

ADD THE FOLLOWING:

ARTICLE V – SUPPLEMENTARY REGULATIONS

40-5-23 SOLAR ENERGY SYSTEMS.

(D) Solar Farm Energy Systems (SFES)

(2) Fencing and Weed/Grass Control

- (a)** The perimeter shall be secured by security **chain link** fencing of at least six(6) feet in height. **Fencing must be maintained and kept free of growing vegetation.**
- (b)** The applicant shall submit and adhere to an acceptable weed/grass control plan for property inside and outside the fenced area. **To include maintaining grasses at a height of 12 inches or less at all times, unless alternate vegetation plan is approved as part of the special use permit.**

(8) Application for Special Use

(d)

- (vii)** An executed agreement between the owner/operator and all road district authorities affected by the solar farm. **The road agreement must also include a transportation impact analysis, notification procedures for road closures and lane restrictions, and approved delivery truck route.**
 - (xi)** **Site plan containing all supporting facilities including operations or maintenance buildings, temporary or permanent meteorological towers, concrete batch plants, laydown yards, underground mines, private or public airports, or energy storage systems.**
- (k)** **File a farmland drainage plan with the county and impacted drainage districts outlining how surface and subsurface drainage of farmland will be restored during the following construction or deconstruction of the facility. The plan is to be created independently by the facility developer and shall include the location of any potentially impacted drainage district facilities to the extent this information is publicly available from the county or the drainage district, plans to repair any subsurface drainage affected during construction or deconstruction using procedures outlined in the AIMA agreement entered into by the commercial solar energy facility owner and procedures of the repair and restoration of surface drainage affected during construction or deconstruction. All surface and subsurface damage shall be repaired as soon as reasonably practicable.**
- (l)** **Results and recommendations from consultation with the Illinois State Historic Preservation Office (SHPO) regarding potential impacts on State-registered historic sites under the Illinois State Agency Historic Resources Preservation Act;**

- (m) The facility owner shall enter into an “Agricultural Impact Mitigation Agreement” (AIMA) with the Illinois Department of Agriculture (IDOA) and shall submit a fully executed AIMA to the county as part of its special use application. All impacted agricultural land, whether impacted during construction, operation, or decommissioning activities, must, at a minimum, be remediated by the applicant pursuant to the terms of the AIMA.
- (n) Demonstrate avoidance and setbacks from protected lands as identified by Department of Natural Resources and the Illinois Nature Preserves Commission.
- (o) Sound modeling for all potential equipment manufacturers (including solar panels, inverters and energy storage systems) showing the sound emissions, the relevant Illinois Pollution Control Board standards, the impact upon all effected properties, and all supporting data.
- (p) A copy of all communication and interference studies demonstrating the potential impacts of the project on television, radio, telephone (including mobile phone communications transportation communication devices, emergency and law enforcement communications including E911 communications, and weather radar utilized by the National Weather Service or others to communicate weather events to the public.
- (q) the county board may stipulate conditions, guarantees, and restrictions upon the establishment, location, construction, maintenance, and operation of the facility as deemed necessary for the protection of the public interest and to secure compliance with the standards and requirements of this ordinance. The owner shall construct and operate the project in conformance with the special use hearings and any conditions assigned thereof.

10) **Indemnification and Liability**

- (a) The owner shall defend, indemnify and hold harmless the county and its officers, appointed and elected officials, employees, attorneys, engineers and agents (collectively and individually, the indemnified parties) from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities whatsoever, including reasonable attorney’s fees relating to or arising out of the issuance of the special use permit or the construction, operation, maintenance and removal of the and affiliated equipment including, without limitation, liability for property damage or personal injury (including death or illness), whether said liability is premised on contract or on tort (including without limitation strict liability or negligence) or any acts or omissions of the owner or the operator under this Ordinance or the special use permit, except to the extent any such claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities arise from the negligence or intentional acts of such indemnified parties. This general indemnification shall not be

construed as limiting or qualifying the county's other indemnification rights available under the law.

- (b) Commencing with the issuance of a building permit, the applicant shall maintain a current general comprehensive liability policy, pollution liability and automobile liability coverage covering bodily injury, death and illness, and property damage with limits of at least \$10,000,000 per occurrence and \$20,000,000.00 in the aggregate during the life of the project. The applicant shall file the original certificate of insurance upon commencement of project construction prior to the issuance of a building permit, and at each subsequent renewal, annually thereafter.
- (c) Any third-party costs shall be billed and paid for by the applicant/owner including but not limited to direct or indirect costs associated with the hearing, permitting, operations, inspections, decommissioning, litigation, disputes, and/or negotiations.

