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2 **4. Approval of Minutes**

3

4 None

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6 **5. Continued Public Hearing**

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8 None

9

10 **6. New Public Hearings**

11

12 **Case 894-S-17 Petitioner: Community Power Group, LLC, via agent Michael Borkowski, Owner of**
 13 **Community Power Group Request: Authorize a Community PV Solar Farm with a total nameplate**
 14 **capacity of 2 megawatts (MW), including access roads and wiring, in the AG-1 Agriculture Zoning**
 15 **District, and including the following waivers of standard conditions: Part A: A waiver for a distance**
 16 **of 725 feet, in lieu of one-half mile (2,640 feet) between a municipal boundary and a PV SOLAR**
 17 **FARM, per Section 6.1.5 B. (2) of the Zoning Ordinance; and Part B: A waiver for a separation of**
 18 **350 feet in lieu of the minimum required 500 feet between substations and transmission lines of**
 19 **greater than 34.5 kVA to adjacent dwellings and residential districts, per Section 6.1.5 D. (5) of the**
 20 **Zoning Ordinance; and Part C: A waiver for a separation distance of 250 feet in lieu of 275 feet**
 21 **between a PV SOLAR FARM electrical inverter and the PB SOLAR FARM perimeter fence, per**
 22 **Section 6.1.5 D. (6) of the Zoning Ordinance. Location: Part of a 57.84-acre tract in the West Half of**
 23 **the Northeast Quarter of Section 12 of Township 19 North, Range 10 East of the Third Principal**
 24 **Meridian in St. Joseph Township, and commonly known as the property just north of the St. Joseph**
 25 **Sportsman Club.**

26

27 Ms. Burgstrom noted that Erin Huls is listed as the landowner for the subject property. Ms. Burgstrom

1 stated that Ms. Huls has changed her name to Erin Soppet; therefore, staff will use Erin's new name during
2 any communications for Case 894-S-17.

3

4 Ms. Capel asked Ms. Burgstrom if the landowners are Chris and Erin Soppet.

5

6 Ms. Burgstrom stated yes.

7

8 Ms. Capel asked the petitioner if he would like to provide a statement regarding his request.

9

10 Mr. Mike Borkowski, whose address is 318 Adams Street, Chicago, stated that he is requesting a special
11 use permit for a solar facility outside of the Village of St. Joseph, and located in St. Joseph Township.
12 He said that this particular spot was chosen because of its potential uses in the future. He said that the
13 proposed facility is adjacent to a shooting range, St. Joseph Sportsman Club, cell tower, electrical
14 substation and an interstate highway.

15

16 Mr. Borkowski stated he grew up shooting and fishing, his father was a marksman and received a
17 college scholarship as a marksman, and his parents would go skeet shooting at the Quail Club in South
18 Carolina. He said that skeet shooting with his father and his late mother was one of his favorite past
19 times with his parents, so this project is very near and dear to his heart. He said that the solar facility
20 was designed so that it would be outside of the ballistic zone of the shells and pellets coming from the
21 adjacent shooting range, and he verified those zones with their insurance company and the financiers. He
22 said that he believes that there could not be a better use for the subject property, because he doubts that
23 there will ever be residential or industrial uses on the property, unless the shooting range is shut down,
24 and outside of that there is only agricultural use available. He said that the landowners have rights to
25 explore different things and during his conversations with the landowners, it was very clear that they
26 were very aware and conscious of the Sportsman Club that is adjacent to their land and they appeared to
27 be very close to many of the Club's members. He said that the landowners determined that this was a

1 perfect opportunity to best utilize their land and provide incremental tax dollars to the schools, as
2 currently there is very little tax money generated by it. He said that the solar facility is a community
3 solar garden, as written in the most present laws and passed by Illinois in 2016, and this is energy that is
4 meant to go back into the community. He said that the facility will generate enough electric for
5 approximately 400 homes, and he anticipates that St. Joseph and the surrounding community will
6 receive the benefits of that. He said that the members will receive a 15% discount on their electric bills,
7 and in looking at this location, he feels that it could not be proposed in a better location and dynamic as
8 Champaign County initiates its process in looking at these facilities. He said that their solar facilities
9 will take the initiative to be pollinator friendly and they have included that in the design of their
10 facilities, so that they would qualify as a pollinator friendly facility. He said that being pollinator
11 friendly will enhance the other agricultural uses that exist today.

12
13 Mr. Borkowski stated that one waiver for the proposed facility is due to the property being within one-
14 half mile of the Village of St. Joseph. He said that subject property is next to a highway and shooting
15 range, and they feel that the subject property is the best location for the proposed solar facility because
16 the land cannot be used for anything else. He said that the second waiver is for a 250 feet separation
17 distance in lieu of 275 feet between the proposed solar farm inverter and the solar farm perimeter fence.
18 He said that there are two reasons for the request; one being that anything beyond 65 feet the 125kw
19 string inverters cannot be heard. He said that the only way that they could accomplish the required 275
20 feet would be to put it closer to homes, and they would prefer to keep it closer to the highway, which
21 will drown out any noise coming from the facility. He said that the last waiver is for a 24 feet wide area
22 for all necessary access lanes or driveways and any new private accessways in lieu of the minimum 40
23 feet. He said that 24 feet is a more efficient use of space and they do not want to use up any more
24 farmland than is necessary. He said that a 24 feet wide path is wide enough for safety vehicles, which is
25 their main concern, and anything wider than 24 feet would be more appropriate for a wind farm. He said
26 that for a solar farm the potential risks do not require close to the 40 feet. He said that the waivers are
27 requested to make the facility more palatable and will not intrude on any unneeded space.

1

2 Ms. Capel asked the Board if there were any questions for Mr. Borkowski.

3

4 Ms. Lee stated that Part C. indicates a waiver for 24 feet, yet on the last sentence on the first page of the
5 Preliminary Memorandum, dated August 24, 2018, states that access would be from CR 2350E, via a 12-
6 feet wide gravel access road. She asked Mr. Borkowski if the path would be 12 feet or 24 feet.

7

8 Mr. Borkowski stated that the gravel road will be 12 feet wide, but the path will be 24 feet wide.

9

10 Ms. Capel asked staff if there were any questions for Mr. Borkowski.

11

12 Mr. Hall stated that there may be other necessary waivers for Case 894-S-17, unless new information is
13 submitted. He said that an Illinois Professional Engineer is to have signed the decommissioning costs,
14 and even though they appear to be similar to other solar farms, the document lacks the signature/stamp
15 by the Illinois Professional Engineer. He asked Mr. Borkowski if he could submit the stamped
16 decommissioning costs tonight, or would he rather submit it at the time of permitting.

17

18 Mr. Borkowski stated that no waiver is being requested, but they do ask that they are allowed to submit
19 that document at permitting, because there are more technical and detailed drawings that will be
20 completed within the next year, based upon exact equipment, pinpointing locations, surveys, etc. He
21 said that at the time of the permitting all those things will be nailed down, but if the signed document
22 was submitted today they would have to submit a revised version at the submission of the permit. He
23 said that rather than duplicating that process, they feel that it would be better to submit those things after
24 approval of the special use permit.

25

26 Mr. Hall stated that the ordinance requires a signed Road Use Agreement prior to the close of the ZBA
27 hearing. He said that there will need to be a signed agreement by the township highway commissioner

1 and assumes that Mr. Borkowski believes that it would be better to submit that signed document at a
2 later time. He said that since the ordinance calls for receipt of the signed Road Use Agreement prior to
3 the end of the ZBA hearing, if it is not received a technical waiver will be needed and that does not mean
4 that the petitioner is attempting to skirt the requirement. He said that the petitioner either needs the
5 waiver or the signed document submitted by the petitioner during the public hearing.

6
7 Mr. Borkowski stated that what has occurred in many other counties in Illinois and the United States is
8 that the signed Road Use Agreement could be misleading if it was submitted today, because there could
9 be minor changes. He said that generally the signed road use Agreement is considered a condition of use
10 for the permit, which gives a county more power during the Zoning Use Permit review. He said that it
11 may sound weird, but he would rather have this procedure, and it is a more advantageous procedure for a
12 county, because they can hold the Zoning Use Permit over the developer's head until compliance is
13 achieved.

14
15 Mr. Hall agreed. He said that the Board can offer a degree of flexibility, but after they approve a special
16 use permit, there is no further degree of flexibility available, and there must be a signed road use
17 agreement. He said that regarding the road use agreement and the engineer signing off on the
18 decommissioning costs, it occurred to him that the Board may have some flexibility that they have not
19 taken advantage of before. He said that the special conditions refer to approvals by the Environment and
20 Land Use Committee (ELUC). He said that the special use permit starts at the Zoning Board of Appeals,
21 which will make a recommendation to ELUC, and that committee makes a recommendation to the full
22 County Board, who will make the final approval. He said that knowing Mr. Borkowski's position on the
23 two things that have been discussed, providing that the ZBA, ELUC, and County Board agree, this
24 Board could make a decision on the special use permit and forward it to the County Board. He said that
25 once the County Board makes its decision, and the signed road use agreement and the engineer's signoff
26 is received, there is an ELUC meeting each month and once they sign-off on those documents, and when
27 Mr. Borkowski is ready to build, the permit can be issued. Mr. Hall asked Mr. Borkowski if he agreed

1 with this proposed process.

2

3 Mr. Borkowski stated that he agreed. He said that the highway departments have been involved and
4 engaged in dialogue and he has been working through things with them. He said that he is not indicating
5 that they may or may not have agreements in place, although it is advantageous for them to have them
6 done today. He said that he respects the fact that these types of things can be part of a conditional use
7 which gives the continued control to the County's office, and he understands that under certain
8 circumstances a building inspector could indicate that they will not sign off on the project until approval
9 from ELUC is received.

10

11 Mr. DiNovo asked Mr. Borkowski if he has begun soliciting subscribers.

12

13 Mr. Borkowski stated no. He said that the State needs to go through and sign off on how exactly the
14 subscription agreements will work. He said that once the State does their final approvals and the facility
15 is selected as one to move forward, they will move forward with that, but their policy for all their solar
16 facilities is to recruit from the local communities as much as possible. He said that there will be a
17 recruitment plan that will be implemented in the St. Joseph community and the goal will be to get as
18 many of those members involved as possible.

