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PIVOT ENERGY IL 6 LLC

VERMILION COUNTY WIND AND SOLAR COMMITTEE

NOVEMBER 22, 2024

TRANSCRIPT OF PROCEEDINGS

APPEARANCES: MR. ANDREW J. KEYT
HEYL ROYSTER VOELKER & ALLEN
On behalf of the Wind and Solar
Committee

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1 (Friday, November 22, 2024, at 9:00 a.m.)

2 WHEREUPON, THE FOLLOWING PROCEEDINGS WERE HELD:

3 MR. FOUREZ: Let's call the meeting to
4 order. We'll start with a roll call of members
5 present.

6 Chris Crawford.

7 MR. CRAWFORD: Here.

8 MR. FOUREZ: Adrian Greenwell.

9 MR. GREENWELL: Here.

10 MR. FOUREZ: Harold Puzey.

11 MR. PUZEY: Yes.

12 MR. FOUREZ: Myself. And Joel is not
13 here. And I'm not sure --

14 MR. KEYT: There's one vacancy that's
15 not yet filled.

16 MR. FOUREZ: That's what I was saying.
17 So four present, one absent and one vacant. So we
18 have a quorum.

19 The members should have a copy of the agenda.
20 I need a motion to approve the agenda.

21 MR. PUZEY: So moved.

22 MR. FOUREZ: Harold moves.

23 MR. CRAWFORD: Second.

24 MR. FOUREZ: I think I heard that. All

1 in favor say I.

2 MR. GREENWELL: I.

3 MR. PUZEY: I.

4 MR. CRAWFORD: I.

5 MR. FOUREZ: Opposed? We have an
6 agenda.

7 Next slot on the agenda says public comment
8 and this is like a general public comment, not
9 necessarily address the issues at hand. Do I have
10 any? Seeing none.

11 Members should have in front of them minutes
12 from the past meeting since the last time we sat down
13 together. I need a motion to approve those and put
14 them on file.

15 MR. GREENWELL: So moved.

16 MR. KEYT: Let me interject once real
17 quick, Mr. Chairman. There's two sets of meeting
18 minutes. One is for -- related to the Mural Project
19 which you recall we had separate -- well, we had three
20 days of hearings, but it's one meeting. Those are the
21 ones that are marked December 11th, 2023. And you
22 might recall that meeting got recessed to two other
23 nights. Jamie has taken down all of the testimony and
24 evidence that was presented. Basically what we do

1 with these minutes is we have kind of a sketch outline
2 of what happened but then we refer over to Jamie's
3 transcript for the remainder. That is the same with
4 both of these minutes.

5 The other one is from the February 23rd
6 meeting which got recessed to March 14th. What I
7 would suggest is we do one motion for approval of
8 minutes of the December 11th, 2023, meeting and then a
9 separate motion for the minutes of the February 23rd,
10 2024, meeting.

11 MR. GREENWELL: So moved.

12 MR. PUZEY: Second.

13 MR. FOUREZ: I have a motion and a
14 second. All in favor.

15 MR. GREENWELL: I.

16 MR. CRAWFORD: I.

17 MR. PUZEY: I.

18 MR. FOUREZ: Opposed? Minutes are to be
19 put on file.

20 And at this point I'm going to turn things
21 over to Scott and let him handle the process of the
22 hearings that we're here for.

23 MR. KAINS: All right. Very good.

24 Thank you, Mr. Chairman.

1 Good morning, folks. Item number 6 on the
2 agenda public hearing and possible action on citing
3 permit application of Vermilion Solar 3 LLC to
4 construct and operate a commercial solar energy
5 facility approximating 28.3 acres and 5 megawatts
6 generally located east of the intersection between
7 State Route 9 and North 1830 East Road in Vermilion
8 County in Grant Township. All right. That will be
9 the subject of the discussion for the next hour or so.

10 Initially I would like to introduce myself.
11 My name is Scott Kains. I'm an attorney from
12 Springfield and I have served as a hearing facilitator
13 throughout downstate Illinois handling wind and solar
14 projects, handling the public hearing portion. As
15 hearing facilitator I do not have a vote, I don't have
16 a horse in the race. My job is to facilitate the
17 hearing and make sure it runs smoothly and members of
18 the public have the opportunity to hear about the
19 project and understand the project and also have the
20 opportunity to question any witnesses from the
21 Applicant and members of the public may also testify
22 or render public comment.

23 Chairman Steve Fourez is immediately to my
24 right. The row of folks in front of us, counsel from

1 Peoria, the firm Heyl, Royster, Voelker & Allen, these
2 two gentlemen are from the firm and an attorney and a
3 paralegal and they are representing the Wind and Solar
4 Committee of Vermilion County. Jamie Atkinson is our
5 court reporter. For folks who don't know the three
6 gentlemen in the first row are members of the Wind and
7 Solar Committee along with Chairman Steve Fourez. We
8 have Chris Crawford, Adrian Greenwell and Harold Puzey
9 are the members of the Committee that will be making a
10 decision on each of the projects that are listed on
11 the agenda.

12 All right. Just a matter of procedure, and
13 I've spoken with the project developers in each of
14 these cases, we're going to have sworn testimony under
15 oath of anyone who testifies, and we'll have a project
16 manager testify for the Developer and after they make
17 their presentation there will be an opportunity for
18 questions, first from Members of the Wind and Solar
19 Committee for Vermilion County, then there will be an
20 opportunity for questions from the public, anyone who
21 has any questions out in the audience will have a
22 chance to ask questions of that person, then Mr. Keyt
23 will have a chance to ask questions as well, and once
24 that person is done testifying and answering questions

1 then we'll go on to the next witness. I've already
2 spoken with the project manager that the landowners on
3 which the solar project, the proposed solar project
4 will be placed also have the opportunity to testify
5 under oath and may say whatever he wants germane to
6 this issue, and then we'll also have the opportunity
7 to have questions asked of him. So -- and then the
8 project developer will have a chance for a summary
9 comment or statement, in legal world we call it
10 closing argument, but it's not exactly closing
11 argument, it's just a summary of their -- their
12 project if they so choose. Then once that is done the
13 evidence will close and then there will be an
14 opportunity for the Board to consider all of the
15 testimony and vote on findings of fact that will be
16 prepared related to what facts are presented and any
17 conditions should there be conditions placed on the
18 Developer for this project.

19 So with that said, it's -- Merrill, you're
20 first up?

21 THE WITNESS: Uh-huh.

22 MR. KAINS: All right. Let's see, we
23 need a microphone.

24 THE WITNESS: I'll stand at the --

1 MR. KAINS: Does the podium have a
2 microphone on it?

3 MR. FOUREZ: No, not that I can see from
4 here.

5 MR. KAINS: Let's go off the record for
6 just a second.

7 (A discussion was held off the record.)

8 MR. KAINS: All right. Jamie, let's go
9 back on the record.

10 M E R R I L L R E A D,
11 was called to testify and, having been first duly
12 sworn, testified as follows:

13 MR. KAINS: Okay. Very good.

14 All right. Could you please state your name,
15 spelling first and last names for the record.

16 THE WITNESS: My name is a Merrill Read,
17 M-E-R-R-I-L-L, last name Read, R-E-A-D.

18 MR. KAINS: Okay. And, Merrill, how are
19 employed?

20 THE WITNESS: I work at Pivot Energy,
21 the owner/operator of the proposed project.

22 MR. KAINS: All right. And for how long
23 have you been employed there?

24 THE WITNESS: Two and a half years.

1 MR. KAINS: And what is your title or
2 job classification?

3 THE WITNESS: I'm a project manager of
4 development.

5 MR. KAINS: And where is Pivot Energy
6 located?

7 THE WITNESS: Our headquarters is in
8 Denver, Colorado, but we also have an office in
9 Chicago, Illinois.

10 MR. KAINS: And is that your office?

11 THE WITNESS: I'm in both, I travel, but
12 I'm out of the Denver office primarily.

13 MR. KAINS: Okay. Very good. All
14 right. You may go ahead with your presentation.
15 Thank you.

16 THE WITNESS: Okay. I'll say it again,
17 my name is Merrill Read, I work with Pivot Energy who
18 is the proposed owner and operator of Vermilion Solar
19 3. We are a national independent power producer. We
20 would be the longtime life owner/operator of the
21 proposed project that I'll be telling you about today.
22 Next slide, please.

23 So first I'll talk a little bit about why
24 community solar and why in Illinois. So in September

1 of 2021 the Illinois Renewable Portfolio Standard was
2 implemented with a goal of achieving 50 percent
3 renewable energy by 2035. This is part of the clean
4 job -- Clean Energy Jobs Act which has a goal of
5 expanding the existing program and providing long-term
6 job growth in Illinois.

7 A lot of people want to be able to
8 participate in renewable energy but just don't have
9 the roof for it or the backyard to put panels so the
10 great way to participate in renewable energy is to
11 subscribe with a community solar project.

12 So these projects you can subscribe as a
13 resident, a business, a municipality, anyone that's on
14 the Ameren line in Illinois can subscribe with the
15 project. You don't have to pay to become a part of
16 the project, you just opt in and you'll start saving
17 within that first month of the operation. Next slide,
18 please.

19 This project specifically is Vermilion Solar
20 3 LLC. It's on a parcel just east of Hoopeston,
21 Illinois, and so parcel zoned agricultural with solar
22 that's compatible use for the parcel. You can see
23 we're using just the front half of the parcel there,
24 about 28.3 acres of the total acreage of the 80 acres

1 on that property.

2 We have proposed setbacks of 50 feet from the
3 State Route 9 as well as from all additional property
4 boundaries, and 150 feet from the nearby residences at
5 minimum.

6 We're proposing an 8 foot game fence, so
7 agricultural style fencing, we find that kind of fits
8 in with the agricultural style of the area better than
9 a chainlink fence, and also a 16 foot wide gravel
10 access road off of State Route 9.

11 This is a 5 MWac solar system. So that
12 produces about 10.58 gigawatt hours per year which is
13 the equivalent of powering on average 1,460 homes.

