

NARRATIVE and BURDEN of PROOF

Application:	Commercial Solar Energy Facility – Conditional Use Permit
Project Proposal:	The Applicant proposes to construct a Commercial Solar Energy Facility (“CSEF”) for the purpose of generating electric power on a 40-acre parcel (the “Facility”). The Facility will consist of solar panels, racking, foundation piles, inverters, and overhead poles and lines.
Applicant:	Ben Franklin Electric, LLC (the “Applicant” and “Owner/ Operator”)
Property Owner:	Joshua C Kemper
Parcel Number:	Fulton County Parcel Identification Number: 08-07-30-200-014
Location:	The parcel is in Range 3, Township 7, Section 30, Joshua Township on North side of Route 9 near intersection of Route 9 and HWY 97 (“Property”). The GPS coordinates are approximately: 40°58'27.4"N 90°20'88.9"W
Zoning:	Agricultural/Conservation (AC)
List of Appendices:	01 - Fulton County Zoning Conditional Use Permit Application 02 - Petition, Legal Description of the Property & DEED 03 - Zoning Site, Topographic & Vegetative Screening Map 04 - WetLand, Flood Plan and Mining Maps 05 - Decommissioning and Deconstruction Plan 06 - Submittal to IDOA for Agricultural Impact Mitigation Agreement (AIMA) 07 - Illinois Department of Natural Resources (IDNR) EcoCAT 08 - USFWS Information for Planning and Consulting (IPaC)

Background and Description of the Property

On January 27, 2023, the 102nd Illinois General Assembly passed House Bill 4412, which was signed into law as P.A. 102-1123. This House Bill, among other things, amended 55 Illinois Compiled Statutes (“ILCS”) 5/5-12020 and provided parameters for Counties to regulate Commercial Solar Energy Facilities. Of note, 55 ILCS 5/5-12020(b) provides that a County may adopt a zoning ordinance that regulates Commercial Solar Energy Facility; however, “the standards may include the requirements specified in [55 ILCS 5/5-12020] but may not include requirements...that are more restrictive” than specified in the aforementioned Section. In response to House Bill 4412, the County adopted Ordinance 05-2023 on May 9, 2023, which regulates Commercial Solar Energy Facilities. Notably, 55 ILCS 5/5-12020(g) states:

“A request for siting approval or a special use permit for ... a commercial solar energy facility... ***shall be approved*** if the request is in compliance with the standards and conditions imposed in this Act, the zoning ordinance adopted consistent with this Code, and the conditions imposed under State and federal statutes and regulations.”
(Emphasis added).

As indicated by Fulton County, the Property is in the Agricultural/Conservation (AC) district. Pursuant to the “Commercial Solar Energy Facility Siting Ordinance for Fulton County” ordained May 9th, 2023 (the “CSEF Ordinance”), Commercial Solar Energy Facilities are permitted as conditional uses in the Agricultural/Conservation (AC) district subject to the requirements of the CSEF Ordinance.

Applicable Review and Decision Criteria

This Narrative and Burden of Proof is submitted by the Applicant in support of application for a Conditional Use Permit for the Facility and addresses the applicable requirements found in the CSEF Ordinance. The relevant portions of the CSEF Ordinance are shown below in *italics* followed by the Applicant’s findings in plain text.

CSEF Ordinance – Conditional Use Permit Application

- A. *To obtain siting approval, the Applicant must first submit a Conditional Use Permit application to the Zoning Board of Appeals.*

FINDING: The Conditional Use Permit application is submitted with this Narrative and Burden of Proof.

- B. *The Conditional Use Permit application shall contain or be accompanied by the following information:*

1. *A Commercial Solar Energy Facility Summary, including, to the extent available:
(a) a general description of the project, including (i) its approximate overall name*

plate generating capacity, (ii) the potential equipment manufacturer(s), (iii) type(s) of solar panels, cells and modules, (iv) the number of solar panels, cells and modules, (v) the maximum height of the solar panels at full tilt, (vi) the number of Substations, (vii) a project site plan, project phasing plan and project construction timeline plan, and (viii) the general location of the project; and (b) a description of the Applicant, Owner and Operator, including their respective business structures;

FINDING: The CSEF is approximately 5 megawatts alternating current (AC). It will include components that are new equipment and that are not experimental or prototype equipment. While the specific solar modules and racking systems will depend on what is available from the supplier(s) at the time the order is placed, the potential equipment manufacturer(s) are companies such as Trina for the racking equipment and the solar modules. The Applicant expects to utilize either these equipment manufacturers or substantially similar manufacturers. Trina modules are manufactured in Texas, with an aluminum frame, and a thermally pre-stressed glass front cover with anti-reflection technology.

The proposed location for the solar panels is shown on the Zoning Site Map (Attachment 02) submitted with this application. This is a preliminary layout and may be slightly modified after additional due diligence is conducted on the Property. The final number of solar panels will be determined based upon what is available in the market at the time the equipment is procured. At the time of this application, the estimated number of solar panels is approximately 10,980.

The solar panels will not exceed twelve feet in height at full tilt. The site plan for the CSEF calls for an electrical equipment pad. The preliminary project site plan is submitted with this application. The Applicant anticipates construction of the CSEF will occur in a single phase and construction will take approximately six to nine months. The general location of the project is at the northeast corner of IL Route 9 and N Orchard RD.

The Applicant, Owner, and Operator of the facility is Ben Franklin Electric LLC.

2. *The name(s), address(es), and phone number(s) of the Applicant(s), Owner and Operator, and all property owner(s), if known, and documentation demonstrating land ownership or legal control of the property;*

FINDING: The Applicant and Owner/Operator of the Facility is Ben Franklin Electric LLC. The Property Owner is Joshua C Kemper.

3. *A site plan for the Commercial Solar Energy Facility showing the planned location of solar panels, including legal descriptions for each site, Participating and Non-participating Residences, Occupied Community Buildings, parcel boundary lines (including identification of adjoining properties), setback lines, public access roads and turnout locations, Substation(s), operations and maintenance buildings, electrical cabling to the Substation(s), ancillary equipment, third party transmission lines, the location of any wetlands, floodplain, drainage structures including surface ditches and subsurface drainage lines, underground mines, scenic and natural areas within one thousand five hundred (1,500) feet of the proposed Commercial Solar Energy Facility, and the layout of all structures within the geographical boundaries of any applicable setback;*

FINDING: The Zoning Site Map submitted with this application (Attachment 02) includes the planned location for the solar panels, participating and non-participating residences (if any), parcel boundary lines (including identification of adjoining properties), setbacks, public access roads, property access, electrical equipment pad, operations and maintenance buildings (if any), point of interconnection from the electrical equipment pad to the utility grid, the location of wetlands per the U.S. Fish and Wildlife National Wetlands land, floodplain & underground mines (if any) Attachment 03, drainage structures (if any), scenic and natural areas within 1,500 feet (if any), and the layout of all structures within the geographical boundaries of any applicable setback. The legal description for the property is included in Attachment 04.

4. *A proposed Decommissioning Plan for the Commercial Solar Energy Facility;*

FINDING: The Decommissioning Plan for the CSEF is included with this Application. Please see Attachment 05.

5. *All required studies, reports, certifications, and approvals demonstrating compliance with the provisions of this Ordinance;*

FINDING: All required studies, reports, certifications, and approvals required to demonstrate compliance with the provisions of this ordinance are included with this application.

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

FINDING: The Applicant has obtaining a fully signed AIMA. The Applicant submitted an "Agricultural Impact Mitigation Agreements" form and a signed "Standard Agricultural Impact Mitigation Agreement" to the Illinois Department of Agriculture. The application materials submitted to IDOA to enter into an AIMA are included as Attachment 06.

7. *The topographic map shall include the Commercial Solar Energy Facility site and the surrounding area;*

FINDING: The topographic map that shows the outline of the Solar Energy Facility site perimeter and the surrounding area is included as part of Attachment 02.

8. *Any other information normally required by the Zoning Board of Appeals as part of its permitting requirements for siting buildings or other structures;*

FINDING: The Applicant has provided all applicable information required by the Zoning Board of Appeals as part of its permitting requirements. This information demonstrates compliance with the ordinance for a Commercial Solar Energy Facility. As such, the information provided by the Applicant is sufficient for the Zoning Board of Appeals to grant approval of the Conditional Use Permit.

9. *Waivers from the setback requirements executed by the occupied community building owners and/or the non-participating 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.*

FINDING: This application does not include waivers from the setback requirements.

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

FINDING: The results and recommendations from the Illinois Department of Natural Resources obtained through the Ecological Compliance Assessment Tool (EcoCAT) are included with this Application as Attachment 07. The EcoCAT for the Facility was received from the Illinois Department of Natural Resources (IDNR) on July 1, 2024. As stated in the letter, there is no record of threatened or endangered species, no Illinois Natural Area Inventory sites, no dedicated Illinois Nature Preserves, and no registered Land and Water Reserves in the vicinity of the Property or the Facility. As such, the consultation with the Illinois Department of Natural Resources was terminated in the letter. The letter provided by IDNR dated July 4, 2024 states "consultation is terminated". No further consultation is required.

11. Results of any United States Fish and Wildlife Service's Information for Planning and Consulting environmental review or a comparable successor tool that is consistent with any applicable United States Fish and Wildlife Service's solar wildlife guidelines.

FINDING: The results of the USFWS Information for Planning and Consulting (IPaC) environmental review are included with this application. Please see Attachment 08 that includes the IPaC report obtained from USFWS (dated July 4, 2024; project code 2024-0111915). The IPaC report for the Property indicates there are no designated critical habitats at the proposed project site. The IPaC report indicates the need for consideration of two species; however, there will be no impact from the proposed Facility.

12. Information demonstrating that the Commercial Solar Energy Facility will avoid protected lands.

FINDING: The CSEF Ordinance defines "protected lands" as "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 Illinois Natural Areas Preservation Act". As stated above, the EcoCAT letter from the IDNR stated there is no record of threatened or endangered species, no Illinois Natural Area Inventory sites, no dedicated Illinois Nature Preserves, and no registered Land and Water Reserves in the vicinity of the Property or the proposed facility. The IDNR did not require any further consultation. The Applicant is not aware of any other protected lands in the vicinity of the Commercial Solar Energy Facility. This criterion is met.

13. Any other information requested by the Zoning Board of Appeals or the County consultants that is necessary to evaluate the siting application and operation of the Commercial Solar Energy Facility and to demonstrate that the Commercial Solar Energy Facility meets each of the regulations in this Ordinance, including the Conditional Use Permit set forth below.

FINDING: The Applicant has provided all information requested by the Zoning Board of Appeals or the County consultants that is necessary to evaluate the siting application and operation of the Commercial Solar Energy Facility. The CSEF Ordinance implements the regulations provided by state statute 55 ILCS 5/5-12020 *et seq.* It is stated in 55 ILCS 5/5-12020(b) that a County may adopt a zoning ordinance that regulates commercial solar energy facilities; however, "the standards may include the requirements specified in [55 ILCS 5/5-12020] but may not include requirements...that are more restrictive" than specified in the aforementioned Section. The information provided by the Applicant clearly demonstrates that the Commercial Solar Energy Facility meets each of the regulations in the ordinance,

including the Conditional Use Permit regulations below. As such, the information provided by the Applicant is sufficient for the Zoning Board of Appeals to grant approval of the Conditional Use Permit.

- C. 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*

FINDING: The Applicant acknowledges 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.

- D. The Applicant shall submit twelve (12) copies of the Conditional Use Permit application to the Zoning Board of Appeals, and at least one (1) copy in electronic format.*

FINDING: The Applicant submits twelve copies of the Conditional Use Permit application to the Zoning Board of Appeals, and at least one copy in electronic format.

CSEF Ordinance – Design and Installation

A. Design Safety Certification

- 1. Commercial Solar Energy Facilities shall conform to applicable industry standards, including those of the American National Standards Institute (“ANSI”). Applicants shall submit certificates of design compliance that equipment manufacturers have obtained from Underwriters Laboratories (“UL”), or an equivalent third party. All solar panels, cells and module; solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems shall be new equipment and commercially available; no used or experimental equipment shall be used without the approval of a variance by the Zoning Board of Appeals.*

FINDING: The CSEF will conform to applicable industry standards, including all applicable local, state, and federal regulatory codes. This includes the ANSI. The Applicant will submit certificates of design compliance that equipment manufacturers have obtained from UL (or equivalent) within a reasonable time following construction of the Facility. All solar panels, cells and modules, mounts and racking, including helical piles, ground screws, ballasts, or other anchoring systems will be new equipment that is commercially available. The Applicant will not employ used or experimental equipment without the approval of the Zoning Board of Appeals.

2. *Following the granting of siting approval under this Ordinance, a structural engineer shall certify, as part of the Commercial Solar Energy Facility Building Permit application process, which the design of the Commercial Solar Energy Facility is within accepted professional standards, given local soil, subsurface and climate conditions.*

FINDING: As part of the Building Permit application process for the Facility, the Applicant will submit structural engineer documentation that certifies the design of the CSEF is within accepted professional standards, given local soil, subsurface and climate conditions.

B. Electrical Components

All Electrical components of the Commercial Solar Energy Facility shall conform to applicable local, state, and national codes, and relevant national and international standards (e.g. ANSI and International Electrical Commission).

FINDING: All electrical components of the CSEF will conform to applicable local, state, and national codes, and relevant national and international standards.

C. Height

1. *No component of a solar panel, cell or modules may exceed twenty (20) feet in height above the ground at full tilt.*

FINDING: No component of a solar panel or module will exceed twelve feet in height above the ground at full tilt.

D. Aesthetics and Lighting

1. *Vegetative Screening: A vegetative screen shall be provided for any part of the Commercial Solar Energy Facility that is visible to Non-participating Residence. The landscaping screen shall be located between the required fencing and the property line of the participating parcel upon which the facility sits. The vegetative screening shall include a continuous line of native evergreen foliage and/or native shrubs and/or native trees and/or any existing wooded areas and/or plantings of tall native grasses and other native flowering plants.*

FINDING: There are non-participating residences located to the northeast and northwest of the CSEF. A vegetative screen will be provided for the parts of the CSEF that are visible to these non-participating residences. This landscaping screen will be located between the perimeter fence surrounding the CSEF and the property line. Once implemented, there will be a continuous line of vegetation between the CSEF

and these non-participating residences. Please see Attachment 02 for a satellite aerial image that shows the CSEF footprint and the non-participating residences to the north, northeast and northwest.

2. *Lighting: If lighting is provided at the Commercial Solar Energy Facility, lighting shall be shielded and downcast such that the light does not spill onto the adjacent parcel.*

FINDING: No lighting is proposed for the CSEF.

3. *Intra-project Power and Communication Lines: All power lines used to collect power and all communication lines 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.*

FINDING: In accordance with the AIMA the intra-project power and communication lines will be buried underground until they reach the property line or electrical equipment pad.

E. Fencing

1. *A fence of at least six (6) feet and not more than twenty-five (25) feet in height shall enclose and secure the Commercial Solar Energy Facility.*

FINDING: As provided on the zoning site plan, the Applicant is proposing a minimum six feet tall fence that will enclose and secure the CSEF. The fence will be constructed to meet National Electric Code standards.

2. *All gates must be clearly labeled with a numbering schema as approved by the Fulton County 911 Office and updated annually.*

FINDING: As provided on the zoning site plan, all gates will be clearly labeled with a numbering schema as provided by the Fulton County 911 office. This will be updated annually.

3. *All locked gates with access to a public road must be locked with a lock that utilizes a numeric code or be equipped with a knox box. If equipped with a lock utilizing a numeric code, that code must be on file with the Fulton County 911 Office and updated annually.*

FINDING: As provided on the zoning site plan, all gates with access to a public road will be locked and will be equipped with a knox box to allow emergency personnel access.

F. Warnings

1. A reasonably visible warning sign concerning voltage must be placed at the base of all pad-mounted transformers and Substations.

FINDING: As provided on the zoning site plan, warning signs concerning voltage will be placed at the base of all pad-mounted transformers, as well as on the security fencing. In addition to this regulation, the CSEF will be in full compliance with warning signs required by the National Electric Code.

1. Visible, reflective, colored objects such as flags, plastic sleeves, reflectors, or tape shall be placed on the anchor points of guy wires and along the guy wires up to a height of fifteen (15) feet from the ground.

FINDING: As provided on the zoning site plan, visible, reflective, colored objects (such as flags, plastic sleeves, reflectors, or tape) will be placed on anchor points of guy wires up to fifteen feet above grade. In addition to this regulation, the CSEF will be in full compliance with warning signs required by the National Electric Code.