19

20 Ms. Lee asked Mr. Borkowski to indicate the funding available for his company to pursue this project.

21

22 Mr. Borkowski stated that the State of Illinois is not providing any funding to pursue this project.

23

24 Ms. Lee asked Mr. Borkowski if the State of Illinois provides any funding once the project is completed.

25

26 Mr. Borkowski stated no.

27

1 Mr. DiNovo stated that the renewable energy credits are paid by the public utilities, such as, Ameren or
2 ComEd, and it is not paid by tax money.

3
4 Ms. Lee asked Mr. Borkowski to indicate the depth of the underground cables. She said that the
5 underground cables near the road will be placed in conduit, but there was no mention about the
6 underground cables that would be located in the field itself.

7
8 Mr. Borkowski stated that this type of information is provided during the Zoning Use Permit process, as
9 they are to be compliant with the electrical code; therefore, he does not have much choice regarding the
10 depth of the underground cables.

11
12 Mr. Hall informed Mr. Borkowski that Champaign County does not have adopted codes, but the Zoning
13 Ordinance requires that this be done in accordance with whatever the National Electrical Code would
14 require.

15
16 Ms. Lee asked Mr. Hall if there was information in the packet indicating a five-foot depth.

17
18 Mr. Hall stated that Section F. indicates that underground wiring or cabling for the PV SOLAR FARM
19 shall be at a minimum depth of 5 feet below grade or deeper if required to maintain a one foot of
20 clearance between the wire or cable and any agricultural drainage tile or a lesser depth if so authorized
21 by the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture as required
22 by paragraph 6.1.5 R. He said that Section 6.1.5 E. (2) on page 10 of the approved text amendment
23 indicates the following: Burying power and communication wiring underground shall be minimized
24 consistent with best management practice regarding PV SOLAR FARM construction and minimizing
25 impacts on agricultural drainage tile. He said that the text amendment started out requiring things to be
26 buried and then staff realized how much that could interrupt drainage tile, so it was changed to indicate
27 that burying wiring needs to be done with best management practice and minimizing impacts on

1 agricultural tile.

2

3 Ms. Capel asked the Board and staff if there were any additional questions for Mr. Borkowski and there
4 were none.

5

6 Ms. Capel informed the audience that Case 894-S-17 is an Administrative Case and as such, the County
7 allows anyone the opportunity to cross-examine any witness. She said that at the proper time, she will
8 ask for a show of hands for those who would like to cross-examine, and each person will be called upon.
9 She requested that anyone called to cross-examine go to the cross-examination microphone to ask any
10 questions. She said that those who desire to cross-examine are not required to sign the witness register
11 but are requested to clearly state their name before asking any questions. She noted that no new
12 testimony is to be given during the cross-examination. She said that attorneys who have complied with
13 Article 7.6 of the ZBA By-Laws are exempt from cross-examination.

14

15 Ms. Capel informed the audience that anyone wishing to testify for any public hearing tonight must sign
16 the witness register for that public hearing. She reminded the audience that when they sign the witness
17 register they are signing an oath. She asked the audience if anyone desired to sign the witness register
18 and there was no one.

19

20 Ms. Capel asked the audience if anyone desired to cross-examine the petitioner.

21

22 Mr. David Marsh, who resides at 1791 CR 2200E, St. Joseph, stated that he is with St. Joseph Drainage
23 District #7, and they are concerned about anyone digging within their drainage district. He said that
24 anyone on the east side of the proposed solar farm will lose quite a bit of their drainage.

25

26 Ms. Capel reminded Mr. Marsh that during cross-examination he can only ask Mr. Borkowski questions
27 about his testimony and cannot provide new testimony of his own. She asked Mr. Marsh if he had

1 questions for Mr. Borkowski regarding his testimony, and if not, Mr. Marsh should sign the witness
2 register and provide new testimony regarding the drainage district's concerns.

3

4 Mr. Marsh asked Mr. Borkowski to indicate how deep they will dig.

5

6 Ms. Capel stated that Mr. Borkowski did provide testimony regarding that, and staff indicated the
7 requirement in the approved text amendment to the Zoning Ordinance.

8

9 Mr. Borkowski stated that there are two important things to clarify. He said that they have the
10 responsibility to repair or replace any tile that may be impacted by the construction of the facility. He
11 said that there is virtually no change to the available permeable surface, because there is no mass change
12 of any sort to the landscape and these are simply poles that are tapped into the ground with solar panels
13 mounted. He noted that there is year-around ground cover that covers 100% of the property versus
14 crops, and actually increases the absorption rate. He said that he can understand anyone's concern
15 whose farm is to the east of the proposed facility because their farm would drain into the subject
16 property and they would fear that the drainage would be blocked, but there will not be anything on the
17 subject property to block it. He said that from the topography of the land there will not be any drainage
18 backup, there will be an increase in the absorption rate, and there is a 60-day window which requires
19 them to repair or replace any agricultural tiles that are damaged.

20

21 Mr. Marsh stated that he looked at the University of Illinois' solar farm and it appeared that the poles are
22 pretty deep in the ground.

23

24 Ms. Capel reminded Mr. Marsh again that he is presenting new testimony. She asked Mr. Marsh to sign
25 the witness register so that he will have the opportunity to present his testimony before the Board.

26

27 Mr. Marsh agreed to sign the witness register.

1

2 Ms. Capel asked the audience if anyone else desired to cross-examine the petitioner.

3

4 Ms. Tami Fruhling-Voges, stated that she is a resident of the Village of St. Joseph and she is also the
5 mayor. She said that Mr. Borkowski came to the Village of St. Joseph's meeting and spoke to them
6 about the proposed solar farm, although she had a few questions about a few things that Mr. Borkowski
7 was not clear about during their meeting.

8

9 Ms. Capel reminded Ms. Fruhling-Voges that she can only ask Mr. Borkowski about his testimony at
10 this public hearing.

11

12 Ms. Fruhling-Voges stated that she does have a few questions regarding Mr. Borkowski's testimony
13 tonight. She said that Mr. Borkowski mentioned that the benefit to the local community would be the
14 energy savings. She asked Mr. Borkowski to indicate how St. Joseph would receive those energy
15 savings and would Mr. Borkowski make sure that the local community members of the Village of St.
16 Joseph are the first ones to be able to subscribe for those savings.

17

18 Mr. Borkowski stated that once the special use permit is approved by Champaign County, which is the
19 first step of gaining approval from the State, and they must receive approval from the utility and the
20 Illinois Power Agency, they will have 100% confirmation that the project will move forward. He said
21 that after the approvals are received, they will then move forward with looking for subscribers to the
22 community solar garden, and basically what happens at that time is they will reach out to the community
23 at the village hall to make notice that subscription to the community solar garden is available. He said
24 that this is much like competitive energy companies that are out there trying to get consumers to sign up
25 for their energy. He said that the two things that he can offer community solar garden members is
26 discounted energy, which will move with the other energy prices, and that attracting as many people as
27 possible will make the community garden part of the local community. He said that in one way his

1 company is trying to find subscribers as much as possible, and the community is wanting to make sure
2 that the community members have the first option to subscribe, so it is a great relationship.

3
4 Ms. Fruhling-Voges asked Mr. Borkowski if her community would have the first options to subscribe
5 and receive the community credits or how would that be done.

6
7 Mr. Borkowski stated that the local community will have the first option to subscribe. He said that they
8 will put out a press release introducing the project and indicate that it will be coming within the next 12
9 months. He said that they will know 12 months in advance before starting construction of the project, so
10 they will submit the press release and sign on subscribers, which all starts at the local level.

11
12 Ms. Fruhling-Voges asked Mr. Borkowski if there is a limit to the number of credits available to be
13 purchased.

14
15 Mr. Borkowski stated that they estimate that approximately 400 homes will be able to subscribe to this
16 facility. He said that they are hopeful to have many solar farms in different areas throughout Illinois, and
17 to the extent that they are oversubscribed for this particular solar farm, there may be other solar facilities
18 that are undersubscribed that the subscriptions could spill in to.

19
20 Ms. Fruhling-Voges asked Mr. Borkowski to indicate how that affects the other electrical aggregation
21 programs.

22
23 Mr. Borkowski stated that it doesn't matter if someone is locked into a three-year contract with
24 Constellation, because the way that solar energy works, is that a solar facility has a meter on it which is
25 like the one on a typical residence. He said that the meter on the home spins and calculates the number
26 of kilowatt hours and you are billed for those hours, but the meter for a solar farm literally spins in the
27 opposite direction and at the end of every month they receive a bill with a giant credit, and that is their

1 compensation for the solar facility. He said that the 2016 law provided them the ability to sell those
2 credits, so they will solicit a subscriber and they can indicate that they would like to have 200 credits per
3 month. He said that the subscriber will receive their normal bill from Ameren for \$200, but there will be
4 a new line item that indicates -\$200 net meter credits, which makes the Ameren bill \$0 dollars. He said
5 that the subscriber would then receive a bill from the solar company for \$170 so in essence, the
6 subscriber would receive a 15% discount for their electric bill. He said that there is still some discussion
7 in the state as to whether Ameren will handle the entire billing process or if the subscriber will have to
8 make the payment to their solar company. He said that this is some of the ambiguity that is out there and
9 is why he does not have the subscription agreements with him today, because this is something that the
10 state is still trying to figure out, but in that instance, it didn't matter if someone is with another electrical
11 provider, the subscriber was just buying the net meter credits.

12
13 Ms. Fruhling-Voges asked Mr. Borkowski if there are some federal tax incentives or reimbursement for
14 the solar company installing solar farms.

15
16 Mr. Borkowski stated that at the federal level there are investment tax credits which are allocated in a
17 variety of places by the federal government, and one of those places is for solar farms. He said there is a
18 federal investment tax credit that covers a small portion of the costs for a solar farm facility.

19
20 Ms. Fruhling-Voges asked Mr. Borkowski if there is a certain percentage that it covers or how is it done.

21
22 Mr. Borkowski stated that there is a percentage, but there are a lot of factors that go into it. He said that
23 the cost of interconnection, the investment tax credit, and a variety of other things that may or may not
24 qualify as an investment credit.

25
26 Ms. Fruhling-Voges asked Mr. Borkowski if the State of Illinois currently has an investment tax credit
27 for solar farms.

