

Decatur County Board of Zoning Appeals  
Minutes Decatur County Courthouse  
150 Courthouse Square  
Meeting Room

The regular scheduled meeting of the Decatur County Board of Zoning Appeals was convened at 7:55 p.m. on Wednesday, June 4, 2025, at the Greensburg Community High School. The meeting was called to order by Rick Hoeing. All Board Members were present. Also attending the meeting was Melissa Scholl – BZA Attorney, Doug Westerfeld – Area Plan Director, Tim Ortman – Interim Area Plan Director and Debbie Martin – Administrative Assistant.

Rick Hoeing opened the meeting and read the following; To comply with Title VI of the Civil Rights Act of 1964, Decatur County requests that participants in this meeting complete a voluntary, anonymous survey that is available on the table in the back of the room.

\* Approval of Minutes: February 5, 2025; Scott Smith made a motion to approve the minutes as mailed; Janey Livingston seconded the motion and all members present signified aye.

\* Approval of Minutes: April 2, 2025; Janey Livingston made a motion to approve the minutes as mailed; Andrew Brunni seconded the motion and all members present signified aye.

\* BZA Petition 2024-8 – Geenex Solar / Cobia Solar is requesting a “Special Exception” for construction of a commercial solar energy facility. The request falls under Decatur County Ordinance Article 20.

\* The November 6, 2024 meeting can be viewed at this link:  
[https://www.youtube.com/live/v8zm\\_G-tzaY?si=yHQgWm0kneZbqmsF](https://www.youtube.com/live/v8zm_G-tzaY?si=yHQgWm0kneZbqmsF)

**Rick Hoeing:** Due to a clerical error in the meeting publication, no vote would be held at this meeting. The petitioner agreed to proceed with the meeting as planned, with a full presentation and discussion, and to schedule a future meeting for a vote.

Quick reminder on the meeting from November 6, 2024, we concluded that meeting with the public comment section. The petitioner had formally requested an opportunity for a rebuttal. We will begin tonight’s meeting and pick up where we left off.

**Wayne DeLong:** Good evening, Wayne DeLong with Geenex Solar , Cobia Solar, as summarized this matter is a continuance from the rebuttal point. We also want to recognize that there were some splits and land divisions in both Clay and Adams Townships and so there could

be folks in the room here for the first time that would be interested in this petition. So I do want to recognize that and not foreclose that particular topic. But certainly in recognizing the notice issues and they are not uncommon and we acknowledge that we are here to move forward, offer the presentation and certainly table it at the end and find a date that is suitable for a vote at the next meeting. Then continued on with his PowerPoint notes on the overhead.

**Other Speakers throughout the PowerPoint presentation:**

**Donnie Decastro** spoke about the Agreements which took into consideration of what the public comments were, they spoke and we heard them.

**Paul & Dana Cummings** – Sheep Grazers with Sunovis Ranch located in Franklin, Indiana.

**Eric Wood** - Senior Consultant with Energy Safety Response Group covering fire safety.

**Brianna Schroeder** – Attorney at Janzen Schroeder Agricultural Law LLC speaking about Private Property Rights. Emphasizing the voluntary nature of land leasing for the project, the importance of private property rights, and the need to apply the county's solar ordinance as written.

# June 4, 2025

---



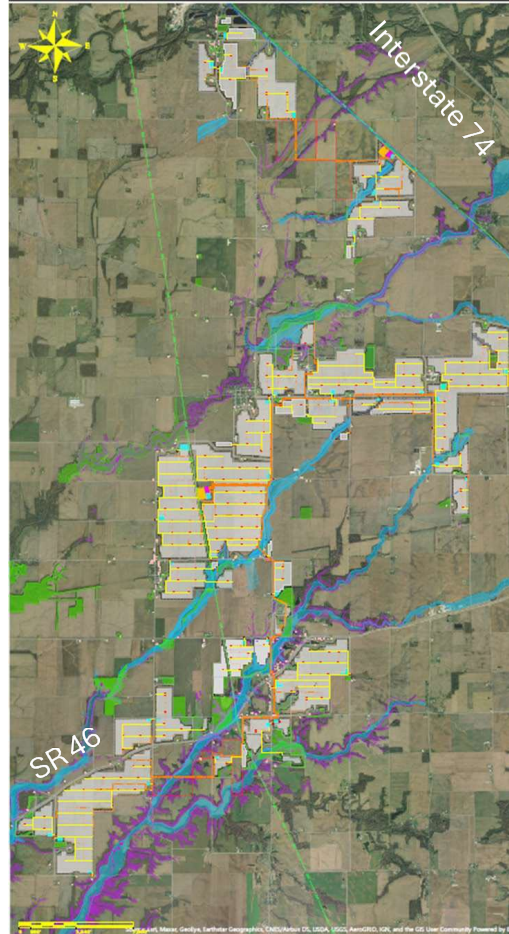
## SITE PLAN

7,049 acre under contract / agreement

5,363 acres behind the fence

Represents 2 percent of land in Decatur County (approximately)

Similar size approximately as City of Greenburg



## SITE DETAILS

### Agrivoltaics

Solar Energy System works in tandem with agricultural activities

Policy 10 - Presence of Solar Energy System **DOES NOT** consume **Agricultural land** as it **DOES NOT USE UP** land

### Screening & Buffering

Screening is required per Ordinance standards

22,000 trees

74 miles of agricultural style fencing



# November 2024 – Public Comment

---

- Loss of Farmland & decrease in local sales of chemicals and seed, and ag jobs. As Cobia Solar intends to operate in tandem with agricultural activities, no loss / consumption of farmland is anticipated to occur, and support of agrivoltaics is a necessity.
- Fire Safety: concerns regarding toxicity and best practices as to fire safety. Cobia Solar commitments to fire safety training and has offered multiple training opportunities, components of planned solar array are newer technology
- Traffic: concerns as to congestion. Road conditions & usage is a topic managed by the County and the project, and is the responsibility of the project.
- Screening & Buffering: Cobia proposes a robust screening and buffering plan
- Glint & Glare: Glint & Glare study completed, 264 homes and 37 road segments studied, two cases of negligible impact documented (eight minutes per day in December)
- Prior experiences with renewable energy projects. Prior projects were small scale and older technology



