

STATE OF ILLINOIS  
PIATT COUNTY ZONING BOARD

**GOOSE CREEK WIND, LLC**  
**APPLICATION FOR A SPECIAL USE PERMIT**

01/31/2023  
6:00 P.M. - 9:04 P.M.

PIATT COUNTY ZONING OFFICER:  
Keri Nusbaum

HEARING FACILITATOR:  
Scott Kains, Esq.

PIATT COUNTY ZONING BOARD MEMBERS:  
Loyd Wax - Chairman  
William Chambers  
Jim Harrington  
Kyle Lovin  
Dan Larson

PIATT COUNTY BOARD MEMBERS:  
Jerry Edwards  
Michael Beem  
Paul Foran  
Gail Jones

COUNSEL FOR THE PIATT COUNTY BOARD:  
Andrew J. Keyt, Esq.

COUNSEL FOR THE APPLICANT:  
Mark Gershon, Esq.

APPLICANT - APEX CLEAN ENERGY:  
Kent Daugherty

COURT REPORTER: Holly Wingstrom, CSR, RPR, CRR

1           MR. WAX: All right. Let's call the  
2 meeting to order. I would appreciate it if you  
3 would join me in the Pledge of Allegiance to the  
4 Flag.

5           (PLEDGE OF ALLEGIANCE.)

6           MR. WAX: We can have a rollcall, if you  
7 would, please.

8           MS. NUSSBAUM: Mr. Larson?

9           MR. LARSON: Here.

10          MS. NUSSBAUM: Here Mr. Harrington?

11          MR. HARRINGTON: Here.

12          MS. NUSSBAUM: Mr. Lovin?

13          MR. LOVIN: Here.

14          MS. NUSSBAUM: Mr. Wax?

15          MR. WAX: Here.

16          MS. NUSSBAUM: Mr. Chambers?

17          MR. CHAMBERS: Here.

18          MR. WAX: Do you want to call the county  
19 board?

20          MS. NUSSBAUM: Mr. Henricks?

21          Mr. Edwards?

22          MR. EDWARDS: Here.

23          MS. NUSSBAUM: Mr. Beem?

24          MR. BEEM: Here.

1 MS. NUSSBAUM: Ms. Jones?

2 MS. JONES: Here.

3 MS. NUSSBAUM: Ms. Piatt?

4 Mr. Foran?

5 MR. FORAN: Here.

6 MR. WAX: Thank you.

7 HEARING OFFICER: Well, good evening,  
8 folks. Another night.

9 One matter before I turn it over to  
10 Mr. Keyt and the Zoning Board to continue their  
11 discussion on proposed conditions and proposed  
12 findings of fact.

13 I have been made aware that there were  
14 additional letters that had been submitted to the  
15 zoning board or to the zoning office, and these are  
16 all in support of the application.

17 Mr. Gerson, do you think -- do you want me  
18 to read all of these letters?

19 MR. GERSHON: No. Definitely waive  
20 reading of the letters. I believe these were all  
21 submitted on December 21.

22 HEARING OFFICER: Okay. We will waive the  
23 reading of the letters, but I will state the date  
24 and who they are from:

1                   October 25, 2022, from Amanda Borden,  
2 Vice-President of Development, Eastern Illinois Food  
3 Bank.

4                   Undated correspondence from Jake Lieb,  
5 L-i-e-b, of Monticello.

6                   An undated letter from Cindy Heiniger,  
7 H-e-i-n-i-g-e-r, Sixth Grade Science MMS, Garden  
8 Club Sponsor, Monticello Middle School.

9                   An undated letter from a Matthew  
10 Kitzmiller -- Matthew with two t's. Kitzmiller,  
11 K-i-t-z-m-i-l-l-e-r -- from Monticello.

12                   A letter dated October 27, 2022, from Jill  
13 A. Maxey, M-a-x-e-y, Executive Director, Willow Tree  
14 Missions.

