

MINUTES OF REGULAR MEETING

CHAMPAIGN COUNTY ZONING BOARD OF APPEALS

1776 E. Washington Street

Urbana, IL 61801

DATE: October 6, 2011

PLACE: Lyle Shields Meeting Room  
1776 East Washington Street

TIME: 6:00 p.m.

Urbana, IL 61802

MEMBERS PRESENT: Catherine Capel, Thomas Courson, Melvin Schroeder, Eric Thorsland, Paul Palmgren, Brad Passalacqua

MEMBERS ABSENT : Roger Miller

STAFF PRESENT : Connie Berry, Lori Busboom, John Hall, Jamie Hitt, Joel Fletcher (Assistant State’s Attorney)

OTHERS PRESENT : Michael Blazer, Bruce Stickers, Greg Leuchtmann, Sherry Schildt, Dwight Redding, Kevin Parzyck, Loyd Wax, Herb Schildt, Mary L. Mann, Larry R. Mann, Deanne Sims, Steve Burdin, Al Kurtz, Patsi Petri

1. Call to Order

The meeting was called to order at 6:01 p.m.

2. Roll Call and Declaration of Quorum

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

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

3. Correspondence

None

4. Approval of Minutes

None

5. Continued Public Hearing

Case 696-S-11 Petitioner: California Ridge Wind Energy LLC and the participating landowners listed in the legal advertisement. California Ridge Wind Energy LLC is wholly owned by Invenergy Wind North America LLC, One South Wacker Drive, Suite 1900, Chicago, IL, with corporate officers as listed in the legal advertisement.

10/6/11

1           Request: **Authorize a Wind Farm with consists of 30 Wind Farm Towers (wind**  
2 **turbines) in total with a total nameplate capacity of 48 megawatts (MW) of which**  
3 **28 Wind Farm Towers with a total nameplate capacity of 45 MW are proposed in**  
4 **Compromise Township (Part A) and 2 Wind Farm Towers with a total nameplate**  
5 **capacity of 3 MW are proposed in Ogden Township (Part B), and including access**  
6 **roads, wiring, and public road improvements, and including the waivers of**  
7 **standard conditions in Section 6.1.4 as listed in the legal advertisement. Location:**  
8 **In Compromise Township the following sections are included with exceptions as**  
9 **described in the legal advertisement: Sections 19, 20, 21, 28, 29, 30, 31, 32, and 33 of**  
10 **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>**  
11 **P.M.; and Fractional Sections 30 and 31 of T21N, R11E of the 3<sup>rd</sup> P.M. In Ogden**  
12 **Township the following sections are included with exceptions as described in the**  
13 **legal advertisement: Fractional Section 6, T20N, R11E of the 3<sup>rd</sup> P.M.; and**  
14 **Fractional Sections 4, 5, 6 and 7 of T20N, R14W of the 2<sup>nd</sup> P.M.; and Sections 8, 9,**  
15 **and 16 of T20N, R14W of the 2<sup>nd</sup> P.M.**  
16

17 Mr. Thorsland informed the audience that this is an Administrative Case and as such the County  
18 allows anyone the opportunity to cross examine any witness. He said that at the proper time he will  
19 ask for a show of hands for those who would like to cross examine and each person will be called  
20 upon. He requested that anyone called to cross examine go to the cross examination microphone to  
21 ask any questions. He said that those who desire to cross examine are not required to sign the  
22 witness register but are requested to clearly state their name before asking any questions. He noted  
23 that no new testimony is to be given during the cross examination. He said that attorneys who have  
24 complied with Article 7.6 of the ZBA By-Laws are exempt from cross examination.  
25

26 Mr. Thorsland informed the audience that anyone who desires to present testimony must sign the  
27 witness register. He reminded the audience that when they sign the witness register they are  
28 signing an oath.  
29

30 Mr. Thorsland asked the petitioner if they would like to make a statement outlining the nature of  
31 their request.  
32

33 Mr. Greg Leuchtman, Invenergy project representative, stated that over the past week they have  
34 addressed a number of issues that were discussed at last week's public hearing. He said that the  
35 County Road Agreement, which has been approved by Jeff Blue and has been reviewed by the  
36 State's Attorney, is included in the packet and it is ready for presentation to the Board. He said that  
37 this afternoon, they received the final Township Road Agreements for Compromise and Ogden  
38 Township from their attorney, via e-mail, and those agreements are awaiting execution and

10/6/11

1 signatures.

2  
3 Mr. Leuchtmann stated that in terms of the Reclamation Agreement there were a number of concerns  
4 therefore a letter dated October 6, 2011, was drafted to indicate what they have done and changed in  
5 the latest form of the Reclamation Agreement that was sent to John Hall today. He said that the  
6 letter indicates that HDR refined their analysis and took another look at decommissioning specific at  
7 the Vermilion and Champaign County areas specifically to how they will address removal and  
8 disposal of turbine blades. He said that HDR spoke to landfills in the Danville area and they updated  
9 their cost estimate. He said that they also reviewed how they would account for taking the turbines  
10 to a location for dismantling and cutting them into pieces and then transferring them to another  
11 location and is it appropriate with the salvage value that is indicated in the decommissioning  
12 estimate. He said that HDR reviewed the entire process specific to the project with local information  
13 and updated it and forwarded the latest version to Invenergy.

14  
15 Mr. Leuchtmann stated that the terms of the Reclamation Agreement were updated as well. He said  
16 that they intend to match the Letters of Credit with when the Decommissioning Report and the  
17 Decommissioning Estimate are being updated. He said that whenever there is a financial security  
18 they will match with what the engineers are updating based on salvage values and decommissioning  
19 expenses. He said that the current agreement is written so that the engineer has flexibility, based on  
20 the way that market is going, if a five-year salvage value is not an appropriate amount or they feel  
21 that a different amount is more appropriate such as a three-year average or spot price.

22  
23 Mr. Leuchtmann stated that the Board voiced concern at the last hearing regarding design  
24 compliance with "UL" or an equivalent third party. He said that if they do not obtain design  
25 compliance from the appropriate party within six months of completion of the construction of the  
26 project decommissioning would be the next step.

27  
28 Mr. Leuchtmann stated that the Reclamation Agreement has been corrected to indicate 210% of the  
29 base decommissioning expenses. He said the way that security is currently flowing in the  
30 Reclamation Agreement is 25% of the financial assurance, 25% of the 210%, is in an escrow amount  
31 and the remainder amount would be in a Letter of Credit and they are proposing to hold that for the  
32 entire time of the project starting in year three. He said that the base decommissioning expense is  
33 approximately \$906,000 dollars so the total financial assurance is around \$1.9 million dollars and  
34 25% of that is approximately \$475,000 dollars which would be in an escrow account and the  
35 remainder amount would be in a Letter of Credit.

36  
37 Mr. Leuchtmann stated that the Board voiced concerns regarding ownership and how two of the  
38 paragraphs in the Reclamation Agreement were contradicting each other in terms of security interest

10/6/11

1 in one versus how the County would take ownership. He said that the way that they solved this issue  
2 was by removing Section 14 and in Section 9(f) replaced the language with language that forfeits the  
3 components of the project to Champaign County after a cure period and after the abandonment of the  
4 project. He said that forfeiting those rights to Champaign County allows the County to take salvage  
5 value on those components and securitization does not create any kind of problems for private  
6 financing.

7  
8 Mr. Leuchtmann stated that the Reclamation Agreement must be reviewed and finalized by the  
9 State's Attorney before it can be approved by the County Board but these were some issues which  
10 were brought forth by this Board and they wanted to address those issues so that they could be  
11 incorporated into the current form of the agreement.

12  
13 Mr. Leuchtmann stated that the Board requested information regarding recommended setbacks from  
14 GE and Invenergy went back to GE to investigate if such data existed and those recommendations  
15 are less than what the County requires. He said that the packet includes a letter from Tim Casey  
16 regarding a typo in the noise report regarding what the total levels and requirements are regarding  
17 daytime and night time equivalent sound levels.

18  
19 Mr. Leuchtmann stated that these were the majority of the issues that were brought to them but if  
20 there are any additional issues he will address those also.

21  
22 Mr. Thorsland asked the Board if there were any questions for Mr. Leuchtmann and there were none.

23  
24 Mr. Thorsland asked if staff had any questions for Mr. Leuchtmann.

25  
26 Mr. Hall asked Mr. Leuchtmann to explain the term "cure period."

27  
28 Mr. Leuchtmann stated that the definition for "cure period" is not included in the Reclamation  
29 Agreement. He said that typically the cure period is a six month period for abandonment and six  
30 month period for curing.

31  
32 Mr. Hall asked if the cure period is before or after abandonment.

33  
34 Mr. Leuchtmann stated that it is after abandonment.

35  
36 Mr. Passalacqua stated that basically this gives Invenergy six months to act.

37  
38 Mr. Leuchtmann stated that the six month period is for the landowner because they have a twelve

10/6/11

1 month clause in their contract so in order to appease the easement that they have there must be a  
2 matching time period for that time frame.

3  
4 Mr. Thorsland asked the audience if anyone desired to cross examine Mr. Leuchtmann. He informed  
5 the audience that their questions may only pertain to Mr. Leuchtmann's testimony.

6  
7 Mr. Thorsland called Mr. Herb Schildt to the cross-examination micro-phone.

8  
9 Mr. Herb Schildt asked Mr. Leuchtmann if any of the non-participating landowners are being offered  
10 compensation to offset the negative effects of the wind turbines.

11  
12 Mr. Thorsland informed Mr. Schildt that Mr. Leuchtmann did not speak about this issue tonight.

13  
14 Mr. Schildt stated that he was informed at a previous hearing that any questions regarding previous  
15 testimony was fair game during cross examination.

16  
17 Mr. Thorsland stated that he does not believe that Mr. Leuchtmann testified about this issue.

18  
19 Mr. Schildt stated that as a company representative Mr. Leuchtmann submitted a map indicating the  
20 participating and non-participating landowners.

21  
22 Mr. Thorsland stated that Mr. Leuchtmann did discuss the map but he did not discuss any settlements  
23 with non-participating landowners.

24  
25 Mr. Schildt stated that there is an issue about private waivers being recorded with property therefore  
26 if there are any private waivers with non-participating landowners relative to compensation then the  
27 public should know if those documents are recorded as well.

28  
29 Mr. Thorsland stated that he does not recall Mr. Leuchtmann including any of this information in his  
30 testimony although he can check the minutes. He suggested the Mr. Schildt check the previous  
31 hearing's minutes as well. He noted that Mr. Leuchtmann does not have to answer Mr. Schildt's  
32 question unless he desires to do so.