## 2025 - Timeline

---



- January 27, 2025, R-STEP Presentation
- February 3, 2025, meeting with County representatives & project representatives
- February 13, 2025, fire safety training webinar (three trainings have occurred so far)
- March 3, 2025, meeting with County representatives & project representatives
- March 12, 2025, meeting with County representatives & project representatives
- April 1, 2025, meeting with County representatives & project representatives
- April – May 2025, submittal of draft agreements for County review and comment
- May 23, 2025, meeting with County representatives & project representatives

# November 2024 – Public Hearing

---

- Loss of Farmland. As Cobia Solar intends to operate in tandem with agricultural activities, no loss / consumption of farmland is anticipated to occur.
- Request for commitment on the creation of a Fire Safety Plan and offering of annual fire safety training. Cobia Solar agrees to both.
- Concern about reduced tax revenues if sale to a utility. Cobia Solar agrees to establish a minimum “floor” as to property tax paid annually.
- Negative Impact on Property Values. As Cobia Solar intends to install proper screening and buffering, no impact to property values is anticipated.
- Road Inventory pre-construction. Cobia Solar commits to conducting a pre-construction road inventory as to document conditions.
- Energy Consumption & Power Flow. Modeling of the power flow illustrates local, state, and regional distribution.



## May 2025 - TAC Comments

---

- Property Values: “other issues have a greater role in the influence than the presence of a solar array”
- Soil Health/ surface/ subsurface water: “recommends water testing/monitoring of both surface and subsurface as well as soil testing”
- Consumption of agricultural land: Comprehensive Plan’s intension is to “ensure that agricultural land is not converted permanently to non-agricultural uses”
- Farm Bureau National Policies 2025: supportive of solar
- American Farmland Trust: supports solar agrivoltaics
- Stormwater Management: supports Rule 13 ‘SWPPP’
- Screening & Buffering: Cobia proposes a robust screening and buffering plan
- Prior experiences with renewable energy projects: Prior projects were small scale and older technology



# May 2025 - Proposed Conditions/Requirements

---

- Administrative review of Screening & Buffering: “Planning Director may require additional landscaping”
- Model Solar Ordinance, Indiana Solar Energy Ready Community, Decatur County Ordinance 20: “most restrictive of the three to be utilized”
- Membership in Indiana 811, no concrete/ chemical stabilization without landowner approval, no trees at or greater than 12 inch dbh be removed: “Recommended”
- Administrative approval of Emergency Response Plan signage: “Recommended”
- Farm Bureau National Policies 2025: “Recommend as guidance”
- American Farmland Trust Definitions & Intent: “Recommend as guidance”
- Comprehensive Agreements



## Agreements

---

- Economic Development Agreement
- Decommissioning Agreement (Facility Maintenance & Removal Agreement)
- Roadway Usage Agreement
- Fire Safety and Emergency Response Agreement
- Master Agricultural Preservation Agreement



# Agreements

---

## Why are these agreements important?

*The agreements are directly responsive to the public comments and concerns that have been raised about the Project.*

*The Project is delivering tangible, measurable solutions to concerns that have been raised and is standing behind those solutions in the form of zoning commitments set forth in agreements with the County.*

*The agreements represent the Company's investment in both the short-term and long-term success for the County.*



# Agreements

---

## •Roadway Usage Agreement

### •Project commits to and agrees as follows:

- Limits construction activity and road usage to agreed-upon, designated routes
- Project will perform a pre-construction road survey to document the condition of roads and bridges
- Project will pay for all roadway repairs directly caused by or resulting from the Project, its materials, equipment or contractors
- Project will post agreed-upon security amount (surety bond) as additional layer of protection to support its road repair obligations



# Agreements

---

## **Decommissioning Agreement (Facility Maintenance & Removal Agreement)**

### **Project commits to and agrees as follows:**

Project provides a comprehensive plan for decommissioning (i.e., removing / uninstalling) the project and restoring the land to preconstruction conditions

County is required to approve the decommissioning plan

Project provides agreed-upon financial security amount (surety bond or letter of credit) at 150% of decommissioning cost estimate

County has to approve the decommissioning cost estimate

The decommissioning cost estimate is updated every five (5) years



# Agreements

---

## **•Fire Safety and Emergency Response Agreement**

### **Project commits to and agrees to provide/supply, at the cost of the Project, as follows:**

- Provide initial and ongoing training to local emergency responders, tailored to the Project
- Supply Project-specific equipment necessary for effective emergency response, including specialized tools and protective gear

Develop a comprehensive Emergency Response Plan in collaboration with the County, the Decatur County Emergency Management Agency and local emergency responders





# Agreements

---

## • Fire Safety and Emergency Response Agreement

**Project commits to and agrees to provide/supply, at the cost of the Project, as follows:**

- Provide initial and ongoing training to local emergency responders, tailored to the Project
- Supply Project-specific equipment necessary for effective emergency response, including specialized tools and protective gear
- Develop a comprehensive Emergency Response Plan in collaboration with the County, the Decatur County Emergency Management Agency and local emergency responders



# Agreements

---

## • Master Agricultural Preservation Agreement

- Very important, comprehensive agreement focused on agricultural preservation
- Contains eight (8) sub-agreements addressing different components of soil quality and agricultural land
- Modeled after similar, restrictive agreements used in other agricultural states
- “the Company and the County recognize the importance of preserving the long-term integrity and productivity of agricultural land that hosts the Project and seeks to address community concerns regarding the same”
- “the Company is committed to adopting measures to avoid, minimize, and mitigate impacts on agricultural land and to ensure the viability and restoration of such land during and after the life of the Project”



