

STATE OF ILLINOIS)
)
COUNTY OF BUREAU)

In the Matter of the Petition
 of

Cherry IL Solar 1, LLC
Westfield Township
Bureau County, Illinois

Testimony of Witnesses
Produced, Sworn and
Examined on this 15th day
of May, A.D., 2025,
before the Bureau County
Zoning Board of Appeals

Present:

Troy Quest
Jim Forristall
Bill Jensen
Mike Stutzke
Barry Welbers, Chairman

Samantha Holt, Secretary
Kristine Donarski, Zoning Enforcement Officer

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1 MR. WELBERS: Okay. That brings us to the
2 last case we have tonight, and that is Cherry
3 Solar 1, LLC, Parcel Number 12-26-100-001.

4 Common location southeast corner of 2000
5 North Avenue and 3400 E Street.

6 Property is presently zoned as
7 Agriculture.

8 This is a request for a Conditional Use
9 Permit to build and operate a 4.00-megawatt AC
10 commercial solar energy facility for the purpose
11 of generating electric power on a portion of the
12 subject property. The property will consist of
13 solar panels, racking, foundation piles,
14 inverters, overhead lines and buried lines. The
15 commercial solar energy facility will be
16 enclosed by a perimeter fence.

17 It's also a request for a Variation. The
18 southwest corner of the subject property is
19 located as close as 1,880 feet from the
20 municipal limits of the Village of Cherry; needs
21 7,920 feet. Requesting up to a 6,040-foot
22 setback Variation. These distances are
23 approximate distances measured from the Bureau
24 County GIS parcel map website. Also to have

In Totidem Verbis, LLC (ITV)
815.453.2260

In Totidem Verbis, LLC (ITV)

1 power and communication lines above the ground.
2 And to provide a surety bond for the
3 decommissioning plan financial assurance.

4 The present use is farmland for annual
5 crop and bean production.

6 From the Village of Cherry Mayor Robert
7 McCook: Our municipality has no objection to
8 the above application.

9 From the Bureau County Regional Planning
10 Commission: Based on the information that was
11 heard, the Bureau County Regional Planning
12 Commission found that the application for a
13 Conditional Use as listed above was consistent
14 with the applicable goals, objectives and
15 policies of the Comprehensive Plan, and was
16 recommended for approval with the attached
17 stipulations to the Board of Appeals and the
18 Bureau County Board.

19 From the Westfield Township Supervisor:
20 Our Township has no objection to the above
21 application.

22 Westfield Township Road Commissioner: Our
23 Road District has no objection to the above
24 application.

1 This is the proof of publication, isn't
2 it? Is that what this is?

3 MS. HOLT: Yes.

4 MR. WELBERS: "Shaw Media certifies." So
5 this is the proof of publication. It's here.
6 Dimmick Community School District Number
7 175: Our School District has no objection to
8 the above application.

9 From the Bureau County Soil and Water
10 Conservation District:

11 It's the opinion of the Bureau County
12 Soil and Water Conservation District Board
13 of Directors that this report as
14 summarized on this page is pertinent to
15 the zoning request.

16 Cultural Resource Information. Upon
17 review of the historic 1875 plat map,
18 we found no historical sites near the
19 project.

20 Biological Resources. Historically
21 the site was prairie landscape. We
22 recommend planting a pollinator or native
23 mix for ground cover where possible to
24 improve the biological resources on the

1 site and to protect the soil. Our office
2 can provide seed mixes and a management
3 plan upon request.

4 Wetland Floodplain Information. This
5 site is near a hundred-year floodplain and
6 there is a wetland present near the site.
7 Consultation with the US Army Corps of
8 Engineers should happen before the
9 finalization of work plans if the project
10 will be in or near the waters of United
11 States.

12 Erosion Control. The building site
13 is located on gently sloping ground. Most
14 soils on the site are at moderate risk of
15 erosion. Care should be taken to cover
16 the bare soil during construction whenever
17 possible. Grading should be kept to a
18 minimum.

19 Soils Information. Most of the soils
20 on the site are well-drained and somewhat
21 limited when it comes to shallow
22 excavation. Additional building and
23 engineering considerations may be needed
24 in the locations that are somewhat limited

1 when considering shallow excavation.

2 Conservation Practices. If there are
3 soil conservation practices that will be
4 damaged by the activity on the site, those
5 conservation practices shall be restored
6 to their pre-construction condition as
7 close as reasonably practical in
8 accordance with USDA and NRCA's technical
9 standards. All repair costs shall be the
10 responsibility of the facility owner.
11 This may include fees, paying back annual
12 payments, liquidated damages for
13 cancelling the existing program contract.
14 If there are plans to build on and
15 permanently remove the practice, work with
16 the individual landowners to determine if
17 preferences were put on the USDA program
18 using USDA money.

19 AIMA. Refer to the specific --
20 specifications outlined in the
21 Agricultural Impact Mitigation Agreement
22 with the Illinois Department of
23 Agriculture for the minimum standards
24 applied to all construction or

1 deconstruction activities. We emphasize
2 that construction activities should not
3 occur when normal farming operations, such
4 as plowing, disking, planting and
5 harvesting, cannot take place due to
6 weather conditions. If an AIMA is still
7 needed, appropriate forms can be found on
8 the Illinois Department of Agriculture
9 website.

10 Do we have an Applicant here?

11 MOIRA CRONIN,

12 being first duly sworn, testified as follows:

13 MS. HOLT: Can you please state your name
14 and address for the record?

15 MS. CRONIN: Yes, it's Moira Cronin,
16 1000 Wilson Boulevard, Suite 2400, in Arlington,
17 Virginia.

18 I also have an 11-by-17 of the site plan,
19 if that's easier, if you don't have one. Would
20 any of you like one?

21 MR. WELBERS: We have this --

22 MS. CRONIN: It's just bigger, if you want
23 it. There's no pressure.

24 MR. WELBERS: If you want us to have it,

1 we'll accept it. No pressure.

2 MS. DONARSKI: I would like to get one.

3 MS. CRONIN: Do you want one too?

4 MS. HOLT: Sure.

5 MS. CRONIN: I printed a lot, just to be
6 safe.

7 So I am going to talk for a little bit
8 because I don't have a PowerPoint. So I promise
9 I will try to keep it as brief as possible but
10 also give as much information as I can.

11 So thank you to the Bureau County Zoning
12 Board of Appeals, County staff and the community
13 for allowing me to present on behalf of our
14 project today.

15 I am Moira Cronin, representing the
16 project company, Cherry IL Solar 1, LLL, aka
17 Cherry K Hill, which is a wholly-owned
18 subsidiary of Summit Ridge Energy.

19 Summit Ridge Energy is a long-term
20 developer, owner and operator of community solar
21 projects, which means we are involved for the
22 long haul for this project, up to 40 years.

23 We have over 100 community solar projects
24 in operation in over 39 counties across Illinois

1 and another 40-plus community solar projects in
2 active construction across the country.

3 The projects have employed more than 5,000
4 construction workers and provided solar
5 projects -- solar power savings to more than
6 20,000. Summit Ridge Energy has supplied over
7 \$5 billion US dollars in clean energy assets in
8 the last six years, and over \$900 million
9 invested in Illinois alone to help the State
10 reach its 100 clean energy goal by 2050.

11 I'm here to present the Conditional Use
12 Permit application via Bureau County via the
13 Commercial Solar Energy Facility Ordinance as
14 amended May 9th, 2023.

15 The Conditional Use Permit application is
16 also submitted in accordance with the Illinois
17 State regulations for the siting of commercial
18 solar energy facilities. The CSEF, which is the
19 acronym for commercial solar energy facilities,
20 will comply with all State -- with all local,
21 State and federal design safety standards and
22 codes.

23 Cherry, Illinois -- sorry. Cherry K Hill
24 is a 4-megawatt AC commercial energy facility on

1 approximately 25.3 acres. This project will be
2 located on the corner of 2000 North Avenue, and
3 3400 E Street in Arlington, Illinois, in
4 Westfield Township in Bureau County.

5 The Parcel Number is 12-26-100-001. It's
6 currently used for farming and zoned
7 Agriculture.

8 Cherry K Hill is located within
9 1.5 miles of the corporate boundaries of the
10 Village of Cherry, which requires a Variation,
11 which you touched on earlier that Mayor McCook
12 was okay with the project's location, but I also
13 spoke with him on the phone on March 18th, 2025,
14 and he said, quote-unquote, he had no problem
15 with the location of the proposed community
16 solar project. We discussed how very few people
17 live nearby the proposed project, and only three
18 nonparticipating landowners had to be notified
19 per the County's notice requirements.

