

Agriculture and Zoning Committee
Of the Livingston County Board
Meeting Agenda

Mike Haag, Chair
Paul Ritter, Vice Chair

Monday, February 3, 2025 at 6:00 p.m.
Livingston County Historic Courthouse
112 W. Madison St., Pontiac, IL

1. Opening
 - a. Roll Call
 - b. Approval of the Agenda
 - c. Approval of Minutes

2. Business:
 - a. **SU-14-23 USS Man Solar, LLC – Review of Decommissioning Plan**
 - b. **SU-16-23 USS CEK2 Solar, LLC – Update**
 - c. **Diegan Service Agreement**
 - c. **Resolution – Allies in Agriculture**
 - d. **Ordinance – Youth Camp**

3. Solid Waste Update

4. Other Issues to Come Before the Committee

5. Public Comment

6. Review and Approval of Bills

7. Adjournment

LIVINGSTON COUNTY BOARD
AGRICULTURE & ZONING COMMITTEE
MINUTES OF THE JANUARY 6, 2025 MEETING

Committee Chair Mike Haag called the meeting to order at 6:00 p.m.

Present: Gerald Earing, Jack Vietti, Paul Ritter, Rebekah Fehr, and Mike Haag

Absent: Steven Lovell, Joel Barickman

Board Members Present: Bob Weller, Bill Mays, Seth Welch, Marty Fannin, Craig Monson, Leroy Rodriguez, Jim Carley, and Linda Ambrose

Also Present: Zoning Administrator Brittney Miller, Executive Director Alina Hartley, Zoning Administrative Assistant Angie Teske, Charles Hicks

Haag called for any additions or amendments to the agenda with none requested. Motion by Ritter, second by Earing to approve the agenda as presented. **Motion carried by voice vote with all ayes.**

The Committee reviewed the minutes of the December 9, 2024 meeting. Motion by Vietti, second by Ritter to approve the minutes as submitted. **Motion carried by voice vote with all ayes.**

Business:

Review of Job Description: Program Compliance Oversight Monitor (PCOM) Rural Transit

Hartley outlined the job description, pointing out that the position will be supervised by the Regional Planning Commission, under the direction of the Illinois Department of Transportation, and is required to be a part-time role at 19 hours per week. A member asked about the salary, and Hartley mentioned that the salary scale is consistent with that of surrounding counties with similar positions.

Motion by Earing, second by Vietti to recommend approval of job description: Program Compliance Oversight Monitor (PCOM) Rural Transit. **Motion carried on roll call vote. Ayes:** Gerald Earing, Paul Ritter, Rebekah Fehr, Jack Vietti, and Mike Haag **Nays:** None **Absent:** Joel Barickman, Steven Lovell

Appointment of Hearing Facilitator Panther Grove 2- Scott Kains

Hartley addressed the County Ordinance that states that the hearing facilitator may be appointed by the County Board Chair with the consent of the County Board. It was noted that this ordinance had been followed before, but would be beneficial to follow moving forward.

Motion by Fehr, second by Ritter to recommend approval of appointment of Scott Kains. **Motion carried on roll call vote. Ayes:** Gerald Earing, Paul Ritter, Rebekah Fehr, Jack Vietti, and Mike Haag **Nays:** None **Absent:** Joel Barickman, Steven Lovell

Ordinance Review

Hartley addressed case SU-18-24 Yeshivas Kesser Yonah and reminded the members of a prior meeting

where the case was categorized as a campground. She noted that there have been multiple discussions with State's Attorney Michael Regnier regarding the definition, and it was determined that this case does not align with any existing definitions in the ordinance. Hartley proposed that an ordinance for a youth camp should be created, under which this case would be designated.

The general consensus was that a youth camp ordinance should be created.

Solid Waste Update

Haag discussed the Solid Waste report that was created by the Zoning Administrator.

Other Issues to Come Before the Meeting

Miller addressed the Panther Grove 2, LLC mailing incident, in which the address labels were incorrectly created. Miller reported that, despite being unable to pinpoint the error, the zoning office successfully addressed and resolved the issue. They now have measures in place to prevent similar incidents in the future.

Public comment:

The floor was open for public comment.

Review and Approval of Bills:

Motion by Vietti, second by Earing to approve the bills as submitted. **Motion carried with all ayes.**

Adjournment:

Motion by Vietti, second by Ritter to adjourn the meeting. **Motion carried with all ayes.**

The meeting was adjourned at 6:30 p.m.

DRAFT

Brittney Miller, Administrator
Livingston County Regional
Planning Commission



233 S Wacker Street, Fl. 44
Chicago, IL 60606

612.260.2230
www.us-solar.com

Dear Brittney and the Zoning Board of Livingston County,

I am pleased to provide this update on the development maturity of USS Man Solar LLC, for which we received a Special Use Permit approval on December 14, 2023. USS Man Solar is a 2MWac community solar project situated on approximately 11 acres of land within PID 02-02-15-300-008.

Since our public hearing, we have made significant advancement with ComEd and have received a signed agreement to interconnect. We have also completed several site surveys with qualified personnel to complete our construction diligence and maintain compliance with codes and regulations.

As next steps, we are lining up funding for construction and will be completing the requirements for a building permit in the next couple of months.

In addition to this update letter, I am submitting the final decommissioning plan for the Board's review and approval. I will be present at the February 3rd hearing to answer any questions regarding this project.

Sincerely,

A handwritten signature in black ink that reads 'Tyler Morris'.

Tyler Morris
Senior Project Developer

A DECOMMISSIONING PLAN FOR

USS Man Solar LLC

Livingston County, Illinois

JANUARY 3, 2025

PREPARED FOR:

USS Man Solar LLC

PREPARED BY:

Westwood

Decommissioning Plan

USS Man Solar LLC
Livingston County, Illinois

Prepared for:

USS Man Solar LLC
100 N 6th Street, Suite 410B
Minneapolis, MN 55403

Prepared by:

Westwood Professional Services
12701 Whitewater Drive, Suite 300
Minnetonka, MN 55343
(952) 937-5150

Project Number: 0037687.00

Date: January 3, 2025

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Attachment A: Decommissioning Cost Estimate

1.0 Introduction / Project Description

This Decommissioning Plan (“Plan”) has been prepared for the USS Man Solar LLC in accordance with the Illinois Department of Agriculture (IDOA) Agriculture Impact Mitigation Agreement (AIMA). The purpose of the Plan is to describe the means and methods that can be used to remove all structures, foundations, underground cables, and equipment and to reclaim and restore the land altered during the construction and operation of the solar project to its predevelopment condition to the extent feasible.