# Agreements

---

## • **Master Agricultural Preservation Agreement (Continued)**

- Contains eight (8) sub-agreements addressing different components of soil quality and agricultural land
  - Construction Standards Agreement
  - Drainage Management & Erosion Control Agreement
  - Soil Conservation & Soil Quality Preservation Agreement
  - Agrivoltaics Dual-Use Agreement
  - Vegetation Management Agreement
  - Visual Impact & Screening Agreement
  - Environmental Monitoring Agreement
  - Crop Damage Restoration & Reimbursement Agreement



# Agreements

---

- **Master Agricultural Preservation Agreement (Continued)**
- **Project commits to and agrees to the following matters:**
  - Construction standards
  - Grading plan
  - Agreed-upon depth for underground cabling
  - Soil testing of health, fertility, compaction and contamination
  - Soil and water conservation
  - Stormwater management
  - Topsoil preservation, removal and replacement
- Rock removal
- Repair of compaction and rutting



# Agreements

---

## • Master Agricultural Preservation Agreement (Continued)

### • Project commits to and agrees to the following matters:

- Agricultural land protection
- Habitat preservation and restoration
- Sheep grazing plans and operating standards
- Limitations on mature animals per acre
- Weed/vegetation control
- Vegetation and wildlife management during construction, operations and decommissioning
- Use of native and naturalized grasses and plants



# Agreements

---

## • Master Agricultural Preservation Agreement (Continued)

### • Project commits to and agrees to the following matters:

- Reducing visual impacts
- Installing visual screening in coordination with landowners
- Reimbursement for crop damage, flood damage or drain tile damage caused by the Project
- Environmental sampling during pre-construction, operational and decommissioning phases
- Agreement to remedy any environmental impacts caused by the Project



# Agreements

---

- There is a public concern over the loss of farmland in the community. Is this a concern of food production? *Farm Production is increasing in this country. Purdue University states since the 1950s, corn yields increase almost 2 bushels per acre per year, with advances in technology.<sup>1</sup> We don't have a food production problem in this country. We have a food distribution problem in this country. According to the EPA, food waste comprises around 24% of municipal solid waste disposed of in landfills.<sup>2</sup> The FDA states it is the most common item found in our everyday trash.<sup>3</sup>*
- The Project, as well as the County staff, understands we are not consuming farmland. We are preserving farmland. We are using farmland to create energy and agriculture.
- The agreements help to ensure the future viability of this farmland for generations, while providing economic benefits to the County that will improve the lives of its residents now and into the future.



## FINDINGS OF FACT



- Approval will not endanger the public health, safety, morals, comfort, or general welfare of the community.
- The use will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and shall not change the essential character of the same area.
- The use will be served adequately by essential public facilities and service such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services.
- The use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
- The use will not generate traffic on the existing street network that will cause congestion or unsafe ingress and egress within the neighborhood as a result of the development, unless evidence is provided that improvements can be made to minimize or relieve the impacts.
- The use will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, dust, fumes, glare or odors.
- The approval does not interfere substantially with the comprehensive plan adopted by the Decatur County Area Plan Commission and the Decatur County Commissioners.

# Solar's Effect on Property Values

- To perform the most accurate property value appraisals, there are standards and practices established by the **Appraisal Institute** and that conform to the **Uniform Standards of Professional Appraisal Practice**. An external obsolescence evaluation is a part of these methodologies and is the industry standard for certified appraisers.
- In general, per the Uniform Standards, the below (six) 6 characteristics are evaluated during an appraisal. *Solar does not negatively affect these qualities.*
  - **1) Traffic.** Solar projects are not traffic generators.
  - **2) Odor.** Solar projects do not produce odor.
  - **3) Noise.** Solar projects generate no noise concerns based on numerous noise studies. They make even less noise at night.
  - **4) Environmental.** Solar projects do not produce toxic or hazardous waste. Grass is maintained underneath the panels so there is minimal impervious surface area.
  - **5) Appearance/Viewshed.** This is the one area that potentially applies to solar projects. However, solar projects are generally required to provide significant setbacks and/or landscaping buffers to address that concern.
  - **6) Other factors.** Solar facilities do not prevent or impede neighbors from fully using their homes or farms or businesses for the use intended.



