

2  
3 **MINUTES OF REGULAR MEETING**

4 **CHAMPAIGN COUNTY ZONING BOARD OF APPEALS**

5 1776 E. Washington Street

6 Urbana, IL 61801

7  
8  
9 **DATE:** September 8, 2011

**PLACE:** Lyle Shields Meeting Room  
1776 East Washington Street

10  
11 **TIME:** 7:00 p.m.

Urbana, IL 61802

12  
13 **MEMBERS PRESENT:** Catherine Capel, Thomas Courson, Roger Miller, Melvin Schroeder,  
14 Eric Thorsland, Paul Palmgren, Brad Passalacqua

15  
16 **MEMBERS ABSENT :** None

17  
18 **STAFF PRESENT :** Connie Berry, Lori Busboom, John Hall, Jamie Hitt

19  
20 **OTHERS PRESENT :** Greg Leuchtmann, Bill Ingram, Michael Blazer, Kim Cambron, Kim  
21 Schertz, Darrell Cambron, Ruth Hunt, Deanne Sims, Jeff Blue, Nora  
22 Maberry, Steve Burdin, Matt Cavalenes, Patti Cavalenes, Mary Mann,  
23 Lloyd Wax, Judi O'Connor, Steve O,Connor, Greg Frerichs, Roy  
24 Knight, Marvin Johnson, James Rusk, Debra Griest, Ray Griest,  
25 Curtis Hunt, Jeff Suits, Sherry Schildt, Herb Schildt, Alan Nudo,  
26 Pattsy Petri

27  
28  
29 **1. Call to Order**

30 The meeting was called to order at 7:00 p.m.

31  
32 **2. Roll Call and Declaration of Quorum**

33 The roll was called and a quorum declared present with one member absent.

34  
35 Mr. Thorsland informed the audience that anyone who desires to present testimony must sign the  
36 witness register. He reminded the audience that when they sign the witness register they are signing  
37 an oath.

38  
39 **3. Correspondence**

40 None

41  
42 **4. Approval of Minutes (August 25, 2011)**

43 Mr. Passalacqua stated that the minutes do not indicate that he was present nor absent from the  
44 August 25, 2011, public hearing. He requested that the minutes indicate his presence at the meeting.

45  
46 **Ms. Capel moved, seconded by Mr. Palmgren to approve the August 25, 2011, minutes as**  
47 **amended. The motion carried by voice vote.**

ZBA

1 Mr. Miller arrived at 7:03 p.m.

2  
3 **5. Continued Public Hearing**

4  
5 **Case 696-S-11 Petitioner: California Ridge Wind Energy LLC and the participating**  
6 **landowners listed in the legal advertisement. California Ridge Wind Energy LLC is**  
7 **wholly owned by Invenergy Wind North America LLC, One South Wacker Drive,**  
8 **Suite 1900, Chicago, IL, with corporate officers as listed in the legal advertisement.**  
9 **Request: Authorize a Wind Farm with consists of 30 Wind Farm Towers (wind**  
10 **turbines) in total with a total nameplate capacity of 48 megawatts (MW) of which**  
11 **28 Wind Farm Towers with a total nameplate capacity of 45 MW are proposed in**  
12 **Compromise Township (Part A) and 2 Wind Farm Towers with a total nameplate**  
13 **capacity of 3 MW are proposed in Ogden Township (Part B), and including access**  
14 **roads, wiring, and public road improvements, and including the waivers of**  
15 **standard conditions in Section 6.1.4 as listed in the legal advertisement. Location:**  
16 **In Compromise Township the following sections are included with exceptions as**  
17 **described in the legal advertisement: Sections 19, 20, 21, 28, 29, 30, 31, 32, and 33 of**  
18 **T21N, R14W of the 2<sup>nd</sup> P.M.; and Section 24, 25, and 36 of T21N, R10E of the 3<sup>rd</sup>**  
19 **P.M.; and Fractional Sections 30 and 31 of T21N, R11E of the 3<sup>rd</sup> P.M. In Ogden**  
20 **Township the following sections are included with exceptions as described in the**  
21 **legal advertisement: Fractional Section 6, T20N, R11E of the 3<sup>rd</sup> P.M.; and**  
22 **Fractional Sections 4, 5, 6 and 7 of T20N, R14W of the 2<sup>nd</sup> P.M.; and Sections 8, 9,**  
23 **and 16 of T20N, R14W of the 2<sup>nd</sup> P.M.**  
24

25 Mr. Thorsland informed the audience that this is an Administrative Case and as such the County  
26 allows anyone the opportunity to cross examine any witness. He said that at the proper time he will  
27 ask for a show of hands for those who would like to cross examine and each person will be called  
28 upon. He requested that anyone called to cross examine go to the cross examination microphone to  
29 ask any questions. He said that those who desire to cross examine are not required to sign the  
30 witness register but are required to clearly state their name before asking any questions. He noted  
31 that no new testimony is to be given during the cross examination. He said that attorneys who have  
32 complied with Article 6.5 of the ZBA By-Laws are exempt from cross examination.  
33

34 Mr. Thorsland asked the Petitioner’s representative if he would like to make a statement outlining  
35 the nature of the request prior to introducing evidence.  
36

37 Mr. Greg Leuchtman, Invenergy project representative, stated yes.  
38

ZBA

1 Mr. Leuchtmann stated that he would like to address the status of the pending agreements and some  
2 of the waivers. He said that currently the reclamation agreement, which was submitted on August  
3 30, 2011, is being reviewed by the State's Attorney. He said that consideration is still ongoing as to  
4 how the reclamation agreement is going to work in regards to decommissioning expenses and  
5 salvage value. He said that the township road agreements are still being discussed with the highway  
6 commissioners and their attorney and the County agreement will be sent to the State's Attorney once  
7 the agreement is completed with Jeff Blue, County Engineer. He said that the agreements are  
8 moving forward and they hope to have them finalized by the September 29<sup>th</sup> meeting.  
9

10 Mr. Thorsland asked Mr. Michael Blazer to address the Board with any further information regarding  
11 the status of the case.  
12

13 Mr. Michael Blazer, legal counsel for Invenergy, stated that last week he had informed the Board that  
14 last Thursday they had received a new updated draft of the County Road Agreement. He said that  
15 during a conference call with Greg Leuchtmann, Sheryl Kuzma, Jeff Blue and himself they  
16 hammered out all of the details therefore completing the County road agreement. He said that the  
17 latest updated draft was received today indicating all of the agreed revisions for review by the State's  
18 Attorney. He said that, if necessary, Ms. Kuzma has indicated that she will send a letter to the Board  
19 recommending approval of the County road agreement. Mr. Blazer stated that the issue at hand is  
20 that the *Champaign County Zoning Ordinance* requires that the road agreement be completed prior  
21 to final determination by the Zoning Board of Appeals. He said that Mr. Blue cannot sign the  
22 County road agreement without approval by the County Board and the earliest date that he can obtain  
23 that approval is October 4<sup>th</sup>. Mr. Blazer stated that if the County Road Agreement is approved by the  
24 State's Attorney's office the ZBA could find that approval adequate and move forward with the final  
25 determination for the case. He said that the township road agreement for Pilot Township in  
26 Vermilion County is in draft form and the provisions in that agreement would be similar to the road  
27 agreement for Compromise and Ogden townships. He said that there are some issues that he and  
28 Sheryl Kuzma are working through but there is a deadline and it is hopeful that the Pilot,  
29 Compromise and Ogden Township's Road Agreements will be completed by the September 29<sup>th</sup>  
30 meeting.  
31

32 Mr. Leuchtmann stated that he will now address the requested waivers. He said that Waiver #1  
33 requests to waive the standard condition of 6.1.4 A.1.(e) that requires the special use permit area to  
34 include a minimum of 40 feet wide area for electrical lines. He said that Invenergy will disclose the  
35 locations after construction so that they can deal with any issues such as avoiding drainage tile or  
36 other field conditions that they are unaware of at this time.  
37

38 Mr. Leuchtmann said that Waiver #2 requests to waive the standard condition of 6.1.4 A.2.(b) that

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1 requires a wind farm to be a minimum of one mile from the CR District to allow wind farm wiring to  
2 be less than one mile from the CR District. He said that Waiver #2 will not be required because the  
3 CR District will be avoided and no wiring will run through that area.

4  
5 Mr. Leuchtmann said that Waiver #5 requests to waive the standard condition of 6.1.4.D.9 that  
6 requires wind farm towers to be protected by non-climbing devices 12 feet vertically from the base.  
7 He said that the towers are solid mono-pole towers with lockable doors at the bottom therefore the  
8 ability to climb the tower is mitigated as opposed to a trellis type structure.