The USS Man Solar LLC (“Project”) is a solar power generation project proposed by USS Man Solar LLLC (“Applicant”) in Livingston County, Illinois. The Project will have an aggregate nameplate capacity of up to 1.998-Megawatt (MW) alternating current (“AC”), 2.664-MW direct current (“DC”). Upon completion, the Facility will comprise a solar array consisting of solar modules, tracking systems, inverters, transformers, underground and overhead collection lines, access roads, and fencing. The Facility will be built within a general Project Area of approximately 10.5 acres.

The useful life of solar panels is generally considered to be 35 years. At that time, the Project will either be decommissioned or repowered with newer technology. The Plan identifies components which may be removed and areas that may be restored once the Project has not operated for six (6) consecutive months, or when the Project has surpassed the useful lifespan of the modules and facilities.

2.0 Proposed Future Land Use

Prior to the development of the Project, the land use of the project area was primarily agricultural production. After all equipment and infrastructure is removed during decommissioning, any holes or voids created by poles, concrete pads, and other equipment will be filled in with native soil to the surrounding grade, and the site will be restored to pre-construction conditions to the extent practicable. Access roads and other areas compacted by equipment may be decompacted to a depth necessary to ensure drainage of the soil and root penetration prior to fine grading and tilling to a farmable condition to match preconstruction conditions. Please refer to Section 3.2 for a detailed description of reclamation activities.

3.0 Decommissioning Activities

Decommissioning of the Project will include removing the solar panels, solar panel racking, steel foundation posts and beams, inverters, transformers, overhead and underground cables and lines, equipment pads and foundations, equipment cabinets, and ancillary equipment. The civil facilities, access roads, security fence, and drainage structures and sedimentation basins are included in the scope. Standard decommissioning practices will be utilized, including dismantling and repurposing, salvaging/recycling, or disposing of the solar energy improvements.

During decommissioning, the landowners will be consulted to identify the extent and type of work to be completed. Some Facility infrastructure, such as the access roads, and fencing, may be removed at the discretion of the landowner(s). Underground utility lines, if deeper than 5 feet below ground surface elevation, may be left in place to minimize land disturbance and associated impacts to future land use.

Decommissioning will include the removal and transportation of all project components from the Project site. All dismantling, removal, recycling, and disposal of materials generated during decommissioning will comply with rules, regulations, and prevailing Federal, State, and local laws at the time decommissioning is initiated and will use approved local or regional disposal or recycling sites as available. Recyclable materials will be recycled to the furthest extent practicable. Non-recyclable materials will be disposed of in accordance with State and Federal law.

3.1 Decommissioning of Project Components

3.1.1 Solar Modules

Solar modules will be inspected for physical damage, tested for functionality, and disconnected and removed from racking. Functioning modules will be packed, palletized, and shipped to an offsite facility for reuse or resale. Non-functioning modules will be shipped to the manufacturer or a third party for recycling or disposal.

3.1.2 Racking

Racking and racking components will be disassembled and removed from the steel foundation posts, processed to appropriate size, and sent to a metal recycling facility.

3.1.3 Steel Foundation Posts

Structural foundation steel posts will be pulled out to full depth, removed, processed to appropriate size, and shipped to a recycling facility. The posts can be removed using back hoes or similar equipment. During decommissioning, the area around the foundation posts may be compacted by equipment and, if compacted, the area will be decompact in a manner to adequately restore the topsoil and sub-grade material to a density consistent for vegetation.

3.1.4 Overhead and Underground Cables and Lines

For the purposes of this decommissioning cost estimate, it has been assumed that all cables will be installed deeper than 5 feet below ground and may therefore be abandoned in place, with the exception of those cables running to surface equipment. Topsoil will be segregated and stockpiled for later use prior to any excavation and the subsurface soils will be staged next to the excavation. The subgrade will be compacted per standards. Topsoil will be redistributed across the disturbed area. Overhead lines, support poles, and attachments will be removed from the Project and taken to a recycling facility.

3.1.5 Inverters, Transformers, and Ancillary Equipment

All electrical equipment will be disconnected and disassembled. All parts will be removed from the site and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Applicant's sole discretion, consistent with applicable regulations and industry standards.

3.1.6 Equipment Foundations and Ancillary Foundations

The ancillary foundations are pile foundations for the equipment pads. As with the solar array steel foundation posts, the foundation piles will be pulled out completely. Duct banks will be excavated to full depth. All unexcavated areas compacted by equipment used in decommissioning will be decompact in a manner to adequately restore the topsoil and sub-grade material to a density similar to the

surrounding soils. All materials will be removed from the site and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Applicant's sole discretion, consistent with applicable regulations and industry standards.

3.1.7 Fence

Fence parts and foundations will be removed from the site and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Applicant's sole discretion, consistent with applicable regulations and industry standards. The surrounding areas will be restored to pre-solar farm conditions to the extent feasible.

3.1.8 Access Roads

Facility access roads will be used for decommissioning purposes, after which removal of roads will be discussed with the landowner(s) and one of the following options will be pursued:

1. After final clean-up, roads may be left intact through mutual agreement of the landowner and the Applicant unless otherwise restricted by federal, state, or local regulations.
2. If a road is to be removed, aggregate will be removed and shipped from the site to be reused, sold, or disposed of appropriately, at the Applicant's sole discretion, consistent with applicable regulations and industry standards. Clean aggregate can often be used as "daily cover" at landfills for no disposal cost. Internal service roads are constructed with geotextile fabric and eight inches of aggregate over compacted subgrade. Any ditch crossing connecting access roads to public roads will be removed unless the landowner requests it remains. The subgrade will be decompact in a manner to adequately restore the topsoil and sub-grade material to a density consistent for reintroduction of farming. Topsoil that was stockpiled during the original construction will be distributed across the open area. Finally, the access road corridors will be tilled to an agricultural condition.

3.2 Reclamation

The Applicant will restore and reclaim the site to the pre-solar farm condition consistent with the site lease agreement. The Applicant assumes that most of the site will be returned to farmland after decommissioning through implementation of appropriate measures to facilitate such uses. If no specific use is identified, the Applicant will vegetate the site with a seed mix approved by the local soil and water conservation district or similar agency. The goal of restoration will be to restore natural hydrology and plant communities to the greatest extent practicable while minimizing new disturbance and removal of native vegetation. In addition to the reclamation activities described above for each decommissioning activity, all unexcavated areas compacted by equipment and activity during the decommissioning will be decompact as needed to ensure proper density of topsoil consistent and compatible with the surrounding area and associated land use. All materials and debris associated with the Facility decommissioning will be removed and properly recycled or disposed of at off-site facilities.

