

CASE 086-AT-23

SUPPLEMENTAL MEMORANDUM #4

MAY 25, 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.

Location: Unincorporated Champaign County

Time Schedule for Development: As soon as possible

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

STATUS

Attachment B is an email from Ted Hartke received May 23, 2023. He also included the proposed text amendment from Ford County regarding Public Act 102-1123.

Attachment C is an email from Ted Hartke received May 24, 2023. He attached the 2023 version of the wind farm Agricultural Impact Mitigation Agreement (AIMA) from the Illinois Department of Agriculture. The 2022 version was distributed to the Board in the Preliminary Memorandum dated March 22, 2023. Staff found that there is no difference in the wording between the 2022 and the 2023 versions.

Attachment D is an email from Ted Hartke received May 24, 2023 regarding ice throw from wind turbines.

ADDITIONAL TEXT PROPOSED

P&Z Staff propose adding a statement at the end of sections 6.1.5 and 6.1.7 of the proposed text amendment as follows:

New 6.1.5 W.

Should the Illinois Supreme Court find P.A. 102-1123 invalid or should an Illinois Appellate Court find P.A. 102-1123 invalid, and that declaration is not appealed to the Illinois Supreme Court or the Illinois Supreme Court declines to hear an appeal of the Appellate Court's finding and no public hearing for a proposed WIND FARM has begun, the text of this amendment shall be stricken and the text adopted by the Champaign County Board on August 18, 2022 shall be reinstated and shall govern WIND FARMS in Champaign County.

New 6.1.7 X.

Should the Illinois Supreme Court find P.A. 102-1123 invalid or should an Illinois Appellate Court find P.A. 102-1123 invalid, and that declaration is not appealed to the Illinois Supreme Court or the Illinois Supreme Court declines to hear an appeal of the Appellate Court's finding and no public hearing for a proposed PV SOLAR FARM has begun, the text of this amendment shall be stricken and the text adopted by the Champaign County Board on August 18, 2022 shall be reinstated and shall govern PV SOLAR FARMS in Champaign County.

Staff also propose adding a new section 6.1.5 N. regarding ice throw and renumbering all sections after that.

New 6.1.5 N. Ice Throw

1. As part of the Special Use Permit Application, the Applicant shall provide a current risk level assessment of ice fall and ice throw for the current turbine model to be used and includes public roads and parts of non-participating properties used for residential purposes and for other structures. The methodology shall be equivalent to that in the International Energy Agency (IEA) Wind Technology Collaboration Programme (TCP) Task 19 Technical Report *International Recommendations for Ice Fall and Ice Throw Risk Assessments* dated April 2022.
2. If the risk of ice fall and ice throw is above 10^{-5} (1/100,000) it shall be considered unacceptable and extensive risk reduction measures (e.g., relocation or change of turbine specifications or temporarily shutting down the turbine) shall be taken by the WIND FARM developer. The property owner can waive this requirement. Signed written waivers must be presented with the application for a Zoning Use Permit.
3. If a non-participating structure is built within a distance from a WIND FARM TOWER of 1.5 times the height of the WIND FARM TOWER after the Special Use PERMIT approval, the WIND FARM developer shall mitigate ice fall and/or ice throw that could potentially impact the structure and the immediate surrounding area within 100 feet of the structure.

Also regarding ice throw, Staff propose adding new Footnote 16 to Section 5.3 as follows:

New Section 5.3 footnote 16, for all Zoning Districts allowing single-family residences

16. The Zoning Administrator shall notify applicants for Zoning Use Permits proposing development within a distance from a WIND FARM TOWER equal to 1.5 times the height of the WIND FARM TOWER that there is a risk of ice throw and other incompatibilities with the WIND FARM TOWER and that the WIND FARM developer is required to mitigate the risks of ice throw for that structure and the immediately surrounding area within 100 feet of the structure. The Department of Planning & Zoning shall also notify applicants for Zoning Use Permits proposing development within a distance from a WIND FARM TOWER of between 1.5 and 2.1 times the height of the WIND FARM TOWER that there is a risk of incompatibilities with the WIND TURBINE.

There were two different sources that referred to a distance from a tower equal to 1.5 times the height of the tower being a safe distance from ice throw. These are listed as Attachments E and F and can be found on the ZBA meetings website.

Attachment G is the Task 19 Technical Report listed above. Attachment H is a fact sheet on icing and wind energy systems. Both can be found on the ZBA meetings website.

ATTACHMENTS

- A Legal advertisement
- B Email from Ted Hartke received May 23, 2023, with attachment:
- Ford County proposed text amendment regarding Public Act 102-1123
- C Email from Ted Hartke received May 24, 2023, with attachment:
- Illinois Department of Agriculture 2023 Agricultural Impact Mitigation Agreement template
- D Email from Ted Hartke received May 24, 2023 regarding ice throw
- E *Ice throw from wind turbines: assessment and risk management*. National Wind Watch, January 6, 2023 (on ZBA meetings website)
<https://www.wind-watch.org/documents/ice-throw-from-wind-turbines-assessment-and-risk-management/>
- F *Ice shedding and ice throw – risk and mitigation*. GE Energy, April 2006.
(on ZBA meetings website)
https://www.ge.com/content.dam/gepower-new/global/en_US/downloads/gas-new-site/resources/reference/ger-4262-ice-shedding-ice-throw-risk-mitigation.pdf
- G International Energy Agency (IEA) Wind Technology Collaboration Programme (TCP) Task 19 Technical Report *International Recommendations for Ice Fall and Ice Throw Risk Assessments* dated April 2022. (on ZBA meetings website)
- H *Fact sheet: Icing and wind energy systems*. Center for Rural Affairs, 2019.
(on ZBA meetings website)
<https://www.cfra.org/sites/default/files/publications/icing-and-wind-energy-systems.pdf>

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
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 - 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.
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 - 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 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.

Susan Burgstrom

From: Ted Hartke <tedhartke@hartke.pro>
Sent: Monday, May 22, 2023 11:32 PM
To: John Hall; Susan Burgstrom; Justin Leerkamp
Subject: Fwd: wind ordinance
Attachments: WIND ORDINANCE APPENDIX A revisions 050923.docx

RECEIVED

CAUTION: External email, be careful when opening.

MAY 23 2023

Dear John and Susan,

CHAMPAIGN CO. P & Z DEPARTMENT

Please review this attachment. Ford County passed a wind ordinance with wind turbines shut down triggered when there is a weather "watch" put into effect as the spinning turbines will mask a tornado. There are also regulations in there about ice throw safety.

Iroquois County has maintained their setback distance as 10x the rotor diameter.
I am told that Vermilion County is considering placing a tax on the energy production.

Living inside a home on private property should never have intrusion from unhealthy incessant noise levels that impact sleep without any compensation or agreement. Confiscation of unleased land as a noise or flicker abatement zone is worse than eminent domain for 2 reasons:

- 1.) There is no process to be paid any fair market value for the taking of the land.
- 2.) The land is not being taken for the use of the public.....it is being taken by a private entity.

What is the safety measure being put in place to preserve livable home sites in our county? Will existing homes remain places where families can stay and be allowed to sleep? Existing legal land usage should not be diminished by an outsider such as a Chicago or some foreign energy company.

To protect innocent families, the ZBA needs to insert a "finding of fact" that a setback based upon where your home is located on private land causes the remainder to become an uncompensated abatement zone.....therefore declared as "UNCONSTITUTIONAL" by definition. Below is the interpretation of the 5th Amendment of the United States Constitution:

The Takings Clause of the Fifth Amendment to the United States Constitution reads as follows: "Nor shall private property be taken for public use, without just compensation." In understanding the provision, we both agree that it is helpful to keep in mind the reasons behind it. We agree that the Clause is intended to uphold the principle that the government should not single out isolated individuals to bear excessive burdens, even in support of an important public good. When this happens, the payment of "just compensation" provides a means of removing any special burden. The most influential statement of this principle is found in *Armstrong v. United States* (1960), where the Supreme Court wrote: "The Fifth Amendment's [Takings Clause] . . . was designed to bar

Government from forcing some people alone to bear public burdens which, in all fairness and justice, should be borne by the public as a whole.”

For the Takings Clause to serve this principle effectively, we both agree that the guarantee of just compensation must apply at the very least to cases in which the government engages in the outright confiscation of property. This means more than merely the government taking a privately owned asset for itself. It also includes situations in which the government permanently deprives a private owner of possession of the asset or gives the asset (or the right to permanently physically occupy the asset) to someone else.

Health-destroying constant incessant noise over and across property lines and within the walls of bedrooms is certainly a physical occupation and presence. Not being able to use bedrooms during night and day is just as impactful as not being able to use the water out of your well while someone else is taking it as their own. It's a unique and terrible predicament when a private energy company is making money off of the usage of the interiors of our homes as a "free easement" from so-called "public servants."

Best regards,

Ted Hartke

Special message: **My email was hacked Dec 30, 2016.** If you received a message that looks like it came from me and it asks you to click a link to share files, DO NOT CLICK ON LINKS OR ICONS. I will never send you a link or ask you to download anything unless I include a detailed project-specific correspondence. To protect yourself, never attempt to download files or click links which seem random or out of the ordinary.

Theodore P. Hartke, PE, PLS
President
Hartke Engineering and Surveying, Inc.
117 S. East Avenue P.O. Box 123
Ogden, Illinois 61859 217.840.1612
tedhartke@hartke.pro

----- Forwarded message -----

From: **Cindy Ihrke** <energizeillinois@gmail.com>
Date: Thu, May 18, 2023 at 2:31 PM
Subject: wind ordinance
To: <tedhartke@hartke.pro>

This is the version that went to the ZBA. We will be adding language under the Interference to address radar interference during severe weather as per recommendation by the ZBA.