9  
10 Mr. Leuchtmann said that Waiver #10 requests to waive the standard condition of 6.1.4 P.4.(b) that  
11 requires the applicant to gradually pay down 100% of the value of the irrevocable letter of credit by  
12 placing cash deposits in an escrow account over the first 13 years of the Wind Farm operation. He  
13 said that they proposed to the State's Attorney an agreement that would equate to 25% of the  
14 financial assurance in an escrow account which would be available in the first year and the remaining  
15 financial assurance would be adjusted on a five year basis to cover any kind of adjustments in  
16 inflation for decommissioning expenses or salvage value throughout the life of the project.

17  
18 Mr. Leuchtmann stated that Invenenergy feels that Waiver #10 is in line with the purpose and intent of  
19 the Ordinance because they are still providing adequate security for decommissioning the project in  
20 the form of 210% of the decommissioning expenses they are willing to put that amount up as  
21 financial assurance to the County and in addition the salvage value is taken into account but  
22 reviewed on a consistent basis so that engineers can adjust the value based on the fluctuation of scrap  
23 steel prices. He said that the special conditions and circumstances that exist with the project is  
24 related to the fact that the wind farm is the first potential wind farm in Champaign County. He said  
25 that the County has not done a special use permit or decommissioning agreement and the true  
26 securitization of the project is Invenenergy's Power Purchase Agreement with the utility company. He  
27 said that this is an industrial project in an agricultural area which is not typical therefore Invenenergy is  
28 attempting to find a good mix for approval of the special use. He said that it is a financial hardship  
29 to have the required amount of money in a cash account or Letter of Credit if the salvage value is not  
30 being recognized. He said that when other demolition projects are reviewed the salvage value is  
31 always taken into account because if it isn't the County will have to pay for the salvaging. He said  
32 Invenenergy is trying to achieve a reclamation agreement which balances how they are protecting the  
33 County as well as California Ridge from being at a disadvantaged position in not moving forward  
34 because of too many requirements.

35  
36 Mr. Blazer stated he has been authorized to advise the Board that Invenenergy has entered into a Power  
37 Purchase Agreement although he is not at liberty to disclose all of the terms of the agreement  
38 because there are some ancillary issues that still need to be worked out but the agreement itself has

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1 been executed. He said that in regards to the periodic review of salvage value, the Draft  
2 Decommissioning Agreement is to be reviewed every five years but Mr. Hall suggested a more  
3 frequent period would be acceptable. Mr. Blazer stated that Invenergy is willing to review the  
4 salvage value every three years although there are more costs each time the review is completed but  
5 one of the nice things about doing it every three years rather than five would be that Invenergy could  
6 tie a term of a Letter of Credit to the periodic review time frame. He said that if it is a three year  
7 review period Invenergy could do a Letter of Credit which would automatically renew over a three  
8 year period and the Letter of Credit would only change when, upon review, the amount changes. He  
9 said that the County would always have more than adequate security on a rolling basis and would  
10 know where the County stands in terms of what the value of the security is in relation to what the  
11 actual costs may be for decommissioning.

12  
13 Mr. Blazer stated that Waiver #3 requests to waive the standard conditions of 6.1.4 C.3 and 6.1.4 C.  
14 8 that require the application to include copies of all private waivers of wind farm separations. He  
15 said that they are requesting this waiver on behalf of the participants because all of their easement  
16 agreements already have waivers in them. He said that the easement agreements are private  
17 agreements and are not recorded at the Recorder's Office. He said that all of the easement  
18 agreements are identical in terms of the boiler plate language. He read Section 8.4 of the easement  
19 agreement reads as follows: Owner shall assist and fully cooperate with grantee, at no out-of-pocket  
20 expense to the owner, in complying with or obtaining any land use permits and approvals, building  
21 permits, environmental impact reviews or any other approvals (collectively the "Approvals")  
22 required for the financing, construction, installation, monitoring, replacement, relocation,  
23 maintenance, operation or removal of wind power facilities, including execution, if necessary, of  
24 applications for such approvals, and including participating in any appeals or regulatory proceedings  
25 respecting the wind power facilities. Owner hereby appoints Grantee as its agent for the purpose of  
26 preparing, executing, applying for, submitting and prosecuting, in Owner's name, any and all such  
27 approvals on behalf of the owner, provided, however, that all costs incurred in connections with such  
28 approvals shall be borne solely on Grantee to the extent permitted by law. Owner hereby waives  
29 enforcement of any applicable setback requirements respecting the wind power facilities to be placed  
30 on the property or any such facilities to be placed upon property adjacent to the owner's property.

31  
32 Mr. Blazer stated that Waiver #4 requests to waive the standard condition of 6.1.4 D. 1(a) that  
33 requires certificates of design compliance from Underwriters Laboratories ("UL") or an equivalent  
34 third party. He said that it was suggested in Vermilion County that a condition of the special use  
35 permit be that commencement of commercial operations cannot occur until the certification is  
36 provided. He said that this would not give rise to any public safety risk, since the wind farm could  
37 not commence commercial operations until the condition was met. He said that Invenergy expects  
38 the design certification to be completed and produced by the end of the year.

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1  
2 Mr. Blazer stated that Waiver #6 requests to waive the standard condition of 6.1.4 F. 1 that requires a  
3 signed Roadway Upgrade and Maintenance Agreement prior to the close of the public hearing before  
4 the Zoning Board of Appeals. He said that Waiver #6 has already been addressed by Mr.  
5 Leuchtman. Mr. Blazer suggested that upon confirmation from Jeff Blue, County Engineer,  
6 indicating that he agrees with agreement and will recommend it to the County Board along with a  
7 similar statement from the State's Attorney and if necessary from outside counsel this, could be  
8 considered adequate for the ZBA to proceed forward.

9  
10 Mr. Blazer stated that Waiver #7 requests to waive the standard condition of 6.1.4 F.1.u. which  
11 requires that street upgrades be in accordance with IDOT Bureau of Local Roads manual, 2005  
12 edition. He said that the BLR manual imposes a lot of requirements that do not apply to the project.  
13 Mr. Blazer stated that, per Jeff Blue's recommendation, Invenenergy has incorporated the appropriate  
14 BLR requirements into the road agreement itself in addressing repairs and road upgrades as  
15 necessary. He said that this is an additional justification for waiving the requirement in the  
16 Ordinance because it has now been made a special provision in the road agreement.

17  
18 Mr. Blazer stated that Waiver #8 requests to waive the standard condition 6.1.4 I.1. that requires the  
19 noise level of each wind farm tower and that the wind farm is to be in compliance with the Illinois  
20 Pollution Control Board regulations at the residential property line rather than to be in compliance  
21 just at the dwelling. He said that he provided a memorandum dated August 26, 2011, to John Hall  
22 for distribution at the September 1, 2011, public hearing for Board review regarding the point of  
23 measurement for IPCB Noise Regulations. He said that the Ordinance requires compliance with the  
24 IPCB noise regulations and those regulations require the measurement to be at the residence and not  
25 at the property line.

26  
27 Mr. Blazer stated that Waiver #11 requests to waive the standard condition for 6.1.4 S. 1.(c)(3) that  
28 requires that locations of wind turbines for the zoning use permit application cannot increase the  
29 noise impact over that approved in the special use permit. He said that they are concerned that the  
30 way the Ordinance is written it could be interpreted to require that Invenenergy comply with the noise  
31 modeling that Mr. Casey presented during his testimony which is below the regulations. Mr. Blazer  
32 stated that the highest noise level that was recorded was 45 decibels in an area where during the  
33 daytime the IPCB would allow 51 decibels and at night-time allow 61 decibels. He said that the  
34 regulations are 51 decibels and 61 decibels and not 45 decibels therefore the waiver is being  
35 requested that the requirement is consistent with the Ordinance in that they are to comply with the  
36 IPCB regulations and not the lower limit that they say they will achieve at that area.

37  
38 Mr. Blazer stated that Waiver #9 requests to waive the standard condition of 6.1.4 J. that requires

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1 the application to contain a copy of the Agency Action Report from the Illinois Department of  
2 Natural Resources Endangered Species Program. He said that the Ordinance requires the submission  
3 of a Consultation Agency Action Report from the Illinois Department of Natural Resources  
4 Endangered Species Program. He said that the form is an official form that IDNR generates although  
5 Invenergy did not use the form and completed the consultation process by correspondence which the  
6 IDNR accepted. He said that IDNR issued their consultation report on December 4, 2009, and  
7 updated it on August 18, 2011. He said that Invenergy is simply requesting the waiver because they  
8 did not use the specific form, as indicated in the Ordinance, and IDNR did not require that they use  
9 the form.

10  
11 Mr. Thorsland asked the Board if there were any questions for Mr. Leuchtmann and there were none.

12  
13 Mr. Thorsland asked if staff had any questions for Mr. Leuchtmann and there were none.

14  
15 Mr. Thorsland asked the audience if anyone desired to cross examine Mr. Leuchtmann.

16  
17 Mr. Matt Cavalenes, who resides at Catlin, Illinois, referred his questions to the Invenergy California  
18 Ridge Energy Project, Champaign County Special Use Permit Application, dated June, 2011. He  
19 asked Mr. Leuchtmann if the information on page 1-2, Table 1-1, Invenergy's Completed Wind  
20 Projects and Projects under Construction, which indicates 28 projects of which five are listed as  
21 being sold is accurate.