20 Cherry K Hill is also requesting a
21 Variance for power communication lines to be
22 aboveground, using a CADA system for rows of
23 solar panels to combiner boxes into inverters.
24 We typically fit CAB in the motor gaps, and CAB

1 is generally -- is less destructive -- sorry, is
2 less disruptive to the soil and drainage tile
3 because it's aboveground, which is our
4 preference. We want to be the least disruptive
5 as possible to the land.

6 The third and final Variation request is
7 to provide a surety bond in lieu of an escrow or
8 a letter of credit for the decommissioning plan
9 financial assurance, which is estimated at
10 \$366,542 required for the Agricultural Impact
11 Mitigation Agreement, AIMA, which allows surety
12 bonds to be placed. See Exhibit N for some
13 examples of the US-based companies we work with
14 and their high credit ratings and service.

15 Cherry K Hill would be a temporary use for
16 up to 40 years for the community solar project,
17 allowing the untilled soil to significantly
18 improve soil health. Minimizing soil
19 disturbances increases nutrient availability,
20 soil aeration, and allowing deeper root
21 formation.

22 The Bureau County SWCD report, is the
23 Stormwater and Conservation District -- that's
24 the acronym, SWCD -- report recommends planting

1 a pollinator or native mix for the ground cover
2 where possible to improve the biological
3 resources on the site and to protect the soils.
4 So we do this for all of our projects, to
5 include the biological resources on site and to
6 protect the soil.

7 And no-tilling also removes chemicals,
8 fertilizers and pesticides from the air and
9 ground, which is a community benefit in addition
10 to the taxes anticipated for the project.

11 So over the life of the 40-year project,
12 Bureau County, Illinois, with a tax rate of 7.64
13 and the 2025 trending factor of 1.28, in year
14 one their taxes would be \$27,273.24, which is
15 three times higher than currently the tax rate.
16 And over 40 years, the project would -- the
17 taxes for Bureau County would be \$667,280.92 is
18 what our financial underwriter analyzed based on
19 the numbers I mentioned earlier.

20 Parent company, Summit Ridge Energy has a
21 partnership with OSF Healthcare, which is based
22 in Peoria and has purchased a hospital in Bureau
23 County, as well as Dixon hospital in Lee County
24 and three hospitals in LaSalle County, which all

1 significantly run on Summit Ridge Energy power
2 from our solar projects.

3 So this project will be connected directly
4 to the local Ameren grid via overhead
5 infrastructure from an interconnection
6 perspective. None of these substations will be
7 built on site.

8 The project has received all of its
9 environmental approvals and studies. It entered
10 into an AIMA agreement on April 19th, 2024.

11 Besides the corporate boundary request
12 Variance with the Village of Cherry, all
13 setbacks were met or exceed the bylaws. The
14 Applicant complies with the 150-foot setback
15 from the nearest point on the outside all of the
16 structure, 50 feet from the nearest edge, and 50
17 feet to the nearest point on the property line
18 of the nonparticipating property setbacks. The
19 closest abutter is 669 feet to the south of the
20 project.

21 The solar farm would have a 7-foot metal
22 fence on all sides. The native
23 pollinator-friendly seed mix reaches about
24 15 inches tall under the panels, to help improve

1 water quality, biodiversity and allow the soil
2 to regenerate. No lights will be added to our
3 design. So it will be dark-sky compliant at all
4 hours.

5 There will be a visible warning sign at
6 the gate entrance and at major equipment pads.
7 That's included in our application, an example
8 of that.

9 The site is flat, and at full tilt the
10 solar panels would reach 12 to 15 feet tall. We
11 use a tracker system. So the modules follow the
12 sun and will only be at their max height for
13 short periods of time per day. The panels also
14 have an antiglare component on them, so there
15 will be no glare from them as well.

16 The Applicant will submit operations and
17 maintenance reports annually.

18 A meeting with the emergency responders
19 will be coordinated by our construction and
20 property management team.

21 No batteries will be on site.

22 There will be no water, sanitary or local
23 waste disposal on site.

24 Drainage tile will be repaired, restored

1 and maintained by Huddleston McBride, who did
2 our drainage tile survey.

3 The Illinois Department of Natural
4 Resources, IDNR and the Ecological Compliance
5 Assessment Tool, EcoCAT, and the US Fish and
6 Wildlife initially determined that bald eagle
7 and Indiana bat habitat may be present, based on
8 online databases. However, in further onsite
9 consultation, no suitable habitat of either
10 species was observed by our environmental
11 consultant. So no further action is required,
12 and no fish hatcheries were within the project.
13 See Exhibit C, Ordinance Number 5.

14 The State Historic Preservation Office,
15 SHPO, found that the project was exempt from
16 ecological survey requirements. See Exhibit D,
17 which is the Historical Resource Preservation,
18 which is Ordinance Number 6.

19 The Federal Aviation Administration, FAA,
20 found the project does not exceed the noticed
21 criteria. See Exhibit E, Ordinance Number 7.

22 The Road Use Waiver has been granted by
23 Westfield Township. See Exhibit F. This
24 satisfies Ordinance Section Number 10. An

1 entrance permit may be issued from the Township
2 prior to site mobilization and building permit
3 issuance.

4 The Applicant met with Adam Lind, director
5 of Bureau County Emergency Management, who
6 confirmed the point of contact for the fire
7 district and ambulance services having
8 jurisdiction. The proof of emailing these
9 parties our emergency response plans, standard
10 operating procedures and standard operating
11 guidelines is Exhibit G.

12 The noise impact analysis was completed by
13 a third party, Urban Solutions Group, and they
14 concluded that Cherry K Hill would not exceed
15 the maximum permissible noise level, which is
16 MPNL, as described as 35 Ill ADM Code Part 901.
17 Therefore, no noise mitigation is required at
18 this facility per power generation operation --
19 or during power generation operations, which is
20 Exhibit H, and that's a direct quote from the
21 third-party report.

22 I'm almost done.

23 The County's Soil and Water Conservation
24 District found that the project did not

1 adversely affect the environment, as the
2 proposed site is outside of the floodplain. See
3 Exhibit I. This satisfied Ordinance Section 14.

4 We also designed our project to be
5 completely out of the floodplain. No one wants
6 to deal with the US Army Corps of Engineers. So
7 we always design our project out of the
8 floodplain. It doesn't make a lot of sense to
9 put a project in a floodplain. So by not
10 building in a floodplain, you avoid having to
11 submit to the US Army Corps of Engineers,
12 according to our environmental consultants.

13 Then the Applicant agrees to all 16
14 conditions for the Cherry IL Solar 1, LLC,
15 Conditional Use Permit placed on all solar
16 projects, I believe. That's what Kris had
17 mentioned at the Planning Commission meeting
18 last Thursday.

19 I'm happy to answer any questions from the
20 Bureau County Zoning Board of Appeals, the
21 County officials or the community. Thank you.

22 MS. DONARSKI: That was a lot of
23 information --

24 MS. CRONIN: I know.

1 MS. DONARSKI: -- to take in real quick.
2 So I'm going to go back over some questions. I
3 was writing notes as fast as you were talking.

4 MS. CRONIN: I know, it was a lot. I
5 usually do a PowerPoint generation, but this
6 is. . .

7 EXAMINATION

8 BY MS. DONARSKI:

9 Q. Okay. So you said you have -- Summit Ridge
10 actually has how many built and operating
11 projects in Illinois?

12 A. Over 100.

13 Q. Over a hundred?

14 A. And I'm happy to provide that list to you, as
15 well.

16 Q. Okay. So this is not your first project you
17 have ever done?

18 A. No.

19 Q. Okay. And then the power purchase agreement,
20 do you have that in place or you're working on
21 that?

22 A. With Ameren, yes, so it was due back on the 9th
23 of April. It's been escalated a couple of times
24 now. There's a couple of our projects that have

1 for some reason Ameren is behind. I don't know
2 if it's staffing issue.