33  
34 Mr. Leuchtmann stated no.

35  
36 Mr. Schildt stated that he noticed that the legal advertisement indicates that two turbines will be  
37 installed in Ogden Township with a nameplate capacity 3MW however the GE 1.6-100 is a 1.6 MW  
38 turbine, according to the special use permit application, therefore the total capacity in Ogden

10/6/11

1 Township is 3.2MW. He asked if the 3MW figure in the legal advertisement in error.  
2  
3 Mr. Leuchtmann stated that the number was rounded down.  
4  
5 Mr. Schildt asked Mr. Leuchtmann if he will be re-submitting the special use permit application to  
6 match the legal advertisement.  
7  
8 Mr. Hall stated that this was a staff error therefore if this Board believes that 2/10<sup>th</sup>'s of a megawatt  
9 represents the need for a re-advertisement then staff will do so. He noted that the petitioner had  
10 nothing to do with this error.  
11  
12 Mr. Schildt stated that he did not believe that the petitioner did have anything to do with the error but  
13 was wondering how the error can be resolved.  
14  
15 Mr. Thorsland asked the audience if anyone else desired to cross examine Mr. Leuchtmann and there  
16 was no one.  
17  
18 Mr. Hall conveyed Mr. Jeff Blue's apologies for not attending tonight's meeting but he is at home  
19 sick. Mr. Hall stated that staff has received a Draft County Road Agreement from Mr. Blue which is  
20 a first of several things which are included as separate attachments to the Supplemental  
21 Memorandum dated October 6, 2011. He said that attached to the new Supplemental Memorandum  
22 is the letter dated October 4, 2011, from Thomas A. Amirault, Commercial Manager with GE  
23 Renewable Energy. Mr. Hall stated that at the bottom of Page 2 of the Supplemental Memorandum  
24 he has added recommended evidence to be added to the Summary of Evidence. He said that also  
25 attached to the Supplemental Memorandum is a letter from Tim Casey, Acoustics Program Manager  
26 with HDR clarifying the typo in the wind turbine noise analysis report. He said that included  
27 separately from the Supplemental Memorandum is a copy of the Executive Summary of the 2009  
28 study titled, "*The Impact of Wind Power Projects on Residential Property Values in the United*  
29 *States.*" He said that the study was prepared by the Ernest Orlando Lawrence Berkeley National  
30 Laboratory. He said that Board members also received a copy of the PowerPoint Presentation that  
31 was published and a CD with the entire documentation included. He said that this information was  
32 provided in response to the concern from the Board about whether property value impacts were being  
33 considered. He said that Pages 3-4 of the Supplemental Memorandum dated October 6, 2011,  
34 includes draft evidence that is being proposed to be added to the Summary of Evidence under new  
35 Item 8.M. which is the section regarding injury to the district and this isn't something that requires a  
36 finding but is something for the Board to consider in their finding whether the proposed special use  
37 will result in injury to the district or is detrimental to public welfare. He said that after reviewing the  
38 documentation if the Board has any further questions they should contact staff before this case comes

10/6/11

1 before this Board again.

2  
3 Mr. Hall stated that attached to the Supplemental Memorandum dated October 6, 2011, is  
4 Attachment G. He said that at the last meeting the Board wrestled for some time with the waiver  
5 regarding the noise standard at the dwelling versus the noise standard at the property line and at that  
6 time he believed that he could reason through based on data in the application and provide the Board  
7 some insight regarding the noise at the property line. He said that the noise that is reported in dBA  
8 and Leq and frankly it is beyond his ability to advise the Board as to what those things mean. He  
9 said that Page G-7 indicates some average values for noise decrease and he will not state that the  
10 averages are completely valid and he could not confirm for this Board that the noise levels comply.

11  
12 Mr. Hall stated that the Board knows that with a special use permit there is the issue of meeting the  
13 standards and there is the issue of injury to the district. He said that the last page of the  
14 Supplemental Memorandum dated October 6, 2011, includes Figure B-1 from the Sound Analysis  
15 Report and on this figure he traced the single number IPCB noise limit 61dBA in daytime and  
16 51dBA at night time. He said that Figure B-1 is the ambient sound recorded at location ML1 and the  
17 triangles on the figure are the median ambient sound and median ambient sound when it is analyzed  
18 per octave actually exceeds the IPCB limits more than what the table shows. He said that when the  
19 IPCB limit is wrapped up into a single number it is a little hard for comparison but two of the  
20 receptors had the maximum predicted noise which is 45dBA which is well below the single number  
21 of the IPCB limit however if you subtract 6 dBA from that 45 dBA you will see the red line on the  
22 figure which is 39 dBA. He said that 6dBA is roughly a doubling of the noise, based on Tim Casey's  
23 testimony, and that red line exceeds the median ambient noise in 13 of the 24 hours. He said that  
24 this would be perceived as a doubling of the noise for half of the day which is well below the IPCB  
25 limits and this only happens at two locations and it only happens with those conservative  
26 assumptions that Mr. Casey explained. Mr. Hall stated that Attachment G summarizes all of this  
27 information but if this Board does not want to provide that much information in the Summary of  
28 Evidence then fine but his concern is that there may be questions when this goes to the County Board  
29 about noise and Attachment G is a good review of all of the data which HDR provided about noise.  
30 He said that he wants this Board to be aware that for the two properties that have 45dBA as the  
31 single number noise indication therefore those two properties will receive a doubling of the noise for  
32 more than half the day but the noise is still within the IPCB limit. He said that he does not know  
33 what device would generate noise that would result in 51db and 61db but he does know that the  
34 proposed turbines will result in noise that is 1 dBA less than the maximum but when converted to a  
35 single number the result is only 45. He said that the noise level at the 31.5Hz and 1000 Hz is so high  
36 that you are effectively at the IPCB limit at 45 for these turbines. He said that one more decibel of  
37 noise and the proposed turbines would be over the limit. He said that 51db and 61db are the IPCB  
38 limits but as applied to these turbines it is effectively something much lower and we are there and at

10/6/11

1 two properties it will be perceived as a doubling of the noise for a little over ½ of the day. He asked  
2 the Board if they feel that the turbine (#22) which will affect those two properties is too close to the  
3 dwellings even though it is more than the minimum separation. He said that he does not know if the  
4 noise values included in Appendix C are still valid because it is his understanding that those values  
5 were determined when turbines #20 and #21 were still just west of turbine #22. He said that this  
6 noise may not be valid for this project and if it isn't that is probably a good thing but he wanted to  
7 bring this information to the Board's attention because the last thing that he wants is for the wind  
8 farm to be approved and for this Board to find out that the noise for the wind farm is louder than  
9 anticipated.

10  
11 Mr. Hall stated that at 5:55 p.m. today he received an e-mail from Ms. Kuzma who is the attorney  
12 who has been assisting Mr. Blue and the township highway commissioners and the e-mail indicated  
13 that the township highway agreement was approved and was back in Invenergy's hands for signature.  
14 He said that the County is supposed to have the signed township highway agreement by next  
15 Tuesday or Wednesday therefore things have really moved along in the past week and he is surprised  
16 that we have this much new information. He said that he informed Mr. Leuchtmann today that if  
17 staff received the Reclamation Agreement at 3:00 p.m. there will not be time for the ZBA to have  
18 anything in writing from the State's Attorney and at a staff level they cannot recommend final action  
19 without something from the State's Attorney. He said that the Board has nothing in writing from the  
20 State's Attorney and he has not had time to write anything about the Reclamation Agreement. He  
21 said that the State's Attorney is present tonight to address any questions from the Board.

22  
23 Mr. Thorsland requested that Mr. Joel Fletcher, Assistant State's Attorney, sign the witness register  
24 and address the Board.

25  
26 Mr. Joel Fletcher, Assistant State's Attorney, stated that late this afternoon he received the  
27 Reclamation Agreement but he has not had a chance to review it extensively and he will not pretend  
28 that he is ready to give final comments on it tonight. He said that he understands that the ZBA had  
29 concerns regarding the salvage value credit at the last meeting and the language in the prior  
30 agreement that required that the project remain free of liens but that language has been removed. He  
31 said that he does have concerns about the County's right to the salvage on the property would be  
32 subordinated if there are liens on the salvage and he does not believe that the changes in the draft  
33 agreement have fully addressed that concern. He said that he has no reason to believe that this  
34 project is going to fail but the whole point of the reclamation agreement is in case it does. He said  
35 that if the project does go into bankruptcy then the County may be in the position to seek relief from  
36 a bankruptcy court before the County can declare the property forfeited and take advantage of the  
37 salvage. He said that a Letter of Credit that does not depend on the salvage value would not force the  
38 County to seek relief from the bankruptcy court but there is a small chance of some environmental

10/6/11

1 concerns if the County is required to take title to the salvage. He said that these are just some of the  
2 concerns that he has about the salvage value credit but he has no reason to believe that the applicant  
3 is acting or plans to act in bad faith although there are always concerns related to this type of an  
4 arrangement of cherry picking the salvage and he intends to address that in paragraph 5 of the  
5 agreement. He said that there still is the possibility that they will have the right to come onto the  
6 property and remove salvage therefore leaving behind salvage which would be difficult to clean up.  
7 He said that he is not certain as to how significant these concerns are and he would be more than  
8 happy to continue to discuss these concerns with John Hall.

9  
10 Mr. Fletcher stated that an additional concern based on the recent revisions to the agreement is the  
11 addition of language in the timelines. He said that some of the timelines were firm timelines but has  
12 been replaced with timelines that provide leeway as long as the applicant is making a diligent effort  
13 to continue to produce electricity or correct the problems that are leading to abandonment. He said  
14 that such diligent language can be very difficult to enforce because he does not know who determines  
15 whether the applicant is making diligent efforts and at some point whether they are making a good  
16 faith effort if the project is not producing electricity the County would want the right to go on the  
17 property and declare it abandoned. He said that these concerns can be addressed although he has  
18 only received this agreement this afternoon and he is not in a position to recommend the agreement  
19 in its current form but he would be happy to answer any questions that the Board may have.

20  
21 Mr. Thorsland asked the Board if there were any questions for Mr. Fletcher and there were none.

22  
23 Mr. Thorsland asked if staff had any questions for Mr. Fletcher and there were none.

24  
25 Mr. Thorsland called Mr. Michael Blazer to testify.