## SCREENING & BUFFERING

West Bound, current view



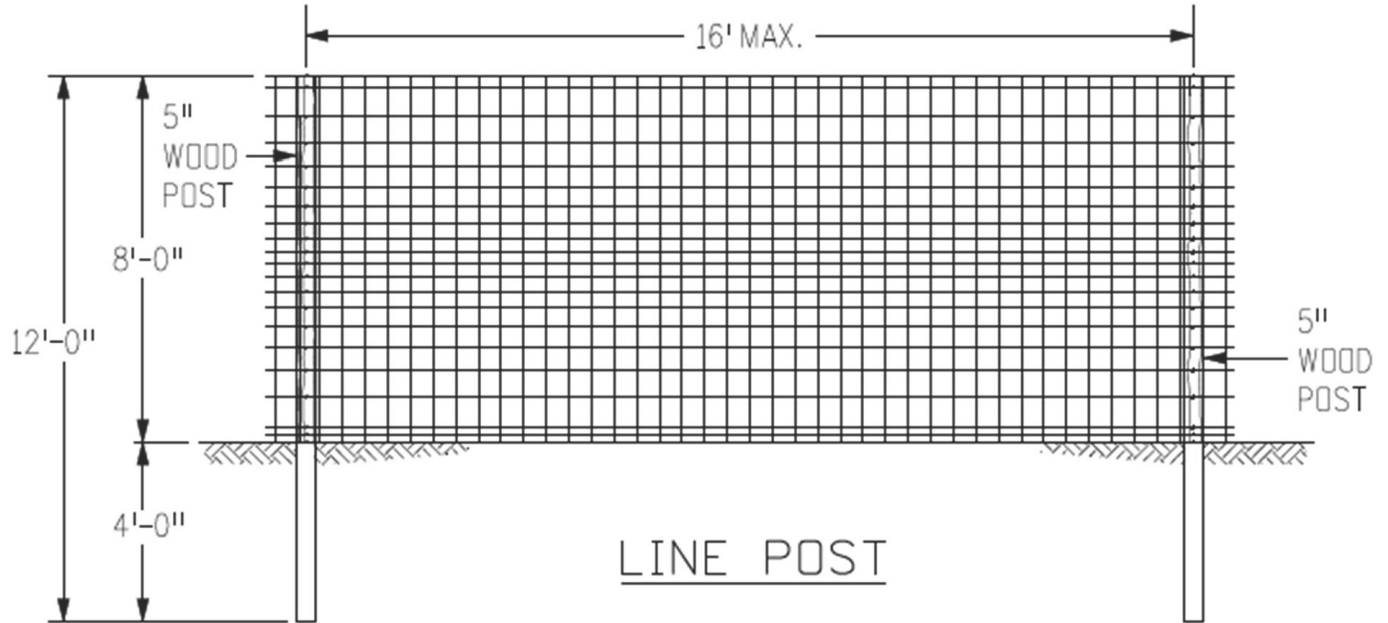
West Bound, post construction



8931 West SR 46, Greensburg



# Fence Detail



## Soil Testing - Example

Report Number  
F23293-0631  
Account Number  
64501



3505 Conestoga Dr.  
Fort Wayne, IN 46808  
260.483.4759  
algreatlakes.com

To: NOBLE COUNTY - PURDUE EXTENSIO  
109 N YORK ST  
ALBION, IN 46701-1038

Attn: ANN KLINE

### REPORT OF ANALYSIS

Date Received: 10/20/2023

Date Reported: 10/31/2023 Page: 1 of 1

Lab Number	Sample ID	Analysis	Result	Unit	Method
52249	W-CORN	Cadmium	0.271	mg/kg	US EPA SW846-6020
		Lead	9.27	mg/kg	US EPA SW846-6020
52250	W-SOLAR	Cadmium	0.298	mg/kg	US EPA SW846-6020
		Lead	9.88	mg/kg	US EPA SW846-6020

**"Values fall well below levels of concern"**



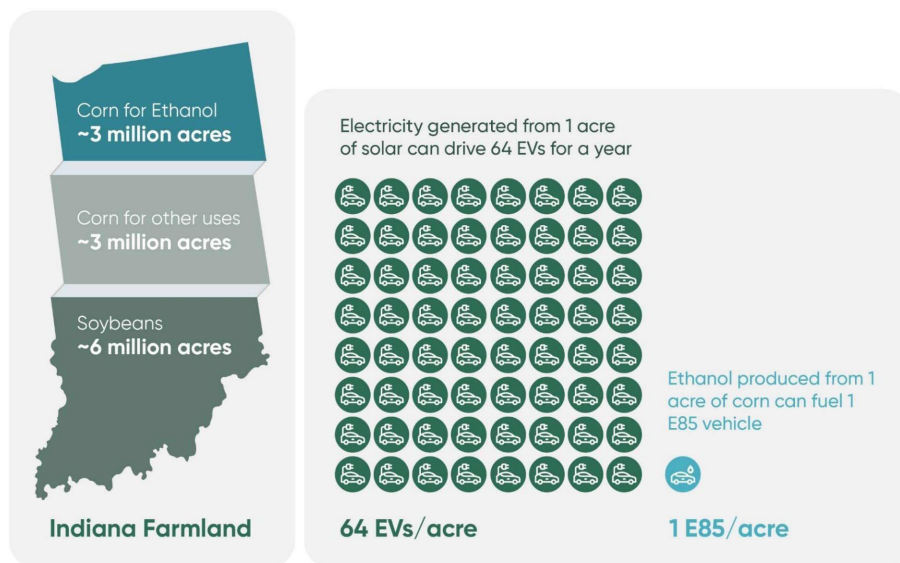
**Credit: Noble County Indiana**



# SOLAR GRAZING & AGRIVOLTAICS

- Sunovis Ranch has been contracted by Geenex to prepare a Sheep Grazing Plan for Cobia Solar
  - Owned and operated by Dana Cummings, EdD (doctor of education)
  - Dana and family own Sunovis Ranch--five (5) years experience with grazing sheep and passionate about educating others
- Agrivoltaics & Solar grazing are great options for Cobia
  - Innovative and sustainable
  - Win-win solution, producing renewable energy while also raising livestock
  - Sunovis supports cooperative models, dividing large parcels into smaller ones so multiple families can work together