G. Setback Requirements

- 1. The Commercial Solar Energy Facility shall be sited as follows, with setback distances measured from the nearest edge of any component of the facility:*
 - a. Occupied Community Buildings and Dwellings on Nonparticipating Properties: one hundred fifty (150) feet to the nearest point on the outside wall of the structure.*
 - b. Nonparticipating Residences: one hundred fifty (150) feet to the nearest point on the outside wall of the structure.*
 - c. Boundary Lines of Participating Property: None.*
 - d. Boundary Lines of Nonparticipating Property: fifty (50) feet to the nearest point on the property line of the nonparticipating property.*
 - e. Public Road Rights-of-Way: fifty (50) feet the nearest edge of the public road right-of-way.*

FINDING: As shown on the zoning site plan, the CSEF is sited in compliance with these setback requirements. There are no occupied community buildings within 150 feet of the Facility; the dwellings on nonparticipating properties are at least 150 feet from the Facility; the Facility is setback fifty feet from the nearest point on the property line of any nonparticipating property; and, the Facility is setback fifty feet from the nearest edge of the public road right-of-way.

2. *The setback requirements for Nonparticipating properties may be waived by the written consent of the owner(s) of each affected Nonparticipating property.*

The Applicant does not need to obtain a variance from the Zoning Board of Appeals upon waiver by the property owner of any of the above setback requirements. 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.

FINDING: The proposed CSEF does not include a waiver of setback requirements for non-participating properties.

H. Compliance with Additional Regulations

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

FINDING: The proposed CSEF will comply with all applicable local, state, and federal laws and regulations.

I. Use of Public Roads

1. *An Applicant proposing to use any County, municipality, township or village road(s), for the purpose of transporting Commercial Solar Energy Facility or Substation parts and/or equipment for construction, operation, or maintenance of the Commercial Solar Energy Facility or Substation(s), shall:*
 - a. *Identify all such public roads; and*
 - b. *Obtain applicable weight and size permits from relevant government agencies prior to construction.*
 - c. *Obtain applicable Entrance and Utility permits from relevant government agencies prior to construction, should they be required.*

FINDING: The Applicant will utilize public IL HWY 9 for the transportation of parts and/or equipment for construction, operation, and maintenance of the CSEF. The Applicant understands IL HWY 9 is under the jurisdiction of the the Illinois Department of Transportation. The Applicant will obtain applicable weight and size permits from the relevant government agencies prior to construction, if required. The Applicant will obtain applicable entrance and/or utility permits from relevant government agencies prior to construction, should they be required.

2. *To the extent an Applicant must obtain a weight or size permit from the County, municipality, township or village, the Applicant shall:*

- a. *Conduct a third party pre-construction baseline survey to determine existing road conditions for assessing potential future damage; and*
- b. *Any proposed public roads that will be used for construction purposes shall be identified and approved in writing by the respective Road District Commissioner or the County Engineer prior to the granting of the Conditional 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 the 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 or County Engineer may choose to require remediation of road repair upon completion of the Community Solar Energy Facility in addition to being authorized to collect fees for overweight and/or oversized load permits. Further, financial assurance in an amount to be fixed by the Road District Commissioner or County Engineer 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 of said financial assurance with application for Conditional Use Permit.*
- c. *Enter into a road use agreement with the County and each affected Road District that includes the following provisions, at a minimum:*
 - i. *Project layout map;*
 - ii. *Transportation impact analysis;*
 - iii. *Pre-construction plans;*
 - iv. *Project traffic map;*
 - v. *Project scope of repairs;*
 - vi. *Post-construction repairs;*
 - vii. *Insurance;*
 - viii. *Financial Security in forms and amounts acceptable to the County;*

The road use agreement shall require Applicant to be responsible for the reasonable cost of improving roads used to construct Commercial Solar Energy Facility and the reasonable cost of repairing roads used by the facility owner during construction of the Community Solar Energy Facility so that those roads are in a condition that is safe for the driving public after the completion of the Commercial Solar Energy Facility construction. Roadways improved in preparation for and during the construction of the Community Solar Energy Facility shall be repaired and restored to the improved condition at the reasonable cost of the developer if the roadways have degraded or were damaged as a result of construction-related activities.

FINDING: To the extent a weight or size permit is required, the Applicant will conduct a third-party pre-construction baseline survey to determine existing road conditions in order to assess potential future damage. The proposed public roads that will be used for construction purposes will be identified and approved in writing by the respective jurisdictional road authority prior to the start of construction. The Applicant acknowledges to be responsible for road damage caused by the transport of the CSEF's equipment. The Applicant intends to work in good faith with the road authority having jurisdiction to repair any such damages to the reasonable satisfaction of the proper jurisdiction. The Applicant will provide financial assurance in an amount to be agreed upon with the jurisdictional road authority to ensure future repairs are completed to their reasonable satisfaction. As part of the building permit application, the Applicant will submit a draft of said financial assurance. The Applicant will enter into a road user agreement with the jurisdictional road authority that includes the provisions listed above. The Applicant is agreeable to the following conditional of approval:

Prior to the commencement of construction of the Commercial Solar Energy Facility, the Applicant shall enter into a road use agreement with the appropriate jurisdictional road authority that has authority over roads affected by the CSEF, to the extent said jurisdiction requires a road use agreement.

3. *All repairs and improvements to public roads and roadway appurtenances shall be subject to the prior approval of the County or Road District before being made and shall also be subject to inspection and acceptance by the County or Road District after such repairs and improvements are completed. The County's road use agreement, and any further agreements contemplated therein, regarding the maintenance and repair of public roads and highways, must be approved by the County Board prior to the Zoning Board of Appeals/Zoning Department approval of any Commercial Solar Energy Facility Building Permit applications related to the construction of the proposed Commercial Solar Energy Facility.*

FINDING: The Applicant acknowledges all improvements to public roads and public roadway appurtenances are subject to the prior approval of the jurisdictional road authority. As part of the Building Permit application process, the Applicant will seek approval of the road use agreement, and any further agreements contemplated therein, regarding the maintenance and repair of public roads and highways, to the extent said jurisdiction requires a road use agreement.

J. Site Assessment

1. *To ensure that the subsurface conditions of the site will provide proper support for the Commercial Solar Energy Facility and soil restoration, the Applicant, at its expense, shall provide soil and geotechnical boring reports to*

the County Engineer as part of the Commercial Solar Energy Facility Building Permit. The Applicant shall follow the guidelines for Conservation Practices Impact Mitigation submitted by the County Soil Water Conservation District (or equivalent regulatory agency). Also, the Applicant shall submit grading plans for the proposed Substations for review and comment by the County Soil and Water Conservation District prior to the issuance of any Commercial Solar Energy Facility Building Permit for the construction of said substations.

FINDING: As part of the Building Permit process, the Applicant will provide soil and geotechnical boring reports to the County Engineer prior to commencement of construction. The Applicant will work to follow the guidelines for Conservation Practices Impact Mitigation submitted by the County Soil Water Conservation District to the extent reasonably practicable and required by state statute. The Applicant will submit grading plans for the proposed electrical equipment pad for review and comment by the County Soil and Water Conservation District as part of the Building Permit application process.

K. Noise Levels

- 1. Noise levels from Commercial Solar Energy Facilities shall be in compliance with applicable Illinois Pollution Control Board (IPCB) regulations. The Applicant shall submit manufacturer's sound power level characteristics and other relevant data regarding noise characteristics necessary for a competent noise analysis. The Applicant, through the use of a qualified professional, shall appropriately demonstrate compliance with the applicable noise requirements in its Conditional Use Permit application.*

FINDING: The proposed facility will be designed to comply with the sound limitations established by the Illinois Pollution Control Board ("IPCB") standards under 35 Illinois Administrative Code Parts 900, 901, and 910. The IPCB regulations are based on octave band center frequency (Hertz), decibels of sound emitted, and land use classifications. The three land use classifications established by Part 901 are Class A (e.g., private households, housing services for the elderly, and hotels/motels), Class B (e.g., retail sales or services, banks, and restaurants) and Class C (e.g., manufacturing, heavy construction, and agriculture).

The proposed project is in an agricultural field (Class C), and the most restrictive sound emission regulations are for sounds emitted to residential land uses (Class A). To demonstrate compliance with the most restrictive limitations, the tables for maximum sound emissions on Class A land are provided below.

Section 901.102(a):

Section 901.102(a): Sound Emitted to Class A Land in Daytime Hours.

Octave Band Center Frequency (Hertz)	Allowable Octave Band Sound Pressure Levels (dB) of Sound Emitted to any Receiving Class A Land from		
	Class C Land	Class B Land	Class A Land
31.5	75	72	72
63	74	71	71
125	69	65	65
250	64	57	57
500	58	51	51
1000	52	45	45
2000	47	39	39
4000	43	34	34
8000	40	32	32

Section 901.102(b):

Section 901.102(b): Sound Emitted to Class A Land in Nighttime Hours.			
Octave Band Center Frequency (Hertz)	Allowable Octave Band Sound Pressure Levels (dB) of Sound Emitted to any Receiving Class A Land from		
	Class C Land	Class B Land	Class A Land
31.5	69	63	63
63	67	61	61
125	62	55	55
250	54	47	47
500	47	40	40
1000	41	35	35
2000	36	30	30
4000	32	25	25
8000	32	25	25

The only source of noise is from the inverter cooling fans that run on warm and sunny days. Considering solar projects only generate electricity during daylight hours, no noise is produced after sunset. The rated output frequency of inverters typical to the proposed project is 60 Hertz with an output frequency range of 57 to 63 Hertz, and the typical manufacturer specifications state audible noise is 65 decibels at one meter and 77 degrees Fahrenheit. At five meters (or less than seventeen feet), noise ratings from manufacturers for a typical inverter the project will use indicate that noise levels are comparable to the perceived ambient noise of a quiet rural or suburban setting at nighttime – about 35-40 decibels. As shown in the table above for Section 901.102(a), the maximum sound pressure level at 63 Hertz is 71 decibels. Therefore, the proposed solar facility emits far less noise than the decibel limits outlined in Part 901. This demonstrates the proposed solar facility complies with the most restrictive sound emission limitations found in Part 901.

Further, due to the placement of the inverters within the project area, any noise will be effectively obstructed and dissipated by the other project components such that the decibel level from inverter fan noise will be indistinguishable from ambient noise at any point beyond the project area. As a result, the sound emissions from the solar facility will be far less than the most restrictive limits required by Part 901. In addition, since the sound produced by the inverters is typically audible only by those located next to the inverter, the land use setback rules for neighboring properties provide further assurance that the project complies with all applicable noise emission standards. The proposed use, once installed, is relatively passive and remains that way during the life of the facility. None of the facility's remaining components actively produce any significant sound.

The Facility will be designed so that noise levels comply with applicable ICPB regulations. If requested by the County, the Applicant will have a qualified third-party professional appropriately demonstrate compliance with the applicable noise requirements upon completion of construction. The qualified professional will complete a sound pressure analysis after the Facility is constructed and operational. The results of this analysis will confirm the CSEF is in compliance with the IPCB sound limitations.

L. Agricultural Impact Mitigation

- 1. 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 Commercial Solar Energy Facility 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 Zoning Board of Appeals as part of the Conditional Use Permit application.*

FINDING: The Applicant has obtaining a fully signed AIMA. The Applicant submitted an "Agricultural Impact Mitigation Agreements" form and a signed "Standard Agricultural Impact Mitigation Agreement" to the Illinois Department of Agriculture. The application materials submitted to IDOA to enter into an AIMA are included as Attachment 06.

O. As-Built Maps and Plans

1. *Within sixty (60) calendar days of completion of construction of the Commercial Solar Energy Facility, the Applicant or Operator shall deliver “as-built” maps, site plan and engineering plans for the Commercial Solar Energy Facility that have been signed and stamped by a Professional Engineer and a licensed surveyor.*

FINDING: The Applicant (Operator) will deliver “as-built” maps, site plans, and engineering plans for the CSEF that have been signed and stamped by a Professional Engineer and/or a licensed surveyor within sixty calendar days after the construction of the CSEF is completed.

Q. Engineer’s Certificate

1. *The Commercial Solar Energy Facility engineer’s certificate shall be completed by a structural engineer registered in the State of Illinois or by a Professional Engineer with a certification from a structural engineer registered in the State of Illinois and shall certify that the specific soils and subsurface conditions at the site can support the apparatus, given local soil, subsurface and climate conditions. The Commercial Solar Energy Facility engineer’s certificate shall be a public record and shall be submitted as part of the Conditional Use Permit application.*

FINDING: The Zoning Site Plan submitted with this application (Attachment 02) includes an engineer’s certificate completed by a structural engineer licensed in Illinois which certifies that the specific soils and subsurface conditions at the site can support the proposed facility.

R. Conformance with Approved Application and Plans

1. *The Applicant shall construct and operate the Commercial Solar Energy Facility in substantial conformance with the construction plans contained in a Zoning Board of Appeals approved submitted Conditional Use Permit application(s), conditions placed upon the operation of the Facility, this ordinance and all applicable state, federal and local laws and regulations.*

FINDING: The Applicant will construct and operate the CSEF in compliance with all applicable state, federal, and local laws and regulations. The Zoning Site Plan submitted with this application demonstrates compliance with the siting requirements of this ordinance. The Applicant will construct and operate the CSEF in substantial conformance with the preliminary construction plans submitted for this CUP application, and will adhere to conditions placed upon the operation of the CSEF. The final design of the CSEF is subject to further due diligence, which will occur after siting approval has been secured.

S. 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 Conditional Use Permit Application shall be prepared and signed by an Illinois Professional Engineer (or structural engineer) for the relevant discipline.*
- 2. The applicant shall obtain the services of a certified court reporter to record the meeting and issue the report to the applicant and to Fulton County. The cost of the reporter will be borne by the applicant.*
- 3. The County may retain a qualified, independent code inspector or professional engineer both to make appropriate inspections of the Commercial Solar Energy Facility during and after construction and to consult with the County to confirm that the construction, substantial repair, replacement, repowering and/or decommissioning of the Commercial Solar Energy Facility 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 Commercial Solar Energy Facility.*
- 4. The Conditional Use Permit granted to the Applicant shall bind and inure to the benefit of the Applicant, its successors-in-interest and assigns. If any provision in this Ordinance, or conditions placed upon the operation of the Commercial Solar Energy Facility is held invalid, such invalidity shall not affect any other provision of this Ordinance that can be given effect without the invalid provision and, to this end, and the provisions in this Ordinance are severable.*
- 5. The Applicant shall provide an executed road use agreement between the Applicant and the appropriate governing road and highway jurisdictions or the Illinois Department of Transportation, to the County showing approved entrances prior to the issuance of any Commercial Solar Energy Facility Building Permit.*

FINDING: The Applicant acknowledges items 1 through 5 under Additional Terms and Conditions in the CSEF Ordinance. With regard to item 5, the Applicant will provide an executed road use agreement between the Applicant and the appropriate governing road and/or highway jurisdiction to the County showing approved entrances as part of the Building Permit application, if a road use agreement is required by said jurisdiction.

CSEF Ordinance – Operation

A. Maintenance

1. *Annual Report. The Applicant must submit, on an annual basis on the anniversary date of the Conditional Use Permit application, an operation and maintenance report to the Zoning Board of Appeals. The report shall contain the following information: (i) a general description of any physical repairs, replacements or modification(s) to the Commercial Solar Energy Facility and/or its infrastructure; (ii) complaints pertaining to setbacks, noise, appearance, safety, lighting and use of any public roads received by the Applicant concerning the Commercial Solar Energy Facility and the resolution of such complaints; (iii) calls for emergency services; (iv) status of liability insurance; and (v) a general summary of service calls to the Commercial Solar Energy Facility. Failure to provide the annual report shall be considered a material violation of this Ordinance and subject to Article XI (Remedies).*

FINDING: The Applicant will provide an annual report to the County Zoning Board of Appeals that contains the information described above.

1. *Re-Certification. Any physical modification to the Commercial Solar Energy Facility that alters the mechanical load, mechanical load path, or major electrical components that shall require re-certification under Section VI(A)(1) of this Ordinance. Like-kind replacements and modifications that are made in the ordinary course of operations, including expected repairs and warranty items, shall not require re-certification. Prior to making any physical modification (other than a like-kind replacement), the Applicant shall confer with a relevant third-party certifying entity identified in Design and Safety Certification section, paragraph 1, of this Ordinance to determine whether the physical modification requires re-certification.*

FINDING: The CSEF will conform to applicable industry standards, including all applicable local, state, and federal regulatory codes, as well as the ANSI. The Applicant will submit certificates of design compliance that equipment manufacturers have obtained from UL (or equivalent) within a reasonable time following construction of the facility. The Applicant will not employ used or experimental equipment without the approval of the Zoning Board of Appeals. Prior to making any physical modification (other than a like-kind replacement), the Applicant will confer with ANSI, UL, and/or the Zoning Board of Appeals to determine whether such physical modification requires re-certification.