4.0 Best Management Practices (BMPs)

4.1 Construction Stormwater Practices

During decommissioning, erosion and sediment control BMPs will be implemented to minimize potential for erosion of site soils and sedimentation of surface waters and waters of the state. Because decommissioning will entail disturbance of more than one acre of soil, the Applicant will prepare a Stormwater Pollution Prevention Plan (SWPPP) and obtain coverage with the Illinois Environmental Protection Agency (IEPA) under the National Pollutant Discharge Elimination System (NPDES) permit prior to initiating soil disturbing activities. Potential BMPs to be implemented during decommissioning activities are described below and will be subject to refinement in the SWPPP. The decommissioning team will review the permitting requirements at the time of decommissioning and obtain any other necessary permits, which may include a US Army Corps of Engineers (USACE) Section 404 Permit to Discharge Dredged or Fill Material.

4.1.1 Erosion Control

Erosion control measures will be refined based on the standard of practice current at the time the SWPPP is developed for decommissioning. All disturbed areas without permanent impermeable or gravel surfaces, or planned for use as crop land, will be vegetated for final stabilization. All slopes steeper than 4:1 should be protected with erosion control blankets. Restoration should include seed application prior to application of the blanket. All slopes 4:1 or flatter should be restored with seed and mulch, which will be disc anchored.

4.1.2 Sediment Control

Sediment controls, such as silt fence, fiber logs, dewatering practices, construction entrances, and sedimentation traps and/or basins will be implemented during construction to prevent the transport of sediment off-site during decommissioning activities. Street sweeping/scraping will also be implemented to mitigate potential tracking of sediment onto public roadways.

4.1.3 Controlling Stormwater Flowing Onto and Through the Project

Given the low gradient of the slopes in the project area, controlling stormwater flow that enters the project area will likely require minimal effort during decommissioning activities. Only newly disturbed areas may require new, temporary stormwater control. If necessary, water may be diverted around the project site using diversion berms.

4.2 Permitting

All decommissioning and reclamation activities will comply with Federal and State permit requirements. Decommissioning activities that will disturb more than one acre of soil will require coverage under the IEPA NPDES permit for construction stormwater. The permits will be applied for and received prior to decommissioning construction activities commencing. A SWPPP will be developed prior to filing for construction stormwater permit coverage.

If necessary for decommissioning activities, wetlands and waters permits will be obtained from the USACE, IEPA, or the Illinois Department of Natural Resources (IDNR) Office of Water Resources (OWR). A

Spill Prevention, Control, and Countermeasure (SPCC) Plan for decommissioning will likely also be required for decommissioning work.

4.3 Health and Safety Standards

Work will be conducted in strict accordance with the Applicant's health and safety plan. The construction contractor hired to perform the decommissioning will also be required to prepare a site-specific health and safety plan. All site workers, including subcontractors, will be required to read, understand, and abide by the plans. A site safety office will be designated by the construction contractor to ensure compliance. This official will have stop-work authority over all activities on the site should unsafe conditions or lapses in the safety plan be observed.

5.0 Timeline

Decommissioning of the Project will be initiated if the project has not produced electricity for a period of up to six (6) months. It is anticipated that the decommissioning activities for the project can be completed in a 12-week period. The estimated costs for decommissioning are tied to assumptions about the amount of equipment mobilized, the crew sizes, weather and climate conditions, and the productivity of the equipment and crews.

6.0 Decommissioning Costs

The decommissioning costs are calculated using current pricing. In keeping with the requirements of IDOA AIMA, the estimate of net costs should be updated on the tenth (10th) anniversary of operations and every five (5) years thereafter to recognize price trends for both decommissioning costs and the salvage and resale values of the components.

There are currently active markets for scrap steel, aluminum, and copper, used transformers and electrical equipment, and used solar panels. Scrap metal prices have been discounted from posted spot prices found on www.scrapmonster.com. Pricing for used panels has been discounted from the average price of used panels, as published in EnergyBin's 2023 "Module Price Index."

The total estimated cost of decommissioning the USS Man Solar LLC is approximately \$346,257 (\$129,976 per MW). Estimated salvage/scrap value of the modules, racking, transformers, and other materials is approximately \$335,492. The net decommissioning costs after accounting for resale and salvage values is approximately \$10,800, or \$4,054 per MW.

7.0 Financial Assurance

In accordance with the requirements of the AIMA, the Applicant shall provide Livingston County with a financial assurance to cover the estimated costs of decommissioning of the Project. Provision of this financial assurance shall be phased in over the first eleven (11) years of the Project's operation as follows:

1. On or before the first (1st) anniversary of the Commercial Operation Date (COD), the Facility Owner ("Applicant") shall provide the County with Financial Assurance to cover ten (10)

percent of the estimated costs of Decommissioning of the Project as determined in the Site Reclamation Plan.

2. On or before the sixth (6th) anniversary of the COD, the Applicant shall provide the County with Financial Assurance to cover fifty (50) percent of the estimated costs of Decommissioning of the Project as determined in the Site Reclamation Plan.
3. On or before the eleventh (11th) anniversary of the COD, the Applicant shall provide the County with Financial Assurance to cover one hundred (100) percent of the estimated costs of Decommissioning of the Project as determined in the updated Site Reclamation Plan provided during the tenth (10th) year of commercial operation.

The Financial Assurance shall not release the surety from liability until the Financial Assurance is replaced. The salvage value of the Project may only be used to reduce the estimated costs of decommissioning if the County agrees that all interests in the salvage value are subordinate or have been subordinated to that of the County if abandonment occurs.

The financial assurance amount shall reflect changes to the decommissioning costs and salvage values to be submitted every five (5) years of facility operation.

The terms of this Decommissioning Plan shall be binding upon the Applicant and any of their successors, assigns, or heirs. The County shall have legal right to transfer applicable solar material to salvage firms. Livingston County shall have access to the site, pursuant to reasonable notice to affect or complete decommissioning.

The background of the entire page is a topographic map with brown contour lines and a dashed line with a red dot. The text is centered over this background.

Attachment A

Decommissioning Cost Estimate

USS Man Solar Project

	Quantity	Unit	Unit Cost	Total Cost
Mobilization/Demobilization	1	Lump Sum	\$14,800.00	\$14,800

Mobilization was estimated to be approximately 7% of total cost of other items.

Permitting

County Permits	1	Lump Sum	\$10,000.00	\$10,000
State Permits	1	Lump Sum	\$20,000.00	\$20,000

Subtotal Permitting **\$30,000**

Decommissioning will require SWPPP and SPCC Plans. Cost is an estimate of the permit preparation cost.