14 We propose screening along the northern
15 boundary of the fence line to screen the project a
16 little bit from State Route 9. In addition, we also
17 have screening on the south -- the northeast corner to
18 give additional buffering to the existing buffer to
19 the residence to the east.

20 We do not require utilities, so there will be
21 no sewage, waste, irrigation, potable water,
22 recycling, any of that needed. All we need is the
23 existing infrastructure that's along State Route 9, so
24 that's the Ameren lines, the interconnect right there

1 on the road. Next slide, please.

2 Here's a little better zoomed in version of
3 the whole site plan so you can see it a little better
4 in front of you there. Next slide.

5 Tell you a little bit about the technology
6 that we're proposing on the site. So for this project
7 there is proposed 11,520 panels. If you look at the
8 picture you can kind of see that's the individual
9 panels in the row there, so it sounds like a bigger
10 number than it is. And these are from Tier 1 panel
11 manufacturers. They're non-reflective, designed to
12 absorb the sunlight rather than reflective. We'll
13 also have 40 string inverters loaded -- located
14 throughout the array, so they're small throughout the
15 array, not a large centralized inverter, so they're
16 quieter, easier to maintain.

17 And then the racking is single axis trackers.
18 So these will track the sun from east to west
19 throughout the day to maximize efficiency, and they're
20 also on driven pile foundations so we don't need
21 concrete footing, it just goes directly into the
22 ground which makes it also easy to decommission at the
23 end of the lifecycle. And you will not be able to
24 hear the motors or any sound from outside the project

1 fence.

2 And there's no pollution or emissions that
3 are produced by the project. Next slide, please.

4 Beneath the panels you'll have a local
5 vegetation that's a pollinator-friendly habitat, both
6 aesthetically pleasing as well as beneficial to the
7 local ecosystem. So this is great for bees,
8 butterflies, wasps, all types of ecosystems to better
9 by diversity on site. And also you can see in this
10 kind of drawing we have here it shows the deep root
11 systems that these native pollinator plantings
12 provide. So this is better for big downpours and
13 droughts that we have, so the alternating of the two
14 in Illinois, so they're resistant to that, as well as
15 provide a great storm water settling. So it's deep
16 root systems that allow water to better percolate
17 through the soil. Next slide, please.

18 Here's a couple of examples from multiple
19 projects just to kind of show you what that would look
20 like. Next slide.

21 We're also proposing a dual use for this
22 project, so in addition to generating energy we'll
23 also have grazers on site. So grazers are great
24 because they manually eat the pollinator habitat

1 that's underneath the panels. So they'll bring those
2 to site, and we have a couple of examples from two
3 different projects here. I want to point out on the
4 picture on the right, the top right, that's the
5 shepherd's son. So he is not a full grown man to show
6 that's it's -- the panels aren't very tall. I think
7 that's important to note, and it's also great cause we
8 can employ local shepherds to bring their flocks to
9 site and that we're supporting their local farms as
10 well as them helping us maintain our vegetation.

11 I'll talk about some of the benefits
12 economically for this project. So there's going to be
13 significant tax increase that this project would
14 bring. So as you can see with the 2021 values from
15 the current property taxes it brought in about \$3,300
16 in the year 2021. With our proposed projects that
17 would significantly increase in the first year alone
18 to \$25,000. And we kind of broke out the taxing
19 districts that that would benefit and you can see
20 significant increases for the Hoopeston library, the
21 fire department for Vermilion County, so that would
22 all be the same taxing districts, just an increase in
23 what would we would be proposing. And over the 20
24 year lifespan of the project that would be a total of

1 \$310,000 that's coming in from the proposal of this
2 project. Next slide.

3 Another great economic benefit and really the
4 purpose of this project is to save subscribers money.
5 So you can see here the average Ameren customer pays
6 about \$154 per month on their utility bills, and with
7 a subscription to the solar project they'd be able to
8 save about \$18 per month -- or \$15 per month, and with
9 that over the lifetime of the -- or the year of the
10 project for that one individual subscriber they would
11 save about \$184. And as I mentioned before, this
12 would be able to have about 1,460 subscribers in
13 average households and that plus all the subscribers
14 in one year would save just over \$270,000. And over
15 the lifetime of the project for the 20 years that
16 we're estimating that would be just over 5.4 million
17 dollars that's staying in your local citizens'
18 pockets, not going to Ameren, can be used locally, and
19 we think that's just an incredible number to point
20 out. Next slide, please.

21 We really like to take into account community
22 feedback. So in August we had a public meeting where
23 we invited members within a thousand feet of the
24 property to come learn more about the project and

1 solar in general. We held this at the Hoopeston
2 Public Library. We had great conversation there with
3 a couple of the neighbors. And something that we
4 really care about is investing in the community that
5 we're building our projects in. So part of Pivot's
6 commitment is to invest \$5,000 per megawatt to the
7 community that we're building our project in and this
8 can come in a few different ways. So we're always
9 looking for an agency or non-profit in the local area
10 that provides energy burning reduction, so helping
11 those that cannot pay the utility bills, or workforce
12 development either in trades or in renewable energy
13 type of work and then also land stewardship. We know
14 agricultural is -- agriculture is really important in
15 this community. So those are our three pillars that
16 we kind of look for and this could come and examples
17 I've put underneath as 4H clubs, LIHEAP funds, local
18 community colleges that have different workforce
19 programs or community action agencies. So we would
20 love feedback on what you think is important to your
21 community and what would make an impact. So in total
22 that would be \$25,000 that we're proposing as a
23 community donation to a selected partner.

24 So overall this project complies with

1 Vermilion County Ordinances and the Illinois Siting
2 Bill.

3 And I'll just recap some of the benefits that
4 I mentioned during this presentation.

5 So \$25,000 for our community donation for
6 either reducing energy burden reduction or workforce
7 development. The economic benefits that I mentioned,
8 so energy savings for residences, businesses,
9 municipalities, whoever would like to subscribe.

10 A significant increase in property taxes for
11 the community.

12 Encouraging workforce training and
13 development programs.

14 And also Pivot and their contractors during
15 the development of the property and building of the
16 construction of the project, as well as bolstering the
17 existing distribution grid and increasing further
18 reliability. So diversifying the energy production in
19 the area.

20 And, lastly, preserving farmland,
21 agricultural practices, and being a harmonious
22 neighbor with regard to the lease that we propose for
23 the project.

24 And I'm happy to answer any questions that

1 you may have.

2 MR. KAINS: All right. Very good.

3 Thank you, Ms. Read.

4 All right. First -- type of questions first,
5 Members of the Zoning Board of Appeals.

6 MR. GREENWELL: So you talk about
7 savings, it's not savings for all Ameren customers,
8 it's just for ones that subscribe?

9 THE WITNESS: Yep. So you subscribe.
10 You don't have to pay to be a part of the program you
11 just opt in and you'll start saving.

12 MR. GREENWELL: So how many can
13 subscribe?

14 THE WITNESS: So on average it would be
15 1,460 homes, but that depends on how much electricity
16 the home or business uses.

17 MR. GREENWELL: Okay.

18 MR. CRAWFORD: How close to the project
19 does the subscriber have to be?

20 THE WITNESS: If they're in Illinois and
21 on Ameren lines they can subscribe to the project.

22 MR GREENWELL: So do people that are in
23 that vicinity have first choice or it's just open and
24 somebody in Carbondale can --

1 THE WITNESS: Yeah, so it can be
2 anybody. So they're always looking to fill up the
3 subscription to that, we're a hundred percent
4 subscribed. So if anyone in the area is curious they
5 can always talk to me and I can make sure that they're
6 going to be subscribed to that project.

7 MR. GREENWELL: Okay.

8 MR. PUZEY: In order to subscribe do
9 you -- an individual needs to go to Ameren or do they
10 go to "Nexamp" or there's other people besides just
11 Ameren?

12 THE WITNESS: Yeah. So Pivot actually
13 has its own subscriber platform, it's called
14 SunCentral, so that's how the subscriptions for this
15 project would be managed. And so we have a handout,
16 that's how you can sign up for community solar and
17 with Pivot's in-house team they'll do all the
18 subscriptions, manage where you just go on there and
19 you'll -- you opt in and put your information in and
20 your account number and that's how you can subscribe.
21 But it's not through the Ameren website.

22 MR. PUZEY: Is Pivot Energy owned by
23 Ameren?

24 THE WITNESS: No.

1 MR. PUZEY: They're a separate entity?

2 THE WITNESS: Yeah, yep. We're an
3 independent power producer.

4 MR GREENWELL: You said you prefer an
5 agricultural looking fence as opposed to chainlink or
6 metal posts. How long -- how long do wood posts last
7 before they have to be replaced?

8 THE WITNESS: That's a good question. I
9 think they last the entirety of the project. But if
10 there is any problem with the wood posts we can
11 replace that during routine maintenance. But my
12 neighbor has that and it's lasted for ten years at
13 least now.

14 MR. GREENWELL: And what's the life of
15 this project?

16 THE WITNESS: So it's an initial 20 year
17 term with two additional 10 years extensions based on
18 the conversations with the landowner and Pivot. So
19 there's the option to extend to 40.

20 MR. PUZEY: What's a Tier 1 panel
21 manufacturer?

22 THE WITNESS: So they go through a very
23 intense process to make sure that their panels are up
24 to parr. So I believe they work with the national

1 laboratory to make sure they have like the best
2 panels. So they're not like the types that you'd see
3 on your neighbor's roof, they're more intense than
4 that. They are better efficiency, produce more
5 electricity, that kind of thing.

6 MR. PUZEY: Okay.

7 THE WITNESS: And I'm not an engineer so
8 I don't know the in-depth version of that.

9 MR. PUZEY: The meeting that you held in
10 Hoopeston, did you attend?

11 THE WITNESS: Yes, I was there.

12 MR. PUZEY: How many were there?

13 THE WITNESS: Three.

14 MR. GREENWELL: Counting you?

15 THE WITNESS: No, not counting me. So
16 Lauren and I were there and then three additional
17 neighbors.

18 MR. PUZEY: I assume you've been to the
19 site that is proposed?

20 THE WITNESS: Yes.

21 MR. PUZEY: Okay. Are there neighbors?

22 THE WITNESS: There is a neighbor to the
23 east is the closest neighbor. They have pretty
24 significant existing tree buffering between their

1 residence and ours, but that's -- they're close enough
2 that we added additional screening preemptively to
3 just add to that buffer.