B. Coordination with Emergency Responders:

- 1. The Applicant shall submit to the local emergency responders a copy of the Site Plan, Standard Operating Procedures (SOPs) and Standard Operating Guidelines (SOGs), and any amendments to such documents, for the Commercial Solar Energy 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 Commercial Solar Energy Facility.*

FINDING: Prior to commencement of construction, the Applicant will share the site plan, Standard Operating Procedures (SOPs) and Standard Operating Guidelines (SOGs) with the appropriate emergency management personnel, including but not limited to the local law enforcement, fire department, emergency and ambulatory services, and the County Emergency Services Disaster Agency. The Applicant will provide the appropriate personnel with information that may support evaluation and creation of emergency response plans. The Applicant will welcome emergency personnel to an orientation of the CSEF prior to construction, after construction, or both. If desired, the Applicant will assist with providing training for emergency personnel so that they can properly respond to any potential emergency at the facility.

- 2. The Applicant shall provide a map of the facility labeling the location of the following; Batteries: The map should clearly call out battery locations and size of battery storage. Roads: The Applicant shall work with the Fulton County 911 Office to develop a private lane naming and addressing schema.*

FINDING: The proposed CSEF does not include batteries or battery storage. The Applicant will work with Fulton County 911 Office to provide the street address.

- 3. The Applicant shall provide the Fulton County Zoning Office and 911 Office with any GIS Shape Files owned by the Applicant for the facility to assist with creating a map for the facility. In the event GIS shape files are not available, the Applicant agrees to allow Fulton County 911 Staff access to the facility to create a digital map.*

FINDING: The Applicant will provide the Fulton County Zoning Office with GIS shape files, or similar files, to assist with creating a digital map for the Facility.

4. *The Applicant, at its expense, 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 Commercial Solar Energy Facility.*

FINDING: The Applicant (and Operator) will welcome emergency personnel to an orientation of the CSEF prior to construction, after construction, or both. If desired, the Applicant will assist with providing training for emergency personnel so that they can properly respond to any potential emergency at the Facility.

5. *The Applicant and the Operator shall cooperate with all local emergency responders to develop an emergency response plan. The plan shall include, at a minimum, 24-hour contact information (names, titles, email addresses, cell phone numbers) for the Applicant and the Operator and at least three (3) designated Commercial Solar Energy Facility 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 per year"). Any change in the designated Commercial Solar Energy Facility 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 annually basis.*

FINDING: The Applicant (Operator) will cooperate with all local emergency responders to develop an emergency response plan. The plan will include 24-hour contact information for the Applicant/Operator and at least three CSEF representatives who are on-call at all times. The Applicant/Operator will review and update this information on an annual basis.

6. *Nothing in this section shall alleviate the need to comply with all other applicable life safety, fire /emergency laws and regulations.*

FINDING: The Applicant will comply with all applicable safety, fire, and emergency laws and regulations.

C. Water, Sewer, Materials Handling, Storage and Disposal

1. *All solid wastes related to the construction, operation and maintenance of the Commercial Solar Energy Facility shall be removed from the site promptly and disposed of in accordance with all federal, state and local laws.*

FINDING: All solid waste related to the construction, operation and maintenance of the CSEF will be removed from the site promptly and disposed of in accordance with all federal, state, and local laws. After construction, the amount of solid waste generated will be minimal.

2. *All hazardous materials related to the construction, operation and maintenance of the Commercial Solar Energy Facility shall be handled, stored, transported and disposed of in accordance with all applicable local, state and federal laws.*

FINDING: No hazardous materials are used during the construction or operation of the CSEF. In the event there is any hazardous waste, all hazardous waste will be handled, stored, transported and disposed of in accordance with all applicable local, state, and federal laws.

3. *The Commercial Solar Energy Facility shall comply with existing septic well regulations as required by the County Health Department and the State of Illinois Department of Public Health.*

FINDING: The proposed CSEF will comply with existing septic well regulations as required by the County and State. No septic well is proposed for the Facility.

D. Signage

1. *Signage regulations are to be consistent with ANSI standards. A reasonable visible warning sign concerning voltage shall be placed at the base of all pad-mounted transformers and substations, and at all entrances to the Commercial Solar Energy Facility.*

FINDING: Appropriate signage will be implemented with the CSEF that is consistent with ANSI standards. As provided on the zoning site plan, warning signs will be placed on the security fencing and at the base of all pad mounted transformers. These will be aluminum signs that read “Danger – High Voltage” and “Danger – No Trespassing”.

E. Drainage Systems

1. *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 Commercial Solar Energy Facility in accordance with the Agricultural Impact Mitigation Agreement.*

FINDING: There is no known drainage tile on the Property. The Applicant will, at its expense, 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 CSEF in accordance with the AIMA.

CSEF Ordinance – Liability Insurance and Indemnification

- 1. Commencing with the issuance of a Commercial Solar Energy Facility Building Permit, the Applicant 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) per occurrence and in the aggregate; and, shall further maintain the above stated lines of insurance from delivery of Notice to Proceed by the Applicant for the Commercial Solar Energy Facility, in coverage amounts of 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 Commercial Solar Energy Facility. The Applicant shall file the original certificate of insurance upon commencement of project construction prior to the issuance of a Commercial Solar Energy Facility Building Permit, corresponding policies and endorsements to be provided within sixty (60) days of issuance, and at each subsequent renewal, at least annually thereafter.*

The Applicant shall defend, indemnify and hold harmless the County and its officers, appointed and elected officials, employees, attorneys, engineers and agents (collectively and individually, the "Indemnified Parties") from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities whatsoever, including reasonable attorney's fees relating to or arising out of the issuance of the Conditional Use Permit or the construction, operation, maintenance and removal of the Commercial Solar Energy Facility including, without limitation, liability for property damage or personal injury (including death or illness), whether said liability is premised on contract or on tort (including without limitation strict liability or negligence) or any acts or omissions of the Applicant, the Owner or the Operator under this Ordinance or the Conditional Use Permit, except to the extent any such claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities arise from the negligence or intentional acts of such Indemnified Parties. This general indemnification shall not be construed as limiting or qualifying the County's other indemnification rights available under the law.

FINDING: The Applicant will maintain general comprehensive liability and automobile liability insurance coverage in compliance with this subsection above. The Applicant will file the original certificate of insurance with its application for a building permit.

This indemnification criterion is not included in 55 ILCS 5/5-12020 and is more restrictive than is allowed by state statute. As a result, it is not applicable to this application. To the extent a court of competent jurisdiction decides that the indemnification language in this section is applicable to this application, the Applicant agrees to indemnify the County in accordance with this criterion.

CSEF Ordinance – Decommissioning and Site Reclamation Plan Required

- 1. Applicant (or Owner, if different from Applicant) must submit a Decommissioning Plan with cost estimation to the Zoning Board of Appeals as part of the siting application 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 Solar 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 estimations and provide update Financial Assurances to the benefit of the County*

FINDING: The Applicant submitted a Decommissioning and Deconstruction Plan along with this application (Attachment 05). This Decommissioning Plan was provided by a Professional Engineer licensed by the State of Illinois. The Decommissioning Plan is in accordance with 55 ILCS 5/5-12020 and the AIMA. As part of the building permit application, the Applicant will provide a Decommissioning Agreement and post the required Financial Assurances for the benefit of the County.

CSEF Ordinance – Remedies

2. *The Applicant's failure to materially comply with any of the provisions under the Conditional Use Permit, any conditions imposed on the project, and/or failure to comply with any law or regulation shall be a default and shall be grounds for revocation of the Conditional Use Permit by the Zoning Board of Appeals.*

FINDING: The Applicant fully intends to materially comply with the provisions under the Conditional Use Permit and any conditions imposed on the project provided such provisions and conditions are in compliance with state statute and other relevant laws and regulations.

3. *Prior to implementation of the applicable County procedures for the resolution of default(s), the Zoning Board of Appeals 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 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.*

FINDING: The Applicant acknowledges this process for the County to notify of any defaults and the process to cure any defaults.

CSEF Ordinance – Fee Schedule and Permitting Process

1. *Application Fees*
 - a. *Prior to processing any Application for a Commercial Solar Energy Facility, the Applicant must submit a payment to the Zoning Department for the Conditional Use Permit Application Fee of \$5000.00 plus \$1000.00 for every MW over 2MW not to exceed \$250.000*
 - b. *Should the actual costs to the County exceed the submitted Conditional Use Permit Application Fee, the Applicant shall be responsible for those additional costs. No hearings on an Application shall be conducted nor final decisions rendered on an Application if there are Application fees or costs due to the County.*
2. *Building Permit Fees*
 - a. *Prior to the issuance of building permits, the Building Permit Applicant must remit a Building Permit Fee equating to \$2,000.00 per megawatt (mW) of nameplate capacity.*
3. *All Costs to be Paid by Applicant or Owner*
 - a. *In addition to all fees noted above, the Applicant or Owner shall pay all costs incurred by the County, including but not limited to, those costs associated with all offices, boards and commissions of the County, and third-party costs incurred by the County This includes, but is not limited to, the direct or indirect costs associated with the hearing, permitting, operations, inspections, decommissioning, litigation, disputes, and/ or negotiations.*

FINDING: The Applicant acknowledges this section on application fees, building permit fees, and costs to be paid by Applicant.

CSEF Ordinance – Hearing Facilitator

1. *The Zoning Board of Appeals may engage the services of a hearing facilitator 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 tor continuances, procedural matters, admissibility of evidence and the propriety of any arguments.*
2. *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.*

FINDING: The Applicant acknowledges this subsection regarding the engagement of a hearing facilitator for the proposed CSEF.

CSEF Ordinance – Hearing Factors

1. *The Zoning Board of Appeals may approve a Commercial Solar Energy Facility Conditional Use Permit application, if it finds the evidence complies with state and federal 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 Commercial Solar Energy Facility will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare;*

FINDING: The proposed CSEF will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare. The proposed CSEF is in compliance with all siting criteria contained in state statute 55 ILCS 5/5-12020 *et seq.*, this CSEF Ordinance, and all applicable state zoning statutes. The CSEF will be constructed and operated in compliance with all applicable local, state, and federal laws and regulations.

- b. *The Commercial Solar Energy Facility 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;*

FINDING: The proposed CSEF will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted. There will be no impact on neighboring landowners or homeowners. The proposed use is a self-contained facility that will have no anticipated adverse impacts beyond the perimeter fence of the facility. 55 ILCS 5/5-12020(b) states that a County may adopt a zoning ordinance that regulates commercial solar energy facilities; however, “the standards may include the requirements specified in [55 ILCS 5/5-12020] but may not include requirements...that are more restrictive” than specified in the aforementioned Section. This requirement is more restrictive than permitted by state law and thus is not applicable to this application.

The proposed CSEF will not substantially diminish and impair property values of surrounding properties. 55 ILCS 5/5-12020(k) states “[a] county may not condition approval of a...commercial solar energy facility on a property value guarantee”. Notwithstanding the foregoing, Studies by licensed appraisers on the impacts of a solar facility on neighboring property values have shown that there is no or negligible impacts to property values. The criteria for making downward

adjustments on property values such as appearance, noise, odor, and traffic all indicate that a solar farm is a compatible use in rural/residential areas.¹

Additionally, numerous studies found the impact of wind energy generation on neighboring property values to be negligible. As solar farms do not have the same impacts as wind farms (i.e., PV facilities do not cast a shadow on neighboring properties, cause light flicker or flashing, or have the same visual impact as wind farms), the impacts on property values caused by solar farms are anticipated to be much less than the impacts of wind farms.²

c. The establishment of the Commercial Solar Energy Facility will not impede the normal and orderly development and improvement of the surrounding properties;

FINDING: The proposed CSEF is sited in accordance with the CSEF Ordinance and state statute. Therefore, the establishment of the CSEF will not impede normal and orderly development and improvement of surrounding properties. Notwithstanding the foregoing, 55 ILCS 5/5-12020(b) states that a County may adopt a zoning ordinance that regulates commercial solar energy facilities; however, “the standards may include the requirements specified in [55 ILCS 5/5-12020] but may not include requirements...that are more restrictive” than specified in the aforementioned Section. This requirement is more restrictive than permitted by state law and thus is not applicable to this application.

d. Adequate public utilities, access roads, drainage and/or necessary facilities have been or will be provided;

FINDING: The proposed CSEF is sited in close proximity to the existing electric utility grid and there is public access available at the Property. There is no known agricultural drainage tile on the Property. The proposed CSEF does not require public utilities such as sewer and water. As a result, there are adequate public utilities, access roads, drainage and/or necessary facilities for the proposed CSEF.

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;

FINDING: The proposed access for the CSEF is off of IL HWY 9. This road is under the jurisdiction of the Illinois Department of Transportation. The Applicant will work in good faith with the State to ensure ingress and egress measures are taken to minimize traffic congestion in the public streets. As discussed above, the Applicant will enter into a road use agreement with the appropriate road authorities having jurisdiction. This

¹ Kirkland Appraisals, LLC, “Fox Solar Impact Study” (Raleigh, North Carolina, June 28, 2016).

² National Association of Realtors, “Field Guide to Wind Farms and Their Effect on Property Values” (Chicago, IL, 2017), <https://www.nar.realtor/field-guides/field-guide-to-wind-farms-their-effect-on-property-values>.

process will ensure adequate measures are taken to provide appropriate ingress and egress to the CSEF. Once construction is complete, the Facility is unmanned and is anticipated to generate approximately one vehicle trip in a pick-up truck every four to six weeks.

- f. The proposed Commercial Solar Energy Facility is not contrary to the objectives of the current comprehensive plan of the County (if any); and*

FINDING: Pursuant to 55 ILCS 5/5-12020(b), a County may adopt a zoning ordinance that regulates commercial solar energy facilities; however, the “standards...may not include requirements...that are more restrictive than specified” in 55 ILCS 5/5-12020 *et seq.* The state statute allows a County to adopt objective criteria for the siting of a CSEF, but does not allow a County to adopt subjective criteria such as objectives of a County’s comprehensive plan. Notwithstanding the foregoing, the proposed CSEF is not contrary to the objectives of the comprehensive plan of the County. The CSEF is sited in accordance with the CSEF Ordinance and state statute. The CSEF will be constructed and operated in compliance with applicable local, state, and federal laws and regulations.

- g. The Commercial Solar Energy Facility 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 Zoning Board of Appeals.*

FINDING: The proposed CSEF, in all other respects, conforms to the applicable regulations of the CSEF Ordinance and the AC zoning district. The CSEF will be constructed and operated in compliance with applicable local, state, and federal laws and regulations.

2. *Conditional Use Permit Conditions and Restrictions. The Zoning Board of Appeals may stipulate conditions, guarantees and restrictions, upon the establishment, location, construction, maintenance, and operation of the Commercial Solar Energy Facility as are deemed necessary for the protection of the public interest and to secure compliance with the standards and requirements of this Ordinance.*

FINDING: The Applicant acknowledges the ZBA may stipulate conditions upon the CSEF as are deemed necessary to secure compliance with the requirements of this CSEF Ordinance.

3. *Revocation.*

- a. *In any case where a Conditional Use Permit has been approved for a Commercial Solar Energy Facility, the Applicant shall apply for a Commercial Solar Energy Facility Building Permit from the County and all other permits required by other government or regulatory agencies to commence construction, and commence and actively pursue construction of the Project within thirty-six (36) months from the date of the granting of the Special Use Permit. If the Applicant fails to apply for a Commercial Solar Energy Facility Building Permit from the County and all other permits required by other government or regulatory agencies prior to construction and/or fails to commence and actively pursue construction of the Project within the thirty-six (36) month period, then without further action by the Zoning Board of Appeals, the Conditional Use Permit authorizing the construction and operation of the Commercial Solar Energy Facility shall be automatically revoked and void. Upon written request supported by evidence that the Applicant has diligently pursued issuance of all necessary government and regulatory permits for the Project required to commence construction and that any delay in commencement of construction of the Project is due to conditions out of his/her/its control, the Zoning Board of Appeals, in its sole discretion, may extend the above thirty-six (36) month period by passage of an ordinance that amends the Conditional Use Permit.*
- b. *The Conditional Use Permit shall be subject to revocation if the Applicant dissolves or ceases to do business, abandons the Commercial Solar Energy Facility or the Commercial Solar Energy Facility ceases to operate for more than twelve (12) consecutive months for any reason.*
- c. *Subject to the provisions of Article XI (Remedies), a Conditional Use Permit may be revoked by the Zoning Board of Appeals if the Commercial Solar Energy Facility is not constructed, installed and/or operated in substantial conformance with the Zoning Board of Appeals approved Project plans, the regulations of this Ordinance and the stipulated Conditional Use Permit conditions and restrictions.*

FINDING: The Applicant acknowledges this subsection of the CSEF Ordinance regarding Revocation of the CUP provided above.