3 Q. So it's in the process?

4 A. Yes. We have our supplemental review, which I
5 have included in our application.

6 Q. Okay.

7 A. So, yes.

8 Q. So whereabouts is the substation? You said
9 there would be no new substation?

10 A. Correct.

11 Q. Where would that interconnect to?

12 A. Yeah, so it would be either the Cherry
13 substation or the LaSalle substation. In the
14 supplemental review it just -- they are
15 basically analyzing the proximity to them, and
16 they have given us an estimate on the dollar
17 amount for what it would cost for the
18 interconnection agreement.

19 So we're just waiting for the cost
20 estimate, which is our formal interconnection
21 agreement. But the number was below what we
22 were expecting it to be. So even if it went up
23 significantly, we still would be able to do the
24 project.

1 Q. Okay. So can you kind of explain about the OSF
2 partnership? So they are, like, a subscriber to
3 this? And so how does that -- what is --

4 A. Yeah, so for off-take, there's two -- it's
5 commercial off-take or residential off-take.

6 So for commercial off-take, which is what
7 this OSF Healthcare is, basically they are
8 saying that all of our energy is coming from a
9 commercial solar energy facility. So basically
10 when they log into -- they have to be Ameren.
11 So they have to be an Ameren customer. They log
12 in, and they're just saying they're electing to
13 get their solar from Summit Ridge Energy.

14 Q. Okay.

15 A. So a lot of corporations that we work with are
16 -- it's just that they have committed to our
17 stakeholders that X percentage of their energy
18 is coming from renewable sources. So in this
19 case it would be solar.

20 Q. So it would be available for OSF or any other
21 business to subscribe to, but residential
22 customers can as well?

23 A. It depends on the terms of the agreement.

24 Q. Okay.

1 A. So sometimes we work with counties. Like, you
2 have to do, like, a whole credit check and work
3 with them.

4 Q. Okay.

5 A. But we are planning on -- it's not set in
6 stone. We have to have the project approved
7 first. But we are planning on continuing that
8 partnership, with hopes of running the hospital
9 that's in Bureau County.

10 Q. Okay. So how long has Summit Ridge Energy been
11 in business?

12 A. Over six years.

13 Q. Okay. And then, so then you're -- it is your
14 intent to get it permitted, build it and operate
15 it long term?

16 A. Correct, we're long-term operators. I know
17 it's like, Oh, you have only been around for six
18 years, how do you have so many projects?

19 In the beginning, we acquired a bunch of
20 projects, so through mergers and acquisitions.
21 I'm on the self-development team, but we have a
22 whole M&A team that also works with partners and
23 they usually get the project half baked, so it's
24 permitted but it's not built yet.

1 So that's how we have so many in Illinois.

2 Q. So just a little background, since we have not
3 worked with Summit Ridge before. I just ask a
4 few questions.

5 So are you putting these in, like it's the
6 standard racking system that's pile-driven into
7 the ground?

8 A. Correct.

9 Q. Okay. And then a little bit about the CAB
10 system. I know you had mentioned that.

11 Can you explain a little bit what that is
12 or show them where that --

13 A. Yeah, so we have -- I believe Exhibit H.

14 Q. I think it's O.

15 A. O, sorry. Yeah, so those are some pictures of
16 what CAB looks like.

17 At the last meeting, I was like, Oh, they
18 are underneath all the panels. They are really
19 just between the mechanical gaps, is how it is
20 described. So this isn't running between all
21 the panels.

22 But basically, instead of us doing them
23 below ground, which just requires more
24 excavating and if there's an issue to dig it up,

1 we really want the land to become a meadow.
2 That's why we plant this native seed mix. It's
3 something that the landowners are interested in
4 too. So to allow the land to kind of breathe by
5 not being tilled. So that would just increase
6 the yield they would have after the project is
7 decommissioned.

8 Q. Okay. So this would just be -- this is a
9 standard thing that then you use those on yours?
10 Rather than digging the ground, they are
11 suspended in the air?

12 A. Yeah, and we do this for, I would say, over
13 90 percent of our projects.

14 Q. So do you do some kind of a survey ahead of
15 time to make sure, like, where the field tile
16 are, if there's any underground pipelines or
17 electrical?

18 A. Yeah. So we do ALTA surveys, geotechnical
19 surveys, drainage tile reports. And I'm happy
20 to provide any and all of those. We just had
21 provided what was required per the County's
22 Ordinance.

23 But yes, that's really important to us
24 because we want to make sure that we are

1 building in soil that is suitable for the weight
2 of the equipment and avoiding the drainage
3 tiles.

4 So we -- by doing that survey, we are able
5 to reconfigure the site if we need to. There's
6 not much tile on the site.

7 Q. Okay. Now, about the panels that you plan to
8 use, you had said that they are treated with a
9 nonglare surface?

10 A. Correct.

11 Q. Is there any cadmium-based --

12 A. No.

13 Q. They are not cadmium-based?

14 A. I confirmed that, because that's one of the
15 conditions, one of the 16 conditions, and I
16 confirmed that we never use that.

17 Q. What is done with, like, used or broken or
18 damaged panels once they have reached their
19 maximum life expectancy or there's a hailstorm
20 or something happens? What happens to those
21 panels?

22 A. Yeah, so all of our panels also have a high
23 wind and anti-hail. A lot of our projects are
24 in the Midwest obviously, and there's funny

1 weather out here.

2 We do replace our panels often, because
3 they are really designed to be super resilient
4 in all kinds of crazy weather. So I would say
5 that we don't have to replace our panels very
6 often. And if we do, it's just switching out
7 the individual panels, so we can kind of isolate
8 that and get the project back online.

9 Q. But they're not kept on site in a big pile or
10 anything?

11 A. No.

12 Q. You dispose of it in a proper manner?

13 A. Right. And that's one of the Ordinance
14 requirements. So there's no storage. We have
15 no warehouse. We are not storing anything. It
16 will be a very clean site.

17 Recycling, most solar projects are the
18 newer technology. So there's not a ton of --
19 there's not a ton of research about the
20 recycling that's going on and the recyclable
21 components of it because not a lot of them are
22 being recycled right now, but that is becoming
23 more common as other projects get
24 decommissioned. And also, our panels are

1 designed to last for 40 years. So that's kind
2 of why that 40-year gap. Less efficient to
3 replace them, so build them for the maximum life
4 that we have.

5 Q. So Soil and Water has specifically stated that
6 they would ask that grading be kept to a
7 minimum.

8 Is there much grading that has to be done?

9 A. No. It's just for the -- and it will be part
10 of our building permit set if we get approved.
11 It's just for the driveway. We are proposing a
12 gravel driveway. Because, again, doing a gravel
13 driveway versus an asphalt driveway, it's just
14 easier to decommission the site, it's less
15 damage to the road.

16 Also, from a vegetation management -- so
17 talked about the pollinator-friendly native seed
18 mix -- we would only have vegetative cuttings
19 like three to four times a year, so on a
20 quarterly basis. Not really done in the winter.

21 So yes, there would be very little traffic
22 after the project is built. It would really
23 just be any meeting that the Bureau County --
24 like, Adam's team wanted to have from the

1 emergency response team or, you know, an annual
2 inspection from our team. But everything is
3 able to be monitored from, like, an iPad.

4 Q. And then what is your erosion control plan?

5 A. Yes, so the erosion control plan will also be
6 part of our building permit set, but we have to
7 abide all of the State, local and federal
8 bylaws. We put silt fences up and make sure
9 that there's no runoff from the site. So that's
10 super important to us.

11 Q. Okay. And what about the fencing, is there --
12 like, what is the approximate height and what
13 kind of fencing material are you looking at?

14 A. Yeah, so it would be a 7-foot-tall fence.
15 We're proposing an ag fence because this is an
16 agricultural neighborhood. We're surrounded by
17 ag properties. So that's what we're proposing
18 doing. We can also do a chain link fence, but
19 we prefer to do an ag fence if that's amenable.

20 Q. And then once this project has been
21 constructed, how is the operation of the site
22 monitored?

23 A. Yes, so we have a team, an operations and
24 maintenance team, and so they monitor all of our

1 projects. So if there's an issue, they can flag
2 it right away.

3 We do not want the projects to be not
4 running because we don't, you know, make money
5 that way. So it's super important that they're
6 running properly.

7 Q. So this operation and maintenance team, they'll
8 take care of maintaining vegetation and things
9 like that?

10 A. Correct, yeah.

11 Q. Is it cut or mowed or sprayed or what do you?

12 A. It's no-spray, but yes, it's mowed. Part of
13 the reason that we don't do it as frequently is
14 that the State's Illinois Department of Natural
15 Resources is really trying to have, like, native
16 pollinator plants, and you can't grow flowers
17 and improve biodiversity if you're just
18 completely chopping it down like grass.

