

MINUTES OF SPECIAL MEETING

CHAMPAIGN COUNTY ZONING BOARD OF APPEALS

**1776 E. Washington Street
Urbana, IL 61802**

DATE:	October 12, 2023	PLACE:	Shields-Carter Meeting Room
			1776 East Washington Street
			Urbana, IL 61802

MEMBERS PRESENT: Tom Anderson, Ryan Elwell, Jim Randol, Larry Wood, Lee Roberts

MEMBERS ABSENT: Thaddeus Bates, Nolan Herbert

STAFF PRESENT: John Hall, Susan Burgstrom, Stephanie Berry

OTHERS PRESENT: Liz Reddington, Julio Crispin

1. Call to Order

The meeting was called to order at 6:30 p.m.

2. Roll Call and Declaration of Quorum

The roll was called, and a quorum declared present.

Mr. Elwell informed the audience that anyone wishing to testify for any public hearing tonight must sign the Witness Register.

3. Correspondence – None

4. Minutes – August 31, 2023

Mr. Roberts moved, seconded by Mr. Randol, to approve the August 31, 2023 minutes. The motion carried by voice vote.

5. Audience participation with respect to matters other than cases pending before the Board - None

6. Continued Public Hearings

Mr. Elwell entertained a motion to move Case 104-V-23 to the beginning of the docket.

Mr. Randol moved, seconded by Mr. Roberts, to move Case 104-V-23 to the beginning of the docket. Motion carried by voice vote.

Case 104-V-23

Petitioner: Julio Crispin and Joy Young

Request: Authorize a variance for an existing ground-mounted solar array with a side yard of 4 feet in lieu of the minimum required 10 feet in the AG-1 Agriculture Zoning

1 **District, per Section 7.2.1 of the Champaign County Zoning Ordinance.**

2
3 Location: **A 9.46-acre tract in the Southeast corner of Section 6, Township 21 North, Range 8**
4 **East of the Third Principal Meridian in Condit Township, with an address of 2903**
5 **CR 700E, Fisher.**

6
7 Mr. Elwell informed the audience that anyone wishing to testify for any public hearing tonight must sign
8 the witness register for that public hearing. He reminded the audience that when they sign the witness
9 register, they are signing an oath.

10
11 Mr. Elwell informed the audience that this Case is an Administrative Case, and as such, the County allows
12 anyone the opportunity to cross-examine any witness. He said that at the proper time, he will ask for a
13 show of hands from those who would like to cross-examine, and each person will be called upon. He said
14 that those who desire to cross-examine do not have to sign the Witness Register but will be asked to clearly
15 state their name before asking any questions. He noted that no new testimony is to be given during the
16 cross-examination. He said that attorneys who have complied with Article 7.6 of the ZBA By-Laws are
17 exempt from cross-examination. He asked if the petitioner would like to outline the nature of their request.

18
19 Mr. Crispin stated he needs to show the PDF files and asked if it was okay that he hooked it up to the
20 computer.

21
22 Mr. Elwell told him to go ahead and hand that to Ms. Burgstrom.

23
24 Ms. Burgstrom said that maybe Mr. Hall could give an update to the Board while she is putting this on the
25 computer for Mr. Crispin.

26
27 Mr. Elwell said sounds good and told Mr. Crispin that when he does come back to the testimony
28 microphone, he will need to state his full name and address.

29
30 Mr. Hall stated that Mr. Crispin came to the office today with several survey documents, not a survey of
31 the lot, but various surveys of corners and documented what he believes is that the property line is on the
32 cultivated farmland, and the neighbor is cultivating a significant part of his property, which is not an issue.
33 He said that what that does mean is the solar array was built on his property and he is wanting to get a
34 permit for a new array. He said simply because there were so many different pieces of documents, he told
35 Mr. Crispin that if he could get a letter from the neighbor with a written signature that the proposed solar
36 array is not on the neighbor's land, and in fact meets the minimum setback, then he would be happy to
37 approve a permit with a condition that before compliance, they would have to receive a sketch by a
38 licensed surveyor documenting what the distance is from the solar array to the property line. He said that
39 wouldn't be a survey of the whole property, just focus on that much of it, so that they know that a surveyor
40 is willing to go on record that the solar array at least meets the minimum yard. He said that Mr. Crispin
41 was willing to do that, and he believes he has been working on getting the letter from the neighbor, but he
42 doesn't know if he has had time to get that. He said that brings us up to date and his hope would be that
43 the Board would see fit to dismiss the variance with that understanding that he just explained.

44
45 Julio Crispin, 207 East Church Street, Champaign, stated that the Board knows how this all started. He
46 said he went in July to see Ms. Berry to get a permit for a home that he was going to build, and he was
47 telling her how excited he was about a solar array that they had built there and that is when she mentioned
48 that she didn't have a permit for that solar array. He said he didn't know how to answer that question,
49 because he didn't build it himself, he hired a company to do it, and at the time she mentioned that he

1 couldn't get a permit for his home until that issue was addressed, so he told her he would pay for the
2 permit and he would address it later with the company that was supposed to get the permit for it. He said
3 they found out there was a 10-foot buffer that was required between his property line and the neighbor.
4 He said he told the company that he hired, which is called Radiant Solar, to address that issue and he
5 thinks they were here last time, and he gave him the impression that it was going to be no big deal, the
6 County doesn't require permits for that anyway. He said he has text messages from him saying that the
7 burden of proof was on him, and it was essentially a total chaos for him, and three weeks ago they went
8 radio silent on the subject and one evening they came and took all the solar panels off, even though they
9 had already paid them for the job. He said he thinks they contacted Ms. Burgstrom and told her that, they
10 had taken the solar panels down, and essentially washed their hands of the problem. He said from their
11 end, they had already taken a loan and committed to having this solar array in place and they're in a
12 program with Ameren to have this project completed by December, so that way they can get the incentives
13 that were in place for the year 2023. He said that created a sense of urgency to call all the surveyors around
14 to see if anybody could do something that fast and luckily, he contacted his north neighbor, Chad Castle,
15 and he gave him the phone number for the representative of his south neighbor and she told him that she
16 is aware that there is a discrepancy on the GIS map, that all of their lots are shifted about 28 feet north on
17 the GIS map, but she him her survey for her north property line, which is his south property line. He said
18 he has the images for this survey that shows that the south property line is defined by a monument, that is
19 in the center of the road next to a 30-inch diameter tree. He said using that point, it shows that their
20 predetermined position for the solar array is 38 feet from the property line. He said he has sent images and
21 diagrams to the representative of Wamble Mountain farm operation, and she confirmed that is the property
22 line and it goes through their land and an array of trees on the east side of the road. He told them he would
23 try a little harder here in a second to show them, that would prove that they aren't encroaching on the
24 neighbor's land. He also has images that show that the north neighbor also has the same issue where it
25 shows that their property lines is 28 feet further north and so on, all the way up to the river. He said maybe
26 they can pull up the GIS map here and show that, that will give them more of an explanation to that issue.
27 He said that is all he has, and he has that survey that defines his south property line, and he hopes that is
28 enough to justify their position of the solar array.

29
30 Mr. Elwell thanked Mr. Crispin and asked if there were any questions from the Board. He asked what the
31 lead time was for the survey.

32
33 Mr. Crispin said the companies that he contacted were booked out until 2024, because nobody could get
34 it done in 2023. He said one of the surveyors sent him a survey that they had done in 2010, that again used
35 the same tree as the definer of the south property line for him, the north property line of the south neighbor.
36 He said it is kind of strange, but if you look at the definition of his land, so there was a bigger land, and it
37 essentially says this land minus that is this. He said it is a short definition, it references that point on the
38 north boundary line of the south property line and that's what is in question is where the south property
39 line is defined as, and it is that tree.

40
41 Ms. Burgstrom said on the screen here, they will see the 2023 aerial; it shows the solar array being south
42 of the property line, which is the thick black line and Mr. Crispin's land is to the north of that line. She
43 said he is saying that there is this tree on the east side of the road that corresponds directly to a location
44 on the road that has a marker for the boundary; therefore, the property line is south of the solar array and
45 the cultivation line encroaches onto Mr. Crispin's land, so what he is saying is that the GIS here has an
46 error and he is working to provide the documentation to show that the existing solar array that was
47 removed and the proposed solar array would be north of the property line by at least ten feet and therefore
48 a variance would not be necessary.

49

1 Mr. Crispin said he would show them the tree line. He said see this spot here is what the south farm defines
2 as their property line and it goes past this and it supposed to continue here, but as they can see on his land
3 there has never been no use of the land, it uses as much as it can and it even comes down, because there
4 are some trees here and then goes back up to kind of cover this. He said if they go to the north property
5 line for the neighbor's, it shows a similar issue where all this is shifted up, so if they see how there is a
6 big gap here. He said Mr. Castle and Wamble Mountain both agree that this is an error on there, that both
7 are good and that their property line is not defined by this but defined by this. He said it happens again
8 here and see this property line is defined by this, not this, and he is not sure what triggered that mistake,
9 but it continues on to almost every property that they've got on that road. He said the definition of his
10 property line uses that monument, that monument is about 38 feet south of the current position of the solar
11 array and he doesn't know what other points the GIS map uses, but it is not accurate in a lot of areas in
12 there, so there is probably some discrepancy that needs to be addressed.