4 MR. PUZEY: Okay.

5 MR. GREENWELL: At other hearings we've
6 had -- glare has been talked about and glare studies.
7 I didn't see where you mentioned glare at all.

8 THE WITNESS: Yeah. So they're designed
9 to absorb the sunlight so they don't produce very much
10 glare at all. So we want the sunlight to be absorbed
11 with the panels. These also will track east to west.
12 So the north is where the State Route 9 is. So even
13 with the panels tracking it wouldn't be -- if these
14 produced glare it wouldn't produce glare to the
15 roadway which is usually the biggest concern.

16 MR. KAINS: All right. The Chairman has
17 a question.

18 MR. FOUREZ: I noticed on some of the
19 drawings there is the existing drain tile within that
20 tract. What provisions are you planning on making to
21 preserve the integrity of that drain tile? Cause I
22 know you've got -- pile driving those posts you've got
23 to know where that drain tile is at or it's --

24 THE WITNESS: Yeah. So we have a drain

1 tile survey that's been conducted and under our
2 agricultural impact mitigation agreement any type of
3 damage that would happen due to our construction we
4 would be liable to fix within 30 days to what we wrote
5 in our application. So that's -- that's one way that
6 we're going to fix those if anything happens. But we
7 also flag them out before we even start construction.
8 We design our civil drawings. So right now we're at
9 our -- you know, our draft site plan. We work with a
10 third party engineer to do our civil drawings to avoid
11 drain tiles. So they'll design around them so that
12 we're not puncturing them when we're building our
13 project.

14 MR. FOUREZ: All right. Cause I know on
15 other projects they actually will look at where drain
16 tile might potentially be rerouted --

17 THE WITNESS: Yeah.

18 MR. FOUREZ: -- to allow you to continue
19 the integrity of siting if you envision it.

20 THE WITNESS: Yeah. So it depends on
21 the project. We'll have to work with our engineers to
22 figure out, you know, can we avoid them with the posts
23 or do we need to reroute, either of those are
24 possible, but we make sure that we don't damage the

1 drain tiles or disrupt the natural drains of the site.

2 MR. FOUREZ: Okay. Second question.
3 What's the projected useful life once this is in place
4 and in operation? When does it eventually age out,
5 let's say?

6 THE WITNESS: Yeah. So it's an -- it's
7 a first initial 20 year term and then there's two 10
8 year extensions. So it's possible 40 years. But 20
9 is the minimum.

10 MR. FOUREZ: Okay. So at the end of
11 let's say the 40 years then would it revert back to
12 farmland or is that --

13 THE WITNESS: Yeah.

14 MR. FOUREZ: -- to be seen when we get
15 to that time?

16 THE WITNESS: So we have a
17 decommissioning plan in place where we would
18 decommission the project at the end of the life, so
19 whether it's the 20 or the 40 years. So we would take
20 out all of the solar equipment, all of the lines,
21 everything that we've put in and then it can go back
22 to agriculture or whatever the landowners would like
23 to do with it next.

24 MR. FOUREZ: Okay. Thank you.

1 MR. KAINS: Mr. Puzey, did you have a
2 question?

3 MR. PUZEY: I did. I see you're
4 potentially proposing a sheep farm underneath this
5 solar array. How many other farms have been
6 implemented with that kind of an operation?

7 THE WITNESS: Yeah. So actually Pivot
8 Projects, 99 percent of all of our projects have sheep
9 grazing or some type of dual use component. So most
10 of our Illinois sites do have sheep grazing. So we
11 have a couple in Kankakee, LaSalle County that we're
12 already implementing sheep grazing.

13 MR. PUZEY: Okay. I don't think there's
14 any sheep -- well -- are there any sheep out there
15 now?

16 THE WITNESS: So it depends on how the
17 grazer wants to do it. So they could either have them
18 flock on there full time or they could bring them
19 during the growing season for a couple of weeks. And
20 how they do it is they tape off different sections so
21 that the sheep will graze, make sure it's nicely
22 managed, then they move on to the next section. So
23 it's kind of up to the shepherd how they want to
24 manage the vegetation, but it could be either that

1 they're there full time or they'll come in when it's
2 growing season.

3 MR. PUZEY: Okay. Thank you.

4 THE WITNESS: Sure.

5 MR. GREENWELL: Do they need a water
6 source?

7 THE WITNESS: So the shepherd will bring
8 their own water source to the project. So they don't
9 need to have a well on site or anything like that.

10 MR. PUZEY: I'm assuming that
11 the property size is larger than 40 acres or so?

12 THE WITNESS: Correct. So we're
13 proposing to use 28.3 acres of the 80 acre parcel. So
14 the remainder to the south is about 50 acres could
15 continue to be farmed.

16 MR. PUZEY: By the person that's already
17 farming it?

18 THE WITNESS: Yeah. Whoever -- whoever
19 the landowner wants to farm it.

20 MR. PUZEY: You don't have control of
21 I'll call it the tenant?

22 THE WITNESS: Correct. We only lease
23 that portion that we're using.

24 MR. PUZEY: Good.

1 MR. GREENWELL: At the end of the 40
2 years could it remain a solar farm?

3 THE WITNESS: I have not seen that
4 happen for other projects. We usually -- I think
5 that's when it's like our incentives are up and our
6 production is up and we do -- I think the panels have
7 a 25 year lifespan so we replace them throughout that
8 time if we go to the 40 years, but at that time we
9 would take it out. So we only have a lease for 20 to
10 40 years. So at that point it would have to be a
11 whole brand new project that we come in front of you
12 for if -- if that were the case.

13 MR. GREENWELL: So the initial panels
14 won't last the entire 40 years?

15 THE WITNESS: Usually not. So they
16 definitely last a lot longer than that for just
17 general production. They -- about 25 years they're at
18 70 percent efficiency, so those can be still used at a
19 house or for your local business that wants panels.
20 So we usually will donate them, recycle them, that
21 kind of thing. But we like to -- our goal is to
22 produce electricity, so having the most efficient
23 panels is beneficial for that.

24 MR. PUZEY: And so the projects only

1 last at a minimum of 20 years?

2 THE WITNESS: Correct.

3 MR. PUZEY: Okay. And then how -- is it
4 evaluated for continuing on and on, I assume? Is
5 there a way to evaluate efficiency of a panel?

6 THE WITNESS: Yeah. So we have 24/7
7 monitoring, it's called a SCADA system. So it's
8 always monitoring the production of the site and
9 that's how we know if anything's not producing the way
10 it should or anticipated, we can send someone local on
11 the site to make sure everything looks good, it's
12 operating properly. But that's how we know how much
13 it produces is that it's always telling us how much
14 energy we're producing and -- and that kind of thing
15 so we can know how efficient the project is at 20
16 years say and evaluate that. But with the extension,
17 there is two ten years extensions that are agreed upon
18 with the landowner to extend.

19 MR. PUZEY: So what is that threshold
20 when you say it's not producing enough, is it 75
21 percent of what the original was?

22 THE WITNESS: That's a good question. I
23 haven't heard that one before. I'm not sure what the
24 threshold would be, but generally they do last at

1 least that 20 years. So I think if maybe a panel,
2 like one specific slate of panels isn't working great
3 then they would choose to replace them I would guess.

4 MR. PUZEY: Okay. But you could replace
5 them -- you probably won't replace them all, but you
6 could replace a few of the panels, correct?

7 THE WITNESS: Correct.

8 MR. PUZEY: Thank you.

9 THE WITNESS: Yeah.

10 MR. FOUREZ: To follow along with what
11 Harold was just asking, within that initial 20 year
12 lifespan, the way the technology in this area is
13 evolving, do you foresee those panels being upgraded
14 within that 20 year timeframe, depending on what the
15 technology becomes and how efficient these panels can
16 become as they upgrade?

17 THE WITNESS: I would guess not just
18 because during that 20 years we'll still be proposing
19 solar projects probably. So there's -- it's -- to
20 procure panels, that's kind of a large upfront cost,
21 and when the project's operating it's not a cost cause
22 it's already built. So coming to replace them would
23 cost more money than it would be worth to replace.

24 MR. FOUREZ: That way that whole 20

1 years would amortize the initial cost --

2 THE WITNESS: Yes.

3 MR. FOUREZ: -- of the installation?

4 THE WITNESS: Correct.

5 MR. FOUREZ: Okay.

6 MR. KAINS: Any additional questions for
7 Ms. Read from Members of the Wind and Solar Committee?

8 MR. GREENWELL: I guess real quick about
9 the screening. What kind of plants are you thinking
10 of?

11 THE WITNESS: We're proposing evergreen
12 trees. So in the -- in the packet I think we provided
13 a picture of what that screening would look like, so
14 that's what we would be proposing along the north and
15 to the northeast portion.

16 MR. CRAWFORD: Another question on
17 screening. I think on some of our other projects
18 we're talking about, I'm not sure that the west side
19 meets our screening requirements. Would you be
20 opposed to wrapping on the west side like the east
21 side for traffic on the eastbound?

22 THE WITNESS: Sure. The reason we
23 didn't propose it is just cause there's no residence
24 that direction. So we would be amenable to that.

1 MR. KAINS: All right. Anything further
2 from the Committee?

3 All right. Questions for Ms. Read from
4 members of the public. Yes, sir.

5 MR. HENDERSON: My name's Lon Henderson.
6 I'm a County Board Member representing District 6
7 which is south of this project. I came to -- or, but
8 I think that's -- sorry, Andrew, but you know I just
9 got ask a few question.

10 MR. KEYT: You're fine.

11 MR. HENDERSON: So could you describe
12 for me -- and I have multiple questions. So if I
13 could have the floor for a few minutes.

14 MR. KAINS: Could you come forward to a
15 microphone.

16 MR. HENDERSON: You can't hear me?

17 MR. KAINS: I can't.

18 MR. HENDERSON: Oh. So, first of all,
19 can you share with me what the 6 foot -- let me go get
20 my -- I have no idea when you talk about an 8 foot
21 game fence. So what is -- what is that? You said
22 it's not a cyclone fence? So -- so what's a game
23 fence?