Civil Infrastructure

Remove Gravel Surfacing from Road	309	Cubic Yards (BV)	\$2.93	\$905
Haul Gravel Removed from Road to Landfill (Pontiac, IL)	386	Cubic Yards (LV)	\$14.86	\$5,736
Dispose of Gravel Removed from Road (Landfill uses as Daily Cover)	500	Tons	\$0.00	\$0
Remove Geotextile Fabric from Beneath Access Roads	1,852	Square Yards	\$1.40	\$2,593
Haul Geotech Fabric to Landfill (Pontiac, IL)	1	Tons	\$7.95	\$8
Dispose of Geotech Fabric	1	Tons	\$81.00	\$81
Remove and Load Culvert from Beneath Access Roads	1	Each	\$420.00	\$420
Haul Culvert Removed from Access Roads to Landfill (Pontiac, IL)	1	Each	\$48.03	\$48
Dispose of Culvert	0.3	Tons	\$81.00	\$24
Grade Road Corridor (Re-spread Topsoil)	1,042	Linear Feet	\$1.71	\$1,782
Decompact Road Area	0.4	Acres	\$196.48	\$79
Remove Chainlink Fence	2,955	Linear Feet	\$7.39	\$21,837
Haul Chainlink Fence to Metal Recycling (Streator, IL)	16	Tons	\$8.25	\$132

Subtotal Civil Infrastructure **\$33,645**

Civil removal costs are a combination of MNDOT unit costs where applicable. RSM means cost for Peoria, IL, and industry standards provided to Westwood.

Structural Infrastructure

Remove Steel Foundation Posts (Arrays)	987	Each	\$16.60	\$16,384
Haul Steel Post to Metal Recycling (Streator, IL)	89	Tons	\$8.25	\$734
Remove Tracker Racking per String	47	Each	\$790.45	\$37,151
Haul Tracker Racking to Metal Recycling (Streator, IL)	136	Tons	\$8.25	\$1,122

Subtotal Structural Infrastructure **\$55,392**

Steel removal costs were calculated by using RSM means information for demolition of steel members.

Hauling calculations are based on the locations of metals recyclers.

Electrical Collection System

Remove PV Panels	4,888	Each	\$10.21	\$49,906
Haul PV 95% of Panels to Reseller (Louisville, KY)	164	Tons	\$67.25	\$11,029
Haul 5% of PV Panels to Landfill (Pontiac, IL)	9	Tons	\$7.78	\$70
Dispose of PV Panels	9	Tons	\$81.00	\$729
Remove Equipment Skids	1	Each	\$1,167.48	\$1,167
Remove Equipment Pad Concrete Foundations	1	Each	\$4,737.83	\$4,738
Haul Concrete Foundations	53	Tons	\$20.09	\$1,065
Dispose Concrete Foundations	53	Tons	\$81.00	\$4,293
Haul Equipment to Transformer Disposal (Streator, IL)	1	Each	\$72.70	\$73
Remove SCADA Equipment	1	Each	\$2,000.00	\$2,000
Remove DC Collector System Cables (copper)	2.66	Per MW	\$2,000.00	\$5,320
Remove Underground (AC) Collector System Cables	1	Locations	\$400.00	\$400
Load and Haul Cables for Recycling	2	Tons	\$9.49	\$19

Subtotal Electrical Collection **\$80,816**

Electrical removal costs of PV Panels and Combiner Boxes were based industry standard installation rates. Equipment pads, MV Equipment, and SCADA Equipment removal cost are based on removal of equipment, concrete pads, and conduits using a truck mounted crane and RSM means information on crew production rates.

Gen-Tie System

Remove Overhead Cables	795	Feet	\$4.11	\$3,267
Loadout Overhead Cables	15.9	Tons	\$6.16	\$98
Haul Overhead Cables to Metals Recycling (Streator, IL)	15.9	Tons	\$8.25	\$131
Remove Insulators and Gangs	15	Each	\$569.93	\$8,549
Remove and Load Timber Transmission Poles	5	Each	\$865.69	\$4,328
Haul Timber Poles to Landfill (Pontiac, IL)	5	Each	\$192.13	\$961
Remove and Load Concrete Piles	47	Cubic Yards	\$180.55	\$8,486
Haul Concrete Piles to Landfill (Louisville, KY)	95	Tons	\$20.09	\$1,909
Backfill Pile Locations	47	Cubic Yards	\$40.17	\$1,888
Erosion and Sediment Controls	199	LF	\$4.02	\$799
Till Disturbed Areas to Agricultural Condition	0.01	Acres	\$227.82	\$3

Subtotal Transmission System **\$30,419**

Site Restoration

Stabilized Construction Entrance	1	Each	\$2,000.00	\$2,000
Perimeter Controls (Erosion and Sediment Control)	1,478	Linear Feet	\$4.02	\$5,942
Permanent Seeding on Roadway Areas	0.4	Acres	\$1,500.40	\$600
Till Array Areas to Agricultural Condition	11	Acres	\$227.82	\$2,392

Subtotal Site Restoration **\$10,934**

Project Management

Project Manager	12	Weeks	\$3,749.00	\$44,988
Superintendent (half-time)	12	Weeks	\$1,762.50	\$21,150
Field Engineer (half-time)	12	Weeks	\$1,634.50	\$19,614
Clerk (half-time)	12	Weeks	\$375.00	\$4,500

Subtotal Project Management **\$90,252**

Standard industry weekly rates from RSMeans.

Subtotal Demolition/Removals **\$346,257**

Salvage

Fencing (Chain Link)	16	Tons	\$204.12	\$3,266
Steel Posts	71	Tons	\$204.12	\$14,493
Module Racking	136	Tons	\$204.12	\$27,760
PV Modules	4,644	Each	\$57.23	\$265,730
Transformers and Inverters	3,798	Pounds	\$0.34	\$1,291
Transformers (Oil)	760	Gallons	\$0.70	\$532
DC Collection Lines (Copper)	1,200	Pounds	\$1.21	\$1,452
AC Collection Lines (Aluminum)	2,250	Pounds	\$0.87	\$1,958
Ground Conductor Lines (Copper)	229	Pounds	\$1.21	\$277
Transmission Lines (Steel)	6	Tons	\$244.94	\$1,470
Transmission Lines (Aluminum)	19,844	Pounds	\$0.87	\$17,264

Subtotal Salvage **\$335,492**

Salvage values are a combination of the following factors; current market metal salvage prices, current secondary market for solar panels

Total Demolition Minus Salvage **\$10,800**

Notes:

1. Prices used in analysis are estimated based on research of current average costs and salvage values.
2. Prices provided are estimates and may fluctuate over the life of the project.
3. Contractor means and methods may vary and price will be affected by these.