13

14 Mr. Elwell asked if there were any questions from the Board.

15

16 Mr. Wood said if there is no need for a variance, then there is nothing for them to do. He said it would be
17 up to staff to determine whether that was accurate or not.

18

19 Ms. Burgstrom said correct and asked Mr. Hall if they needed to dismiss the case formally somehow,
20 because she hasn't run into this situation.

21

22 Mr. Hall said that would be best, that way it would be clear that the Board decided there were no issues
23 that they had to deal with.

24

25 Mr. Wood said they really don't know that he until they determine whether this information is correct or
26 not.

27

28 Mr. Hall said that is right.

29

30 Mr. Wood said yes, so how can they say they don't have an issue.

31

32 Mr. Hall said he is hoping they'll trust the Administrator to settle that issue and if it turns out different
33 than what Mr. Crispin explained, then they may be back at another variance case.

34

35 Mr. Randol said it would come back as a different case.

36

37 Mr. Hall said yes.

38

39 **Mr. Randol moved, seconded by Mr. Wood, to dismiss Case 104-V-23.**

40

41 Mr. Elwell said they have a motion and a second, and asked if there was any discussion. He said if there
42 is something wrong, he would prefer for him to not have to pay another fee for another variance case.

43

44 Mr. Hall said the only way that can happen is to include that as part of any future variance from the fee
45 and it would be up to the Board to decide. He said it is not within his power to do that and it's not in the
46 ordinance anywhere.

47

48 Mr. Elwell said if they continue with this case and if there is a special condition that he provides the
49 information like what he had described earlier.

1 Mr. Randol said they aren't continuing this case; they just had a motion that was seconded to dismiss it.

2
3 Mr. Elwell said right, he understands but there is a discussion part.

4
5 Mr. Randol said he doesn't know where he is talking about continuing the case.

6
7 Mr. Elwell said there is a discussion part after the motion is made and he is having a discussion, so he
8 understands what he is saying. He said if this case comes back as 28 feet instead of 38 feet, he doesn't
9 want him to have to come back and pay another 200 dollars or how much ever it is to have another variance
10 case, so his thought process is, if he brings in that information, then there is no beef, but if it comes in
11 anything other than what they're thinking, then he would have to pay another fee and asked if that was
12 correct.

13
14 Mr. Hall said yes and the only alternative to that would be to suspend the By-Laws and continue this case
15 for six months while he provides that information.

16
17 Mr. Elwell asked if they could have that as a special condition, that he isn't going to get the Administrator
18 to sign off on the construction permits until he provides that evidence – haven't they done that before.

19
20 Mr. Hall said he is suggesting that they don't even need that as a condition; just dismiss the case, he isn't
21 going to get a permit until they get a letter from the neighbor, then the permit will require a surveyor to
22 verify the location of the solar array and at that point if the solar array doesn't meet the required yard,
23 another variance will be necessary. He said that'll have been two times to get the necessary information
24 to them and it still wouldn't have worked; now why wouldn't that deserve to pay for a second variance.

25
26 Mr. Elwell said that they have a motion on the floor and all in favor say aye. The motion carried by voice
27 vote. He asked if this needed to be a roll call vote.

28
29 Mr. Hall said let him check, he thinks since this is in effect a final determination, then a roll call vote
30 would be best.

31
32 Mr. Elwell requested a roll call vote.

33
34 The vote was called as follows:

35				
36	Randol - Yes	Anderson - Yes	Herbert - Absent	Bates - Absent
37	Elwell - No	Roberts – Yes	Wood - Yes	
38				

39 Mr. Elwell told Mr. Crispin that Case 104-V-23 has been dismissed. He is sure there is going to be some
40 communication between Planning and Zoning and them – have a good day sir.

41
42 **Cases 099-S-23 and 100-S-23**

43 Petitioner: **Champaign Solar 1, LLC, a subsidiary of Pivot Energy Development, LLC**

44
45 Request: **Case 099-S-23**
46 **Authorize a Community PV Solar Farm with a total nameplate capacity of 5**
47 **megawatts (MW), including access roads and wiring, in the AG-1 Agriculture Zoning**
48 **District, and including the following waivers of standard conditions:**

Part A: A waiver for a separation distance of 1.07 miles from a municipality with a zoning ordinance in lieu of the minimum required 1.5 miles, per Section 6.1.5 B.(2)a.

Part B: A waiver for a separation distance of 42 feet between the solar inverters and the perimeter fence in lieu of the minimum required 275 feet, per Section 6.1.5 D.(6).

Part C: A waiver for not entering into a Roadway Upgrade and Maintenance Agreement or waiver therefrom with the relevant local highway authority prior to consideration of the Special Use Permit by the Board, per Section 6.1.5 G. of the Zoning Ordinance.

Other waivers may be necessary.

Location: A 90-acre tract of land west of the Canadian National Railroad in the Southeast Quarter of Section 34, Township 17 North, Range 8 East of the Third Principal Meridian in Pesotum Township, and commonly known as farmland owned by JHBLT LLC on the north side of CR 0N.

Case 100-S-23

Petitioner: Champaign Solar 1b, LLC, a subsidiary of Pivot Energy Development, LLC

Request: Part A: A waiver for a separation distance of 1.07 miles from a municipality with a zoning ordinance in lieu of the minimum required 1.5 miles, per Section 6.1.5 B.(2)a.

Part B: A waiver for a separation distance of 10 feet between the solar inverters and the perimeter fence in lieu of the minimum required 275 feet, per Section 6.1.5 D.(6).

Part C: A waiver for not entering into a Roadway Upgrade and Maintenance Agreement or waiver therefrom with the relevant local highway authority prior to consideration of the Special Use Permit by the Board, per Section 6.1.5 G. of the Zoning Ordinance.

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1 exempt from cross-examination. He asked if the petitioner would like to outline the nature of their request.

2
3 Liz Reddington. 625 West Adams, Floor 19, Chicago, thanked them for having her back here again. She
4 referred to slide two of her PowerPoint on the projector. She said just as a summary, this is a tabled
5 discussion from the July 13, 2023 public hearing she attended and the reason to table the projects was to
6 ensure that drainage patterns are going to be maintained due to the construction or potential construction
7 of the solar project. She said since that date they have completed all their drain tile studies and provided
8 an updated site plan, they have coordinated with the drainage district's attorney and their engineering team
9 in order to get their site plan edited and have discussed litigation measures with the drainage district
10 themselves. She said they have gone ahead and redesigned their project with the incorporated feedback
11 from the drainage district and zoning staff, and that is what she is going to be sharing here today.

12
13 Ms. Reddington asked if it is okay that she is doing both projects kind of in the same go here. She referred
14 to slide three of her PowerPoint. She said the first project is Champaign Solar 1, LLC, the southern solar
15 array. She said this is similar information that was shared previously as far as the parcel number goes. She
16 said the acreage is about 35 acres, they have maintained the setbacks that are required by the County, so
17 they're 60 feet from the County Road 0 North, 26 feet from all property lines, and 1,000 feet from
18 nonparticipating residences. She said the fencing they will install is the required eight-foot chain link fence
19 or game fence and will have a gravel access road to the southeast. She said the project is still five
20 megawatts AC and 6.25 megawatts DC with an estimated production that would be the equivalent of about
21 1,400 homes. She said this type of technology does not require utilities, so they wouldn't be needing any
22 sewage, waste, irrigation, water services, trash services, recycling services, or natural gas. She said they're
23 interconnecting to lines that are along County Road 0 North. She said they have done their diligence with
24 the Illinois Department of Natural Resources and Illinois Historic Preservation Office, and there are no
25 endangered species on this site.

26
27 Ms. Reddington referred to slide four of her PowerPoint. She said this is a slide that will depict the changes
28 that they have made since they've last been here July 13, 2023, so in the upper left-hand corner is the
29 original site plan that was presented and to the right is their updated site plan. She said they've defined
30 the 40-foot setback along the main drainage tile, so they'll see in the middle it is circled. She said it is a
31 little bit difficult to see from here, but all their solar array racking is outside of that 40-foot setback. She
32 said they've created a further 40-foot setback from other mutual drainage tiles circled in the bottom right-
33 hand corner. She said overall, in order to accomplish that setback requirement, they've reduced their row
34 spacing, so in between the solar panels their row spacing has decreased by about three feet, which has
35 lowered their production estimates. She said they've maintained all the required setbacks as she had
36 discussed in slide three, so they're still within the parcel that they'd originally applied on, and they were
37 able to maintain the drainage setbacks.

38
39 Ms. Reddington referred to slide five of her PowerPoint. She said Champaign Solar 1b, LLC is their
40 northern array and again, same parcel. She said this site is slightly smaller, it is about 25 acres now and
41 they're maintaining the required setbacks of the County ordinance. She said the same fencing will be
42 installed as the previous project and that gravel access road continues north to reach that northern array.
43 She said they've been able to maintain the same system size, so it's still a five-megawatt AC size with no
44 threatened or endangered species.