15                   An undated correspondence from Merv,  
16 M-e-r-v, Peters and family, Mansfield, Illinois.

17                   And an undated letter from a Walter  
18 Proksch, P-r-o-k-s-c-h, 27 Lange, L-a-n-g-e, Lange  
19 Avenue, Savoy, 61874.

20                   A letter dated September 21, 2022, from  
21 Ralph Howard, Administrator of Tatman Village, Inc.,  
22 2000 East Washington, Monticello.

23                   Those letters will be made part of the  
24 record and have been distributed to zoning board

1 members, and as part of the record they will be also  
2 included in the packet, the large packet of material  
3 that will go to the Piatt County Board for its  
4 consideration once we're through with this  
5 particular hearing.

6 With that said, we're moving into a time  
7 of reviewing conditions, proposed conditions. We  
8 began that process a week ago when we met, and I  
9 will turn the floor over to Mr. Andy Keyt.

10 MR. KEYT: Thank you, Mr. Kains.

11 I think everybody can hear me okay.

12 Just as a reminder, we are working our way  
13 through the draft conditions and the draft findings  
14 of fact. As a reminder, these are up to the Zoning  
15 Board of Appeals as to what information to include,  
16 not include, supplement or remove from either  
17 document.

18 Again, as a reminder for everyone, the  
19 approval of any recommended conditions to the county  
20 board does not mean that there will be any sort of  
21 approval or not approval of findings of fact or  
22 recommendation to the county board. Just so that  
23 it's clear, these are simply recommended conditions  
24 in the event that the county board approves the

1 project.

2 With that, there is an updated version  
3 that I provided based on the comments and discussion  
4 from last week, and that is before the Zoning Board  
5 of Appeals. That same document that is before them  
6 is also up on the projector screen to my right.  
7 It's the exact same document that they have in front  
8 of them.

9 With that, we will start going through the  
10 conditions.

11 There is one recommended suggested  
12 condition about the turbines that is listed in yours  
13 as a comment on condition number 7.

14 The suggested addition from a ZBA member  
15 is: If any shadow flicker reduction, noise  
16 reduction, fire suppress and/or bird and bat  
17 protection systems are available on said model, the  
18 company shall acquire and install those systems.

19 Is there any suggestion as to including  
20 it? Consensus on including it? Not including it?  
21 Any thoughts?

22 MR. HARRINGTON: I'm in favor.

23 MR. LOVIN: Me too.

24 MR. CHAMBERS: What do you think about

1 that? I was thinking of the discussion we had  
2 during the hearing of what is marketably available  
3 and what is not. So, I'm okay with it. I don't  
4 know if it needs any language about, you know,  
5 availability.

6 MR. KEYT: Just to dovetail that, you  
7 could say any commercially available and list the  
8 items available, if the board should so view.

9 MR. WAX: I believe it says if it's  
10 available. Okay.

11 MR. CHAMBERS: On this specific model?  
12 So, yeah, I would be in favor of that.

13 MR. KEYT: It sounds like there is a  
14 consensus. If opposed to it, speak up now.

15 MR. WAX: May I ask one other thing?

16 MR. KEYT: Sure.

17 MR. WAX: Would it make any sense to the  
18 group here to request some degree of proof that  
19 these things, if they are available and if they are  
20 installed, some proof that would come back to the  
21 county board that in fact they are?

22 I doubt that any of us would be capable of  
23 driving down the road and determining whether those  
24 have been installed or not.

1           MR. KEYT:  If I were to make any  
2 suggestions on that, any conditions listed herein,  
3 the zoning administrator or the county board could  
4 request proof of any of the conditions that required  
5 some action on behalf of the applicant.  At any  
6 point in time the zoning administrator or the county  
7 board could request proof that that item has been  
8 checked off.

9           You don't necessarily have to list it in  
10 there, but if you do what to list it specifically in  
11 that section, you could.

12           If I were to make a suggestion, it would  
13 not necessarily be to list it specifically in that  
14 section.

15           MR. HARRINGTON:  I think you are not  
16 referring to only this but any other conditions.  I  
17 would have to agree with that.