1

2 Mr. Borkowski stated no.

3

4 Ms. Fruhling-Voges stated that currently there has been no discussion regarding access to the solar farm,
5 and in talking to the road commissioner, it is probable that they may be going on the north side of the
6 interstate for most of the solar farm's transportation. She said that her concern is that solar farm traffic
7 will come off US 150 to Sportsman Club Road, up to the overpass before you get to the Sportsman Club,
8 and that area is the responsibility of the Village of St. Joseph. She said that this will be an easy route to
9 the facility, and she is concerned about how often that route will be used for the solar facility's
10 transportation.

11

12 Mr. Borkowski stated that oddly enough, every time he visits the subject site, he does not use that route,
13 although he is sure that there are other routes to the facility site. He said that the only traffic that will
14 come with the solar farm is the delivery of the panels and racking, and the construction time period is
15 only three months. He said that during the three-month time-period, there will only be 20 trucks
16 involved in the delivery, so there really isn't a lot of truck traffic. He said that he has been in active
17 dialogue with the Village of St. Joseph's highway commissioner, and Mr. Borkowski would welcome
18 him to map out a route that makes the most sense for the St. Joseph community, because there are other
19 accessways and it would not make sense for his company to route through the village and township. He
20 said that he is fine with working with the Village of St. Joseph and use the route that works best for the
21 village.

22

23 Ms. Fruhling-Voges stated that there is a residential strip in the access area and there are concerns about
24 the heavier traffic and the wear and tear on the street.

25

26 Ms. Capel stated that Mr. Borkowski did not discuss access routes, so any further discussion should be
27 presented during testimony and not cross-examination.

1
2 Mr. Borkowski stated that the highway commissioner is here tonight, and he could present testimony
3 regarding his concerns for access.

4
5 Mr. Steve Myer stated that he is a member of the St. Joseph Sportsman Club. He said that Mr.
6 Borkowski discussed the drainage; therefore, he would like to know how the contractors will know
7 whether they hit a field tile when they are pounding in the posts.

8
9 Mr. Borkowski stated that they are required to do a field tile survey prior to construction, and they will
10 design the installation so that the field tiles are missed, but depending on what the field tile survey looks
11 like, there have been instances in the past where they will totally redo the tiling because it ends up being
12 cheaper for them and having it work with the pattern of the solar facility. He said that either way, the
13 tiles are marked so that they know where they are located, and the poles are driven approximately four to
14 five feet into the ground and would go beyond the tile depth.

15
16 Mr. Mulumba Prosper Panumpabi, who is an Electrical Power Engineer and a Power Research Engineer
17 at the University of Illinois, stated that he learned about this project yesterday and decided that he must
18 attend the meeting. He stated that as an independent power generation, basically producing electricity
19 that is pushed in to the local utility, which is Ameren, the first point of contact will be with the Ameren
20 facility. He asked Mr. Borkowski if there is some agreement with Ameren allowing the solar company
21 to push their electricity to the local utility.

22
23 Ms. Capel informed Mr. Panumpabi that Mr. Borkowski did not testify about such an agreement with
24 Ameren. She stated that if Mr. Panumpabi would like to sign the witness register, he can provide
25 testimony regarding any local utility agreements and request that the Board ask Mr. Borkowski about
26 such an agreement involved with this case.

27

1 Mr. Panumpabi stated that Mr. Borkowski did indicate the he will be selling the electricity to the local
2 utility which is Ameren.

3

4 Ms. Capel agreed with Mr. Panumpabi.

5

6 Mr. Panumpabi asked Mr. Borkowski if he intends to limit the possibility of subscribing to the solar
7 farm and receiving energy credits to the St. Joseph area, or does he intend to extend the production to go
8 beyond the area of St. Joseph. He said that when the sun is shining the production is high, but when the
9 sun is not shining the production is low. He asked Mr. Borkowski if he anticipates a way to improve the
10 production when the sun is not shining.

11

12 Ms. Capel reminded Mr. Panumpabi that Mr. Borkowski did not testify regarding that aspect of the solar
13 facility.

14

15 Mr. Panumpabi stated that perhaps he will pose his question to Mr. Borkowski at another time.

16

17 Ms. Capel asked Mr. Borkowski if he would like to answer Mr. Panumpabi's question regarding
18 extending the subscribing option beyond St. Joseph.

19

20 Mr. Borkowski stated that their first commitment is to the members of the St. Joseph community, and to
21 the extent that they could not fill their subscriptions they would certainly reach out to other Ameren
22 customers within the Champaign County area.

23

24 Mr. Passalacqua asked Mr. Borkowski if there was a cost or membership fee, or any other load on the
25 consumer when they become a subscriber.

26

27 Mr. Borkowski stated no.

1

2 Ms. Griest asked Mr. Borkowski if a subscriber wanted an energy credit of \$200, it only gives them a
3 15% credit on their actual bill.

4

5 Mr. Borkowski stated that the way that the Illinois Power Authority enabled the facilities to happen is by
6 subscribers purchasing energy credits on their power bill, so if you purchase \$100 worth of energy
7 credits you are only paying \$85 for those credits. He said that this is the way that they worked through
8 the contractual process of the subscriber buying the electric on the market. He said that this process is
9 not pretty, but it is what the Illinois Power Authority has given the solar companies to work with.

10

11 Ms. Griest asked if this is exclusive of the delivery fee.

12

13 Mr. Borkowski stated that it is purely a monetary transaction, because the subscriber is buying credits
14 that will be applied to their bill. He said that if a subscriber pays for \$100 worth of credits and their bill
15 for one month was \$15, then the credits will carry over to the next month's bill. He said that if the
16 subscriber finds that they are purchasing too many credits then they can adjust it down or the contracts
17 can be cancelled.

18

19 Ms. Griest asked Mr. Borkowski if the \$100 credit is worth \$100 or is it worth 15% off \$100.

20

21 Mr. Borkowski stated that the 15% discount is what you pay for those credits. He said that someone
22 who wants \$100 of credit will pay \$85 for them.

23

24 Ms. Griest stated that someone is really paying 85% for the credit, not 15% for the credit.

25

26 Mr. Borkowski stated that Ms. Griest was correct.

27

1 Mr. Elwell asked Mr. Borkowski if the 15% discount is mandated by the state.

2

3 Mr. Borkowski stated no, it is market oriented.

4

5 Mr. Passalacqua asked Mr. Borkowski to indicate where the money comes from that makes the project
6 pencil out.

7

8 Mr. Borkowski stated that by the sale of the energy, and the credits earned by the energy that is produced
9 by the solar farm, they sell those credits to their subscribers and they monetize the solar farm that way.
10 He said that each megawatt hour that is produced by a solar farm receives a renewable energy credit and
11 that renewable energy credit is what the utility purchases and that is how they are able to show that they
12 have “x” amount of renewable energy in their portfolio of electric, and there is a federal tax credit that
13 covers a portion as well, and those are the three sources of income.

14

15 Mr. Passalacqua asked Mr. Borkowski if the two later sources are the major ones, because they could not
16 pay this back through the kilowatts that they are selling, not in 30 years.

17

18 Mr. Borkowski stated that Mr. Passalacqua would be surprised. He said that the cost of solar power has
19 decreased dramatically, so if you were to look at things, a significant part of that is through the sale of
20 the electric.

21

22 Mr. Passalacqua stated that when Mr. Borkowski was asked if incentives were used to pay for this, Mr.
23 Borkowski blatantly stated no. Mr. Passalacqua stated that basically, tax dollars are paying for this,
24 although they are not tax dollars by the time they get to solar company.

25

26 Mr. Borkowski stated no. He said that it is a part of everyone’s utility bill and not tax credits. He said
27 that there was a very interesting article out today from WCAX in Burlington, Vermont titled, “*Industry*

1 *study finds solar saved big bucks during July heat wave*”, that caught him by surprise, and it is a very
2 simple concept and we will all appreciate the article since we all just went through a big heat wave. He
3 said that the cost of electricity goes up, because everyone in the region is looking for electricity. He said
4 that the local power plant generally charges around .03 cents per kilowatt for electric, but during those
5 periods of intense electric usage that may go up to .05 or .06 cents because they are scrambling to do
6 everything they can to push those facilities to the maximum and they may have to reach out to the cooler
7 market through transmission lines to get it to this area and meet the demand. He said that a study was
8 completed over the last couple of days during the intense heat waves and the amount of money that was
9 saved, because while these heat waves are happening solar is generating its most electric. He said that
10 solar is coming at a time when we absolutely need it most, so during that heat wave when electrical
11 demand was hitting its peak, rather than the costs rising .05 or .06 cents per kilowatt, it doesn’t because a
12 lot of the load is now generated locally by solar. He said that with renewable energy, they haven’t found
13 a way to price and determine all of this, but they do know that there is real economic value there, and to
14 promote that energy into our localized grids the solar farm must be mandated by the utility, because it is
15 a 25 to 30-year investment. He said that the beauty of solar energy is that all the cost comes on day one,
16 and then there is virtually no cost for the next 30+ years, because it just sits there and does its thing. He
17 said that in the commodity world the solar farm is a super long term, low cost hedge on our electric. He
18 said that in Texas the cost of power is going down and Texas is the number one power state for
19 renewable energy, and the price is going down because they have these 20 or 30-year wind and solar
20 agreements with the energy locked in and the cost is going down. He said that to promote states for
21 installing renewable energy and to convince them that if they construct solar farms it will be worthwhile
22 in the long run and will save them during those heat waves, they require these renewable energy
23 certificates and the costs of those gets built into your electric bill. He said that people will see something
24 on their bill that environmental or renewal energy and that is the fee that is accessed to everyone that is
25 within that service territory and is paying the incremental costs of that energy.

26
27 Mr. Passalacqua asked Mr. Borkowski what he thought the efficiency of the solar array in central Illinois

1 is versus a solar array in Texas. He said that Texas is in a better location for richer solar resource than
2 central Illinois.

3
4 Mr. Borkowski stated that western Texas is more efficient and oddly enough northeastern Texas is about
5 the same. He said that if we look at places like New York, Massachusetts, Maine and Vermont, where
6 the studies recently took place, central Illinois actually has better solar radiance. He said that we
7 shouldn't be fooled by the winters, but during the summer we make up for the lack of sunlight and heat
8 strength.