45
46 Ms. Reddington referred to slide six of her PowerPoint. She said in the upper left-hand corner is the
47 original site plan and the right-hand side is the new site plan. She said they've shifted the solar array all
48 the way to the south, so if they'll see at the bottom where it is circled, they shifted from the northern
49 boundary, and it is evident on the previous site plan where they had space in between the two solar array

1 projects. She said they've gone ahead and gotten approval to share a fence line between the two projects,
2 so that gave them a lot more space. She said they've created that 40-foot setback from mutual drainage
3 tiles and these are mostly found on the northern end of the solar array, so they've completely avoided
4 those. She said they've gone ahead and reduced their row spacing on this solar array project as well by
5 about three feet. She said they've maintained the required setbacks overall and are going to be adjacent to
6 that southern solar array project.

7
8 Ms. Reddington referred to slide seven on her PowerPoint. She said this is just the slide showing the before
9 and after site plan of both solar array projects. She said the after slide of the site plan shows the drainage
10 tiles that they were able to show based off the survey, so they were always avoiding this to the furthest
11 extent that they could. She said the drainage district tile in the middle and all the mutual drainage tiles to
12 the north and southeast corner are going to be avoided.

13
14 Ms. Reddington referred to slide eight on her PowerPoint. She said overall the comments they've received
15 from the drainage district and their attorney were that they didn't want to see any boring, which is
16 accomplished by them avoiding the drainage tiles. She said they don't want to see any subsurface tiling,
17 which they wouldn't do with their drainage tiles, because they're avoiding it. She said they shared a cable
18 management system option with them for cabling, because there are going to be wires connecting the DC
19 to the AC power, so they are going to use above ground cabling where appropriate to avoid their drainage
20 tiles altogether with snake trays or other cable management systems that they have with their contractors.
21 She said they've gone ahead and avoided mutual drainage tiles that is feedback they received from the
22 zoning staff, and they've done a 40-foot off center setback and are going to have an easement with
23 themselves and the drainage district in order to adhere to all of the title commitments they have. She said
24 they're going to be ordering specialized racking, so this is at a higher cost to them, because of the different
25 system sizes now, but that is in order to avoid the drainage tiles. She said they're row spacing has been
26 reduced. She said sorry, this is kind of redundant, but they're creating adjacent fencing between both solar
27 array projects, which allows them to maintain system independence still by utilizing a little bit more of
28 the parcel. She said they've moved the northern solar array project further south as she had shown. She
29 said prior to construction, and this is just what they do on a regular basis for all of their projects with their
30 drainage tile studies, but all drainage tiles whether they're mutual or not will be flagged out and their solar
31 array racking will be situated accordingly to ensure that none of their piles are driven into the drainage
32 tiles. She said their cable management system will be used to reduce trenching, so they're going to reduce
33 the amount of trenching required for any underground electrical to the extent necessary and all of their
34 home runs can be above ground in order to avoid those drainage tiles, and where necessary a snake tray
35 will be used to bring their tiles up and over tiles or snake trays can be used to go under existing drainage
36 tiles for if and when maintenance ever needs to occur on drainage tiles, then people can access it. She said
37 that is a summary of where they are today and that concludes her presentation for update on their site plan.

38
39 Mr. Elwell thanked Ms. Reddington and asked if there were any questions from the Board of Staff.

40
41 Mr. Hall asked Ms. Reddington what the last line on slide eight meant when it says a snake tray will be
42 used to bring cables up and over or under the drainage tiles. He said when it is under the drainage tile that
43 means it is under ground, right.

44
45 Ms. Reddington said yes, it would be designed to be under if necessary.

46
47 Mr. Hall asked her how high above the ground will it be when it is above ground.

48
49 Ms. Reddington said it will be on the ground from her understanding of the snake tray options.

1 Mr. Hall said he's imagining somewhere down on the southern portion where he has always referred to
2 as the drainage district tile there will be wires crossing that 40-foot, which is going to be an easement, but
3 won't there be wires crossing that 40-foot easement at some place.
4

5 Ms. Reddington said yes and that is why the drainage district approved the cable management system
6 being above ground.
7

8 Mr. Hall said okay.
9

10 Ms. Berry said or underground.
11

12 Ms. Reddington said or underground, if necessary, but they have seen the specifications of the cable
13 management system and have approved it with that feedback of ensuring that there is above ground
14 cabling.
15

16 Mr. Hall asked if she could talk about the specialized racking for the solar array.
17

18 Ms. Reddington said if they see here how most of the racking is all the same length north to south, it is
19 how the manufacturers provide them the racking for economies of scale and efficiency. She said what they
20 did here was they'll be cutting it in half for certain areas, so it will be the same look, manufacturer,
21 material, and east to west racking, it will just be a different length cut from the steel at the racking
22 manufacturer in order to tighten and use the land efficiently here, so that is what she met by specialized
23 racking.
24

25 Mr. Hall said it would seem to him that when they walk out to do their inspection, if they do have solar
26 arrays that match the after image, then they have in fact used the specialized racking.
27

28 Ms. Reddington said yes, they'd be able to measure their different lengths, than some of the other portions
29 of the solar array.
30

31 Mr. Hall said okay and told the Board what he is concerned about is that there were two things on the
32 summary list of comments, the above ground cabling where needed and the snake tray to bring the cables
33 up and over or under. He said those are things that don't appear on any site plan, they seem to be essential
34 to the creation of the easement. He asked Ms. Reddington how they plan to create that easement and if
35 there would be a survey document that shows the easement with a written description filed with the
36 Recorder of Deeds.
37

38 Ms. Reddington said the way she started to speak with Mr. Emkes about developing the easement was just
39 like they would for any sort of crossing agreement and they would have it in that form of template where
40 they'd have the agreement that would list they're avoiding it or allowing access for maintenance to really
41 nail out those details, then they'd record a legal description to show where the easement and depiction is
42 located, so it would be executed between them as the applicant and the drainage district.
43

44 Mr. Hall said asked if the drainage district would have to sign the easement.
45

46 Ms. Reddington said yes, that is where the conversations have led.
47

48 Mr. Hall said okay, he told the Board his concern is the easement, above ground cabling, and snake tray,
49 three things that are essential to doing everything that has been proposed and they haven't gotten those

1 memorialized into special conditions. He said if they don't think that is necessary, that is great – fewer
2 conditions are always better. He said normally they'd try to have some condition to make sure that, in fact,
3 those things are done, but if the Board thinks that the drainage district knows they're supposed to get an
4 easement, then maybe they can trust the drainage district to make sure that happens.

5
6 Mr. Randol said it would be in their best interest to see that it happens.

7
8 Mr. Hall said yes it would, and maybe the Board is comfortable with leaving that between the drainage
9 district and developer.

10
11 Mr. Randol said he is, because he thinks as much interaction as they have with drainage districts and their
12 concern about drainage tile, he thinks they're going to make sure that that happens that way.

13
14 Mr. Hall said okay.

15
16 Mr. Randol said that is his opinion.

17
18 Mr. Hall asked about the above ground cabling where needed, that is a very technical issue and there isn't
19 an indication of where that will be and are they concerned about that.

20
21 Mr. Randol said he knows where he is going with this and he would look at it like this, they've never
22 asked for details unless he is mistaken about where the cables run underground.

23
24 Mr. Hall said they never had a drainage district tile that would be impacted.

25
26 Mr. Randol said true.

27
28 Mr. Hall said maybe that should be left between the drainage district and the developer.

29
30 Mr. Randol said he kind of feels the same way, the drainage districts are going to want to know where that
31 stuff is, because if they have to dig for any reason, they're not going to want to hit it above ground or
32 underground, so he thinks that is something they should have documented.

33
34 Mr. Wood said he is assuming when it's above ground that it's encased in something.

35
36 Ms. Reddington said yes, it's encased and that's based off the National Electrical Code.

37
38 Mr. Wood asked if it was concrete.

39
40 Ms. Reddington said no it is usually...

41
42 Mr. Wood said PVC.

43
44 Ms. Reddington said yes.

45
46 Mr. Wood said okay, if they get a big enough piece of equipment running across there it might crush it,
47 but he doesn't know and assumes the standard for that must allow for any heavy equipment that might be
48 in there to do any digging.

49

1 Mr. Randol said he knows they're planning on not having to do any mowing extensively or anything like
2 that around the solar array, but what about where the drainage tiles are, he would call those waterways
3 and asked if those would be mowed or how will they maintain the grass in those areas, because if it is
4 going be mowed, then he would be concerned about the cable being above ground.

5
6 Ms. Reddington said they'd require their projects to be mowed and with the machinery going over this
7 area, so that will occur. She said right now they'd still maintain it, so there is no overgrowth or noxious
8 weeds that grow, they would just require their mowers to use specialized equipment around that area
9 where the above ground cables will go.

10
11 Mr. Randol said they will maintain that, so the drainage district wouldn't have to do anything with that
12 area.

13
14 Ms. Reddington said correct, so within their fence line they're required to maintain all the vegetation
15 inside of the fence and within the solar array racking.

16
17 Mr. Hall asked if there will be gates in the fence where the drainage tile easement comes up to the fence,
18 so the easement will essentially be unobstructed.

19
20 Ms. Reddington referred to the screen and asked if he meant right here.

21
22 Mr. Hall said yes there and on the east side.

23
24 Ms. Reddington said they've not discussed that; right now the gate would only be here, then an entrance
25 up here for the system, but she doesn't see that as an issue if he feels like that should be a condition. She
26 said from here they'd be able to use this entrance to get here and if they needed to, she doesn't see a reason
27 why they'd not be able to adhere to a gate requirement there.