22  
23 Mr. Leuchtmann stated that he cannot verify the information in Table 1-1.

24  
25 Mr. Cavalenes asked if it is typical for Invenergy to obtain approval for a wind project, construct the  
26 project and then sell it.

27  
28 Mr. Leuchtmann stated that typically Invenergy owns, develops and operates the wind projects.

29  
30 Mr. Cavalenes stated that page 4-2, Section 4.1.1, Description of Wind Turbines, Foundation Design  
31 indicates that geotechnical survey and turbine tower load specifications will dictate final design  
32 parameters of the foundations. He asked if soil borings will be taken at each foundation location.

33  
34 Mr. Leuchtmann stated yes.

35  
36 Mr. Cavalenes asked if the foundations will be prepared by an Illinois Licensed Professional  
37 Engineer or Structural Engineer.

38

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1 Mr. Leuchtmann stated yes.

2  
3 Mr. Cavalenes asked if Champaign County has qualified staff to review the designs and oversee that  
4 the design specifications are adhered to.

5  
6 Mr. Leuchtmann stated that he cannot answer Mr. Cavalenes questions regarding Champaign County  
7 staffing.

8  
9 Mr. Thorsland noted that Champaign County staffing was not part of Mr. Leuchtmann's testimony.

10  
11 Mr. Cavalenes stated that page 4-10, Section 4.3.6, Decommissioning and Restoration, the second  
12 sentence of the third paragraph states that based on estimated costs of decommissioning and the  
13 salvage value of decommissioned equipment, which is the estimate use by a structural engineer, the  
14 salvage value of the wind farm will be less than the cost of decommissioning. He said that the last  
15 two sentences of the same paragraph states that the salvage or resale value of each turbine is  
16 estimated to be \$180,785 dollars. This does offset the anticipated decommissioning costs. He asked  
17 Mr. Leuchtmann to indicate which statement is correct.

18  
19 Mr. Leuchtmann stated that the second statement is correct. He said that Jim Booty, independent  
20 engineer, prepared the decommissioning report but submitted a revised document to Champaign  
21 County and that the first report contained a typo.

22  
23 Mr. Cavalenes stated that page 3 of Appendix B: California Ridge Wind Energy Project  
24 Decommissioning Report, regarding Access Road Decommissioning and Public Street Repair, states  
25 that access road decommissioning will involve the removal and transportation of the aggregate  
26 materials from the site to a nearby site where the aggregate can be processed for salvage. Mr.  
27 Cavalenes asked if the removal and transportation of the aggregate materials from the site to a nearby  
28 site was included in the decommissioning cost.

29  
30 Mr. Leuchtmann stated that the removal and transportation of the aggregate materials was not taken  
31 into account in the decommissioning plan but is something that the demolition contractor will  
32 attempt to do.

33  
34 Mr. Cavalenes stated that the last paragraph on page 6 of Appendix B: California Ridge Wind  
35 Energy Project Decommissioning Report, regarding Summary of Decommission Costs, states that  
36 the estimated total costs of the project can be completely recovered by the salvage and resale value of  
37 the turbine components. He said that the second paragraph on page 6, Financial Assurance, states  
38 that for Champaign County, financial assurances shall be 210% of an independent professional

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1 engineer's cost estimate to complete the decommissioning, or less, if specifically authorized by the  
2 County Board. Mr. Cavalenes noted that 210% of zero is zero.  
3  
4 Mr. Leuchtmann stated that Mr. Cavalenes is correct. He said that they are working to obtain what  
5 the County requires for financial assurance and they are taking into account other items such as road  
6 improvements, which the report does not indicate but will be included in the reclamation agreement.  
7  
8 Mr. Cavalenes asked Mr. Leuchtmann to indicate the actual amount of the financial assurance for  
9 Champaign County.  
10  
11 Mr. Leuchtmann stated that the actual amount is still being determined.  
12  
13 Mr. Cavalenes asked Mr. Leuchtmann to indicate the actual amount of the Letter of Credit.  
14  
15 Mr. Leuchtmann stated that the actual amount of the Letter of Credit is also to be determined. He  
16 said that at this point he does not know the amount.  
17  
18 Mr. Cavalenes stated Section 1.A 1. of the Reclamation Agreement received on August 30, 2011,  
19 indicates that salvage value means recoverable costs from the product including steel, concrete and  
20 other base metals but shall not include the value of any reclaimed roadway material. He asked Mr.  
21 Leuchtmann to indicate the salvage value of concrete.  
22  
23 Mr. Leuchtmann stated that if the concrete can be demolished properly it can have a lot of value but  
24 it is not being recognized in the financial assurance.  
25  
26 Mr. Cavalenes stated that Appendix B indicates that the concrete will be included in the salvage  
27 value.  
28  
29 Mr. Leuchtmann stated that the concrete is not recognized as a salvage review in the  
30 decommissioning plan. He said that the only materials that are recognized in the decommissioning  
31 plan are the steel, copper and the transformer.  
32  
33 Mr. Cavalenes stated that there is a positive salvage value per turbine of approximately \$16,000  
34 dollars. He said that Section 1.A.3 of the Reclamation Agreement indicates that financial assurance  
35 will be calculated by multiplying the decommissioning expense by 210%. He said that 210% of zero  
36 is still zero.  
37  
38 Mr. Leuchtmann stated that the decommissioning plan that was provided by HDR was to give base

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1 information related to decommissioning expenses to take down the turbines and take out foundations  
2 and other items as well as recognize what salvage value of scrap steel is at this time. He said that the  
3 roadway improvements are not included in the decommissioning plan because Mr. Booty does not  
4 have a good estimate of what that value is but once we get to a reclamation agreement a solid  
5 number will be inserted as to the financial assurance and once the State's Attorney reviews it the  
6 Letter of Credit will be determined for this year.

7  
8 Mr. Cavalenes asked when the taxpayers will see those numbers.

9  
10 Mr. Thorsland noted that only a proposed reclamation agreement has been submitted.

11  
12 Mr. Thorsland asked the audience if anyone else desired to cross examine Mr. Leuchtmann.

13  
14 Ms. Kim Schertz, who resides at Hudson, Illinois, asked Mr. Leuchtmann if he testified at the last  
15 hearing that Invenergy did not intend to purchase any right-of-way access along the side of the roads.

16  
17 Mr. Leuchtmann stated that he did not testify to that.

18  
19 Ms. Schertz asked if the road agreement includes purchase of access roads for the 60 foot right-of-  
20 way so that they can make the corners.

21  
22 Mr. Leuchtmann stated that the township road agreements are still under discussion.

23  
24 Ms. Schertz asked Mr. Leuchtmann asked if this was a concern.

25  
26 Mr. Leuchtmann stated that he cannot answer Ms. Schertz's question.

27  
28 Mr. Blazer stated that he received a request from Sheryl Kuzma that they not publically discuss the  
29 ongoing negotiations regarding the township road agreements and they will respect her request.

30  
31 Mr. Thorsland noted that the Board does not have the road agreements to review therefore Mr.  
32 Leuchtmann is doing his best to answer Ms. Schertz's questions.

33  
34 Mr. Thorsland asked the audience if anyone else desired to cross examine Mr. Leuchtmann.

35  
36 Ms. Deanne Sims, who resides at 2765 CR 2500N, Penfield, Illinois, stated that at the last hearing  
37 she specifically asked if there were any guidelines regarding the decommissioning plan and she was  
38 told that the guidelines were in the application.

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Mr. Leuchtmann stated that the guidelines are not in the application but are indicated in the *Champaign County Zoning Ordinance*.

Ms. Sims stated that Mr. Blazer indicated that they are requesting to change the time table for the road agreement approval and suggested a change in the Ordinance. She asked if Invenenergy is requesting that Champaign County actually amend the Ordinance to accommodate Invenenergy's request.

Mr. Leuchtmann stated that Mr. Blazer was basically stating that the Ordinance was ambiguous and was not suggesting that the Ordinance be revised to accommodate Invenenergy's request.

Mr. Thorsland asked if anyone else desired to cross examine Mr. Leuchtmann and there was no one.

Mr. Thorsland called John Hall.