New text amendment

~~Removed text~~

FORD COUNTY
ZONING ORDINANCE

APPENDIX A

STANDARDS FOR
WIND ENERGY
CONVERSION SYSTEMS

ADOPTED: MARCH 13, 2006
Resolution 06-17

Revised: June 2009
Revised: September 13, 2021

RECEIVED

MAY 23 2023

CHAMPAIGN CO. P & Z DEPARTMENT

APPENDIX A STANDARDS FOR WIND ENERGY CONVERSION SYSTEMS

- I. INTRODUCTION
 - A. TITLE
 - B. PURPOSE
- II. DEFINITIONS
- III. APPLICABILITY
- IV. PROHIBITION
- V. SPECIAL USE PERMIT APPLICATION
- VI. **APPLICATION FEES**
- VII. DESIGN AND INSTALLATION
 - A. DESIGN SAFETY CERTIFICATION
 - B. CONTROLS AND BRAKES
 - C. ELECTRICAL COMPONENTS
 - D. COLOR
 - E. TURBINE CONSISTENCY
 - F. COMPLIANCE WITH THE FEDERAL AVIATION ADMINISTRATION
 - G. LIGHTING
 - H. WARNINGS
 - I. CLIMB PREVENTION
 - J. HEIGHT
 - K. BLADE CLEARANCE
 - L. SETBACKS
 - M. DRAINAGE REPAIR
 - N. ~~PRE AND POST WELL INSPECTIONS~~ **SITE ASSESSMENTS**
 - ~~O. PROPERTY VALUES~~
 - O. COMPLIANCE WITH ADDITIONAL REGULATIONS
 - P. USE OF PUBLIC ROADS
 - Q. TERMS
- VIII. OPERATION
 - A. MAINTENANCE
 - B. INTERFERENCE
 - C. COORDINATION WITH FIRE DEPARTMENT
 - D. **WATER, SEWER**, MATERIALS HANDLING, STORAGE AND DISPOSAL
- IX. NOISE LEVELS
- X. **ICE THROW**

XI. SHADOW FLICKER

XII. BIRDS BATS, AND WILDLIFE

XIII. **AGRICULTURAL IMPACT MITIGATION**

XIV. **CONFORMANCE AND APPROVAL APPLICATION PLANS**

XV. **ADDITIONAL TERMS AND CONDITIONS**

XVI. PUBLIC PARTICIPATION

XVII. LIABILITY INSURANCE AND INDEMNIFICATION

XVIII. DECOMMISSIONING PLAN

XIX. ~~DISPUTE RESOLUTION~~

XX. REMEDIES

XXI. **BUILDING** ~~CONSTRUCTION PERMIT FEES~~

XXII. **HEARING FACILITATOR**

XXIII. **HEARING FACTORS**

XXIV. **INTERPRETATION**

XXV. **EFFECTIVE DATE**

XXVI. PUBLIC NUISANCE

XXVII. SEVERANCE

I. INTRODUCTION

A. *Title*

This Ordinance **from which this is derived is adopted in accordance with 55 ILCS 5/5-12020 and** shall amend the Ford County Zoning Ordinance and be known, cited and referred to as Appendix A Standards for Wind Energy Conversion System.

B. *Purpose*

This Ordinance is adopted for the following purposes:

1. To assure that any development and production of wind-generated

electricity in Ford County is safe and effective.

- 2. To facilitate economic opportunities, security and stability of Ford County.
- 3. To allow the supply of wind energy in support of Illinois’ statutory goal of increasing energy production from renewable energy sources.

II. DEFINITIONS

- A. “Applicant” means the entity or person, successors-in-interest, and assigns who submits to the County, pursuant to Section V of this Ordinance, an application for the special use permit **for the siting of any Commercial Wind Energy facility or substation related thereto** . ~~any WECS~~
- B. “Board” means the Ford County Board as it exists on the date of adoption of this Appendix A Standards for Wind Energy Conversion System, and as it shall be constituted in the future.
- C. **Commercial Operation Date means the calendar date on which the WECS Project produces power for commercial sale, not including test power.**
- D. **Commercial Wind Energy Facility means a wind energy conversion facility of equal or greater than 500 kilowatts in total nameplate generating capacity. Also referred to herein as “Wind Energy Conversion System” or “WECS Project”**
- ~~D. “Financial Assurance” means reasonable assurance from a credit worthy party, examples of which include a surety bond, trust instrument, cash escrow, or irrevocable letter of credit, or whose credit is rated by Moody’s at an A3 or better no less than A. (reviewed on an annual basis)~~
- E. **Financial Assurance or Financial Security or Decommission Security means assurance from a credit worthy party, examples of which include a surety bond (e.g., performance and payment bond), trust instrument, cash escrow, or irrevocable letter of credit.**
- F. MET Towers – Meteorological Tower means those towers which are erected primarily to measure wind speed and direction plus other data relevant to siting and operation of WECS Projects. For purposes of this ordinance, Meteorological Towers do not include towers and equipment used by airports, the Illinois Department of Transportation, or other similar applications or government agencies, to monitor weather conditions.
- G. **Notice to proceed means a written document, named as such, stating that the Applicant expresses an intent to commence construction activities on a WECS Project and identifying the date on which the construction activities are scheduled to commence.**
- H. **Non-participating property means real property that is not a Participating Property.**

I. Nonparticipating residence means a residence that is located on nonparticipating property and that is existing and occupied on the date that an applicant for a permit to develop WECS Project is filed with the County.

~~“County” means Ford County, Illinois, a body corporate and politic.~~

J. 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 WECS project is filed with the County: a school, place of worship, day care facility, public library or community center.

K. “Operator” means the person or entity responsible for the day-to-day operation and maintenance of the WECS, including any third-party subcontractors. The Operator must be a qualified wind power professional. All references to Operator in the Ordinance shall include the Operator’s successors-in-interest and assigns.

L. “Owner” means the entity or entities with a direct equity interest in the WECS(s), including their respective successors-in-interest and assigns. Owner does not mean (i) the property owner from whom land is leased for locating the WECS (unless the property owner has an equity interest in the WECS); or (ii) any person holding a security interest in the WECS(s) solely to secure an extension of credit, or a person foreclosing on such security interest provided that after foreclosure, such person seeks to sell the WECS(s) at the earliest practicable date. The definition includes the definition of Facility Owner as defined in ILCS 5/5-12020.

M. Participating Landowner - A landowner in Ford County that has entered into a contractual agreement with a company that is applying for a Special Use Permit for a WECS Project.

N. 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 WECS Project or supporting facilities. “Participating property” also includes real property that is owned by a facility owner for purposes of constructing a WECS Project or supporting facilities.

O. 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 WECS Project is filed with the County.

P. “Professional Engineer” means a qualified individual who is licensed in the State of Illinois. Where a structural engineer is required to take some action under terms of this Ordinance, a Professional Engineer may serve as the structural engineer if he or she has the appropriate structural engineering certification.

Q. Protected Lands means real property that is subject to a permanent conservation right consistent with the Real Property Conservation Rights Act, or registered or designated as a nature preserve, buffer, or land and water reserve under the National Natural Areas Preservation Act.

~~R. S. MET Towers Meteorological Tower means those towers which are erected primarily to measure wind speed and direction plus other data relevant to siting and operation of WECS Projects. For purposes of this ordinance, Meteorological Towers do not include towers and equipment used by airports, the Illinois Department of Transportation, or other similar applications or government agencies, to monitor weather conditions.~~

R. Public Conservation Lands means land owned in fee title by County, state or federal agencies and managed specifically for conservation purposed, including, but not limited to County, state and federal parks, state and federal wildlife managements, state scientific and natural areas, and federal wildlife refuges and waterfowl protected areas. Public Conservations lands do not include private lands upon which conservation easements have been sold to government agencies or non-profit conservation organizations. Public Conservation Lands also do not include private lands for which the owners have entered into contractual relationships with government or non-profit organizations for conservation purposes.

S. Repower/ Replace means any variation to foundations and/or tower structures including increasing megawatts per tower from the original approved Special Use Permit with the exception of like-kind replacement.

~~T. Commencement of Commercial Operation or Date of Operation shall mean the first date on which the project produces electrical power, transmitted from the first operating turbine onto the power grid.~~

T. (Right of Way) A general term denoting land, property, or interest therein, usually a strip acquired for or devoted to transportation purposes.

~~U. Participating Landowner A landowner in Ford County that has entered into a contractual agreement with a wind company that is applying for a Special Use Permit.~~

U. "Primary Structure" means, for each property, the structure that one or more persons occupy the majority of time on that property for either business or personal reasons. Primary Structure includes structures such as residences, commercial buildings, hospitals, churches, schools and day care facilities **existing on the date that the application for a permit to develop the WECS Project is filed.** Primary Structure excludes structures such as hunting sheds, storage sheds, pool houses, unattached garages and barns.

V. Special Use Permit means a permit approved by the County Board after a public hearing, allowing a particular use at a specified location subject to compliance with certain specified special conditions as may be required by the County Board.

- ~~K. “Wind Energy Conversion System” (“WECS”) means all necessary facilities that together convert wind energy into electricity and deliver that electricity to a utility’s transmission lines, including, but not limited to, the rotor, nacelle, generator, WECS Tower, electrical components, WECS foundation, transformer, electrical cabling from the WECS Tower to the substations(s)/switchyard(s), communications facilities, transmission lines, poles, and/or towers, operations and maintenance building, and other related devices, facilities, and equipment.~~
- ~~L. “WECS Project” means the collection of WECS as specified in the special use permit application pursuant to Section V of this Ordinance,~~
- W. Rotor Diameter – is the diameter of the circle created by rotating turbine blade tips.
- X. Shadow flicker means alternating changes in light intensity caused by the moving blade of a wind power generator casting shadows on the ground and stationary objects.
- Y. Sub-Station – means collections system of the WECS(s) and increases the voltage for connection utility’s transmission lines.
- Z. Supporting Facilities means the transmission lines, substations, access roads, meteorological towers, storage containers, and equipment associated with the generation and storage of electricity.**
- AA. WECS Permittee means an Applicant who applies for and receives a Special Use Permit under this ordinance for the siting and operation of a WECS or Substation. All references to a WECS Permittee in this Ordinance shall include a WECS Permittee’s successors-in-interest and assigns.**
- BB. “WECS Tower” means the support structure to which the nacelle and rotor are attached.
- CC. “WECS Tower Hub Height” means the distance from the center of the rotor hub to the top surface of the WECS Tower foundation.
- DD. “WECS Tower Tip Height” means the distance from the rotor blade at its highest point to the ground at base of the WECS foundation.
- EE. WECS Building Permit means a permit necessary for the commencement of work performed toward the construction, erection, or installation of an**

approved WECS Substation or operations and maintenance building in connection with a WECS Project. A WECS Building Permit may be issued by the County after a WECS Project has obtained a Special Use Permit from the County Board and the Zoning Board of Appeals determines after a public hearing that all conditions, if any, have been satisfied that are imposed by the Special Use Permit. The WECS Building Permit shall require the Applicant (WECS Permittee) to deliver in written "Notice to Proceed" for the WECS Project to the County prior to commencement of construction of the WECS Project. The term "commencement of construction", as used in this Ordinance includes any site development work (e.g., demolitions, grubbing, grading, excavation, road work, construction of Project-related structures and infrastructure improvement, etc.) regarding the WECS Project.

FF. Wind Turbine means any piece of electrical generating equipment that converts the kinetic energy of moving wind into electrical energy through the use of airfoils or similar devices to capture the wind.