28
29 Mr. Randol said he is pretty sure that drainage tile goes on into the field beyond their property line.

30
31 Ms. Reddington said yes, it does.

32
33 Mr. Randol said maybe what Mr. Hall is looking at is if the drainage district would have to dig there, then
34 a gate would be easier than having to replace fence or something like that and asked Mr. Hall if that was
35 where he was going.

36
37 Mr. Hall said yes.

38
39 Ms. Reddington said they could include that as part of their easement language in requirements within
40 their easement with the drainage district to ensure they've got access.

41
42 Mr. Randol said he thinks that would be nice.

43
44 Mr. Wood asked if a written agreement has already been signed between them and the drainage district to
45 cover all this stuff.

46
47 Ms. Reddington said no, to date all they've shared are the specifications of the cable management and
48 their site plan, so upon receiving approval to proceed they'd go on and do the easement. She said she has
49 emailed and spoken with the law office of the drainage district, so the wheels are in motion so to speak,

1 and they'd be able to move on with an easement with them.
2
3 Mr. Hall asked who the attorney or firm is.
4
5 Ms. Reddington said she doesn't remember the firm's name, but the lawyer is Kyle Emkes.
6
7 Mr. Hall said okay, yes.
8
9 Ms. Reddington asked if she is pronouncing that name right.
10
11 Mr. Hall said yes, Mr. Emkes has been here in other cases.
12
13 Ms. Reddington said oh okay, then his assistant is Ms. Benson.
14
15 Mr. Elwell said his understanding is that it would be sufficient for their Board if there was a signed
16 agreement with the drainage district, but they're not going to require the language or anything like that
17 other than maybe the fencing that they spoke about.
18
19 Mr. Hall said he would leave that language to between the drainage district and the developer and asked
20 if he was thinking of a condition requiring a written agreement.
21
22 Mr. Wood said he thinks a special condition adding that.
23
24 Mr. Elwell said he doesn't care what it looks like, he just wants to make sure that the drainage tile is taken
25 care of, and he thinks that is going to be the drainage commissioner's main concern. He said he feels like
26 they are going to make sure that their drainage tile is going to be taken care of; he doesn't necessarily care
27 what it says if they are happy and he doesn't even care if there is a second gate as long as they are happy.
28
29 Mr. Hall asked Ms. Reddington if she would expect that agreement with the drainage district to be in place
30 before construction or would it be done as part of construction.
31
32 Ms. Reddington said no, that is absolutely what would happen or what would be required of them for
33 financing purposes, so obviously they've seen this site plan already, then they would be able to share a
34 final construction set with the drainage district prior to them submitting for a building permit. She said
35 within that exercise is when they would then execute the easement with them to ensure that they are happy,
36 then that also takes care of what will be required of them for their title insurance, because in the State of
37 Illinois, especially in agriculture zoned lands, all their title insurance is based off ensuring that drainage
38 patterns are intact, they won't get construction financing without this. She said to answer his question,
39 yes, they would have the easement in place prior to submitting for a building permit and getting
40 construction financing.
41
42 Mr. Hall asked her if she expected that easement to include the language about the cabling that goes across
43 the easement.
44
45 Ms. Reddington said they certainly could have it as that.
46
47 Mr. Hall said as the Zoning Administrator, he would feel better knowing that they could trust in having a
48 copy of that executed agreement filed with their office as a precondition to the permit and at that point,
49 they know the easement has been established, any cabling provisions for the drainage district concerns

1 have been taken care of, and access to the easement i.e., gates if necessary. He said that one special
2 condition would take care of everything.

3
4 Mr. Randol said to make that one of their special conditions that they'll have to have that proof.

5
6 Mr. Elwell told Ms. Reddington that as he has read through the case and going back to the July meeting,
7 the one question in the back of his mind is they're on the north side of the county road and asked what
8 would've been different on the south side of the county road making the solar array in Douglas County.

9
10 Ms. Reddington asked him if he meant as far as how the permitting process would go or a design.

11
12 Mr. Elwell said presumably they wouldn't have had to go before the Board in Douglas County, because
13 there is no Board.

14
15 Ms. Reddington said correct, there is no solar ordinance and from what they understand is that they
16 wouldn't be able to submit to that county. She said in any of their projects though, if the question is about
17 drainage and maintaining drainage tiles, they'd require their drain tile surveys for all their projects
18 regardless of where they're located, because of the risk that is associated with damaging them, so they'd
19 do a drain tile survey in Douglas County if that is the question – she guesses she is misunderstanding the
20 question.

21
22 Mr. Elwell said he was thinking there have been two cases here, so would it have been easier from the
23 perspective of the developer to have developed in a county that didn't have zoning compared to a county
24 that does have zoning.

25
26 Ms. Reddington said they've developed in counties that don't have zoning and they still go through a
27 building permit process, so a lot of the practices that they do regardless of zoning are consistent across all
28 their projects. She said Pivot Energy is one that wouldn't develop without any sort of guidance, they
29 wouldn't drive piles without having some sort of oversight and from what they understand there is no
30 solar right now in Douglas County.

31
32 Mr. Elwell said that is really the answer he wanted to hear was that they're going to do what they're going
33 to do regardless, because that is the right thing to do and thanked her.

34
35 Mr. Elwell asked the Board and Staff if there were any other recommendations on special conditions other
36 than the drainage tile easement.

37
38 Mr. Hall said he does have another question for Ms. Reddington and asked her if they expected to have a
39 road use agreement with the township.

40
41 Ms. Reddington yes, they have spoken with the township highway commissioner. She said because of the
42 county boundary, they're redoing their road use agreement, so at the time of their preparation of this permit
43 application there was not one available for them to execute, but they understand that it's a requirement of
44 a building permit in Champaign County to have an executed road use agreement.

45
46 Mr. Hall said the way that staff had drafted it, they'd suggested that if there is a waiver for the road use
47 agreement, then a special condition requiring it wouldn't be necessary. He said they've never actually
48 done that before; they've always made sure that there is a road use agreement before the County Board
49 approves a solar or wind farm. He said he prefers to keep following that approach and it sounds like that's

1 what they're planning to do.

2
3 Ms. Reddington said they've had discussions with the township highway commissioner, and he's
4 approved what they've presented to him on where the driveways would be and things like that and there
5 is nothing for them to even execute at this time unfortunately.

6
7 Mr. Hall asked if they're not going to require a road use agreement.

8
9 Ms. Reddington said they will, she guesses what they're doing is redoing their actual form agreement, so
10 there was not a final document or draft for them to sign and execute.

11
12 Mr. Hall asked her if she expects they'll have one for them to sign prior to construction.

13
14 Ms. Reddington said the way that she thinks that this would happen is that it would just be a requirement
15 or a special condition that they'd have to have a road use agreement in place before submitting the building
16 permit. She said that they wouldn't be able to construct this system without a road use agreement.

17
18 Mr. Hall said okay, he guesses it is up to the Board, the way the road use agreement is handled through
19 special condition F, it says it is not needed if a waiver is received and that there is a waiver included for
20 that, so if the Board doesn't see a need to require a road use agreement, then they can approve the waiver
21 and that would be left between the developer and the highway authority, it's whatever the Board would
22 prefer to do, but right now the way it is written is they'd approve the waiver and the special condition goes
23 away.

24
25 Mr. Randol said he was curious about that because he is not saying that anybody is being dishonest in any
26 of this, but they could say that they've got an agreement with the road district and that they're going to let
27 them do this and that, and the road district comes up and says that they never told them anything, because
28 there is nothing in writing to show it. He personally thinks that there should be something in writing to
29 hold everybody accountable.

30
31 Ms. Burgstrom asked if she could make a clarification and said for special condition F and G.6., she put
32 in parentheses to note that it's not needed if a waiver is received. She said her intention with that was she
33 was speaking to the waiver from the township or highway department and not the Zoning Board of
34 Appeals version of the waiver, so the special condition is if they get the waiver from the highway
35 department or relevant township from doing the transportation impact analysis as well as not needing the
36 agreement, then this special condition could go away.

37
38 Mr. Hall asked if they could strike out the thing in parentheses, because he found that confusing and
39 thanked her for that clarification – he has no other questions right now.

40
41 Mr. Elwell asked if there were any other questions from the Board. Seeing none, he told Ms. Reddington
42 that he would be reading the special conditions from Attachment J on page 36 of 53. He said if she agrees,
43 then please answer in the affirmative.

44
45 Mr. Hall told Mr. Elwell that he hopes they can assume that the same set of special conditions will apply
46 to both Special Use Permits.

47
48 Mr. Elwell said for both cases, correct.

49

1 Mr. Hall said except for this special condition for the drainage easement that will only apply to Case 099-
2 S-23, which the Board hasn't reviewed yet. He said they can review that when the time comes, but that
3 would be one that applies only to the southern portion, because there are no drainage district easements in
4 the northern portion.

5
6 Ms. Burgstrom said she would like to mention for special condition A, it currently reads the site plan
7 received September 27, 2023; it needs to read October 11, 2023 since they have that new document of
8 record handed out tonight.

9
10 Mr. Randol asked her where she was at.

11
12 Ms. Burgstrom said the very first special condition is 17.A. on page 36 of 53.

13
14 Mr. Randol said okay.

