 PV SOLAR FARM 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 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 and/or glare that were approved in the PV SOLAR FARM SPECIAL USE Permit. PV SOLAR FARM structures include substations, third party transmission lines, maintenance and management facilities, or other significant structures.
- d. 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.
  - (3) The Applicant shall include a copy of the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture with the Special Use Permit Application.