24 THE WITNESS: It's just an

1 agricultural-style fence. So there's wood posts and
2 then there's graded mesh that's, you know --

3 MR. HENDERSON: Oh, so like a -- well, a
4 mesh?

5 THE WITNESS: Yeah.

6 MR. CRAWFORD: Is the picture you have,
7 is that the --

8 THE WITNESS: Yeah, that's a -- that's
9 great picture.

10 MR. KAINS: Hang on, guys. Hang on.
11 One at a time because Jamie has to take down
12 everything so --

13 MR. HENDERSON: No. He showed me the
14 picture of it.

15 So it's more like a farm fence?

16 THE WITNESS: Correct.

17 MR. HENDERSON: Okay.

18 THE WITNESS: Yeah.

19 MR. HENDERSON: Sorry. And when you --
20 there was a question that was just asked of you about
21 the -- the buffer, and I believe you talked about --
22 there's a picture of it also in here. Those are
23 arborvitae, upright leaves, right?

24 THE WITNESS: Correct.

1 MR. HENDERSON: So are those going to be
2 on the inside of the fence?

3 THE WITNESS: On the outside of the
4 fence.

5 MR. HENDERSON: Okay. Cause you know
6 deer really enjoy eating those.

7 THE WITNESS: Yes.

8 MR. HENDERSON: Just a conversation
9 about that. Okay. Because they're not going to be
10 protected so they -- will they be replaced if they are
11 damaged by the wildlife?

12 THE WITNESS: Yes. So whoever we get
13 trees from we would have a warranty. If a plant
14 wasn't growing or eaten up so that they can replace
15 them, but if it's not working good --

16 MR. HENDERSON: Cause most nurseries
17 will not replace for wildlife damage. They will if
18 there's, you know, lack of -- I mean, if the planting
19 was not done correctly.

20 THE WITNESS: Uh-huh.

21 MR. HENDERSON: You talked about the
22 sheep. And certainly -- so this would be an enclosure
23 all the way -- the game fence. So -- so -- I don't
24 know of any -- and help me, are there any shepherds up

1 there in the Hoopeston area, have they raised sheep?
2 Not that I'm aware of. So you would lease that
3 opportunity to somebody that would bring the sheep in?

4 THE WITNESS: Correct.

5 MR. HENDERSON: Right.

6 THE WITNESS: So --

7 MR. HENDERSON: And I appreciate the
8 question about what are they going to do for water.
9 Are those -- and they would be there for two weeks, a
10 week, three days?

11 THE WITNESS: Yeah. So, again, it
12 depends on the shepherd and kind of what they prefer.

13 MR. HENDERSON: Right.

14 THE WITNESS: So we have grazers that
15 prefer different things. So they could be there for
16 the life of, during the whole year or could be there
17 just during the growing season for a few weeks at a
18 time.

19 MR. HENDERSON: And I'm just not certain
20 what you said regarding the supervision of the
21 livestock. So is -- and who is responsible for making
22 certain that the lease -- they're leasing with you or
23 with the -- or with the landowner?

24 THE WITNESS: So we pay the grazer to

1 graze our site. So it's an agreement between Pivot
2 Energy and the grazer.

3 MR. HENDERSON: And who monitors that to
4 make certain that that is done?

5 THE WITNESS: That they're --

6 MR. HENDERSON: That the grazer shows up
7 and leaves this -- do they leave the animals
8 unattended like overnight, how does that all work?

9 THE WITNESS: Yeah. So up to the grazer
10 on how they want to monitor their sheep as they're
11 experts, but we have our own O & M team, so operation
12 and maintenance team that checks on all of our sites
13 throughout the year and works with the -- all of the
14 grazers pretty close so they can verify when people
15 are on site, they do reports to get photos of the
16 vegetation to make sure it's managed properly, and so
17 they're always making sure that our sites are looking
18 great and that we have people on site actually doing
19 what they agreed to.

20 MR. HENDERSON: So if the -- if you
21 cannot get a grazer who maintains or how is this
22 all -- how is that vegetation maintained in that case?

23 THE WITNESS: So if we couldn't get a
24 grazer or say the grazer got sick, cause this is our

1 made up scenario, but if that were to happen we could
2 get someone on site to mow between the arrays to make
3 sure that the vegetation is maintained.

4 MR. HENDERSON: My concern is I think
5 just as a public person is if there is not a person on
6 site 24 hours with the sheep and the sheep find a way
7 to get out, I mean, I know it's the grazer's
8 responsibility, but if a car hits one of them out on
9 the road that could be a problem.

10 THE WITNESS: Sure, that would be
11 unfortunate, but luckily our fence are pretty sturdy
12 and it's not like we're having goats on, they're a
13 little bit more intelligent --

14 MR. HENDERSON: They are.

15 THE WITNESS: -- and a little bit more
16 rambunctious, that's why we choose sheep is that
17 they're pretty happy to graze and they're not going to
18 be looking to escape.

19 MR. HENDERSON: And the landowner that
20 is directly to the east of there is aware that there
21 might be livestock in that area?

22 THE WITNESS: We sent a few mailers. I
23 have not talked to that gentleman, he has not reached
24 out to me, but in the mailers we described how we do

1 use, we have grazers and I have not heard from him.

2 MR. HENDERSON: Okay. And I would
3 assume again you monitor the number of sheep that
4 would be put into that area, that you wouldn't have a
5 situation where it would be overgrazed and --

6 THE WITNESS: Correct. Yeah. And in
7 addition we do not graze right away, so we let the
8 vegetation establish a little bit so in that case
9 they'd be mowing in the first year or so, first two
10 years to make sure that it actually takes before we
11 would have the sheep on site.

12 MR. HENDERSON: And the last question is
13 from the time that this is approved to the time that
14 you are producing energy for these subscribers, when
15 is that time frame?

16 THE WITNESS: So we subscribe, like once
17 we hit a certain milestone in house where we finish
18 the project, we're passing off to our construction
19 team in house and they're looking for an EBC to build
20 the project, they'll start subscribing at that point.
21 So once it's operational the subscribers would start.

22 MR. HENDERSON: And what is -- I'm
23 sorry. Maybe I wasn't clear with the question. The
24 operational phase from the time that you have approval

1 and go through and the construction, how -- what is
2 that length of time? Is that a two year time period,
3 three years, what would people anticipate?

4 THE WITNESS: So we already have our
5 interconnection agreement which is usually a larger
6 hurdle, and so if we were to get permitted by the end
7 of the year we would start hearing. So probably after
8 the next harvest is when we would start construction.
9 So about a little under a year.

10 MR. HENDERSON: From start to finish?

11 THE WITNESS: Oh, for construction or
12 for just that time period? Sorry.

13 MR. HENDERSON: From the time that you
14 start construction which would be six months from now
15 if everything goes smoothly and finish construction --

16 THE WITNESS: Gotcha.

17 MR. HENDERSON: -- and are on line and
18 the subscribers have already subscribed what would
19 that time period be for them to start seeing savings?

20 THE WITNESS: So 7 to 10 months is our
21 general construction window with most of the
22 construction happening that first six months.

23 MR. HENDERSON: So one year basically?

24 THE WITNESS: Correct.

1 MR. HENDERSON: Okay. Thank you, very
2 much.

3 THE WITNESS: Thank you.

4 MR. KAINS: Thank you, sir. Excellent
5 questions. We appreciate that.

6 Anybody else from the public who would have
7 questions for Ms. Read?

8 All right. Now the hard stuff. Questions
9 from Mr. Keyt, the attorney for the Committee.

10 MR. KEYT: Okay. Ms. Read, I hope you
11 can hear me okay.

12 THE WITNESS: Yes.

13 MR. KEYT: Okay. I've got a few areas I
14 just want to touch on so that there's some clarity.

15 **CROSS-EXAMINATION,**

16 **QUESTIONS BY MR. ANDREW J. KEYT:**

17 Q. Is Pivot -- Pivot is planning on owning
18 and operating the project?

19 A. Correct.

20 Q. Is there any current plan to divest the
21 project to any other entity?

22 A. No.

23 Q. Okay. At the site is there any
24 necessity for grading at the site?

1 A. So that's what's great about farmland is
2 it's pretty flat and we don't have to grade. So
3 probably for like the road we would have to but it's
4 very minimal grading.

5 Q. Okay. In terms of grading at the site,
6 I assume you would be amendable to a dust mitigation
7 plan regarding that grading that may go on?

8 A. Yes.

9 Q. Okay. In terms of the application
10 itself I don't think there was a noise study that was
11 included. Is it -- are you able to provide a noise
12 study prior to a building permit being issued?

13 A. Yeah. We'd be amenable to that. If --
14 if you could provide what you're looking for exactly
15 we can make that happen.

16 Q. In terms of the vegetative screening, I
17 think we kind of touched on this a little bit before,
18 but where the project is located it appears there's
19 some residences to the east, there's also some to the
20 south on the other side of that 80 acre parcel. And I
21 think with projects in the past we've typically
22 required vegetative screening throughout -- or
23 surrounding the project, is -- are you -- is the
24 project amenable to that screen?

1 A. Sure, yeah. We -- I talked to the
2 neighbor to the west, it's Curt Clifton and he came to
3 the community meeting, he didn't have any concerns so
4 that's why we didn't add additional screening, but
5 if -- if that's what the county would like we can be
6 amenable to that.

7 Q. Understood. Do you have a particular --
8 is it arborvitae that you would normally provide for
9 the vegetative screening?

10 A. Correct.

11 Q. Are there any wells on the site, if you
12 know?

13 A. No.

14 Q. Let me ask that a different way? Are
15 there wells on the site?

16 A. No.

17 Q. Okay. In terms of your decommissioning
18 plan there is -- in terms of the decommissioning plan
19 I think the total value of the decommissioning -- or
20 the total cost, estimated cost of decommissioning at
21 this point is around a million dollars, one million 38
22 thousand?