15
16 Mr. Elwell told Ms. Reddington that he would be reading the special conditions from Attachment J on
17 page 36 of 53, as follows:

18
19 **A. The approved site plan consists of the following documents:**

- 20
 - **Site Plan received October 11, 2023.**

21
22 The special condition stated above is required to ensure the following:

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

25
26 Mr. Elwell asked if she agreed.

27
28 Ms. Reddington said yes.

29
30 **B. The Zoning Administrator shall not authorize a Zoning Use Permit Application or**
31 **issue a Zoning Compliance Certificate on the subject property until the lighting**
32 **specifications in Paragraph 6.1.2.A. of the Zoning Ordinance have been met.**

33
34 The special condition stated above is required to ensure the following:

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

37
38 Mr. Elwell asked if she agreed.

39
40 Ms. Reddington said yes, they're not proposing exterior lighting.

41
42 **C. The Zoning Administrator shall not issue a Zoning Compliance Certificate for the**
43 **proposed PV SOLAR FARM until the petitioner has demonstrated that the proposed**
44 **Special Use complies with the Illinois Accessibility Code, if necessary.**

45
46 The special condition stated above is required to ensure the following:

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

1 Mr. Elwell asked if she agreed.

2

3 Ms. Reddington said yes.

4

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

9

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

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

13

14 Mr. Elwell asked if she agreed.

15

16 Ms. Reddington said yes.

17

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

23

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

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

27

28 Mr. Elwell asked if she agreed.

29

30 Ms. Reddington said yes.

31

32 F. **A Roadway Upgrade and Maintenance Agreement or waiver therefrom signed by**
33 **Pesotum Township and approved by the Environment and Land Use Committee,**
34 **shall be submitted at the time of application for a Zoning Use Permit.**

35

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

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

39

40 Mr. Elwell asked if she agreed.

41

42 Ms. Reddington said she thinks the answer is no, because they don't have anything executed and their
43 request would be to have that as a special condition of the permit to have an executed road use agreement
44 prior to the building permit submittal.

45

46 Mr. Elwell said this would be after the application.

47

48 Mr. Hall asked Ms. Burgstrom if there is any way to, they can do that, if need be, the road use agreement
49 could be taken to ELUC as a single item. He said ELUC meets once a month, so they might be talking

1 about a three-week delay, but the point is this special condition could be fulfilled whenever they needed
2 it to be fulfilled, but it would be before the permit to construct.

3
4 Ms. Reddington said for more background on the conversations they've had the township commissioner
5 is they provided in their application the correspondence that they've had with them where he states that
6 there is nothing for them to sign, so if she is following Mr. Hall correctly, what he is proposing here is the
7 zoning approval could happen today with the special condition that this agreement needs to be in place
8 prior to a construction permit.

9
10 Mr. Hall said they need to have a copy of the agreement before they approve construction.

11
12 Ms. Reddington said construction, right, okay.

13
14 Mr. Hall said the way this is worded, it also says that must be approved by the Environment and Land Use
15 Committee. He said the Environmental and Land Use Committee doesn't approve it, but they want to
16 know that they've entered into an agreement with the relevant highway authority, then they approve that.
17 He said that is where he was explaining that the Environment and Land Use Committee meets once a
18 month except for July, they don't have a meeting in July, so while they'd only have to submit this at the
19 time of applying for their permit, they do need to run it by the Environment and Land Use Committee and
20 they can do that once a month, so it's not 100 percent what they're hoping for, but he would say it's more
21 like 95 percent, because they'll submit their application to construct any time in a month. He said they can
22 have that approved then after the next ELUC meeting the following month.

23
24 Ms. Reddington said to navigate moving forward, they could get zoning approval and still move forward,
25 then to get the building permit or construction approval, it would require approval by the Environment
26 and Land Use Committee down the road, and that could be months from now, they may not submit for
27 several months.

28
29 Mr. Hall said yes.

30
31 Ms. Reddington asked him if there was any other step or governing body that needs to approve this project
32 between that and the County Board approval.

33
34 Mr. Hall said they'd structure the County Board approval, because he knows they want to get overall
35 approval as soon as they can, that would be structured with a condition that the road use agreement would
36 be approved by ELUC whenever they're ready.

37
38 Ms. Reddington said okay.

39
40 Mr. Hall said whenever they're ready that would go to an ELUC meeting, then that would complete all
41 their County Board approvals.

42
43 Ms. Reddington said it would go Zoning to County Board with special conditions, then to building permit,
44 and then kind of backwards to Environment and Land Use Committee.

45 Mr. Hall said yes.

46
47 Ms. Reddington said that makes sense.

48
49 Mr. Hall said they've never done that, but there is no reason why they can't.

1 Ms. Burgstrom said she just wants to be clear that after the ZBA, the project itself does go to ELUC since
2 it is a Special Use Permit. She said this would be another ELUC meeting down the road whenever that
3 road use agreement is ready to take back to ELUC.

4
5 Ms. Reddington said or if the road use agreement is ready tomorrow, they could do both agreements.

6
7 Ms. Burgstrom said take it along to ELUC and do it all at once.

8
9 Ms. Reddington said okay this makes sense and thanked them for clarifying, so she thinks her answer to
10 that is still no, because they don't have a road use agreement in place right now.

11
12 Mr. Elwell said it says it shall be submitted at the time of application for the Zoning Use Permit.

13
14 Ms. Burgstrom said which is the construction permit.

15
16 Mr. Elwell said right, which is the construction permit.

17
18 Ms. Reddington said okay.

19
20 Mr. Randol said it would be smoother to get that road use agreement as soon as possible.

21
22 Mr. Hall said sure it makes everything easier.

23
24 Mr. Randol said yes.

25
26 Mr. Elwell continued to read special condition G., as follows:

27
28 **G. The following submittals are required prior to the approval of any Zoning Use Permit**
29 **for a PV SOLAR FARM:**

30 1. **Documentation of the solar module's unlimited 10-year warranty and the 25-**
31 **year limited power warranty.**

32
33 2. **Certification by an Illinois Professional Engineer that any relocation of**
34 **drainage district tile conforms to the Champaign County Storm Water**
35 **Management and Erosion Control Ordinance.**

36
37 3. **An irrevocable letter of credit to be drawn upon a federally insured financial**
38 **institution with a minimum acceptable long term corporate debt (credit)**
39 **rating of the proposed financial institution shall be a rating of "A" by S&P or**
40 **a rating of "A2" by Moody's or a rating of "A-" by Kroll's within 200 miles of**
41 **Urbana or reasonable anticipated travel costs shall be added to the amount of**
42 **the letter of credit.**

43
44 4. **A permanent soil erosion and sedimentation plan for the PV SOLAR FARM**
45 **including any access road that conforms to the relevant Natural Resources**
46 **Conservation Service guidelines and that is prepared by an Illinois Licensed**
47 **Professional Engineer.**

48 5. **Documentation regarding the seed to be used for the pollinator planting, per**
49 **6.1.5 F.(9).**

- 6. **A Transportation Impact Analysis provided by the applicant that is mutually acceptable to the Applicant and the County Engineer and State’s Attorney; or Township Highway Commissioner; or municipality where relevant, as required by 6.1.5 G. 2.**
- 7. **The telephone number for the complaint hotline required by 6.1.5 S.**
- 8. **Any updates to the approved Site Plan from Case 099-S-23 per the Site Plan requirements provided in Section 6.1.5 U.1.c.**

The special condition stated above is required to ensure the following:
The PV SOLAR FARM is constructed consistent with the Special Use Permit approval and in compliance with the Ordinance requirements.

Mr. Elwell asked if she agreed.

Ms. Reddington said yes.

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

- 1. **An as-built site plan of the PV SOLAR FARM including structures, property lines (including identification of adjoining properties), as-built separations, public access road and turnout locations, substation(s), electrical cabling from the PV SOLAR FARM to the substations(s), and layout of all structures within the geographical boundaries of any applicable setback.**

Mr. Elwell asked if this was also within the easement like the electrical cabling and does that need to be stated or anything like that.

Mr. Hall said he doesn’t think it does.

Mr. Elwell said okay and continued to read item 2., as follows:

- 2. **As-built documentation of all permanent soil erosion and sedimentation improvements for all PV SOLAR FARM including any access road prepared by an Illinois Licensed Professional Engineer.**
- 3. **An executed interconnection agreement with the appropriate electric utility as required by Section 6.1.5 B.(3)b.**

The special condition stated above is required to ensure the following:
The PV SOLAR FARM is constructed consistent with the special use permit approval and in compliance with the Ordinance requirements.

Mr. Elwell asked if she agreed.

Ms. Reddington said yes.