Mr. John Hall, Zoning Administrator, distributed a new Supplemental Memorandum dated September 8, 2011, for the Board's review. He said that attached to the memorandum are the minutes from the September 1, 2011, meeting which will be on the September 29, 2011, agenda for approval and an e-mail from Mary L. Mann. He said that Mary L. Mann is a non-participating landowner who resides at 2778 CR 2550N, Penfield, Illinois, and has strong concerns regarding two turbines which appear to be very near to her property. He said that the Champaign County Non-Participating Dwelling Separation Summary Map that was received on July 29, 2011, indicates that the Mann residence is so far from the proposed turbines that a dimension was not indicated. He said that the Ordinance is mainly interested in homes which are within 1,500 feet of turbines and it appears that the Mann residence is more than 1,500 feet from the nearest turbines. He said that he let Mr. Leuchtmann know about Ms. Mann's concerns and Mr. Leuchtmann is working on a map that will show those plan dimensions. Mr. Hall stated that as far as he can tell the separation distance is the only technical, substantive concern that Ms. Mann mentions in her e-mail. He said that he spoke to Ms. Mann today in the office but did not gain any further insight into her concerns and he made her aware of the tonight's meeting and the meeting on September 29<sup>th</sup>.

Mr. Thorsland asked the Board if there were any questions for Mr. Hall and there were none.

Mr. Thorsland called Mr. Jeff Blue.

Mr. Jeff Blue, County Engineer, confirmed what Mr. Leuchtmann and Mr. Blazer have indicated regarding the County Road Use Agreement. He said that the agreement is 99% complete and all of

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1 the details have been hammered out. He said that the agreement has to be submitted to the State's  
2 Attorney for approval. Mr. Blue stated that he does not have the authority to sign the agreement. He  
3 said that the agreement has to be signed by the County Board Chair and before the County Board  
4 Chair can do such there has to be a resolution that is passed by the County Board giving the County  
5 Board Chair the authority to sign the agreement. He noted that he is the party that negotiated the  
6 road agreement with Invenergy for the California Ridge Wind Farm Project but he does not have the  
7 authority to sign the agreement on behalf of the County. He said that the agreement will need to go  
8 to the County Board Committee of the Whole meeting during the first week of October and then to  
9 the full County Board on October 20<sup>th</sup> for approval.

10  
11 Mr. Thorsland asked the Board if there were any questions for Mr. Blue.

12  
13 Mr. Courson asked Mr. Blue if there were copies of the draft road agreement for the ZBA to review.

14  
15 Mr. Blue stated that Ms. Kuzma has advised that the road agreement should be reviewed by the  
16 State's Attorney before it is viewed by the public. He said that once the State's Attorney has  
17 approved the agreement it could be forwarded to John Hall for distribution.

18  
19 Mr. Miller asked Mr. Blue if all of the road concerns from the township road commissioners have  
20 been addressed.

21  
22 Mr. Blue stated that he is only discussing the County Road Use Agreement which will only deal with  
23 county highways and there will be a separate agreement with Invenergy and the township road  
24 commissioners. He said that the township road agreements will not go before the County Board  
25 because it is the township road commissioner's job to work through the agreement with Invenergy  
26 and the road commissioner will sign-off on those agreements. He said that there will be three road  
27 agreements because there will be a road agreement for each township, Ogden and Compromise and  
28 the County agreement. He noted that there are only two miles of County highway which will be  
29 impacted by the project.

30  
31 Mr. Thorsland asked the Board if there were any additional questions for Mr. Blue and there were  
32 none.

33  
34 Mr. Thorsland asked if staff if there were any questions for Mr. Blue.

35  
36 Mr. Hall asked Mr. Blue if the agreement that will be forwarded to the County Board is an agreement  
37 that he would have signed on his own if he had the authority.

38

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1 Mr. Blue stated yes. He said that he will recommend approval of the County Road Use Agreement.  
2  
3 Mr. Hall stated that as soon as the agreement is reviewed by the State's Attorney and Mr. Blue is  
4 confident in releasing the agreement staff will obtain a copy and distribute it to the Board for review.  
5  
6 Mr. Thorsland asked the audience if there were any questions for Mr. Blue.  
7  
8 Mr. Thorsland reminded the audience that only questions regarding Mr. Blue's testimony are allowed  
9 during cross examination.  
10  
11 Mr. Darrell Cambron asked if the public will have a chance to review the road use agreement prior to  
12 County Board approval.  
13  
14 Mr. Thorsland informed the audience that the road use agreement will be placed on the County  
15 website and will also be included as part of the mailing packet for public review.  
16  
17 Mr. Thorsland reminded the audience that anyone who desires to present testimony must sign the  
18 witness register. He reminded the audience that when they sign the witness register they are signing  
19 an oath.  
20  
21 Mr. Thorsland called Ruth Hunt to testify.  
22  
23 Ms. Ruth Hunt declined to testify at this time.  
24  
25 Mr. Thorsland called Darrell Cambron to testify.  
26  
27 Mr. Darrell Cambron, who resides at 2730E CR 3700N, Rankin, Illinois, stated that he has reviewed  
28 the requested waivers and he believes that the Board has completed a lot of work on the Ordinance in  
29 developing regulations that are to be followed therefore no waivers should be granted and Invenergy  
30 should be required to follow all of the rules as they are written. He said that the Board should take  
31 it's time because there is no need to hurry with the review of this project. He distributed several  
32 documents for the Board's review. He said that one of the documents is a verified complaint to the  
33 Public Service Commission of Wisconsin from Jason and Ann Wirtz versus Invenergy, LLC. He  
34 said that a waiver has been requested in Champaign County for the design certification and  
35 Vermilion County has authorized Invenergy to proceed up to the point of starting construction. He  
36 said that the design certification is an important safety factor and he urged the Board to not grant any  
37 waivers regarding the design certification.  
38

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ZBA

1 Mr. Thorsland asked the Board if there were any questions for Mr. Cambron and there were none.  
2  
3 Mr. Thorsland asked if staff had any questions for Mr. Cambron and there were none.  
4  
5 Mr. Thorsland asked the audience if anyone desired to cross examine Mr. Cambron.  
6  
7 Ms. Kim Schertz asked Mr. Cambron if he is aware of any turbines in Illinois which are similar to  
8 the proposed turbines for the wind project.  
9  
10 Mr. Thorsland stated that Mr. Cambron did not testify that he was an expert in design certification  
11 and only requested that no waivers be approved.  
12  
13 Ms. Schertz asked Mr. Cambron to indicate why no waivers should be approved.  
14  
15 Mr. Cambron stated that it appears to be a significant part of safety assurance in the Ordinance  
16 therefore he does not understand why the Board would consider waiving such an important part of  
17 the Ordinance.  
18  
19 Mr. Thorsland asked the audience if anyone else desired to cross examine Mr. Cambron and there  
20 was no one.  
21  
22 Mr. Thorsland called Deanne Sims to testify.  
23  
24 Ms. Deanne Sims, who resides at 2765 CR 2500N, Penfield, Illinois, stated that page 4-8 of the  
25 Invenergy Special Use Permit Application, Section 4.2.4, Complaint Hotline indicates the following:  
26 Prior to beginning construction, California Ridge will establish a telephone number hotline for the  
27 general public to call with any questions, comments, or complaints. The hotline will be available  
28 throughout the entire term of the County Board Special Use Permit and extension. The telephone  
29 number will be publicized and posted at the O&M facility. The hotline will be manned during usual  
30 business hours. All complaints will be logged with the caller's name, address, and reason for calling.  
31 All calls will be recorded and those recordings will be kept for a minimum of two years. California  
32 Ridge will take all necessary measures to resolve all legitimate complaints. A copy of the telephone  
33 number hotline shall be provided to the Zoning Administrator on a monthly basis.  
34  
35 Ms. Sims stated that it is her understanding that the only O&M facility is located somewhere in  
36 Vermilion County. She asked who will decide which complaints are legitimate and which are not.  
37 She said that she believes that a legitimate complaint would be if her telephone is not working for  
38 two or three days and it should not be a month or two later before the Board hears about it for action.

ZBA

1  
2 Ms. Sims stated that on page 4-9, Section 4.3.3, Construction Activities, indicates the following:  
3 California Ridge shall maintain a current general liability policy covering bodily injury and property  
4 damage with limits of at least \$5 million per occurrence and \$5 million in the aggregate. The same  
5 shall apply to all contractors and subcontractors during the construction process. The general liability  
6 policy shall identify landowners in the Special Use Permit as additional insured. Proof of such  
7 insurance shall be kept current and on file at the County Board office.

8  
9 Ms. Sims stated that she called her State Farm agent today and asked them what kind of coverage she  
10 would have if the access road was placed along the side of her yard. She asked her agent who would  
11 be responsible if her basement wall cracked due to the construction equipment moving back and  
12 forth along the road and she was informed that her homeowner's policy under State Farm would not  
13 be responsible. She said that State Farm indicated that whoever the developer is for the project  
14 would be responsible for repair of any damage. She said that careful review of the general liability  
15 policy should be completed by the County so that it includes homeowner's who may have damage  
16 due to the construction process. She said that her agent advised her to videotape her basement walls  
17 as they are currently and any construction that is occurring near her home and if any damage occurs  
18 she should videotape that damage as well.