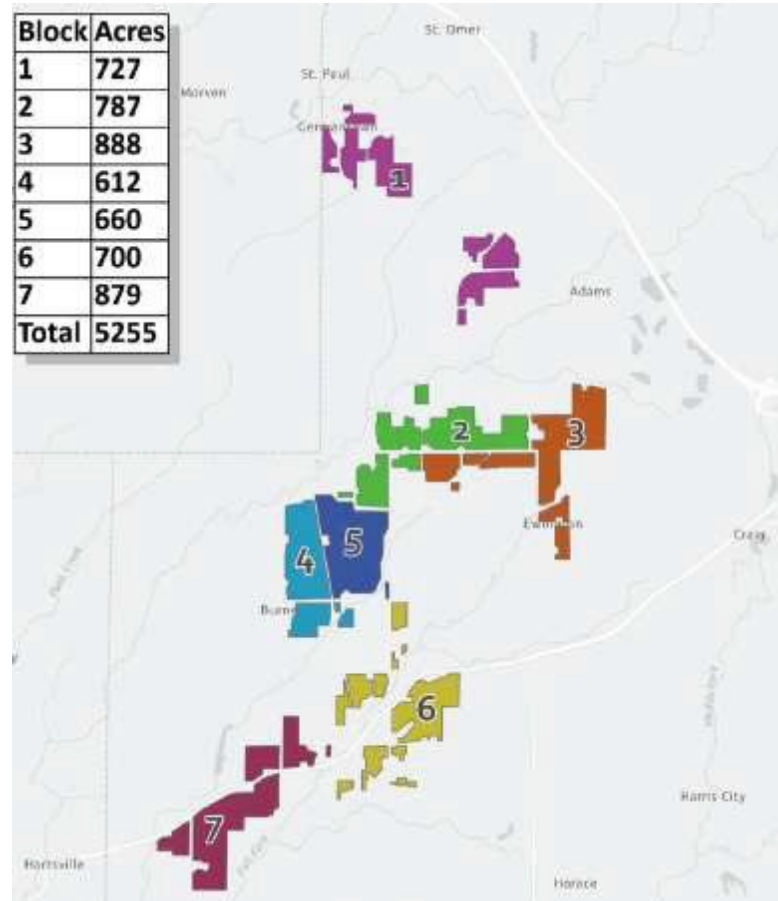
## Solar does not take away farm ground



**SUNOVIS RANCH** 

- Crops are used for energy
  - Hay for horses before 1940s
  - Ethanol = ¼ of all crops
- Solar panels are more efficient at converting solar energy than crops
- Solar grazing
  - Great opportunity to get a two for one
  - Opportunity for new farmers
  - Revert to a diversified “Heritage Agriculture”

- **Cobia Solar** conceptual grazing plan
  - Up to seven (7) “Blocks” designed for a single flock in each
  - Designed to reduce labor and simplify grazing
- Fencing
  - Predator proof exterior
  - ~60 permanent paddocks/block
- Sheep
  - Live onsite 365 days a year
  - Lamb onsite in Spring
- Water
  - Piped / distributed to every paddock



**SUNOVIS  
RANCH** 



## Questions?

### Sunovis Ranch

Cummings Family 2107  
South State Road 135  
Franklin, IN 46161

[Dana@sunovisranch.com](mailto:Dana@sunovisranch.com)

[Paul@sunovisranch.com](mailto:Paul@sunovisranch.com)

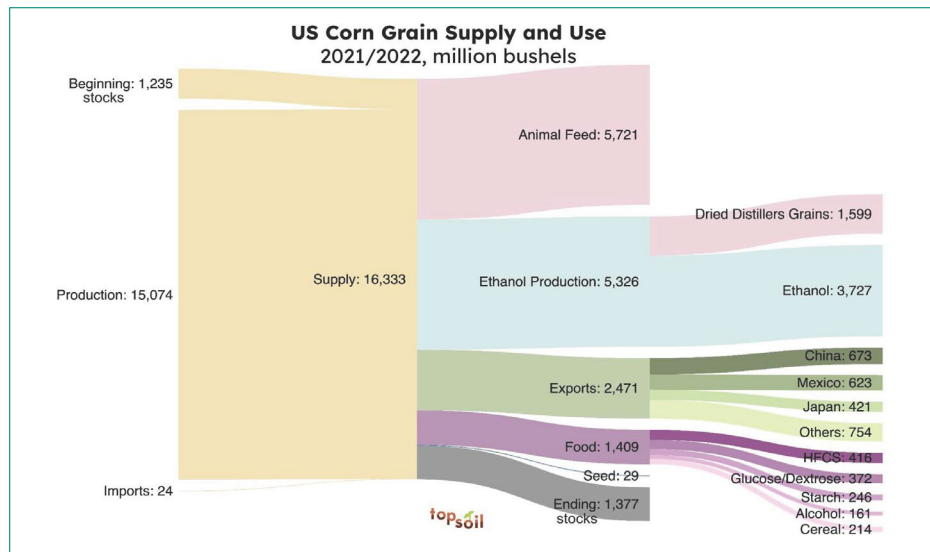
**SUNOVIS  
RANCH** 



# Use of Farmland

2.5%

Percentage of farmland in Decatur County leased by Cobia Solar Project for energy production (represents gross acreage; actual acreage used may be up to 50% less)



33%

Percentage of corn grain supply used for energy production (ethanol)

Source: Ariel Patton, "Where the crops go: A framework for demand in agriculture," <https://topsoil.substack.com/p/demand>, retrieved 6/25/2024. From USDA World Agricultural Supply and Demand Estimates for May 12, 2023 for 2021 Market Year (Sep-Aug).



## How Will The Project Be Decommissioned?

- All components will be removed at the owner's or operator's expense based on the Decatur County ordinance.
- The site will be re-graded and re-seeded or replanted within 12 months of the removal of the facilities.
- All equipment above and below ground will be removed.
- The transmission owner will have ownership of the substation while the project is in operation and will own the substation in perpetuity.
- All public roads damaged or modified during decommissioning will be repaired, and the project site will be monitored for at least one additional year to ensure successful revegetation and rehabilitation.
- A decommissioning bond calculated by a licensed Indiana engineer will be posted to Decatur County **before** construction for the full decommissioning and site restoration (no salvage value). The bond amount will be recalculated every five years.
- How much will decommissioning cost?

Estimated  
Cost  
Amount

• \$38,550,680

Estimated  
Bond  
Amount

• \$57,826,020





## COBIA SOLAR – ECONOMIC IMPACT

- Cobia is standing by its financial commitment to the County
- Cobia will not take advantage of the reduced tax liability afforded by SEA 1
- Notwithstanding the passage of SEA 1, Cobia is proposing to contractually agree to maintain the 30% depreciation floor that existed prior to the passage of SEA 1
- The Project will make definite property tax payments and contractual economic development agreement payments to the County totaling millions in revenues for the County.



## COBIA SOLAR – ECONOMIC IMPACT

- Cobia Solar LLC offers economic development agreement payments ( “**EDA Payments**”) to the County equal to \$22,599 per \$1,000,000 of Owner’s investment in the County for the initial development and construction of Phase I, which equates to **\$8 million** in EDA Payments based on Owner’s estimated investment of \$354 million for Phase I; and equal to \$23,035 per \$1,000,000 of Owner’s investment in the County for the initial development and construction of Phase II, which equates to **\$8.5 million** in EDA Payments based on Owner’s estimated investment of \$369 million for Phase II.