- 1 I. **The Applicant or Owner or Operator of the PV SOLAR FARM shall comply with the**
- 2 **following specific requirements that apply even after the PV SOLAR FARM goes into**
- 3 **commercial operation:**
- 4
- 5 1. **Maintain the pollinator plantings in perpetuity.**
- 6
- 7 2. **Cooperate with local Fire Protection District to develop the District’s emergency**
- 8 **response plan as required by 6.1.5 H.(2).**
- 9
- 10 3. **Cooperate fully with Champaign County and in resolving any noise complaints**
- 11 **including reimbursing Champaign County any costs for the services of a qualified**
- 12 **noise consultant pursuant to any proven violation of the I.P.C.B. noise regulations**
- 13 **as required by 6.1.5 I.(4).**
- 14
- 15 4. **Maintain a current general liability policy as required by 6.1.5 O.**
- 16
- 17 5. **Submit annual summary of operation and maintenance reports to the**
- 18 **Environment and Land Use Committee as required by 6.1.5 P.(1)a.**
- 19
- 20 6. **Maintain compliance with the approved Decommissioning and Site Reclamation**
- 21 **Plan including financial assurances.**
- 22
- 23 7. **Submit to the Zoning Administrator copies of all complaints to the telephone**
- 24 **hotline on a monthly basis and take all necessary actions to resolve all legitimate**
- 25 **complaints as required by 6.1.5 S.**
- 26

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

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

31 Mr. Elwell asked if she agreed.

33 Ms. Reddington said yes.

- 35 J. **The PV SOLAR FARM COUNTY Board SPECIAL USE Permit designation shall**
- 36 **expire in 10 years if no Zoning Use Permit is granted.**
- 37

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

The PV SOLAR FARM is constructed in compliance with the Ordinance requirements.

42 Mr. Elwell asked if she agreed.

44 Ms. Reddington said yes.

- 46 K. **The owners of the subject property hereby recognize and provide for the right of**
- 47 **agricultural activities to continue on adjacent land consistent with the Right to Farm**
- 48 **Resolution 3425.**
- 49

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

Conformance with Policy 4.2.3 of the Land Resource Management Plan.

Mr. Elwell asked if she agreed.

Ms. Reddington said the landowner isn't here and asked how the first phrase was asked.

Mr. Elwell said the owners of the subject property hereby recognize and provide the right of agricultural activities to continue on the adjacent land consistent with the Right to Farm Resolution 3425.

Ms. Reddington said yes.

- L. **A 5 feet deep open trench shall extend for 30 feet on either side of any drainageway that is crossed with underground wiring and the relevant drainage district shall be provided 48 hours in which to inspect for tile and the positions of any tile lines that are discovered shall be recorded using Global Positioning System (GPS) technology.**

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

That drainage district tiles are protected.

Mr. Elwell asked if she agreed.

Ms. Reddington said yes.

- M. **The terms of approval are the requirements of the current Section 6.1.5 of the Zoning Ordinance as amended August 18, 2022.**

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

That the current version of the Zoning Ordinance has been referenced.

Mr. Elwell asked if she agreed.

Ms. Reddington said yes.

Mr. Elwell entertained a motion to move to the Finding of Facts.

Mr. Hall said they've got the special condition for the drainage easement.

Mr. Elwell said oh because this is the south side.

Mr. Hall asked Ms. Burgstrom if he could type those on the projector.

Mr. Elwell thanked him.

Ms. Burgstrom said this special condition would be only for Case 099-S-23, right.

Mr. Hall said yes.

Ms. Burgstrom said okay.

1 Mr. Elwell read new item N., as follows:

2
3 N. **A copy of the signed agreement with the drainage district establishing the 40 feet wide**
4 **easement and including any provisions for cabling and access to the easement shall**
5 **be provided to the Zoning Administrator prior to issuance of the Zoning Use Permit.**
6

7 The special condition stated above is required to ensure the following:
8 **Adequate care is taken to protect the drainage district tile.**
9

10 Mr. Elwell asked if she agreed.

11
12 Ms. Reddington said yes.

13
14 Mr. Elwell entertained a motion to move to the Findings of Fact for Case 099-S-23.

15
16 **Mr. Wood moved, seconded Mr. Roberts, to move to the Findings of Fact for Case 099-S-23. The**
17 **motion carried by voice vote.**
18

19 Mr. Elwell told Ms. Reddington that he would be reading the Findings of Fact from Attachment J on page
20 41 of 53, as follows:

21
22 Mr. Hall asked if the Board is intending to have one set of Findings of Fact for Cases 099-S-23 and 100-
23 S-23.

24
25 Mr. Randol asked if they wanted that as a motion, if so, he would make that a motion, that they make it a
26 dual.

27
28 Mr. Hall said it would save some time.

29
30 Mr. Randol said dual response or however they want to word that for Cases 099-S-23 and 100-S-23.

31
32 Ms. Burgstrom asked if it mattered that the waivers are slightly different for Cases 099-S-23 and 100-S-
33 23 in terms of going through those.

34
35 Mr. Hall said he thought they were the same.

36
37 Mr. Wood said it's just item B.

38
39 Ms. Burgstrom said item B. for Cases 099-S-23 and 100-S-23 is just a little different.

40
41 Mr. Hall said okay.

42
43 Ms. Burgstrom said 10 feet and 42 feet.

44
45 Mr. Hall said okay, the amount.

46
47 Ms. Burgstrom said if they do them en masse it doesn't really matter.

48
49 Mr. Hall said they can do them en masse.

1 Ms. Burgstrom said they sure can.

2
3 Mr. Hall said okay.

4
5 Mr. Elwell told Mr. Randol that they've got a motion on the table.

6
7 Mr. Randol said yes, he made that a motion.

8
9 **Mr. Randol moved, seconded by Mr. Wood, to do the Findings of Fact en masse for Cases 099-S-23**
10 **and 100-S-23. The motion carried by voice vote.**

11
12 Mr. Elwell said he would be reading the Findings of Fact en masse for Cases 099-S-23 and 100-S-23 from
13 Attachment J on page 41 of 53, as follows:

14
15 **FINDINGS OF FACT FOR CASES 099-S-23 AND 100-S-23**

16 From the documents of record and the testimony and exhibits received at the public hearing for zoning case
17 **099-S-23 and 100-S-23 held on July 13, 2023 and October 12, 2023**, the Zoning Board of Appeals of
18 Champaign County finds that:

19
20 **1. The requested Special Use Permit *{IS / IS NOT}* necessary for the public convenience at this**
21 **location because:**

22
23 Mr. Wood said the requested Special Use Permit IS necessary for the public convenience at this location
24 because the State of Illinois has adopted a Renewable Portfolio Standard that established a goal of 25%
25 of the State's energy coming from renewable sources by the year 2025. He said the Illinois Future Energy
26 Jobs Act requires installation of 3,000 MW or 3 GW of new solar capacity by the year 2030. He said there
27 is an existing power line along the south side of CR 0N.

28
29 **2. The requested Special Use Permit *{SUBJECT TO THE SPECIAL CONDITIONS IMPOSED***
30 ***HEREIN}* is so designed, located, and proposed to be operated so that it *{WILL NOT / WILL}***
31 **be injurious to the district in which it shall be located or otherwise detrimental to the public**
32 **health, safety, and welfare because:**

33
34 **a. The street has *{ADEQUATE / INADEQUATE}* traffic capacity and the entrance**
35 **location has *{ADEQUATE / INADEQUATE}* visibility.**

36
37 Mr. Randol said the street has ADEQUATE traffic capacity and the entrance location has ADEQUATE
38 visibility.

39
40 **b. Emergency services availability is *{ADEQUATE / INADEQUATE}* because:**

41
42 Mr. Randol said the emergency services availability is ADEQUATE because the subject property is
43 approximately 2.9 miles from the Pesotum fire station, and the Pesotum Fire Protection District was
44 notified of these cases and no comments have been received.

45
46 **c. The Special Use *{WILL / WILL NOT}* be compatible with adjacent uses because:**
47

1 Mr. Randol said the Special Use WILL be compatible with adjacent uses because the proposed project is
2 surrounded by land in agricultural production and the nearest residence is about 1,080 feet from the PV
3 Solar Farm fenced area.

4
5 **d. Surface and subsurface drainage will be {ADEQUATE / INADEQUATE} because:**
6

7 Mr. Randol said the surface and subsurface drainage will be ADEQUATE because no part of the subject
8 property is in the Special Flood Hazard Area and the proposed project must comply with the Storm Water
9 Management and Erosion Control Ordinance. He asked if they should add something there about the
10 signed agreement with the drainage district.

11
12 Mr. Hall said he thinks it would be a good idea.

13
14 **e. Public safety will be {ADEQUATE / INADEQUATE} because:**
15

16 Mr. Randol said the public safety will be ADEQUATE because relevant jurisdictions were notified of this
17 case, and no comments have been received.

18
19 **f. The provisions for parking will be {ADEQUATE / INADEQUATE} because:**
20

21 Mr. Randol said the provisions for parking will be ADEQUATE because no parking will be required at
22 the unmanned PV Solar Farm.

23
24 **g. The property {IS/IS NOT} WELL SUITED OVERALL for the proposed
25 improvements because:**
26

27 Mr. Randol said the property IS WELL SUITED OVERALL for the proposed improvements because the
28 site is reasonably well-suited in all aspects and has no major defects.

29
30 **h. Existing public services {ARE/ARE NOT} available to support the proposed
31 SPECIAL USE without undue public expense because:**
32

33 Mr. Randol said the existing public services ARE available to support the proposed Special Use without
34 undue public expense because no additional public services are necessary for this proposed development.

35
36 **i. Existing public infrastructure together with the proposed development {IS/IS NOT}
37 adequate to support the proposed development effectively and safely without undue
38 public expense because:**
39

40 Mr. Randol said the existing public infrastructure together with the proposed development IS adequate to
41 support the proposed development effectively and safely without undue public expense because no new
42 public infrastructure is required for the proposed development.