26  
27 Mr. Michael Blazer, legal counsel for Invenergy, stated that unfortunately he and Mr. Fletcher have  
28 not talked directly therefore he gave Mr. Fletcher his business card so that they can work out the  
29 issues at hand. He said that many of the concerns can be defined and he has no doubt that they can  
30 work out these issues. He said that he and Mr. Hall have gotten along wonderfully and he hates to  
31 disagree with him publicly but he has to mention one thing about his noise analysis, for want of a  
32 better description, the Ordinance requires that Invenergy comply with the IPCB regulations and those  
33 regulations do not address perceived noise or pose any limits on anything called perceived noise and  
34 they do not impose any limits on anything called effective noise but they do impose specific limits on  
35 noise. He said that all of the evidence that the Board has before it confirms, without any  
36 contradiction, that Invenergy has met those regulations. He said that there are no numerical  
37 standards in the Ordinance because Champaign County implements the IPCB regulations. He said  
38 that the Ordinance only states that Invenergy must meet the IPCB regulations and they have. He said

10/6/11

1 that he hates to begin a sentence with all due respect because it really means that what someone said  
2 is really boneheaded but he does have a lot of respect for Mr. Hall because he has worked his butt off  
3 on this project for the Board and for Invenenergy as well. He said that in this case he must take the risk  
4 in pissing a lot of people off by indicating that the only thing the Ordinance requires is that they meet  
5 the IPCB regulations and Invenenergy has done that. He said that the issue came up last week  
6 regarding whether the measurement is taken at the property line or the receptor and he has given the  
7 Board a direct statement from the IPCB about what the IPCB means by where the measurement is  
8 taken and it couldn't be clearer because it does not say property line but it does say the use or land  
9 which is why it is based on land based classification standards. He said that when it comes to the  
10 waiver Invenenergy does not believe that they need it because the IPCB does not mandate measurement  
11 at a property line but at a use. He said that if Invenenergy is wrong he believes someone will file a  
12 complaint with the IPCB or the County. He said that the entire record which is before the Board  
13 regarding noise confirms without any contradiction that Invenenergy has met the requirements of the  
14 Ordinance.

15  
16 Mr. Passalacqua stated that none of the noise data is real because it is all modeled and speculated.

17  
18 Mr. Blazer stated that Mr. Passalacqua's statement is untrue because the base data in terms of the  
19 amount noise that is generated by the 1.6-100 GE turbine has been provided by GE which is real  
20 data.

21  
22 Mr. Passalacqua asked if this data is from a turbine that is up and running currently.

23  
24 Mr. Blazer stated that this is the data that was generated by the company that manufactures the  
25 turbine.

26  
27 Mr. Passalacqua asked if it was generated from the environment in which it will be standing in.

28  
29 Mr. Blazer stated that the data will be true in any environment because whatever noise it generates it  
30 will generate that noise regardless of where it is standing.

31  
32 Mr. Passalacqua asked if these are real numbers.

33  
34 Mr. Blazer stated yes, and the model is based on the real numbers which is what Mr. Casey informed  
35 the Board. He said that whenever the Board sees a IPCB noise case there will always be modeling  
36 and measurements both at the source and receptor and Invenenergy has completed both. He said that  
37 whether anyone in this room likes it or not in Illinois the requirement is that Invenenergy meets the  
38 IPCB regulations. He said that the Ordinance for Champaign County requires that they meet the

10/6/11

1 IPCB requirements and they have done so.

2

3 Mr. Palmgren asked how complaints are addressed when someone calls the hotline number.

4

5 Mr. Blazer stated that more than likely if it was a noise complaint Invenergy would send an acoustic  
6 engineer out to the site with a noise meter to measure the noise level to determine if Invenergy is  
7 exceeding the regulations.

8

9 Mr. Palmgren asked what happens if the noise regulations are being exceeded.

10

11 Mr. Blazer stated that there could be an adjustment in the use of the turbine. He noted that he  
12 actually used Mr. Zak during two noise cases and what could happen is that the case is settled by  
13 screening or an adjustment in operating times. He said that he has never been involved in a noise  
14 case involving a wind turbine in Illinois.

15

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

18

19 Mr. Thorsland asked if staff had any questions for Mr. Blazer and there were none.

20

21 Mr. Thorsland called Bruce Stickers to testify.

22

23 Mr. Bruce Stickers, Resource Conservationist for the Champaign County Soil and Water  
24 Conservation District (SWCD), stated that as part of the Invenergy project a natural resource report  
25 is required and he has completed this report. He said that the reason why the Board has not seen this  
26 completed report is because Mr. Hall is just now receiving it. He said that he has worked with  
27 Invenergy for two years on this project and from the beginning they have been very good to work  
28 with because they came to the SWCD to discover any issues or areas that they should avoid. He said  
29 that Invenergy's general attitude has been to avoid problem areas and not create issues. He said that  
30 he believes that Invenergy will handle any issues that are in the report but with a project this big  
31 there are always things to be concerned about. He said that he took each turbine location and  
32 determined what issues might exist based on the soils or surface flow of water and insert those  
33 findings into the report. He said that a couple of things could happen on a wind farm such as there  
34 may be some turbines where the road goes along and there is a hill on the side which the water flows  
35 down over the road and erodes a portion of the road therefore the areas where such is a possibility are  
36 noted in the report. He said that there may be a road which goes up a hill therefore water running off  
37 would form gullies on one of the sides creating an issue for the turbine. He said that some of the  
38 issues will really not exist until the project is completed but the report indicates areas where there

10/6/11

1 could be a problem.

2  
3 Mr. Stickers stated that underground drainage is a significant concern in Champaign County  
4 therefore Invenergy would be required to repair any drainage tile that is destroyed during  
5 construction. He said that it would be nice to send J.U.L.I.E. out there to determine where all of the  
6 tiles are located but no one knows where all of the tiles are located therefore some of these issues  
7 will have to be handled afterwards. He said that in many cases the farmers do not know where all of  
8 the existing tiles are located because the tiles were put in as early as the 1880's and there are not any  
9 GPS maps available from that time period. He said that there are a couple of spots where roads cross  
10 conservation practices and the SWCD will deal with Invenergy and the farmers to make sure that  
11 those are taken care of. He said that there is one case where there is a grass waterway where the  
12 access road goes through and the access road must be built carefully because he has seen other wind  
13 farms where the road was not built properly and all of the gravel ended up in the waterway which is  
14 not acceptable. He said that he informed Mr. Leuchtman that many of these issues and concerns  
15 must be dealt with ahead of time so that they don't turn out to be a problem later. He said that  
16 Invenergy has paid the SWCD to complete the report and the project has been passed. He said that  
17 he will continue to work with Invenergy during the entire construction time and afterwards to address  
18 these issues as well as anything that may occur afterwards.

19  
20 Mr. Thorsland asked the Board if there were any questions for Mr. Stickers and there were none.

21  
22 Mr. Thorsland asked if staff had any questions for Mr. Stickers and there were none.

23  
24 Mr. Thorsland asked the audience if anyone desired to cross examine Mr. Stickers and there was no  
25 one.

26  
27 Mr. Thorsland called Ms. Sherry Schildt to testify.

28  
29 Ms. Sherry Schildt, who resides at 398 CR 2500N, Mahomet, stated that she resides in Newcomb  
30 Township therefore her property will not be directly impacted by this wind farm although the  
31 approval of this project could impact the rest of the County for future requests.

32  
33 Ms. Schildt stated that Attachment E of the Supplemental Memorandum dated September 29, 2011,  
34 indicates the required waivers. She said that Waiver #3 required copies of all private waivers of  
35 wind farm separations and the rationale was that no waiver is required because the only private  
36 waivers in the wind farm are the waivers agreed to by the participating landowners and those waivers  
37 have been documented and are in the chain of title of deed. She said that Page 5, Lines 5 and 6 of  
38 the September 8, 2011, minutes indicates that Mr. Blazer stated that the easement agreements are

10/6/11

1 private agreements and are not recorded at the Recorder's Office. She said that there seems to be a  
2 discrepancy between Attachment E and Mr. Blazer's testimony which needs to be clarified.

3  
4 Ms. Schildt stated that Attachment G of the Supplemental Memorandum dated September 29, 2011,  
5 indicates that construction activities to build the wind farm shall generally only occur during the  
6 weekday daytime hours of 7AM to 10PM, but the following language was added: provided,  
7 however, that construction activities may occasionally commence earlier in the day if required. She  
8 said that she found the added language troubling because there is no quantification of the terms  
9 "occasionally" or "required" or "earlier." She said that the added language appears to leave the door  
10 open to construction beginning all hours of the night and earlier could mean 12:01 A.M.

11  
12 Ms. Schildt stated that Mr. Blazer indicated that Mr. Zak's testimony in the *Knox vs Turris* case was  
13 thrown out but it was not. She said that the only thing that the IPCB could decide upon was the  
14 measurement that Mr. Zak took at the pond and they did not address his previous testimony where he  
15 discussed Class A and Class C land. She asked the Board to imagine a five acre parcel of land with a  
16 house and is surrounded by farmland. She said that the IPCB has Class A land and Class C land and  
17 for our purposes we can say that farmland is agricultural therefore it is Class C but a house is  
18 residential therefore it is Class A but the yard which is being used for personal use and no  
19 agricultural use must also be classified as Class A land. She said that Waiver #4 is to waive the  
20 standard condition 6.1.4.I.1. that requires the noise level of each wind farm tower and wind farm to  
21 be in compliance with the IPCB regulations at the residential property line rather than to be in  
22 compliance just at the dwelling. She said that the Ordinance does not say anything about property  
23 line and dwelling and only that it must be in compliance with the IPCB regulations therefore there is  
24 nothing to waive and the request is meaningless because you cannot waive something that is not in  
25 the Ordinance. She said that if the waiver is approved as written it would not be a waiver but a re-  
26 write of the Ordinance and that would require a text amendment and a public hearing.