III. APPLICABILITY

- A. This Ordinance governs the ~~special-use~~ siting of WECS projects and substations. WECS(s) and WECS Projects that generate electricity to be sold to wholesale or retail markets, and private owners of WECS(s) over 100kw who locate the WECS(s) on their own property for their own personal use.
- B. Owners of a WECS project with an aggregate generating capacity of 0.5 MW or less who locate the WECS on their own property are not subject to this Ordinance

IV. PROHIBITION

No WECS-~~Project or, WECS or~~ Substation governed by ~~Section III~~ of this Ordinance shall be constructed, erected, installed, or located within Ford County unless prior Special Use Permit Application has been approved for each individual WECS tower Project, WECS Tower and ~~or~~ Substation or for a group of WECS Projects and Substations under a joint siting application pursuant to this Ordinance. Upon special use approval a Road Use Agreement shall be obtained from the Road Authority. **It is recommended that this be completed** prior to the issuance of any building permits for, WECS Project or Substation or any part thereof.

V. SPECIAL USE PERMIT APPLICATION

- A. To obtain siting approval ~~special-use approval~~, the Applicant must first submit a Special Use permit application to the Ford County Zoning Officer. This application must be submitted in English.

- B. The special use permit application shall contain or be accompanied by the following information:
1. A WECS Project summary, including: (1) a general description of the project, including its name plate generating capacity; the potential equipment manufacturer(s), type(s) of WECS(s), maximum number of WECS, and approximate name plate generating capacity of each WECS; the maximum height of the WECS Tower(s), and maximum diameter of the WECS(s) rotor(s); **number of substations; a project site plan; project phasing plan and project constructions timeline plan;** the general location of the project; and (2) a description of the Applicant, Owner and Operator, including their respective business structures.
 2. The name(s), address(es), and phone number(s) of the Applicant(s) Owner and Operator, and all property owner(s) **and demonstrating land ownership or legal control of the property.**
 3. A site plan for the installation of WECS Project showing the planned location of each WECS Tower, **including legal descriptions for each site,** guy lines and anchor bases (if any). **Participating and Nonparticipating Residences within one (1) mile of the WECS Project, Occupied Community Buildings within one (1) mile of the WECS Project** Primary Structure(s), property lines (including identification of adjoining properties), setback lines, public access roads and turnout locations, Substations(s), electrical cabling from the WECS Tower to the Substation(s), **operations and maintenance buildings and permanent Meteorological Towers, electrical cabling from the WECS Tower to the Substations,** ancillary equipment, third party transmission lines, **the location of any wetlands, flood plain, drainage structures including surface ditches and subsurface drainage lines, underground mines, scenic and natural areas within one thousand five hundred (1500) feet of the proposed WECS, the locations of all known communications towers within two (2) miles of the proposed WECS,** and layout of all structures within the geographical boundaries of any applicable setback.
 4. All required studies, including but not limited to shadow flicker, noise impact, flood plain maps and wildlife impact, reports, certifications, and approvals demonstrating compliance with the provisions of this Ordinance; studies for shadow flicker and noise impact using computer modeling ~~must be conducted under worse case weather and atmospheric conditions. (ie. Frozen ground, high humidity, no vegetation)~~ and submit documentation **for No hazard to Air Navigation** evidencing compliance with all applicable FAA requirements **from the Federal Aviation Administration.**

~~5. A color sample shall be submitted and approved by the Board at the time~~

~~the Applicant applies for a Special Use Permit under this Ordinance~~

5. **An Agricultural Impact Mitigation Agreement (AIMA) executed between the Applicant and the Illinois Department of Agriculture.**

6. **The topographic map shall include the WECS Project site and all lands within one (1) mile of the WECS Project.**

~~7. Any other information normally required by the County as part of its Zoning Ordinance.~~

7. The developer will commit to comply with, for the duration of the project, the Illinois law on wind energy conservation system assessment (35 ILCS 200/10 605). In case the state of Illinois lowers the assessment, the developer will continue to pay an amount equal to the property taxes assessed under the initial act (35 ILCS 200/10 605). In case the state of Illinois increases the assessment, the developer will pay property taxes according to such increased program.

8. A proposed Decommissioning Plan **for the WECS Project including cost estimations**

9. **Waivers from the setback requirements executed by the occupied community building owners and/or the nonparticipating property owners bearing a file stamp from the County Recorder of Deeds Office confirming that the waiver was recorded against title to the affected real property.**

10. **Waivers from the shadow flicker mitigation requirements setback requirements executed by the occupied community building owners and/or the nonparticipating property owners bearing a file stamp from the County Recorder of Deeds Office confirming that the waiver was recorded against title to the affected real property.**

11. **Results and recommendations from the Illinois Department of Natural Resources obtained through the Ecological Compliance Assessment Tool or a comparable successor tool.**

12. **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 the United State's Fish and Wildlife Service's Land-Based Wind Energy Guidelines.**

13. **Information demonstrating that the WECS Project will avoid protected lands.**
14. **Any other information requested by the County or the County consultants that is necessary to evaluate the siting application and operation of the WECS Project and to demonstrate that the WECS Project meets each of the regulations in this Ordinance, including the Special Use Permit standards set forth below.**
15. **Notarized authorization letters from every participating landowner setting forth their agreement with having their property being included in the Special Use Permit application**
16. The Applicant shall notify the Board of any changes to the information provided in Section V(B) within thirty (30) days of said changes being identified.
17. **Material Changes to the application are not permitted once the notice of the Public Hearing has been published, unless requested or permitted by the County : and**
18. **The applicant shall submit twelve (12) copies of the Special Use Permit Application to th County, and at least one (1) in electronic format.**

VI. **APPLICATION FEES**

- A. The applicant shall pay a flat fee of ~~fifty~~ **one hundred** thousand dollars (~~\$5100,000~~). For this fee, the Ford County Zoning Officer will review the application, get the necessary reviews by the Ford County State's Attorney or their appointed Special Assistant State's Attorney and engineering consultants, publish the legal notices, hold the Zoning Board of Appeals Hearing, and send their recommendations, with their findings of fact to the Board for final approval.
- B. ~~If the County's expenses exceed fifty thousand~~ **one hundred thousand** (~~\$5100,000~~) ~~including but not limited to any and all costs and fees for all outside consultants and attorneys, the applicant will be billed and shall reimburse the County of Ford within thirty (30) days.~~ **Should the actual costs to the County exceed the submitted Application Fee, the Applicant shall be responsible for those additional costs and shall remit additional funds to the County within 15 days of receipt of a request from the County. No hearings on an Application shall be conducted nor final decisions rendered on an Application if there are Application fees due to the County. If the County's expenses are less than one hundred thousand dollars (100,000) that**

remaining portion may be returned to the Applicant. An Applicant may request any unused Application Fee be applied toward the Building Permit Fees for the Facility.

VII. DESIGN AND INSTALLATION

A. *Design Safety Certification*

1. MET towers, WECS(s) and the WECS Project shall conform to applicable industry standards, including those of the American National Standards Institute (“ANSI”). Prior to the issuance of construction permits, Applicant 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 an equivalent third party. All turbines shall be new equipment commercially available; no used or experimental equipment shall be approved by the Zoning Enforcing Officer or the Zoning Board of Appeals without the issuance of a variance.
2. Following the granting of the special use permit under this Ordinance, a Professional Engineer shall certify, as part of the WECS Building **Permit** ~~construction permit~~ **application process** application that the foundation and tower design of the WECS is within accepted professional standards, given local soil and climate conditions.
3. **All components of the wind energy facility shall be sourced and manufactured in compliance with all Federal laws, regulations, and executive orders.**

B. *Controls and Brakes*

All WECS 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. Mechanical brakes shall be operated in a fail-safe mode. Stall regulations shall not be considered a sufficient braking system for over-speed protection.

C. *Electrical Components*

All electrical components of the WECS in the WECS Project shall conform to applicable **local, state and national codes** and **relevant and international** standards. Standards including but are not limited to Nation Electric Code, ANSI, UL and International Electric Commission.

D. *Color*

WECS towers and blades shall be painted white or gray or another non-reflective, unobtrusive color. Color sample shall be submitted and approved by the Board at

the time the Applicant applies for a Special Use Permit under this Ordinance.

E. *Turbine Consistency*

To the extent feasible, the project shall consist of turbines of similar design and size, including tower height. All turbines shall rotate in the same direction **and shall be consistent in color and direction with nearby facilities.**

F. *Compliance with the Federal Aviation Administration*

The WECS in the WECS Project shall comply with all applicable FAA requirements and submit documentation evidencing compliance with all applicable FAA requirements.

G. *Lighting and Aesthetics*

A. Projects shall utilize minimal lighting. No exterior tower lighting other than normal security lighting shall be permitted except as may be required by the FAA. All WECS Projects are required to use ADLS (aircraft detection lighting systems) or **other similar or** equivalent system to reduce **light pollution and visual impacts** ~~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., **and all other applicable FAA regulations or circulars.**

B. In the event lighting is required by the FAA, any outage of said lighting due to power outage or storms, must be reported to the FAA, as in a NOTAM (Notice to Airman).

H. *Warnings*

1. A reasonably visible warning sign concerning voltage must be placed at the base of all pad-mounted transformers and Substations **and at all entrances to the WECS Towers.**
2. Visible, reflective, colored objects, such as flags, **plastic sleeves,** reflectors, or tape shall be placed on the anchor points of guy wires and along the guy wires up to a height of 15 feet from the ground.
3. **All power and communication lines used to collect power from individual turbines shall be buried underground at a depth in accordance with the Agricultural Impact Mitigation Agreement until same reach the property line or a substation adjacent to the property line:**
 - a. **a minimum of 5 feet of top cover where it crosses Cropland.**
 - b. **a minimum of 5 feet top cover where it crosses pasture land or other Agricultural Land comprised of soils that are**

classified by the USDA as being prime soils.

- c. **a minimum of 3 feet of top cover where it crosses pasture land and other Agricultural Land not comprised of prime soils.**
 - d. **a minimum of 3 feet of crop cover where it crosses wooded/bushy land**
4. No wind turbine generator tower or anemometer tower or site shall include any advertising sign, but logos of the Owner or Operator or the wind turbine generator manufacturer shall not be considered “advertising” for the purpose of this Ordinance.
5. At each entrance of a WECS Tower per Ford County ESTB regulations Owner/Operator shall place an eight-foot, six-inch (8’ 6”) above-ground galvanized post and shall include a blue sign with three-inch (3”) letters and/or numbers in white. The sign/plate shall be eight inches by eighteen inches (8” x 18”) and shall be maintained and visible at all times and shall be in compliance with current highway sign standards. **These signs shall include ‘in case of emergency call 911’ and the 911 address and an emergency phone number of the facility owner which shall be answered 24 hours per day by a live operator. A non emergency phone number for the facility owner shall also be displayed. These phone numbers shall remain active with all calls being voice recorded for verification purposes and with comments and complaints reported to the Ford County Zoning Officer on a monthly basis. The recorded calls shall be maintained for at least four (4) months.**
- 6.. Warning signs identifying underground wire locations shall be placed and maintained at all road crossings.