43
44 Mr. Randol said therefore, the requested Special Use Permit, SUBJECT TO THE SPECIAL
45 CONDITIONS IMPOSED HEREIN, is so designed, located, and proposed to be operated so that it WILL
46 NOT be injurious to the district in which it shall be located or otherwise detrimental to the public health,
47 safety, and welfare.
48

1 **3a. The requested Special Use Permit *{SUBJECT TO THE SPECIAL CONDITIONS IMPOSED***
 2 ***HEREIN*** ***{DOES / DOES NOT}*** conform to the applicable regulations and standards of the
 3 **DISTRICT** in which it is located, subject to approval of the requested waivers.
 4

5 Mr. Wood said the requested Special Use Permit, SUBJECT TO THE SPECIAL CONDITIONS
 6 IMPOSED HEREIN, DOES conform to the applicable regulations and standards of the district in which
 7 it is located, subject to approval of the requested waivers.
 8

9 **3b. The requested Special Use Permit *{SUBJECT TO THE SPECIAL CONDITIONS IMPOSED***
 10 ***HEREIN*** ***{DOES / DOES NOT}*** preserve the essential character of the **DISTRICT** in which
 11 **it is located because:**
 12

13 **a. The Special Use will be designed to *{CONFORM / NOT CONFORM}* to all relevant**
 14 **County ordinances and codes.**
 15

16 Mr. Wood said the Special Use will be designed to CONFORM to all relevant County ordinances and
 17 codes.
 18

19 **b. The Special Use *{WILL / WILL NOT}* be compatible with adjacent uses.**
 20

21 Mr. Wood said the Special Use WILL be compatible with adjacent uses.
 22

23 **c. Public safety will be *{ADEQUATE / INADEQUATE}*.**
 24

25 Mr. Wood said the public safety will be ADEQUATE.
 26

27 Mr. Wood said therefore the requested Special Use Permit, SUBJECT TO THE SPECIAL CONDITIONS
 28 IMPOSED HEREIN, DOES preserve the essential character of the DISTRICT in which it is located.
 29

30 **4. The requested Special Use Permit *{SUBJECT TO THE SPECIAL CONDITIONS IMPOSED***
 31 ***HEREIN*** ***{IS / IS NOT}*** in harmony with the general purpose and intent of the Ordinance
 32 **because:**
 33

34 **a. The Special Use is authorized in the District.**
 35

36 **b. The requested Special Use Permit *{IS/ IS NOT}* necessary for the public convenience**
 37 **at this location.**
 38

39 Mr. Wood said the requested Special Use Permit IS necessary for the public convenience at this location.
 40

41 **c. The requested Special Use Permit *{SUBJECT TO THE SPECIAL CONDITIONS***
 42 ***IMPOSED HEREIN*** **is so designed, located, and proposed to be operated so that it**
 43 ***{WILL / WILL NOT}* be injurious to the district in which it shall be located or**
 44 **otherwise detrimental to the public health, safety, and welfare.**
 45

46 Mr. Wood said the requested Special Use Permit, SUBJECT TO THE SPECIAL CONDITIONS
 47 IMPOSED HEREIN, is so designed, located, and proposed to be operated so that it WILL NOT be
 48 injurious to the district in which it shall be located or otherwise detrimental to the public health, safety,
 49 and welfare.

- d. **The requested Special Use Permit {SUBJECT TO THE SPECIAL CONDITIONS IMPOSED HEREIN} {DOES / DOES NOT} preserve the essential character of the DISTRICT in which it is located.**

Mr. Wood said the requested Special Use Permit, SUBJECT TO THE SPECIAL CONDITIONS IMPOSED HEREIN, DOES preserve the essential character of the DISTRICT in which it is located.

Mr. Wood said therefore the requested Special Use Permit, SUBJECT TO THE SPECIAL CONDITIONS IMPOSED HEREIN, IS in harmony with the general purpose and intent of the Ordinance.

- 5. **The requested Special Use IS NOT an existing nonconforming use.**

- 6. **Regarding necessary waivers of standard conditions:**

Mr. Hall asked if the Board was going to do those en masse.

Mr. Elwell said that is what he was hoping for and asked if there was any discussion.

Per Section 7.15 of the Champaign County ZBA Bylaws, “waivers may be approved individually or *en masse* by the affirmative vote of a majority of those members voting on the issue, and shall be incorporated into the Findings of Fact with the reason for granting each waiver described.”

For Case 099-S-23:

- A. **Regarding Part A of the proposed waivers, for a distance of 1.07 miles between a PV FARM and a municipality with zoning in lieu of the minimum required one and one-half miles:**

- (1) **The waiver IS in accordance with the general purpose and intent of the Zoning Ordinance and WILL NOT be injurious to the neighborhood or to the public health, safety, and welfare because: The requested waiver (variance) is 71.3% of the minimum required, for a variance of 28.7%. Relevant jurisdictions have been notified of this case, and no comments have been received.**

- (2) **Special conditions and circumstances DO exist which are peculiar to the land or structure involved, which are not applicable to other similarly situated land and structures elsewhere in the same district because: There is an interstate and interchange limiting visibility of the PV Solar Farm between the Village of Pesotum and the PV Solar Farm. Adjacent landowners within 250 feet of the subject property were sent notification of the proposed project on June 28, 2023, and no comments have been received.**

- (3) **Practical difficulties or hardships created by carrying out the strict letter of the regulations sought to be varied WILL prevent reasonable or otherwise permitted use of the land or structure or construction because: Without the proposed waiver, the PV Solar Farm could not be located on the subject property.**

1 (4) The special conditions, circumstances, hardships, or practical difficulties DO
2 NOT result from actions of the applicant because: The petitioners were not
3 aware of this separation requirement when they leased the land for the PV
4 Solar Farm.

5
6 (5) The requested waiver IS the minimum variation that will make possible the
7 reasonable use of the land/structure.
8

9 **B. Regarding Part B of the proposed waivers, for inverters that are 42 feet from the PV**
10 **Solar Farm fence in lieu of 275 feet:**

11
12 (1) The waiver IS in accordance with the general purpose and intent of the Zoning
13 Ordinance and WILL NOT be injurious to the neighborhood or to the public
14 health, safety, and welfare because: The requested waiver (variance) is 15%
15 of the minimum required, for a variance of 85%. Relevant jurisdictions have
16 been notified of this case, and no comments have been received.
17

18 (2) Special conditions and circumstances DO exist which are peculiar to the land
19 or structure involved, which are not applicable to other similarly situated land
20 and structures elsewhere in the same district because: The inverters have been
21 placed as far away as possible from the nearest residences.
22

23 (3) Practical difficulties or hardships created by carrying out the strict letter of
24 the regulations sought to be varied WILL prevent reasonable or otherwise
25 permitted use of the land or structure or construction because: The inverters
26 would have to be moved farther west, which is closer to the nearest residences.
27

28 (4) The special conditions, circumstances, hardships, or practical difficulties DO
29 NOT result from actions of the applicant because: The petitioners placed the
30 inverters where they are in order to maintain the greatest distance from the
31 nearest residences.
32

33 (5) The requested waiver IS the minimum variation that will make possible the
34 reasonable use of the land/structure.
35

36 **C. Regarding Part C of the proposed waivers, for not entering into a Roadway Upgrade**
37 **and Maintenance Agreement or waiver therefrom with the relevant local highway**
38 **authority prior to consideration of the Special Use Permit by the Board:**
39

40 (1) The waiver IS in accordance with the general purpose and intent of the Zoning
41 Ordinance and WILL NOT be injurious to the neighborhood or to the public
42 health, safety, and welfare because: The requested waiver (variance) is 0% of
43 the minimum required, for a variance of 100%. A special condition has been
44 added requiring this information prior to approval of a Zoning Use Permit.
45

46 (2) Special conditions and circumstances DO exist which are peculiar to the land
47 or structure involved, which are not applicable to other similarly situated land
48 and structures elsewhere in the same district because: The petitioner is
49 working with Tuscola Township on either a waiver or a Roadway Upgrade

and Maintenance Agreement. A special condition has been added requiring this information prior to approval of a Zoning Use Permit.

(3) Practical difficulties or hardships created by carrying out the strict letter of the regulations sought to be varied WILL prevent reasonable or otherwise permitted use of the land or structure or construction because: Without the proposed waiver, the Special Use Permit process might have to be extended in order to have sufficient time to prepare this document.

(4) The special conditions, circumstances, hardships, or practical difficulties DO NOT result from actions of the applicant because: The petitioner is working with Tuscola Township to receive either an agreement or a waiver from this requirement.

(5) The requested waiver, SUBJECT TO THE PROPOSED SPECIAL CONDITION, IS the minimum variation that will make possible the reasonable use of the land/structure.

For Case 100-S-23:

A. Regarding Part A of the proposed waivers, for a distance of 1.07 miles between a PV FARM and a municipality with zoning in lieu of the minimum required one and one-half miles:

(1) The waiver IS in accordance with the general purpose and intent of the Zoning Ordinance and WILL NOT be injurious to the neighborhood or to the public health, safety, and welfare because: The requested waiver (variance) is 71.3% of the minimum required, for a variance of 28.7%. Relevant jurisdictions have been notified of this case, and no comments have been received.