11) **Decommissioning Plan**

- (c)
 - (i) The amount of any decommissioning payment shall be in accordance with the financial assurance required by the agricultural impact mitigation agreements and payable to the county.

(12) **Remedies.**

- (a) The owner's failure to materially comply with any of the provisions under the special use permit, any conditions imposed on the project, building permit, and/ or failure to comply with any other law, regulation or permit shall be a default and shall be grounds for revocation of the special use permit and/or building permit.
- (b) Prior to implementation of the applicable county procedures for the resolution of defaults, the county must first provide written notice to the owner, setting forth the alleged default(s) and provide an opportunity for the owner to cure the default(s) within a thirty (30) calendar day period from the date of the notice. Should the owner commence the cure within that 30-day cure period, and diligently pursues a cure, then the owner shall receive an additional 60 days to continue to pursue the cure before the county pursues procedures for the resolution of default. If the default relates to a life, health, or safety issue or interference with local, government public safety (police, fire, emergency medical services, emergency management services, 911 dispatch) communications, the owner shall take all necessary and available commercial measures to immediately cure the default. If the owner cannot cure the default(s) or resolve the alleged default(s) within the cure period, then the county may pursue all remedies available at law.

(13) **Water, Sewer, Materials Handling, Storage and Disposal.**

- (a) All solid wastes related to the construction, operation and maintenance of the project shall be removed from the site promptly and disposed of in accordance with all federal, state and local laws and regulations.
- (b) All hazardous materials related to the construction, operation and maintenance of the project shall be handled, stored, transported and disposed of in accordance with all applicable federal, state and local laws and regulations.
- (c) The project shall comply with existing septic and well regulations as required by the county health department and the Illinois Department of Public Health (IDPH).

REMOVE THE FOLLOWING:

40-5-23 **SOLAR ENERGY SYSTEMS.**

(B) **Building Permit Requirements and Fees.**

~~Fees for processing the applications for building permits shall be submitted to and collected by the Clinton County Zoning Department as follows:~~

~~Commercial Solar _____ \$.07 per sq ft of permitted property area~~

The ~~above~~ fees do not include inspection fees, which must be paid for by the applicant. The inspector must be approved by Clinton County.

(D) **Solar Farm Energy Systems (SFES).**

Solar Farm Energy Systems (SFES) is a facility on a parcel of **five (5)** or more acres for on-site or off-site use with the primary purpose of selling wholesale or retail generated electricity. All Solar Farm Energy Systems (SFES) will require a Special Use Permit, which may be applied for in Agricultural, ~~Commercial~~ or Industrial Districts.

(8) **Application**

~~(k) — All Commercial Solar Energy Systems (Facilities) located within **one and one-half (1.5) miles** of a municipality shall annex into the municipality or obtain executed annexation agreement with the municipality allowing the municipality's regulations to flow through the property.~~

(10) Indemnification and Liability.

~~(a) — The applicant, owner and/or operator of the solar farm energy system project shall defend, indemnify, and hold harmless the County of Clinton and its officials (elected and appointed), employees, departments, agents, and attorneys from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses, and liabilities whatsoever, including attorney's fees, without limitation, arising out of acts or omissions of the applicant, owner, and/or operator associated with the construction and/or operation of the SFES project.~~

~~(b) — The applicant, owner, and/or operator of the solar farm energy system project shall maintain a current general liability policy covering bodily injury and property damage with limits of at least **Two Million Dollars (\$2,000,000.00)** per occurrence and **Four Million Dollars (\$4,000,000.00)** in the aggregate. Evidence of liability coverage must be reported to the Clinton County Zoning Department on an annual basis, and any loss coverage must be reported within **three (3) working days** of loss. Failure to maintain coverage shall be considered a cessation of operations pursuant to section below.~~

(11) Decommissioning Plan

~~(i) The Decommissioning Security shall be equal to **one hundred ten percent (110%)** of the estimated cost of decommissioning.~~

DIVISION III – COMMERCIAL DISTRICTS

40-4-48

Special Uses

~~Solar Farm Energy Systems.~~