19  
20 Ms. Sims submitted photographs as Documents of Record for the Board's review. She said that  
21 Photo #1, indicates the location of the sound device which is near the intersection of CR 2500N and  
22 2600E. She said that the photograph indicates row crop fields but there are photographs in the  
23 application which indicate how the fields appeared when the noise study was completed. She said  
24 that Photo #2 indicates the road sign for CR 2650E and the roof top of a blue building which is a soil  
25 testing facility and the railroad crossing. She said that CR 2700E, which is designated over and over  
26 again in the application, is actually CH 22. She said that Photo #3 indicates the site located at  
27 intersection of 2200N and CH 22 and the white building in the photograph is occupied by Osterbur  
28 Trucking. She said that when the noise study was conducted in May there would have been a lot of  
29 noise generated from the Osterbur Trucking site and CH 22. She said that Photo #4 was taken from  
30 the same location as Photo #3 although it indicates the scenery to the east of the intersection. She  
31 said that Photo #5 was taken from the same location as Photos #3 & 4 although it indicates the  
32 scenery to the west of the intersection. She noted that next to the railroad tracks there is a large  
33 metal bridge which covers a big ditch and she is sure that there would have been water in the ditch  
34 during the month of May. She noted that the report did not indicate the weather conditions during  
35 the study.

36  
37 Ms. Sims stated that page 5-1, Section 5.2.1, Description of Resources, indicates that daytime  
38 background noise levels were dominated by vehicular traffic and natural sources. She said that the

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1 previous sentence may be true but freight running back and forth on the railroad tracks cannot be  
2 ignored. She said that Section 5.2.1, also states that nighttime background noise levels were  
3 generally dominated by natural resources. She said that the report later indicates that nighttime  
4 noises may have been higher because of the noise which is generated by the actual machine itself.  
5 She said that page 5-3, Section 5.2.3, Operation Noise, states that nighttime analysis results indicate  
6 that noise from 134 wind turbines are at least 1 dB below the maximum allowable noise limit in all  
7 octave bands at all noise-sensitive receivers within one mile of the project area. She said that she  
8 would suppose that the statement in Section 5.2.3 would be okay if there were only one wind turbine  
9 near her home but there are more than that and it was previously indicated that for every 3dB is a  
10 doubling therefore having more than just one would be a doubling of the noise.

11  
12 Ms. Sims stated that page 5-22, Section 5.9.5, Impacts, discusses the avian study completed by  
13 WEST in the project area. She said that on two different occasions she noticed a man standing in the  
14 middle of the road which is not unusual since this project began in 2009 because she has had many  
15 people take pictures of her home, yard, her neighbor's house, etc. She said that finally she went out  
16 and asked the man what he was doing and he indicated that he was counting birds along Ms. Mary  
17 Mann's fence. She said that she thought that the man's process was odd because if you wanted to  
18 know how many birds were in an area you wouldn't stand in front of an open field with an electric  
19 fence behind you. She said that Photograph III, included in Appendix E, is a photo of Mary Mann's  
20 house and one of her llamas and Photograph II is the field in front of Ms. Mann's home which is also  
21 a proposed location of one of the turbines.

22  
23 Ms. Sims stated that Photos #6 & 7, submitted as a Document of Record, indicates a tree line near  
24 her property which goes pretty far through the field and from what she can tell the location of the tree  
25 line is the location of the proposed access road for Turbine #28. She said that she is not sure but  
26 perhaps no bird study was taken at this location because the trees will be removed for the 40 foot  
27 access road. She said that Photo #8 indicates the scenery from her back yard and this is the location  
28 of one of the proposed wind turbines. She said that Photo #9 indicates the scenery to the east of her  
29 home which appears to be the proposed location of the access road for Turbine #29. She asked if  
30 since her neighbor has signed a waiver for separation if her property rights are also waived. She said  
31 that Photo#10 indicates the MET tower which is where the bat survey was completed. Ms. Sims  
32 asked why the bat study wasn't completed near a tree line or fence row rather than in an open field  
33 near a MET tower when the report indicates that the bat's habitat is in trees.

34  
35 Ms. Sims stated that page 9 of Appendix C, Section 7.0: Construction Noise, states that construction  
36 would primarily occur over the course of a daytime shift during normal working hours, although it is  
37 possible that extensions of the basic workday, or moderate amounts of evening or weekend work  
38 would occur. However, increases in ambient sound associated with construction activities would

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1 typically take place only during weekday daytime hours from 7 a.m. to 10 p.m., so there would be  
2 little if any construction noise at night. The average individual is likely to tolerate sound associated  
3 with construction, given its temporary nature and the fact that the majority of the construction will  
4 take place during daytime hours, (i.e., when acceptance of noise is higher and the risk of sleep  
5 disturbance and interference with relaxation activities is low). While construction sound emissions  
6 will be discernable at some locations they are not expected to increase ambient noise levels  
7 significantly for any appreciable period of time.  
8

9 Ms. Sims stated that according to the previously read text the typical daytime hours are 7 a.m. to 10  
10 p.m. but her husband works 3<sup>rd</sup> shift and he arrives home at 7:30 a.m. and sleeps during the day. She  
11 said that she knows of two other gentlemen who are also employed by the same place and are on the  
12 same work shift. She said that this is the main reason that the hotline is important in regards to noise  
13 complaints.  
14

15 Mr. Thorsland asked the Board if there were any questions for Ms. Sims and there were none.  
16

17 Mr. Thorsland asked if staff had any questions for Ms. Sims.  
18

19 Mr. Hall asked Ms. Sims if it is her understanding that the noise results only take into account one  
20 turbine.  
21

22 Ms. Sims stated yes.  
23

24 Mr. Hall stated that was not his understanding.  
25

26 Ms. Sims asked if it is Mr. Hall's understanding that the total of 134 turbines would be 1dB under  
27 the maximum.  
28

29 Mr. Hall stated that his understanding is that they analyzed all 134 turbines, which is many more than  
30 what is proposed in Champaign County, and the results are that they did not find any exceedances  
31 but depending on where a home is located the property could be hearing the noise from one, two,  
32 three or four turbines.  
33

34 Ms. Sims stated that even if there were four turbines near her home they would still be under the  
35 sound noise.  
36

37 Ms. Hall stated that the analysis indicates that they would still be under but he is not a sound  
38 professional therefore he cannot evaluate the analysis. He said that the large table in the noise

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1 appendix does not indicate any area that exceeds the State standards.  
2  
3 Ms. Sims stated that she has been advised to purchase her own noise meter. She requested that the  
4 County have some sort of administrator to oversee the project so that nothing is missed such as  
5 location of the turbines, access roads, etc.  
6  
7 Mr. Hal stated that the County does not have the staff to meet Ms. Sims' request.  
8  
9 Mr. Thorsland informed Ms. Sims that the Zoning Board of Appeals requested that the County Board  
10 approve funds for a sound engineer to analyze the sound and the County Board denied the request.  
11  
12 Mr. Thorsland asked the audience if anyone desired to cross examine Ms. Sims. He reminded the  
13 audience to state their name and address for the record and limit questions to only what Ms. Sims  
14 testified to.  
15  
16 Ms. Ruth Hunt asked Ms. Sims to indicate what the noise level was that Invenenergy came up with.  
17  
18 Ms. Sims stated that there are pages and pages of charts and numbers in the application regarding  
19 noise.  
20  
21 Ms. Hunt asked if there was number which Invenenergy has to adhere to for noise levels.  
22  
23 Ms. Sims stated that the noise level is one of the listed waivers.  
24  
25 Ms. Hunt stated that in Oregon.  
26  
27 Mr. Thorsland interrupted Ms. Hunt to remind her that Ms. Sims' testimony did not include any  
28 numbers regarding sound and discussing Oregon would be introducing new evidence.  
29  
30 Ms. Hunt stated that she would assume that Invenenergy would be required to stay compliant within a  
31 certain number. She asked if it will be assumed that the guideline will be 51 and 61.  
32  
33 Mr. Thorsland stated that California Ridge Special Use Permit Application is on the County website  
34 for public viewing. He said that the sound analysis and receptor data can be reviewed.  
35  
36 Ms. Hunt asked if there was no one to enforce the noise.  
37  
38 Mr. Thorsland stated that the County Board denied the ZBA's request to hire a noise consultant.