27  
28 Ms. Schildt stated that C.4. of Page 21 of the Preliminary Summary of Evidence and Finding of Fact  
29 indicates that Paragraph 2.O(b) of the Ordinance states that one purpose of the Ordinance is  
30 conserving the value of land, buildings, and structures throughout the county. In regards to the value  
31 of nearby properties, it is unclear what impact the proposed SUP will have on the value of nearby  
32 properties. She said that last week Mr. Hall indicated that he could present documentation which  
33 indicates that the wind farm will have no impact on property values and he has presented that  
34 documentation to the Board for review tonight. She said that such documentation has been open to  
35 criticism. She said that she believes that it is clear that there is a negative impact especially for non-  
36 participating landowners. She submitted the following as Documents of Record: 1. Report from  
37 Michael McCann of McCann Appraisal LLC, dated June 8, 2010; and 2. *Values in the Wind: A*  
38 *Hedonic Analysis of Wind Power Facilities*; and 3. *Wind Energy Production: Legal Issues and*

10/6/11

1 *Related Liability Concerns for Landowners by Roger A. McEowen, Iowa State University Center for*  
2 *Agricultural Law and Taxation.*

3  
4 Ms. Schildt stated that the report from Michael McCann was presented to the Adams County Board  
5 in Illinois. She said that Mr. McCann reported that residential property values are adversely and  
6 measurably impacted by close proximity of industrial-scale wind energy turbine projects to the  
7 residential properties, with value losses measured up to 2-miles from the nearest turbine(s) in some  
8 instances. Impacts are most pronounced within the “footprint” of such projects, and many ground-  
9 zero homes have been completely unmarketable, thus depriving many homeowners of reasonable  
10 market-based liquidity or pre-existing home equity. Real estate sale data typically reveals a range of  
11 25% to approximately 40% of value loss, with some instances of total loss as measured by  
12 abandonment and demolition of homes, some bought out by wind energy developers and others  
13 exhibit nearly complete loss of marketability. Although the impacts vary from property to property  
14 individual tolerance is varied on the distances between sales data and turbines. Adequate data exists  
15 which indicates that close proximity to turbines has a measureable and significant negative impact on  
16 residential property values. Ms. Schildt stated that Mr. McCann suggested to the Adams County  
17 Board that they should have a property value agreement or buy-out guarantee for those people who  
18 are unfortunate enough to not be participating or compensated when they living right next to wind  
19 turbine.

20  
21 Ms. Schildt stated that the document titled, *Values in the Wind: A Hedonic analysis of Wind power*  
22 *Facilities*, was prepared by two professors at Clarkson University on March 3, 2011. She said that  
23 while she does not pretend to completely understand the study it appears that this study was very  
24 rigorous. She said that the abstract states that the siting of wind facilities is extremely controversial.  
25 This paper uses data on 11,369 property transactions over 9 years in Northern New York to explore  
26 the effects of new wind facilities on property values. She said that the authors use a repeat-sales  
27 framework to control for omitted variables and endogeneity biases. She said that the authors found  
28 that nearby wind facilities significantly reduce property values. Decreasing the distance to the  
29 nearest turbine to 1 mile results in a decline in price of between 7.73% and 14.87%. These results  
30 indicate that there remains a need to compensate local homeowners/communities for allowing wind  
31 development within their borders.

32  
33 Ms. Schildt stated that the document titled, *Wind Energy Production: Legal Issues and Related*  
34 *Liability Concerns for Landowners by Roger A. McEowen, Iowa State University Center for*  
35 *Agricultural Law and Taxation*, talks a lot about landowners and their rights. She said that Page 11  
36 addresses valuation issues and indicates that a wind turbine impact study for Dodge and Fond Du  
37 Lac Counties in Wisconsin that was completed in 2009 showed that property sales within the  
38 influence area of an aerogenerator were at a lower value than those outside the area, and that sales

10/6/11

1 within the area were more sluggish. The average drop in value was 30%. Ms. Schildt stated that the  
2 document indicates that the study was sponsored by the Calumet County Citizens for Responsible  
3 Energy but was protected against influence from the sponsor by having complete independence to  
4 gather facts, data and other related material. She said that the study notes that the main influences on  
5 value are view, peace and serenity and the rural environment in general. While those are negatively  
6 impacted by a wind power station, the study notes that prices tend to remain steady to rising for those  
7 properties receiving an income stream from the aerogenerator lease income. Ms. Schildt stated that  
8 she counted 39 homes in the California Ridge Wind Farm Project which were non-participating  
9 homes and 9 there were participating therefore the non-participating homes outweigh the  
10 participating.

11  
12 Ms. Schildt stated that pages 14 and 15 of the document titled, *Wind Energy Production: Legal*  
13 *Issues and Related Liability Concerns for Landowners by Roger A. McEowen, Iowa State University*  
14 *Center for Agricultural Law and Taxation*, discusses a Supreme Court case in Kansas. She said that  
15 Wabaunsee County banned commercial wind farms and was taken to court and during the court case  
16 the court noted that commercial wind farms have a negative impact on property values. She said  
17 that she likes to take the common sense test which is as follows: if you have two equivalent  
18 properties in a rural area although one house is surrounded by farmland while the other is surrounded  
19 by farmland and 134 500-foot tall turbines which have a rotor which is the size of the Memorial  
20 Stadium football field that will be turning and turning with red lights flashing continuously every day  
21 and night every year. She asked the Board which house would they buy and pay more for. She  
22 distributed a rough hand drawn picture of a turbine with a home to indicate that the suggestion that  
23 there is not going to be any impact on her property value would be intellectually dishonest.

24  
25 Ms. Schildt stated that one of the requirements of a special use permit is that it has to preserve the  
26 essential character of the district and the essential character of the district currently is that it is  
27 agricultural with a scenic river and wetland preserve within close proximity as well as the Middle  
28 Fork Nature Preserve where many people choose to camp. She said that the turbines will change the  
29 character of the district for a very long time and Lines 18-20 of the September 8, 2011, minutes  
30 indicated Mr. Leuchtmann's testimony regarding such. She said that Mr. Leuchtmann testified that  
31 this is an industrial project in an agricultural area which is not typical. Ms. Schildt stated Amen to  
32 Mr. Leuchtmann's statement.

33  
34 Mr. Thorsland requested that Ms. Schildt submit her hand drawn picture as a Document of Record.

35  
36 Ms. Schildt submitted her drawing.

37  
38 Mr. Thorsland asked the Board if there were any questions for Ms. Schildt and there were none.

10/6/11

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Mr. Thorsland asked if staff had any questions for Ms. Schildt.

Mr. Hall asked Ms. Schildt if all of the properties included in the study conducted at Clarkson University were located in New York.

Ms. Schildt stated yes.

Mr. Hall asked if the authors commented on whether or not the results would be expected to apply elsewhere in other areas that are not like northern New York.

Ms. Schildt stated that she does not recall that they did. She said that they were trying to account for all kinds of biases that might come in including things like wind turbines may be built in areas that are less desirable in the first place. She said that she would have to review the study again before fully answering Mr. Hall's question.

Mr. Hall stated that the study that he distributed to the Board had wind farms in New York, Wisconsin, Iowa, Washington, Oregon, Texas, Oklahoma, Pennsylvania and Illinois which is a much wider cross-section of values than just northern New York.

Ms. Schildt stated that his distributed study may include a wider geographical range but the factors would remain the same no matter where you are geographically. She said that they are not talking about houses that are five miles away like his study does but houses that are in close proximity. She said that she is concerned about the 39 homes that are included in the footprint of this project.

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

Mr. Thorsland asked if staff had any further questions for Ms. Schildt and there were none.

Mr. Thorsland asked the audience if anyone desired to cross examine Ms. Schildt and there was no one.

Mr. Thorsland asked the audience if anyone desired to sign the witness register at this time to present testimony regarding this case.

Mr. Thorsland called Mr. Dwight Redding to testify.

Mr. Dwight Redding, who resides at 2315 E. Main Street, Urbana, stated that he is satisfied that the

10/6/11

1 turbines will make some noise and he has visited many areas that have wind turbines operating but  
2 mostly around the PawPaw area on Route 39. He said that there are several in the PawPaw area and  
3 he has been close to them, touched them, leaned on them and stood under them and they do indeed  
4 make noise but he does not honestly believe that the noise compares to the noise that is generated on  
5 Main Street 365 days a year, 24 hours per day, seven days per week. He said that there used to be a  
6 lot more noise on Main Street because the railroad used to operate nearby and that too was a 365  
7 days per year, 24 hours per day, and seven days per week operation. He said that there was a shop  
8 that worked 24 hours per day which belched out black smoke continuously everywhere which made  
9 the houses and the roads dirty but the people got over it and it continued. He said that the merry days  
10 are past and people are going to have to swallow their pride and learn to live with things. He said  
11 that he hopes no one loses any more money than is necessary but it is going to happen and a lot of  
12 common sense needs to be applied for the whole situation. He said that until someone else comes up  
13 with a better idea than the wind he does not know where we are going to get electricity because he  
14 can remember when there used to be one safety switch with no fuse on it that was either on or off.  
15 He said that one electric appliance existed in most households and chances were that it was an  
16 electric iron and there may have been three electric light bulbs in the house and when one went out  
17 they all went out. He said that he is in support with the wind farm although he understands that a lot  
18 of the information needs to be reviewed but a lot of the information that has been presented is to just  
19 scare the public. He said that there are a lot of things that go on in this country which makes a lot of  
20 noise and a lot of discomfort for a lot of people much more than the wind turbines.

21  
22 Mr. Thorsland asked the Board if there were any questions for Mr. Redding and there were none.

23  
24 Mr. Thorsland asked if staff had any questions for Mr. Redding and there were none.

25  
26 Mr. Thorsland asked the audience if anyone desired to cross examine Mr. Redding and there was no  
27 one.

28  
29 Mr. Thorsland asked the audience if anyone desired to sign the witness register at this time to present  
30 testimony regarding this case and there was no one.

31  
32 Mr. Thorsland closed the witness register for tonight's meeting.

33  
34 Mr. Thorsland called for a ten minute recess.

35  
36 **The Board recessed at 7:15 p.m.**

37 **The Board resumed at 7:25 p.m.**

38

10/6/11

1 Mr. Thorsland stated that the Board had worked their way through Waivers #1 and #5 of the six  
2 current waivers. He said that Waiver #2 is to waive the standard condition of 6.1.4F.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 he is very encouraged knowing that the Board is on the  
5 cuff of not having to do this waiver therefore he is going to set this waiver to the side for a moment.  
6 He said that Waiver #3 is to waive the standard condition of 6.1.4F.1.u. that requires street upgrades  
7 be in accordance with IDOT Bureau of Local Roads manual, 2005 edition. He said that the Board  
8 has not added anything to this waiver. He asked the Board if there were any questions for staff  
9 regarding Waiver #3.

10  
11 Mr. Courson asked if the waiver is granted what specification would be used to design or maintain  
12 the roads or would it be at the discretion of the road commissioner.

13  
14 Mr. Hall stated that it would be at the discretion of the township highway commissioner and  
15 whatever the ZBA does will not tie the hands of the township highway commissioner and he can do  
16 what he believes is right. He said that if the Board believes that no deviation should be allowed then  
17 under the terms of the special use permit then the waiver should not be approved. He said that the  
18 Board has not received anything in writing suggesting that this waiver should not be approved and he  
19 believes that if the highway commissioners thought that was the case then the Board would have a  
20 letter. He said that the Board does have a letter regarding the other waiver.