Cost Estimate Assumptions

To develop a cost estimate for the decommissioning of the USS Man Solar LLC, Westwood engineers made the following assumptions and used the following pricing references. Costs were estimated based on current pricing, technology, and regulatory requirements. The assumptions are listed in order from top to bottom of the estimate spreadsheet. When publicly available bid prices or State Department of Transportation bid summaries were not available for particular work items, we developed time- and material-based estimates considering composition of work crews and equipment and material required. While materials may have a salvage value at the end of the project life, the construction activity costs and the hauling/freight costs are separated from the disposal costs or salvage value to make revisions to salvage values more transparent.

1. Project quantities are based on USS Man Solar LLC PV Site Plan, dated December 4, 2024.
2. A project of this size and complexity requires a full-time project manager with part-time support staff.
3. RS Means pricing was used for the Peoria, IL region for timeframe of the 4th quarter of 2024.
4. Common labor will be used for the majority of tasks, supplemented by electricians, steel workers, and equipment operators where labor rules may require. The labor rates reflect union labor rates.
5. Mobilization was estimated at approximately 7% of total cost of other items.
6. Permit applications will require the preparation of a Stormwater Pollution Prevention Plan (SWPPP) and a Spill Prevention, Control, and Countermeasure (SPCC) Plan.
7. Road gravel removal was estimated on a time and material basis. Since the material will not remain on site, a hauling cost is added to the removal cost. Clean aggregate can typically be used as “daily cover” at landfills without incurring a disposal cost. The road gravel may also be used to fortify local driveways and roads, lowering hauling costs but incurring placing and compaction costs. The hauling costs to a landfill represents an upper limit to costs for disposal of the road gravel.
8. The selected disposal facility (Livingston County Landfill) is located in Pontiac, IL, approximately 15 miles from the project site. Hauling costs to the landfill are estimated to be \$7.95 per ton.
9. Erosion and sediment control along road reflects the cost of silt fence on the downgradient side of the proposed roads. As such, the length of controls has been estimated to be approximately 50% of the road length.
10. Topsoil is required to be stockpiled on site during construction, so no topsoil replacement is expected to replace the road aggregate. Subsoiling cost to decompact roadway areas is estimated as \$196.48 per acre and tilling to an agriculture-ready condition is estimated as \$227.82 per acre.
11. The selected metal recycling facility (G&M Recycling and Disposal) is located in Streator, IL, approximately 6 miles from the project site. Hauling costs to the recycling facility are approximately \$1.40 per ton mile, or \$8.25 per ton.
12. Tracker foundation posts are lightweight “I” beam sections installed with a specialized piece of equipment and can be removed with a standard backhoe with an attachment for gripping the piles. We estimate crew productivity at 240 posts per day, resulting in a per post cost of approximately \$16.60. The posts weigh approximately 150 pounds each.
13. It is assumed that the racking structures weigh approximately 15 pounds per linear foot of array. Each solar panel has a width of 44.65 inches. The facility will have approximately 4,888 modules and 18,189 feet of array. The arrays are made of steel pipes; a crew with hand tools can disassemble and

cut the pieces to sizes for recycling at a rate of about 1800 pounds per person per hour, or about \$273.17 per ton.

14. The solar panels for this project measure approximately 3.72 feet by 7.43 feet and weigh 70.77 pounds. They can easily be disconnected, removed, and packed by a three-person crew at a rate we estimate at 36 panels per hour.
15. The medium voltage (MV) equipment skids will weigh approximately 20,700 pounds and can be disconnected by a crew of electricians. They must be lifted by a mobile crane for transport to the recycler. They contain copper or aluminum windings.
16. The transformers contain copper windings that have significant salvage value. They are typically oil filled, but most transformer recyclers will accept the transformers with oil. The estimated costs include removal of metal frame and conduits feeding the equipment.
17. The MV equipment and SCADA equipment are mounted on the same equipment skids as the inverters and transformers, and they are enclosed in weatherproof cabinets. Their size requires light equipment to remove them. The costs for the removal of the pile foundations are included in the "Remove Steel Foundation Posts" estimate.
18. The underground collector system cables are placed in trenches with a minimum of 18 inches of cover. Several cables/circuits are placed side by side in each trench. The conduits and cables can be removed by trenching.
19. Perimeter control pricing is based on silt fence installation around downgradient sides of the project perimeter.
20. Metal salvage prices (steel, aluminum, copper) are based on December 2024 quotes from www.scrapmonster.com for the Midwest. Posted prices are three months old. These prices are based on delivery to the recycling facility with the material prepared to meet size, thickness, cleanliness, and other specifications.
21. A reduction of 25% has been taken from all pricing obtained from www.scrapmonster.com to reflect the processing by the contractor to meet the specifications.
22. The salvage value for steel uses pricing from the Midwest United States at \$300 per metric ton, or \$272.16 for U.S. ton.
23. Solar module salvage values are shown in current values, assuming near-new conditions for the first few years of operations. Pricing for used panels has been discounted from the average resale price of used panels, as published in EnergyBin's 2023 "Module Price Index." Module values will decline over time as a function of loss of output and age.
24. There is an active market for reselling and recycling electrical transformers and inverters with several national companies specializing in recycling. However, we have assumed that the electrical equipment will be obsolete at the time of decommissioning, so we have based the pricing on a percentage of the weight that reflects the copper windings that can be salvaged. Pricing was used for Copper Transformer Scrap for the Midwest Region in the United States, at \$0.45 per pound.
25. The collection lines are priced assuming copper conductor wire for the direct current circuits and aluminum wire for the alternating current circuits. The prices reflect a reduced yield of copper or aluminum resulting from the stripping of insulation and other materials from the wire prior to recycling. The estimate uses the Midwest prices of #2 insulated copper wire with a 50% recovery rate (\$1.61 /pound) and E.C. Aluminum Wire (\$1.16 /pound).
26. Care to prevent damage and breakage of equipment, PV modules, inverters, capacitors, and SCADA must be exercised, but removal assumes unskilled common labor under supervision.



233 S Wacker Street, Fl. 44
Chicago, IL 60606

612.260.2230
www.us-solar.com

Dear Brittney and the Zoning Board of Livingston County,

I am pleased to provide this update on the development maturity of USS CEK 2 Solar LLC, for which we received a Special Use Permit approval on December 14, 2023. USS CEK 2 Solar is a 5MWac community solar project situated on approximately 40 acres of land within PID 22-22-21-400-002.

Since our public hearing, we have made significant advancement with ComEd and have received a signed agreement to interconnect. We have also completed several site surveys with qualified personnel to complete our construction diligence and maintain compliance with codes and regulations.

As next steps, we are lining up funding for construction and interconnection infrastructure. This project has significant interconnection costs and will have a longer lead time to secure funding. We will work towards obtaining the building permit for this project at a later date.