I. *Climb Prevention*

All WECS Towers must be unclimbable by design or protected by anti-climbing devices such as:

- A. Fences with locking portals at least six feet high; or
- B. Anti-climbing devices 12 feet vertically from the base of the WECS Tower; or
- C. Locked doors and interior ladders.

J. *Height*

The permitted maximum height of a commercial wind energy facility from

which this is derived is adopted in accordance with 55 ILCS 5/5-12020 WECS Tower Tip Height shall will not exceed five hundred - (500) feet, unless a determination of the No Hazard to Air Navigation has been received by the applicant for the specific wind turbine location proposed by applicant, in which case the height allowed by the Determination of No Hazard to Air Navigation shall control.

K. *Blade Clearance*

The minimum **suggested** distance between the ground and any protruding blades(s) utilized on a WECS shall be fifty (50) feet, as measured at the lowest point of the arc of the blades.

L. *Setbacks*

The requirements in this section may be waived subject to the written consent of the owner of each affected nonparticipating property. WECS Towers shall be sited as follows, with setback distances measured from the center of the base of the WECS tower:

From property lines upon which a primary structure is located, all WECS Towers shall be set back a distance of not less than two thousand, two hundred and fifty (2,250) feet as follows: For nonparticipating landowners, the distance will be measured in a straight line from the center of the WECS Tower Foundation to the nearest point of the property line of the nonparticipating owner's property. Participating and nonparticipating property owners may waive this setback requirement, but in no instance shall a WECS tower be located closer than one thousand (1,000) feet, as measured from the center of the WECS Tower Foundation to the nearest point of a Primary Structure existing at the time of the execution of the waiver.

From property All WECS Towers shall be set back a distance of at least two and sixt-four hundredths (2.64) times the WECS Tower Tip Height or one thousand – three hundred and twenty feet (1320') whichever is greater from adjacent non-participating property lines without a primary structure, established as of the date of approval of the special use permit, unless waived in writing by the affected adjacent property owner(s). Distance shall be measured from such adjacent property line to the center of the WECS Tower foundation. lines upon which a primary structure is located, all WECS Towers shall be set back a distance of) not less than two thousand, two hundred fifty (2,250) feet as follows: For non-participating landowners, the distance will be measured in a straight line from the center of the WECS Tower Foundation to the nearest point of the property line of the non-participating owner's property. Participating and non-participating property owners may waive this setback requirement, but in no instances shall a WECS tower be located closer than one thousand (1,000) feet, as measured from the center of the WECS Tower Foundation to the nearest point of a Primary Structure existing at the time of the execution of the waiver.

1. All WECS Towers shall be set back a distance of (1.1) times the WECS Tower Tip Height from the nearest above-ground third party transmission lines, telephone lines and communication towers, in existence as of the date of approval of the special use permit, unless waived in writing by the affected property owner(s) and utility company. Distance shall be measured from the center of the WECS Tower foundation to the closest

point on such above-ground public electric power line, third party transmission line, telephone line and center of the base of the communication tower.

2. The Applicant does need to obtain a variance or other approval from the County upon written waiver by the applicable State, County, Township, utility company or property owner(s) of any of the above setback requirements. Any waiver of any of the above setback requirements shall run with the land and be filed with the application and be recorded within thirty (30) days as part of the chain of title in the deed of the subject property.

To the extent that any of the above setbacks are judicially determined to be invalid for any reason, the invalid setbacks shall be modified to comply with the corresponding setback set forth below from which this is derived is adopted in accordance with 55 ILCS 5/5-12020:

1. **Occupied Community Buildings: 2.1 times the maximum blade tip height of the WECS tower to the nearest point on the outside wall of the structure.**
2. **Participating Residences: 1.1 times the maximum blade tip height of the WECS Tower rto the nearest point on the outside wall of the structure**
3. No WECS Tower shall be sited within one- and one-half miles of the corporate limits of any incorporated municipality without waiver of this restriction being executed by the governing body of that municipality.
4. All WECS Towers shall be set back a distance of one- and one-half miles (1.5) from the legally established boundaries, as of the date of approval of the special use permit, of any municipality which enforces its own government. Distance shall be measured from the closest municipal boundary line to the center of the WECS Tower foundation.
5. **Non-participating Residences: 2.1 times the maximum blade tip height of the WECS Tower to the nearest point on the outside wall of the structure.**
6. **Boundary lines of Participating Property: None**

~~All WECS Towers shall be set back a distance of at least one and one tenth (1.10) times the WECS Tower Tip Height from the nearest above-ground third party transmission lines, telephone lines and communication towers, in existence as of the date of approval of the special use permit, unless waived in writing by the affected property owner(s) and utility company. Distance shall be measured from the center of the WECS Tower foundation to the closest point on such above-ground public electric power line, third party transmission line, telephone line and center of the base of the communication tower.~~

7. **Boundary Lines of Nonparticipating property: 1.1 times the maximum blade tip height of the WECS Tower to the nearest point on the property line of the nonparticipating property.**
 8. All WECS Towers shall be set back a distance of at least one and one tenth (1.10) times the WECS Tower Tip Height from the nearest edge of the existing Right of Way of public roads as of the date of approval of the special use permit. Distance shall be measured from the center of the WECS Tower foundation to the nearest edge of the road Right of Way of such public road in existence as of the date of approval of the special use permit. The Township Road Commissioner or County Highway Engineer may waive this setback requirement as to roads within their respective jurisdictions.
 9. **Overhead Communication and Electric Transmission and Distribution Facilities (Not Including Overhead Utility Service Lines to Individual Houses or Outbuildings: 1.1 times the maximum blade tip height of the WECS Tower to the nearest edge of the property line, easement, or right of way containing the overhead line.**
 10. **Overhead Utility Services to Individual Houses or outbuildings: None**
 11. **Fish and Wildlife Areas and Illinois Nature Preserve Protected Lands: 2.1 times the maximum blade tip height of the WECS Tower to the nearest point on the property line of the fish and wildlife area or protected land.**
- ~~7. The Applicant does need to obtain a variance or other approval from the County upon written waiver by the applicable State, County, Township, utility company or property owner(s) of any of the above setback requirements. Any waiver of any of the above setback requirements shall run with the land and be filed with the application and be recorded within thirty (30) days as part of the chain of title in the deed of the subject property.~~

The setback requirements may be waived by the written consent of the owners of each affected property. The Applicant does not need to obtain a variant from the County upon waiver by the property owner of the setback requirement. Any waiver of any of the above setback requirements shall run with the land and be recorded with the Recorder of Deeds of the County.

M. *Drainage Repair*

~~The Owner or Operator will repair waterways, drainage ditches, field tiles, or any other infrastructures damaged by the Applicant, Owner or Operator during construction and maintenance phases. within fourteen (14) days of notification, field conditions permitting or obtaining knowledge of the fact that Applicant, Owner/Operator caused such damage. For non-participating landowners, any damages to drainage caused by owner/operator will be at the expense of the project owner for the lifetime of the project.~~

The Applicant, at its expense, will repair, in a prompt and timely manner, all waterways, drainage ditches, agricultural drainage systems, field tiles, or any other private and public infrastructure improvements damaged during construction, maintenance and operation phases of the WECS Project in accordance with the Agricultural Impact Mitigation Agreement.

N.Pre and Post Well Inspections

~~A pre-construction well water test within one mile of the project will be done by the WECS Tower company/operator/owner through the Ford County Health Dept. If within the first year after Commencement of operation any well shows noticeable fluctuation or changes in quality of water, it shall be considered an emergency situation and the Wind Company shall provide clean water to the affected homes during the investigation and repair.~~

O. ~~Property Values:~~

~~A property value impact study shall be performed by a qualified real-estate appraiser to determine the effects on property and home values in the surrounding areas. The subsection shall include the qualifications of the individual and company that completed the study. The study shall include, but not limited to:~~

- ~~A. Information regarding the existing property and home values within a distance of 1 mile of the WECS project. The information should be based upon a survey of property values based on transactions occurring within the past five years. Where transaction data is unavailable, tax assessments shall be used provided they are adjusted to account for local differences between market values and assessed values;~~
- ~~B. An analysis of the proposed facility's impact on property values within the distances identified in this section; and~~
- ~~C. A description and analysis of factors relating to the proposed site that may impact property values in the area along with a description of the design features and operating procedures that will be used to minimize that impact on property values if any.~~

To ensure that the subsurface conditions of the site will provide proper support for the WECS Towers and soil restoration, the Applicant, at its expense, shall provide soil and geotechnical boring reports to the County Engineer with respect to each WECS Tower location, as part of its WECS Building Permit. The Applicant shall follow the guidelines for Conservation Practices Impact Mitigation submitted by the County Soil and Water Conservation District (or equivalent regulatory agency). The Applicant shall submit grading plans for the proposed Substations for review and comment by the County Soil and Water Conservation District prior to issuance of a Building Permit for the construction of said substations.

O. Compliance with Additional Regulations

Nothing in this Ordinance is intended to preempt other applicable state and federal laws and regulations.

P. *Use of Public Roads*

An Applicant, Owner, or Operator proposing to use any county, municipality, township or village road(s), for the purpose of transporting WECS or Substation parts and/or equipment for construction, operation, or maintenance of WECS(s) or Substations(s), shall, prior to the issuance of construction permits:

Any proposed public roads that will be used for construction purposes shall be identified and approved in writing by the respective Road District Commissioner and the County Engineer prior to the granting of the Special Use Permit. Traffic for construction purposes shall be limited to these roads. All overweight and/or oversized loads to be transported on public roads may require a permit from respective highway authority. Any road damage caused by the transport of the facility's equipment, the installation, maintenance, or removal, must be completely repaired to the reasonable satisfaction of the Road District Commissioner and the County Engineer. The Road District Commissioner and County Engineer may choose to require either remediation of road repair upon completion of the WECS Project or reauthorized to collect fees for overweight and/or oversized load limits. Further, financial assurance in an amount to be fixed by the Road District Commissioner to ensure the Road District or the County that future repairs are completed to their reasonable satisfaction shall be provided. Applicant shall submit a draft form of said financial assurance with application for Special Use Permit.