19 Q. And then is there any kind -- let's talk about
20 noise. Is there any type of noise or sound
21 emitted from the inverters, transformers or
22 other electrical equipment that will be heard
23 outside the perimeter fence?

24 A. No. It's just within 3 feet that you would

1 hear that. So we also included a sound study
2 that was done by our third-party, the Urban
3 Solutions Group, that I had mentioned. If you
4 read the conclusion of that, they said that it
5 would not exceed the maximum permissible noise
6 levels for the State, and therefore no noise
7 mitigation is required for this facility.

8 And also, the receptor was located closest
9 to the closest house, which is the house that's
10 669 feet south. So if you look in that report
11 as well, you'll see that that receptor was
12 focused on -- there's no other homes nearby, and
13 that's the closest home, so we wanted to make
14 sure that that was reflected.

15 Q. Now, you said you had met with the local
16 emergency response, like the fire department
17 then. So they are aware?

18 A. So I met with Adam Lind after you and I met in
19 person, and then I emailed the ambulance team,
20 as well as the emergency response team for this
21 district, based on what Adam had given me. So
22 that correspondence is included in the
23 application as well.

24 Q. But you'll provide them with the standard

1 operating procedures?

2 A. Yes.

3 Q. And any training they would need how to
4 respond?

5 A. Yeah. So we have provided the emergency
6 response plan, the SOP and SOGs, in the
7 application, proof that we provided that. But,
8 yeah, we can provide them -- I think we have to
9 provide our operation and maintenance agreement
10 on an annual basis. And we will do a training
11 before the project is operational so the
12 emergency response teams know and practice what
13 the actual emergency response plan is.

14 MS. DONARSKI: I think that's all of my
15 questions for now. Thank you.

16 MR. WELBERS: Do we have questions from
17 others here in our group of this witness?

18 Please state your name and ask your
19 question.

20 MR. T. McNALLY: Tim McNally, address is
21 19604 - 3400 E Street, Arlington.

22 EXAMINATION

23 BY MR. T. McNALLY:

24 Q. One question I have is, you mentioned the long

1 haul. You specifically said 40-year time
2 period. What happens after the 40 years?
3 What's your plan for land restoration after all
4 that's done? What's it look like after 40
5 years?

6 A. Yes, so per the AIMA, the State Agricultural
7 Impact Mitigation Agreement, we have to
8 decommission the whole site. So it would have
9 to be restored to the preexisting condition.
10 Which is why we try to do the CAB that's less
11 invasive and do the native seed mix and things
12 and do -- instead of doing an asphalt driveway,
13 doing a gravel driveway.

14 Q. Also, you mentioned you have been around for
15 six years and that you were in it for the long
16 haul. What -- can you give proof that your
17 company is financially stable or won't go
18 bankrupt in a few years and we'll be left with a
19 mess?

20 A. Yeah, so we have -- in our application, which I
21 know you may not have probably gotten to read
22 that, but we have a lot of information about our
23 financial capability. But we have joint
24 ventures as well. And so basically, each of our

1 closings that we do for each project, we have to
2 get financial closings and the landowner has to
3 sign to make sure they're being paid on time,
4 there's no liens on their property.

5 But I can provide Kris, and she can get
6 that to you as well, more information on our
7 company's, like, financial background, I guess.

8 Q. Could you give a percentage of what -- what
9 percentage of your company is maybe operated on
10 loans as opposed to being financially
11 independent?

12 A. I don't know that information, but it's -- we
13 are the biggest commercial community solar
14 company in the country. Like I said, we have
15 deployed over \$5 billion in energy, and we have
16 100 operating projects in Illinois.

17 I feel like that's the information I have
18 right now --

19 Q. Okay.

20 A. -- to provide, but yes, so.

21 MR. T. McNALLY: I believe that's all for
22 now. Thank you.

23 MR. WELBERS: Any other questions? Anyone
24 else, questions of this witness?

1 State your name.

2 MR. S. McNALLY: Steve McNally, 3727 East
3 Fourth Road.

4 Just a little bit of background. I farm
5 the ground right next, to the south.

6 EXAMINATION

7 BY MR. S. McNALLY:

8 Q. First question is, the fence, it's an ag fence.
9 What is that? What's an ag fence? I mean, I'm
10 a farmer and I don't know what an ag fence is.

11 A. An ag fence, that's a term I use. I'm not a
12 farmer, but it's wooden stakes and it's, like,
13 metal cross fence.

14 Q. Just wire?

15 A. Yes, it's just wire across the way. We just
16 think that's more aesthetically pleasing than
17 doing a 7-foot chain link fence.

18 Q. And you had mentioned the next closest house is
19 669 feet, 670 feet --

20 A. Which I think it's your home, the McNally --

21 MR. T. McNALLY: Mine.

22 Q. (By S. McNally:) He's -- the question, because
23 we have to stay on questions.

24 Would you want that thing 670 feet from

1 your \$650,000 house? I mean, would you?

2 A. Yeah, so I mean, so we can talk about property
3 value reports if you want.

4 Q. No, no.

5 A. But I would say, a lot of our projects, our
6 landowners live right next door. I would say
7 most of the projects that I have permitted, they
8 live right next door.

9 You know, there's a lot of information I
10 can share on property values, that it does not
11 decrease your home value.

12 Q. Yeah, but you never answered the question. If
13 you lived in that house, would you want it
14 670 feet from you?

15 A. I wouldn't have a problem with it. I work in
16 solar. I don't think that it's ugly. I know
17 that people have their own opinions of it, and
18 that's totally fine.

19 Q. I think it's a legitimate question.

20 You mentioned tile and you put piling into
21 the ground for the tile. So you don't dig a
22 hole? You're just putting piling in?

23 A. We pile where it's necessary. So we do the
24 geotech report to make sure that the ground is

1 suitable and so that if there is, like, soft
2 soil, we would have to reconfigure the site. So
3 that's why we do our due diligence, to make sure
4 we're, like, being able to minimize the piling
5 that we have to do.

6 But we do use racking systems, which then
7 the panels go on top of that.

8 Q. So my concern is the tile. Maybe there's -- I
9 have done tiling, and when you're next to a
10 creek, you can have multiple, multiple tiles,
11 they can run from farms all around. They can
12 run from -- you know.

13 My concern is that you put one of these
14 pilings into the ground and I have a problem and
15 I'm next door.

16 A. Yeah, so we --

17 Q. What's the answer there?

18 A. I would say, just basically, we did a drainage
19 tile survey, and so we avoid doing any piling
20 into the drainage tile location. So no drainage
21 tile will be impacted. That's the point of
22 doing a drainage tile survey, to make sure that
23 any tiles that are visible -- like, that they're
24 able to -- they basically go around and they dig

1 up the whole site, and they're checking for any
2 location to see if there are any tiles. We also
3 talk to the landowner to see where tiles are.

4 But it shouldn't impact -- no tiles were
5 removed. It's not going to change anything.
6 Like, we're not moving any tile.

7 Q. No, you won't move them --

8 A. Yes.

9 Q. -- but you have the possibility of hitting one
10 and not knowing it.

11 A. So we won't. So that's why we did the drainage
12 tile survey before. We did it over the whole
13 site so that there's no tiles we hit. That's
14 part of why we do it in due diligence.

15 Q. So do I have any kind of guarantee, being a
16 neighbor, that I won't have tile problems?
17 Because nobody really knows where all the tile
18 are in that field, and if they come into my
19 property -- because that's the way tile is.
20 There's no way to track it. It doesn't have a
21 tracking wire on it. There's no way to track
22 it. So that's my concern.

23 A. None of the tile is changing. So if you're not
24 having any issues in your field now, you won't

1 have any issues when the project is done.

2 That's all I can really say.

3 That's the reason of doing the survey, is
4 to make sure we don't hit any during piling or
5 during construction.

6 MR. WELBERS: Do we have other questions?
7 Anyone else with a question?

8 EXAMINATION

9 BY MS. DONARSKI:

10 Q. Moira, did you say that your company has an
11 AIMA agreement with the State of Illinois?

12 A. We do, yup, and it's submitted in our
13 application.

14 Q. And does the AIMA agreement specifically
15 address your company's financial
16 responsibilities in repairing any damaged or
17 impact to drainage tiles, should that happen?