I will be present at the February 3rd hearing to answer any questions regarding this project.

Sincerely,

A handwritten signature in black ink that reads "Tyler Morris".

Tyler Morris
Senior Project Developer



the deigan group
environmental managers/consultants



28835 N. Herky Dr. Unit 120
Lake Bluff, Illinois 60044
www.deiganassociates.com
An Illinois PLLC

January 10, 2025

Proposal & Work Agreement

Ms. Brittney Miller
Regional Planning & Zoning
Livingston County
112 W. Madison St.
Pontiac, Illinois 61764

vial email to bmiller@livingstoncountyil.gov

**Re: Continued Environmental/Solid Waste Landfill Consulting Services
to Livingston County for 2025**

Dear Ms. Miller:

Deigan & Associates, LLC is pleased to continue to provide technical assistance to Livingston County in conducting reviews of the County's privately developed and operated solid waste landfills and other in-County environmental issues that may arise. As requested, this proposal extends our services for next year, 2025. We believe the review program will continue to benefit the County while further emphasizing the performance standards for solid waste facilities operating in the County.

Anticipated Scope of Work & Approach

As in past years, we anticipate the following scope and approach to this assignment:

- Technical submittals received by the County from the landfill operator will be forwarded to Deigan & Associates, LLC for review (and comment, when merited). These often include various environmental monitoring reports, permit modification requests, etc.
- Deigan & Associates, LLC will accompany County Staff to various inspections and meetings at the landfill. This will provide an opportunity to address operational and technical issues with the Facility Manager and review compliance with County Siting and Host Agreement conditions.
- We will conduct periodic split sampling and analysis of groundwater, surface water, leachate, and other environmental media where applicable.

- When necessary, we will draft follow-up correspondence addressing and working to resolve issues.

Cost Proposal and Budgetary Estimate

Deigan & Associates, LLC proposes to conduct this work on the basis of hourly rates for professional and support staff. Direct expenses incurred in conducting the review and attending meetings will be invoiced at actual cost. Our hourly rates for principal staff are presented below. Additional support staff and other technical consultants may be added as needed or as technical issues arise, with hourly rates commensurate with their experience and professional level.

Personnel	Hourly Billing Rate
G. Deigan, Principal	\$165.00
M. Brady, Director	\$115.00
J. Burton, P.E.	\$155.00
B. Peter, Env. Project Manager	\$125.00
C. Brown, Env. Project Manager	\$125.00
G. Wittbrod, E.I.T., Engineer	\$105.00
D. Eberlein, Finance Director.	\$95.00

Depending on the level of activity, some months may require more effort, while others may require less expenditure. Only those costs necessary in conducting the work will be charged, and we will keep the County apprised of any unusual expenditure events.

Deigan & Associates, LLC General Terms and Conditions accepted by the County during our prior work will also be applicable to this assignment for Livingston County. The County's acknowledgement via signature below or via Ag & Zoning Committee approval as indicated in minutes will serve as our authorization to proceed.

We look forward to the opportunity to continue to work with you and the Ag & Zoning Committee. Thank you again for considering Deigan & Associates, LLC for this important assignment. Please contact me at 847-404-9356 with any questions or if you need any additional information.

Sincerely,



Principal

Deigan & Associates, LLC

Acknowledgement of Fees, Terms, and Conditions of Deigan & Associates, LLC
proposal dated January 10, 2025, for solid waste consulting services during 2025:

Authorized Representative, Livingston County

Date

Enclosure: General Terms & Conditions



GENERAL TERMS AND CONDITIONS

1. **Parties.** References herein to **the deigan group** doing business as **Deigan & Associates, PLLC** with whom **Livingston County** (CLIENT) has entered into an Agreement to which these Terms and Conditions are incorporated.
2. **Work/Contract Documents/Order of Precedence.** The term "Work" includes labor, materials and equipment used to perform the services described in the Contract Documents. The Contract Documents consist of the Proposal & Work Agreement, Addenda, General Terms and Conditions, Change Orders to the Proposal & Work Agreement, Specifications, and Drawings. In the event of any ambiguity and/or inconsistency between or among the various Contract Documents, the following descending order of precedence shall apply:

- a. Change Orders to this Agreement.
- b. Terms and Conditions.
- c. Agreement and Addenda.

3. **Client's Responsibility**

CLIENT shall grant or cause to be granted Deigan & Associates, PLLC access to all sites as necessary for the performance of the work under this Agreement.

CLIENT shall furnish or cause to be furnished to Deigan & Associates, PLLC all documents and information known to CLIENT that relate to the scope of work. Deigan & Associates, PLLC shall be entitled to rely on such information.

Unless otherwise required by law or set forth in the Agreement, CLIENT shall report to the appropriate federal, state, or local public agencies, as required, any conditions at the site that may present a potential danger to public health, safety, or the environment.

Unless otherwise agreed herein, CLIENT shall secure all necessary approvals, permits, licenses, easements, and consents necessary to the performance of the services hereunder.

4. **Deigan & Associates, PLLC Responsibility**

Deigan & Associates, PLLC will advise CLIENT of the status of the Project and will make reasonable efforts to coordinate its activities with other activities of CLIENT at the Project site. Deigan & Associates, PLLC shall designate an authorized representative to be available for consultation, assistance, and coordination of activities. Deigan & Associates, PLLC and CLIENT intend that Deigan & Associates, PLLC will complete the Services set forth in the Agreement. If any of the Services are eliminated, or if Deigan & Associates, PLLC is not retained to perform subsequent phases, Deigan & Associates, PLLC responsibility under this Agreement shall extend only to the Services that have not been eliminated.

Upon written request by CLIENT, Deigan & Associates, PLLC shall provide CLIENT's legal counsel with the result of all analytical testing performed by Deigan & Associates, PLLC within the project site.

Under no circumstances will Deigan & Associates, PLLC assume ownership of, or legal liability for, CLIENT's

waste under CERCLA or other laws pertaining to hazardous materials and wastes or assume the status of generator, storer, treater or disposal facility for CLIENT's waste under RCRA or any state law governing the treatment, storage, or disposal of waste. The parties further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances, which may be undertaken as part of the work performed by Deigan & Associates, PLLC, including subsurface sampling, entails uncertainty and risk of injury or damage that cannot be avoided even with compliance of generally accepted industry practices.