21  
22 Mr. Courson stated that if the waiver is granted then the highway commissioners could still require  
23 that the IDOT Bureau of Local Roads standards be used. He said that this would give the highway  
24 commissioners responsibility over the roads therefore he does not believe there is an issue with the  
25 Board granting the waiver.

26  
27 Mr. Hall agreed. He said that the Board has seen the County Road Agreement and it refers to the  
28 BLR standards although the Board has not seen the township agreement yet.

29  
30 Mr. Palmgren stated that Mr. Johnson previously testified that he wanted the Board to hold off on  
31 this waiver.

32  
33 Mr. Hall stated that Mr. Johnson requested that the Board not take action on the special use permit  
34 until they had a signed agreement for review.

35  
36 Mr. Thorsland stated that Mr. Johnson's statement is independent from this waiver. He said that this  
37 is in regards to the standards and the statement was whether or not the agreement was signed before  
38 the end of the public hearing.

10/6/11

1

2 Mr. Blazer stated that the BLR are expressly incorporated in the County Road Agreement which the  
3 ZBA has received and reviewed. He said that he does not know if the ZBA will see the township  
4 road agreements or not because that is entirely up to the township road commissioners. He said that  
5 there is no element of those agreements which requires approval by the ZBA or the County Board.  
6 He said that Sheryl Kuzma has indicated that the township road agreements have been approved and  
7 signed by the township road commissioners and the originals are on their way back to Invenergy for  
8 signature. He said that those agreements have identical language because they were initiated by the  
9 same attorney and the BLR standards are incorporated and are discretionary with the road  
10 commissioners and at the County level, Jeff Blue. He said that all of the agreements all contain very  
11 detailed and expensive specifications as to what Invenergy will do with respect to each of the roads.

12

13 Mr. Passalacqua asked if any of the road commissioners were participating landowners in the project.

14

15 Mr. Thorsland stated not that he is aware.

16

17 Mr. Thorsland read Waiver #3 (originally #7) as follows: Waive the standard condition of 6.1.4  
18 F.1.u that requires street upgrades be in accordance with IDOT Bureau of Local Roads manual, 2005  
19 edition. He said that the waiver includes the following special condition: The Roadway Upgrade  
20 and Maintenance Agreements shall require road repair work to be performed in accordance with the  
21 IDOT Bureau of Local Roads Manual (BLE Manual), 2006 edition, and the IDOT *Standard*  
22 *Specifications for Road and Bridge Construction* (IDOT Specifications), but the relevant street  
23 jurisdiction may, on a case by case basis, exercise their discretion to waive either of the standards so  
24 long as public safety is not compromised. The special condition is required to ensure that road use  
25 agreements ensure adequate public safety but also provide necessary flexibility in road repair work.

26

27 Mr. Thorsland read required finding #1 for Waiver #3 as follows: The requested waiver, subject to  
28 the condition IS/IS NOT in accordance with the general purpose and intent of the Zoning Ordinance  
29 and WILL/WILL NOT be injurious to the neighborhood or to the public health, safety and welfare  
30 because i: under state law the relevant highway authority is responsible for providing both a safe and  
31 an efficient system; and ii. the special condition waives the BLR standards only when agreeable to  
32 the relevant highway authority and only so long as public safety is not compromised.

33

34 **Ms. Capel stated that the requested waiver, subject to the condition IS in accordance with the**  
35 **general purpose and intent of the Zoning Ordinance and WILL NOT be injurious to the**  
36 **neighborhood or to the public health, safety and welfare because: i: under state law the**  
37 **relevant highway authority is responsible for providing both a safe and an efficient system;**  
38 **and ii. the special condition waives the BLR standards only when agreeable to the relevant**

10/6/11

1 **highway authority and only so long as public safety is not compromised.**

2  
3 Mr. Thorsland requested that the Board indicate their vote by a show of hands.

4  
5 **Six Board members agreed with Ms. Capel's statement with none opposed.**

6  
7 Mr. Thorsland read finding #2 for Waiver #3 as follows: Special conditions and circumstances  
8 DO/DO NOT exist which are peculiar to the land or structure involved, which are not applicable to  
9 other similarly situated land and structures elsewhere in the same district because i: the existing rural  
10 road network must accommodate the proposed wind farm construction in an efficient and safe  
11 manner; and ii the relevant highway authority will have the discretion to waive the BLR standards if  
12 unique circumstances are encountered in the construction of the wind farm or if a more efficient  
13 standard is available but: iii the BLR standards can only be waived so long as public safety is not  
14 compromised.

15  
16 **Ms. Capel stated that special conditions and circumstances DO exist which are peculiar to the**  
17 **land or structure involved, which are not applicable to other similarly situated land and**  
18 **structures elsewhere in the same district because i: the existing rural road network must**  
19 **accommodate the proposed wind farm construction in an efficient and safe manner; and ii the**  
20 **relevant highway authority will have the discretion to waive the BLR standards if unique**  
21 **circumstances are encountered in the construction of the wind farm or if a more efficient**  
22 **standard is available but: iii the BLR standards can only be waived so long as public safety is**  
23 **not compromised.**

24  
25 **Six Board members agreed with Ms. Capel's statement with none opposed.**

26  
27 Mr. Thorsland read required finding #3 for Waiver #3 as follows: Practical difficulties or hardships  
28 created by carrying out the strict letter of the regulations sought to be varied WILL/WILL NOT  
29 prevent reasonable or otherwise permitted use of the land or structure or construction because  
30 without the waiver the resulting inefficiencies could be significant enough to pose an undue financial  
31 burden for the construction of the wind farm even though public safety would not be enhanced

32  
33 **Ms. Capel stated that practical difficulties or hardships created by carrying out the strict letter**  
34 **of the regulations sought to be varied WILL prevent reasonable or otherwise permitted use of**  
35 **the land or structure or construction because without the waiver the resulting inefficiencies**  
36 **could be significant enough to pose an undue financial burden for the construction of the wind**  
37 **farm even though public safety would not be enhanced.**

10/6/11

1 **Five Board members agreed with Ms. Capel's statement with one opposed.**

2  
3 Mr. Thorsland read required finding #4 for Waiver #3 as follows: The special conditions,  
4 circumstances, hardships, or practical difficulties DO/DO NOT result from actions of the applicant  
5 because the special conditions are related to the existing highway conditions.  
6

7 **Ms. Capel stated that the special conditions, circumstances, hardships, or practical difficulties**  
8 **DO NOT result from actions of the applicant because the special conditions are related to the**  
9 **existing highway conditions.**

10  
11 **Five Board members agreed with Ms. Capel's statement with one opposed.**

12  
13 Mr. Thorsland read required finding #5 for Waiver #3 as follows: The requested waiver, subject to  
14 the proposed condition IS/IS NOT the minimum variation that will make possible the reasonable use  
15 of the land/structure because the special condition allows the relevant highway authority to follow  
16 the most efficient methods so long as public safety is not compromised.  
17

18 **Ms. Capel stated that the requested waiver, subject to the proposed condition IS the minimum**  
19 **variation that will make possible the reasonable use of the land/structure because the special**  
20 **condition allows the relevant highway authority to follow the most efficient methods so long as**  
21 **public safety is not compromised.**

22  
23 **Six Board members agreed with Ms. Capel's statement with none opposed.**

24  
25 Mr. Thorsland read Waiver #4 (originally #8) as follows: Waive the standard condition 6.1.4 I.1.  
26 that requires the noise level of each wind farm tower and wind farm to be in compliance with the  
27 Illinois Pollution Control Board regulations at the residential property line rather than to be in  
28 compliance just at the dwelling. He asked staff to review the status of this waiver.  
29

30 Mr. Hall stated that there is a lot of new evidence in Attachment G. of the Supplemental  
31 Memorandum dated October 6, 2011. He said that the ambient sound results are documented and  
32 it's clear that the ambient sound is higher than the IPCB limits in some instances. He said that the  
33 conservative assumptions on the noise modeling are detailed in that they assumed wind at 51 miles  
34 per hour for an entire hour with no variability and they assumed that the wind blows from every  
35 direction and not just a predominant direction. He said that they took into account certain  
36 topography and 3-D modeling and all of those things are conservative assumptions. He said that to  
37 some degree the result is not really a realistic noise but really an artificially high noise. He said that  
38 Mr. Casey did not try to characterize how artificially high the noise is but in this instance an

10/6/11

1 artificially high noise is a good thing because even using artificially high noise it is still within the  
2 IPCB limits. He said that Attachment G includes the turbine data provided by GE and the night time  
3 summary analysis of the ambient sounds. He said that there still is the question about where the  
4 IPCB limit actually applies and the fact that the noise analysis in the report assumed a different  
5 layout than the current site plan. He said that he went through the process of averaging the sound  
6 loss to try to identify if for a small property, there was a clear indication that at the property line it  
7 would be in compliance which at that point was a dead end. He said that the Supplemental  
8 Memorandum included a letter from Tim Casey regarding the correct values of 61dBA and 51dBA  
9 for daytime and night time. He said that Page G-7 includes four bullets which characterize how high  
10 the predicted sound levels are compared to the ambient sound level and the fact that it is compliant  
11 with the IPCB. He said that the Board does have a lot of data and conservative assumptions and  
12 acclamation that there is a disagreement on how the IPCB standards should be applied. He said that  
13 ambient noise levels exceed the noise standard although generally due to wind. He said that there are  
14 260 receptors and 49 are in the immediate special use permit area and the other 211 must be within  
15 the Village of Royal which is some distance from the wind farm. He said that all of the higher  
16 readings relate to the 49 dwellings which are located within the special use permit area and some of  
17 the readings are much higher than others but all are within the IPCB limits at the dwelling.

18  
19 Mr. Thorsland stated that staff determined that the greatest reported night time sound level at the  
20 31.5 hertz octave of 68dB likely occurred at this location. The average reduction in sound level from  
21 the turbine data of 82.5 dBA at 31.5 hertz to the predicted 68dB at the dwelling is about 1dB per  
22 each 71.8 feet of distance. He said that this is how much it dropped in 71.8 feet and at 1,000 hertz it  
23 dropped dB at 17.8 feet.

24  
25 Mr. Hall stated that this is the amount that it dropped or increased depending on the direction.

26  
27 Mr. Thorsland stated that previously the Board received testimony that when they modeled this that  
28 the diagonal was actual longer than the ground distance from the turbine.

29  
30 Ms. Capel asked Mr. Hall to indicate the exact wording in the Ordinance.