18 A. On site, yes. So any that are within our lease
19 area, yes. Yes, so that's one of the reasons, I
20 guess, that we do the drainage tile as well, is
21 because we're upheld to it by the State's AIMA.

22 Q. And that's governed through the Illinois
23 Department of Agriculture?

24 A. Correct.

1 MS. DONARSKI: Thank you.

2 MR. WELBERS: Other questions, anybody?

3 (No verbal response.)

4 MR. WELBERS: You say you have some
5 information on real estate values with you?

6 MS. CRONIN: Yeah, on property value
7 reports.

8 MR. WELBERS: Why don't you put a little
9 of that in the record?

10 MS. CRONIN: Yeah, sure. So community
11 solar has not been proven to decrease home
12 values in Illinois. I'm just going to quote a
13 couple of studies that have been done.

14 So Loyola University of Chicago Property
15 Value Impact in Proximity to Solar study. Our
16 study includes 70 utility-scale solar facilities
17 built in the Midwest from 2009 to 2022, using
18 data from the Lawrence Berkeley National
19 Laboratory.

20 Using the difference/indifference method,
21 our results indicated that utility-scale solar
22 projects increase nearby property values by
23 roughly 0.5 to 2 percent. Moreover, our results
24 show that the smaller projects, which is

1 community solar projects, have more of a
2 positive impact to nearby property values than
3 projects that are 20 megawatts or larger.

4 Our proposed project is 4 megawatts AC.

5 The 2018 study of solar farms in
6 Illinois -- Indiana and Illinois found that no
7 consistent negative impact to the value of
8 adjacent properties from -- sorry. Let me read
9 that again.

10 A 2008 study of solar farms in Indiana and
11 Illinois found that no consistent negative
12 impact -- that there is no consistent negative
13 impact to the value of adjacent properties based
14 on their proximity to solar farms that can be
15 attributed to the proximity to the adjacent
16 solar farm.

17 In summary, researchers discovered that
18 properties within 1,320 feet of solar farms sold
19 by an average of 1.92 percent more than
20 comparable properties that were not located near
21 any solar farms.

22 And this source is, McLean County had done
23 a study in 2018, and it's their property value
24 impact study for proposed solar farms.

1 in and offer so much for cash rent, why is it
2 that we're still paying for it? Everybody in
3 this room is.

4 A. I don't work for Ameren --

5 Q. I know you don't.

6 A. -- so all I can say is that -- that -- like, I
7 know on my bill that it would say, like,
8 nuclear, solar. Like, it's just kind of a
9 melting pot of energy, and I don't know why.
10 I'm guessing it's coming from the State level at
11 the Public Utility Commission, that they're just
12 saying that -- you know, I don't have a good
13 answer for that, sorry.

14 MR. S. McNALLY: Okay.

15 MR. WELBERS: Any other questions?

16 Go ahead, state your name once more.

17 MR. T. McNALLY: Tim McNally, 19604 - 3400
18 E Street, Arlington.

19 EXAMINATION

20 BY MR. T. McNALLY:

21 Q. How much are you paying a landowner for using
22 his land and how much does he stand to gain?

23 A. Yeah, that's private information. Sorry. We
24 don't disclose that. Those are confidential

1 terms.

2 Q. Okay. So as someone who lives right next to
3 this, do you offer compensation for the
4 inconvenience of having it on a property right
5 next to it?

6 A. No, we don't, but if there's something that
7 you're looking for from, like, a tree
8 perspective or something, we could talk about
9 that.

10 But we specifically did the noise study in
11 proximity to your house to provide kind of
12 assurance that we're not going to be -- you
13 won't hear our project. We're also using the
14 native pollinator seed mix. There will be
15 flowers and other things and it will be
16 weed-whacked -- or mowed, rather, three to four
17 times a year.

18 But we don't view -- I know you live
19 nearby, and I totally get that, but we don't
20 view it as, like, a heavy populated area. And
21 we don't, like, give, like, just checks to
22 people for being nearby the project.

23 But if there's something, like from a tree
24 perspective or something, we're happy to talk to

1 you, if that's something you're interested in.
2 I know a lot of people don't like trees because
3 they cast shadows on their farms.

4 Q. Can you expound on that? What is a tree --
5 like, what do you mean by that?

6 A. I guess, like, I guess what are you looking
7 for, would probably be a better way to address
8 that?

9 Q. I have a statement that I'll give when you're
10 done, and it will explain more of that.

11 A. Okay.

12 Q. But since you made the statement, I'm just
13 curious what that looks like. Like, what are
14 you talking about when you say, you know, we
15 don't give people checks, we don't give
16 compensation, essentially, for the
17 inconvenience, but we could talk about something
18 to do with trees.

19 So, like, what do you mean by that?

20 A. I don't really know how else to word it, but we
21 don't view living near the project as an
22 inconvenience, but if you have a specific issue
23 with it from, like, seeing the site or
24 something, that we could talk about doing a

1 different vegetation management plan if there's
2 something that you are looking for. But most
3 farmers don't want trees because they cast
4 shadows and roots and other things.

5 But if that's something you have interest
6 in, we can talk about that for sure.

7 Q. Thank you for the clarification.

8 MR. WELBERS: Do we have any other
9 questions for this witness?

10 (No verbal response.)

11 MR. WELBERS: None. You can sit down.

12 MS. CRONIN: Thanks.

13 MR. WELBERS: Would you like to come up
14 and put your information in?

15 MR. T. McNALLY: I would.

16 TIM McNALLY,
17 being first duly sworn, testified as follows:

18 MS. HOLT: Can you please state your name
19 and address for the record.

20 MR. T. McNALLY: Tim McNally, 19604 - 3400
21 E Street, Arlington.

22 MS. HOLT: Thank you.

23 MR. T. McNALLY: My grandpa, Don McNally,
24 purchased the property next to the parcel of the

1 proposed solar array in the 1960s. I'm a third
2 generation farmer. I moved into the house that
3 overlooks the proposed solar panels last summer.
4 I remodeled the house myself. I'm raising a
5 family, I have a 2-year-old son and a baby on
6 the way, in the house and on the property as my
7 grandfather did.

8 When I look across the land and the corn
9 and beans that I plant, I want to see more
10 agriculture and not the glaring reflection of a
11 solar panel or a 7-foot-tall fence. I want to
12 raise my children in a wholesome agricultural
13 farm environment and not an electric energy
14 field.

15 The K Hill Solar array stated that their
16 plan is for the long haul. They mentioned that
17 their time frame is 40 years, as they mentioned
18 earlier. My family has maintained the
19 agricultural integrity of the surrounding land
20 for over 50 years, and I plan to continue that.
21 My 2-year-old son loves to drive tractors.

22 I want to see the agricultural heritage
23 maintained on the surrounding farmland within
24 the view of my house and land. For that reason,

1 I'm opposed to the proposed K Hill Solar array,
2 and I'm asking you, the Board, to deny the
3 request for the use of that land for the solar
4 power.

5 MR. WELBERS: Good?

6 MR. T. McNALLY: Yeah.

7 MR. WELBERS: Questions, Kris?

8 EXAMINATION

9 BY MS. DONARSKI:

10 Q. So, Tim, is your house then the one that's the
11 659 feet away to the south?

12 A. It is.

13 Q. And so in between, like, there's a field in
14 there that you till in between? Your house
15 isn't right next to it, right?

16 A. It's about --

17 Q. Like, how wide is the field from your -- like
18 500 feet wide or something like that?

19 A. Something like that. It's, yeah, maybe
20 10 acres.

21 Q. About 10 acres of land, okay.

22 MS. DONARSKI: That was my question.
23 Thank you.

24 MR. WELBERS: Anyone have questions of

1 this witness before he sits down?

2 (No verbal response.)

3 MR. WELBERS: Seem to be none.

4 Any here?

5 (No verbal response.)

6 MR. WELBERS: Tim?

7 MR. T. McNALLY: For clarification, when I
8 look across my field it is -- the other field's
9 very visible, just for clarification.

10 MS. DONARSKI: Thank you.

11 MR. WELBERS: Do you have anything you
12 want to testify?

13 MS. CRONIN: I was looking for -- to kind
14 of speak more of the financials, and I was
15 looking for it. Can I just read this more
16 information?