5. **Standard of Care.** Deigan & Associates, PLLC shall perform its work to CLIENT in accordance with generally accepted standards as applied to similar projects performed under similar conditions prevailing in the community at the time such work is rendered.
Deigan & Associates, PLLC makes no representation, warranty or guarantees, express or implied, including without limitation the implied at law warranties of merchantability and fitness for a particular purpose, as to the work to be provided under this Agreement, except as provided in the preceding paragraph.
6. **Compensation.** As the work progresses in accordance with the Agreement, CLIENT hereby agrees to make payment to Deigan & Associates, PLLC therefore, based upon the accepted proposal and made a part hereof. Invoices will be submitted monthly. Invoices will be submitted on Deigan & Associates, PLLC standard invoice format which will detail: quantities and unit rates for unit price work; percent complete for lump sum line items, and; labor hours worked and total expenses for time and materials work. If actual invoice documentation (e.g. time sheets and expenses receipts) is requested by CLIENT, the labor and expenses associated with gathering, sorting, mailing and copying supporting documentation will be billed to CLIENT on subsequent invoice(s). Should CLIENT dispute all or any portion of Deigan & Associates, PLLC invoice, CLIENT shall notify Deigan & Associates, PLLC of the disputed amount and reasons for the dispute within fifteen (15) days of receipt of the invoice. In any event, CLIENT shall pay Deigan & Associates, PLLC all undisputed portions of the invoice within the payment terms of the Agreement or not greater than thirty (30) days past the date of the invoice. Unpaid balances shall be subject to an additional charge at the rate of one and one-half percent (1-1/2%) per month from the date of invoice. In addition, Deigan & Associates, PLLC may, after giving seven (7) days written notice to CLIENT, suspend work without liability until CLIENT has paid in full all amounts due Deigan & Associates, PLLC on account of work rendered and expenses incurred, including interest on past-due invoices.
7. **Insurance.** Deigan & Associates, PLLC agrees to maintain at its own expense, Automobile Liability, Comprehensive General Liability, Contractor's Pollution Liability and Professional Liability insurances as follows:

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/YY/YY) 09/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PCF Insurance Services of the West, LLC DBA: Total Insurance Services 3175 Commerce Ave Northbrook IL 60062	CONTACT INFO: JEP Kosikowski PHONE (773) 704-3046 FAX (773) 704-3046 E-MAIL jenk@total.com ADDRESS												
INSURED Deigan & Associates, LLC 25835 N Herby Dr. Unit 120 Lake Bluff IL 60044	INSURERS AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>INSURER A. Westchester Surplus Lines (re Company)</td> <td>NAC# 0170</td> </tr> <tr> <td>INSURER B. Auto-Owners Insurance Company</td> <td>18968</td> </tr> <tr> <td>INSURER C. Allmerica Financial Benefit Insurance Company</td> <td>41840</td> </tr> <tr> <td>INSURER D.</td> <td></td> </tr> <tr> <td>INSURER E.</td> <td></td> </tr> <tr> <td>INSURER F.</td> <td></td> </tr> </table>	INSURER A. Westchester Surplus Lines (re Company)	NAC# 0170	INSURER B. Auto-Owners Insurance Company	18968	INSURER C. Allmerica Financial Benefit Insurance Company	41840	INSURER D.		INSURER E.		INSURER F.	
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INSURER B. Auto-Owners Insurance Company	18968												
INSURER C. Allmerica Financial Benefit Insurance Company	41840												
INSURER D.													
INSURER E.													
INSURER F.													

COVERAGES **CERTIFICATE NUMBER: CL248266230** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	INSURED	POLICY NUMBER	POLICY START (MM/YY)	POLICY END (MM/YY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> AGGREGATE LIMIT APPLIES TO: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PERIOD <input type="checkbox"/> YEAR <input type="checkbox"/> OTHER		G71561963 002	09/12/2024	09/12/2025	SAL - OCCURRENCE \$ 2,000,000
						ADDITIONAL COVERAGES
						ADDITIONAL COVERAGES
						ADDITIONAL COVERAGES
						ADDITIONAL COVERAGES
						ADDITIONAL COVERAGES
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> AUTO AUTO <input type="checkbox"/> UNPAID AUTO ONLY <input checked="" type="checkbox"/> HIRE <input type="checkbox"/> AV - 100 DCF		5250555200	09/12/2024	09/12/2025	UNPAID AUTO ONLY \$ 1,000,000
						ADDITIONAL COVERAGES
						ADDITIONAL COVERAGES
						ADDITIONAL COVERAGES
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEF <input checked="" type="checkbox"/> RETENTION \$		G71561967 002	09/12/2024	09/12/2025	SAL - OCCURRENCE \$ 3,000,000
						ADDITIONAL COVERAGES
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY EMPLOYER PARTNER'S REGULATIVE OFFICER/EMPLOYER (CAL 10007) (Mandatory in CA) Types: 000/000/000 00/000/000/000/000/000	T/A N N/A	W2CH382903	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER \$ 1,000,000
						<input type="checkbox"/> SAL \$ 1,000,000
						<input type="checkbox"/> SAL \$ 1,000,000
A	<input checked="" type="checkbox"/> Pollution Liability <input checked="" type="checkbox"/> Professional Liability		G71561963 002	09/12/2024	09/12/2025	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required)
 Proof of Insurance

CERTIFICATE HOLDER Proof of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Deigan & Associates, PLLC will, upon request, furnish appropriate insurance certificates to CLIENT. Insurer will provide not less than thirty (30) days written notice to CLIENT prior to any material modification or cancellation of the above insurance policies.

8. Indemnification Provisions

Except as provided in Article 8 below, Deigan & Associates, PLLC shall indemnify CLIENT against all claims and suits by third parties for loss of or damage to property, or for personal injury to persons, including death, and from all judgments recovered therefore, to the extent arising out of the negligent acts or negligent omissions of Deigan & Associates, PLLC in connection with Deigan & Associates, PLLC performance of work under this Agreement.

CLIENT agrees that Deigan & Associates, PLLC has not contributed to the presence of hazardous wastes or other hazardous substances that may exist or be discovered in future at the site, and that Deigan & Associates, PLLC does not assume any liability for the known or unknown presence of such materials. Therefore, Deigan & Associates, PLLC indemnification of CLIENT shall not include loss or damage arising out of or relating to hazardous waste handling, transportation, treatment, storage, disposal, or cleanup or other Environmental Liability. Environmental Liability includes, but is not limited to specification of a product, material or process containing hazardous substances; failure to detect the existence or proportion of hazardous substances in a product, material or process; the abatement, replacement or removal of a product, material or process containing hazardous substances; and also includes activities resulting in the actual, alleged or threatened discharge, dispersal, release or escape of pollutants ("pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, nuclear material waste and waste materials to be recycled, reconditioned or reclaimed) and also any material that is toxic, carcinogenic, mutagenic, biologically infectious, explosive, flammable or characterized as hazardous under applicable federal, state or local law.