(2) Special conditions and circumstances DO exist which are peculiar to the land or structure involved, which are not applicable to other similarly situated land and structures elsewhere in the same district because: There is an interstate and interchange limiting visibility of the PV Solar Farm between the Village of Pesotum and the PV Solar Farm. Adjacent landowners within 250 feet of the subject property were sent notification of the proposed project on June 28, 2023, and no comments have been received.

(3) Practical difficulties or hardships created by carrying out the strict letter of the regulations sought to be varied WILL prevent reasonable or otherwise permitted use of the land or structure or construction because: Without the proposed waiver, the PV Solar Farm could not be located on the subject property.

(4) The special conditions, circumstances, hardships, or practical difficulties DO NOT result from actions of the applicant because: The petitioners were not aware of this separation requirement when they leased the land for the PV Solar Farm.

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(5) The requested waiver IS the minimum variation that will make possible the reasonable use of the land/structure.

B. Regarding Part B of the proposed waivers, for inverters that are 10 feet from the PV SOLAR FARM fence in lieu of 275 feet:

(1) The waiver IS in accordance with the general purpose and intent of the Zoning Ordinance and WILL NOT be injurious to the neighborhood or to the public health, safety, and welfare because: The requested waiver (variance) is 3.6% of the minimum required, for a variance of 96.4%. Relevant jurisdictions have been notified of this case, and no comments have been received.

(2) Special conditions and circumstances DO exist which are peculiar to the land or structure involved, which are not applicable to other similarly situated land and structures elsewhere in the same district because: The inverters have been placed as far away as possible from the nearest residences.

(3) Practical difficulties or hardships created by carrying out the strict letter of the regulations sought to be varied WILL prevent reasonable or otherwise permitted use of the land or structure or construction because: The inverters would have to be moved farther west, which is closer to the nearest residences.

(4) The special conditions, circumstances, hardships, or practical difficulties DO NOT result from actions of the applicant because: The petitioners placed the inverters where they are in order to maintain the greatest distance from the nearest residences.

(5) The requested waiver IS the minimum variation that will make possible the reasonable use of the land/structure.

C. Regarding Part C of the proposed waivers, for not entering into a Roadway Upgrade and Maintenance Agreement or waiver therefrom with the relevant local highway authority prior to consideration of the Special Use Permit by the Board:

(1) The waiver IS in accordance with the general purpose and intent of the Zoning Ordinance and WILL NOT be injurious to the neighborhood or to the public health, safety, and welfare because: The requested waiver (variance) is 0% of the minimum required, for a variance of 100%. A special condition has been added requiring this information prior to approval of a Zoning Use Permit.

(2) Special conditions and circumstances DO exist which are peculiar to the land or structure involved, which are not applicable to other similarly situated land and structures elsewhere in the same district because: The petitioner is working with Tuscola Township on either a waiver or a Roadway Upgrade and Maintenance Agreement. A special condition has been added requiring this information prior to approval of a Zoning Use Permit.

(3) Practical difficulties or hardships created by carrying out the strict letter of the regulations sought to be varied WILL prevent reasonable or otherwise

permitted use of the land or structure or construction because: Without the proposed waiver, the Special Use Permit process might have to be extended in order to have sufficient time to prepare this document.

(4) The special conditions, circumstances, hardships, or practical difficulties DO NOT result from actions of the applicant because: The petitioner is working with Tuscola Township to receive either an agreement or a waiver from this requirement.

(5) The requested waiver, SUBJECT TO THE PROPOSED SPECIAL CONDITION, IS the minimum variation that will make possible the reasonable use of the land/structure.

Mr. Wood moved, seconded by Mr. Randol, to approve all the standard conditions en masse for Cases 099-S-23 and 100-S-23. The motion passed by voice vote.

Mr. Elwell asked Mr. Hall if that moved them down to number seven.

Mr. Hall said yes.

7. THE SPECIAL CONDITIONS IMPOSED HEREIN ARE REQUIRED TO ENSURE COMPLIANCE WITH THE CRITERIA FOR SPECIAL USE PERMITS AND FOR THE PARTICULAR PURPOSES.

Mr. Elwell entertained a motion to accept the Summary of Evidence, Documents of Record, and Findings of Fact for Cases 099-S-23 and 100-S-23.

Mr. Wood moved, seconded by Mr. Roberts, to adopt the Summary of Evidence, Documents of Record, and Findings of Fact as amended for Cases 099-S-23 and 100-S-23. The motion carried by voice vote.

Mr. Elwell told Ms. Reddington that they didn't have a full Board tonight, but she will need four affirmative votes to have their cases sent with an approved recommendation to the County Board. He said they could either vote tonight or she could postpone the cases until they have a full Board present, it is up to her, but keep in mind the Findings of Fact were all unanimously affirmative.

Ms. Reddington said she requests that they vote tonight.

Mr. Elwell entertained a motion to move to the Final Determination for Cases 099-S-23 and 100-S-23.

Mr. Wood moved, seconded by Mr. Randol, to move to the Final Determination for Cases 099-S-23 and 100-S-23. The motion carried by voice vote.

Mr. Elwell said he would be reading the Final Determination for Case 099-S-23 from Attachment J on page 50 of 53, as follows:

FINAL DETERMINATION FOR CASE 099-S-23

The Champaign County Zoning Board of Appeals finds that, based upon the application, testimony, and other evidence received in this case, that the requirements for approval of Section 9.1.11B.

1 **{HAVE / HAVE NOT}** been met, and pursuant to the authority granted by Section 9.1.6 B. of the
2 Champaign County Zoning Ordinance, recommends that:

3
4 The Special Use requested in Case 099-S-23 is hereby **{GRANTED/ GRANTED WITH
5 SPECIAL CONDITIONS / DENIED}** to the applicant, Champaign Solar 1 LLC, to authorize
6 the following as a Special Use on land in the AG-1 Agriculture Zoning District:

7
8 Authorize a Community PV Solar Farm with a total nameplate capacity of 5
9 megawatts (MW), including access roads and wiring, and

10
11 **{SUBJECT TO THE FOLLOWING WAIVERS OF STANDARD CONDITIONS:}**

12
13 **Part A: A waiver for a separation distance of 1.07 miles from a municipality with a zoning
14 ordinance in lieu of the minimum required 1.5 miles, per Section 6.1.5 B.(2)a.**

15
16 **Part B: A waiver for a separation distance of 42 feet between the solar inverters and the
17 perimeter fence in lieu of the minimum required 275 feet, per Section 6.1.5 D.(6).**

18
19 **Part C: A waiver for not entering into a Roadway Upgrade and Maintenance Agreement or
20 waiver therefrom with the relevant local highway authority prior to consideration
21 of the Special Use Permit by the Board, per Section 6.1.5 G. of the Zoning
22 Ordinance.**

23
24 Mr. Elwell said he would be reading the Final Determination for Case 100-S-23 from Attachment K on
25 page 49 of 52, as follows:

26
27 **FINAL DETERMINATION FOR CASE 100-S-23**

28 **The Champaign County Zoning Board of Appeals finds that, based upon the application, testimony,
29 and other evidence received in this case, that the requirements for approval of Section 9.1.11B.
30 {HAVE / HAVE NOT} been met, and pursuant to the authority granted by Section 9.1.6 B. of the
31 Champaign County Zoning Ordinance, recommends that:**

32
33 The Special Use requested in Case 100-S-23 is hereby **{GRANTED/ GRANTED WITH
34 SPECIAL CONDITIONS / DENIED}** to the applicant, Champaign Solar 1b LLC, to
35 authorize the following as a Special Use on land in the AG-1 Agriculture Zoning District:

36
37 Authorize a Community PV Solar Farm with a total nameplate capacity of 5
38 megawatts (MW), including access roads and wiring, and

39
40 **{SUBJECT TO THE FOLLOWING WAIVERS OF STANDARD CONDITIONS:}**

41
42 **Part A: A waiver for a separation distance of 1.07 miles from a municipality with a zoning
43 ordinance in lieu of the minimum required 1.5 miles, per Section 6.1.5 B.(2)a.**

44
45 **Part B: A waiver for a separation distance of 10 feet between the solar inverters and the
46 perimeter fence in lieu of the minimum required 275 feet, per Section 6.1.5 D.(6).**

47
48 **Part C: A waiver for not entering into a Roadway Upgrade and Maintenance Agreement or
49 waiver therefrom with the relevant local highway authority prior to consideration**

of the Special Use Permit by the Board, per Section 6.1.5 G. of the Zoning Ordinance.

Mr. Randol moved, seconded by Mr. Wood, that the requirements for approval HAVE BEEN met and the Special Uses requested should be GRANTED WITH SPECIAL CONDITIONS for Cases 099-S-23 and 100-S-23.

Mr. Elwell requested a roll call vote.

The vote was called as follows:

Randol - Yes	Anderson - Yes	Herbert - absent	Bates - absent
Elwell - Yes	Roberts – Yes	Wood - Yes	

Mr. Elwell congratulated Ms. Reddington on her five affirmative votes and said that Staff would be reaching out to her with further communication.

7. **New Public Hearings** – None

8. **Staff Report** – None

9. **Other Business**

A. Review of Docket

10. **Adjournment**

Mr. Elwell entertained a motion to adjourn the meeting.

Mr. Herbert moved, seconded by Mr. Wood, to adjourn the meeting. The motion carried by voice vote.

The meeting adjourned at 7:45 pm.

Respectfully Submitted,

Secretary of the Zoning Board of Appeals