- A. Identify all such public roads; and
- B. Identify all agencies involved; and

- C. **Enter into Complete a Road Use Agreement with the County and each affected Road District: enter into legal agreement concerning road upgrade and maintenance with each of the affected jurisdictions; that includes the following provisions, at a minimum: project layout map, transportation impact analysis, pre-construction plans, project traffic map, project scope of repairs, post construction repairs, insurance, financial Security in forms and amounts acceptable to the County.**
- D. **The road use agreement shall require Applicant to be responsible for the reasonable cost of improving roads used to construct WECS and the reasonable cost of repairing roads used by the facility owner during construction of the WECS so that those roads are in condition that is safe for the driving public after the completion of the WECS construction. Roadways improved in preparation for and during the construction of the WECS 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.**
- E. **Obtain applicable weight and size permits from relevant government agencies prior to construction and/or maintenance activities.**
- F. **All repairs and improvements to County Public roads and roadway appurtenances shall be subject to the prior approval of the County before being made and shall also be subject to inspection and acceptance by the County after such repairs and improvements are completed. The County's road use agreement, and any further agreements contemplated therein, County Public roads and highways, must be approved by the County Board prior to the Board's approval of any WECS Building Permit applications related to the construction of the proposed WECS Project.**
- G. Conduct a pre-construction baseline survey to determine existing road conditions for assessing potential future damage; and
- H. ~~Expectations of the Road Authority when road reconstruction is involved.~~
- I. ~~Easement on private property will be the sole responsibility of the applicant, owner or operator.~~
- J. ~~Outline of time schedule including any and all provisions of the Ford County Engineer approval.~~
- K. ~~Outline any and all permits required for entrance off the Road Authority Roads.~~

- L. ~~Secure Financial Assurance, in a reasonable amount agreed to by the Ford County Highway Engineer and Road Authority for the purpose of repairing any damage to public roads caused by constructing, operating or maintaining the WECS.~~
- M. ~~Reasonable dust control measures as determined in the sole discretion of the Board, the Ford County Highway Engineer and/or the Township Road Commissioner shall be required during construction of the WECS.~~

Q. Term

Notwithstanding any other provisions of the Ford County Zoning Ordinance, a special use permit for a WECS shall be effective and may be relied upon so long as construction of the WECS is commenced **and continuously pursued** within 36 months from date of approval of the special use permits associated with the WECS Project. ~~If updated studies are in compliance with the current Ford County Zoning Ordinance Appendix A, a single one-year extension may be granted by the Board approval without further ZBA public hearing.~~

VIII. OPERATION

A. Maintenance

1. The owner or Operator of the WECS must submit, on an annual basis, a summary of the operation and maintenance reports to the County. In addition to the above annual summary, the Owner or Operator must furnish such operation and maintenance reports as the County reasonably requests.
2. It being understood that nothing in this Section VII. shall be constructed as to require any Owner or Operator of the WECS to violate any non-disclosure or confidentiality covenant that the Owner or Operator may have with any of (I) equipment supplier(s), (ii) the purchasers of electricity and/or environmental attributes from the WECS, or (iii) any debt or equity financier of the WECS.
3. Any physical modification to the WECS that alters the mechanical load, mechanical load path, or major electrical components shall require re-certification under Section VI(A)(1) of this Ordinance from the original third-party certifying entity of the WECS (ie: NV, GL, UL, etc.). Then the Owner or Operator of the WECS shall obtain such recertification. Like-kind replacements shall not require recertification. 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 Section VI(A)(1) of this Ordinance to determine whether the physical modification require re-certification.
4. Any variation to foundations and/or tower structures from the

approved Special Use Permit with the exception of like-kind replacement **known as repower/replace** constitutes a new project and a new Special Use Permit procedure **is required as pursuant to Article XXIII, 4.**

B. Interference.

1. **Prior to its application for a Special Use Permit** ~~The Applicant, at its expense, shall have a third party~~ shall provide the applicable microwave transmission providers and local emergency service provider(s) (911 operators) copies of the project summary, a pre-construction baseline study of all properties within a **one and one-half (1 1/2) 5-mile radius of the footprint of the WECS Project**, of all WECS in the WECS Project, and site plan, as set forth in Section V(B)(1) and V(B)(3) of this Ordinance.
2. **The Applicant, at its expense, shall have a third party, qualified professional approved by the county (after submission of resume and relevant work experience) conduct an appropriate communications analysis baseline study shall include including** radio communication services (commercial stations as well as emergency **official County and local municipal emergency communications), reception,** television (satellite and over the air antenna reception), and internet reception **within a mile and 1/2 of the footprint of the WECS Project.** The baseline study shall be paid for by the applicant and approved by the Board. ~~To the extent that the above~~ **The WECS provider(s) shall demonstrate that reception of all the above communications shall not be negatively impacted or influenced by the proposed wind power facility.** ~~likelihood of interference with its communications resulting from the WECS(s), the Applicant shall take measures to mitigate and eliminate such anticipated interference. This communication analysis shall be a public record and shall be submitted as part of the Special Use Permit application.~~
3. **The Applicant and the Operator, at the Applicant's expense, shall take immediate actions to minimize or mitigate interference with electromagnetic communications, such as radio, telephone, microwaves, or television signals and to eliminate any such interference that impacts local government public safety (police, fire, emergency medical services, emergency management services, 911 dispatch) communications, caused by the operation of the WECS. The Applicant will provide the applicable microwave transmission providers and local emergency service providers (911 operators) copies of the WECS project Summary and Site Plan, as set forth in Section V(B)(1) and V(B)(3) of this Ordinance. To the extent that the above providers demonstrate a likelihood of interference with it communications resulting from the WECS, the Applicant and the Operator, at Applicant's expense,**

shall take reasonable measures to minimize and mitigate anticipated interference and with regard to interference with local government public safety (police, fire, emergency medical services, emergency management services, 911 dispatch) communications, the Applicant and the Operator, at Applicant's expense, shall take all necessary and available commercial measures to eliminate any such interference. If, after construction of the WECS, the Applicant (WECS Permittee) or Operator receives a written complaint related to the above-mentioned interference, the Applicant (WECS Permittee) shall take commercially reasonable steps to respond to the complaint, except in the case of a complaint of interference with local government public safety (police, fire, emergency medical services, emergency management services, 911 dispatch) communications. In the case of local government public safety communications, the Applicant (WECS Permittee) and the Operator, at the Applicant's expense, shall take all necessary and available commercial measures to eliminate any such interference.

4. ~~If, after construction of the WECS, the Owner or Operator receives a written complaint related to the above-mentioned interference, or any other type of interference with the regulated airwaves, the Owner or Operator shall take all steps required to mitigate and eliminate such complaint being brought to the Board. All interference issues must first be taken to the Owner or Operator for consideration before. The Owner or Operator shall respond to the complaint within thirty (30) days. (Refer to Section XV Remedies contained herein)~~
5. **If, after construction of the WECS Project, the Applicant (WECS Permittee) or Owner or Operator receives a written complaint related to interference with local broadcast television, the Applicant (WECS Permittee) shall take commercially reasonable steps to respond to the complaint. A summary of complaint and subsequent response from the Applicant shall be forwarded to the Ford County Board for review. Once the construction is complete and a television reception complaint is received by the Ford County Board, who will have thirty (30) calendar days to verify the complaint, the Applicant (WECS Permittee) will be given fifteen (15) calendar days to respond, in writing (validation date). Said response shall be addressed and forwarded to both the Ford County Board and the complainant. Such response shall include, but not be limited to the following: an acknowledgement that a complaint was made and evaluated by the Applicant (WECS Permittee). If considered valid by the Applicant (WECS Permittee): an explanation, including a timeline as to what the Applicant (WECS Permittee) intends to do about the complaint. The Applicant (WECS Permittee) of the wind power facility will be given an additional fifteen (15) calendar days from the**

validation date to resolve said TV reception issue. If considered invalid by the Applicant (WECS Permittee), an explanation, including supporting documentation and expert opinions, as to why the Applicant (WECS Permittee) believes the complaint is not valid. Television reception complaints must be filed within six (6) months from the date of each wind turbine generator goes online. Communication services or any other regulated airwave (commercial stations as well as emergency county communications), local broadcast, residential television (satellite and over the air antenna reception), and internet reception, the Owner or Operator shall respond to the complaint within thirty (30) days and provide a copy of its response to the Ford County Zoning Officer (Refer to Section XVI Remedies contained herein)

C. ***Coordination with Local Fire Department Emergency Service Providers***

1. **Prior to filing its application for Special Use Permit, the Applicant shall submit to the local emergency responders** Prior to commencement of construction, the Applicant, Owner or Operator shall submit to the local fire department(s) a copy of the site plan, **Standard Operating Procedures (SOPs) and Standard Operating Guidelines (SOGs), and any amendments to such documents, for the wind power facility, so that the local law enforcement, fire protection district and rescue units, emergency medical service providers and emergency management service providers that have jurisdiction over each tower site may evaluate and coordinate their emergency response plans with the Applicant of the WECS Project.**

2. **Prior to the issuance of construction permits, the Owner or Operator** **The Applicant, at its expense,** shall cooperate with **all local emergency responders** ~~the local fire department~~ to develop and implement **an emergency response plan** ~~a fire protection minimum, 24 hour contact information (names, titles, email addresses, cell phone numbers) for the Applicant and the Operator and at least three (3) designated WECS Project representatives (a primary representative with Two (2) alternate representatives, each of whom are on-call "24 hours per day/ 7 days per week/ 365 days a year". Any change in the designate WECS Project representative or his/her contact information shall be promptly communicated to the County. The content of the emergency response plan, including the 24-hour contact information, shall be reviewed and updated on an annual basis.~~ ~~plan in coordination with local emergency response authorities to ensure that all the appropriate emergency services agencies are cognizant of actions required in the event of a fire or other emergency at the WECS Project. The Applicant~~ **Owner or Operator shall be responsible for any on site emergencies and any costs incurred related to their WECS Project, other than taxpayer funded Emergency**

Services. In addition, the ~~The Applicant~~ **Owner or Operator** of the WECS Project shall provide **annual** training for, and the necessary equipment to, **the Operator and** local emergency response authorities and their personnel so that they can properly respond to a potential emergency at the WECS Project. **Project special equipment to be provided includes, but is not limited to, permanently installed rescue equipment such as winches, pulleys, harnesses, etc.** Proof of training shall be provided and paid for by the Applicant.

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

D. *Water, Sewer, Materials Handling, Storage and Disposal*

1. ~~At the expense of the Owner/Operator~~ **All solid** wastes related to the construction, operation and maintenance of the WECS in the WECS Project shall be removed from the site promptly and disposed of in accordance with all federal, state and local laws.

2. ~~At the expense of the Owner/Operator~~ **All hazardous** materials related to the construction, operation and maintenance of the ~~WECS in the~~ WECS Project shall be handled, stored, transported and disposed of in accordance with all applicable local, state and federal laws.