17 MR. WELBERS: I guess so. Yeah, I guess
18 so. You're still under oath. Go ahead and do
19 it. That will leave you subject to questions
20 potentially. You have to be ready for that.

21 MS. CRONIN: Do I need to be sworn in
22 again?

23 MR. WELBERS: No, you're good.

24 MS. CRONIN: This is just more financial

1 background on Summit Ridge Energy. In May of
2 2009, Summit Ridge entered a joint venture
3 agreement with Hannon Armstrong, which is NYSE:
4 HASI, the first public company in the United
5 States solely dedicated to investing in climate
6 solutions, concentrated on creating synergy and
7 clear communications to parties to and formed
8 Summit Ridge Capital Holdings, which built SRE
9 solar energy systems to own and operate them
10 throughout their useful life.

11 SRCH secures -- that's an acronym for
12 Summit Ridge Capital Holdings -- secures
13 financial participation, including tax equity,
14 debt, construction financing and provides asset
15 management services. SRE serves as a joint
16 venture manager of SRCH.

17 In June of 2021, SRE announced its second
18 joint venture with Osaka Gas, US corporation.
19 US -- I'm sorry, SREOG, a subsidiary of Osaka
20 Gas Company, Ltd., YTO, 9532, a global leader in
21 renewable investments.

22 SRE is financed and serves as an asset
23 manager for all projects developed or acquired
24 since 2009 through one of these two joint

1 ventures. SRE is structured so that projects
2 are developed and built with a mindset of a
3 long-term owner-operator of solar projects.

4 Due to SRE's tremendous growth and
5 success, the company is continuously expanding
6 its financial partnership. As of November 2023,
7 SRE secured an additional \$275 million in
8 financing facilities, an existing partnership
9 with Mitsubishi UFJ Financial Group -- MUFG is
10 what they're mostly known by -- to support the
11 construction of 15 additional solar projects
12 within Illinois and Virginia. This expanded an
13 additional 45-megawatt DC to an existing fleet
14 of 250-megawatt DC across the state of Illinois.

15 Together, these projects will provide bill
16 credits to an additional 20,000 homes and
17 businesses and deliver energy savings to all --
18 to low-income residents and commercial consumers
19 -- customers, sorry -- to commercial customers.

20 Summit Ridge maintains relations with its
21 partnerships with its various financing
22 partners. In the summer of 2022, SRE took on a
23 strategic investment with Apollo Management
24 Group in the amount of \$175 million. Other

1 financial backing includes over 1 billion in
2 construction and development loans with
3 Fundamental Renewables and a recent opening of
4 275 million development facility with MUFG.

5 Tax equity partnerships have also been
6 critical to our success. Our main partnerships
7 have been with Foss and Company, FCCIC and Burke
8 Listing (phonetic). The company has
9 successfully worked with these various
10 experienced financial partners to bring over 155
11 projects to either construction or full
12 completion.

13 Summit Ridge Energy is confident in its
14 ability to continue securing capital in the
15 foreseeable future as the company's solar
16 project pipeline continues to grow.

17 SRE maintains robust partnerships and
18 in-house capability to residents and commercial
19 off-stake subscribers' acquisition and ongoing
20 management. Currently over 3,000 subscribers
21 have already joined the SRE family. SRE makes a
22 clear commitment to further expanding national
23 access to solar energy through rapid scaling
24 development pipeline, which is on track to over

1 50 million more households and businesses having
2 renewable energy subscriptions by the end of
3 2024. SRE will continue to build on its past
4 success, helping Illinois meet its clean energy
5 goals.

6 I'm almost done.

7 Summit Ridge Energy values propositions on
8 working closely with the communities and local
9 governments in which its solar projects operate
10 and set it apart from other developers.

11 At the forefront of our mission is the
12 deliverance of community and environmental
13 benefits for the greater good. Through the 100
14 projects completed within Illinois to date,
15 176-megawatt DC projects have been added to the
16 grid, which will reduce carbon emissions by 300-
17 -- sorry, 33,466 metric tons of carbon dioxide
18 annually.

19 Additionally, Summit Ridge Energy
20 prioritizes American jobs. In April 2023, SRE
21 announced a 1.2 gigawatt purchase of a Qcells
22 manufacturing facility in Georgia, marking the
23 largest domestic community solar purchase in US
24 history. And we have already increased that

1 another gigawatt. And these modules will power
2 more than 140,000 homes and businesses.

3 So SRE is just dedicated to producing more
4 products that we feel like are good for Illinois
5 and other residents, and a lot of our other
6 equipment is also assembled or made in the US as
7 well.

8 And we always pay the heavy weight, even
9 if we don't work with a union on a project. The
10 heavy weight is the highest level that a union
11 pays. So even if we're not working with a union
12 on a project, we always pay the heavy weight.

13 So that's it.

14 MR. WELBERS: Are you a speed reader?

15 MS. CRONIN: No, but I just know I have
16 talked a lot.

17 MR. WELBERS: Just a minute. That may
18 have prompted a question or two.

19 MS. CRONIN: No, I'm not a speed-reader.

20 MR. WELBERS: Does that prompt any
21 questions?

22 Go ahead, sir.

23 MR. T. McNALLY: Tim McNally, 19604 - 3400
24 E Street, Arlington.

1 So I have a question for you. Can I ask a
2 question from up there? Can I make another
3 statement and then ask another question after
4 I'm up there?

5 MR. WELBERS: Well, right now she's here
6 and she's the witness. If you have a question,
7 ask. You can still come back and finish
8 whatever statement you would like to make, too.
9 But the order is, she is here now, unless she
10 wants to sit down a minute and come back a third
11 time.

12 MR. T. McNALLY: No, that's okay. Thank
13 you.

14 EXAMINATION

15 BY MR. T. McNALLY:

16 Q. So this is something I thought of after our
17 discussion with the tile. I understand you
18 don't understand tile -- and that's okay, it's
19 not your fault -- but I do.

20 And so although you've guaranteed that
21 nothing bad is going to happen with the tile
22 because of the, you know, policy of checks, if
23 something were to go wrong, can we have a
24 written guarantee that you should share the cost

1 of the farmer or cover the cost if something
2 were to go wrong?

3 Because you have made the statement, and
4 it's on the record, that you have done your due
5 diligence and checked. So if your due diligence
6 doesn't pan out and you do break something
7 that's underground, buried 6 or 8 feet
8 underground, may have been there for 75-plus
9 years, will you take responsibility?

10 A. Well, just any tile that we do damage on site,
11 we do repair. That should alleviate your
12 concern.

13 MR. T. McNALLY: Okay. Thank you.

14 MR. WELBERS: Any other questions of this
15 witness?

16 (No verbal response.)

17 MR. WELBERS: Again you're free to sit
18 down.

19 MS. CRONIN: Thanks.

20 MR. WELBERS: Would you like to further
21 make a statement?

22 MR. T. McNALLY: No, that's it. Thank
23 you.

24 MR. WELBERS: Are there any other

1 witnesses that want to testify toward this?

2 (No verbal response.)

3 MR. WELBERS: There seem to be none.

4 MS. DONARSKI: Mr. Chairman, I have the
5 conditions for the Planning Commission based on
6 this, and I can hand those out. I can read them
7 aloud into the record, if you would like to, but
8 it's the same standard 16 conditions.

9 MR. WELBERS: For the benefit of the
10 McNallys, go ahead, if you would, come up and
11 read them so they understand what conditions
12 would be imposed on this Applicant.

13 MS. DONARSKI: These are the extra terms
14 and conditions by the planning commission placed
15 on the Conditional Use.

16 Conditions for Summit Ridge Energy, LLC,
17 Conditional Use Permit.

18 Number 1, The Conditional Uses, including
19 the placement of all components of the proposed
20 Cherry IL Solar 1, LLC, (C1S1) electric
21 generating facility approved by Bureau County,
22 shall be constructed as set forth in the
23 applications filed with Bureau County on
24 April 10, 2024, and shall comply with all

1 requirements of the Bureau County Zoning
2 Ordinance.

3 2, All conservation practices, (such as
4 grassed waterways, filter strips, terraces,
5 grasslands) which are damaged by construction of
6 the proposed solar power facility, including but
7 not limited to access road construction,
8 underground transmission cable installation, and
9 heavy equipment shall be restored by the owner
10 of the solar power facility to their
11 pre-construction condition using original design
12 specifications and vegetative cover. Care
13 should be taken to try to maintain the integrity
14 of these practices for erosion control, flood
15 control, and water quality.