ZBA

1  
2 Mr. Thorsland informed Ms. Hunt that if she would like to present new testimony she should sign the  
3 witness register and she will be called upon but Ms. Sims is not a sound expert and she did not  
4 testify as such.  
5  
6 Mr. Thorsland asked the audience if anyone else desired to cross examine Ms. Sims. He reminded  
7 the audience to state their name and address for the record and limit questions to only what Ms. Sims  
8 testified to.  
9  
10 Ms. Kim Schertz stated that Ms. Sims submitted several photographs which included the railroad  
11 track. She asked Ms. Sims how close is her house from the railroad tracks.  
12  
13 Ms. Sims stated that the railroad tracks are one-half mile from her home.  
14  
15 Ms. Schertz asked Ms. Sims how close is her house from the trucking facility.  
16  
17 Ms. Sims stated that Osterbur Trucking is three miles from her home.  
18  
19 Ms. Schertz asked Ms. Sims how close is her house from the bridge.  
20  
21 Ms. Sims stated that the bridge is also three miles from her home.  
22  
23 Ms. Schertz asked Ms. Sims if the one location which indicates all the extremely high commercial  
24 noises is representative of the noise that is heard at her property.  
25  
26 Ms. Sims stated no.  
27  
28 Ms. Schertz asked Ms. Sims if she feels that the noise violations at her house will exceed 1dB once  
29 the turbines are constructed.  
30  
31 Ms. Sims stated yes.  
32  
33 Ms. Schertz asked Ms. Sims if she agrees with Mr. Casey's assessment that the noise study site is  
34 representative of the area.  
35  
36 Ms. Sims stated no.  
37  
38 Mr. Thorsland asked the audience if anyone else desired to cross examine Ms. Sims and there was no

ZBA

1 one

2

3 Mr. Thorsland stated that Board will take a five minute break.

4

5 **The Board recessed at 8:15 p.m.**

6 **The Board resumed at 8:22 p.m.**

7

8 Mr. Thorsland called Mr. Bill Ingram to testify.

9

10 Mr. Bill Ingram, who resides 107 Carrigan Court, Catlin, Illinois, stated that there are two ways to  
11 obtain information either by facts or emotion and too many times the information received is based  
12 on emotion. He said that a recent Freedom of Information request in the northern part of Illinois,  
13 regarding windmills, indicated that after much research each green wind job that has been generated  
14 in the State of Illinois was at a cost of \$8 million dollars. He said that the \$8 million dollars are our  
15 tax dollars and those dollars are in short supply in the State of Illinois. He said that this whole  
16 project which stretches across the State is about money because money drives everything. He said  
17 that money drives things up and it drives things down. He said that the history of the windmill  
18 industry is bad and when subsidies are gone so is the windmill company. He said that P.T. Barnham  
19 summed it up pretty well years ago and everyone should remember his quote.

20

21 Mr. Ingram stated that this project is like smoke and mirrors with the magician keeping your  
22 attention by waiving a little bit of money while he has his hand, up to his elbow, in your pocket.

23

24 Mr. Ingram stated that the subsidies for a green energy project like this are huge. He said that there  
25 is a bunch of legislation favoring the windmill industry and the legislation is passed while everyone  
26 else is asleep. He said that the wind companies come to an area and they wave their money  
27 indicating that the landowner can obtain that money if they sign a contract that probably should have  
28 been reviewed closer. He said that once the landowner signs the contract they are in the bag for as  
29 much as 50 years with very few rights and many of the questions are very vague and nebulous.

30

31 Mr. Ingram stated the wind companies obtain the legislation then they convince the landowners to  
32 sign up and those landowners appear before the County Board indicating that they are keeping the  
33 wind companies from placing windmills on their property. He said that the landowners may even  
34 form a lobbying group which includes the landowners and interested citizens and the group addresses  
35 the County Board which then begins to wonder what they are doing because they have never  
36 experienced such a request. He said that once the wind company sees the dismay in the County  
37 Board they offer to assist them with their decisions with a model regulation that they have created.  
38 He said that the wind company contacts the banks to see if they will finance the project and the bank

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1 indicates that they must be sure that it is a solid investment and the wind company indicates they  
2 have a buyer for the product, the power company. He said that the legislature passed a law which  
3 states that if there is green energy available the power company has to buy it and the power company  
4 has to buy it over a conventional power plant. He said that the Oakwood Power Plant was just shut  
5 down and moth balled. He said that the wind company has a buyer and a producer and they construct  
6 the project and subsidies begin to come in. He said that erection of windmills could cost \$2 to \$3  
7 million dollars and 50% of that is significant and that 50% goes to the developer. He said that the  
8 wind farm might be a good deal for some but once the contract is signed it can be sold two or three  
9 times.

10  
11 Mr. Ingram stated that the ZBA should think long and hard about the fact that there are no final  
12 answers regarding the reclamation agreement. He said that the ZBA is supposed to process this case  
13 and make a determination as to what is best for the County.

14  
15 Mr. Ingram stated that a lot of the interest regarding the wind project is geared towards education  
16 because education requires additional funding although it has been proven that increased funding  
17 will not improve education. He noted that the money for education does not occur for a long time  
18 because there is a deadline of the end of 2011 for some of the subsidies which might spur the wind  
19 developers into planning a bunch of wind turbines quickly before the deadline and there is another in  
20 2016. He said that a lot of people learned a lot when ENRON folded up because they kept double  
21 books, fleeced the public and while packing up their money they urged the shareholders and  
22 employees to purchase shares.

23  
24 Mr. Thorsland interrupted Mr. Ingram and requested that his testimony remain site specific. He said  
25 that the ZBA's task is to concentrate on the proposed turbines in Champaign County.

26  
27 Mr. Ingram stated that education is an issue and is a selling point for the wind turbines but what  
28 happens when the subsidies end.

29  
30 Mr. Thorsland asked the Board if there were any questions for Mr. Ingram and there were none.

31  
32 Mr. Thorsland asked if staff had any questions for Mr. Ingram and there were none.

33  
34 Mr. Thorsland asked the audience if anyone desired to cross examine Mr. Ingram.

35  
36 Ms. Kim Schertz asked Mr. Ingram how many jobs were actually created.

37  
38 Mr. Ingram stated that of the 15 wind farms reported on the Illinois Wind Energy Association

ZBA

1 (IWEA) website only eight wind farm projects appeared in the reports. He said that the eight  
2 projects totaled \$1.95 billion dollars in project costs and this created a total of 61 to 75 jobs.

3  
4 Mr. Thorsland asked the audience if anyone else desired to cross examine Mr. Ingram and there was  
5 no one.

6  
7 Mr. Thorsland called Ms. Kim Cambron to testify.

8  
9 Ms. Kim Cambron, who resides at 2736E CR 3700N, Rankin, Illinois, submitted the original signed  
10 letter from Gerry Meyers as a Document of Record. She said that Mr. Meyers also included a diary  
11 with the original letter. Ms. Cambron distributed supporting documents to the Board indicating peer  
12 review of the document titled, *Properly Interpreting the Epidemiologic Evidence about the Health*  
13 *Effects of Industrial Wind Turbines on Nearby Residents*, by Carl V. Phillips, PhD, that she  
14 submitted at the September 1<sup>st</sup> public meeting. She said page 2 of 16 of the document indicates the  
15 following: The purpose of this document is to inform authorities and decision makers of new  
16 evidence, including articles published in peer reviewed scientific journals which advance knowledge  
17 on the topic of adverse health effects of IWT's. She said that page 5 of 16 of the document indicates  
18 the following: "Subsequent to the July Ontario ERT decision nine peer reviewed articles have been  
19 published in a special August, 2011 edition of the scientific journal, *Bulletin of Science, Technology*  
20 *and Society (BSTS)*. These articles explore health and social impacts of IWT installations.<sup>22, 23, 24, 25,</sup>  
21 <sup>26, 27, 28, 29, 30</sup>" She read that there are nine footnotes and footnote 29 is the report written by Carl V.  
22 Phillips, PhD as indicated in the listing on page 13 of 16 of the submitted document.

23  
24 Ms. Cambron submitted the following additional Documents of Record: 1. *Caribou threatened by*  
25 *wind farms, expert says*; and 2. *Silence is Golden*; and 3. *Wind farms don't provide the perfect*  
26 *energy solution*; and 3. *Wind farm fight draws Capitol response*; and 4. *Our life with Dekalb wind*  
27 *turbines*.

28  
29 Mr. Thorsland asked the Board if there were any questions for Ms. Cambron and there were none.

30  
31 Mr. Thorsland asked if staff had any questions for Ms. Cambron and there were none.

32  
33 Mr. Thorsland asked the audience if anyone desired to cross examine Ms. Cambron and there was no  
34 one.

35  
36 Mr. Thorsland called Ms. Kim Schertz to testify.

37  
38 Ms. Kim Schertz, who resides at Hudson, Illinois, distributed the following Documents of Record to

## ZBA

1 the Board for review: 1. *White Oak Wind Farm Map of Noise Testing Location*; and 2. *Grand Ridge*  
2 *Wind Energy Project Map of Noise Testing Location*; and 3. *Concerns about Proposed Invenergy*  
3 *Wind Project Draws Capacity Crowd to Meeting in Brown County*; and 4. *Windmill Neighbors air*  
4 *Gripes over Noise; County Planners Grapple with Issue*; and 5. *Jessica's Story – Sheldon, NY*  
5 *Invenergy's High Sheldon wind Farm*; and 6. *Maintaining Wind Fleets: Dealing with Hidden Costs*;  
6 and 7. *Invenergy Turbine Blade Failure – Grand Ridge – LaSalle, IL*.