4. *Transferability; Owner or Commercial Solar Energy Facility Permittee. The Applicant shall provide written notification to the Zoning Board of Appeals at least thirty (30) days prior to any change in ownership of a Commercial Solar Energy Facility of any such change in ownership. The phrase "change in ownership of a Commercial Solar Energy Facility" includes any kind of assignment, sale; lease, transfer or other conveyance of ownership or operating control of the Applicant, the Commercial Solar Energy Facility or any portion thereof. The Applicant or successors-in-interest or assignees of the Conditional Use Permit, as applicable, shall remain liable for compliance with all conditions, restrictions and obligations contained in the Conditional Use Permit, the provisions of this Ordinance and applicable County, state and federal laws.*

FINDING: The Applicant acknowledges this subsection of the CSEF Ordinance regarding Transferability provided above.

5. *Modification. Any modification of a Commercial Solar Energy Facility that alters or changes the essential character or operation of the Commercial Solar Energy Facility in a way not intended at the time the Conditional Use Permit was granted, or as subsequently amended, shall require a new Conditional Use Permit. The Applicant or authorized representative, shall apply for an amended Conditional Use Permit prior to any modification of the Commercial Solar Energy Facility.*

a. *Permit Effective Date: The Conditional Use Permit shall become effective upon approval of the ordinance by the Zoning Board of Appeals.*

FINDING: The Applicant acknowledges this subsection of the CSEF Ordinance regarding Modification provided above.

CSEF Ordinance – Interpretation

1. *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 Fulton County. These regulations are not intended to repeal, abrogate, annul or in any manner interfere with existing regulations or laws of the Fulton County nor conflict with any statutes of the State of Illinois.*

FINDING: The Applicant acknowledges this subsection of the CSEF Ordinance regarding Interpretation above. This application demonstrates the CSEF is in compliance with the CSEF Ordinance and applicable state statutes.

CSEF Ordinance – Severability

1. *If any section, paragraph, clause, phrase or part of this Ordinance is for any reason held invalid by any court or competent jurisdiction, such decision shall not affect the validity of the remaining provisions of these regulations.*

FINDING: The Applicant acknowledges this subsection of the CSEF Ordinance regarding Severability above. This application demonstrates the CSEF is in compliance with the CSEF Ordinance and applicable state statutes.

Conclusion:

Based on the above, this application complies with the relevant criteria in the Fulton County solar ordinance and 55 ILCS 5/5-12020 *et seq.* As a result, in accordance with 55 ILCS 5/5-12020(g), this application for a CSEF Conditional Use Permit shall be approved.



Petition for a Zoning Action

Fulton County, Illinois

Fulton County Zoning & Community Development
 Janice E. Emmons, Director
 257 West Lincoln Street
 Lewistown, IL 61542
 309-547-0902 zoning@fultonco.org
 Cell: 309-357-0291
 Hours: Mon. through Fri. 7:30 a.m. to 4:00 p.m.

Petitioner/Owner/Representative Information

Petitioner	Ben Franklin Electric LLC / Joshua C Kemper				
Address	16500 E IL 9 HWY				
City	Canton	State	Illinois	Zip	61520
Telephone	(309-224-3833)	Email	jckemperfarms@gmail.com		
Representative	Joe Driscoll / Midwest Green Energy, LLC				
Address	PO Box 1514				
City	Peoria	State	Illinois	Zip	61655
Telephone	(309-369-5686)	Email	mge@midwestgreenenergy.com		

Site Information Parcel Number 08-07-30-200-014

GPS Coordinates 40.562742, -90.208896

	Street Address:				
	City:		Zipcode:		
Legal Description	43.97 AC SEC 30 TWP 7 RNG 3 PT N 1/2				
Current Zoning <i>See definition sheet</i>	✓ AC	R1	R2	B	I
Change to:	✓ AC	R1	R2	B	I
Request for <i>See definition sheet</i>	Variance	✓ Conditional Use	Special Home Occ	Exception to Ordinance	Rezoning

AC-Agricultural Conservation District B-Business District
 R1-Residential 1 District I-Industrial District
 R2-Residential 2 District

Purpose		Clearly state the purpose for your request. Additional sheets may be attached.	
Install Solar Farm on existing agricultural property.			
Justification			
Clearly provide the Zoning Board of Appeals any facts or evidence that supports your purpose. Additional sheets may be attached.			
See Attached materials			
Certification			
		This request for zoning action will be placed on the Zoning Board of Appeals Agenda meeting on the last Wednesday of the month at 4:15 p.m. at the Fulton County Board Office, Lewistown, IL. The petition must be received with payment by the first day of that same month unless a holiday or weekend falls on the first day and then it must be received the first business day afterwards. Failure of the petitioner or the petitioner's representative to attend the Zoning Board of Appeals meeting may result in items being tabled. Incomplete or erroneous petitions, failure of the petitioner to submit the complete list of all adjacent property owners, or any other failure to submit accurate or required information may result in a delay of the public hearing being heard by the Zoning Board of Appeals. By signing below, the petitioner swears that the information is accurate to the best of his/her knowledge and that they understand the meaning of the statements above.	
Petitioner Signature		Date	

Adjoining and Adjacent Property Owners

Article VII-Section 1, Zoning Board of Appeals By-Laws

“—notice shall be sent to the Property Owners, as recorded in the County Recorder of Deeds or the Registrar of Titles Office of the County, or as it appears from the authentic tax records of this County of ALL PROPERTY ADJACENT TO, OR WITHIN 250’ IN EACH DIRECTION OF THE LOCATION for which the appeal, OCCUPIED BY ALL PUBLIC ROADS, STREETS, ALLEYS, AND OTHER PUBLIC WAYS shall be EXCLUDED in determining the 250’ requirement.

THE APPLICANT SHALL FURNISH THE BOARD A COMPLETE LIST containing the NAMES and last known ADDRESSES of the OWNERS OF THE PROPERTY required to be served at the time the application is filed.”

(Please type or print)

NAME	ADDRESS	PARCEL ID NUMBER
Joshua Wilkinson	1055 Lawrence Dr Canton, IL 61520	08-07-30-100-010
Brent Doerr	401 N 20 th Canton, IL 61520	08-07-30-100-011
Kevin Wheelwright	25365 N Rawalts Rd Canton IL 61520	08-07-30-100-012
Andrew Empey	25686 N CO Hwy 16 Canton IL 61520	08-07-30-100-013
Hemarg Doshi	18704 Holmes Ave Cerritos, CA 90703	08-07-30-200-015
Hemarg Doshi Green Farm MAGT Serv Inc	213 2 nd St PO Box 400 Dunlap IL 61525	08-07-30-200-015
George Fuller	12711 E IL 9 Hwy Canton, IL 61520	08-07-30-400-005
Thayne Ouellette Donald Lowe Trust #001	PO Box 501 Canton, IL 61520	08-07-30-300-007

I, the undersigned petitioner, do hereby certify that the above list of persons are the owners of all property adjacent to or within 250' each direction of the location for which I have requested a public hearing.

Signature	
Date:	

Please use additional sheets for names of property owners if necessary.

If a Petitioner is a Corporation, Please complete the following:

Corporation Name:	
Mailing Address	

Officers of the Corporation:

President:	
Address	
City/State/Zip	
Vice President:	
Address	
City/State/Zip	
Secretary:	
Address	
City/State/Zip	
Treasurer:	
Address	
City/State/Zip	

Please give **detailed** driving directions to the property:

DIRECTIONS: From Canton, Illinois head west on Il 9 HWY.
Before North Orchard Rd the property is on the north of Il 9 HWY

On the next page, provide a detailed sketch or aerial photograph of the property boundary with all dimensions, and the location of the request with dimensions to the sides of the property, as shown on the example sketches below. If there are structures, obstructions, or topographic features on the property that are a factor in the request, then they should be shown in the sketch with dimensions to the property lines or other lines.

See Attached Materials

FULTON COUNTY REAL ESTATE
TRANSFER TAX PAID \$ 80.00
J. NELSON, CLERK RECORDER

0822595

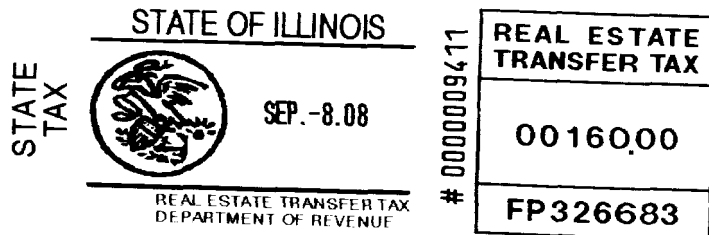
JAMES I. NELSON
COUNTY CLERK & RECORDER
FULTON COUNTY, IL

RECORDED ON
09/08/2008 09:55:56AM

REC FEE: 41.00
REV STMPs: 240.00
RHSP FEE: 10.00
PAGES: 3

This Document Prepared by:

GARY E. BARNHART
Barnhart Law Office, Ltd.
106 Martin Ave.
P.O. Box 478
Canton, Illinois 61520



TRUSTEE'S DEED

THIS INDENTURE, made this 5th day of September, 2008, by and between **C. MICHAEL HEWING, not individually, but as Trustee of the C. Michael Hewing Revocable Trust, dated March 28, 2002**, hereinafter **Grantor**, and **JOSHUA C. KEMPER**, a single person, hereinafter **Grantee**.

That Grantor, in consideration of the sum of Ten Dollars, the exchange of real estate and other good and valuable consideration in hand paid, does hereby grant, sell and convey unto said Grantee, TO HAVE AND TO HOLD the same unto said Grantee, and the Grantee's heirs and assigns forever the real estate described on Exhibit A.

THIS DEED is executed pursuant to and in the exercise of the power and authority granted to and vested in said Trustee by the terms of said deed or deeds in trust delivered to the said Trustee in pursuance of the trust agreement above mentioned. It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each of the warranties, indemnities, representations, covenants, undertakings and agreements made on the part of the Trustee herein, if any, are made and intended for the purpose of binding only that portion of the trust property specifically described herein and that this instrument is executed and delivered by the Trustee not in his own right, but solely in the exercise of the power conferred upon him as such Trustee and that no personal liability or personal responsibility is assumed by, nor shall at any time be

MSW-DEEDS
Hewing-Kemper Trustee's Deed
Sb

asserted or enforceable against the Grantor, individually, or any of the beneficiaries under the trust agreement under which title is held and conveyed hereunder on account of or in any way growing out of any warranty, indemnity, representation, covenant, undertaking or agreement contained herein or expressed or implied herein and all such personal liability, if any, is expressly waived and released.

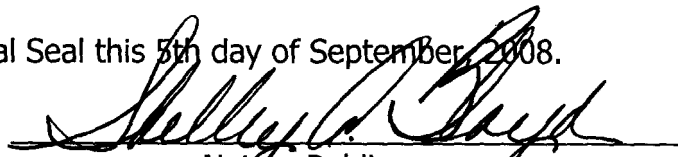
IN WITNESS WHEREOF, said Grantor, not individually, but as Trustee aforesaid, has hereunder set his hand and seal the day and year first above written.


C. Michael Hewing, Trustee

STATE OF ILLINOIS,)
) SS.
COUNTY OF FULTON.)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that C. MICHAEL HEWING, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as the free and voluntary act of the Trustee and of the Trust aforesaid pursuant to the trust powers in existence at the time of this conveyance and in accordance with the Trust Agreement for the uses and purposes herein set forth.

Given under my hand and Notarial Seal this 5th day of September, 2008.


Notary Public

Mail Tax Notice & Return Deed To:

Joshua C. Kemper
16500 E. IL 9
Canton, IL 61520

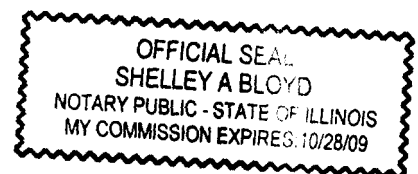


EXHIBIT A

The West 43.97 acres, more or less, of the following described real estate, to-wit:

A part of the North Half of Section 30, Township 7 North, Range 3 East of the Fourth Principal Meridian, Fulton County, Illinois, more particularly described as follows and bearings refer to Illinois State Plane Coordinate System, West Zone:

Commencing at the West Quarter corner of said Section 30, thence along the South line of said North Half bearing North 89° 47' 17" East, a distance of 945.02 feet to the projection of a fence line and the point of beginning of the parcel to be described;

From said point of beginning; thence along said projection, said fence line and beyond bearing North 02° 10' 59" West, a distance of 1312.03 feet; thence bearing South 87° 17' 56" East, a distance of 2310.00 feet to the projection of a fence line; thence along said projection and beyond bearing South 00° 57' 21" East, a distance of 1193.97 feet to said South line; thence along said South line bearing South 89° 47' 17" West, a distance of 2277.39 feet to the point of beginning.

Subject to 2008 general real estate taxes, easements, covenants and restrictions of record and the rights, if any, of the public for roadway purposes along the South side of the above described parcel.

Ben Franklin Electric, LLC Solar Facility - Overview

FOR ZONING PURPOSES ONLY
NOT FOR CONSTRUCTION



Structural Engineering Only.
Stamped on 8/6/2024.



Line Type Legend	
	- Property Boundary
	- Fence
	- Vegetation Buffer
	- Equipment Pad
	- Gate Access
	- Solar Panels
	- Work Lane

Site Data	
Parcel #	- 08-07-30-200-014
Owner	- Joshua C Kemper
Parcel	- 40 Acres
Use	- Solar Energy System
Setback	- Fencing is 50' from Property Line
A	- 08-07-30-100-011
B	- 08-07-30-300-005
C	- 08-07-30-200-016
D	- 08-07-30-100-013

Ben Franklin Electric, LLC Solar Facility - General Notes

1.

BOUNDARY INFORMATION SHOWN ON THIS PLAN IS PER FULTON COUNTY GIS DATA.
2.

TAX MAP INFORMATION OBTAINED FROM FULTON COUNTY GIS VIEWER.
3.

DIMENSIONS PROVIDED ARE FOR GUIDANCE ONLY,
4.

DRIVEWAY PERMITS MUST BE APPROVED BY THE AUTHORITY HAVING JURISDICTION PRIOR TO CONSTRUCTION,
5.

PROJECT AREA, INCLUDING CONSTRUCTION STAGING AREAS, WILL BE CLEARED AND GRUBBED AS NECESSARY, RETAINING PRE-DEVELOPMENT DRAINAGE PATTERNS (I.E. NO MASS GRADING). THE ONLY PERMANENT IMPERVIOUS SURFACES WILL BE CONCRETE EQUIPMENT PADS AND PILE SECTIONS FOR SUPPORT OF THE PV STRUCTURE,
6.

PROPOSED TEMPORARY LAY DOWN YARD/ CONSTRUCTION, A PORTION OF THIS AREA WILL BE COVERED WITH GRAVEL OR OTHER TEMPORARY SURFACE TO ALLOW DELIVERY OF CONSTRUCTION MATERIALS. FOLLOWING CONSTRUCTION, THE ENTIRE AREA IS RESTORED TO PRE-CONSTRUCTION CONDITIONS,
7.

PROPOSED 22 FEET WIDE ACCESS GATE (TWO 11' SECTIONS) IS MINIMUM 7 FEET TALL CHAIN LINK, PROPOSED PERIMETER SECURITY FENCE IS MINIMUM 7 FEET IN HEIGHT. KNOX BOX WILL BE PROVIDED TO ALLOW EMERGENCY PERSONNEL ACCESS (AS DESIGNATED BY FULTON COUNTY). GATE WILL BE CLEARLY LABELED WITH NUMBERING SCHEMA AS APPROVED BY FULTON COUNTY 911.
8.

NO LIGHT IS PROPOSED FOR THE SITE,
9.

ALUMINUM SIGNS ("DANGER - HIGH VOLTAGE" AND "DANGER - NO TRESPASSING") WILL BE PLACED ON PERMANENT 6 FEET TALL SECURITY FENCING, ALUMINUM SIGN "DANGER-HIGH VOLTAGE" WILL BE PLACED AT THE BASE OF ALL PAD MOUNTED TRANSFORMERS. VISIBLE, REFLECTIVE, COLORED OBJECTS (SUCH AS FLAGS, PLASTIC SLEEVES, REFLECTORS, OR TAPE) WILL BE PLACED ON ANCHOR POINTS OF GUY WIRES UP TO 15 FEET ABOVE GRADE.
10.

SYSTEMS, EQUIPMENT AND STRUCTURES WILL NOT EXCEED 12' IN HEIGHT WHEN GROUND MOUNTED. EXCLUDED FROM THIS HEIGHT REQUIREMENT ARE ELECTRIC TRANSMISSION LINES AND UTILITY POLES.
11.