16 3, The owner of the solar power facility
17 shall implement erosion control standards for
18 all excavation activities to maintain water
19 quality and minimize erosion impacts.

20 4, The owner of the solar power facility
21 shall enter into a Road Use Agreement with the
22 governing road authority, unless the road
23 authority provides a written waiver of this
24 requirement.

1 5, The owner of the solar power facility
2 shall enter into a decommissioning plan with the
3 County to ensure that the facility is properly
4 decommissioned upon end of project life or
5 facility abandonment.

6 6, The solar power facility shall be in
7 compliance with all applicable County, state,
8 and federal regulatory standards (including
9 applicable building codes and electrical codes),
10 FAA requirements, EPA regulations (hazardous
11 waste, construction, stormwater, et cetera).

12 7, The location of all proposed access
13 points shall be identified and approved by the
14 governing road authority prior to the granting
15 of a building permit to accommodate road and/or
16 drainage improvements within the existing and/or
17 future right-of-way.

18 8, The Petitioner, Owner and/or Operator
19 of the solar power facility shall construct said
20 solar power facility in substantial accordance
21 with submitted Conditional Use Permit
22 applications and all accompanying documents.

23 Nothing contained herein shall be deemed
24 to preclude the agricultural use of the balance

1 of the subject property not occupied by the
2 solar power facility. Said agricultural use
3 will be considered as being the principal use of
4 the subject property notwithstanding adoption of
5 a Conditional Use Ordinance and the construction
6 and operation of a solar power facility on a
7 given lot or parcel of land, at locations
8 approved by the County Board pursuant to
9 Conditional Use approval on a Site Plan Map.

10 9, Solid Waste. All solid waste, whether
11 generated from supplies, equipment, parts,
12 packaging, or operation or maintenance of the
13 facility, including old parts and equipment,
14 shall be removed from the site immediately and
15 disposed of in accordance with all federal,
16 state and local laws.

17 10, The owner of the solar power facility
18 shall submit to the Bureau County Zoning
19 Enforcement Officer, the jurisdictional fire
20 district and the jurisdictional ambulance
21 service, a copy of the solar power facility's
22 site plan, Standard Operating Procedures and
23 Standard Operating Guidelines for the solar
24 power facility so that the local fire protection

1 district and rescue units that have jurisdiction
2 over the site may evaluate and coordinate their
3 emergency response plans with the owner and/or
4 operator of the solar power facility. In
5 addition, the owner of the solar power facility
6 shall provide training for, and the necessary
7 equipment to, local emergency response
8 authorities and their personnel so that they can
9 properly respond to a potential emergency at the
10 solar project. Nothing in this section shall
11 alleviate the need to comply with all other
12 applicable fire, life safety and/or emergency
13 response laws and regulations.

14 11, Additional Terms and Conditions.

15 A, Technical submissions as defined in the
16 Professional Engineering Practice Act of 1989
17 and contained in the application filed for
18 Conditional Use shall bear the seal of an
19 Illinois professional engineer for the relevant
20 discipline.

21 B, The Conditional Use Permit granted to
22 the Applicant shall bind and inure to the
23 benefit of the Applicant, its successors and
24 assigns. If any provision of this Ordinance is

1 held invalid, such invalidity shall not affect
2 any other provision of this Ordinance that can
3 be given effect without the invalid provision
4 and, to this end, the provisions in this
5 Ordinance are severable.

6 C, A violation of the terms and conditions
7 herein shall constitute a violation of the
8 Conditional Use granted herein and shall be
9 grounds for revocation of the Conditional Use by
10 the Zoning Enforcement Officer.

11 D, The owner of the solar power facility
12 shall supply written proof of an approved
13 entrance, from the appropriate governing road
14 authority to the Zoning Enforcement Officer
15 prior to the issuance of any building permits
16 for the proposed solar power facility.

17 E, The owner of the solar power facility
18 shall, at the owner's expense and in
19 coordination with the County, develop a system
20 for logging and investigating complaints related
21 to the solar power facility. The owner of the
22 solar power facility shall resolve such
23 complaints on a case-by-case basis and shall
24 provide written confirmation to the Bureau

1 County Zoning Office.

2 12, Floodplain Ordinance Compliance. All
3 parts of the solar power facility shall be in
4 compliance with all requirements of the Bureau
5 County Flood Damage Prevention Ordinance
6 (Floodplain Ordinance).

7 13, All components of the proposed solar
8 facility, including the perimeter fencing, shall
9 meet the setback requirements as stated in
10 Article 3.41-4 v.3 of the Bureau County Zoning
11 Ordinance.

12 Number 14, After the solar power facility
13 is completed and operational, the owner of the
14 solar power facility shall, at their expense,
15 hire a third party, qualified professional, to
16 complete a sound pressure analysis of the
17 existing conditions to demonstrate compliance
18 with Illinois Pollution Control Board
19 Regulations. This analysis will be completed
20 and returned to the Zoning Enforcement Officer
21 within 60 days. All analyses and studies are
22 subject to approval of the Zoning Enforcing
23 Officer and are a matter of public record.

24 15, The owner of the solar power facility

1 shall follow the indemnification requirements
2 per Article 3.41-4 v.24 of the Bureau County
3 Zoning Ordinance.

4 And, 16, the owner of the solar power
5 facility shall not install cadmium-based solar
6 panels.

7 MR. WELBERS: Okay.

8 MS. DONARSKI: Okay. Thank you.

9 MR. WELBERS: Do you have any questions on
10 what that's about?

11 (No verbal response.)

12 MR. WELBERS: Okay.

13 MR. T. McNALLY: Can I say one more thing?

14 MR. WELBERS: Yes, sir.

15 MR. T. McNALLY: Do I need to take oath
16 again?

17 MR. WELBERS: No.

18 MR. T. McNALLY: So everything that we
19 heard tonight from the proposed solar company
20 wanting to put up the solar panels, I believe
21 the representative, you said you were from out
22 of state, correct?

23 So someone from out of state -- Virginia,
24 I think she said -- and understandably there's a

1 lot of money behind this, and I get that people
2 want to make money. The nice thing for them is
3 that they'll make money and they'll never have
4 to look at solar panels where they're at, where
5 they're putting them.

6 I know I have said this once. I just want
7 to say it one more time. I'm the guy that has
8 to look at those solar panels every day. I know
9 she doesn't mind looking at solar panels. I'm
10 asking you to put yourself in my position.
11 Would you want solar panels in your backyard or
12 something that you look at every morning?

13 I appreciate your consideration.

14 MR. SCHWAMBERGER: Can I speak?

15 MR. WELBERS: You certainly can. Come up
16 and be sworn in. You absolutely can speak, sir.
17 It's a public meeting.

18 JOE SCHWAMBERGER,
19 being first duly sworn, testified as follows:

20 MR. SCHWAMBERGER: I'm the landowner of
21 part of this project and --

22 COURT REPORTER: Could I have you state
23 your name?

24 MR. SCHWAMBERGER: Sorry. Joe

1 Schwamberger, 2212 Plum Street, Peru, Illinois.

2 This has been a long thought process for
3 me and my sister. It's been in our family since
4 1843, the K Hill Farm, to put that into
5 perspective. I want to move back to the farm if
6 I can get water pumped in from Cherry, or
7 Albrecht's, by some miracle, can get me water.

8 And Don knows what this -- or Steve knows
9 what my desire is to live there. He showed me
10 his water system. So I'm serious about living
11 there.

12 So -- and I get what you're saying about
13 living next to it, but I plan on building a
14 house, if I get my water situation, just west of
15 this. And that's where I'm going to die, on
16 that family farm since 1843.

17 So I have no problem with it, but we all
18 have our differences of opinions on it. I just
19 wanted to state that.

20 MR. WELBERS: Let's see if that prompted
21 any questions. Anything you would like to ask?

22 Go ahead, sir.

23 MR. S. McNALLY: Steve McNally.

24 EXAMINATION

1 BY MR. S. McNALLY:

2 Q. So, Joe, why not -- you have other farms. Why
3 not build it on the one up by Arlington?

4 A. Too close to the Burlington Railroad, and they
5 got the gas line going through there, and just
6 the location of it and the neighborhood. You
7 and I kind of talked one day, it's just a nice
8 neighborhood down where --

9 Q. Yeah, it is a nice neighborhood.

10 A. I'm saying, the neighbors. It's just a
11 different vibe up there, is what I'll say on
12 that.

13 1843, it's been in the family, and it
14 means a lot, you know, to me. So I have no
15 problem looking at, you know, whatever it does
16 in the afternoon or whatever, but that's just
17 me, yeah.