31  
32 Mr. Hall stated that the exact wording in the Ordinance is that the standard is the IPCB noise limits  
33 but other exact wording in the Ordinance is that a special use permit can only be approved if there is  
34 a finding of no injury to the district or detriment to the public welfare. He said that if it meets the  
35 standard is that okay if the Board is unhappy with the noise level therefore between now and the next  
36 meeting he wants to talk to the State's Attorney.

37  
38 Ms. Capel stated that the Board must go with the language as indicated in the Ordinance. She asked

10/6/11

1 if in granting the waiver the Board will not waive the standard condition but allowing the standard  
2 condition to be applied at the dwelling as opposed to the property line.

3  
4 Mr. Hall stated that the Board cannot approve a violation of the IPCB standard.

5  
6 Ms. Capel stated correct, therefore if there is a violation of the IPCB standard then there is a  
7 compliance issue. She said that the Board cannot approve a violation of the strict letter of the  
8 standards therefore the Board needs input from the State's Attorney.

9  
10 Mr. Thorsland stated that the Board should defer Waiver #4 until staff receives clarification from the  
11 State's Attorney.

12  
13 Mr. Hall stated that the Board should not focus on the maximums because with anything else there is  
14 a distribution of sound levels. He said that there are a couple which are high and they tend to go  
15 down after that and the highest ones are the only ones with 6dBA difference between the median  
16 ambient and what is being reported at the dwelling. He said that in this decision the Board has to  
17 separate what is typically occurring from the maximum. He said that if the Board does not have a  
18 problem with the maximum then they can approve the waiver and be done but for Board members  
19 who are concerned about the maximum he reminded the Board that they have not asked for any  
20 adjustment in turbine location. He said that the Board has been told time and time again that turbine  
21 location has to be very flexible.

22  
23 Mr. Blazer stated that micro-siting of the turbines does not mean that Invenergy can evade or avoid  
24 any of the IPCB regulations and any final siting will be subject to those regulations. He said that  
25 Invenergy did not ask for the waiver and they are not asking for the waiver and they do not intend to  
26 ask for the waiver because they see no need for the waiver.

27  
28 Mr. Palmgren asked who required the waiver.

29  
30 Mr. Hall stated that staff included the waiver because he surmised that the Board believes that the  
31 standard applies at the property line and the public of Champaign County believes that the standard  
32 applies at the property line.

33  
34 Mr. Thorsland stated that Page E-14, of the Supplemental Memorandum dated September 22, 2011,  
35 indicates Waiver #6 (originally #11) and the two different parts which are in conflict are 6(a) and  
36 6(b). He said that the proposed waiver is the minimum waiver necessary to resolve that  
37 contradiction. He asked the Board if they would be more comfortable determining this waiver after  
38 the Board has received feedback from the State's Attorney regarding Waiver #4.

10/6/11

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38

Ms. Capel stated yes.

Mr. Thorsland stated that Waiver #6 is deferred at this time.

Mr. Thorsland stated that Attachment G, of the Supplemental Memorandum dated September 29, 2011, indicates the revised special conditions of approval which must be approved by both the Board and the Petitioner.

Mr. Hall stated that A.3 should be revised to indicate 3.2 megawatts in Ogden Township and 44.8 megawatts in Compromise Township.

Mr. Thorsland asked Mr. Hall if this change would require re-advertisement.

Mr. Hall stated that he does not feel that re-advertisement is necessary but it is up to the Board.

The consensus of the Board was that re-advertisement was not necessary.

Mr. Thorsland read Special Condition A. as follows:

- A. **The special use permit authorizes a wind farm as follows: 1. the type of wind turbine authorized is the General Electric 1.6-100 wind turbine with a hub height of 100 meters (328 feet) and a rotor diameter of 100 meters (328 feet); and 2. The maximum overall height of each wind farm tower shall be 492 feet; and 3. The maximum number of wind turbine towers (wind turbines) is 30 with a total nameplate capacity of not more than 48 megawatts (MW) of which not more than 28 wind farm towers with a total nameplate capacity of not more than 44.8 megawatts are proposed in Compromise Township (Part A) and not more than 2 wind farm towers with a total nameplate capacity of not more than 3.2 megawatts proposed in Ogden Township (Part B), and including access roads, wiring, and related work on specified public roads (highways).**  
The special condition is required to ensure that the constructed wind farm is consistent with the special use permit approval.

Mr. Thorsland asked the petitioner if they agreed to Special Condition A.

Mr. Blazer nodded in agreement.

Mr. Thorsland asked the Board if they agreed to Special Condition A. and the Board indicated yes.

10/6/11

1 Mr. Thorsland read Special Condition B as follows:

2 **The approved site plan consists of the following documents: 1. California Ridge Wind**  
3 **Energy Project Champaign County Special Use Permit Application received July 1,**  
4 **2011; and 2. Status Summary Map with Setbacks California Ridge Wind Energy**  
5 **Center, Champaign and Vermilion Counties, received July 21, 2011 (an excerpt of only**  
6 **the Champaign County portion; and 3. Champaign County Non-Participating Dwelling**  
7 **Separation Summary map received July 29, 2011 Parcel; and 4. Map of Conservation**  
8 **Recreation Zoning District and Incorporated Municipality Setback Compliance**  
9 **received September 29, 2011.** The special condition is required to ensure that the  
10 constructed wind farm is consistent with the special use permit approval.  
11

12 Mr. Thorsland asked the petitioner if they agreed to Special Condition B.

13  
14 Mr. Blazer nodded in agreement.

15  
16 Mr. Thorsland asked the Board if they agreed to Special Condition B. and the Board indicated yes.

17  
18 Mr. Thorsland skipped Special Condition C. at this time.

19  
20 Mr. Thorsland read Special Condition D. as follows:

21  
22 **The Roadway Upgrade and Maintenance Agreements shall require road repair work**  
23 **to be performed in accordance with the IDOT Bureau of Local Roads Manual, 2006**  
24 **edition, and the IDOT *Standard Specifications for Road and Bridge Construction*, but**  
25 **the relevant street jurisdiction may, on a case by case basis, exercise their discretion to**  
26 **waive the BLR standards so long as public safety is not compromised.** The special  
27 condition is required to ensure that road use agreements ensure adequate public safety but  
28 also provide necessary flexibility in road repair work.  
29

30 Mr. Thorsland asked the petitioner if they agreed to Special Condition D.

31  
32 Mr. Blazer nodded in agreement.

33  
34 Mr. Thorsland asked the Board if they agreed to Special Condition D. and the Board indicated yes.

35  
36 Mr. Thorsland read Special Condition E. as follows:

37 **Construction activities to build the wind farm shall generally only occur during the**  
38 **weekday daytime hours of 7AM to 10PM, provided, however, that construction**

10/6/11

1           **activities may occasionally commence earlier in the day if required. Those construction**  
2           **activities include but are not limited to the following: 1. Construction of access roads;**  
3           **and 2. Delivery and unloading of wind farm equipment and materials; and 3.**  
4           **Excavation for and construction of wind farm tower foundations and 4. Installation of**  
5           **wind farm wiring; and 5. Assembly of wind farm turbines; and 6. Erection of wind**  
6           **farm towers.** The special condition is required to ensure that the affects of wind farm  
7           construction on neighbors is consistent with the special use permit approval.  
8

9           Mr. Passalacqua stated that the language is very broad because if the special condition is proposed to  
10          protect the neighbors then the language should less vague.  
11

12          Mr. Courson stated that he agrees. He said that the language in the special condition could be subject  
13          to interpretation.  
14

15          Mr. Thorsland stated that he assumes that Mr. Passalacqua and Mr. Courson are concerned about the  
16          word “occasionally.”  
17

18          Mr. Courson stated that the special condition also indicates “shall generally occur.” He said that  
19          there may be circumstances that the construction occurs past 10PM.  
20

21          Mr. Leuchtmann stated that they are looking for flexibility during specific situations. He said that  
22          sometimes during concrete pours it could take all day and they would like to be able to finish the  
23          entire foundation pour in one day. He said that during the summer months or hot days they would  
24          like to start as early as possible and typically trucks could be arriving at the construction site at 5AM.  
25

26          Ms. Capel asked Mr. Leuchtmann if this type of activity would take place on the weekend.  
27

28          Mr. Leuchtmann stated that at other locations they do occasionally work on Saturdays.  
29

30          Mr. Hall stated that the language that is in the current version is consistent and provides some  
31          flexibility and if the wording “occasionally” or “generally” is changed then the Board will be  
32          specifying more particularly what the flexibility is unless there is a time which the Board does not  
33          want any activities occurring before at any time of the year or under any event.  
34

35          Mr. Courson stated that not only could this special condition be interpreted as earlier but it could be  
36          interpreted as later.  
37

38          Mr. Hall stated that he wished it did indicate, “and occasionally past 10PM.” He said that right now

10/6/11

1 when he reads the special condition the only flexibility that it provides is to start earlier than 7AM  
2 and if the intention is to run past 10PM then why not have a clause similar to the one about starting  
3 earlier. He said that he encouraged this earlier when we were starting on this language but the  
4 petitioner was comfortable with it.

5  
6 Mr. Passalacqua stated that with the current wording in the special condition the petitioner can work  
7 anytime they want.

8  
9 Mr. Hall stated that maybe once, twice, not every day or every week. He said that there is some gray  
10 area in the language but one thing that is clear is that it does not happen every day and if it did  
11 happen every day, every week, seven days in a row there would be some calls made because that is  
12 not what the special condition indicates.

13  
14 Mr. Thorsland asked who would enforce this special condition.

15  
16 Mr. Hall stated the State's Attorney. He said that he can see the need for flexibility.

17  
18 Mr. Passalacqua stated that he works outside and it is weather sensitive.

19  
20 Mr. Thorsland stated that this is sited in an agricultural area and there are no set hours for agriculture.  
21 He said that he can combine or work ground for hours and sometimes it does happen although it is  
22 occasional and seasonal. He said that he assumes that many people who live in the agricultural area  
23 are familiar with these practices therefore they hear noise at odd hours and they are aware of when it  
24 is 90 degrees out and people start earlier. He said that when it is 90 degrees at 10AM on his farm  
25 they begin operation at 5AM. He said that the petitioner has indicated that this flexibility is not  
26 something that they intend to do every day and if they do there will be phone calls received.

27  
28 Mr. Blazer stated that to make the special condition easier a proviso could be added indicating that  
29 under no circumstances would any work take place between 10PM and 5 AM. He said that the only  
30 thing that they are looking for is potential early concrete pours. He said that this could also occur on  
31 Saturday. He said that as a lawyer he would indicate the language as follows: include but are limited  
32 to the following: provided, however, that under no circumstances shall work take place between the  
33 hours of 10PM and 5AM.