18           What kind of language?

19           It probably encompasses more than just one  
20 subject here.  So, how do you want to frame that?

21           MR. KEYT:  We can always add a separate  
22 paragraph at the end just listing that any items  
23 required by the applicant herein shall be applicant  
24 -- Company shall provide some measurement/proof that



1 the mission has been accomplished or some language  
2 to that effect, but I haven't thought all of that  
3 through actually, but I would suggest we just want  
4 to include it. Specifically, you could include it  
5 as a separate paragraph.

6 MR. HARRINGTON: I would be in favor of  
7 that.

8 MR. WAX: I think the separate paragraph  
9 later that you would construct would be good.

10 In the meantime, for this particular  
11 aspect on the blue section, on page 2, item 7, I  
12 think there is a consensus since that we would  
13 approve that.

14 Would that be right, Will?

15 MR. CHAMBERS: Yes.

16 MR. WAX: Okay? We are in consensus to  
17 approve that.

18 MR. KEYT: Sounds good. All right.

19 So, we left off -- well, before we get  
20 there, what would be new paragraph number 13 is  
21 where we left off.

22 But before we talk about that, there was  
23 request for a paragraph dealing with crop damage. I  
24 provided a draft of language to include there on

1 crop damage. It is listed up on the screen in red.  
2 It appears on your documents as blue. I am not sure  
3 why the difference, but crop damage is listed as a  
4 separate condition:

5 Company shall investigate complaints of  
6 crop damage within seven days. The results of any  
7 investigation shall be provided to the zoning  
8 administrator and the person making the complaint  
9 within 60 days, including the resolution or proposed  
10 resolution of said complaint. This paragraph does  
11 not preclude any private right of action by an  
12 affected party. This paragraph does not apply to  
13 any contractual agreements between the Company and  
14 landowners or farmers regarding crop damage issues.

15 That would -- the reason for that last  
16 sentence is that, if there are contractual  
17 arrangements between the company and a participating  
18 landowner, this would except out that agreement  
19 between them so that that is handled separately by  
20 an already existing lease, so we wouldn't  
21 necessarily be dealing with that issue.

22 MR. WAX: I am good with that.

23 MR. CHAMBERS: Same.

24 MR. KEYT: Okay. That takes us to what is

1 the new paragraph 13 which talks about  
2 decommissioning and security. It's a pretty lengthy  
3 paragraph. If the board wants me to read it, I can.

4 Also, the other option would be, if there  
5 are specific changes or suggestions in there that  
6 the board would want, we can do that.

7 I think, to break it down into parts, I  
8 would start with that first introductory paragraph.  
9 There is a suggested inclusion to refer to the WECS  
10 Appendix as WECS Appendix A. That is probably  
11 appropriate for specificity.

12 There is also a new sentence included that  
13 would be: Any applicable County Decommissioning  
14 Agreement and Financial Assurance is subject to the  
15 terms and conditions of the county board and subject  
16 to separate county board approval of the same.

17 It is similar to the road use language  
18 that we had. Is there any consensus on whether to  
19 include or not include that language listed there or  
20 any revisions to that paragraph?

21 MR. HARRINGTON: I think it's good.

22 MR. WAX: Gentleman?

23 MR. LARSON: Good.

24 MR. CHAMBERS: Yeah.

1 MR. WAX: We are good with that.

2 MR. KEYT: The next, paragraph A, deals  
3 with the project being decommissioned upon the  
4 termination of special use. If the board wants, I  
5 can read it; but is there any suggested or requested  
6 changes to supplement or revision to that?

7 MR. WAX: Anything to clarify?

8 MR. HARRINGTON: One question I would  
9 have, Andy, is section D, about the second line  
10 there, it says: Prior to receiving any construction  
11 permit, the company shall negotiate and agree upon a  
12 decommissioning agreement and financial assurances  
13 pursuant to Section 13 of the said WECS Ordinance,  
14 Appendix A of the County Zoning Ordinance.

15 So, I guess my question to you is: How do  
16 you interpret that?

17 We are saying the company shall negotiate  
18 assumedly with the county or the zoning officer, or  
19 how are we referencing this?