23 A. Uh-huh.

24 Q. And then there is some salvage costs

1 that you've included in there around 300,000, that
2 would be essentially costs the county could get back
3 or reclaim if it was salvaged. Typically the county
4 would require the posting of the entire amount as
5 opposed to including a salvage unless they somehow
6 have the first right to any salvage that's included --

7 A. Yes.

8 Q. -- I assume Pivot as with past projects
9 is amenable to posting that full amount?

10 A. Correct. So we just put that in there
11 to show that but that's not included in the million
12 dollar cost estimate.

13 Q. Gotcha.

14 A. We just wanted to include both numbers.
15 But, yes, we're amendable to posting the full amount.

16 Q. In terms of -- in terms of the location,
17 are there any additional improvements outside the
18 fencing other than vegetative screening that you will
19 have to do?

20 A. Can you give me an example.

21 Q. If there is any crossing of a
22 right-of-way or if there is substation work that needs
23 to be done, anything like that.

24 A. No, I don't believe so.

1 Q. All right. And if I'm understanding it
2 correctly, the total property under fence was around
3 28.3 acres?

4 A. Correct.

5 Q. And then within that area of the fence
6 itself will be compliant with the setback requirement?

7 A. Yes, it's on the setback line.

8 Q. Okay. All right.

9 MR. KEYT: I don't have any further
10 questions. Thank you.

11 MR. KAINS: All right. Very good.
12 Thank you, Mr. Keyt.

13 All right. Final questions from this witness
14 come from Members of the Wind and Solar Committee.
15 Gentlemen, any final questions for Ms. Read? All
16 right. Very good.

17 Ms. Read, thank you. You may step down.

18 THE WITNESS: Thank you.

19 (Witness excused.)

20 MR. KAINS: And do you have another
21 witness you would like to have?

22 MS. READ: I have the landowners here
23 and one of them would like to speak.

24 MR. KAINS: Okay. Very good. Come

1 forward, sir. Good morning, sir.

2 THE WITNESS: Good morning.

3 P A U L R E C O R D,

4 was called as a witness on behalf of the Applicant
5 and, having been first duly sworn, testified as
6 follows:

7 MR. KAINS: Very good. Thank you, sir.

8 Could you please state your name for the
9 record, spelling your first and last names.

10 THE WITNESS: Paul, first name Paul,
11 P-A-U-L, last name Record, R-E-C-O-R-D.

12 MR. KAINS: All right. Mr. Record,
13 where are you from?

14 THE WITNESS: We currently live in area
15 west of Indianapolis, Avon. We own -- we own a few
16 farms up here around -- around Hoopeston, Illinois,
17 and Benton and White Counties.

18 MR. KAINS: And what county?

19 THE WITNESS: Benton and White County,
20 Benton, Indiana and Benton County, Indiana, and White
21 County, Indiana.

22 MR. KAINS: Okay. Very good. All
23 right. Mr. Record, you may go ahead with whatever you
24 would like to tell the Committee.

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THE WITNESS: Thank you.

MR. KAINS: Thank you, sir.

THE WITNESS: Good morning. Our family has owned the farm at this property for the past 24 years. We have raised row crops on this field and are looking forward to the future about what is best for our family and also the land.

We first decided to work with Pivot Energy on a solar farm here in Hoopeston when we learned that our parcel and location met the requirements for a solar project. The requirements included utility infrastructure, flat, dry and clear ground and near a substation. We're excited about the benefits for the Hoopeston community and the opportunity to build renewable energy in this area. The solar project would also provide a beneficial diversification of the farm's income stream. It will help stabilize and offset the risks involved with any farming operation such as crop yield degradation caused by weather, disease or insect infestation to name a few.

In addition, the project will allow the land to rest providing more nutrient rich soils for future farming once the projects are decommissioned. Our plan is to return the property back to farming

1 operation.

2 In addition, only a portion of the property
3 will be used as Jennifer mentioned before for the
4 project, but remaining acreage will remain in farming
5 operation. We are anxious to do our part by bringing
6 renewable energy to Vermilion County. Diversifying
7 the energy in our area is essential to our community
8 in Hoopeston. This project would assist in providing
9 more stability for our retirement years, will support
10 a planet in need of more green energy certainly and
11 hopefully will help the Hoopeston community grow and
12 be in.

13 This is an exciting opportunity for our
14 family to retain possession of our farmland while
15 leasing it to a company who is truly a leader in the
16 solar energy field and will provide renewable energy
17 and tax revenue desperately needed to Vermilion County
18 residents while also lowering electricity costs.
19 That's -- thank you.

20 MR. KAINS: All right. Thank you, sir.

21 Questions for this witness from Members of
22 the Committee.

23 MR. FOUREZ: I have one. You said you
24 own land both sides of the state line. Are you

1 involved in any solar projects in Indiana? I know
2 there are a lot of massive solar projects proposed or
3 under way in Indiana.

4 THE WITNESS: We -- currently there's no
5 solar projects that we're involved with in Indiana.
6 This is our -- this is our only experience with solar
7 at this -- at this time, yeah.

8 MR. FOUREZ: Thank you.

9 THE WITNESS: Thank you.

10 MR. KAINS: Any other questions?

11 MR. PUZEY: Yes. Just curious, are you
12 actively involved in farming or do you have a tenant
13 farmer that takes care of all of that?

14 THE WITNESS: We -- we are -- actually
15 my brother just retired from farming. We -- our
16 family has had four generations of farming.

17 MR. PUZEY: Okay.

18 THE WITNESS: This particular farm in
19 Hoopeston we lease, as our farming operation up until
20 last year we were involved in -- in western Marion and
21 Eastern Hendrix County is where our farming operation
22 was established and that's where our -- our father
23 farmed his entire life. One of those guys who got
24 up -- climbed up in the combine at age 95. Yeah. So

1 we have -- so we have a very deep farming interest and
2 a pure love of the land. So that's why this -- the
3 solar project was -- it was attractive to us in terms
4 of not damaging the farmland, you know, getting -- and
5 being able to generate green energy, renewable energy.
6 And I don't know how many of you are familiar with
7 Hoopeston area, but certainly the area could -- could
8 benefit from some tax -- tax money. So not to be --
9 not to be over-winded on the question. I apologize.

10 MR. PUZEY: Good answer. And I
11 appreciate your loyalty to the farming industry. It's
12 very important.

13 THE WITNESS: Well, I think -- I think
14 as a farm -- growing up on a farm and having a
15 grandfather as a farmer and brother as a farmer and
16 dad as a farmer you never get that out of your blood.

17 MR. PUZEY: Exactly right.

18 THE WITNESS: You have a love of the
19 land. You know, we're one of those people who if we
20 see a piece of paper on the side of the road we're the
21 type of people that picks it up and puts it in the
22 trash cause we love our land.

23 MR. GREENWELL: When you were
24 introducing yourself it was noisy out in the hall.

1 Did you say you're involved in farming in other areas
2 in the state or in renewable energy or both I guess?

3 THE WITNESS: Well, we own farms in --
4 two farms in Illinois and we own farms in Benton and
5 White County, Indiana.

6 MR GREENWELL: Okay.

7 THE WITNESS: And we have wind interest,
8 we have some farms that have the wind turbines and
9 those are in White and Benton County. Some of those
10 you can probably see when you travel along 65. So we
11 do have some interest, I think 7 -- maybe 7 wind
12 turbines on some of our properties along -- along that
13 area. So the renewable energy opportunity we -- we're
14 for it obviously or we wouldn't have signed on to it.
15 So we kind of understand the benefit to the country
16 and kind of see it as very much a positive thing.
17 Keep our fingers crossed that it stays that way.

18 MR. GREENWELL: Some of our other
19 hearings there's been a discussion about having a
20 solar farm on ground is damaging to the soil, you seem
21 to think it's good for it and lets it rest. Is that a
22 feeling or --

23 THE WITNESS: Well, I -- any time you
24 can let the land rest and if you're growing -- if

1 you're growing crops along in that same farmland
2 it's -- it's going to get richer, the soil -- soil
3 resting is a good thing, and if you're planting
4 beneficial plants along the way and you're renewing --
5 you're renewing the vegetation to the soil, and, quite
6 frankly, the sheep being there as well, that -- that's
7 another advantation for the soil, advantage for the
8 soil really. Manure -- manure dirt you're still going
9 to get rainwater from, you know, the solar is not
10 going to wash off rainwater. You know, I've actually
11 even heard that in some places they actually grow a
12 type of mushroom under some solar arrays which is, I
13 don't know if it could be done in Indiana but that's
14 just my own -- my own -- some of my own readings. So
15 I do see it's a land benefit certainly.

16 MR GREENWELL: Okay.

17 MR. KAINS: Any other questions for
18 Mr. Record from the Committee? All right. Very good.

19 Questions for this witness from members of
20 the public?

21 Mr. Keyt, questions for the witness.

22 MR. KEYT: Yeah, very quickly.

23 **CROSS-EXAMINATION,**

24 **QUESTIONS BY MR. ANDREW J. KEYT:**

1 Q. In terms of any wells on the site, it
2 sounds like there are not any wells on the site, is
3 that your understanding as well?

4 A. That is our understanding.

5 Q. In terms of vegetative screening the
6 project -- the south side of the project bisects
7 through the middle of the property. Is there any
8 issue on your end as the landowner with having
9 vegetative screening on that south side?

10 A. No. I mean, we still have access to the
11 tillable land, that's been made clear to us. That
12 vegetation I don't see that as being any obstruction
13 to the farming operation, that will continue.

14 Q. One of the requirements before you come
15 back for a building permit would be that there would
16 be a drain tile survey done. Do you know if there are
17 drain tiles on that property. I presume there are,
18 but do you know?

19 A. It is a -- it is a tiled --
20 agriculturally tiled farm, yes.

21 Q. Understood, okay. Do you happen to
22 have -- do you happen to have already a survey of
23 where those drain tiles are located?

24 A. Yes. Yes, we do.

1 Q. Okay. All right.

2 MR. KEYT: That's all the questions I
3 have for you. Thank you.

4 MR. KAINS: All right. Very good.
5 Thank you, Mr. Keyt. All right. And final questions
6 for the witness come from the Members of the
7 Committee. Mr. Fourez.