34  
35 Mr. Hall asked Mr. Blazer if, as a lawyer, he wants to indicate language regarding Saturday.

36  
37 Mr. Blazer stated that the language, "generally only occur during the weekdays," was removed  
38 therefore giving them the flexibility to work on Saturday.

10/6/11

1  
2 Ms. Capel stated that Sunday should be excluded.

3  
4 Mr. Blazer agreed.

5  
6 Mr. Courson stated that White Construction, the contractor for the Ford County wind farm project,  
7 does work on Saturday at the facility.

8  
9 Mr. Thorsland asked Mr. Blazer if they were comfortable with excluding Sunday.

10  
11 Mr. Blazer indicated yes.

12  
13 Mr. Thorsland stated that the Board will defer Special Condition E. to the next meeting so that staff  
14 can draft the new language as discussed tonight.

15  
16 Mr. Thorsland read Special Condition G. as follows:

17 **Non-participating dwelling or other principal structures shall not receive more than 45**  
18 **hours of shadow flicker per year.** The special condition is required to ensure that the  
19 actual shadow flicker cast on non-participating neighbors is similar to the anticipated shadow  
20 flicker that was presented in the public hearing.

21  
22 Mr. Thorsland asked the petitioner if they agreed to Special Condition G.

23  
24 Mr. Blazer nodded in agreement.

25  
26 Mr. Thorsland asked the Board if they agreed to Special Condition G. and the Board indicated yes.

27  
28 Mr. Thorsland read Special Condition H. as follows:

29 **This special use permit shall expire on the following dates and/or the following reasons:**  
30 **1. If no zoning use permit application has been received by the Department of Planning**  
31 **and Zoning by 4:30PM on October 20, 2014, which is consistent with the expiration**  
32 **deadline in the Roadway Upgrade and Maintenance Agreements; or 2. Upon**  
33 **completion of all decommissioning and reclamation requirements of the wind farm**  
34 **Reclamation Agreement and the subsequent release of the financial assurance required**  
35 **by 6.1.4 P. following the requirements of a written agreement with the County.** The  
36 special condition is required to ensure that the ultimate limits of the special use permit are  
37 clearly defined and consistent with the Ordinance requirements and the special use permit  
38 approval.

10/6/11

1

2 Mr. Hall stated that the County Highway Agreement expires on March 01, 2013, and he does not  
3 believe that we want the special use permit to be valid if the road agreement is not valid. He said  
4 that March 01, 2013, is the cut-off date on the road agreement and that is on Page 21 of 44. He said  
5 that the highway agreement refers to substantial construction and this just refers to submitting one  
6 zoning use permit application by that cut-off time.

7

8 Mr. Thorsland asked the Board if they were comfortable with the revision and the Board indicated  
9 yes.

10

11 Mr. Thorsland asked the petitioner if they agreed to the revision.

12

13 Mr. Blazer stated that it makes sense to use the same date. He said that the provision in the road  
14 agreement specifically indicates that the agreement shall be void if substantial construction of the  
15 project is not commenced on or before March 1, 2013. He said that obviously Invenenergy cannot  
16 commence construction until they have gotten the Zoning Use Permits therefore it would only make  
17 sense to use the same date.

18

19 Mr. Thorsland asked the petitioner if they agreed to Special Condition H.

20

21 Mr. Blazer nodded in agreement.

22

23 Mr. Thorsland asked the Board if they agreed to Special Condition H. and the Board indicated yes.

24

25 Ms. Capel noted that there is no Special Condition F.

26

27 Mr. Hall stated that staff will correct the error in numbering the special conditions.

28

29 Mr. Thorsland read Part 1 of Special Condition I. as follows:

30 **Each wind farm tower shall be constructed within 125 feet of the location indicated in**  
31 **the approved site plan for the special use permit provided as follows: (a) no separation**  
32 **to a non-participating property or principal structure shall be less than the minimum**  
33 **required by the Ordinance; and (b) a greater deviation from the approved site plan is**  
34 **permissible so long as the greater deviation is not towards a non-participating principal**  
35 **building located within 1,325 feet of the wind farm tower.**

36 Ms. Capel stated that she is concerned about an increase in the noise from moving the towers around.

37

38 Mr. Hall stated that if a tower is moved closer to a dwelling there will be an increase in noise.

10/6/11

- 1
- 2 Mr. Capel stated that the petitioner can move the tower but not towards a non-participating dwelling.
- 3
- 4 Mr. Hall stated that this puts that prohibition only when you are already within 1,325 feet but if you
- 5 are 2,000 feet away you can come to within 1,325 feet.
- 6
- 7 Ms. Capel stated that would make a significant difference if you were in the 1,325 foot range.
- 8
- 9 Mr. Hall stated that if you are within 1,325 feet you can deviate by 125 feet but if you are 2,000 feet
- 10 out a greater deviation is permissible.
- 11
- 12 Ms. Capel stated that the deviation is more wide open than she is comfortable with in terms of
- 13 moving the turbines around.
- 14
- 15 Mr. Hall stated that the last time the Board reviewed this matter there was a mention of a 10%
- 16 deviation but that would even get cut-off when the turbine was at the minimum.
- 17
- 18 Mr. Thorsland asked if the Board would be more comfortable if it was clearly stated what the
- 19 minimum is from a non-participating dwelling.
- 20
- 21 Ms. Capel stated that people who are non-participating are looking at the map and predicting their
- 22 lives based on what this map looks like and it is a pretty negative emotional impact if the tower is a
- 23 lot closer than what they originally thought it was going to be. She said that there should be some
- 24 limit.
- 25
- 26 Mr. Hall asked Ms. Capel if she is ruling out some flexibility.
- 27
- 28 Ms. Capel stated that she is not ruling out some flexibility but she is not comfortable with 500 feet.
- 29
- 30 Mr. Hall stated that the petitioner has indicated that a new noise study is not unreasonable to verify
- 31 that it is still in compliance but the study would be based on computer modeling of the final locations
- 32 of the turbines.
- 33
- 34 Ms. Capel stated that the petitioner would do a model before they actually sited the wind tower.
- 35
- 36 Mr. Hall stated that he is sure that they would and staff would get a copy of it based on the final
- 37 location.
- 38

10/6/11

1 Mr. Thorsland stated that if they exceed the limit then staff would receive a phone call.

2

3 Ms. Capel stated that it seems too late.

4

5 Mr. Blazer stated that the Ordinance has a setback for non-participating structures of 1,200 feet  
6 therefore Invenergy wanted to guarantee that under no circumstances they would become closer than  
7 that therefore the used the 1,325 feet. He said that under no circumstances would they be closer than  
8 1,200 feet, which is the minimum set forth in the Ordinance, but Mr. Hall believed that a 1,500 foot  
9 separation would go further in addressing the concerns that the Board has and in discussion now  
10 Invenergy could live with the 1,500 feet. He said that a 1,500 feet separation is 300 feet more than  
11 what the Ordinance requires now but Invenergy can work with it in some fashion.

12

13 Mr. Hall asked Mr. Blazer if they are further than 1,500 feet is the 125 feet flexibility adequate.

14

15 Mr. Blazer stated yes.

16

17 Mr. Leuchtmann asked if the question is if the turbine is 2,000 feet from a non-participating dwelling  
18 can that be held to 125 feet.

19

20 Mr. Hall asked if that is enough.

21

22 Mr. Leuchtmann stated that he would prefer the 1,500 feet.

23

24 Mr. Passalacqua stated that if a turbine was sited 2,000 feet out it could be moved 125 feet and still  
25 be in compliance.

26

27 Mr. Capel stated that any turbine cannot be moved more than 125 feet.

28

29 Mr. Hall asked if that is adequate flexibility.

30

31 Mr. Leuchtmann stated that he would prefer to have the flexibility of making sure that they will not  
32 be within 1,500 feet of a participant. He said that if they run into something where they have to  
33 move it 250 feet because of the geo-tech then that is why it was written that it could not be less than  
34 1,500 feet.

35

36 Mr. Thorsland asked Mr. Parzyck to address the Board.

37

38 Mr. Kevin Parzyck, Vice-President of Development for the Central Region, stated that he is working

10/6/11

1 with Mr. Leuchtmann on this project. He said that typically the flexibility has to do with landowner  
2 requests therefore at the final hour of micro-siting the landowner may indicate that they want the  
3 turbine shifted. He said that the shifting of the tower would still be in compliance with the  
4 Ordinance but it is typically requested to satisfy the landowner's request.

5  
6 Mr. Thorsland stated that the petitioner is comfortable with 1,500 feet from non-participating and  
7 past that there is 125 feet of flexibility. He said that if the turbine was 2,000 feet away Invenergy  
8 would want something greater than 125 feet such as 10%. He said that staff and the Board may need  
9 the opportunity to further work on this language to a time which is yet to be decided. He said that  
10 the Board needs to define the difference between participating and non-participating with that very  
11 hard limit in the non-participating of 1,500 with a smaller allowable deviation away only in (b).

12  
13 Mr. Parzyck stated that the language can be clarified better at a later date.

14  
15 Mr. Thorsland agreed.

16  
17 Mr. Courson stated that perhaps it could be better explained in a chart.

18  
19 Mr. Hall stated that he hopes that it is simple enough that the language could be written out because  
20 even if it is a chart he would recommend writing it out. He said that Mr. Parzyck stated that 10%  
21 might be okay.

22  
23 Mr. Parzyck stated that he would like to go back and take a look at each of the turbine locations  
24 again and identify what the risks are based on the micro-siting that has occurred over the past couple  
25 of weeks so that he can come back to the Board and indicate exactly where there may be an issue. He  
26 said that he is hoping that it won't be so extensive that a chart is required because he believes he can  
27 go back and look at each individual turbine proposed in the County and understand where they are at  
28 risk.

29  
30 Mr. Thorsland stated that the Board will defer Part 1 of I. to a later date.