20 MR. KEYT: Often how that process goes is  
21 -- you may recall that they submit a plan, but the  
22 plan is the only requirement at this point is that  
23 they submit some sort of a plan.

24 Typically, if the county were to approve

1 the project, they then have to come to the county  
2 and come to some sort of agreement on a road use  
3 agreement, and a decommissioning plan agreement and  
4 then financial assurances for both of those,  
5 separate financial assurances for both.

6 So, often the way that process ends up  
7 working is there is, after the county board, if they  
8 approve it, there would be some back and forth  
9 between the developer and typically the zoning  
10 administrator, sometimes it can be a committee of  
11 the county or the county board if they really wanted  
12 to do that, but typically it's the zoning  
13 administrator, and often it will involve the  
14 attorney, and we go back and forth until -- and the  
15 engineer for the county, and we go back and forth  
16 until there is some agreement as to that  
17 decommissioning plan and what it's supposed to say.

18 So, the plan submitted is simply their  
19 plan to meet their condition for the special use  
20 siting hearing requirement.

21 The agreement may look substantially  
22 different than that because what often happens is  
23 our engineer may look at their updated plan because  
24 you remember they are submitting some -- a plan will

1 be based on the 50 turbines. We'll go back and  
2 forth. Oftentimes the engineer will say -- they  
3 will pick apart their plan to say we need more labor  
4 costs or you need more engineering costs or your  
5 salvage value is too high, and we go back and forth  
6 until there is some agreement that everybody is  
7 comfortable with taking to the county board for  
8 approval, and then the county board has the approval  
9 of that land just like they do a road use agreement.

10 So, that is separate -- that is a separate  
11 and distinct approval from the county board. It is  
12 not wrapped up within this approval. It only comes  
13 after and if the county board were to approve a  
14 special use permit.

15 Then there would be some agreement that  
16 would have to go to the county board separately  
17 along with some agreement as to what the financial  
18 assurances and what the amount would be.

19 I hope that explain that.

20 MR. HARRINGTON: Yeah. I think I  
21 understand the process. I guess my concern in this  
22 language would be do we need to delineate that and  
23 say who they are negotiating with versus just saying  
24 pursuant to the section?

1 Do we need to clarify that is my question.

2 MR. KEYT: We could.

3 MR. CHAMBERS: Does the section that is  
4 referred to, does that do any of that?

5 MR. KEYT: Not necessarily.

6 MR. CHAMBERS: Okay.

7 MR. KEYT: So, if you were to delineate  
8 that with specifics, you would -- what I would  
9 suggest is that third line down -- I'll pull this up  
10 so the people in the audience can see it. The third  
11 line down, I would make some reference to the  
12 agreement being with the county board or the county.

13 It would start with: The company shall  
14 negotiate and agree upon a decommissioning agreement  
15 and financial assurances with the county pursuant  
16 to --

17 MR. HARRINGTON: Right. That is what I  
18 was looking for, is something along those lines.

19 Do you guys got any suggestions?

20 MR. WAX: I think it's a good idea.

21 MR. HARRINGTON: I do too.

22 Will?

23 MR. CHAMBERS: Yeah.

24 MR. KEYT: There appears to be a consensus

1 to, in that fourth line down, it will read -- or  
2 starting with the third line: The company shall  
3 negotiate and agree upon a decommissioning agreement  
4 and financial assurances with the county pursuant to  
5 -- and then rest remains the same.

6 There is a specification there as to WECS  
7 Appendix A of the County Ordinance.

8 I assume the board is okay with that  
9 specification. If not, let me know.

10 The second part there: Salvage value  
11 shall not be included as a discount to any financial  
12 assurances to the county unless allowed by the  
13 county board.

14 That would give the county board the say  
15 on whether to allow salvage value or not. They  
16 would have it regardless, but it specifically states  
17 that so that it's clear.