8 MR. FOUREZ: The south end of that you
9 said is going to continue to be farmed. Looking at
10 the diagram, where is the access going to come from
11 for that farmer to get to that since it's on the back
12 side of that from Route 9? Is there provisions made
13 or does he farm adjacent to or how is that going to
14 work?

15 THE WITNESS: The farm itself is --
16 actually it's made up of an 80 acre tract and a 72 or
17 73 acre tract and they join.

18 MR. FOUREZ: So he's got access without
19 having to --

20 THE WITNESS: Yes.

21 MR. FOUREZ: -- create an access line?

22 THE WITNESS: Yes, absolutely. That's a
23 very good question. We don't want to landlocked the
24 farmer out for sure that would be -- so thank you for

1 asking that question.

2 MR. KAINS: Anything else from Members
3 of the Committee? All right. Very good. Mr. Record,
4 thank you. You can step down with.

5 THE WITNESS: Thank you.

6 (Witness excused.)

7 MR. KAINS: Ms. Read, do you have any
8 additional witnesses?

9 (Negative headshake given.)

10 MR. KAINS: All right. Then on behalf
11 of Vermilion County, Mr. Keyt, do you have any
12 evidence by way of staff reports or any other
13 documentary evidence?

14 MR. KEYT: The only other evidence --
15 well, let me back up. For the record we have marked
16 as Hearing Exhibit Number 2 the affidavit of
17 publication, that is the publication of the paper plus
18 notice of mailings that went to adjacent landowners.
19 And then also Hearing Exhibit Number 3 is the
20 Vermilion County Soil and Water Conservation District
21 report. I have premarked that as Hearing Exhibit 3.
22 We would ask that be moved into evidence. And then
23 I've also premarked Hearing Exhibit Number 4 as Pivot
24 Energy Vermilion Solar 3 LLC as the PowerPoint that

1 was provided. I would ask that all of those items be
2 moved into evidence.

3 MR. KAINS: All right. Exhibits 2, 3
4 and 4 shall be admitted in the record. They're in
5 evidence. They will be considered by this Committee
6 and by the full Vermilion County Board when the
7 recommendation of this Committee goes before the
8 Board.

9 One -- one other thing, Mr. Keyt. Exhibit 1,
10 is that the application?

11 MR. KEYT: Exhibit 1 is -- yes, it's
12 Group Exhibit Number 1, it's essentially the written
13 application that was provided by the Applicant.

14 MR. KAINS: All right. Group Exhibit 1
15 is also in evidence and will be considered by this
16 Committee and go on to the full Vermilion County Board
17 for its consideration.

18 All right. Then, Ms. Read, would you like to
19 make a summary statement. Okay. Please come forward.
20 When you go back to Denver you can tell all your
21 friends you did a closing argument.

22 MS. READ: I definitely will.

23 Well, I just want to thank everyone for
24 listening to our presentation today. I know solar has

1 been new to a lot of people in Illinois and so any
2 questions that you have we're happy to answer.

3 But I'll just close by saying that we're
4 excited about this project, we've been working with the
5 landowners since 2022 and this would be a project that
6 would bring multiple benefits to the community such as
7 increase in property taxes. We're looking for
8 recommendations on the community partnership that we
9 look to do for this project as well for the \$25,000,
10 and then also the generation of electricity that
11 residents, businesses and even you could join in on.
12 So we hope you'll consider all of that when you make
13 your decision.

14 So thank you, very much.

15 MR. KAINS: Very good. Thank you,
16 Ms. Read.

17 All right. The evidence is now closed in
18 this hearing.

19 Is there any public comment on this
20 particular project? Public comment, anyone? Very
21 good.

22 All right. Mr. Keyt, it is time for the
23 Committee to deliberate and vote on the application.
24 What's your pleasure, sir? Would you like to take a

1 recess for ten minutes and then come back, or are you
2 prepared to go through findings of fact and proposed
3 conditions?

4 MR. KEYT: I think we're ready to do
5 that but it's up to the Committee. I've just got to
6 distribute a few documents for them to review as we go
7 through it. But it's up to the Committee if you want
8 to recess for five minutes.

9 MR. CRAWFORD: I could use five minutes.

10 MR. KAINS: All right. Real good.
11 Great suggestion, Mr. Crawford.

12 All right. We're going to take a recess. It
13 is 10:07. Let's come back at 10:15. Gives us 8
14 minutes to take care of business. So the Committee
15 hearing is in recess until 10:15. Thank you.

16 (A recess was taken at 10:07 a.m.)

17 (Resume at 10:18 a.m.)

18 MR. KAINS: All right. Folks, if you
19 could please find your seats and it's now time for the
20 Vermilion County Wind and Solar Committee to
21 deliberate on findings of facts, findings of facts,
22 any proposed conditions and a vote on the application.

23 At this point I will turn it over to Mr. Keyt
24 to go through with the Committee the findings of fact

1 and proposed conditions.

2 MR. KEYT: Okay. Thank you, Mr. Kains.
3 So I know the Committee is familiar generally with the
4 process, but for those of you who are not, I'm just
5 going to generally go over how this process works.

6 The County Board has the final say on whether
7 to approve or not approve the project or whether to
8 approve it with conditions or without conditions and
9 what those conditions would be. So that ultimately
10 rests with the County Board. The Committee's job is
11 to accept findings of fact and then make a
12 recommendation to the County Board on whether to
13 approve it or not approve it and also if they wish to
14 make any recommendations on conditions.

15 The Committee has a draft set of findings in
16 front of them, they also have a draft set of
17 conditions in front of them. What we'll do is as with
18 as we normally do we'll start with the findings of
19 fact, we will move on to the conditions and then
20 finally we'll address the issue of whether to
21 recommend approval or not to the County Board.

22 So, Committee Members, if you start with your
23 findings of fact documents, the one that looks like
24 this sitting in front of you. I think everybody has

1 got it. We start with that document. I'm not going
2 to go through every change -- or everything that's in
3 there because I think a lot of it is just taken
4 straight out of the application and largely backed up
5 with the testimony that was here.

6 In terms of -- if you go down to page 2, the
7 evidence that was submitted is in the record. There
8 was two witnesses provided testimony, Ms. Read and
9 Mr. Record. There's been a listing of the exhibits.
10 I've included now Mr. Read and -- I'm sorry, Ms. Read
11 and Mr. Record's information and then I've also added
12 Exhibits 2, 3 and 4 which we previously addressed.

13 Then we get into the findings of fact.
14 Before we get in those specific findings, any changes
15 other than what I've denoted to you about the changes
16 to that introductory portion from anyone on the
17 Committee? Okay. Hearing none.

18 Go down to the findings of fact. Most of
19 this information is in their application so it comes
20 straight out of the information they provided in the
21 written application. There's a few things I want to
22 point out to you. If you look at the first one, if
23 you look at page 3, paragraph number 6 talks about
24 noise and noise levels. If you'll recall, I asked the

1 witness about noise and providing a noise study prior
2 to the issuance of a building permit. The county
3 always requires some sort of noise study be provided,
4 whether at this stage or as a condition of approval.
5 In this case they didn't have a noise study. Now,
6 that's okay. We just would just require them to come
7 back with a noise study as one of the conditions of
8 approval and I've added that in on the condition side.

9 In terms of the project's application and
10 it's compliance with our ordinance, other than that
11 noise issue they were compliant and provided all of
12 the information that is necessary.

13 Skip down then. Any -- let me ask this: Any
14 changes then on those findings of fact, oh,
15 approximately about, we'll start at page 2, bottom of
16 page 2 and to page number -- down to page number 8,
17 the information that's there. Let me just take -- as
18 you all know, we take our ordinance, we line out the
19 ordinance and then we put in what evidence from the
20 application or from the hearing itself matches that
21 ordinance requirement.

22 In terms of the decommissioning, you'll
23 recall we had some decommissioning discussion, that is
24 condition -- or, I'm sorry, paragraph number 25,

1 that's on page 9, that the Applicant is going to have
2 to negotiate that decommissioning plan and the
3 decommissioning financial assurances and agreement
4 with the county before they get a building permit. So
5 before they come back for a building permit we'll have
6 to talk about decommissioning and what the amounts are
7 and whether the county finds those reasonable or not
8 and then we'll have to have an agreement, which I
9 think everybody is familiar with that process.

10 In terms of the compliance with the ordinance
11 requirements we do not note any deficiencies in their
12 application and there was no testimony obviously in
13 opposition to the project here today or any evidence
14 submitted in written form to the county in opposition
15 to the project.

16 Any changes so far up to about page 9 on
17 those findings of fact, and if you need time to look
18 at them, feel free to say so.

19 MR. GREENWELL: I have a question. I
20 don't know that it applies to this finding
21 necessarily, but is there like a every five years
22 there has to be a review of the decommissioning? Is
23 that --

24 MR. KEYT: Yep. So the -- there's two

1 things: One, we have decommissioning requirements in
2 our agreement would likely require that every five
3 years. Also keep in mind the agricultural impact
4 mitigation agreement that they signed with the state
5 requires periodic review of that decommissioning plan
6 and the cost. So the first review under the AIMA
7 happens at year eleven -- ten, sorry, happens at year
8 ten and then it's every five years thereafter. And
9 typically this is open to negotiations. But typically
10 what happens is we normally on the county side will
11 require them to come back every five years and do a
12 re-estimation of the cost, or from the County's
13 perspective we'll put in an inflation escalator for it
14 every year, so, you know, if we're not going to come
15 back until the year ten, we'll say, okay, fine you
16 don't have to come back until year ten to reevaluate
17 the costs but there's going to be an inflation index
18 of 3 percent a year up to year 10 and then we'd talk
19 about the costs again. If that makes sense.

20 MR. GREENWELL: Uh-huh.

21 MR. KEYT: Okay. Any other questions,
22 comments, changes on those up through page 8 of the
23 findings? There was nothing -- just of note, there's
24 nothing out of the ordinary with this application in

1 comparison to any others. The only difference that I
2 think we've seen with this one in comparison to the
3 others is the application of sheep grazing on the
4 site.