9
10 Mr. Passalacqua asked Mr. Borkowski if when he figures nights and days of sunshine in central Illinois,
11 what percentage of efficiency is the proposed equipment supposed to produce.

12
13 Mr. Borkowski stated that in the central Illinois area, the efficiency is around 20% efficiency capacity
14 factor and that is not bad.

15
16 Mr. Passalacqua stated that 20% is not awesome.

17 :
18 Mr. Borkowski stated that for the solar panels during the outer years has no subsidy, because they are
19 paid for and they are just chugging along with virtually no cost to them in those future years.

20
21 Mr. Passalacqua asked Mr. Borkowski if after age and oxidation, does the 20% efficiency rating
22 decrease.

23
24 Mr. Borkowski stated that it does very slowly, and by year 35 it is still a worthwhile product and it is still
25 producing in the 70% to 80% range.

26
27 Mr. Passalacqua asked Mr. Borkowski to indicate the percentage of efficiency for the Texas example.

1

2 Mr. Borkowski stated that it is about 23.5%.

3

4 Mr. Passalacqua stated that the Texas example is only 3.5% better.

5

6 Mr. Borkowski stated yes.

7

8 Ms. Lee asked Mr. Borkowski to indicate how he found the previously mentioned article.

9

10 Mr. Borkowski stated that he has a Google alert regarding solar energy. He said the article is from
11 WCAX in Burlington, Vermont titled, "*Industry study finds solar saved big bucks during July heat*
12 *wave*".

13

14 Ms. Lee stated that Mr. Borkowski is the agent and owner of Community Power Group, LLC, which is
15 located in Maryland. She asked Mr. Borkowski if he is also located in Maryland or elsewhere.

16

17 Mr. Borkowski stated that they have offices in Illinois, Colorado and Maryland. He said that he is a
18 property owner in Illinois, but he mainly resides in the D.C. area.

19

20 Ms. Lee asked Mr. Borkowski if he was the sole owner of Community Power Group, LLC.

21

22 Mr. Borkowski stated that it is owned by an investor group that he is a part of.

23

24 Ms. Capel asked Mr. Borkowski if Illinois cooperatives are exempt.

25

26 Mr. Borkowski stated that the cooperatives would like to be part of community solar and they were
27 originally included in the legislation, but ComEd has filed a lawsuit with the Illinois Power Authority

1 challenging whether cooperatives are allowed to participate.

2

3 Ms. Capel asked Mr. Borkowski if, at this time, cooperatives are not allowed to participate.

4

5 Mr. Borkowski stated that, at this time, the cooperatives are allowed to participate but ComEd is
6 challenging it.

7

8 Ms. Capel stated that it was her understanding that cooperatives were exempt from the renewable
9 requirements.

10

11 Mr. Borkowski stated that they are exempt from the renewable requirement.

12

13 Mr. DiNovo stated that cooperative members are not paying for the renewable energy credits.

14

15 Ms. Griest asked Mr. Borkowski if he had any formal documentation regarding the inverters that he
16 could submit as evidence regarding decibel ratings for those inverters at different distances.

17

18 Mr. Borkowski stated that he already submitted a manufacturer's specification sheet for the inverters
19 which included the decibel rating and the decibel rating at distances is a mathematical equation as to
20 how it declines at a certain amount of distance.

21

22 Mr. Hall stated that he looked for that information and could not find it. He said that Mr. Borkowski is
23 using a type of inverter described as a string inverter, but the Board has spent the last couple of months
24 being immersed in discussions regarding central inverters. He said that it might assist the Board if Mr.
25 Borkowski would indicate the difference between string and central inverters.

26

27 Mr. Borkowski stated that the inverter specification sheet is in the packet. He said that central inverters

1 are larger inverters that generally sit in the middle of a facility and inverts all or a great quantity of the
2 electric for the facility. He said that what has turned in to a trend for their company, and many others, is
3 the use of string inverters. He said that string inverters, which will be 16 for the proposed facility,
4 collect from smaller portions of the facility, convert the electric and sends it to the transformer. He said
5 that if one of the string inverters goes down, the whole facility does not go down, and only a small piece
6 of it does and it is easily serviced.

7

8 Ms. Griest stated that the specification sheet that Mr. Borkowski spoke about being in the packet has
9 micro-sized print on it. She asked Mr. Borkowski to provide a readable version, and to verbally indicate
10 the sections that he is referring to because she did not bring her magnifying glass.

11

12 Mr. Borkowski stated that he too must grab his cheater glasses to read the print. He said that a 500kw
13 inverter is approximately 65 decibels, and the string inverter is a 125kw and is one-quarter of the size.

14

15 Mr. Randol also requested that Mr. Borkowski provide readable information at the next meeting.

16

17 Mr. Borkowski stated that his information does not provide the decibel, but it does provide 65 hertz.

18

19 Ms. Capel stated that the case will not be finalized at this meeting; therefore, Mr. Borkowski can submit
20 the required information for the next mailing packet.

21

22 Mr. Borkowski stated that the information indicates that the string inverter will be 55 to 65 hertz.

23

24 Mr. Elwell asked Mr. Borkowski if his testimony indicated that the decibel rating for a 500kw central
25 inverter was 65.

26

27 Mr. Borkowski stated yes.

1

2 Ms. Capel stated that the Board requires the decibel numbers not hertz.

3

4 Ms. Griest stated that Mr. Borkowski should work with staff regarding the information required for the
5 Board's review.

6

7 Mr. Hall asked the Board if there is a noise sensitive use that the Board is concerned about.

8

9 Ms. Griest stated no, but she does want to know what the Board is approving so that the Board does not
10 set a precedent for another location by approving it in this location and not understanding why.

11

12 Mr. DiNovo stated that gravel drive is being proposed for access to the transformer. He said that during
13 the text amendment, testimony was received for another project indicating that a grass access would be
14 utilized for access to the transformer. He asked Mr. Borkowski if a gravel drive is necessary for this
15 project or would a grass drive suffice.

16

17 Mr. Borkowski stated that they would prefer a grass drive/path.

18

19 Mr. DiNovo stated that gravel is one of the few elements of the project that would disturb the underlying
20 soil, so if the gravel could be eliminated it would leave 7,200 square feet of soil resource undisturbed.

21

22 Mr. Borkowski noted that at 35 feet the string inverter is 65 decibels.

23

24 Ms. Capel stated that for this project there is no issue with sound, because this is not a sound sensitive
25 application.

26

27 Ms. Griest stated no, but the Board will be approving a variance for that specific item whose underlying

1 purpose was for sound. She said that she would like to know the decibel rating at the fence line, because
2 at 30 feet does not provide a lot of assistance. She said that there are no homes nearby, but in 35 years
3 there could be homes in locations that surround the parcel, so she wants to know what the impact may
4 be.

5

6 Ms. Capel noted that the facility is near the interstate.

7

8 Ms. Griest stated that she understands the location of the facility, but she wants to know.

9

10 Mr. DiNovo stated that the benefit in doing this is mostly a learning process for the Board, because there
11 are four more community solar farms proposed, so it is better for the Board to learn as much as possible
12 and as quickly as possible.

13

14 Ms. Capel agreed.

15

16 Mr. Elwell stated that it appears that this is the best place to start this learning process, because it
17 appears that this is the least sensitive area.

18

19 Mr. Passalacqua stated that some members of the Board are insinuating that this is an uninhabitable area,
20 but across the road are many residences and people do have the desire to live in these areas. He said that
21 he does understand that the highway makes noise, but the mirror image on the other side of the road is
22 all residential. He said that making light of the fact that no one will ever want to live there is not true.
23 He said that there is other noise in this area, but at a closer distance on the other side of the highway are
24 residences.

25

26 Ms. Capel asked the Board and staff if there were any additional questions for Mr. Borkowski.

27

1 Mr. Elwell stated that he would like to have more information regarding the relationship between the St.
2 Joseph Sportsman Club and the area. He said that it has been a while since he has been in this area, but
3 Mr. Borkowski testified that the insurance company has indicated that the facility will be at a safe
4 distance from firearm discharge. He said that in his mind it doesn't make sense to mix firearms with
5 glass.

6
7 Mr. Borkowski stated that he did testify that the insurance company has confirmed that the facility will
8 be located at a safe distance from the firearm range and it will not be an issue.

9
10 Ms. Capel asked Mr. Borkowski if the waiver is only for the separation distance of the inverter to the
11 south fence.

12
13 Mr. Borkowski stated that he is not the engineer that put this together, but it appears that the south fence
14 is the closest to the inverter.

15
16 Ms. Capel called Tami Fruhling-Voges to testify.

17
18 Ms. Tami Fruhling-Voges, who resides at 407 North Third Street, St. Joseph, stated that she is a resident
19 of St. Joseph, a member of the St. Joseph Sportsman Club, and the mayor of St. Joseph. She said that
20 two weeks ago Mr. Borkowski met with the Village of St. Joseph, but there were several unanswered
21 questions. She said that she is not sure if the meeting should have been a public hearing or not, but she
22 will disclose that there was a meeting to discuss the proposed solar farm. She said that many of the
23 Village of St. Joseph's Board members' questions were answered, but the Board did not realize how
24 quickly things would move along after the approval of the County's text amendment. She said that when
25 they were requested to prepare a resolution regarding the solar farm, the St. Joseph Board decided to
26 propose a resolution to not be in favor of the waivers proposed in this case, but she would not say that
27 the Village of St. Joseph is totally opposed to the proposed solar farm. She said that the proposed solar

1 farm location is unique and there are probably less concerns with this location as with other locations
2 that are also proposed for solar farms near the village. She said the Village of St. Joseph Board came to
3 their conclusion to not be in favor of the waivers proposed in this case because even though that
4 particular field may not be an area for future residential, their comprehensive plan maintains that area as
5 agriculture. She said that leaving the field as agriculture opens the door for other uses later down the
6 road, and the concern is that if the solar farm is placed there it will be a permanent structure for a very
7 long time. She said that the Village of St. Joseph's Board had concerns about decommissioning the
8 facility, which this Board is trying to work through, but those concerns are valid for any kind of growth
9 in and beyond that area. She said that there are homes along the south side of the interstate and there are
10 some noise factors, but it has not detoured anyone from living there in the St. Joseph community, and it
11 does depend on which way the wind is blowing. She said that the proposed site may not be an issue, but
12 the surrounding land could be hindered for future growth. She said that if someone came to the Village
13 of St. Joseph and indicated that they would cost share the expense for extending utilities under the
14 interstate, then that is the direction that the Village of St. Joseph wants to go. She said that she has been
15 on the Village of St. Joseph Board since 2005, and there was a trustee at that time who was very
16 motivated in getting those utilities under the interstate, and if hadn't moved to Texas and had stayed in
17 the area she is sure that he would have pushed the Board to make it happen before now. She said that as
18 the mayor, she believes that the potential for growth is on the north side because the interchange is a
19 missed opportunity and if growth ever happens residential uses to the east will come with it. She said
20 that before the Village of St. Joseph updated their comprehensive plan, the proposed area for the solar
21 farm was designated as industrial use in conjunction with the railroad. She said that the trustees'
22 concern is regarding the changes that would be made in the area and how it would affect the Village of
23 St. Joseph's growth and movement in that direction.