# Annual Economic Impact of Solar Operations in Decatur County

**\$73.7M**

**TOTAL SPENDING (OUTPUT)**  
supported in the  
economy

## Additional Solar Benefits

- \$5,743,000 in annual land rent payments including an estimated \$3,446,000 to county residents.

**10.5**

**TOTAL JOBS**  
supported in  
the economy

**\$461.3K**

**TOTAL WAGES**  
earned through  
supported jobs

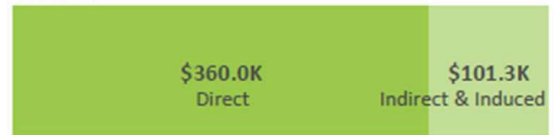
## TOTAL OUTPUT



## JOBS



## WAGES



Note: Direct, Indirect, and Induced numbers may not add up to the total due to rounding.



## 1. Approval will not endanger the public health, safety, morals, comfort, or general welfare of the community.

- **1) Full Compliance.** The Project will adhere to Decatur County Zoning Ordinance, including Article 20, ensuring protection of public health and safety during all phases—construction, operation, and decommissioning.
- **2) Safety Protocols.** Detailed traffic management and public access controls during construction; no risk of soil or groundwater contamination from solar panels or facility components.
- **3) Noise.** Solar projects generate no noise concerns based on numerous noise studies. They make even less noise at night.
- **4) Environmental.** Solar projects do not produce toxic or hazardous waste. Grass is maintained underneath the panels so there is minimal impervious surface area.
- **5) General Welfare.** capital investment exceeding \$720 million, resulting in property taxes and economic development agreement payments to the County which the Project anticipates will reach \$100 million or more, subject to the Project's current financial projections and continued discussions with the County Council and County Commissioners regarding an economic development agreement and corresponding property tax deductions; all of which will help bolster Decatur County's tax base and provide certainty regarding the County's revenues that may not otherwise exist following the assessment of a fully constructed Project due to recent legislation from the Indiana General Assembly.
- **6) Other factors.** Solar facilities do not prevent or impede neighbors from fully using their homes or farms or businesses for the use intended.



2. The use will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and shall not change the essential character of the same area.
- **1) Aesthetic Impact.** Vegetative buffering will minimize visual impact; solar panels will not exceed 12 feet in height and will be set back from nearby properties. A Visual Impact Rendering is submitted with the application.
  - **2) Land Use Rights.** Protects multi-generational family land ownership by preventing subdivision development.
  - **3) Temporary Land Use.** The project's 40-year lifespan represents a temporary use that does not permanently convert land from agriculture. At the end of its life, the land will be restored to its current agricultural use under a Facility Maintenance and Removal Agreement.
  - **4) Support for Agriculture.** The project helps sustain agricultural activities during and after its operation, supporting future agricultural use and multi-generational land ownership.



3. The use will be served adequately by essential public facilities and service such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services.

- **1) Emergency Training.** Special fire safety training has already been provided to local emergency responders. Additional fire safety training will be offered to police and fire protection providers before construction begins, with ongoing training during operations.
- **2) Traffic Management.** A Traffic Plan will manage highway and street usage during construction.
- **3) Minimal Impact on Public Services.** The Project does not require significant water, sewage, or school services. Police and fire services will be in line with typical agricultural area needs.
- **4) Stormwater Management.** Drainage and stormwater will be managed through the Final Stormwater Pollution Prevention Plan (SWPPP), ensuring compliance both pre- and post-construction.



4. The use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

- **1) No Negative Impact on Property Values.** A Property Valuation report submitted to Decatur County demonstrates that the Project will not decrease the value of adjacent properties.
- **2) Land Preservation.** The Project allows the soil to rest during its operation, preserving the land's value for future agricultural use after decommissioning. It also prevents subdivisions or clustered developments that could disrupt orderly growth in the area.



5. The use will not generate traffic on the existing street network that will cause congestion or unsafe ingress and egress within the neighborhood as a result of the development, unless evidence is provided that improvements can be made to minimize or relieve the impacts.

- **1) Traffic Impact Assessment.** A Traffic Assessment by Civil & Environmental Consultants, Inc. (CEC) concluded that the Project will have no significant impact on intersections and roadways during operations.
- **2) Perimeter Security.** The Project will include perimeter fencing with controlled access points. Safety protocols will be implemented to manage traffic and public access during construction.





6. The use will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, dust, fumes, glare or odors.
- **1) No Odor or Visual Impact.** The Project will not produce discernible odors or have significant impacts on adjacent land uses. A Glint and Glare Analysis confirms minimal glare.
  - **2) Noise Compliance.** The Project will comply with Decatur County's 50-decibel noise limit. A Pre-Construction Noise Study shows that noise levels will be well below this threshold.
  - **3) Minimal Traffic and Road Use.** The Traffic Assessment indicates that the Project will not generate significant traffic during operations. A draft Road Use Agreement has been prepared for Decatur County's consideration.
  - **4) No Communication Interference.** Due to the low height of the facilities, there will be no obstruction of microwave beam paths or interference with cell phone or radio broadcasts.



7. The approval does not interfere substantially with the comprehensive plan adopted by the Decatur County Area Plan Commission and the Decatur County Commissioners.
- **1) Alignment with Comprehensive Plan.** The Project aligns with Decatur County's solar ordinance, supporting the 2017 Comprehensive Plan's objective of promoting growth while preserving rural land.
  - **2) Support for Farmers' Rights.** The Project upholds the Comprehensive Plan's goal of safeguarding farmers' rights to use their land, allowing property owners to diversify income with temporary land use while protecting it for future agricultural purposes.
  - **3) Balanced Economic Growth.** The Project strikes a balance between fostering economic growth and preserving agricultural land. Unlike residential or industrial development, it uses the land temporarily without permanent consumption.
  - **4) Land Restoration and Soil Regeneration.** The draft Facility Maintenance and Removal Agreement ensures the land will be fully restored after the Project. During operation, ground cover with grasses or approved vegetation will enhance water retention and soil regeneration, preserving the land for future agricultural use.