5 I'm going to move down then -- if there's no
6 other questions I'm going to move down to the factors
7 that are included, those start on page number 9. You
8 may recall our ordinance has 10 different factors.
9 I'm just going to run through them real quick just so
10 we have it for everybody in the public.

11 So factor number 1 is to consider the
12 existing uses of the zoning -- of the properties
13 nearby. Everything around this property --
14 surrounding property is agricultural row crop at this
15 point. There's a few residences, all of those are
16 outside the setback requirements of the county. So
17 there's no residences. They didn't need to seek any
18 waivers or variances of any residence or occupied
19 community buildings for the project. It fits within
20 the area that it is located and meets our setback
21 requirement including the fencing.

22 Number 2 talks about property values. The
23 Applicant did provide information regarding property
24 values in their written application, that is relayed

1 there.

2 Paragraph number 3 talks about the extent to
3 which any property value, construction promotes the
4 health, safety and welfare of the general public.
5 Essentially this is one, what are the benefits to the
6 community that they would get out of the project.
7 There was some testimony here today and there is some
8 information in the written application that there's
9 about \$300,000 in tax revenue that comes off of the
10 project over that 20 year term of the project.
11 Obviously that's a pretty significant increase over
12 agricultural tax revenue that would come off of it.
13 Also keep in mind that the remainder of that property,
14 it's an 80 acre parcel, that 28 acre of under fence,
15 the remainder of that parcel will stay in row crop
16 agricultural production.

17 The Applicant is providing a potential
18 funding for community projects at a total of \$5,000
19 megawatt, that's \$25,000 total that can be used for a
20 variety of sources.

21 Number 4, relative gain to the public versus
22 the hardship imposed. I think we heard some testimony
23 and there's some information within the application
24 itself that discusses that.

1 Number 5 deals with the suitability of
2 subject property for the planned purposes. As I think
3 we all know, the State has a siting statute requires
4 us to allow this, a solar project is on agricultural
5 property or agriculturally zoned property. Of course
6 our county is not zoned but it currently is in
7 agricultural use.

8 Number 6 isn't really relevant to our project
9 here. It talks about how long a project has been
10 vacant. This project has been in use, of course, as
11 an agricultural property.

12 Number 7 discusses the community plan. Right
13 now Vermilion County does not have a comprehensive
14 plan governing land use in the county.

15 8 is community need for the project. There's
16 some testimony within the application itself and
17 within the testimony today about that.

18 Then the impact on wildlife and habitat. As
19 you -- as with all projects they have to go to IDNR
20 and have an assessment done, consultation provided.
21 IDNR's assessment is that adverse impacts on wildlife
22 and habitat were unlikely.

23 Number 10 talks about the impact on drainage
24 facilities on the public property. There are

1 drainage -- underground drainage tiles on the facility
2 property. Under the statute and under our ordinance
3 we have protections in place that deal with drainage
4 on the site and they would have to make any repairs
5 within a fairly short window under both the AIMA, the
6 State statute and our ordinance. So we have fairly
7 robust protections for those drainage tiles within our
8 county and they'll have to provide us a drain tile
9 survey before they get a building permit.

10 Does anybody have any questions on the
11 Committee about the findings of fact, anything you
12 want to change or amend other than what I've mentioned
13 has been added herein based on the testimony we
14 received? I'll just throw that out there, if there's
15 anything anybody wants to change or amend now would be
16 the time to do it, otherwise somebody could make a
17 motion to approve the findings of fact with the
18 revisions that have been done during the hearing
19 itself.

20 MR. PUZEY: So one of your revisions
21 opposed is including -- includes the sheep farm
22 operation and how that will be organized?

23 MR. KEYT: Yeah, that would be part
24 of -- that would be part of the conditions.

1 MR. PUZEY: Okay.

2 MR. KEYT: Right now we're just talking
3 about findings.

4 MR. PUZEY: Okay.

5 MR. KEYT: But -- and we'll get to that.
6 I think there was some comment about that and we'll
7 talk about that when we get to conditions. But any
8 other changes, revisions to the findings of fact,
9 otherwise we can entertain a motion to approve the
10 findings of fact with the revisions that we just
11 talked about.

12 MR. CRAWFORD: Move to approve.

13 MR. FOUREZ: I have a motion.

14 MR. PUZEY: Second.

15 MR. FOUREZ: Got a second. Further
16 discussion among the Committee? Seeing none. Roll
17 call.

18 MR. KEYT: Greenwell.

19 MR. GREENWELL: Yes.

20 MR. KEYT: Puzey.

21 MR. PUZEY: Yes.

22 MR. KEYT: Crawford.

23 MR. CRAWFORD: Yes.

24 MR. KEYT: Fourez.

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MR. FOUREZ: Yes.

MR. KEYT: Okay. All right. Let's move on to conditions.

All right. We all should have a copy of conditions sitting in front of us. I'm going to quickly run through the conditions. These are fairly standard conditions that you've all seen in other projects. I've adjusted a few items to make them conform or address some specific issues with this project. But I'm going to run through them very quickly.

The first one we probably need to decide on conditions. Again, keep in mind that the County Board has final say on conditions. So whatever we recommend as a committee, whatever you recommend as a committee ultimately goes to the County Board and the County Board has the final say on what conditions to include or not.

On number 1, the commencement of special use. Right now what I would suggest given our timeframe in the year that we would require them to come back and get their -- commence construction, get their building permit from the county by December 31st of 2026. Give them time to do whatever financing they have to do and

1 studies they have to do.

2 Any other thoughts as to when you would want
3 the commencement of construction to be limited? Okay.
4 Hearing none.

5 On condition number 2 deals with the term of
6 special use. Right now it is listed as 40 years.
7 What I would suggest here is because their project
8 lifespan right now is at 20 years that we have it at
9 30 years. So what I would suggest is on the term we
10 require that 30 year term for the special use. At the
11 end of that term if they want to keep it in a solar
12 project they'd have to come back and ask for an
13 extension of that special use to go for another
14 however long they need it. 30 years is pretty common.
15 I think 30 years is I think what we've done in the
16 past, same I think once or twice.

17 Any other thoughts, comments, etc., on how
18 long you would want the special use to run? Okay.
19 Hearing none.

20 Moving on. Compliance. Paragraph number 3
21 just deals with compliance with federal, state and
22 local law. There's no -- that's a standard
23 boilerplate language that we've used throughout.

24 Paragraph number 4 deals with construction

1 and maintenance. It essentially sets the hours that
2 we would want construction and maintenance to occur.
3 We would allow construction to occur between 7 a.m.
4 and 7 p.m. from September 1st through May 31st,
5 essentially the school year, and then after from June
6 1st to August 31st they would have 7 a.m. to 8 p.m.
7 No construction work on Saturday or Sundays.

8 Any comment, question, etc., related to the
9 construction hours? I believe that is the typical
10 construction hours we've used in the past.

11 Number 5 deals with evaluation for noxious
12 weeds and weed management. Before they get a building
13 permit they have to come back to the county and
14 propose a weed management and landscape management
15 plan. So that would be required before they get their
16 building permit. Again, standard language that we've
17 used on other projects as well.

18 Number 6 deals with vegetative screening. We
19 should probably have a little bit of discussion about
20 this. There is -- they proposed vegetative screening
21 on the north side and on a portion of the east side of
22 the project. I think we probably saw that in the
23 application. You could require vegetative screening
24 throughout -- surrounding the parcel if you want --

1 not the parcel, but the project, if you like, but the
2 nearest house on the south end appears to be quite a
3 ways away from the project. So if you want to amend
4 it you could probably require screening on the east,
5 north and west side and leave it alone on the south,
6 but that's entirely up to you on what you would like
7 to recommend. The way I have it -- the way I have it
8 drafted here is it would be screening surrounding the
9 project.

10 Any thoughts on if you want to do anything
11 differently than what is proposed being surrounding
12 the project?

13 MR. PUZEY: Personally I propose that we
14 waive the requirement on the south side. Keep it on
15 the north and east, maybe the west we can discuss it I
16 guess.

17 MR. CRAWFORD: North, east and west and
18 south is not necessary.

19 MR. KEYT: Is there a census on that?
20 It sounds like three of you at least are good with the
21 north, south -- I'm sorry, north, east and west
22 leaving the south without vegetative screenings?
23 Chairman, do you have a preference?

24 MR. FOUREZ: I -- that I -- I would tend

1 to agree with that. I'm just thinking about, when I
2 look at the way that's laid out, the north, east and
3 west is kind of up against the adjacent property
4 lines. If they're going to farm the south end of
5 that, those kind of things tend to expand and grow out
6 into the farm ground if not diligent as a farmer
7 taking care of it.

8 MR. KEYT: All right. So I'm going to
9 amend that condition to just -- to read that they have
10 to provide screening on the north, east and west sides
11 of the project. I think everybody's in agreement
12 there.

13 MR. FOUREZ: That's the Committee's
14 pleasure.

15 (Affirmative nods given.)

16 MR. FOUREZ: Okay.

17 MR. KEYT: Paragraph number 7 deals with
18 stockpiling of topsoil. That's already required
19 within the AIMA. So if they take any topsoil off they
20 have to retain it on the site till such time -- it
21 sounds like there's not much if any grading that will
22 be necessary in accordance with that, likely won't be
23 much topsoil to retain.

24 Paragraph number 8 deals with drainage tile

1 survey. Prior to getting a building permit they have
2 to come back with a drain tile survey for the county.

3 Number 9 deals with wells and well
4 monitoring. So we heard some testimony about wells
5 not being present on the site. What I would suggest
6 on paragraph number 9 is we just remove that provision
7 cause there are no wells according to the landowner.

8 Number 9 deals with road agreements. To the
9 extent that they have to obtain any road agreements
10 which they will -- well, possibly not. There may
11 be -- it's an IDOT road. Route 9 is a -- it's not
12 maintained by the county. There's likely not any
13 township roads at issue. If they can get delivery of
14 materials to the site on purely state routes which is
15 likely then we may not need the road use agreements,
16 but we leave that provision in there just in case
17 they're going to have to cross a county or township
18 road. So if -- if they have to cross a township or
19 county road or travel upon one for delivery of
20 materials we just leave that provision in. If they
21 don't have to they don't have to provide it.