IT IS ASSUMED WITHIN THIS PRELIMINARY DESIGN, THAT THE USEABLE SPACE ACCOMMODATES EVENTUAL EROSION & SEDIMENTATION CONTROL MEASURES, THAT WILL BE GOVERNED UNDER COUNTY AND/OR STATE REQUIREMENTS, ASSUMED BMP'S INCLUDE BUT ARE NOT LIMITED TO SILT FENCE, FIBER ROLLS, WASHOUT PITS, A TEMPORARY GRAVEL CONSTRUCTION ENTRANCE AND SEEDING AS NECESSARY,
12.

THE LOCATION OF PROPOSED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO: FENCING, SOLAR ARRAY RACKING, SOLAR ARRAY ORIENTATION, INVERTER/ TRANSFORMER PAD, OVERHEAD POLES & LINES, ETC., ARE SUBJECT TO MODIFICATION DUE TO SITE CONDITIONS, ADDITIONAL PERMITTING REQUIREMENTS, EQUIPMENT SPECIFICATIONS, AND/ OR OTHER CONSTRAINTS.
13.

BASED ON THE REVIEW OF THE USDA NRCS SOIL MAP AND SITE CONDITIONS, IT IS OUR JUDGEMENT THAT THE SITE-SPECIFIC SOILS AND SUBSURFACE CONDITIONS WILL BE ABLE TO SUPPORT THE PV SOLAR GROUND MOUNT APPARATUS, THE FOUNDATION DESIGNS WILL BE COMPLETED AFTER THE SITE-SPECIFIC GEOTECHNICAL SITE INVESTIGATIONS.

FOR ZONING PURPOSES ONLY
NOT FOR CONSTRUCTION



Structural Engineering Only.
Stamped on 8/6/2024.

Line Type Legend

- Property Boundary
- Fence
- Vegetation Buffer
- Equipment Pad
- Gate Access
- Solar Panels
- Work Lane

Site Data

Parcel # - 08-07-30-200-014
Owner - Joshua C Kemper
Parcel - 40 Acres
Use - Solar Energy System
Setback - Fencing is 50' from
Property Line

-
- A - 08-07-30-100-011

B - 08-07-30-300-005

C - 08-07-30-200-016

D - 08-07-30-100-013

Ben Franklin Electric, LLC

Solar Farm

Description
System Design - Complete
Ameren PreApproval - Complete
Fulton County Conditional Use Permit
Ameren Approval
Customer Contracts
Fulton County Construction Permit
Procure Long Lead Time Components
Ground Prep (Land Owner)
Procure Remaining System Components
Begin Construction
Internal Site Testing
Ameren Testing and Approval
Fulton County Permit to Operate
Begin Operations

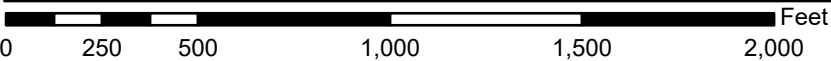
[illegible]

Regulation	Result	Necessary Actions
Wetlands Protection Executive Order 11990, particularly sections 2 and 5	See wetlands map which shows location of various man made wetlands.	No wetlands will be disturbed by this project. No further action is required to comply with Executive Order 11990.
Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR Part 55	See Fema Floodplain Map which shows no floodplains on the project site.	No further action is required to comply with Executive Order 11988.
Underground mines	See IL Mine Map which shows no underground mines at the project site.	No further action is necessary.
Real Property Conservation Rights Act	See Conservation map which shows no protected natural lands on the project site.	No further action is required to comply with the Real Property Conservation Rights Act.
Public Conservation Land	See Conservation map which shows no protected natural lands on the project site.	No further action is required to comply with the Real Property Conservation Rights Act.

National Flood Hazard Layer FIRMMette



90°12'52"W 40°33'57"N



1:6,000

90°12'14"W 40°33'30"N

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



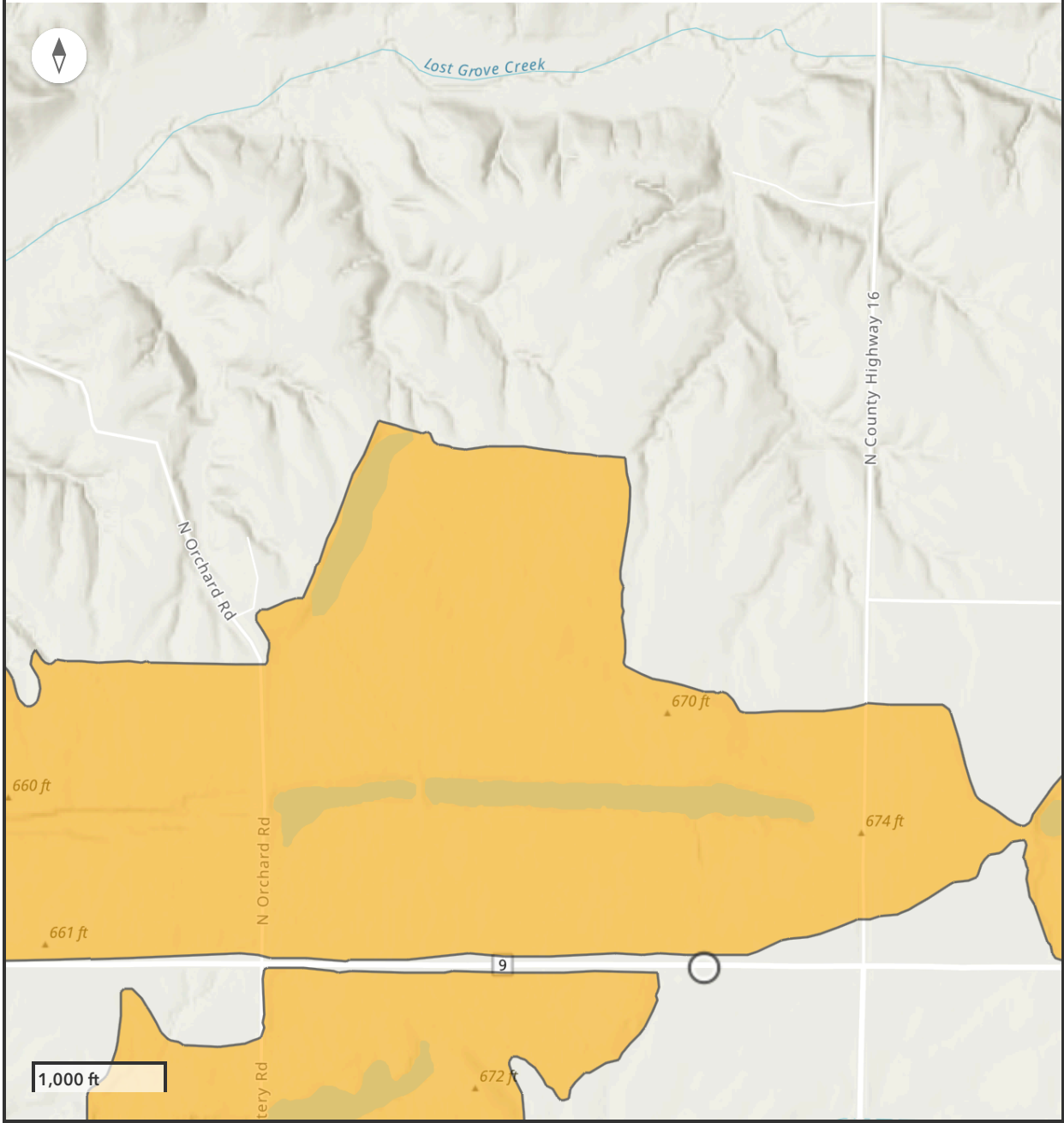
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/7/2024 at 7:39 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



Coal Mine Entries Coal Mines



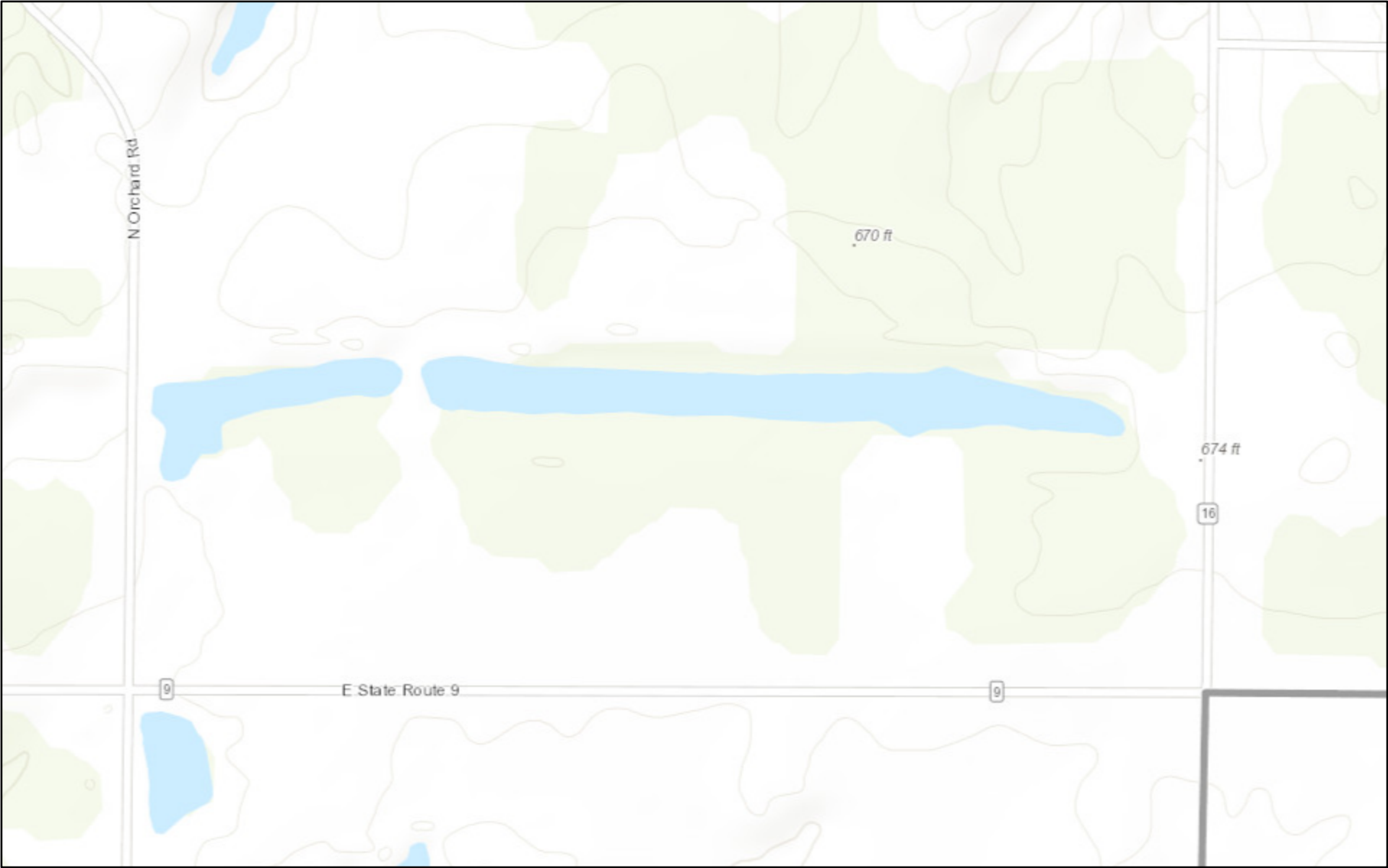
Surface	Underground	Indefinite Underground Mine Boundary	Underground Mine Buffer Region
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Non Fuel Mine Entries Non Fuel Mines

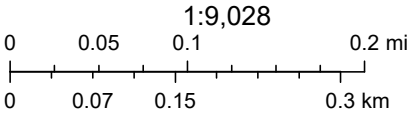


Non Fuel Mines	Non Fuel Mine Buffer Region
----------------	-----------------------------

Protected Natural Lands & Municipal Parks Tax ID # 08-07-30-200-014



7/7/2024, 7:06:00 PM



Iowa DNR, Missouri Dept. of Conservation, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA

ArcGIS Web AppBuilder

Decommissioning and Deconstruction Plan
Ben Franklin Electric, LLC
5MW Solar Facility Joshua Township
Fulton County, Illinois

August 5, 2024

PREPARED FOR:

Ben Franklin Electric, LLC
16500 E IL 9 HWY
Canton, IL 61520

PREPARED AND SEALED BY:

José J. Rivera, PE, LEED AP
2031 Hearthstone Dr, Carrollton, TX 75010
jrivera@riveramep.com - 214.724.6134

08/05/2024



Table of Contents

Introduction	3
Decommissioning of the Solar Facility	4
Equipment Dismantling and Removal.....	4
Environmental Effects.....	5
Site Restoration	5
Managing Materials and Waste	5
Decommissioning Notification.....	6
Decommissioning Costs and Financial Assurance	6
Approvals	6
Conclusion	7

Introduction

Ben Franklin Electric, LLC ("**BFE**") proposes to build a photovoltaic (PV) solar facility ("**Solar Facility**") in Joshua Township, Fulton County, Illinois. The Solar Facility will be located on Highway IL Route 9 in Fulton County with parcel identification number 08-07-30-200-014. The facility site is accessible on the south side of the property off of IL Route 9.

The Solar Facility is planned to have a nameplate capacity of approximately 5 megawatts (MW) alternating current (AC) and will be built on a 40-acre portion of private agricultural land ("**Facility Site**").

The site is located adjacent to predominately agricultural parcels to the east and west. These parcels are mostly comprised of farmland used for annual crop production. The parcel to the north and south are used for mixture of agricultural land, livestock, small pond and low-density single family residential. The Canton city limits are 8 miles directly to the east of the proposed facility. The existing conditions on the Facility Site include agricultural land in annual crop production with high voltage electric utility lines on the south portion of the property. There is no known agricultural drainage tile infrastructure on the subject property. The Facility Site is located outside of any flood hazard areas identified by the Federal Emergency Management Agency (FEMA).

This Decommissioning and Deconstruction Plan ("**Plan**") is developed according to the standards within the Agricultural Impact Mitigation Agreement (Standard Solar AIMA V.8.19.19)¹ and 55 ILCS 5/5-12020. This Plan provides an overview of activities that will occur during the decommissioning phase of the Solar Facility, including the following: activities related to the restoration of land, removal of underground cabling and support structures, repair of compaction and rutting, prevention of soil erosion, removal of access roads, weed mitigation, the management of materials and waste, projected costs, and financial assurance or funds overview.

The Solar Facility will have an estimated useful lifetime of 30 years or more. This Plan assumes that the Solar Facility will be dismantled and that the Facility Site will be restored to a state substantially similar to its pre-construction condition at the end of its useful lifetime or upon abandonment of a Solar Facility for any reason. As stated in the AIMA, decommissioning of the facility shall occur within twelve months after the useful life of the Solar Facility.

Deconstruction and decommissioning of the Solar Facility will include the disconnection of the Solar Facility from the electrical grid and the removal of all Solar Facility related equipment in accordance with the AIMA and the agreement with the landowner, including:

- Photovoltaic (PV) modules (panels), panel racking, and foundation supports;
- Inverter units, substation(s), transformer(s), energy storage facilities, and other electrical equipment;
- Access roads, wiring cables, communication tower, perimeter fencing; and,

¹ Illinois Department of Agriculture, "Agricultural Impact Mitigation Agreements," Standard Solar Agricultural Impact Mitigation Agreement (V.8.19.19), 2023, <https://agr.illinois.gov/resources/aima.html>

- Storage containers, staging yard areas, buildings (if any), and concrete foundations (if any).

This decommissioning plan is based on current best management practices and procedures. Nonetheless, this Plan may be subject to revision based on new standards and emergent best management practices at the time of decommissioning. Permits will be obtained as required and notification will be given to stakeholders prior to decommissioning.

Decommissioning of the Solar Facility

At the time of decommissioning, the installed components will be removed, reused, disposed of, and recycled, where possible. Decommissioning includes removal of structures installed above ground and below ground. The Facility Site will be restored to a state substantially similar to its pre-construction condition. All removal of equipment will be done in accordance with any applicable local, state, and federal regulations and manufacturer recommendations. All applicable permits will be acquired.

Equipment Dismantling and Removal

Generally, the decommissioning of a Solar Facility proceeds in the reverse order of the installation.