# Landowner Presentations

---



**THANK YOU!**



1. <https://www.agry.purdue.edu/ext/corn/news/timeless/YieldTrends.html>
2. <https://www.epa.gov/land-research/quantifying-methane-emissions-landfilled-food-waste#:~:text=Food%20waste%20comprises%20about%2024,than%20any%20other%20landfilled%20materials>.
3. <https://www.fda.gov/food/consumers/food-loss-and-waste#:~:text=EPA%20estimates%20that%20more%20food,through%20partner%20C%20leadership%20and%20action>.

## Landowner — Gordon Smiley

On behalf of landowners of the Cobia solar project, we want to say thanks for the opportunity to speak to the BZA board. My name is Gordon Smiley and I would like to share several key reasons that this project should be approved for the benefit of all Decatur County citizens.

- First, this project will allow landowners to keep family farms in the family. Just like other farms in the area, we can keep this land in the hands of local landowners through farming diversification. How many family farms are able to transfer to the 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup> generations? This Solar project will allow this opportunity to increase the odds of allowing future generations to keep our existing farms within our families. The Comprehensive plan was brought up many times in the November meeting describing how this solar project was not protecting farmland. The grazing of livestock is specifically designated in our comprehensive plan as a type of agriculture production we want to encourage. Landowners benefit with diversification in steady income stream while not giving up our ownership of land, Cobia is able to develop a long-term domestic energy project, and the county gains a large new tax stream to improve roads, schools, fairground facilities, and other infrastructure.
- Second, this solar project is a unique opportunity for our entire community to benefit. New agriculture production systems will expand thru the grazing opportunity with solar. The project would generate an increase in tax receipts which would enhance all of our citizens' livelihood in Decatur County for years to come. The county will gain far more than it will invest. Our community needs to work together to create opportunities and improve county infrastructure to attract future generations so they will want to live in Decatur County. What other major projects could the County secure that would generate tax dollars on the same scale as Cobia Solar? This is like a 401K for Decatur County. It generates income every year with minimal infrastructure needs. The project doesn't make noise, odors, or create dust.
- Third, this project will protect the soil and natural resources in our county. As landowners standing here today Jeff and I are representing the Smiley Family. We have always respected and cared for the soil we are blessed to farm. We are not farming dirt, but rather we are cultivating living, breathing, biology within our soils. Please know that if we felt like this solar opportunity would not protect our soils for our heirs we would not have signed up and would not be standing here supporting the Cobia Solar Project.

- Fourth, I want you to know how much time and effort the landowners have spent analyzing this project, considering the Geenex proposals, and negotiating the details. We've hired lawyers, held family meetings, talked with many others, and prayed over this decision. Our farm is a business, and these business decisions were not made quickly but rather very methodically over time considering all long-term effects. We know the county officials have invested taxpayer's dollars, staff time, and board member time in looking at this project in great detail as it should be done with the amount of potential taxes that could be realized. I understand BZA members have spent their own time educating themselves by reading and attending seminars over the past many months. Thank you all for your dedication to Decatur County.
- Fifth, this project protects farmland. It does not require a large percentage of the county's farmland. The project is proposed on less than 3% of the farm ground in the county and will contribute nearly 10% of our current budget. A very large number.

I want to speak directly to the tech review report put together by the APC office. I want to address two specific statements. I have highlighted the two areas for the board in your packet. The report says "the County does not support the development of commercial alternative energy supplies that would "consume" agriculture land." "CONSUME" means to do away with or destroy. This language comes from the Comprehensive Plan written about 10 years ago. At that time, the only commercial solar here was the Hoosier Energy/REMC project where the ground was covered in stone. It is clear that no landowner here would or has agreed to have their land covered in stone. This project is the exact opposite. The land—MY LAND, to be clear—will be planted with grasses and then decommissioned and restored to its original condition at the end of the contract. MY LAND will not be destroyed but rather preserved.

The Tech review information on that same page says the following. Looking at all the information it doesn't appear that the intent of the Comprehensive Plan is to have Commercial Solar Energy Facilities Forbidden within the County, but rather to ensure Agriculture land is not converted permanently to non-agriculture uses. Remember the Comprehensive Plan is just that a Guideline, the Solar Ordinance is the rules to be followed. Cobia's goals are to meet all the Ordinance requirements.

In conclusion, I stand before you as a landowner asking to partner with Cobia to improve our own property. Landowners have a private property interest in using their own land in the way they see fit. On most projects, as long as the proposal does not impact neighbor's property, landowners are able to develop their land in accordance with the zoning ordinances. I'm afraid this project has been subjected to new criteria: what a neighbor's subjective opinion is about their view of a solar farm on my property. Looking back at past requests before the BZA, this board has prioritized landowner rights. This particular project has been subjected to far higher standards than most proposals that come before this board. We are simply asking that our property rights are allowed as you have allowed others before us if all the rules, guidelines and specifications are met and that have been set forth in the solar ordinance approved unanimously by our APC board. As landowners, we live directly next to the proposed project, so we are not asking others to do something that we ourselves are not willing to do. If you have any questions for the landowners, I am happy to answer them now or in the future. Thank you again for your time and consideration.

**Wayne Delong;** we will conclude by saying thank you, thank you for the time this evening. The information that we provided for you was very beneficial for us to share. Certainly preserve any time if you are looking for any additional rebuttal to any public comment, we look to preserve that as well and look to speak to you at a future date, either in July or August, whatever seems more suitable. Or we can take questions now, whatever your wish is.

**Rick;** does the board have any questions? **Paul Stone;** what does the construction look like from beginning to the end, what would total time be? **Wayne;** a project of this size is 24-36 months. We would look to begin in the spring, we have delivery dates of 2029 and 2030 based on the two interconnection positions and so your timeline slide three years backwards as to when that construction would start, potentially in 2027 we can see some early construction. It is a concentrated effort just west of the corporate boundary of Greensburg there, it is where our POI position is and the project would radiate out in terms of construction. **Rick;** and to clarify, is that for both phases total or for each phase? **Wayne;** that's both phases in total. You wouldn't sense that there is a phasing schedule, the project would just roll.