18 MR. HARRINGTON: It clarifies it.

19 MR. KEYT: Yeah.

20 MR. CHAMBERS: I am good with that.

21 MR. WAX: Thank you. I appreciate that  
22 clarifications and the change of wording there.

23 Are we okay with that whole package?

24 Mr. Chambers?



1 MR. CHAMBERS: I am.

2 MR. WAX: Okay. I am with the group, and  
3 we approve it.

4 MR. KEYT: When you say you are okay with  
5 that and there is a consensus, are we talking about  
6 the entirety of paragraph 13? Everybody is good  
7 with that?

8 MR. HARRINGTON: Anything on it. Sounds  
9 good.

10 MR. WAX: I think we are good with 13 with  
11 the suggestions that you made.

12 MR. KEYT: Okay. Gotcha. There is one  
13 typographical error or change or typographical  
14 error, my error, in subparagraph -- paragraph  
15 number 14 deals with nonoperational or obsolete  
16 turbines. Essentially, this would deal with a  
17 turbine that is not being diligently repaired. If  
18 it's not being diligently repaired by the company,  
19 it shall be decommissioned or removed by the company  
20 within 30 days, subject to reasonable adjustment for  
21 adverse weather conditions or other factors outside  
22 the company's control.

23 So, for example, one thing that might be  
24 out of the company's control would be something like

1 a supply chain issue that they can't deal with.

2 Also, any wind energy turbine which is  
3 declared by the company to be obsolete and  
4 nonfunctional or otherwise subject to only a nominal  
5 taxation, excluding allowable statutory  
6 appreciation, shall also be decommissioned or  
7 removed within 30 days.

8 That supplemental language there that  
9 appears in red on the screen and blue on your  
10 document is to account for the statutory  
11 depreciation of wind turbines.

12 As you may recall, wind turbines are  
13 depreciated by a certain percentage based on the  
14 state statute, and so we can't make them remove a  
15 turbine that is subject to statutory depreciation.  
16 So that is the reason for that clarification that is  
17 in there.

18 MR. WAX: Questions on 14?

19 MR. HARRINGTON: I am good with that.

20 MR. LOVIN: Good.

21 MR. WAX: Okay.

22 MR. CHAMBERS: Good.

23 MR. WAX: We are okay. We approve that.

24 MR. KEYT: Okay. Paragraph 15 deals with

1 liability insurance: The company shall maintain  
2 liability insurance as required by the Piatt County  
3 Zoning Ordinance.

4 This is a specific provision that deals  
5 with the liability insurance and the amount that it  
6 shall be. If the zoning -- the code increases that  
7 liability insurance amount, it would automatically  
8 have to automatically increase it.

9 Changes, suggestions, suggestion revisions  
10 to paragraph 15?

11 MR. HARRINGTON: I guess, since it really  
12 sort of comes to you, Keri, do you have any concerns  
13 or thoughts that you are good with that?

14 MS. NUSBAUM: Yeah.

15 MR. HARRINGTON: If they provide proof of  
16 insurance, that is enough for you?

17 MS. NUSBAUM: Uh-huh. I am good with  
18 that.

19 MR. WAX: We are okay with 15 as is.

20 MR. KEYT: Okay. Moving to paragraph 16,  
21 paragraph 16 deals with assignment. It's relatively  
22 lengthy, but paragraph 15 deals with assignment.

23 There would be one change, an additional  
24 change, that I would suggest on paragraph 16 simply

1 because the numbering is a little different now  
2 because we've added a paragraph.

3 So, in that first line: Except as  
4 provided in this paragraph 16 -- it should be 16  
5 instead of 15.

6 Any suggested changes, questions,  
7 revisions as to paragraph 16?

8 I would include subparagraphs (a) and (b)  
9 in that question. And if you need time to read it  
10 then, I think this would probably be a good time to  
11 do that.

12 MR. WAX: Right now we are considering  
13 everything in 16(a); is that correct?

14 MR. KEYT: If you want to separate (a) and  
15 (b), that would be fine.

16 MR. WAX: Okay. We can do the whole  
17 thing, if you would like, 16(a) and (b).

18 MR. KEYT: Okay.

19 MR. CHAMBERS: In (a)(xii), in reference  
20 to paragraph 12, without renumbering of the  
21 paragraphs, is that still the correct paragraph?