1. The Solar Facility shall be disconnected from the utility power grid.
2. PV modules shall be disconnected, collected, and disposed of at an approved solar module recycler or reused / resold on the market. Although the PV modules will not be cutting edge technology at the time of decommissioning, they are estimated to still produce electricity output and add value for many years.
3. All aboveground, and all underground electrical interconnection and distribution cables shall be removed and disposed off-site by an approved facility.
4. Galvanized steel PV module support and racking system support posts shall be removed and disposed off-site by an approved facility. All above ground portions of the supports shall be removed, and below ground portions shall be removed.
5. Electrical and electronic devices, including transformers and inverters shall be removed and disposed off-site by an approved facility.
6. Concrete foundations (if any) shall be removed and disposed off-site by an approved facility.
7. Fencing shall be removed and will be disposed off-site at an approved facility.

The below ground portions of the Solar Facility will be removed entirely where practical. Any supports that are more firmly anchored, or difficult to pull out, will be cut off to a depth below the surface, and the remaining support may be left in place. This depth will not impact the ability of the land to be returned to farming or agricultural activities.

No hazardous materials are used during the construction or operation of the solar facility. As such, the disposal of any hazardous materials or waste will not be required as part of the decommissioning process.

Environmental Effects

Decommissioning activities, particularly the removal of project components, could result in environmental effects similar to those of the construction phase. For example, there is the potential for disturbance (erosion/sedimentation/fuel spills) to adjacent watercourses or significant natural features. Mitigation measures similar to those employed during the construction phase of the Solar Facility will be implemented. These will remain in place until the site is stabilized in order to mitigate erosion and silt/sediment runoff and any impacts on the significant natural features or water bodies located adjacent to the Facility Site. It is anticipated that a Storm Water Pollution Prevention Plan (SWPP) and a National Pollutant Discharge Elimination System (NPDES) Permit from the Illinois Environmental Protection Agency (IEPA) will be required as part of the decommissioning process.

Road traffic will temporarily increase due to the movement of decommissioning crews and equipment. There may be an increase in particulate matter (dust) in adjacent areas during the decommissioning phase. Decommissioning activities may lead to temporary elevated noise levels from heavy machinery and an increase in trips to the project location. Work will be undertaken during daylight hours and conform to any applicable restrictions.

Site Restoration

Through the decommissioning phase, the Facility Site will be restored to a state similar to its pre- construction condition. All project components will be removed.

All portions of the Facility Site that were impacted by vehicles or machinery during construction, operation, and decommissioning that experienced compaction and/or rutting will be restored. The prior agricultural land will be ripped to a depth of 18 inches where practicable to restore the land to equivalent conditions prior to construction. These disturbed areas shall then be disked. Rehabilitated lands may be seeded with appropriate vegetation, such as low-growing species, to help stabilize soil conditions, enhance soil structure, and increase soil fertility.

Managing Materials and Waste

During the decommissioning phase a variety of excess materials and waste will be generated. Most of the materials used in a Solar Facility are reusable or recyclable and some equipment may have manufacturer take-back and recycling requirements. Any remaining materials will be removed and disposed of off-site at an appropriate licensed facility. BFE will establish policies and procedures to maximize recycling and reuse and will work with manufacturers, local subcontractors, and waste firms to segregate material to be disposed of, recycled, or reused.

BFE will be responsible for the logistics of collecting and recycling the PV modules and to minimize the potential for modules to be discarded in the municipal waste stream. Currently, some manufacturers and new companies are looking for ways to recycle and/ or reuse solar modules when they have reached the end of their lifespan. It is anticipated there will be more recycling options available for solar modules at the time of decommissioning. BFE will ensure that the disposition of the solar modules will use best management practices.

Decommissioning Notification

Decommissioning activities may require the notification of stakeholders given the nature of the works at the Facility Site. Fulton County in particular will be notified prior to commencement of any decommissioning activities. Six months prior to decommissioning, JCK will update the list of stakeholders and notify appropriate municipalities of decommissioning activities. Federal, county, and local authorities will be notified as needed to discuss the potential approvals required to engage in decommissioning activities.

Decommissioning Costs and Financial Assurance

BFE will provide the County with financial assurance to cover the estimated net costs of deconstruction of the Solar Facility. The estimated net cost to decommission the Solar Facility is provided in Exhibit A. As defined in the AIMA, the term "financial assurance" is a reclamation or surety bond or other commercially available financial assurance that is acceptable to the County, with the County or Landowner as beneficiary. Provision of this financial assurance will be phased in over the first 11 years of the Solar Facility's operation according to the requirements in the AIMA as follows:

1. On or before the first anniversary of the commercial operation date, JCK shall provide Fulton County with financial assurance to cover ten (10) percent of the estimated net costs of deconstruction of the facility as determined in the deconstruction plan.
2. On or before the sixth anniversary of the commercial operation date, JCK shall provide Fulton County with financial assurance to cover fifty (50) percent of the estimated net costs of deconstruction of the facility as determined in the deconstruction plan.
3. On or before the eleventh anniversary of the commercial operation date, JCK shall provide Fulton County with financial assurance to cover one hundred (100) percent of the estimated net costs of deconstruction of the facility as determined in the updated deconstruction plan provided during the tenth year of commercial operation.

Prior to the commencement of construction, JCK will file this Plan with the County. The County shall have access to the financial assurance for the expressed purpose of completing decommissioning if decommissioning is not completed by BFE within twelve months of the end of the project life or facility abandonment. The County will have access to the facility property, pursuant to reasonable notice, to effect or complete decommissioning using the facility owner's financial security for decommissioning. This Plan ensures financial resources will be available to fully decommission the site. A draft Performance Guaranty between JCK and the County, which identifies procedures for County's access to financial assurances, is provided in Exhibit B.

Approvals

Well-planned and well-managed commercial solar energy facilities are not expected to pose environmental risks at the time of decommissioning. Decommissioning of a Solar Facility will

follow all applicable standards present at the time deconstruction and decommissioning occurs. JCK will ensure that any required permits are obtained prior to decommissioning, including any applicable Fulton County ordinances and/ or regulations of the Illinois Environmental Protection Agency or the United States Environmental Protection Agency.

As required by the Illinois Department of Agriculture ("**IDOA**"), a signed AIMA between the facility owner and IDOA is included with JCK's application to Fulton County for a conditional use permit. The standards contained within the AIMA are applicable to the construction and deconstruction activities which occur on privately owned agricultural land. Except for specific items in the financial assurance section of the AIMA, all actions set forth in the AIMA are subject to modification by JCK as the landowner. The decommissioning will be in compliance with 55 ILCS 5/5-12020. This statute states a County shall not require standards for decommissioning or deconstruction of a commercial solar energy facility or relate financial assurances that are more restrictive than those included in the Department of Agriculture's standard solar agricultural impact mitigation agreement, version 8.19.19, as applicable and in effect on December 31, 2022.

In accordance with the AIMA, Fulton County may, but is not required to, reevaluate the estimated costs of deconstruction of the Solar Facility after the tenth anniversary of the commercial operations date, and every five years thereafter. This Plan will be updated and submitted to Fulton County as necessary over the term of the Solar Facility to ensure that changes in technology and site restoration methods are taken into consideration.

Conclusion

This Decommissioning and Deconstruction Plan ensures the Solar Facility is properly decommissioned upon the end of the useful life of the facility. The terms of this decommissioning plan will be binding upon the facility owner and any of its successors, assigns, or heirs.

Exhibit A

Estimated Net Deconstruction Costs

Net Decommissioning Costs					
Project Name	Josh Kemper 5MW Solar				
County	Fulton County, Illinois				
Nameplate capacity	5 MW(AC)				
Removal/Disposal					
1	Solar Modules	10,980	Units	\$4.00	\$43,920.00
2	Inverters	20	Units	\$300.00	\$6,000.00
3	Transformer	1	Units	\$3,000.00	\$3,000.00
4	Racking Frame (Steel)	410	Units	\$140.00	\$57,422.25
5	Racking Posts (Steel)	1,230	Units	\$5.50	\$6,767.62
6	Wire (Aluminum)	27,344	LF	\$0.15	\$4,101.57
7	Wire (Copper)	68,360	LF	\$0.08	\$5,468.76
8	Asphalt	0	SY	\$50.00	\$0.00
9	Concrete	68	CY	\$80.00	\$5,468.76
10	Gravel	342	CY	\$3.00	\$1,025.39
11	Chain Link Fence	9,570	LF	\$1.00	\$9,570.34
Site Restoration					
12	Grading/Seeding/ Mulching	25	AC	\$1,000.00	\$25,000.00
				Sub Total	\$162,275.93
Salvage Value					
13	Solar Modules	10,980	Units	\$3.00	\$32,940.00
14	Inverters	20	Units	\$175.00	\$3,500.00
15	Transformer	1	Units	\$4,000.00	\$4,000.00
16	Racking Frame (Steel)	341,661	LB	\$0.09	\$30,749.49
17	Racking Posts (Steel)	136,582	LB	\$0.09	\$12,292.41
18	Wire (Aluminum)	11,621	LB	\$0.65	\$7,553.73
19	Wire (Copper)	5,127	LB	\$3.25	\$16,662.64
20	Chain Link Fence	40,961	LB	\$0.11	\$4,505.71
				Sub Total	\$112,203.98
				Net Cost of Decommissioning	\$50,071.95

Exhibit B

Draft Performance Guaranty

PERFORMANCE GUARANTY

This performance guaranty ("Guaranty") is made as of _ _ _ _ 2024, Ben Franklin Electric, LLC ("**Applicant**"), to and for the benefit of Fulton County, Illinois ("**County**"), and its successors and assigns.

RECITALS:

A. Applicant applied for a conditional use permit ("**CUP**") from County for the development and operation of a 40-acre commercial solar energy facility in Fulton County on part of Fulton County parcel identification numbers 08-07-30-200-014 ("**Project**"). Fulton County approved the application granting the requested CUP pursuant to _ _ _ _ _ effective _ _ _ _ _ The CUP approval obligates the Applicant to completely remove the solar panels and related equipment in accordance with the decommissioning plan submitted with its application ("Decommissioning Plan") within twelve months of the end of the solar facility's operating life. In particular, the CUP approval requires Applicant to provide a performance guarantee in a form approved by the County for payment to County should Applicant fail to perform its decommissioning obligations.

B. Applicant has provided County with a copy of the Decommissioning and Deconstruction Plan, including a cost analysis, dated - - prepared by _____, an Illinois licensed Professional Engineer (Illinois License Number _____), of _____ Engineering. The plan estimates that the projected cost of decommissioning in accordance with the Decommissioning Plan will be fifty thousand seventy one and 95/100 dollars (\$50,071.95) ("**Estimate**").

C. County is willing to accept this Guaranty from Applicant as fulfilling the requirements imposed on Applicant under the CUP only if the Applicant agrees to provide a bond from a surety company that unconditionally guarantees payment of up the full amount of the Estimate, which is the sum of fifty thousand seventy one and 95/100 dollars (\$50,071.95) ("**Guaranteed Sum**").

AGREEMENT

NOW, THEREFORE, to satisfy County's condition to the granting of the CUP to Applicant, enabling Applicant to proceed with the development of the Project, Applicant agrees as follows:

1. **Guaranty.** Applicant irrevocably, unconditionally, and absolutely guarantees to and for the benefit of County the due, punctual and full payment of the costs of Project decommissioning, as outlined in the Decommissioning Plan, in the event and to the extent that Applicant fails to fulfill its obligations under the Decommissioning Plan, plus interest and costs of enforcement and collection of this Guaranty as provided herein, up to the maximum amount of the Guaranteed Sum. This is a continuing guaranty which shall remain in full force and effect until the Project is fully decommissioned or the Guaranteed Sum has been fully paid as set forth below, whichever shall first occur.

2. **Form and Manner of Payment.** County requires that the Applicant's obligations be secured by a bond ("**Bond**") substantially in the form of the attached **Exhibit A** issued in favor of County by a surety company reasonably satisfactory to County ("**Surety**"). The Bond shall be in an amount equal to the Guaranteed Sum, payable to County as provided in the Bond and this Guaranty, and shall continue in force for the duration of the Guaranty. The County shall not unreasonably withhold its consent to a request by Applicant to replace the Bond or Surety with a substitute bond or surety so long as such substitute is commercially equivalent and capable of fulfilling the original commitment.

3. **Applicant's Obligations are Absolute.** The obligations of Applicant under this Guaranty are absolute and unconditional, not subject to any counterclaim, set-off, recoupment, deduction or defense based upon any claim Applicant may have against County and shall remain in full force and effect without regard to, and shall not be released, discharged or terminated or in any other way affected by, any circumstance or condition (whether or not Applicant shall have any knowledge or notice thereof), including without limitation any waiver by County of any breach of the CUP by Applicant. Notwithstanding the foregoing, Applicant and Surety shall have no payment obligation hereunder unless and to the extent Applicant shall fail to perform its obligations under the Decommissioning Plan.

4. **Waiver of Defenses.** Applicant unconditionally waives the following: (a) notice of acceptance of this Guaranty and of any matters referred to in Section 3 above or (b) any requirement that County act with diligence in enforcing its rights under the CUP or this Guaranty. The intention of Applicant under this Guaranty is that if Applicant shall have failed to fulfill its obligations pursuant to the Decommissioning Plan and any of the Guaranteed Sum remains unpaid by Applicant or pursuant to the Bond from Surety, the obligations of Applicant hereunder shall not be discharged except by a written release of the obligations by County or by performance and then only, in each such instance, to the extent of such release or performance.

5. **Expenses.** Applicant agrees to pay on demand and whether or not suit is brought, all costs and out of pocket expenses, including without limitation court costs and expenses, bankruptcy and insolvency costs and expenses and the reasonable fees and disbursements of legal counsel, incurred by or on behalf of County in connection with the

enforcement, defense or interpretation of Applicant's obligations under this Guaranty, or the protection of County's rights under this Guaranty.

6. Substitution of Applicant. Notwithstanding any other provision contained in this Guaranty, if Applicant's interest the Project shall be fully transferred by sale or otherwise prior to the full decommissioning of the Project, County shall not unreasonably withhold its consent to a request by Applicant for its release from this Guaranty so long as a substitute guarantor reasonably acceptable to County and giving the same commitments as provided herein is provided.

7. Waiver. Neither this Guaranty nor any term hereof may be changed, waived, discharged or terminated except by an instrument in writing signed by County and Applicant expressly referring to this Guaranty and to the provisions so changed or limited. No such waiver shall extend to or affect any obligation not expressly waived or impair any right consequent thereon. No course of dealing or delay or omission on the part of County in exercising any right under this Guaranty shall operate as a waiver thereof or otherwise be prejudicial thereto.

8. Notices. Any demand or notice required or permitted to be given by County to Applicant under this Guaranty shall be in writing and shall be deemed to have been duly given if delivered personally or by overnight courier service or if sent by registered or certified mail, return receipt requested, addressed to Applicant at the address for notices set forth below Applicant's signature below or any other address furnished by Applicant to County. Any notice delivered to Applicant's designated address in the manner set forth herein shall be deemed to have been received by Applicant at the time the notice is delivered at the designated address. Applicant shall provide County with the notice address for Surety at the time of delivery of the Bond.

9. Counterparts; Facsimile and Scanned Email Signatures. This Guaranty may be executed in counterparts and when each party has signed and delivered at least one such executed counterpart to the other party, then each such counterpart shall be deemed an original, and, when taken together with the other signed counterpart, shall constitute one agreement which shall be binding upon and effective as to all signatory parties. Facsimile and scanned email signatures shall operate as originals for all purposes under this Guaranty.

10. Governing Law/Jurisdiction. This Guaranty shall be governed by and construed in accordance with the laws of the State of Illinois and the obligations, rights and remedies of Applicant and County hereunder shall be determined in accordance with such laws without, however, giving effect to any provisions thereof that would require application of the laws of any other jurisdiction. Applicant hereby consents to the jurisdiction of the courts of the State of Illinois.

11. Invalid Provisions. If any provision of this Guaranty or the application thereof to Applicant or any circumstance in any jurisdiction whose laws govern this Guaranty shall, to any extent, be invalid or unenforceable under any applicable statute, regulation or rule of law, then such provision shall be deemed inoperative to the extent of such invalidity or unenforceability and shall be deemed modified to conform to such statute, regulation or rule of law. The remainder of this Guaranty and the application of any such invalid or unenforceable provision to parties, jurisdictions or circumstances other than those to whom or to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability nor shall such invalidity or unenforceability affect the validity or enforceability of any other provision of this Guaranty.

12. General Provisions. This Guaranty shall be binding upon the respective heirs, legal representatives, successors and assigns of Applicant, and shall inure to the benefit of County and its successors and assigns. Descriptive headings of the Sections of this Guaranty have been inserted herein for convenience of reference only and shall not define or limit the provisions hereof.