When and to the extent Deigan & Associates, PLLC arranges on behalf of CLIENT for the handling, transportation, treatment, storage or disposal of hazardous substances or wastes, CLIENT shall release, indemnify, hold harmless and defend Deigan & Associates, PLLC from any and all claims, demands, judgments or other liability associated with such activity. Any manifests or forms in connection with such activity shall be executed by or in the name of CLIENT. The Parties do not intend that Deigan & Associates, PLLC shall be a generator of such hazardous substances or wastes as a result of the performance of the Work hereunder

CLIENT hereby indemnifies and holds harmless (including reasonable attorney's fees) Deigan & Associates, PLLC and any employee or agent against all liability to third parties (other than liability reasonably attributable to Deigan & Associates, PLLC or any employee or agent thereof) arising from or in connection with the violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with the performance of the work hereunder. CLIENT's obligation to indemnify Deigan & Associates, PLLC or any employee or agent thereof will survive the expiration or termination of this Agreement by either party for any reason. Deigan & Associates, PLLC shall promptly notify CLIENT of any third party claim and CLIENT may, at its option, conduct the defense of any such third party action arising as described herein and Deigan & Associates, PLLC shall cooperate with such defense.

9. **Limitation of Liability.** Notwithstanding any other provision of these General Terms and Conditions, and unless a higher limit of liability is expressly provided elsewhere in this Agreement in a provision making specific reference to this Article 9, Deigan & Associates, PLLC total liability to CLIENT for any loss or damages from claims arising out of or in connection with this Agreement from any cause including Deigan & Associates, PLLC strict liability, breach of contract or professional negligence, errors and omissions shall not exceed the payable proceeds of Deigan & Associates, PLLC liability insurance provided in Article 7 hereof and in effect at the time of the work. CLIENT hereby releases Deigan & Associates, PLLC from any liability exceeding such amount. In no event shall either Party be liable to the other for special, indirect, incidental or consequential damages whether or not such damages were foreseeable at the time of the commencement of the Work.

- 10. Litigation Support and Services.** CLIENT and Deigan & Associates, PLLC agree that environmental projects may involve some form of legal process or proceedings during or after performance of the project. Such legal process or proceedings normally include production of records, forms of discovery e.g., depositions, interrogatories, etc., filings and court testimony. CLIENT agrees that if Deigan & Associates, PLLC participates in such legal process or proceedings to which Deigan & Associates, PLLC is not a Party, CLIENT shall reimburse Deigan & Associates, PLLC for such participation. Deigan & Associates, PLLC shall be reimbursed for labor, reproduction costs, travel expenses, legal fees and such other expenses as are reasonable and necessary in connection with the legal process or proceedings. Prior to any participation, Deigan & Associates, PLLC shall notify CLIENT and advise CLIENT of the estimated cost.

Regarding litigation in which CLIENT is named as a Party litigant, or if not named as a Party, litigation in which CLIENT has an interest, CLIENT may seek the services of Deigan & Associates, PLLC in providing testimony as a consultant or as an expert regarding its services in the matter to which its services relate or other related matters. Deigan & Associates, PLLC agrees to provide such services. The fee or billing rate for such services will be established at the time such services are requested.

- 11. No Third-Party Beneficiary.** Deigan & Associates, PLLC and CLIENT agree that the work performed is for the sole and exclusive benefit of CLIENT. This Agreement does not create any right or benefit in anyone other than CLIENT and Deigan & Associates, PLLC. Client understands that buyer's lender may elect to perform their own Phase I or Phase II Environmental Assessment, irrespective of the findings and conclusions of Deigan & Associates, PLLC report. Deigan & Associates, PLLC assumes no responsibility for costs or disputes related to other assessments conducted on the property.
- 12. Governing Law.** The interpretation and enforcement of this Agreement is to be governed by and construed in accordance with the laws of the state in which the work is being performed.
- 13. Entire Agreement.** This Agreement represents the entire and integrated Agreement between the Parties and supersedes all other prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified, nor shall any waiver of any right hereunder be effective unless set forth in a document executed by the duly authorized representatives of both Parties.

Any terms and conditions set forth in Client's purchase order, requisition, or other notice of authorization to proceed are inapplicable to the work, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by Deigan & Associates, PLLC. Deigan & Associates, PLLC acknowledgement of receipt of any purchase order, requisition, notice or authorization or Deigan & Associates, PLLC performance of work subsequent to receipt thereof does not constitute acceptance of any terms or conditions other than those set forth herein.

LIVINGSTON COUNTY BOARD RESOLUTION
In support of Livingston County Agriculture

WHEREAS, Illinois is home to more than 71,000 farms, 96% of which are family-owned and a third of which include livestock.

WHEREAS, Livingston County accounts for 1,448 of those farms.

WHEREAS, those farm properties account for 606,271 acres.

WHEREAS, agriculture supports 3,010 jobs which accounts for an estimated 17 percent of total jobs in the county.

WHEREAS, agriculture and related industries generate total sales or output estimated at \$712.5 million.

WHEREAS, farm property provides 35.5 percent of taxable value, which provides services to residents.

WHEREAS, Illinois farmers support the food security of our citizens. The international pandemic displayed the importance of American food systems, processing and supply chain weaknesses.

WHEREAS, new livestock development accounts for additional jobs creating additional economic growth within the county.

WHEREAS, farmers are dedicated to caring for their animals in ways that also benefit the land. Using tools and technology to better manage soil nutrients, water runoff and air quality on the farm, farmers are using fewer natural resources and reducing their carbon footprint while producing more food.

WHEREAS, farmland is a finite resource that is vital to agriculture, food production, and the economic well-being of our county.

WHEREAS, farmers in Illinois face multiple layers of regulation involving state and federal agencies providing a comprehensive, robust regulatory program for all farms including those raising livestock.

WHEREAS, data and information from state regulatory agencies demonstrates environmental issues from agriculture are an extremely rare occurrence.

WHEREAS, the county recognizes the value agriculture contributes to our county and the rural way of life is the backbone of our country. Efforts should be made to accommodate future success of the rural community.

NOW, THEREFORE, the Livingston County Board acknowledges and supports agriculture within our county. The jobs created, taxes generated, technologies embraced and environmental practices implemented by farmers make agriculture a valuable industry within our county.

LET IT BE RESOLVED, the County of Livingston elected board and county staff will work to support and promote the development of agriculture for the benefit of our county and all its residents.

ADOPTED by the Livingston County Board this 13th day of February, 2025.

ATTEST:

APPROVED:

Kristy Masching, County Clerk
Livingston County

James Carley, Chair
Livingston County Board

All information within the resolution is sourced from the following:

- 2024 Illinois Agriculture Economic Contribution Study
- USDA 2022 Census of Agriculture
- Illinois Department of Revenue