22 MR. FOUREZ: Andrew.

23 MR. KEYT: Yes, sir.

24 MR. FOUREZ: I think that's one of those

1 things if the road use agreement was sitting on the
2 state highway the local road district, Adrian
3 basically, would sign off on that saying that we
4 don't -- we shouldn't just let it pass and assume the
5 State, you know, is going to take care of it. So it
6 needs to be signed off on by the local.

7 MR. KEYT: Yeah. Typically what
8 happens, just so everybody's aware, when they get to
9 the building permit phase they come to us, come back
10 to us and say, hey, we need a road use agreement, like
11 we have one we're working on right now. Essentially
12 what would happen is Adrian reviews all the roads that
13 are being proposed for travel, construction travel,
14 signs off that either, A, we're going to need a road
15 use or not need a road use, but if it's purely IDOT
16 roads and Adrian's comfortable with not having to
17 obtain any permitting or road use from us then we sign
18 that off and there's nothing for us to do at that
19 point other than make sure there are no local roads
20 used.

21 All right. So that would then -- going down
22 to school buses and vehicular traffic. We require
23 projects to post, you know, Facebook page or website,
24 that just keeps the public informed of the

1 construction traffic and the schedule of that traffic
2 out at the site that way school buses or people
3 traveling to activities at the school, etc., or
4 emergency vehicles aren't surprised by some
5 construction traffic that delays where they have to
6 go.

7 All right. That takes us to decommissioning
8 and security, that's required within our ordinance.
9 We -- typical -- this provision's fairly typical with
10 all of our projects, there's some sort of
11 decommissioning agreement that's required before they
12 get it.

13 Company has to provide us some evidence -- or
14 the evidence of their liability insurance before they
15 get a building permit, that's the next condition.

16 Paragraph 13 deals with assignment. If
17 they're going to assign a project or sell it to
18 another entity. They plan to own and operate it, but
19 if they do at some point sell it they have to come to
20 the County Board and get approval of that. So that is
21 paragraph number 13. The county cannot unreasonably
22 deny if they're going to sell the project to somebody,
23 we just need to make sure that whoever they're going
24 to sell it to has the experience and economic

1 well-being to manage the project.

2 Number 14 deals with fire protection
3 districts and emergency response. Essentially
4 requires them to provide any specialized funding that
5 may have to be required to fire districts, also work
6 with those fire districts and come up with an
7 emergency plan.

8 Paragraphs -- the reimbursement of county
9 expenses which I think is probably listed as 16 on
10 your provision now. Reimbursement of county expenses,
11 validity of conditions, defense against claims, those
12 are boilerplate language for all of our conditions
13 that we utilize. If they're going to -- if there's
14 going to be cost to the county in the future they have
15 to reimburse the County for those costs.

16 Validity of conditions. If they apply for
17 the building permit they have waived any objections
18 they have to conditions.

19 And then defense against claims. If for some
20 reason the county ends up in a lawsuit regarding the
21 project the developer has to defend us.

22 Financial ability to complete the project.
23 Before they get a building permit we have to have some
24 evidence of their ability, financial means to complete

1 and operate the project.

2 Compliance with IDNR recommendations and
3 suggestions. So there were no major recommendations
4 or requirements from IDNR. So there's not much for
5 them to do, but we leave them in there in case there's
6 a change.

7 I did add a noise study condition that
8 requires before getting a building permit they provide
9 the county with a noise study demonstrating compliance
10 with the Illinois Pollution Control Board standards.

11 There is a provision that is included in here
12 regarding glare. So before they get a building permit
13 they would have to provide the county with a glare
14 study for the project to make sure it's not going to
15 negatively impact roads or nearby residences. Given
16 that location and where it's sited that is very
17 unlikely, but they would have to come back with a
18 glare study before they get a building permit.

19 Battery storage would be prohibited under the
20 next condition there.

21 Then we deal with grading of the site. So to
22 the point that there is -- there may be any grading
23 that we would require there be a dust mitigation plan
24 put in place before any grading would occur.

1 The last two paragraphs, one deals with the
2 cure period and proof of compliance with conditions,
3 rules or law. If we request compliance -- or a proof
4 compliance they'll have to provide that to us.

5 And then I address one more potential
6 condition in just a second. But on the conditions
7 we've gone through, any changes, additions,
8 subtractions, etc., that anybody would like to make
9 other than what I've gone through here verbally?

10 MR. GREENWELL: No.

11 MR. FOUREZ: No questions. Discussion?
12 If not need, I motion to approve the conditions as we
13 just discussed.

14 MR. KEYT: One second, Mr Chairman.
15 We'll come back to that in just a sec. There was some
16 discussion about livestock. Seeking use for grazing,
17 and I think there was some discussion about
18 supervision of those sheep while they're there. Some
19 suggestion maybe being that the sheep need to be
20 monitored throughout the day 24 hours. It's entirely
21 up to the Committee and then ultimately the County
22 Board whether they want to require that condition or
23 not. It's up to you whether to recommend that
24 condition. Thoughts, anybody have any thoughts about

1 that issue? Again, keep in mind, whatever you
2 recommend goes to the County Board and they can add a
3 condition or take one off if they want.

4 MR GREENWELL: Can they provide a
5 statement of how they intend to manage the livestock?

6 MR. KEYT: What we could do is perhaps
7 require something like a livestock management plan,
8 like how they plan to manage the livestock on the site
9 as part of the building permit. So you could require
10 that.

11 MR. FOUREZ: Could require, I imagine
12 the University of Illinois has got a -- Department of
13 Ag there's list of best management practices when it
14 comes to farming operations and we could maybe
15 recommend that should there be a livestock producer
16 that wants to avail themselves of the opportunity to
17 graze on that that they should have to meet the best
18 management practices as recommended for the industry.
19 I think if you require 24 hour supervision or whatever
20 you would pretty much wipe out the possibility of
21 anybody would ever use it to graze livestock on it.
22 Cause a lot of times you take livestock, put them in a
23 remote pasture some place, check on them every day,
24 maybe, couple three times a week, probably, just to

1 make sure everything is all right. It's just the way
2 most livestock operators would handle the situation.

3 MR. KEYT: Okay. Any other thoughts?
4 So what I drafted is I put an additional condition
5 that essentially just states to the extent the project
6 seeks to utilize livestock for grazing at the site,
7 the Applicant shall provide a livestock management
8 plan consistent with the University of Illinois best
9 practices.

10 MR. FOUREZ: Yeah, I think that works.

11 MR. KEYT: Close enough.

12 MR. FOUREZ: Cause you could get a bad
13 actor in there, but odds are the guy's a livestock
14 person who knows what they're doing. They're not
15 going to neglect it.

16 MR. KEYT: So I wrote it, to the extent
17 the project seeks to utilize livestock for grazing at
18 the site, the Applicant shall provide a livestock
19 management plan consistent with the University of
20 Illinois best practices prior to the issuance of a
21 building permit.

22 Any other thoughts, comments on that
23 particular condition? Okay. Hearing none.

24 I think we've gone through all the

1 conditions. Anything you want to add to conditions or
2 subtract, now would be the time to say so. Otherwise,
3 you can do a motion to approve the conditions with the
4 changes discussed.

5 MR. FOUREZ: If it pleases the
6 Committee, the Chairman will entertain a motion to
7 that effect.

8 MR. PUZEY: So moved.

9 MR. FOUREZ: Harold moves.

10 MR. CRAWFORD: Second.

11 MR. FOUREZ: Chris seconds. Any further
12 discussion? Seeing none. Roll call.

13 MR. KEYT: Puzey.

14 MR. PUZEY: Yes.

15 MR. KEYT: Greenwell.

16 MR. GREENWELL: Yes.

17 MR. KEYT: Crawford.

18 MR. CRAWFORD: Yes.

19 MR. KEYT: Fourez.

20 MR. FOUREZ: Yes.

21 MR. KEYT: All right. Motion carries
22 four to zero. On the application itself for approval
23 you're -- now would be an appropriate time if anyone
24 wants to make a recommendation to the County Board.

1 Your options again as we've discussed on previous
2 projects you can make a -- be a motion to recommend
3 approval, you can make a motion to recommend denial,
4 you can make a motion to recommend approval subject to
5 conditions. I don't tell you how you should make the
6 motion at all. The only thing I'll tell you is on a
7 project like this do not make a motion simply to
8 approve. You always want to have the County Board if
9 they're going to approve it attach conditions. So if
10 you're going to make a motion that includes approval
11 make that motion to be approval subject to conditions.
12 That's the only advice I'll give you. So essentially
13 make a motion to recommend denial or a motion to
14 recommend approval subject to conditions would be my
15 suggestion.

16 MR. PUZEY: I move that the County Board
17 approve the recommendations subject to the conditions
18 we discussed.

19 MR. FOUREZ: Do I have a second?

20 MR. CRAWFORD: Second.

21 MR. FOUREZ: Chris. Any further
22 discussions now that we have a motion on the floor?
23 Seeing none. Roll call.

24 MR. KEYT: Puzey.

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MR. PUZEY: Yes.
MR. KEYT: Greenwell.
MR. GREENWELL: Yes.
MR. KEYT: Crawford.
MR. CRAWFORD: Yes.
MR. KEYT: Fourez.
MR. FOUREZ: Yes.
MR. KEYT: Okay. Motion carries four to zero.

That concludes our hearing on the Vermilion County Solar 3 LLC application. So we'll close that hearing out. And we'll move to the next hearing.

(Cause adjourned.)

WHICH WERE ALL THE PROCEEDINGS MADE OF RECORD IN THIS CAUSE ON SAID DAY.

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I, Jamie S. Atkinson, Official Court Reporter
in and for the County of Vermilion, State of Illinois,
do hereby certify that the foregoing to be a true and
accurate transcript of the proceedings had in the
before-entitled cause on said day.

Dated this 18th day of December, 2024.

Jamie S. Atkinson

Jamie S. Atkinson, CSR
Official Court Reporter
License No. 084-004156