APPLICANT:

Joshua C Kemper

Land Owner

By: Josh Kemper

Name: _____

Its: _____

Address:

16500 E IL 9 HWY
Canton, IL 61520

Illinois Department of Agriculture
AGRICULTURAL SITE - REVIEW INFORMATION
For **Solar Projects** Requesting Agricultural Impact Mitigation Agreements

Return to: **Illinois Department of Agriculture**
Bureau of Land and Water Resources
Phone 217-782-6297
Email AGR.AIMA@illinois.gov

Complete this Agricultural Site Review Information sheet and attach to each Solar Agricultural Impact Mitigation Agreement being submitted. Be sure to **include an aerial location map** delineating the site in relation to the city/village's corporate boundaries. **Email** all information to AGR.AIMA@illinois.gov

Date Submitted 7/1/2024

APPLICANT Joshua C Kemper **County** Fulton

Contact Person Joe Driscoll **Phone** (309) 369-5686

Email MGE@midwestgreenenerg

List the project's contact person in the event that additional information is required. It is preferable to list the project's consultant and/or engineer since they usually possess the more detailed information needed to complete our review. The IDOA has a 30-day review period in which to provide comments to the applicant once all pertinent information has been received.

Address PO Box 1514

City Peoria **ZIP** 61655

1. Number of acres in the site 44.3 TWP 7 Range 3 PT N Section 30
2. Will the site be converted from an agricultural to a non-agricultural use? ☐ Yes ☒ No
3. Site is located within municipality's corporate boundaries ☐ Yes ☒ No
4. Distance of site to nearest incorporated municipal boundaries 1.36 miles
(specify to nearest tenth-mile)

LAND USE

5. List the number of acres for each land use.
Cropland 44.3 ac Pasture 0 ac Forest 0 ac Other 0 ac
If **Other**, specify land use and land cover _____

6. County Permit issued? ☐ Yes ☒ No
7. Will other state or federal funds be used for this project? ☐ Yes ☐ No
If **YES**, list the name(s) of participating agencies:
- | | | |
|----------------------------|-------------------------------------|--|
| 1) - <u>REAP</u> | state \$ ☐ | federal \$ ☒ |
| 2) - <u>Illinois Shine</u> | ☒ | ☐ |

Submit by Email

STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT

between

Joshua C Kemper

and the

ILLINOIS DEPARTMENT OF AGRICULTURE

Pertaining to the Construction of a Commercial Solar Energy Facility

in

Fulton County, Illinois

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

Joshua C Kemper, hereafter referred to as Commercial Solar Energy Facility Owner, or simply as Facility Owner, plans to develop and/or operate a 5MW Commercial Solar Energy Facility in Fulton County [GPS Coordinates: 40.562742 -90.208896], which will consist of up to 35 acres that will be covered by solar facility related components, such as solar panel arrays, racking systems, access roads, an onsite underground collection system, inverters and transformers and any affiliated electric transmission lines. This AIMA is made and entered between the Facility Owner and the IDOA.

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

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

Conditions of the AIMA

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

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

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

Definitions

Abandonment

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

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

Deconstruction	The removal of a Facility from the property of a Landowner and the restoration of that property as provided in the AIMA.
Deconstruction Plan	A plan prepared by a Professional Engineer, at the Facility's expense, that includes: (1) the estimated Deconstruction cost, in current dollars at the time of filing, for the Facility, considering among other things: i. the number of solar panels, racking, and related facilities involved; ii. the original Construction costs of the Facility; iii. the size and capacity, in megawatts of the Facility; iv. the salvage value of the facilities (if all interests in salvage value are subordinate to that of the Financial Assurance holder if abandonment occurs); v. the Construction method and techniques for the Facility and for other similar facilities; and (2) a comprehensive detailed description of how the Facility Owner plans to pay for the Deconstruction of the Facility.
Department	The Illinois Department of Agriculture (IDOA).
Financial Assurance	A reclamation or surety bond or other commercially available financial assurance that is acceptable to the County, with the County or Landowner as beneficiary.
Landowner	Any person with an ownership interest in property that is used for agricultural purposes and that is party to an Underlying Agreement.
Prime Farmland	Agricultural Land comprised of soils that are defined by the USDA Natural Resources Conservation Service (NRCS) as "Prime Farmland" (generally considered to be the most productive soils with the least input of nutrients and management).
Professional Engineer	An engineer licensed to practice engineering in the State of Illinois.
Soil and Water Conservation District (SWCD)	A unit of local government that provides technical and financial assistance to eligible Landowners for the conservation of soil and water resources.
Tenant	Any person, apart from the Facility Owner, lawfully residing or leasing/renting land that is subject to an Underlying Agreement.
Topsoil	The uppermost layer of the soil that has the darkest color or the highest content of organic matter; more specifically, it is defined as the "A" horizon.
Underlying Agreement	The written agreement between the Facility Owner and the Landowner(s) including, but not limited to, an easement, option, lease, or license under the terms of which another person has constructed, constructs, or intends to construct a Facility on the property of the Landowner.

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

Construction and Deconstruction Standards and Policies

1. Support Structures

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

2. Aboveground Facilities

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

3. Guy Wires and Anchors

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

4. Underground Cabling Depth

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

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

5. Topsoil Removal and Replacement

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

6. Rerouting and Permanent Repair of Agricultural Drainage Tiles

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

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

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

C. Maintaining Surrounding Area Subsurface Drainage

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

D. Re-establishing Subsurface Drainage Within Facility Footprint

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

- E. If there is any dispute between the Landowner and the Facility Owner on the method of permanent drainage tile line repair, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.
- F. During Deconstruction, all additional permanent drainage tile line repairs beyond those included above in Section 6.D. must be made within 30 days of identification or notification of the damage, weather and soil conditions permitting. At other times, such repairs must be made at a time mutually agreed upon by the Facility Owner and the Landowner. If the Facility Owner and Landowner cannot agree upon a reasonable method to complete this restoration, the Facility Owner may implement the recommendations of the appropriate County SWCD and such implementation constitutes compliance with this provision.
- G. Following completion of the work required pursuant to this Section, the Facility Owner shall be responsible for correcting all drainage tile line repairs that fail due to Construction and/or Deconstruction for one year following the completion of Construction or Deconstruction, provided those repairs were made by the Facility Owner. The Facility Owner shall not be responsible for drainage tile repairs that the Facility Owner pays the Landowner to perform.

7. Rock Removal

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

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

8. Repair of Compaction and Rutting

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

9. Construction During Wet Weather

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

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

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

10. Prevention of Soil Erosion

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

11. Repair of Damaged Soil Conservation Practices

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

12. Compensation for Damages to Private Property

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

13. Clearing of Trees and Brush

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

14. Access Roads

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

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

15. Weed/Vegetation Control

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

16. Indemnification of Landowners

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

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

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

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

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

Concurrence of the Parties to this AIMA

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

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

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE

 4

By: Jerry Costello II, Director



By Clay Nordsiek, Deputy General Counsel

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

7/30, 2024

Joshua C Kemper



By Joshua C Kemper

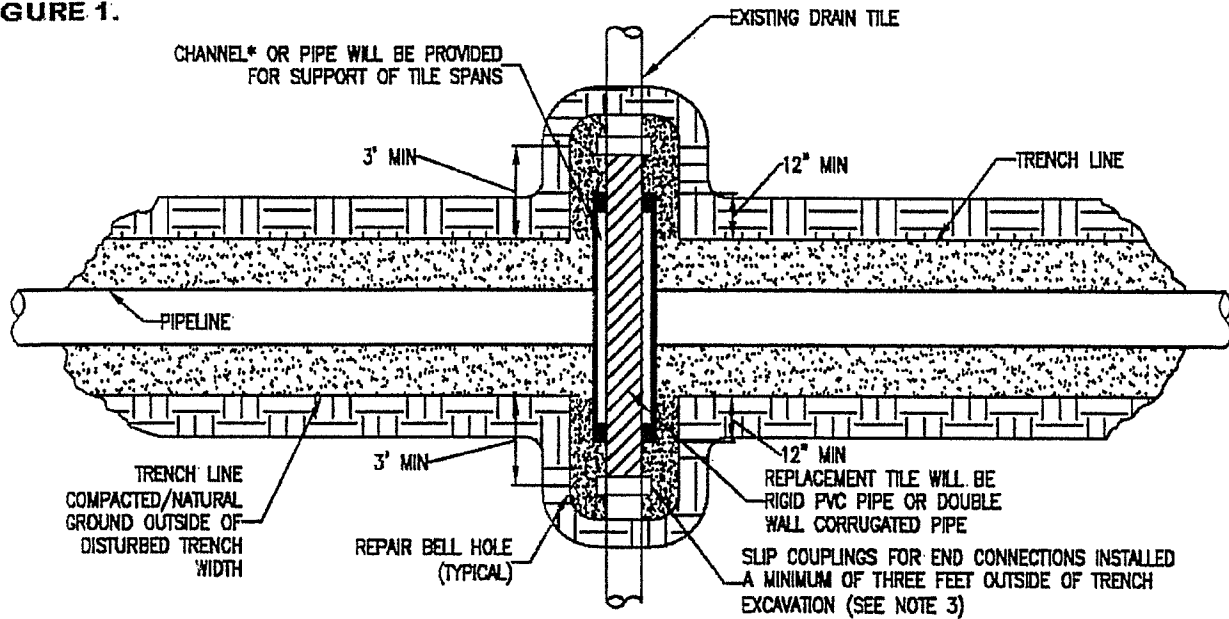
16500 E IL 9 HWY Canton, IL 61520

Address

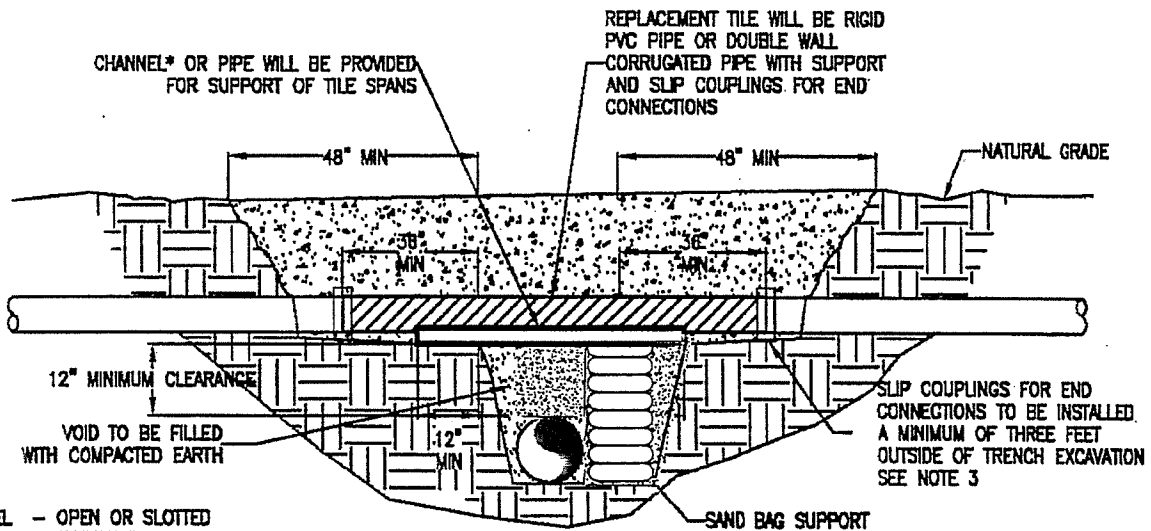
1 July, 2024

Standard Solar AIMA V.8.19.19

FIGURE 1.



PLAN
N.T.S.



CROSS SECTION
N.T.S.

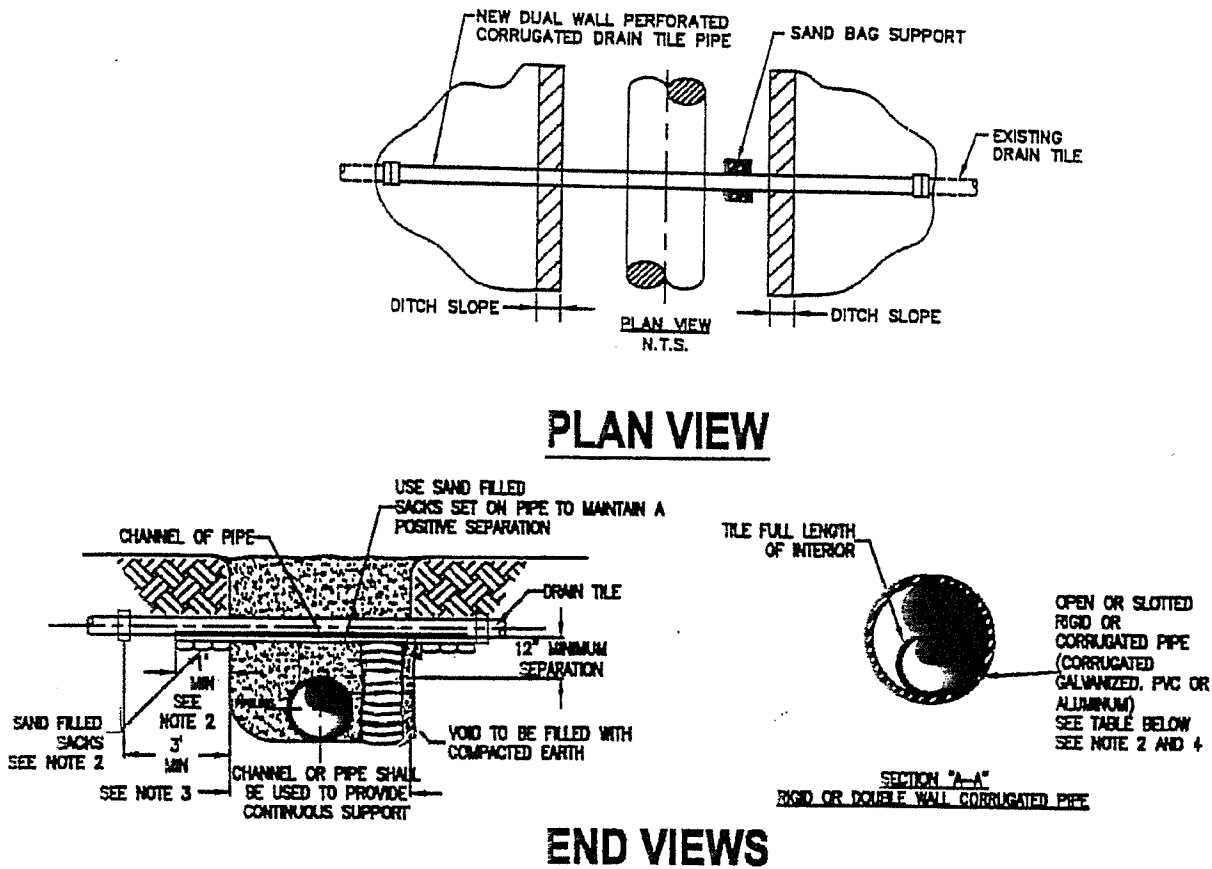
*CHANNEL - OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE TO SUPPORT DRAIN TILE.

NOTE:

1. IMMEDIATELY REPAIR TILE IF WATER IS FLOWING THROUGH TILE AT TIME OF TRENCHING. IF NO WATER IS FLOWING AND TEMPORARY REPAIR IS DELAYED, OR NOT MADE BY THE END OF THE WORK DAY, A SCREEN OR APPROPRIATE 'NIGHT CAP' SHALL BE PLACED ON OPEN ENDS OF TILE TO PREVENT ENTRAPMENT OF ANIMALS ETC.
2. CHANNEL OR PIPE (OPEN OR SLOTTED) MADE OF CORRUGATED GALVANIZED PIPE, PVC OR ALUMINUM WILL BE USED FOR SUPPORT OF DRAIN TILE SPANS.
3. INDUSTRY STANDARDS SHALL BE FOLLOWED TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES.

TEMPORARY DRAIN TILE REPAIR

FIGURE 2.



MINIMUM SUPPORT TABLE			
TILE SIZE	CHANNEL SIZE	PIPE SIZE	
3"	4" @ 5.4 #11	4"	STD. WT.
4"-5"	5" @ 8.7 #11	8"	STD. WT.
8"-9"	7" @ 9.8 #11	9"-10"	STD. WT.
10"	10" @ 15.3 #11	12"	STD. WT.