18 Q. Will it ever expand off of that? Because you
19 own across the road from Tim's too, and if this
20 goes through, where does it stop?

21 A. That's it. That's it for me.

22 MS. CRONIN: We're not using all of your
23 land. It's still going to be farmed on the
24 other side of the --

1 MR. SCHWAMBERGER: Yeah, the 9 acres that
2 you called the floodplain, even though it's
3 tiled out properly, that will be farmed, and
4 then there will be a strip of about 150 feet
5 from the creek over to the edge of your fence
6 that Don Meyer, my tenant, will farm, get a
7 couple swaths in with his planter.

8 No, I have no intentions of doing anything
9 with the Flaherty 40 that we bought or any of
10 the rest of the ground.

11 Q. I wouldn't care about that one because it's a
12 ways away.

13 A. Yeah, I have no -- yeah.

14 Q. But this one is so close.

15 A. I'm not afraid to live just across the road
16 west of it, you know, up by the shed. I
17 remodeled the shed. Carol and I put a lot of
18 money into remodeling. So I'm serious about it.
19 Got some electricity up there.

20 MR. SCHWAMBERGER: I just wanted to throw
21 my two cents in on that.

22 MR. WELBERS: Any other questions?

23 (No verbal response.)

24 MR. WELBERS: None from you, Kris?

1 MS. DONARSKI: No, I have none.

2 MR. WELBERS: Thank you, sir.

3 Are we done with our testifying and
4 questions? Pretty much all in and done?

5 (No verbal response.)

6 MR. WELBERS: Okay. You guys, no comment?

7 (No verbal response.)

8 MR. WELBERS: Did all of you inspect it?
9 Everybody go by?

10 (All those simultaneously
11 nodded.)

12 MR. WELBERS: But it is my area of the
13 county usually, so you would like me to lead
14 this, I bettcha.

15 MR. QUEST: Sure.

16 MR. WELBERS: All right. Well, the first
17 thing that I want you to know is that there's
18 two -- first of all, there's two parts of this
19 application: one is the Conditional Use, one is
20 the Variation.

21 The Conditional Use, this Board, what
22 we're supposed to do, which we have done, is
23 gather all the testimony from every public
24 person that was here and had a chance to speak

1 and put it into the record.

2 We move it forward with a recommendation.
3 But the recommendation isn't what's important,
4 the public record is what's important. The
5 Conditional Use to use this property for this
6 purpose is a decision that the County Board
7 makes, not us.

8 They have to make it based on our Zoning
9 Ordinance, and our Zoning Ordinance reflects
10 what was mandated by the State of Illinois and
11 the current governor. So their decision is
12 based on that.

13 The other part of the Variation, the
14 Variation is up to this Board. We decide those
15 things. I'm about to introduce a motion to
16 approve the Variation, because our Zoning
17 Ordinance requires a mile and a half setback
18 from a village, a municipality, unless the
19 municipality or village says, No, I don't want
20 that, and asks for it to be waived. And that's
21 exactly what's happened here.

22 So I am going to introduce a motion here
23 in a minute -- and, of course, I'm only one
24 member of a Board -- but to approve that

1 Variation for the simple reason that the Village
2 of Cherry asked us to do it.

3 So I will move that the Variation be
4 approved for the southwest corner of the subject
5 property located as close as 1880 feet from the
6 municipal limits of the Village of Cherry,
7 requiring 7,920. Move to approve the 6,040-foot
8 setback Variation.

9 That's the motion. Is there a second to
10 that?

11 MR. STUTZKE: Second.

12 MR. WELBERS: Michael is the second.

13 So you can call the roll.

14 MS. HOLT: Mr. Jensen?

15 MR. JENSEN: Yes.

16 MS. HOLT: Mr. Forristall?

17 MR. FORRISTALL: Yes.

18 MS. HOLT: Mr. Stutzke?

19 MR. STUTZKE: Yes.

20 MS. HOLT: Mr. Quest?

21 MR. QUEST: No.

22 MS. HOLT: Mr. Welbers?

23 MR. WELBERS: Yes.

24 (By voice vote four ayes, one

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 nay.)

 MR. WELBERS: Again, for the reason that I said, there have been, as you know, other solar applications surrounding Cherry, and in all cases the Village has asked for that to be waived. So that's what we have to do.

 When it comes to the Conditional Use, I am also going to recommend that the Bureau County Board approve the Conditional Use Permit to build and operate this 400-megawatt AC commercial solar energy facility --

 MS. CRONIN: It's 4-megawatt.

 MS. DONARSKI: 4-megawatt.

 MR. WELBERS: What did I say?

 MS. DONARSKI: 400.

 MR. WELBERS: -- 4.00-megawatt for the purpose of generating power on a portion of the subject property. That -- subject to the stipulations that were put into the record.

 So that's that motion. Is there a second?

 MR. JENSEN: I'll second that.

 MR. WELBERS: Mr. Jensen is the second.

 Again you can call the roll.

 MS. HOLT: Mr. Jensen?

1 MR. JENSEN: Yes.

2 MS. HOLT: Mr. Forristall?

3 MR. FORRISTALL: Yes.

4 MS. HOLT: Mr. Stutzke?

5 MR. STUTZKE: Yes.

6 MS. HOLT: Mr. Quest?

7 MR. QUEST: No.

8 MS. HOLT: Mr. Welbers?

9 MR. WELBERS: Yes.

10 (By voice vote four ayes, one
11 nay.)

12 MR. WELBERS: So again, that decision is
13 up to the County Board when they meet in June on
14 -- what is it -- the 12th, here at the Bureau
15 County Courthouse.

16 MS. CRONIN: It's the 10th. I believe
17 it's the 10th.

18 MR. WELBERS: It is the 10th, now that I'm
19 focusing a little bit. June 10th. That's when
20 they make the decision on that.

21 And that is the end of our cases for
22 tonight. Is there anything else?

23 MS. DONARSKI: Yes. I have another item
24 on the agenda. The other item on the agenda is

1 the retention of Tim Slavin as facilitator for
2 wind farm-related hearings at the Zoning Board
3 of Appeals.

4 This was approved by the County Board on
5 Tuesday night, and so it's up to this Board to
6 vote to retain Tim as the facilitator for some
7 upcoming wind-related hearings.

8 MR. WELBERS: For "some" upcoming? So
9 there's more than one application?

10 MS. DONARSKI: No. There is a wind farm
11 that's looking at coming in to apply.

12 MR. WELBERS: Okay. So we need a motion
13 to approve hiring him as the facilitator --

14 MS. DONARSKI: Yes.

15 MR. WELBERS: -- accepting him as a
16 facilitator for those hearings?

17 MS. DONARSKI: Yes.

18 MR. WELBERS: Anybody care to move?

19 MR. JENSEN: I'll make that motion.

20 MR. WELBERS: Second?

21 MR. STUTZKE: Second.

22 MR. WELBERS: Mike.

23 Call the roll, please.

24 MS. HOLT: Mr. Jensen?

1 MR. JENSEN: Yes.

2 MS. HOLT: Mr. Forristall?

3 MR. FORRISTALL: Yes.

4 MS. HOLT: Mr. Stutzke?

5 MR. STUTZKE: Yes.

6 MS. HOLT: Mr. Quest?

7 MR. QUEST: Yes.

8 MS. HOLT: Mr. Welbers?

9 MR. WELBERS: Yes.

10 (By voice vote five ayes.)

11 MR. WELBERS: That's done. Anything else?

12 MS. DONARSKI: That's all I have.

13 MR. WELBERS: Guess what's next?

14 MR. QUEST: I'll make a motion to dismiss

15 the meeting.

16 MS. DONARSKI: Adjourn.

17 MR. WELBERS: Adjourn.

18 MR. JENSEN: Second.

19 (The hearing was concluded at

20 9:27 a.m.)

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Now on this 15th day of May, A.D., 2025, I do signify that the foregoing testimony was given before the Bureau County Zoning Board of Appeals.

Barry Welbers, Chairman

Kristine Donarski,
Zoning Enforcement Officer

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