7  
8 Ms. Schertz stated that the document titled, *White Oak Wind Farm Map of Noise Testing Location*, is  
9 a map of the wind farm which is near her home. She said that the blue dot is the location that Mr.  
10 Casey decided was representative of the entire 22,000 acres. She said that the theme of the stapled  
11 packet, *Noise Measurements – Kim Schertz*, that was distributed is proof that Mr. Casey faked the  
12 noise studies. She said that the document indicates the noise measurements that she personally took  
13 during a two month period with a noise meter in comparison to Mr. Casey's data of two days. She  
14 said that her numbers are about 20 to 30 decibels lower. She said that Mr. Casey's representative  
15 area was along I-39 which is a major thoroughfare which has major traffic and is next to a mega-  
16 church which has a congregation of approximately 1,000 members. She said that the noise readings  
17 were taken next to a pond which is a flat surface that naturally reflects more noise and makes the  
18 noise bigger.

19  
20 Ms. Schertz stated that she took readings at the same location as Mr. Casey took his readings and  
21 along with a strong wind blowing and heavy traffic on I-39 she received data of almost 51 decibels  
22 but that is not representative of the area. She said that every one of the readings on the document  
23 that she submitted is within three-quarters of a mile of the project area. She said that page 4 of the  
24 document indicates that when the wind was not blowing as much she was getting decibel readings of  
25 35 to 40. She said that she went back to the exact same location at night and the decibel readings  
26 went back down to 37 decibels therefore this is not representative of the area just like where Mr.  
27 Casey took the readings in the proposed California Ridge Wind Farm area is not representative. She  
28 said that Invenergy is running a con on Champaign County because they are finding the loudest place  
29 in the County which looks rural and completing un-natural readings for their report that will indicate  
30 that the wind turbines will not add any additional noise and that is false. She said that every wind  
31 farm that has been approved has gone through the zoning process and there has been a noise expert  
32 which indicates that the wind farm will not violate the noise standards. She asked why are there  
33 hundreds of pending lawsuits and thousands of noise complaints if the noise standards are not  
34 violated. She said that page 5 indicates that on March 11, 2007, she went back to the church location  
35 at 10:30 a.m., prior to when church started, and she recorded a 38.5 decibel reading. She said that  
36 five minutes later 265 vehicles had gone past the noise meter on the main road and the decibel  
37 reading increased to almost 60 which is not representative of the 22,000 acres because the other  
38 township roads do not have 300 vehicles traveling on them.

## ZBA

1  
2 Ms. Schertz stated that it wasn't enough for HDR to do the two to five acre parking lot, the noise  
3 along I-39, or the just the pond so they fenced in the pond and placed cattle around it which then  
4 registered an extremely high noise reading. She said that she has become very good friends with her  
5 noise meter which is a very high tech, sophisticated noise meter which cost approximately \$11,000.  
6 She said that she returned to the same location again with her noise meter and at night she was  
7 receiving 30 decibels. She said that there were many places in the project area where she was  
8 receiving less than 30 decibels and if the noise was under 30 decibels the meter would stop reading  
9 the noise.

10  
11 Ms. Schertz stated that Mr. Casey's testimony at the McLean County wind farm hearing indicates the  
12 same thing that he said in the wind farm hearing. She said that Mr. Casey indicated that this is  
13 generally dominated by natural sources. The noises are from wind and agricultural use and the noise  
14 from the vehicles are considered ambient. Ms. Schertz stated that a continuous practice by Mr. Casey  
15 is that he only uses data from GE at a 22 MPH wind speed which is when the greatest amount of  
16 masking noise is achieved and the problem occurs at lower wind speeds. She said that they are  
17 taking noise readings from the ground and it is possible to have a lower ground speed and have the  
18 turbines cranking in the air which is when the violations occur and it is most likely to happen at  
19 night.

20  
21 Ms. Schertz stated that she was concerned when Mr. Casey would not answer her questions  
22 regarding the noise control program and the Illinois Pollution Control Board because he knew that at  
23 the hearing in 2007 he testified that Illinois no longer has an active noise control program and if  
24 complaints are made he would doubt that they will send anyone out to measure the noise. She said  
25 that she did not submit the data because the Board did not require Mr. Casey to submit his data as  
26 supporting evidence. She said that Mr. Casey was asked if they looked any further down than 31  
27 hertz. She said that most of the noise complaints are from the lower frequencies which are not  
28 controlled by the IPCB. She said that Mr. Casey indicated at the hearing that GE only went to 60 or  
29 31<sup>1/2</sup> un-weighted.

30  
31 Ms. Schertz stated that the most flagrant faking of the noise occurred at the Arcola, Illinois wind  
32 hearings. She said that Mr. Shonkwiler testified that noise readings were taken on his property and  
33 he hired an attorney to represent him at the hearing. She said that Mr. Shonkwiler stated that the day  
34 that the turbine readings were taken was the noisiest day ever on his farm and he begged them to  
35 come back the next day for additional readings and they refused. Ms. Schertz stated that Mr.  
36 Shonkwiler stated while under oath that he had three combines running all day long during fall  
37 harvest and two semi-trucks were running and he requested that they come back for further readings  
38 because the noise level was un-naturally high and they said no. Ms. Schertz stated that this is just an

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1 example of the games the wind companies play and this is what they do.

2  
3 Ms. Schertz stated that the map indicating the noise monitoring locations at the Grand Ridge Wind  
4 Energy Project indicates what HDR felt was representative of the project area. She said that the map  
5 indicates the turbine sites and the noise meter location which is approximately 3 to 5 miles from the  
6 nearest turbine. She said that a decibel reading of 85 was reported at night which indicates that the  
7 wind turbines should not violate the standards. She said that said that in relation to the 85 decibel  
8 reading she has attached an e-mail from a property owner which lives within the Grand Ridge project  
9 area. Ms. Schertz read the e-mail as follows: Yes, I was the one that told you if you map the  
10 locations you will find that they were right where I said. The one by the pit bull mill, there at the  
11 time of the noise test, about 2 acres of pit bulls staked outside next to blue barrel type things that I  
12 believe are used for pigs. The dogs would howl most of the night. There is also a silo near that  
13 location and the other one was right next to a farm where there are several silos and a barn. It would  
14 be my guess that the dryers were probably running all night. As for myself, I spent \$10,000 dollars  
15 on new windows last year on the south side of my house hoping to cut down on the noise of the  
16 windmills. They are from Pella and they don't open so they were supposed to help keep the sound  
17 down although it helps some in one room but not for the rest of the house. I have spent several  
18 nights in a hotel when I couldn't stand it anymore and I try to stay away as much as possible. I have  
19 really tried to adjust and kept thinking I would get used to it but so far that hasn't happened. It has  
20 been several years now since I have sat on my front porch in the evening like I used to do in the  
21 summer. I don't even bother putting the screens in the windows anymore because I know I won't  
22 open them. I don't have the option of selling my home because if someone came to see it they would  
23 be turned off by what sounds like a jet plane that is just stuck in the air and won't pass over. My  
24 house has been hit by iced blades in the morning. Can't wait, maybe I will try to get it on tape this  
25 year so that you can show it. Good luck to you in this but I have found that people who want money  
26 are very apt to turn a blind eye to how it has to come about. The farmers want the money, the  
27 counties want the money, the schools want the money, the politicians want the money and on and on.

28  
29 Ms. Schertz stated that the gall of these people was just amazing because the table of page 6  
30 indicates a daytime reading of 83 decibels at 11:20 a.m. and at 3:20 a.m., when the dogs were  
31 barking, a reading of 85 decibels was recorded. She said that these are the lengths that they will go  
32 to in indicating that there will be no noise violations.

33  
34 Ms. Schertz stated that the article titled, *The latest news about Wind Turbine Syndrome*, is to refute  
35 Mr. Casey's testimony that he participated in the Italian Wind Farm Conference and that there was  
36 no trouble. Ms. Schertz stated that the article indicates that among the different spectral peaks thus  
37 discriminated the one at frequency 1.7 Hz is associated with the greatest power and under particular  
38 conditions it can be observed at distances as large as 11km (6.8 miles) from the wind farm. She said

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1 that these are the low frequency violations that she keeps speaking about and this is why the Board  
2 needs to protect people from their property line and not the wall of their house and not grant the  
3 waiver to protect livestock from the frequency sound. She said that it isn't just the people that the  
4 Board needs to protect because she doesn't just live in her house she lives on 65 acres that she  
5 considers as her yard and Invenenergy is trying to take it as a noise barrier.  
6

7 Ms. Schertz stated that the article titled, *Concerns about proposed Invenenergy wind project draws*  
8 *capacity crowd to meeting in Brown County*, is an example of what the Board is going to run into as  
9 far as the integrity of Invenenergy. She said that the article is from a meeting in Wisconsin and states  
10 the following: Along with speakers who addressed the now well-known issues of turbine noise,  
11 sleep loss, shadow flicker, loss of property value and impacts on farm animals, local residences had  
12 the chance to hear about something rarely spoken about in public. The landowners detailed their first  
13 hand experiences with the questionable techniques used by Invenenergy to convince them to sign onto  
14 the project. They spoke about being lied to by the developers who said that their neighbors had  
15 signed onto the project when in fact they had not. They spoke about the varying amounts of money  
16 offered to different landowners even as Invenenergy claimed publicly that all landowners were getting  
17 the same amount.  
18