24
25 Ms. Fruhling-Voges stated that after the County Board approved the text amendment to the ordinance,
26 she received a phone call indicating that there is a home that is for sale in the proposed location of the
27 solar farm and the potential buyer had questions and concerns about it. She said that within hours of the

1 initial phone call she called the person back to address their questions or concerns and was informed that
2 they had already decided to not purchase the property. She said that the proposed solar farm does affect
3 some of the other properties in its location, and most of that is due to the unknown that comes with
4 anything new and unfamiliar. She said that there are a lot of unknowns, such as the sound. She said that
5 she is not familiar with solar farms and the type of noise that is generated, but she has read and heard
6 about the various noises that they make, so would that be an issue for someone who constructed west of
7 the facility. She said that perhaps the noise from the interstate would drown out any noise that the
8 facility would make, but again, that is an unknown and is a concern of the trustees. She said that as this
9 moves along, the trustees will need to address traffic patterns for the construction of the facility. She
10 said that she is uncertain about how the facility will affect the Village of St. Joseph, but she does
11 understand that the school will benefit by the increased tax assessment. She said that if the facility puts
12 the Village of St. Joseph's growth on hold, then that affects its ability for additional taxes. She said that
13 she would like to know how the facility will affect the community overall. She said that she is a townie
14 that grew up in St. Joseph and there are many times that people come back to the community and are
15 amazed about how it has grown. She said that there is not a day that goes by that she does not hear from
16 someone wanting to know about how St. Joseph intends to grow, because they are wanting to move to
17 our community.

18

19 Ms. Capel asked the audience if anyone desired to cross-examine Ms. Fruhling-Voges.

20

21 Mr. Borkowski asked Ms. Fruhling-Voges if she knew the decibel rating for the interstate noise.

22

23 Ms. Fruhling-Voges stated no, but from personal experience due to a son living just south of the
24 highway, the noise is a factor on some days and on other days it is not a factor.

25

26 Mr. Borkowski stated that highway noise is 80 decibels at 50 feet.

27

1 Mr. DiNovo asked Ms. Fruhling-Voges if the Village of St. Joseph has had an engineer look at optimal
2 routes for extending sanitary sewer, and what areas are more advantageous than others.

3
4 Ms. Fruhling-Voges stated that they are currently in the process of looking towards the east for some
5 potential residential growth. She said that she does not know of exact studies, but there were some done
6 regarding the cost of extending the sanitary sewer under the river. She said that as far as going under the
7 interstate, the trustee's hope is that there will someday be a developer who would like to get that party
8 started and bring a commercial use. She said that once the sanitary sewer is extended under the
9 interstate, there is potential that the area will become more developed, and there are already homes
10 constructed without city facilities.

11
12 Mr. Hall stated the Supplemental Memorandum #1 does include a copy of the Village of St. Joseph's
13 Comprehensive Plan. He verified with Ms. Fruhling-Voges that the copy included in the memorandum
14 is the current version.

15
16 Ms. Fruhling-Voges stated yes, and the proposed location is indicated as agriculture.

17
18 Mr. Hall stated that the Village of St. Joseph's previous plan designated the proposed location as
19 industrial. He asked Ms. Fruhling-Voges if she believes that a solar farm could be considered as
20 industrial.

21
22 Ms. Fruhling-Voges stated that it could be.

23
24 Ms. Capel called Chris Soppet to testify.

25
26 Mr. Chris Soppet, who resides at 2330 CR 2200E, St. Joseph, stated that his wife is the landowner of the
27 property that the proposed project is slated to be constructed upon. She said that his wife is the fifth

1 generation of her family to farm in the St. Joseph-Flatville area, and he happens to be part of that
2 operation. He said that his father-in-law is a member of the St. Joseph Sportsman Club, and they wanted
3 to make sure that they protected the members, including his father-in-law, and they did not want to do
4 anything that would jeopardize the neighboring property. He said that they notice that there is a cell
5 tower which is adjacent to their property and the St. Joseph Sportsman Club gun range, and there is an
6 electrical substation, so they thought that it would be unlikely to have any residential homes on their
7 property and would fit well with the solar farm boom that is occurring. He said that in working with Mr.
8 Borkowski and Community Power, LLC, they were very concerned with their concerns and went back
9 and forth for several months regarding the lease and making sure that it was favorable to them as
10 landowners. He said that he and his wife were concerned about drainage and any tiles being damaged
11 during construction and how it would affect their farm operation. He said that the lease eased their
12 drainage tile concerns and included language indicating that the tile would be fixed properly, and even
13 inserted a picture from the Illinois Department of Agriculture's website which indicated when, how, and
14 by whom the repair had to be done. He said that the standards that were used for the drainage tile were
15 the standards that were used for wind farm projects that were started in this area several years ago. He
16 said that their drainage concerns had been addressed, and to be respectful to their adjacent neighbors
17 they had the site design changed so that it will be difficult for them to farm around but would not be
18 against the southern boundary of the property creating an issue with their neighbor's practices.

19

20 Ms. Capel asked the Board if there were any questions for Mr. Soppet.

21

22 Ms. Griest asked Mr. Soppet if he could tell the Board how frequently he experiences crop loss due to
23 ponding.

24

25 Mr. Soppet stated that there are two small areas, one-half acre total, on the farm that are along the road
26 that drown out due to ponding. He said that the area looks big, but it isn't, and it isn't a total loss, only a
27 50% loss per bushel in those areas, but on a 58-acre tract losing 50 bushels on a one-half acre parcel is

1 not a big issue and is not a deal breaker on whether you would farm the field or not.

2

3 Ms. Griest stated that she did not believe that it was a large enough issue to determine whether the field
4 could or could not be farmed, but she was looking at the potential justification as to why this is a suitable
5 location; even though the soils are best prime farmland soils, there are ponding issues.

6

7 Mr. Soppet stated that south side of the property was determined to be the best location for the solar
8 farm because it was close to the Sportsman Club, in lieu of the north side of the property where future
9 residential properties may be placed. He said that the south side of the field yields 10% less than the
10 north portion of the field; therefore, the solar panels would not be taking up as much productive soils on
11 the farm.

12

13 Mr. Randol asked Mr. Soppet if he owned or farmed the farmland that is east of the subject property.

14

15 Mr. Soppet stated that he did not, it is a separate owner.

16

17 Mr. Hall asked Mr. Soppet if the notch on the site plan is there so that there is no solar farm
18 development within proximity of the shooting range.

19

20 Mr. Soppet stated that the notch is where the skeet shooting occurs. He said that his father-in-law is a
21 lifetime member of the club and he allows the skeet shooting material to fall on his land, and the club
22 members are very respectful to them while they are farming the field and will hold their fire until their
23 work is completed. He said that his family wants to maintain their good relationship with the club. He
24 said that Community Power researched the ballistics of the shooting range and it was determined that the
25 maximum distance a pellet could travel was 600 feet.

26

27 Mr. Hall stated that the notch is the point of the perimeter of the solar farm that requires the waiver for

1 the separation to the inverter. He said that it is a waiver of 25 feet, but the waiver involves an area
2 where he assumes will never have a dwelling as it is between the shooting range and the solar farm.

3
4 Ms. Capel asked the audience if anyone desired to cross-examine Mr. Soppet, and there was no one.

5
6 Ms. Capel called Bradley Marsh to testify.

7
8 Mr. Bradley Marsh, who resides at 1703 CR 2350E, St. Joseph, stated that he farms the land that is north
9 of the proposed solar farm, and he resides at the homesite which is directly northwest of the substation.
10 He said that he represents Union Drainage District #7 St. Joseph-Ogden, and the district is concerned
11 about the poles that are driven into the ground hitting farm tiles that drain into the district tile. He said
12 that since no one really knows where all the farm tiles are located on a farm, the district is concerned
13 about the farm tiles being damaged and causing issues with the district's main tile, which serves
14 approximately 950 acres. He said that his concern, as a resident, is that he already lives near a substation
15 and he is concerned about the sound created by probable future expansion to the north, which would
16 then be directly across the road from him. He said that he was not in favor of the substation when it was
17 constructed due to the amount of voltage generated, and he is not in favor of any expansion to the north.
18 He said that the petitioner indicated that a survey is done for the tile, but no one really knows where the
19 tiles are located, it is an unknown. He said that he has lived at his current residence since 1981, and his
20 family has farmed in the community forever, as they have a centennial farm. He said that it is his belief
21 that there is better place for a solar farm than at the proposed location.

22
23 Ms. Capel asked the Board if there were any questions for Mr. Marsh.

24
25 Mr. DiNovo asked Mr. Marsh if he has had any issues with the substation.

26
27 Mr. Marsh stated that there are night lights at the facility, and he has heard a loud boom at least three

1 times from the substation area. He said that the utility was supposed to keep up the vegetation, but
2 currently half of the vegetation is dead. He said that he does not know what will happen in the future if
3 the solar farm doesn't go over very well or the company goes bankrupt.

4

5 Ms. Capel asked staff if there were any questions for Mr. Marsh, and there were none.

6

7 Ms. Capel asked the audience if anyone desired to cross-examine Mr. Marsh, and there was no one.

8

9 Ms. Lee stated that Mr. Hall previously indicated that the inverter is the reason for one of the waivers,
10 although there is not just one inverter involved with this solar farm, there are 16 inverters.