NOTE:

1. TILE REPAIR AND REPLACEMENT SHALL MAINTAIN ORIGINAL ALIGNMENT GRADIENT AND WATER FLOW TO THE GREATEST EXTENT POSSIBLE. IF THE TILE NEEDS TO BE RELOCATED, THE INSTALLATION ANGLE MAY VARY DUE TO SITE SPECIFIC CONDITIONS AND LANDOWNER RECOMMENDATIONS.
2. 1'-0" MINIMUM LENGTH OF CHANNEL OR RIGID PIPE (OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE) SHALL BE SUPPORTED BY UNDISTURBED SOIL, OR IF CROSSING IS NOT AT RIGHT ANGLES TO PIPELINE, EQUIVALENT LENGTH PERPENDICULAR TO TRENCH. SHIM WITH SAND BAGS TO UNDISTURBED SOIL FOR SUPPORT AND DRAINAGE GRADIENT MAINTENANCE (TYPICAL BOTH SIDES).
3. DRAIN TILES WILL BE PERMANENTLY CONNECTED TO EXISTING DRAIN TILES A MINIMUM OF THREE FEET OUTSIDE OF EXCAVATED TRENCH LINE USING INDUSTRY STANDARDS TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES INCLUDING SJP COUPLINGS.
4. DIAMETER OF RIGID PIPE SHALL BE OF ADEQUATE SIZE TO ALLOW FOR THE INSTALLATION OF THE TILE FOR THE FULL LENGTH OF THE RIGID PIPE.
5. OTHER METHODS OF SUPPORTING DRAIN TILE MAY BE USED IF ALTERNATE PROPOSED IS EQUIVALENT IN STRENGTH TO THE CHANNEL/PIPE SECTIONS SHOWN AND IF APPROVED BY COMPANY REPRESENTATIVES AND LANDOWNER IN ADVANCE. SITE SPECIFIC ALTERNATE SUPPORT SYSTEM TO BE DEVELOPED BY COMPANY REPRESENTATIVES AND FURNISHED TO CONTRACTOR FOR SPANS IN EXCESS OF 20', TILE GREATER THEN 10" DIAMETER, AND FOR "HEADER" SYSTEMS.
6. ALL MATERIAL TO BE FURNISHED BY CONTRACTOR.
7. PRIOR TO REPAIRING TILE, CONTRACTOR SHALL PROBE LATERALLY INTO THE EXISTING TILE TO FULL WIDTH OF THE RIGHTS OF WAY TO DETERMINE IF ADDITIONAL DAMAGE HAS OCCURRED. ALL DAMAGED/DISTURBED TILE SHALL BE REPAIRED AS NEAR AS PRACTICABLE TO ITS ORIGINAL OR BETTER CONDITION.

PERMANENT DRAIN TILE REPAIR

Applicant: Joshua c kemper
Contact: Joe Driscoll
Address: 16500 E IL 9 HWY
Canton, IL 61520

IDNR Project Number: 2500115
Date: 07/01/2024

Project: Josh Kemper Solar Farm
Address: 40.562742, -90.208896, Canton

Description: Install Solar Farm on existing agriculture land

Natural Resource Review Results

This project was submitted for information only. It is not a consultation under Part 1075.

The Illinois Natural Heritage Database contains no record of State-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the project location.

Location

The applicant is responsible for the accuracy of the location submitted for the project.

County: Fulton

Township, Range, Section:
7N, 3E, 30



IL Department of Natural Resources

Contact

Impact Assessment Section
217-785-5500
Division of Ecosystems & Environment

Disclaimer

The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, compliance with applicable statutes and regulations is required.

Terms of Use

By using this website, you acknowledge that you have read and agree to these terms. These terms may be revised by IDNR as necessary. If you continue to use the EcoCAT application after we post changes to these terms, it will mean that you accept such changes. If at any time you do not accept the Terms of Use, you may not continue to use the website.

1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.

2. Unauthorized attempts to upload, download, or change information on this website are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and/or the National Information Infrastructure Protection Act.

3. IDNR reserves the right to enhance, modify, alter, or suspend the website at any time without notice, or to terminate or restrict access.

Security

EcoCAT operates on a state of Illinois computer system. We may use software to monitor traffic and to identify unauthorized attempts to upload, download, or change information, to cause harm or otherwise to damage this site. Unauthorized attempts to upload, download, or change information on this server is strictly prohibited by law.

Unauthorized use, tampering with or modification of this system, including supporting hardware or software, may subject the violator to criminal and civil penalties. In the event of unauthorized intrusion, all relevant information regarding possible violation of law may be provided to law enforcement officials.

Privacy

EcoCAT generates a public record subject to disclosure under the Freedom of Information Act. Otherwise, IDNR uses the information submitted to EcoCAT solely for internal tracking purposes.

EcoCAT Receipt

Project Code 2500115

APPLICANT	DATE
-----------	------

Joshua c kemper
Joe Driscoll
16500 E IL 9 HWY
Canton, IL 61520

7/1/2024

DESCRIPTION	FEE	CONVENIENCE FEE	TOTAL PAID
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EcoCAT Consultation	\$ 25.00	\$ 1.00	\$ 26.00
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TOTAL PAID \$ 26.00

Illinois Department of Natural Resources
One Natural Resources Way
Springfield, IL 62702
217-785-5500
dnr.ecocat@illinois.gov

IPAC USER CONTACT INFORMATION

Agency: Midwest Green Energy

Name: Joe Driscoll

Address: PO Box 1514

City: Peoria

State: IL

Zip: 61655

Email: joe@midwestgreenenergy.com

Phone: 3093695686



United States Department of the Interior



FISH AND WILDLIFE SERVICE
Illinois-Iowa Ecological Services Field Office
Illinois & Iowa Ecological Services Field Office
1511 47th Ave
Moline, IL 61265-7022
Phone: (309) 757-5800 Fax: (309) 757-5807

In Reply Refer To:
Project Code: 2024-0111915
Project Name: Josh Kemper Solar Farm

07/04/2024 11:11:34 UTC

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The attached species list identifies federally threatened, endangered, proposed and candidate species that may occur within the boundary of your proposed project or may be affected by your proposed project. The list also includes designated critical habitat, if present, within your proposed project area or affected by your project. This list is provided to you as the initial step of the consultation process required under section 7(c) of the Endangered Species Act, also referred to as Section 7 Consultation.

Under 50 CFR 402.12(e) (the regulations that implement Section 7 of the Endangered Species Act) **the accuracy of this species list should be verified after 90 days**. This verification can be completed formally or informally. You may verify the list by visiting the ECOSPHERE Information for Planning and Consultation (IPaC) website <https://ipac.ecosphere.fws.gov> at regular intervals during project planning and implementation and completing the same process you used to receive the attached list.

Section 7 Consultation

Section 7 of the Endangered Species Act of 1973 requires that actions authorized, funded, or carried out by Federal agencies not jeopardize federally threatened or endangered species or adversely modify designated critical habitat. To fulfill this mandate, Federal agencies (or their designated non-federal representative) must consult with the U.S. Fish and Wildlife Service (Service) if they determine their project "may affect" listed species or designated critical habitat. Under the ESA, it is the responsibility of the Federal action agency or its designated representative to determine if a proposed action may affect endangered, threatened, or proposed species, or designated critical habitat, and if so, to consult with the Service further. Similarly, it is the responsibility of the Federal action agency or project proponent, not the Service to make "no effect" determinations. If you determine that your proposed action will have no effect on threatened or endangered species or their respective designated critical habitat, you do not need to seek concurrence with the Service.

Note: For some species or projects, IPaC will present you with *Determination Keys*. You may be able to use one or

more Determination Keys to conclude consultation on your action.

Technical Assistance for Listed Species

1. For assistance in determining if suitable habitat for listed, candidate, or proposed species occurs within your project area or if species may be affected by project activities, you can obtain information on the species life history, species status, current range, and other documents by selecting the species from the thumbnails or list view and visiting the species profile page.

No Effect Determinations for Listed Species

1. If there are *no* species or designated critical habitats on the Endangered Species portion of the species list: conclude "no species and no critical habitat present" and document your finding in your project records. No consultation under ESA section 7(a)(2) is required if the action would result in no effects to listed species or critical habitat. Maintain a copy of this letter and IPaC official species list for your records.
2. If any species or designated critical habitat are listed as potentially present in the **action area** of the proposed project the project proponents are responsible for determining if the proposed action will have "no effect" on any federally listed species or critical habitat. No effect, with respect to species, means that no individuals of a species will be exposed to any consequence of a federal action or that they will not respond to such exposure.
3. If the species habitat is not present within the action area or current data (surveys) for the species in the action area are negative: conclude "no species habitat or species present" and document your finding in your project records. For example, if the project area is located entirely within a "developed area" (an area that is already graveled/paved or supports structures and the only vegetation is limited to frequently mowed grass or conventional landscaping, is located within an existing maintained facility yard, or is in cultivated cropland conclude no species habitat present. Be careful when assessing actions that affect: 1) rights-of-ways that contains natural or semi-natural vegetation despite periodic mowing or other management; structures that have been known to support listed species (example: bridges), and 2) surface water or groundwater. Several species inhabit rights-of-ways, and you should carefully consider effects to surface water or groundwater, which often extend outside of a project's immediate footprint.
4. Adequacy of Information & Surveys - Agencies may base their determinations on the best evidence that is available or can be developed during consultation. Agencies must give the benefit of any doubt to the species when there are any inadequacies in the information. Inadequacies may include uncertainty in any step of the analysis. To provide adequate information on which to base a determination, it may be appropriate to conduct surveys to determine whether listed species or their habitats are present in the action area. Please contact our office for more information or see the survey guidelines that the Service has made available in IPaC.

May Effect Determinations for Listed Species

1. If the species habitat is present within the action area and survey data is unavailable or inconclusive: assume the species is present or plan and implement surveys and interpret results in coordination with our office. If assuming species present or surveys for the species are positive continue with the may affect determination process. May affect, with respect to a species, is the appropriate conclusion when a species might be exposed to a consequence of a federal action and could respond to that exposure. For critical habitat, 'may affect' is the appropriate conclusion if the action area overlaps with mapped areas of critical habitat and an essential physical or biological feature may be exposed to a consequence of a federal action and could change in response to that exposure.
2. Identify stressors or effects to the species and to the essential physical and biological features of critical habitat that overlaps with the action area. Consider all consequences of the action and assess the potential for each life stage of the species that occurs in the action area to be exposed to the stressors. Deconstruct the action into its component parts to be sure that you do not miss any part of the action that could cause effects to the species or physical and biological features of critical habitat. Stressors that affect species' resources may have consequences even if the species is not present when the project is implemented.
3. If no listed or proposed species will be exposed to stressors caused by the action, a 'no effect' determination may be appropriate – be sure to separately assess effects to critical habitat, if any overlaps with the action

area. If you determined that the proposed action or other activities that are caused by the proposed action may affect a species or critical habitat, the next step is to describe the manner in which they will respond or be altered. Specifically, to assess whether the species/critical habitat is "not likely to be adversely affected" or "likely to be adversely affected."

4. Determine how the habitat or the resource will respond to the proposed action (for example, changes in habitat quality, quantity, availability, or distribution), and assess how the species is expected to respond to the effects to its habitat or other resources. Critical habitat analyses focus on how the proposed action will affect the physical and biological features of the critical habitat in the action area. If there will be only beneficial effects or the effects of the action are expected to be insignificant or discountable, conclude "may affect, not likely to adversely affect" and submit your finding and supporting rationale to our office and request concurrence.
5. If you cannot conclude that the effects of the action will be wholly beneficial, insignificant, or discountable, check IPaC for species-specific Section 7 guidance and conservation measures to determine whether there are any measures that may be implemented to avoid or minimize the negative effects. If you modify your proposed action to include conservation measures, assess how inclusion of those measures will likely change the effects of the action. If you cannot conclude that the effects of the action will be wholly beneficial, insignificant, or discountable, contact our office for assistance.
6. Letters with requests for consultation or correspondence about your project should include the Consultation Tracking Number in the header. Electronic submission is preferred.

For additional information on completing Section 7 Consultation including a Glossary of Terms used in the Section 7 Process, information requirements for completing Section 7, and example letters visit the Midwest Region Section 7 Consultations website at: <https://www.fws.gov/office/midwest-region-headquarters/midwest-section-7-technical-assistance>.

You may find more specific information on completing Section 7 on communication towers and transmission lines on the following websites:

- Incidental Take Beneficial Practices: Power Lines - <https://www.fws.gov/story/incidental-take-beneficial-practices-power-lines>
- Recommended Best Practices for Communication Tower Design, Siting, Construction, Operation, Maintenance, and Decommissioning. - <https://www.fws.gov/media/recommended-best-practices-communication-tower-design-siting-construction-operation>

Tricolored Bat Update

On September 14, 2022, the Service published a proposal in the Federal Register to list the tricolored bat (*Perimyotis subflavus*) as endangered under the Endangered Species Act (ESA). The Service has up to 12-months from the date the proposal published to make a final determination, either to list the tricolored bat under the Act or to withdraw the proposal. The Service determined the bat faces extinction primarily due to the rangewide impacts of white-nose syndrome (WNS), a deadly fungal disease affecting cave-dwelling bats across North America. Because tricolored bat populations have been greatly reduced due to WNS, surviving bat populations are now more vulnerable to other stressors such as human disturbance and habitat loss. Species proposed for listing are not afforded protection under the ESA; however, as soon as a listing becomes effective (typically 30 days after publication of the final rule in the Federal Register), the prohibitions against jeopardizing its continued existence and "take" will apply. Therefore, if your future or existing project has the potential to adversely affect tricolored bats after the potential new listing goes into effect, we recommend that the effects of the project on tricolored bat and their habitat be analyzed to determine whether authorization under ESA section 7 or 10 is necessary. Projects with an existing section 7 biological opinion may require

reinitiation of consultation, and projects with an existing section 10 incidental take permit may require an amendment to provide uninterrupted authorization for covered activities. Contact our office for assistance.

Other Trust Resources and Activities

Bald and Golden Eagles

Although no longer protected under the Endangered Species Act, be aware that bald eagles are protected under the Bald and Golden Eagle Protection Act and Migratory Bird Treaty Act, as are golden eagles. Projects affecting these species may require measures to avoid harming eagles or may require a permit. If your project is near an eagle nest or winter roost area, please contact our office for further coordination. For more information on permits and other eagle information visit our website <https://www.fws.gov/library/collections/bald-and-golden-eagle-management>. We appreciate your concern for threatened and endangered species. Please feel free to contact our office with questions or for additional information.

Attachment(s):

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries
- Bald & Golden Eagles
- Migratory Birds
- Wetlands

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Illinois-Iowa Ecological Services Field Office

Illinois & Iowa Ecological Services Field Office

1511 47th Ave

Moline, IL 61265-7022

(309) 757-5800

PROJECT SUMMARY

Project Code: 2024-0111915

Project Name: Josh Kemper Solar Farm

Project Type: Power Gen - Solar

Project Description: Solar Installation Proposed on Defined Location

Project Location:

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@40.5621231,-90.2080379707212,14z>



Counties: Fulton County, Illinois

ENDANGERED SPECIES ACT SPECIES

There is a total of 6 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries¹, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

-
1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
Indiana Bat <i>Myotis sodalis</i> There is final critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/5949	Endangered
Northern Long-eared Bat <i>Myotis septentrionalis</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9045	Endangered
Tricolored Bat <i>Perimyotis subflavus</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/10515	Proposed Endangered

INSECTS

NAME	STATUS
Monarch Butterfly <i>Danaus plexippus</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9743	Candidate

FLOWERING PLANTS

NAME	STATUS
Decurrent False Aster <i>Boltonia decurrens</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/7705	Threatened
Eastern Prairie Fringed Orchid <i>Platanthera leucophaea</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/601	Threatened

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

USFWS NATIONAL WILDLIFE REFUGE LANDS AND FISH HATCHERIES

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

BALD & GOLDEN EAGLES

Bald and golden eagles are protected under the Bald and Golden Eagle Protection Act¹ and the Migratory Bird Treaty Act².

Any person or organization who plans or conducts activities that may result in impacts to bald or golden eagles, or their habitats³, should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the ["Supplemental Information on Migratory Birds and Eagles"](#).

1. The [Bald and Golden Eagle Protection Act](#) of 1940.
2. The [Migratory Birds Treaty Act](#) of 1918.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

THERE ARE NO BALD AND GOLDEN EAGLES WITHIN THE VICINITY OF YOUR PROJECT AREA.

MIGRATORY BIRDS

Certain birds are protected under the Migratory Bird Treaty Act¹ and the Bald and Golden Eagle Protection Act².

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats³ should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the ["Supplemental Information on Migratory Birds and Eagles"](#).

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

THERE ARE NO FWS MIGRATORY BIRDS OF CONCERN WITHIN THE VICINITY OF YOUR PROJECT AREA.

WETLANDS

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

WETLAND INFORMATION WAS NOT AVAILABLE WHEN THIS SPECIES LIST WAS GENERATED.
PLEASE VISIT [HTTPS://WWW.FWS.GOV/WETLANDS/DATA/MAPPER.HTML](https://www.fws.gov/wetlands/data/mapper.html) OR CONTACT THE FIELD
OFFICE FOR FURTHER INFORMATION.

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