31  
32 Mr. Thorsland read Part 2 of Special Condition I. as follows:

33 **2. Prior to excavation for any wind farm tower footing: (a) the applicant shall notify**  
34 **the Zoning Administrator when each wind farm tower location has been identified and**  
35 **marked on the ground so that the Zoning Administrator or a representative can verify**  
36 **that the location is consistent with the approved site plan in the special use permit case;**  
37 **and (b) the Zoning Administrator shall issue a wind farm tower foundation permit**  
38 **after verifying that the wind farm tower location is consistent with the approved site**

10/6/11

1           **plan; and (c) the applicant shall not excavate any wind farm tower footing until the**  
2           **wind farm tower foundation permit has been received.** The special conditions are  
3           required to ensure that the wind farm towers are located in general conformance with the  
4           assertions and studies documented in the California Ridge Wind Energy Project Champaign  
5           County Special Use Permit Application received July 1, 2011, and that the applicant has  
6           some flexibility for optimizing location based on circumstances at each wind farm tower site.  
7

8           Mr. Thorsland asked the petitioner if they agreed to Part 2 of Special Condition I.  
9

10          Mr. Blazer nodded in agreement.  
11

12          Mr. Thorsland asked the Board if they agreed to Part 2 of Special Condition I. and the Board  
13          indicated yes.  
14

15          Mr. Hall suggested that the Board defer Special Condition J. to a later date.  
16

17          Mr. Thorsland asked Mr. Hall if the Board should work on Special Condition K tonight.  
18

19          Mr. Hall stated that in regards to Item #4 he does not believe that there is going to be a covenant  
20          although he does want to obtain the petitioner's input on that but it does not have to be tonight. He  
21          said that he would like to know if Items #7 & #8 are adequate from what they understand the road  
22          agreement to be. He said that we do not have to have much coordination with the highway authority  
23          if we want to leave it up to them and let them be responsible for making sure everything is as it  
24          should be but he would like to do that for the County Engineer because we do that for every other  
25          permit and it doesn't seem to burdensome. He said that he will check with the County Engineer to  
26          make sure Items #7 and #8 are necessary or adequate. He said that he assumes that the Board would  
27          like staff to coordinate with the County Engineer.  
28

29          Mr. Capel stated that staff should coordinate with the County Engineer but not with anyone else  
30          because they will enforce compliance themselves. She said that she does not believe that staff needs  
31          to coordinate with the State.  
32

33          Mr. Hall stated that he is not concerned about the State.  
34

35          Mr. Thorsland stated that in working with the petitioner Special Condition J. can be cleaned up.  
36

37          Mr. Thorsland read Part 1 of Special Condition L. as follows:  
38

**A Zoning Compliance Certificate shall be required for each wind farm tower prior to**

10/6/11

1           **the wind farm going into commercial production of energy. Approval of a Zoning**  
2           **Compliance Certificate shall require the following: 1. An as-built site plan of each**  
3           **specific wind farm tower indicating the specific as-built location of the wind farm**  
4           **tower, other principal structures within 1,500 feet separation, property lines (including**  
5           **identification of adjoining properties), as-built separations, public access roads and**  
6           **turnout locations, substation(s), electrical cabling from the wind farm tower to the**  
7           **substation(s), ancillary equipment, third party transmission lines, maintenance and**  
8           **management facilities and layout of all structures within the geographical boundaries**  
9           **of any applicable setback.**

10  
11 Mr. Hall noted that the original language including ancillary equipment, third party transmission  
12 lines, maintenance and management facilities can be omitted because all of that is located in  
13 Vermilion County. He said that the same correction should occur in Special Condition J. Item #6.

14  
15 Mr. Thorsland asked the petitioner if they agreed to Part 1 of Special Condition L.

16  
17 Mr. Blazer nodded in agreement.

18  
19 Mr. Thorsland asked the Board if they agreed to Part 1 of Special Condition L. and the Board  
20 indicated yes.

21  
22 Mr. Thorsland read Part 2 of the Special Condition L. as follows:

23           **A copy of the approved as-built access road by the relevant highway jurisdiction. The**  
24           **special condition is required to ensure that the wind farm is constructed consistent with the**  
25           **special use permit approval and in compliance with the ordinance requirements.**

26  
27 Mr. Thorsland asked the petitioner if they agreed to Part 2 of Special Condition L.

28  
29 Mr. Blazer nodded in agreement.

30  
31 Mr. Thorsland asked the Board if they agreed to Part 2 of Special Condition L. and the Board  
32 indicated yes.

33  
34 Mr. Thorsland read Special Condition M. as follows:

35           **The California Ridge wind farm shall not begin commercial production of energy until**  
36           **the zoning Administrator has approved a Zoning Compliance Certificate for the entire**  
37           **California Ridge wind farm based on submission and acceptance of all of the following:**  
38           **1. A Zoning Compliance Certificate has been approved for all wind farm towers**

10/6/11

1 approved in the Special Use Permit; and 2. A copy of a certificate of design compliance  
2 for the General Electric 1.6-100 wind turbine has been received from Underwriters  
3 Laboratories (“UL”) or an equivalent third party as authorized in 6.1.4 D. 1(a); and 3.  
4 Documentation of compliance with all required post-wind farm construction  
5 requirements has been received from the relevant highway jurisdictions; and 4. The  
6 Zoning Administrator has verified that informational signs have been erected at each  
7 wind farm accessway as follows: a. the purpose of the signs shall be to publicize the  
8 telephone number of the wind farm complaint hotline required by 6.1.4Q; and b. the  
9 minimum size of each sign shall be 2 feet by 2 feet. The special condition is required to  
10 ensure that the wind farm turbines are certified to meet relevant industry safety standards and  
11 the entire wind farm complies with the special use permit approval before it begins  
12 commercial operation.

13  
14 Mr. Thorsland stated that it has not been verified if the informational signs will be required at each  
15 accessway. He said that Ms. Sims indicated that she did not believe that the signs are required at  
16 each accessway but it would be better than just one sign.

17  
18 Mr. Blazer stated that Invenergy is comfortable in placing the informational signs at each wind farm  
19 accessway.

20  
21 Mr. Thorsland asked the petitioner if they agreed to Special Condition M.

22  
23 Mr. Blazer nodded in agreement.

24  
25 Mr. Thorsland asked the Board if they agreed to Special Condition M. and the Board indicated yes.

26  
27 Mr. Thorsland read Special Condition N. as follows: **The applicant or owner or operator of the**  
28 **wind farm shall comply with the following: 1. Cooperate with local fire protection districts to**  
29 **develop the districts emergency response plan as required by 6.1.4 G.2; and 2. Take reasonable**  
30 **steps to resolve complaints of interference caused by the wind farm to microwave transmission**  
31 **providers, local emergency service providers (911 operators), and broadcast residential**  
32 **television as required by 6.1.4H; and 3. Cooperate fully with Champaign County in resolving**  
33 **any noise complaints including reimbursing Champaign County any costs for the services of a**  
34 **qualified noise consultant pursuant to any proven violation of the IPCB noise regulations as**  
35 **required by 6.1.4 I. 6; and 4. Complete all post-wind farm construction mortality studies on**  
36 **birds and bats as required by 6.1.4 L. 3 and as proposed in the *California Ridge Wind Energy***  
37 ***Project Champaign County Special Use Permit Application received July 1, 2011, particularly***  
38 **pages 5-22 through 5-24, and submit written reports to the Environment and Land Use**

10/6/11

1 **Committee at the end of the first two years and cooperate with the Environment and Land Use**  
2 **Committee in resolving mortality concerns that might arise as required by 6.1.4 L.3(e); and 5.**  
3 **Maintain a current general liability policy as required by 6.1.4N.; and 6. Submit annual**  
4 **operation and maintenance reports to the Environment and Land Use Committee as required**  
5 **by 6.1.4 O.1.; and 7. Maintain compliance with the approved Reclamation Agreement**  
6 **including replacement irrevocable commercial letters of credit as required in the Reclamation**  
7 **Agreement; and 8. Submit to the Zoning Administrator copies of all complaints to the**  
8 **telephone hotline on a monthly basis and take all necessary actions to resolve all legitimate**  
9 **complaints as required by 6.1.4 Q.** The special condition is required to ensure that the future  
10 requirements for the applicant or owner or operator of the wind farm are clearly identified.

11  
12 Ms. Capel asked if it is normal that the County would receive a copy of the general liability policy.

13  
14 Mr. Hall stated that the County receives a copy of certificates of insurance for all licenses and  
15 temporary use permits which involve dangerous things. He said that he thought that it was  
16 conspicuous that the County did not request a copy of the insurance certificate but it is not required  
17 by the Ordinance but all of the things in this special condition are required in the Ordinance.

18  
19 Mr. Thorsland stated that Item #5 should be revised as follows: Maintain a current general liability  
20 policy as required by 6.1.4 N. and provide a copy of the renewal to the Zoning Administrator. He  
21 said that this would also address Ms. Sims' concern regarding the liability insurance.

22  
23 Mr. Thorsland asked the petitioner if they agreed to Special Condition N.

24  
25 Mr. Blazer nodded in agreement.

26  
27 Mr. Thorsland asked the Board if they agreed to Special Condition N. and the Board indicated yes.

28  
29 Mr. Thorsland stated that Waivers #2, #4 and #6 and a few special conditions require additional  
30 work and comments are required from the State's Attorney.

31  
32 Mr. Thorsland requested a motion to begin the Regular Zoning Board of Appeals Meeting at 6:00  
33 p.m. to hear Case 692-V-11 and 695-I-11. He said that immediately following the close of the  
34 regular meeting the Board will begin a Special Zoning Board of Appeals Meeting at 7:00 p.m. to  
35 hear Case 692-S-11.

36  
37 Mr. Hall asked the Board if they want the meetings to be noticed separately or as one continuous  
38 meeting.

10/6/11

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Mr. Thorsland stated that he would prefer that they be noticed as two meetings.

**Ms. Capel moved, seconded by Mr. Courson to begin the Regular Zoning Board of Appeals Meeting at 6:00 p.m. to hear Case 692-V-11 and 695-I-11 and immediately following the close of the regular meeting the Board will begin a Special Zoning Board of Appeals Meeting at 7:00 p.m. to hear Case 692-S-11. The motion carried by voice vote.**

**6. New Public Hearings**

None

**7. Staff Report**

None

**8. Other Business**

**A. Review of ZBA Docket**

None

Mr. Hall asked the Board if there is anything that they would like to have for the last meeting that has not been abundantly made clear already.

Mr. Courson asked Mr. Hall who provided the Lawrence Berkeley National Laboratory Report.

Mr. Hall stated that he submitted the report to the Board for review.

Mr. Courson asked Mr. Hall how he discovered this report.

Mr. Hall stated that he came across this report at one of the wind farm conferences that he attended.

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

None

**10. Adjournment**

**Mr. Courson moved, seconded by Mr. Palmgren to adjourn the meeting. The motion carried**

ZBA

AS APPROVED NOVEMBER 3, 2011

10/6/11

1 **by voice vote.**

2

3 The meeting adjourned at 8:42 p.m.

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6 Respectfully submitted

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11 Secretary of Zoning Board of Appeals

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