11

12 Mr. Hall stated that he was referring to the location of the inverters, as they are all located in one
13 location.

14

15 Ms. Capel called Tiffany McElroy-Smetzer to testify.

16

17 Ms. Tiffany McElroy-Smetzer, who resides at 405 E. Lincoln, St. Joseph, stated that as she understands
18 the proposed project, it is not directly across from the interstate, but is north of the St. Joseph Sportsman
19 Club. She said that during previous discussion it sounded like there were two barriers between the solar
20 farm and the interstate, which is not the case. She said that she has an issue with the three
21 variances/waivers that were requested shortly after the approval of the text amendment. She said that
22 requesting the variances/waivers somewhat throws the Board's hard work out the door, because there
23 was a lot of time and work put into the text amendment. She said that a 25 feet difference does not sound
24 like a lot of distance, 250 feet in lieu of 275 feet, but the separation distance was approved for a reason.
25 She said that if there is a difference in the type of inverters, then that should have been brought to the
26 Board's attention before the text amendment was approved, or perhaps if the string inverters are so much
27 different, then there should be an amendment to the ordinance. She said that she is not an expert on

1 decibels, but she believes that the sound should be considered as it goes out and not through
2 measurements. She said that there is a house across the road from the entire tract, so to indicate that there
3 are no adjacent residences is not completely true. She said that she does not understand the reason
4 behind the access road being 40 feet to 24 feet. She said that if she was a solar company and she found
5 out that such a waiver was granted for someone else, she would want the same thing, so perhaps that
6 requirement in the ordinance should be reviewed for revision as well. She said that she does not
7 understand why the solar company did not lease enough land so that they did not have to request the
8 variances. She said that if the Board approves the requested waivers, then she would strongly advise
9 every solar farm to follow suit.

10
11 Ms. McElroy-Smetzer stated that she has been a member of the Village of St. Joseph Zoning Board, the
12 St. Joseph Grade School Board, she is currently the clerk for Village of St. Joseph Board, and she does
13 not understand why the solar company does not bring everything required to the Zoning Board of
14 Appeals for review and approval rather than at permitting, and doing so presents a sign of disrespect.
15 She said that as a Board member she would want to know what the township highway commissioner, the
16 engineer, etc. said before she made her decision. She said that she is not against solar farms, but she
17 thinks they have their place and should comply to the rules in place. She said that it is wonderful that
18 the solar farms will be pollinator friendly, but she did not appreciate the presentation given by the
19 petitioner to the St. Joseph Board, and did not appreciate the comment from Mr. Borkowski indicating
20 that the meeting was just a box he had to check off. She said that she disagrees that the Village of St.
21 Joseph is a box to check off, and the Village of St. Joseph is worth more than that.

22
23 Ms. McElroy-Smetzer stated that she does disagree with Ms. Fruhling-Voges, the Mayor of St. Joseph,
24 and she does not believe that the use of the land should be limited because the Village of St. Joseph has
25 an intended use for the future. She asked why a property owner should be punished when perhaps 25 or
26 30 years ago they were 2 miles for the village limits, and now because the village is closer the property
27 owner has no choice as to what they want to do with their land.

1

2 Ms. Capel asked the Board if there were any questions for Ms. McElroy-Smetzer.

3

4 Mr. DiNovo commented on why the Board is reviewing waivers after the adoption of the ordinance. He
5 said that all the Board members understood that when they were considering the ordinance, they could
6 not imagine every possible combination of conditions, and they could address issues to some degree in
7 the ordinance but there will always be circumstances that require a waiver. He said that the Board
8 expected to see waivers, and they are not evidence that the ordinance is defective. He said that the
9 public hearing process is a mechanism that must be used because an ordinance cannot be written for
10 every parcel in Champaign County, we just don't know enough about them.

11

12 Ms. McElroy-Smetzer stated that she understood Mr. DiNovo's point, but not one time was there any
13 mention of the different types of inverters. She said that if the Board is going to grant waivers for one
14 solar farm, then they should grant the same waiver for all solar farms. She said that the same
15 expectation would be for the width of the access road, because every landowner and solar farm deserves
16 the same consideration. She said that if the ordinance was ten million pages long there would always be
17 a different case that hadn't been considered. She said that she is not being derogatory to the Board or
18 staff because she understands how many hours of work goes into a project like this, and everyone has
19 done a fantastic job. She said that the only thing that she is trying to say is if you grant the waivers for
20 one solar farm, then the next solar farm should receive the same consideration.

21

22 Mr. DiNovo asked Mr. Hall if the waiver in Part B. does not require that they move the inverters,
23 because they could move the fence 25 feet further south and be in compliance without moving the
24 inverter at all.

25

26 Mr. Hall stated that it could be done without putting the panels any closer to the shooting range. He said
27 that he does not believe shotgun pellets would harm the fence unless they are shot at a very close

1 proximity. He said that there is an easy fix for that.

2

3 Mr. DiNovo stated that any impacts that the inverters create will not change, but there will be a 25 feet
4 strip of land and make it impossible to farm.

5

6 Ms. McElroy-Smetzer stated that there are simple solutions to these situations. She said that she is not
7 questioning Part A., but there are requirements that the petitioner could meet and not require the waivers.

8

9 Ms. Capel asked the audience if anyone desired to cross-examine Ms. McElroy-Smetzer, and there was
10 no one.

11

12 Ms. Capel called David Marsh to testify.

13

14 Mr. David Marsh, who resides at 1791 CR 2200E, St. Joseph, stated that he farms next to the other
15 gentleman that discussed drainage. He said that if you poke five feet deep holes in the ground, tiles will
16 be hit, and when a hole is poked in a tile dirt goes into the tile and plugs it up further down. He said that
17 the drainage district is over 100 years old and there were two district tiles broken down last year and they
18 don't need any more. He asked how drainage tile can be repaired or replaced after the solar farm is
19 constructed.

20

21 Ms. Capel asked the Board if there were any questions for Mr. David Marsh.

22

23 Ms. Lee asked Mr. Marsh to indicate the location of his farm.

24

25 Mr. David Marsh stated that he farms next to the gentleman who previously testified.

26

27 Mr. DiNovo asked Mr. David Marsh if he farms to the east or west of the gentleman.

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Mr. David Marsh stated that he farms to the west of him.

Ms. Griest asked Mr. David Marsh to indicate the name of the gentleman that he is referring to during his testimony.

Mr. David Marsh stated that he is referring to Bradley Marsh.

Ms. Capel asked the audience if anyone desired to cross-examine Mr. Marsh, and there was no one.

Ms. Capel asked the audience if anyone else desired to sign the witness register and present testimony regarding this case, and there was no one.

Ms. Capel closed the witness register.

Mr. Elwell asked Mr. Hall if the waiver in Part C. would increase the tillable amount.

Mr. Hall stated that Part C. is not granted, the required 40 feet wide area for access would use more tillable ground. He said that keeping it at 24 feet would require less tillable ground. He said that the required 40 feet wide area was used during the wind farm public hearings and no one objected, but in his view, with a standard like that there will never be a perfect dimension. He said that the requested waiver should not reflect badly upon the petitioner or on this Board.

Mr. DiNovo stated that the only other standard that is similar in the ordinance is the 20 feet access strip for flag lots. He asked Mr. Hall if this standard appears anywhere else other than in wind farms.

Mr. Hall stated no.

1

2 Ms. Capel asked the Board to indicate the items that Mr. Borkowski needs to submit prior to the next
3 public hearing.

4

5 Mr. Elwell stated that the Board requires the decibel rating for the proposed string inverters, unless the
6 Board is satisfied with the testimony indicating 65 decibels.

7

8 Ms. Griest stated that the Board requires a readable data sheet for the inverters. She said that the decibel
9 information should be taken from the data sheet from the manufacturer and not provided by testimony
10 from the petitioner.

11

12 Mr. Borkowski stated that the decibel rating is indicated in the packet.

13

14 Ms. Griest stated that the decibel rating being included in the memorandum is no more solid than any
15 testimony that was provided; therefore, the manufacturer's specification sheet is required.

16

17 Mr. DiNovo stated that he is not sure that the Board can take the decibel rating for a single inverter and
18 simply assume that 16 of them grouped together makes the same amount of noise.

19

20 Mr. Hall stated that 16 inverters will not make the same noise as one inverter, and the decibels will be
21 increased.

22

23 Mr. DiNovo asked Mr. Hall if there a way that staff could estimate the increase in decibels.

24

25 Mr. Hall stated no, and to obtain that information the Board will need to require a noise analysis.

26

27 Mr. Borkowski stated that the decibel rating for a highway is 80 dB at 50 feet, which is lower than

1 the ballistics of a shotgun and less than the substation which is also 80 db. He said that on one side it is
2 buffered by a highway at 80 dB, and on the other side is a substation at 80 dB, with a shooting range in
3 between with shotguns firing at higher decibels.

4

5 Ms. Capel stated that the ambient noise is pretty high in that area.

6

7 Mr. Passalacqua asked Mr. Borkowski if he knew the capacity for the existing substation.

8

9 Mr. Borkowski stated that he believes that it is a 69kV substation.

10

11 Mr. Passalacqua asked Mr. Borkowski if the substation is running at capacity.

12

13 Mr. Borkowski stated yes, pretty much.

14

15 Mr. Passalacqua asked Mr. Borkowski if the addition of the solar farm will overload the existing
16 substation or is that not how it works.

17

18 Mr. Borkowski stated that is not how it works. He said that the substation would take on less power
19 from elsewhere.

20

21 Mr. Elwell stated that Mr. Borkowski previously indicated that at 65 feet away, the inverters could not
22 be heard. He asked Mr. Borkowski if he was indicating the ambient noise or the inverter.

23

24 Mr. Borkowski stated that there is formula used for how noise dissipates at a distance.

25

26 Mr. Elwell stated that the Board has receive a lot of testimony indicating that the distance is 100 feet
27 before a certain noise level is reached, so 65 feet seems relatively small.

1

2 Mr. Borkowski stated that the substation, which has greater voltage running through it, is at 85 dB, but
3 once you are 75 feet away from it you cannot hear it. He said that wind farms are a different animal,
4 because there is more electricity generated by the turbine and there is a lot wind movement that
5 generates a lot of noise and vibrations. He said that the reason why so many people put solar panels on
6 their roof is because they do not make noise.

7

8 Ms. Capel asked the Board if there were any additional requirements for the petitioner prior to the next
9 public hearing.