**Rick;** in light of quite a bit of information I do feel like it's our obligation to open back up to public comments. We are not working off of a list but we do still want to uphold the 3 minute per conversation. We ask that, in respect for everyone's time, that new information and new topics be brought to the board.

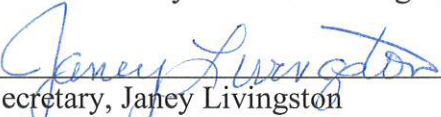
**Public Comment: Jason Kuchmay,** I'm an attorney with the law firm of Snyder, Morgan and Kuchmay, 4211 Clubview Drive in Fort Wayne. I represent well over 200 folks here that have been asked to comment. One of my clients did ask, that since we have a lot of information beyond the rebuttal and whether is made more sense to do the public comment at the next meeting. Since we are not voting tonight, wanting to throw that out as a request.

**Rick;** I think there is enough new, sizable and important information that most likely, us as a board, and as a community need to digest. I do believe that a public rebuttal or input at that time would make sense at the next meeting. **Jason;** is that something that the board would like to vote on, given the hour and the subject matter that still needs to be addressed in the public comment, is that something we can get a determination that it makes sense to do that at the next meeting? **Melissa;** are you wanting to speak at all tonight? **Jason;** if we can do it at the next meeting then we can all wait. **Rick;** I think we can commit to that, Missy, do we need to have a motion and approve that for the agenda at the next meeting. **Melissa;** we can, or you can do a voice vote. Is there a motion to have the public comment to be held at the next meeting? We will need to determine if that meeting is going to be a July or August. I know the petitioner said that they would be agreeable to either one. **Paul;** some of the concern, I think, is the discussion about Senate Bill 1 and should that pose any changes to this project from the county's stand point, from what I saw earlier from Cobia's message is that they're committing the same thing, if something needs to change on the background, I guess my concern before this meeting was whether we needed to get up to speed on what those changes, how that would affect us. If the EDA isn't essentially changing between us and Cobia, I guess that is something in the background. But do we need to bring it up for discussion now? **Melissa;** I think what is happening now is that they're working on a new agreement and a lot of those communications do happen with the County Council, so I think that will be evolving here within the next few weeks, but I don't think that is anything ready

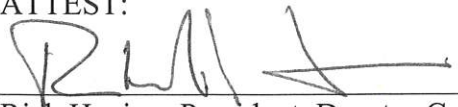
for review tonight, just due to the nature of how it's been change. **Paul;** where I was going with it, do we know what that timeline will look like which would ultimately, I feel like we think that there is the last piece of the puzzle coming in, do we feel like in one month from now that that's going to be ready? **Rick;** that would be an unknown but a question to the petitioner. **Melissa;** Matt, are you... **Wayne;** I would say from our process point of view as you are getting at is those matters don't move quickly. Certainly we can see if the 30–60-day timelines for those conversations, 60 days seems more reasonable. **Matt;** I think that the reaction to SEA1 is just a little slow moving, the kind of impacts to, just general tax revenues at the county and how that impacts and how that impacts correspondingly a project like this are sort of far reaching and even kind of the super specialized consultants, my partner that focuses on that area. It is kind of, everyone is still trying to wrap their arms around it, think Cobia is proposing to proceed in a way which delivers the same financial outcome to the county and to the project which I think is a concept everyone can understand. But then putting that in agreement form contractual form is the challenge. The speed at which that can be done is kind of uncertain, I think, there was a lot of information presented here and I think what the board is saying that they and the community wants time to digest that. Opening with public participation will take some time. As I sit here it is hard to predict with precision like how long this will take to render an EDA that factors in all of the disruption from SEA1, I think 60 seems better than 30 days if I am honest but how we choose to structure it, I think the project is open minded. **Rick;** it sounds a little bit like with the amount and relative information provided tonight that unless there is other public comments, is now an appropriate time to make a motion for a continuance to the next meeting? Is this ok Missy if we go through public comment and then have a continuation to the next meeting, with that public comment followed by a rebuttal from the petitioner, would that be appropriate? **Melissa;** I think it would be appropriate just to move all public comments to the next meeting. Let Mr. Kuchmay start that at the next meeting and then open it up to the rest of the public, since he is representing a significant portion of the public that is here or being represented here. I would say the board should make a determination that they will adjourn tonight at this point, that we will reschedule in the 60 days, for the August meeting, August 6<sup>th</sup>. We will commence that meeting with public comments starting with Mr. Kuchmay. **Paul;** to add onto the public comment I would like to personally thank anyone who has taken time to write letters and submit them to the office. I can tell you with confidence that this board does receive and read those, so please don't feel like a missed opportunity at the microphone is anything to take away from your comments. Please feel free to submit those letters. I again, I read them, I appreciate them and it gives everyone an opportunity to more clearly deliver your thoughts and for us to also absorb them. **Rick;** I think at this point I will entertain a motion to continue this item to the August 6, 2025 BZA meeting. **Paul;** I move for a continuance to the August 6, 2025 meeting. **Rick;** do we do it no later than August 6<sup>th</sup> if they're ready in July or just push it to August 6<sup>th</sup>? **Melissa;** I would say at this point we just make it August 6, 2025 and we will have notice in addition to a further publication. **Rick;** I have a motion do I have a second? **Scott Smith;** I second the motion. All in attendance signified by saying aye.

Scott Smith made a motion to adjourn the meeting with a second from Andrew Brunni, the meeting was adjourned at 9:02 p.m.

Decatur County Board of Zoning Appeals

  
Secretary, Janey Livingston

ATTEST:

  
Rick Hoeing, President, Decatur County Board of Zoning Appeals

Youtube video recording available at:

<https://www.youtube.com/watch?v=6WTBtgTTA1E> (at the 1:27:08 mark).