19 Ms. Schertz stated that the article titled, *Windmill neighbors air grips over noise; County planners*  
20 *grapple with issue*, is in regards to an Invenenergy project in Oregon. She said that Invenenergy was  
21 offering the landowners \$5,000 dollar payments for a noise easement. She said that the article titled,  
22 *Jessica's Story*, is in regards to another Invenenergy project in Wyoming. The article indicates that the  
23 wind turbines could be heard within 1.5 miles to the west and if the wind was stronger the swishing  
24 noise became louder and was accompanied by a jet type roar. The article indicates that the author  
25 indicates that the shadow flicker creates headaches and eye pain and she is unable to remain in most  
26 rooms in her house during the time of shadow flicker. The last line of the article states that the wind  
27 turbine companies pay many families to say wind farms are wonderful but listen to the stories of  
28 uncompensated residents located near the turbines.  
29

30 Ms. Schertz stated that the name of the game in decommissioning, which the Board has not  
31 discussed, is the cost to get the cranes back to the sites. She said that the turbines have no salvage  
32 value if you have to rent the crane for three weeks at \$5,000 dollars per day. She said that when the  
33 wind company indicates that the gravel will be hauled to a nearby site the Board needs to determine  
34 the definition of the term "nearby" so that it can be determined how close the hazardous waste site is  
35 that will take 22 tons of fiberglass blades. She said that she included the photograph of the broken  
36 turbine to indicate the date. She said that the article date is March 26, 2009, and the turbine was  
37 commissioned in late 2008 therefore it is her guess that the structure is less than six months old. She  
38 said that the County will have continual road issues because equipment will always be required to be

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1 brought back to the sites for maintenance or repair and re-damaging the roads. She said that earlier  
2 she was trying to ask if they haven't purchased the 60 foot extension to get the blades delivered who  
3 will pick up the tab after the fact. She said that if they are putting in the 60 foot turn that is required  
4 to deliver the blades and then tearing up the gravel and using it at another spot who will pay for the  
5 new 60 foot turn that will be required to deliver the new blade at a site. She said that she is almost  
6 positive that Mr. Leuchtmann stated that they had no intention of purchasing additional right-of-way  
7 and that they were leaving the roads at the same width. She said that this is problematic if they are  
8 throwing eight to twelve inches of gravel on top because it is reconfiguring the ditches to a different  
9 and dangerous slope.

10  
11 Mr. Thorsland reminded Ms. Schertz that no road agreement has been reviewed or approved at this  
12 point.

13  
14 Ms. Schertz submitted the Grand Ridge Wind Energy Project Wind Turbine Noise Analysis, LaSalle  
15 County, Illinois, as a Document of Record.

16  
17 Mr. Thorsland asked the Board if there were any questions for Ms. Schertz and there were none.

18  
19 Mr. Thorsland asked if staff had any questions for Ms. Schertz.

20  
21 Mr. Hall asked Ms. Schertz if she was present at the last meeting when he asked Mr. Casey about the  
22 conditions of low ground speed and higher wind speeds in the higher areas and it was Mr. Casey's  
23 opinion that it was not a violation but a change in perception.

24  
25 Ms. Schertz stated yes. She said that she disagrees with Mr. Casey based on the thousands and  
26 thousands of noise complaints and hundreds of lawsuits in different counties. She said that she  
27 believes that Champaign County should be better safe than sorry to avoid litigation.

28  
29 Mr. Hall asked Ms. Schertz if she knows what difference it makes as to what the background noise is  
30 if the computer analysis of the noise generated by the turbine doesn't exceed the IPCB standards.

31  
32 Ms. Schertz stated that the IPCB standards are irrelevant in this case which is why wind companies  
33 are using it. She said that the IPCB was activated in the 70's to deal with the noise walls near  
34 Chicago. She said that they are for a loud residential area that averages 50 to 70 decibels and not a  
35 quiet, rural background that has 25 to 30 decibels. She said that once again GE does not provide the  
36 lowest hertz level and at the time the IPCB does not either therefore you are not even getting to the  
37 heart of the noise issue if you are using the IPCB standards. She said that Mr. Casey testified four  
38 years ago that the IPCB has no enforcement agency. She said that it is up to this Board to protect the

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1 rural residents or they will have to sue which should not be their responsibility because they were  
2 already there and have been paying the property taxes.

3  
4 Mr. Hall stated that there is no one to enforce the IPCB regulations and the Zoning Ordinance  
5 empowers the County to enforce the noise standards if required.

6  
7 Ms. Schertz stated that she is concerned about the noise study and has shown the Board three  
8 different examples of how they are rigged. She said that whether the County has money or not they  
9 have to address this issue.

10  
11 Mr. Thorsland asked the audience if anyone desired to cross examine Ms. Schertz.

12  
13 Mr. Darrell Cambron asked if she believes that the noise analysis which was submitted should be  
14 thrown out and redone by an independent noise consultant.

15  
16 Ms. Schertz stated yes. She said she forgot to read the statement that during the summer time in May  
17 a 3 to 5 decibel increase is required because there is more masking noise due to insects and birds.  
18 She said that May is the best time to obtain a high reading at their chosen locations because there is a  
19 high ambient noise.

20  
21 Mr. Thorsland asked the audience if anyone else desired to cross examine Ms. Schertz and there was  
22 no one.

23  
24 Mr. Thorsland asked the audience if anyone else desired to present testimony regarding this case and  
25 there was no one.

26  
27 Mr. Thorsland closed the witness register for the meeting.

28  
29 Mr. Thorsland entertained a motion to continue Case 696-S-11, to the September 29, 2011, meeting.

30  
31 **Mr. Courson moved, seconded by Mr. Palmgren to continue Case 696-S-11, to the September**  
32 **29, 2011, meeting. The motion carried by voice vote.**

33  
34 Mr. Hall stated that the Board should consider starting the meeting earlier or planning to go later. He  
35 said that it is apparent that there will be approximately two hours of testimony at every meeting. He  
36 said that the Board should anticipate that the meeting at which the Board will make its final  
37 determination will go past three hours.

38

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1 Mr. Thorsland requested direction from the Board for staff.

2  
3 Mr. Thorsland informed the audience that at some point the Board must be allowed time to work on  
4 fitting the application to the Ordinance. He said that even though the Board appreciates the public's  
5 input they do not want to stop anyone from presenting new testimony but if no new testimony is  
6 available it would be appreciated that anyone who has already testified allow new people to testify  
7 and allow the Board to do the work which they are required to do.

8

9 **6. New Public Hearings**

10 None

11

12 **7. Staff Report**

13 None

14

15 **8. Other Business**

16 **A. Review of ZBA Docket**

17 Mr. Hall stated that no new information has been received for Case 691-S-11. He said that if the  
18 Board thought that it would be of any value the Board could continue Case 696-S-11 to the  
19 September 15, 2011, meeting but Case 691-S-11 does have a lot of interested neighbors. He said  
20 that he did ask the petitioner for Case 691-S-11 if they desired to be heard at the September 15<sup>th</sup>  
21 meeting and they indicated that they would.

22

23 Mr. Courson stated that he does not desire to continue Case 696-S-11 to the September 15<sup>th</sup> meeting.  
24 He said that he believes that the Board has information to review and until the road agreement is  
25 approved by the State's Attorney there is no need to continue this case to next week.

26

27 Ms. Capel stated that she would appreciate a chance to review all of the information for this case.

28

29 **Ms. Capel moved, seconded by Mr. Passalacqua to move the start time of the September 29,**  
30 **2011, meeting to 6:00 p.m. instead of 7:00 p.m. The motion carried by voice vote.**

31

32

33 Mr. Passalacqua asked Mr. Hall if the Board can anticipate an answer from the State's Attorney  
34 regarding the County Road Agreement by the September 29<sup>th</sup> meeting.

35

36 Mr. Hall stated that yes. He said that the State's Attorney's comments should be in the September  
37 29<sup>th</sup> mailing packet.

38

ZBA

1 Mr. Thorsland informed the audience that the September 29<sup>th</sup> meeting will begin at 6:00 p.m. rather  
2 than 7:00 p.m. and the meeting will be advertised as such.

3

4 **9. Audience Participation with respect to matters other than cases pending before the**  
5 **Board**

6

7 None

8

9 **10. Adjournment**

10

11 **Mr. Schroeder moved, seconded by Mr. Passalacqua to adjourn the meeting. The motion**  
12 **carried by voice vote.**

13

14 The meeting adjourned at 9:09 p.m.

15

16

17 Respectfully submitted

18

19

20

21

22 Secretary of Zoning Board of Appeals

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