10

11 Ms. Capel entertained a motion to continue Case 894-S-17 to a date certain.

12

13 Mr. DiNovo asked Ms. Capel if she anticipates continuing Case 897-S-18 as well.

14

15 Ms. Capel stated yes.

16

17 Mr. DiNovo stated that the two cases should be continued to the same meeting.

18

19 Ms. Lee asked Ms. Capel if she anticipates additional witness testimony.

20

21 Ms. Capel stated yes, as the Board has not opened Case 897-S-18 yet.

22

23 Mr. Hall informed Mr. Borkowski that this hearing was scheduled tonight, one week after the adoption
24 of the solar farm ordinance, because it was staff's understanding that a later hearing would be a problem.
25 He said that it is evident that the Board is not ready for final action tonight and the case needs to be
26 continued. He said that there is a meeting in two weeks, September 13th, that has three solar farm cases
27 docketed, and the next meeting is on September 27th where there are two non-solar farm cases. He said

1 that it is his impression that there may be an hour or an hour and one-half available on September 27th.
2 He said that on October 11th there is only one solar farm case scheduled, so if tonight is similar, there is
3 one hour available on October 11th. He asked Mr. Borkowski if any of those meeting dates are
4 reasonable for a continuance.

5
6 Mr. Borkowski stated that the sooner the better is best for his company, but they will do what is also best
7 for the Board. He asked if the Board is continuing the case so that they can obtain the decibel of the
8 inverter.

9
10 Mr. Hall stated that the decibel of the inverter is the only information requested by the Board.

11
12 Ms. Griest stated that the Board also needs to know if the Village of St. Joseph files a Resolution to
13 Protest. She said that the village is the main variance, in her opinion. She stated that the Board wanted
14 to see a road agreement.

15
16 Mr. Hall stated that he does not anticipate seeing a road agreement any time soon, but he hopes he is
17 wrong, although he has not seen anything to indicate otherwise.

18
19 Mr. DiNovo stated that given that the Board has lost a couple of meeting during the summer, he would
20 be open to holding a special meeting.

21
22 Mr. Hall stated that the docket is very crowded and there is no opportunity for a special Thursday night
23 meeting. He said that previously when the Board would try to schedule a meeting on a night other than a
24 Thursday night, it was impossible, but that is up to the Board.

25
26 **Mr. Randol moved, seconded by Mr. Passalacqua, to continue Case 894-S-17 to the September 27,**
27 **2018, meeting.**

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Mr. DiNovo asked the Board if it would be possible to start the meeting at 6:30 p.m.

Mr. Randol moved, seconded by Mr. Passalacqua, to amend the previous motion and continue Case 894-S-17 to the September 27, 2018, meeting, beginning at 6:30 p.m. The motion carried by voice vote.

Mr. DiNovo stated that his travel plans have changed, and he will be in attendance to the September 27th meeting.

Mr. DiNovo requested a short recess.

The Board recessed at 9:12 p.m.

The Board resumed at 9:20 p.m.

Case 897-S-18 Petitioner: Community Power Group, LLC, via agent Michael Borkowski, Owner of Community Power Group. Request: Authorize a Community PV Solar Farm with a total nameplate capacity of 2 megawatts (MW), including access roads and wiring, in the AG-1 Agriculture Zoning District, and including the following waivers of standard conditions: Part A: A waiver for a separation of 165 feet in lieu of the minimum required 240 feet between the PV Solar Farm and non-participating properties 10 acres or less in area, per Section 6.1.5 D. (3) of the Zoning Ordinance; and Part B. A waiver for a separation distance of 30 feet in lieu of 275 feet between a PV SOLAR FARM electrical inverter and the PV SOLAR FARM perimeter fence, per Section 6.1.5 D. (6) of the Zoning Ordinance. Location: Part of a 36.77-acre tract in the West Half of the North Half of the Northwest Quarter of Section 20 of Township 22 North, Range 9 East of the Third Principal Meridian in Ludlow Township, and commonly known as the farmland adjacent to the electric substation on the southwest corner of the intersection of CR 3300N and CR

1 **1300E.**

2
3 Ms. Capel informed the audience that Case 897-S-18 is an Administrative Case and as such, the County
4 allows anyone the opportunity to cross-examine any witness. She said that at the proper time, she will
5 ask for a show of hands for those who would like to cross-examine, and each person will be called upon.
6 She requested that anyone called to cross-examine go to the cross-examination microphone to ask any
7 questions. She said that those who desire to cross-examine are not required to sign the witness register
8 but are requested to clearly state their name before asking any questions. She noted that no new
9 testimony is to be given during the cross-examination. She said that attorneys who have complied with
10 Article 7.6 of the ZBA By-Laws are exempt from cross-examination.

11
12 Ms. Capel informed the audience that anyone wishing to testify for any public hearing tonight must sign
13 the witness register for that public hearing. She reminded the audience that when they sign the witness
14 register they are signing an oath. She asked the audience if anyone desired to sign the witness register
15 and there was no one.

16
17 Ms. Capel asked the petitioner if he would like to provide a statement regarding his request.

18
19 Mr. Mike Borkowski, whose address is 318 Adams Street, Chicago, stated that they are requesting a 2
20 megawatt solar facility which will be in accordance with the Illinois Power Authority Long Term Renewable
21 Energy Program. He said that this site was selected due to its proximity to the substation and available
22 three-phase lines, on land that was not optimal for farming, thus this was considered a good and productive
23 use for that parcel. He said that regarding the waivers, they tried to place the facility as far away as possible
24 from any dwellings but to do that they had to push it as far as possible from the substation. He said that to
25 get the solar facility away from the dwellings, there were still some differentials between the required and
26 requested distances. He said that the next waiver actually pushes the inverters as far away from anywhere
27 and pushes them to a parcel where there are no dwellings in order to get them away from any residences. He

1 said that they could comply with the inverters, but that would push them to individual dwellings, so they
2 decided to push them as far away as possible to a remote fence line. He said lastly, a 40 feet access road
3 would take away from the use of productive farmland and it was unnecessary. He said that the 40 feet
4 requirement related to wind facilities where there is a large turn ratio for the wind farm equipment, which is
5 not relative to solar farms.

6

7 Ms. Capel asked the Board and staff if there were any additional questions for Mr. Borkowski.

8

9 Mr. Elwell asked Mr. Borkowski if this area was picked because it was not considered as best prime
10 farmland in this area.

11

12 Mr. Borkowski stated yes. He said that it was a combination of the parcel's proximity to the electric lines
13 and having an owner of the low productive land with a desire to have a solar farm developed on their land,
14 were two important components of choosing the site.

15

16 Mr. Passalacqua asked Mr. Hall if the parcel was considered to be best prime farmland.

17

18 Mr. Hall stated yes.

19

20 Ms. Capel stated that the LESA score is 98.

21

22 Ms. Lee stated that the parcel in the previous case has a LESA score of 100.

23

24 Mr. Hall stated that Supplemental Memorandum #1 includes additional information regarding the
25 interconnection. He said that Mr. Borkowski hinted during the previous case about some of the issues with
26 the interconnection at this location, and there is an email from Nick Mento, Project Manager for Community
27 Power Group, dated August 30, 2018, discussing their communications with Eastern Illini Electric

1 Cooperative.

2

3 Ms. Capel stated that the email refers to the pending litigation.

4

5 Mr. Hall stated yes.

6

7 Mr. Passalacqua asked Mr. Hall if the email also refers to this parcel.

8

9 Ms. Capel stated that the email is for the interconnection agreement, and the unknown as to whether an
10 agreement will be able to be executed.

11

12 Mr. Borkowski stated that it isn't so much a matter of that, but whether Eastern Illini Electric Cooperative
13 will be able to qualify for renewable energy credits with the Illinois Power Authority and the Community
14 Solar Program.

15

16 Ms. Capel asked Mr. Borkowski how long it will take to resolve the lawsuit.

17

18 Mr. Borkowski stated that they are hopeful that the lawsuit is settled before January 15, 2019. He said that
19 January 15, 2019, is when the application system opens, but in order to get into that system, the company
20 must receive their special use permit approval, and their interconnection agreement. He said that they are
21 pursuing the special use permit approval and have had discussions with the local cooperatives and to the
22 extent that it is something that they are allowed to participate in, they could quickly respond to that and
23 would make this a project that would be available because the special use permit application was approved.

24

25 Ms. Capel asked Mr. Borkowski is he is indicating that it is possible that the project will not happen because
26 the special use permit would be approved, but the interconnection was not possible with the cooperative
27 substation.

1

2 Mr. Borkowski stated yes.

3

4 Ms. Capel asked the audience if anyone desired to cross-examine Mr. Borkowski.

5

6 Ms. Dawn Good, who resides at 1339 CR 3300N, Rantoul, asked Mr. Borkowski to indicate the basis for his
7 comment indicating that the subject property is less productive farm ground. She asked Mr. Borkowski if he
8 had crop production reports for the subject property.

9

10 Mr. Borkowski stated that he is basing his comment on the LESA score.

11

12 Ms. Good asked Mr. Borkowski, in relation to the email from Mr. Mento, when did Eastern Illini Electric
13 Cooperative indicate an interest in participating with this solar farm at this location.

14

15 Mr. Borkowski stated that he has had a variety of discussions with them and they have expressed some level
16 of interest. He said that Eastern Illini Electric Cooperative indicated that if the proposed solar farm was
17 ultimately a project that they are allowed to participate in, then they would consider it.

18

19 Ms. Good asked Mr. Borkowski if he was aware that Eastern Illini Electric Cooperative's preference is to
20 build a solar farm in Ford County instead.

21

22 Ms. Capel informed Ms. Good that she is presenting new testimony. She asked Ms. Good to sign the
23 witness register and present her new testimony at that time.

24

25 Ms. Good agreed to sign the witness register.

26

27 Ms. Capel asked the audience if anyone else desired to cross-examine Mr. Borkowski, and there was no one.

1

2 Ms. Capel called Dawn Good to testify.

3

4 Ms. Dawn Good, who resides at 1339 CR 3300N, Rantoul, stated that her residence is to the east of the
5 proposed solar farm. She said that her family also owns the farm ground adjacent to the subject property.
6 She said that her sister-in-law, Katrina Good, is also present tonight as one of the owners of the adjacent
7 parcel.