- i. **The WECS Project shall comply with existing septic and well regulations as required by the County Health Department and the State of Illinois Department of Public Health.**

E. *Production Reporting*

The Owner/Operator shall notify the Board in writing of the **notice to proceed** ~~date of commencement of commercial operation~~. Once the WECS Project is operational, the Owner or Operator shall provide quarterly production reports (January 15, April 15, and October 15 of each year) to the County Board for each turbine. If a turbine is ~~considered non-producing~~ **fails to produce** electricity for 6 (six) months, the ~~Owner or Operator~~ **Applicant** must provide a remedy to get the turbine back in working order within six (6) months. The applicant shall update the Board on the progress of this issue every thirty (30) days. The Board, in its sole discretion, may grant an extension to the six (6) month deadline. The Board shall be notified in writing of any turbine that has not generated power for a six (6) month period and an explanation why. ~~When a minimum of 50% of the WECS turbines have not been producing electricity for 6 (six) months, the Board can declare a WECS Project to be decommissioned. When a project is decommissioned, all portions of the WECS project shall be removed.~~ (This requirement may NOT be

waived.);

IX. NOISE LEVELS

Noise levels from each WECS or WECS-Project shall be in compliance **at all times** with applicable Illinois Pollution Control Board (IPCB) regulations **and requirements of this section.** 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.** The Applicant through the use of a qualified acoustic professional, **as part of the special use application process shall appropriately demonstrate compliance with the applicable noise requirements in its Special Use Permit Application and provide contour maps and at intervals of not greater than five (5) feet.** Sound pressure levels shall be measured using the measurement procedures set forth in the IPCB regulations, except that sound pressure levels for the purpose of establishing a violation of this section may be measured at any point on residentially used property and for agricultural property not less than two hundred fifty (250) feet from any portion of the edge of the primary structure. No residentially used portion of any property shall exceed the noise levels set by the IPCB. To the extent any property has multiple uses or classifications, all the land utilized for a particular use must not exceed the IPCB noise regulations for the classification of use. The Owner of the receiving land may waive compliance with local measuring points requirements pertaining to the IPCB regulations for the owner's property.

The WECS-Project will maintain compliance with the applicable IPCB regulations throughout the entire operational period of the WECS Project. At least every twenty four (24) months, the County shall hire a quality noise acoustician to conduct testing for a thirty day period at the ten most at risk residential property lines and ten most at risk primary structures of any agricultural property as modeled in the application to ensure ongoing compliance with the IPCB noise regulations. The cost to conduct such testing shall be borne by the Facility Owner. If the Facility Owner does not pay within thirty days of being provided an invoice for these costs, the remedies in Article XVI shall be invoked. If at any time throughout the life of the WECS the noise levels are found not to be in compliance with this section, the applicant or facility owner will immediately shut off any possibly offending enough turbines until the County approves a solution to ensure that the noise levels are within acceptable levels until a solution to the noise level violations is found and approved by the County **after a hearing with the Zoning Board of Appeals.**

Noise levels at non-participating properties shall be tested upon the request of the Zoning Officer. The test results shall be provided to the Zoning Officer.

as part of the special use application process, shall appropriately demonstrate compliance with the above noise requirements. This will be presented as a graph (plot) of physical distance and db contour mapplot at one-foot intervals. The cost of this is paid for by the applicant no noise levels shall exceed IPCB regulations at the property line of a primary structure and shall not exceed 40 Laeq at a primary structure, between the

~~hours of nine P.M. (9:00 P.M.) and six A.M. (6:00 A.M.). The non-participating property owner may waive this requirement. When a resident sends a written complaint to the Board and explaining their noise related problem and is deemed relevant as stated in VIII Noise Levels above an acoustic engineer firm licensed in the state of Illinois shall be hired by the County to conduct acoustic sound studies. This study shall be paid for by the owner of the WECS facility to determine compliance. A written complaint to the Board that is deemed credible by the Board shall refer to XV. Remedies.~~

NOTE: IPCB residential numbers for residential-

~~If noise exceeds IPCB noise levels measured from a non-participating landowner's property line or low frequency levels above 40 L_{aeq} according to WHO standards for rural nighttime noise levels found at any structure during nighttime hours, then:~~

- A. ~~The participating landowner where nuisance turbine is located is notified of the non-compliance.~~
- B. ~~Owner/Operator shall be required to shut down the problem turbine(s).~~
- C. ~~If after fifteen (15) days following the complaint, the problem is not resolved the county shall refer to the State's Attorney for enforcement under "Remedies".~~
- D. ~~If a resolution cannot be met, the turbine(s) in question must be turned off during the time period that the turbine is in default. If the problem is not resolved in sixty (60) days, the County has the authority to decommission said turbine(s) at the WECS Owner's expense.~~

X. ICE THROW RISK LEVEL ASSESSMENT

As part of the Special Use Permit Application the Applicant shall provide a current risk level assessment that provides an ice throw model for the current turbine model to be used, and includes walkways, paths, and small roads which are used by a small amount of people, objects like barns, homes, or huts which are used regularly by the owner or by a small amount of by-passers. If the risk is above 10^{-5} (1/100,000) it shall be considered unacceptable and extensive risk reduction measures (e.g. relocation or change of turbine specifications) should be taken. The property owner can waive this requirement. Signed written waivers must be presented at public hearing and entered in evidence.

XI. SHADOW FLICKER

The Applicant shall conduct and provide an analysis on the potential shadow flicker onto adjacent properties as part of the Special Use

Permit application approval process. The analysis shall identify the locations of the shadow flicker and the expected durations of the flicker over the course of a year.

Shadow flicker shall not affect an occupied community building or non-participating residence in excess of 30 hours per year under planned operating conditions.

Measures to alleviate the effects of shadow flicker shall be outlined by the applicant. These measures shall, at a minimum, include landscape screening or shadow mitigation technology.

~~With the use of shadow mitigation technology, there shall be 30 zero hours per year of shadow flicker allowed on occupied community building or a non-participating landowner's primary structure. The non-participant landowner and/or participant may waive this requirement. If the shadow flicker is present, said turbine(s) will be shut down during periods where shadow flicker encroaches onto a non-participating landowner's primary structure. Shadow mitigation Technology shall be used on all non-participating areas determined as modeling dictates. After receiving a written complaint to the Board; refer to the Dispute Section.~~

XII. BIRDS, BATS AND WILDLIFE

The Applicant, through the use of **an independent third party**, qualified professional, **approved by the county in writing (after submission of resume and relevant work experience)** at their expense, such as an ornithologist or wildlife biologist, shall conduct an avian habitat study, as part of the special use application process, to determine impact of the installation of WECS(s) will have on birds, bats and wildlife. A copy of said study shall be provided to the County and the Ford County Soil and Water Conservation with the Special Use Application. The Applicant must take action to mitigate such adverse impacts on habitat and migration. Prior to the substantial completion of the physical aerial erection of the wind turbines, the Applicant shall develop the reasonable satisfaction of the Illinois Department of Natural Resources ("IDNR") and the United States Fish and Wildlife Service ("USFWS") (to the extent the IDNR and the USFWS choose to participate in the process), a professional monitoring program of reasonable duration and scope, consistent with common practice in the wind power industry, to assess a migratory bird mortalities resulting from the operation of the WECS Project. The monitoring program shall be undertaken at the Owner's expense and shall be performed at the direction of a qualified independent professional to be mutually agreed upon by the aforesaid parties in good faith. Such monitoring program shall commence upon the substantial completion of the physical aerial erection of the wind turbine generators, unless otherwise mutually agreed to by the Applicant, IDNR and USFWS (to the extent the IDNR and the USFWS choose to participate in the process). If the results of the monitoring program demonstrate the need, the Applicant of the WECS Project shall work with IDNR and USFWS (to the extent the IDNR and the USFWS each, respectively, choose to participate) to

develop an appropriate response, including the potential further study and implementation of practicable mitigation measures that may either directly or indirectly minimize migratory bird mortality or increase bird populations. The Applicant shall review and consider and shall decide to follow the guidelines suggested by the Illinois Department of Natural Resources (“IDNR”) and United States Fish and Wildlife Services (“USFWS”) Endangered Species Consultation Program. All WECS towers shall be set back at least one and one-half (1.5) miles from any identified active eagle’s nest. Special consideration shall be given to NRI and LESA reports when citing turbines.

XIII. AGRICULTURAL IMPACT MITIGATION

Pursuant to 505 ILCS 147/15(a), the Applicant, at its expense, shall enter into an Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture prior to any public hearing required before a siting decision on the WECS Project application. All impacted agricultural land, whether impacted during construction operation, or decommissioning activities, must, at a minimum, be remediated by the Applicant, pursuant to the terms of the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture. The Applicant shall submit the executed Agricultural Impact Mitigation Agreement to the County as part of the Special Use Permit Application.

XIV. CONFORMANCE AND APPROVED APPLICATION PLANS

The Applicant shall construct and operate the WECS Project in substantial conformance with the construction plans contained in a County approved submitted special Use Permit Application, conditions placed upon the operation of the Facility, this ordinance and all applicable state, federal and local laws and regulations.

XV. ADDITIONAL TERMS AND CONDITIONS

1. All technical submissions as defined in the Professional Engineering Practice Act of 1989 (225 ILCS 325/4(w) and contained in the Special Use Permit Application shall be prepared and signed by an Illinois Professional Engineer (or structural engineer) for relevant discipline.

2. The County may retain a qualified, independent code inspector or professional engineer both to make appropriate inspections of the WECS Project during and after construction and to consult with the County to confirm that the construction, substantial repair, replacement, repowering and/or decommissioning of the WECS Project is performed in compliance with applicable electrical and building codes. The cost and fees so incurred by the County in retaining said inspector or engineer shall be promptly reimbursed by the Applicant of the WECS Project.

3. The Applicant shall provide locked metal gates or a locked chain

installed at the access road entrances of all wind turbine generator locations. An exception may be made when the landowner has filed a written statement with the County which states that the owner does not want a locked metal gate installed and has provided a signed liability waiver to the county.

XVI. PUBLIC PARTICIPATION

Nothing in the Ordinance is meant to augment or diminish existing opportunities for public participation in the County's consideration of the special use application.

XVII. LIABILITY INSURANCE AND INDEMNIFICATION

A. Commencing with the issuance of **WECS Building Permit, Special Use Application**, the Applicant, ~~Owner or Operator of the WECS(s)~~ shall maintain a current general **comprehensive liability policy and automobile liability coverage** covering bodily injury, **death and illness**, and property damage with limits of at least **five million dollars (\$5,000,000.00)** ~~\$3 million~~ per occurrence and ten million (\$10,000,000.00) in the aggregate; **and shall further maintain the above stated lines of insurance from deliverer of the "Notice to Proceed" by the Applicant under the turbine supply and/or balance of plant construction contracts for the WECS Project, in coverage amounts in at least Five Million dollars (\$5,000,000.00) per occurrence and Twenty Million Dollars (\$20,000,000.00) in the aggregate during the life of the WECS Project. Thee Applicant shall file the original certificate of insurance upon commencement prior to the issuance of a WECS Building Permit, corresponding policies and endorsements to be provided within sixty (60) days of issuance, and at each subsequent renewal, at least annually. All policies must name the County as an additional insured and shall contain the designation of primary and non-contributory** Such insurance may be provided, pursuant to a plan of self insurance, by a party with a net worth of \$50 million or more. The County shall be named as an additional insured with the designation of primary and non-contributory on the policy to the extent the County is entitled to _____ indemnification in accordance with Section XII.B. Workman's _____ Compensation on all employees shall be maintained. ~~Owner/Operator~~ shall maintain and provide a copy of Certificate of Liability Insurance _____ yearly and file with the County.