8

9 Ms. Good stated that the subject property is family ground, although it is true that they have not farmed it
10 since the late 90's. She said that the subject property was her late husband's great-grandfather's ground and
11 then it passed to the current owners through their mother, although her father-in-law farmed it until the late
12 90's when he became elderly and retired from farming. She said that regarding Mr. Borkowski's comment
13 that the subject property is less productive farm ground, the parcel does have some drainage issues because
14 of old tiling. She said that she is concerned about the drainage on the subject property and how it will affect
15 the farmland to the east. She said that she is concerned about the area between the fence and the property
16 line and what will be planted there, and she understands that it will be trees or shrubs, but if it is something
17 that is tall or invasive, it could affect her property. She said that if tall trees are planted in the area between
18 the fence and the property line, they will affect her crops because they need sunlight to grow and mature.
19 She said that if the vegetation is plantings that are invasive, then she will have to deal with that as well. She
20 said that the other concern that she has is, if the solar farm is not interconnected to Eastern Illini Electric
21 Cooperative, then she and her neighbors across sections of ground will have to deal with it. She that if this
22 becomes power that feeds Ameren and ComEd customers in Champaign and Urbana, she is being asked to
23 live and work around something that she may not be able to participate in, which is a potential problem. She
24 said that she understands that the lawsuit is not settled yet regarding whether Eastern Illini Electric
25 Cooperative members can participate, but for only 400 people who can contract and take part in the solar
26 farm for power, it doesn't seem like much of a benefit to those who must live and work around the solar
27 farm. She asked if the solar farm would be illuminated a night for security.

1

2 Ms. Capel stated no. She noted that Mr. Borkowski testified that there will not be a solar farm on the subject
3 property if they cannot interconnect to the Eastern Illini Electric Cooperative substation.

4

5 Ms. Good thanked Ms. Capel for the clarification.

6

7 Mr. Elwell asked Ms. Good if she has any current ponding issues on her farmland.

8

9 Ms. Good stated yes. She said that she has small ponding places directly east of the residence that is on the
10 corner, and then a little further back to the south, and of course it was worse due to all the rain.

11

12 Ms. Griest asked Ms. Good if she has any drainage tile from her farm that runs through the subject property
13 or the proposed site.

14

15 Ms. Good stated that she does not know, as that would have been a question for her husband who passed
16 away two years ago. She said that her son is currently farming the land and the tile that is currently on her
17 farmland is the older tile, but she does not know where it runs to from their field.

18

19 Ms. Lee stated that there is a special condition regarding lights.

20

21 Mr. Hall stated that as far as he knows, no lighting is proposed. He said that the special condition is a
22 standard condition that is always included in case the subject of lighting comes up, but again, no night
23 lighting is currently being proposed.

24

25 Ms. Good stated that regarding the noise, anything had to be quieter than the katydids and the crickets, so if
26 there is some ambient noise that is created by the solar farm that will put the katydids and crickets to sleep,
27 then she is all for it.

1

2 Ms. Capel asked the Board and staff if there were any additional questions for Ms. Good, and there were
3 none.

4

5 Ms. Capel asked the audience if anyone desired to cross-examine Ms. Good, and there was no one.

6

7 Ms. Capel called Katrina Good to testify.

8

9 Ms. Katrina Good declined to testify.

10

11 Ms. Capel called Bob Hunzinger to testify.

12

13 Mr. Bob Hunzinger, who resides at 4302 Stone Bridge Court, Champaign, stated that he is the
14 President/CEO for Eastern Illini Electric Cooperative. He said that Mr. Borkowski is correct regarding
15 whether Eastern Illini Electric Cooperative can participate or not is in a legal quandary right now. He said
16 that ComEd has filed in court on the issue whether cooperative members and municipal members can
17 participate, and that case is yet to be determined. He said that the individual member cooperatives, like
18 Eastern Illini Electric Cooperative, have the ability to choose whether to participate or not in a community
19 solar project. He said that the Eastern Illini Electric Cooperative Board has considered this issue, and at this
20 time they have not committed to participating in community solar, but it is an ongoing discussion as well.

21

22 Ms. Capel asked Mr. Hunzinger if Eastern Illini Electric Cooperative has an interest in a coal fired power
23 plant in southern Illinois.

24

25 Mr. Hunzinger stated yes, through their wholesale provider, Prairie State, which is located southeast of St.
26 Louis.

27

1 Ms. Capel asked the Board and staff if there were any questions for Mr. Hunzinger.

2

3 Ms. Lee asked Mr. Hunzinger if Eastern Illini Electric Cooperative prefers placing a solar farm facility in
4 Ford County.

5

6 Mr. Hunzinger stated that he is not aware of any project at this time in Ford County. He said that they are
7 served by Ameren in Paxton, so perhaps they are considering placing solar panels on their Paxton
8 headquarters, he is not sure.

9

10 Mr. Randol asked Mr. Hall why the Board is considering this case when there are no commitments yet.

11

12 Mr. Passalacqua stated that Mr. Borkowski testified that they needed receive approval of the special use
13 permit from the local authority before they could be considered.

14

15 Mr. Hunzinger stated that it is possible for the solar farm to connect to their lines as a qualified facility,
16 which is a different type of a project and that would be a federal designation. He said that by federal law,
17 they do have to interconnect with a solar farm if it is a qualified facility designation. He said that the genesis
18 of that is legislation that goes back to 1978.

19

20 Ms. Capel asked Mr. Hunzinger if he said that they must interconnect.

21

22 Mr. Hunzinger stated that they are mandated to connect to a solar facility if it is designated as a qualifying
23 facility.

24

25 Ms. Capel stated that there are standards that the solar facility would have to meet to be considered a
26 qualifying facility.

27

1 Mr. Hunzinger stated yes. He said that Mr. Borkowski could probably answer Ms. Capel's question better
2 than he could, but there is significant economic difference if the project would go under a classification like
3 that versus under the Illinois Power Agency proposals.

4

5 Ms. Capel asked if the incentives are missing.

6

7 Mr. Hunzinger stated yes, or they would be much less.

8

9 Ms. Capel asked the audience if anyone desired to cross-examine Mr. Hunzinger, and there were none.

10

11 Ms. Capel asked the Board if there were additional questions for Mr. Borkowski, and there were none.

12

13 Ms. Capel closed the witness register.

14

15 Mr. DiNovo stated that in the past, if you must screen something, the screening could be placed any place in
16 between the objectionable thing, for example outdoor storage, and what view is trying to be protected. He
17 said that screening does not necessarily have to extend all the way along the west, north and east side of the
18 solar farm, but to screen the view from the house to the northeast the screening would need to be
19 approximately 25 feet along the north side to screen the view. He said that a similarly screening could be
20 placed approximately 500 feet along the road to screen the house to the northwest rather than running the
21 entire west side of the solar farm.

22

23 Mr. Hall agreed.

24

25 Mr. Elwell asked Mr. Hall to clarify Attachment D., which indicates the subject property, the two residences
26 with the yellow dotted line. He asked if the screening is for the entire yellow dotted lines or the area
27 between.

1

2 Mr. Hall stated that the yellow dotted lines go from the dwellings to the point on the solar farm that is within
3 1,000 feet, so the area of the solar farm that is in the yellow dotted lines is where one would expect to see the
4 screening, but the Board could get more creative with the screening and use less.

5

6 Mr. DiNovo stated that if all three sides required screening it would take 2,200 feet of screen planting, but if
7 the screening was required as he previously stated, it would only take 1,600 feet of screen planting.

8

9 Mr. Hall stated that there are two screening plantings proposed, one which is a native species and one that is
10 not.

11

12 Ms. Lee stated that this case has the same decibel issues as Case 894-S-17.

13

14 Mr. Hall stated that the issue is even more magnified in this case.

15

16 Mr. Elwell asked Mr. Hall if string inverters would be utilized in this solar facility as well.

17

18 Mr. Hall stated yes.

19

20 Mr. DiNovo stated that the dwelling is farther away than what even Mr. Hartke requested. He said the noise
21 perspective is only about what the Board wants to do for the properties to the south.

22

23 Ms. Griest asked Mr. Hall if there have been any comments received from the landowner to the south.

24

25 Mr. Hall stated no.

26

27 Mr. Elwell stated that he appreciates the developer's desire to move the inverters as far as possible from the

1 residences and to preserve best prime farmland as well.

2

3 Ms. Capel asked the Board to indicate any required information from the petitioner for the next public
4 hearing.

5

6 Ms. Lee stated that the manufacturer's specification sheet for the string inverters is required for this case too.

7

8 Ms. Capel stated that the Board wants to know the decibel rating for 16 string inverters in one location.

9

10 Mr. Hall stated that the only way to know that is to require a noise analysis, and if the Board thought that
11 they had made that clear in the previous case, it was not.

12

13 Ms. Griest stated that the Board was not requiring a noise analysis, but there was a lot of modeling that was
14 done during the text amendment case, as there was an application that data could be inserted to produce a
15 quality estimate. She said that she does not remember if it was Mr. Hartke or staff that did that.

16

17 Mr. Hall stated that staff can do that, but for only one inverter, not 16.

18

19 Ms. Capel entertained a motion to continue Case 897-S-18 to a date certain.

20

21 **Mr. DiNovo moved, seconded by Mr. Elwell, to continue Case 897-S-18 to September 27, 2018, with**
22 **the meeting beginning at 6:30 p.m. The motion carried at 6:30 p.m.**

23

24 Mr. Hall noted that the ZBA will not be meeting in the Lyle Shields Room, but will meet in the John Dimit
25 Meeting Room.

26

27 Mr. DiNovo stated that the John Dimit Room will be fine.

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Ms. Griest agreed.

7. Staff Report

None

8. Other Business

A. Review of Docket

Ms. Capel asked the Board if anyone would be absent for the September 27th meeting.

Mr. Elwell reminded the Board that he would be absent for the September 13th meeting.

9. Audience participation with respect to matters other than cases pending before the Board

None

10. Adjournment

Ms. Capel entertained a motion to adjourn the meeting.

Mr. Elwell moved, seconded by Ms. Lee to adjourn the meeting. The motion carried by voice vote.

The meeting adjourned at 9:57 p.m.

Respectfully submitted

Secretary of Zoning Board of Appeals