B. **To the greatest extent permitted by law the Applicant, (WECS Permittee) Owner or Operators shall defend, indemnify and hold harmless the County and its officers, appointed and elected officials, employees, attorneys, engineers and agents** ~~officials, employees and agents~~ (collectively and individually, the "Indemnified Parties") from and against any and all claim, demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities

whatsoever, including reasonable attorney's fees **relation to or arising out of the issuance of the Special Use Permit or the**, except to the extent arising in whole or in part out of the negligence or intentional acts of such Indemnified Parties (such liabilities together known as "liability") arising out of Applicant, Owner or Operators selection, construction, operation **maintenance** and removal of the WECS in the WECS Project and affiliated equipment including, without limitation, liability for property damage or personal injury (including death **or illness**), whether said liability is premised on contract or on tort (including without limitation strict liability or negligence) **or any acts of omissions of the Applicant (WECS Permittee), the Owner or the operator under this Ordinance or to the Special Use permit.** This general indemnification shall not be construed as limiting or qualifying the County's other indemnification rights available under the law. In the event of a lawsuit against the Board or the citizens of Ford County, if the courts deem it a frivolous lawsuit, the Applicant, owner/Operator of the WECS project suing shall be responsible for all the Ford County and private citizens' legal fees. Venue for all disputes shall be in Ford County.

XVIII. DECOMMISSIONING PLAN

Prior to the issuance of Special Use Applications, Owner or Operator shall **submit** prepare a Decommissioning Plan **from an Illinois licensed professional engineer chosen by the County and paid for by the Applicant. The Decommissioning Plan shall include the cost estimation to the County and provide testimony supporting the calculation of costs provided in said plan during the public hearing on the application. Prior to receiving any building permit for the Commercial Wind Energy Facility the Applicant or Owner shall provide a Decommissioning Agreement and post the required Financial Assurances for the benefit of the County. The Decommissioning Agreement and Financial Assurances shall comply with 55 ILCS 5/5-12020. Periodically, and as required by the Agricultural Impact Mitigation Agreement, the Owner must update the Decommissioning Plan, cost estimates, and provide updated Financial Assurances to the benefit of the County.**and shall be financially responsible for implementation of

The Owner will reevaluate the estimated costs of Deconstruction after the tenth anniversary and every five years thereafter, which evaluation shall be done by an independent third-party Professional Engineer chosen by the County and paid for by the Facility Owner. These reevaluations shall be utilized to determine the updated level of Financial Assurance required from the Facility Owner. If the Facility Owner does not update the Financial Assurance as required by Agricultural Impact Mitigation Agreement within thirty days of notification from the County, the remedies section in Article XIX shall be invoked

The Decommissioning Plan, ~~said plan~~ shall include the following elements:

A. Description of the triggering events for decommissioning of the WECS Project, which shall include, but not be limited to any wind turbine generator and/or any equipment not being used or generating electricity for a continuous period of six months. **If energetic felling will be used a description of safety measures shall be included to show compliance with safety protocols including but not limited to seismic monitoring for non-participating properties and residences, maintaining tower stability, draining oil and cutting towers according to a detailed demolition plan.**

B. Removal of all above-ground structures, debris and cabling, and all physical material pertaining to the project improvements and provisions for the removal of underground foundations down to a depth of 5 feet below the soil surface and hauled to a certified concrete recycling facility. Access drives(lanes) may be left in place if the owner of the property waives the removal of such. Any waivers(including but not limited to setbacks, removal, etc.) between landowners and the Owner or Operator shall in no way cause the Board or Ford County employees to be liable in any way. Any waiver of any of the removal of such access drives shall run with the land and be recorded as part of the chain of title in the deed of the subject property. No WECS Tower shall be left standing, and all materials shall be handled and disposed of according to local, State and Federal Law.

C. Provisions for the restoration of the soil surface and vegetation to the same condition that existed immediately before construction of such improvements. Items required to be repaired after decommissioning are required but not limited to county and township roads, bridges and culverts. An independent professional engineer shall be present to ensure drainage tiles, waterways, culverts, etc. are repaired as work progresses for any county, and township properties. All storm water management, floodplain, and other surface water codes and ordinances shall be followed.

D. An estimate of the decommissioning costs and salvage value, certified by a Professional Engineer with expertise in decommissioning wind farms before approved by the Board, which shall be updated and submitted to the Ford County Zoning Enforcing Officer every two years; from the commencement of commercial operation.

~~E. Financial Assurance, secured by the Owner or Operator, for the purpose of adequately performing decommissioning, in an amount equal to 110% of the estimate set forth in paragraph D above. The costs associated with the Professional Engineer's certified estimate of the decommissioning costs shall be paid by the Applicant, Owner, or Operator, but in no instance shall it be paid by the County. Fifty thousand dollars (\$50,000.00) cash per turbine shall be deposited in the cash escrow account within sixty (60) days of the Special Use~~

~~Permit approval. Then every two (2) years at the time of the~~
~~Engineers update, fifty thousand dollars (\$50,000.00) per turbine or~~
~~twenty percent (20%) of the balance whichever is greater shall be~~
~~deposited in into a cash escrow within sixty days (60) of the Board~~
~~approval of the estimate and a certified letter is sent to the~~
~~owner/operator. If the payment is not received, refer to Remedies~~
~~Section XV. The balance of the estimate shall be secured in another~~
~~acceptable financial assurance. The wind energy facility owner WECS~~
~~Owner/Operator shall grant perfected security in the escrow account by the~~
 use of a control agreement establishing the county as owner of record
 pursuant to the secured transit article of the uniform code (810 ILCS
 9ETSEQ). The estimate may include net savings from salvage value. The
 Financial Assurance shall not decrease over time, but may be increased by the
 County if necessary to cover the reviewed estimated cost every two years.
 The Financial Assurance instrument shall be in place before any construction
 permits are issued; an affidavit to the Ford County Zoning Officer
 representing that all easements for wind turbines shall contain terms that
 provide financial assurance, including access to the salvage value of the
 equipment, and for the property owners to ensure that the WECS and related
 improvements are properly decommissioned within six (6) months of
 abandonment or earlier termination of the wind project. After the six (6)
 month period, any turbines left standing will be deemed a health hazard. At
 this time all escrow funds will be utilized by the County which will have the
 right to remove the towers and access any related salvageable materials for
 the County to sell. Additionally, the County is not obligated to remove the
 concrete improvements which provide the structural base for the towers, this
 will be the sole responsibility of the property owner. Further, any costs
 exceeding the escrow funds relating to decommissioning, will become the
 sole responsibility of the property owner. If this money is not readily
 available, this will result in a Lien on the property until the remaining
 expense is paid in full.

- F. Identification of and procedures for County access to Financial Assurances updated annually;
- G. A provision that the terms of the Decommissioning Plan shall be binding upon the Owner or Operator and any of their successors, assigns, or heirs; and
- H. A provision that any authorized Ford County representative shall have access to the site, pursuant to reasonable written notice, to inspect, monitor and concur until the decommissioning process has been satisfactorily.

XIX. ~~DISPUTE RESOLUTION~~

- A. ~~The Applicant's, Owner's or Operator's failure to materially~~

~~comply with any of the above provisions shall constitute a default under this Ordinance.~~

~~B. — The Applicant, Owner and Operator shall have up to sixty (60) days from receipt of written notice of the alleged default(s) to enter into negotiations with the affected party(s), and to determine the reasonable actions to be taken to reach a mutual resolution. The agreed upon steps to resolution and anticipated timeline shall be shared with the Board in writing.~~

~~C. Based on the alleged default(s) and required actions to reach a resolution, the Board shall grant the Applicant, Owner or Operator a 30-day cure period, to implement said cure. If after the designated cure period: (i) the Applicant, Owner or Operator has not cured the alleged default, or (ii) the Board determines in its sole discretion, that the parties cannot resolve the alleged default(s) within the 30-day negotiation period, the existing County Ordinance provisions addressing the resolution of such default(s) shall govern. (See XXV Remedies)~~

XX. REMEDIES

A. The Applicant's failure to materially comply with any of the provisions under the Special Use Permit, any conditions imposed on the project, and/or failure to comply with any law or regulations shall be a default and shall be grounds for revocation of the Special Use Permit by the County Board.

B. Prior to implementation of the applicable County procedures for the resolution of defaults, the County Board must first provide written notice to the Applicant and Operator, setting forth the alleged default(s) and provide an opportunity for the applicant or the Operator to cure the default(s) within a thirty (30) calendar day period from the date of the notice. Should the Applicant commence the cure within that thirty (30) day cure period, and diligently pursues a cure, then the Applicant shall receive an additional sixty (60) days to continue to pursue the cure before the County Pursues procedures for the resolution of default. If the default relates to a life safety issue or interference with local, government public safety (police, fire, emergency medical services, emergency management services, 911 dispatch) communications, the Applicant or the Operator shall take all necessary and available commercial measures to immediately cure the default. If the Applicant or Operator cannot cure the default(s) or resolve the alleged default(s) within the cure period, then

applicable County Ordinance provisions addressing the resolution of such default(s) shall govern.

C. Any violation of this Ordinance shall be an offense punishable by fine not to exceed five hundred dollars (\$500). Each violation shall be a separate offense. Each day a violation occurs or continues shall be a separate offense. A court may set any appropriate per day fine for each day the infraction exists or until such infraction is remedied. It is the goal of the Ordinance to promote structural safety to protect the public, and the court in setting any appropriate fine shall consider the nature of the offense, the degree of public safety involved, the efforts of the County and responsible Owner or Applicant to resolve any infractions quickly and safely. It is the intent that any disputes between the parties be resolved promptly and where possible by informal discussion as outlined elsewhere in this Ordinance.

~~B. In the event of a failure to reasonably comply with Section XIII of this Ordinance, the Board may in their sole discretion refer their alleged violations to the State's Attorney of Ford County for enforcement under this section. The cure period of the alleged default(s). The cure period may be extended by the Board if a reasonable solution is provided for the default/complaint. If the Board grants an extension of the cure period, then the Applicant, Owner or Operator will provide an update on the progress towards resolution every 30 days to the Board; and/or~~

~~C. If any violation continues for an uninterrupted period of sixty (60) days, the Board may, in its sole discretion, revoke the Special Use Permit for the WECS Project in writing to the Applicant, Owner or Operator, which will trigger decommissioning of the project~~

D. **If t**The Applicant or Operator cannot cure the default(s) or resolve the alleged default(s) within the cure period, **Applicant shall be** liable for payment of cost and fees, including Attorney's fees related to enforcement of this section.

XXI. BUILDING CONSTRUCTION PERMIT FEES

Upon application for construction of each WECS Tower, payment of a fee for each generator in the WECS Project of fifty thousand dollars (\$50,000) for the first two (2) megawatts and an additional amount of ten thousand dollars (\$10,000) for each additional megawatt the generator is rated for or prorated portion thereof.

XXII. HEARING FACILITATOR

The County may engage the services of a hearing facilitator by ordinance or resolution. The hearing facilitator shall be an independent contractor who shall conduct a hearing in accordance with all applicable rules of the board and the county but has no adjudicatory responsibility other than ruling on requests for continuances, procedural matters, admissibility of evidence, and the propriety of any arguments.

The hearing facilitator shall be an attorney, licensed to practice in the State of Illinois. The Applicant shall reimburse the county for the fees and costs charged by the facilitator.

XXIII. HEARING FACTORS

The County Board may approve a Commercial Wind Energy Facility Special Use Permit application if it finds the evidence complies with State, Federal and local law and regulations, and with the standards of this zoning code including the factors listed below. The factors below are applied as a balancing test, not individual requirements to be met.

- a. The establishment, maintenance or operation of the WECS Project will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare;
 - b. The WECS Project will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values of surrounding properties;
 - c. The establishment of the WECS Project will not impede the normal and orderly development and improvement of the surrounding properties;
 - d. Adequate public utilities, access roads, drainage and/or necessary facilities have been or will be provided;
 - e. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;
 - f. The proposed WECS Project is not contrary to the objectives of the current comprehensive plan of the County (if any); and
 - g. The WECS Project shall, in all other respects, conform to the applicable regulations of this Ordinance and the zoning district in which it is located (if a zoning ordinance is in effect), except as such regulations may, in each instance, be modified pursuant to the recommendations of and approved by the County Board.
1. Special Use Permit Conditions and Restrictions. The County Board may stipulate conditions, guarantees and restrictions, upon

the establishment, location, construction, maintenance, and operation of the WECS Project as are deemed necessary for the protection of the public interest and to secure compliance with the standards and requirements of this Ordinance.

2. **Revocation.**
 - a. The Special Use Permit shall be subject to revocation if the Applicant dissolves or ceases to do business, abandons the WECS Project or the WECS ceases to operate for more than twelve (12) consecutive months for any reason.
 - b. Subject to the provisions of Article XI (Remedies), a Special Use Permit may be revoked by the County Board if the WECS Project is not constructed, installed and/or operated in substantial conformance with the County-approved Project plans, the regulations of this Ordinance and the stipulated Special Use Permit conditions and restrictions.
3. **Transferability; Owner or WECS Permittee.** The Applicant shall provide written notification to the County Board at least thirty (30) days prior to any change in ownership of a WECS Project of any such change in ownership. The phrase "change in ownership of a WECS Project" includes any kind of assignment, sale; lease, transfer or other conveyance of ownership or operating control of the Applicant, the WECS Project or any portion thereof. The Applicant or successors-in-interest or assignees of the Special Use Permit, as applicable, shall remain liable for compliance with all conditions, restrictions and obligations contained in the Special Use Permit, the provisions of this Ordinance and applicable County, state and federal laws.
4. **Modification.** During the life of the WECS Project any modification of a WECS Project that alters or changes the essential character or operation of the WECS Project in a way not intended at the time the Special Use Permit was granted, or as subsequently amended, shall require a new Special Use Permit. The Applicant or authorized representative, shall apply for an amended Special Use Permit prior to any modification of the WECS Project.
5. **Permit Effective Date:** The Special Use Permit shall become effective upon approval of the ordinance by the County Board.

XXIV. INTERPRETATION

The provisions of these regulations shall be held to the minimum requirements adopted for the promotion and preservation of public health, safety and general welfare of Ford County. These regulations are not intended to repeal, abrogate,

annul or in any manner interfere with existing regulations or laws of Ford County nor conflict with any statutes of the State of Illinois.

XXIV. EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage, publication and approval as required by law.

XXVI. PUBLIC NUISANCE

Any WECS declared to be unsafe by the Board by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, damage, or abandonment is hereby declared a public nuisance and shall be abated by repair, rehabilitation, demolition, or removal in accordance with the procedure set forth in this Ordinance.

XXVII. SEVERANCE

If any section, clause, or provision of the Ordinance is declared unconstitutional or otherwise invalid by a court of competent jurisdiction, said declaration shall not affect the validity of the remainder of the Ordinance as a whole or any part thereof, other than the part so declared to be unconstitutional or invalid.

Exhibit "A"

Sunset Provision

Should the Illinois Supreme Court find P.A. 102-1123 invalid or should an Illinois Appellate Court find P.A. 102-1123 invalid, and that declaration is not appealed to the Illinois Supreme Court or the Illinois Supreme Court declines to hear an appeal of the Appellate Court's finding, the text of this amendment shall be stricken and the text adopted by the Ford County Board on September 13, 2021, which is attached hereto as "Exhibit A" shall be reinstated and shall govern Wind Energy Conversion Systems in Ford County.

Any Special Use Permits issued under this amended ordinance shall be governed by the terms of this amended ordinance regardless of any reversion to the language of Exhibit A as set forth above.

Susan Burgstrom

From: Ted Hartke <tedhartke@hartke.pro>
Sent: Tuesday, May 23, 2023 5:06 PM
To: John Hall; Susan Burgstrom; Justin Leerkamp
Subject: Weather and ice hazard near wind turbines
Attachments: idoawindfarmaima.docx

CAUTION: External email, be careful when opening.

John,

Attached some links and docs with evidence about wind turbines used in the Ford County ZBA "finding of fact." Ford County is passing restrictions for ice throw being 10 to the -5.

Please include these as part of all considerations in the official record.

Best regards,
Ted Hartke

Sent from my iPhone

Begin forwarded message:

RECEIVED
MAY 24 2023
CHAMPAIGN CO. P & Z DEPARTMENT

From: Cindy Ihrke <energizeillinois@gmail.com>
Date: May 23, 2023 at 1:35:05 PM CDT
To: Ted Hartke <tedhartke@hartke.pro>
Subject: Re: Did you want some evidence

1. article about severe weather and radar interference
<https://www.wcia.com/weather/special/wind-farms-creating-need-for-more-storm-spotters/>
2. Here is the document for ice throw risk assessment <https://iea-wind.org/wp-content/uploads/2022/09/Task-19-Technical-Report-on-International-Recommendations-for-Ice-Fall-and-Ice-Throw-Risk-Assessments.pdf>
3. New evidence submitted at the hearing. specifically chapters 13 section 13.6 and 13.7 and chapter 14 for Lighting and Marking

https://www.faa.gov/documentLibrary/media/Advisory_Circular/AC_70_7460-1L.pdf
4. for section VII letter H - Attached AIMA specifically page 6 (or should we put in the whole document)
5. Property tax law submitted to go with number 7 under Section V letter B.
<https://www.ilga.gov/legislation/ilcs/ilcs4.asp?DocName=003502000HArt%2E+10+Div%2E+18&ActID=596&ChapterID=8&SeqStart=28700000&SeqEnd=29300000>
6. To support materials must be federally sourced language under Design and Installation number 3

<https://www.whitehouse.gov/briefing-room/statements-releases/2021/07/28/fact-sheet-biden-harris-administration-issues-proposed-buy-american-rule-advancing-the-presidents-commitment-to-ensuring-the-future-of-america-is-made-in-america-by-all-of-americas/>

<https://www.governmentcontracts.com/2021/08/enhanced-buy-american-requirements-coming-soon-proposed-rule-foretells-big-changes/>

On Mon, May 22, 2023 at 10:52 PM Ted Hartke <tedhartke@hartke.pro> wrote:

Yes, Cindy. I want to submit that to the Champaign County zoning admin as soon as possible

Ted

Special message: **My email was hacked Dec 30, 2016.** If you received a message that looks like it came from me and it asks you to click a link to share files, DO NOT CLICK ON LINKS OR ICONS. I will never send you a link or ask you to download anything unless I include a detailed project-specific correspondence. To protect yourself, never attempt to download files or click links which seem random or out of the ordinary.

Theodore P. Hartke, PE, PLS
President
Hartke Engineering and Surveying, Inc.
117 S. East Avenue P.O. Box 123
Ogden, Illinois 61859 217.840.1612
tedhartke@hartke.pro

On Fri, May 19, 2023 at 11:55 AM Cindy Ihrke <energizeillinois@gmail.com> wrote:

Do you want some of the evidence we used to back up our wind ordinance?

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"> (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"> i the number of Wind Turbines and related Commercial Wind Energy Facilities involved, ii the original Construction costs of the Commercial Wind Energy Facilities, iii the size and capacity of the Wind Turbines, iv the salvage value of the Commercial Wind Energy Facilities, v the Construction method and techniques for the Wind Turbines and other Commercial Wind Energy Facilities, and (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.
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 Tess Feagans, General Counsel

address

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

_____, 2023

_____, 2023

Susan Burgstrom

From: Ted Hartke <tedhartke@hartke.pro>
Sent: Tuesday, May 23, 2023 6:16 PM
To: John Hall; Susan Burgstrom; Justin Leerkamp
Subject: Ford County ice hazard text

CAUTION: External email, be careful when opening.

This is the Ford County ice hazard text....

Also, should require submittal of the safety manual including distance of evacuation during lightning storm and fire or brake failure safety distance. If the instructions say to "run upwind" 500 meters, how far should we be away if we are downwind?

Here's the language in Ford County as of this week (May 2023):

As part of the Special Use Permit Application the Applicant shall provide a current risk level assessment that provides an ice throw model for the current turbine model to be used, and includes walkways, paths, and small roads which are used by a small amount of people, objects like barns, homes, or huts which are used regularly by the owner or by a small amount of by-passers. If the risk is above 10⁻⁵ (1/100,000) it shall be considered unacceptable and extensive risk reduction measures (e.g. relocation or change of turbine specifications) should be taken. The property owner can waive this requirement. Signed written waivers must be presented at public hearing and entered in evidence.

Sent from my iPhone

RECEIVED

MAY 24 2023

CHAMPAIGN CO. P & Z DEPARTMENT