22 MS. NUSBAUM: I think it is.

23 MR. KEYT: I think it would be changed. I  
24 think that would remain, but I am just going to

1 double check. I think that would remain the same.

2 Yeah, that information would remain the same.

3 Paragraph 12 deals with complaints and resolution.

4 MR. HARRINGTON: In Section 5, Andy, it  
5 refers to written acknowledgment by authorized  
6 signatory of the acquirer that it understands,  
7 recognizes, agrees to assume responsibility for all  
8 terms conditions and standards of any road agreement  
9 or any other agreement then in force and that it has  
10 provided any security for road repairs under such  
11 agreements.

12 I guess I was looking to see  
13 decommissioning listed there. Should it not be?

14 MR. KEYT: It could be. Any other  
15 agreements would encompass that.

16 MR. HARRINGTON: Right. But I think we  
17 want to be really clear about that part, don't we?

18 MR. KEYT: We can. So, we could list  
19 responsibility.

20 So, let me reread it: Written  
21 acknowledgment by an authorized signatory of the  
22 acquirer that it understands, recognizes, and agrees  
23 to assume responsibility for all terms and  
24 conditions and standards of any road use agreement,

1 decommissioning, or any other agreement then in  
2 force and that it has provided a security for road  
3 repairs under such agreements.

4 MR. HARRINGTON: I guess that is the part  
5 I am saying why I want it there, is because listing  
6 your securities for decommissions.

7 MR. KEYT: Yeah. So, then we would add it  
8 to right after the third line, any road agreement,  
9 decommissioning agreement or any other agreement  
10 that enforces and that it has provided any security  
11 for road repairs --

12 MR. HARRINGTON: Decommissioning.

13 MR. KEYT: -- decommissioning or other  
14 agreements.

15 MR. HARRINGTON: This is just my thought.  
16 These guys should talk about it.

17 MR. WAX: I agree.

18 MR. LARSON: Good with me.

19 MR. LOVIN: (Nodding.)

20 MR. WAX: Okay with you, Keri?

21 MS. NUSBAUM: Yeah.

22 MR. WAX: Will?

23 MR. CHAMBERS: Yeah.

24 MR. WAX: I think we are in agreement with

1 suggestion of how the amendment is made.

2 MR. KEYT: We'll include that.

3 Any other additions, changes to paragraph  
4 (a)?

5 MR. WAX: Your suggested changes look good  
6 to me.

7 Jim, do you have some concerns?

8 MR. HARRINGTON: Section 8, Keri, in  
9 regards to designate a representative, that  
10 verbiage, are you okay with that because that really  
11 falls within your --

12 MS. NUSBAUM: Yeah. They would have to  
13 have somebody meet with me within 15 days. I think  
14 that is fine.

15 MR. HARRINGTON: Right. Okay. I am good  
16 with (a). I got some questions on (b).

17 MR. WAX: We are good.

18 MR. KEYT: Looks like we have a consensus  
19 on paragraph (a). If anybody is opposed to it, say  
20 so now.

21 Paragraph (b) then, the difference, by the  
22 way, on paragraph (a) and paragraph (b), is there  
23 would be certain requirements if somebody came in  
24 and purchased a project, for example, an acquirer

1 under that definition, purchases the project from  
2 the developer, the requirements of section (a) would  
3 be some sort of come in and talk to us, we have to  
4 do these and make sure they signed off on all the  
5 things that they have to do, etc. The conditions  
6 would still apply to them regardless, but we want to  
7 make sure that it's abundantly clear to them that is  
8 what they have to do.

9 Paragraph (b) deals with a little  
10 different scenario. Paragraph (b) would deal with a  
11 scenario, for example, there are people that are  
12 financing the project, but it is a bank or tax  
13 credit investors, it would be difficult to have all  
14 of those individuals or entities come in and sign  
15 off on all these issues, and we wouldn't really want  
16 to do that because we would have a number of, you  
17 know, a number of people that would come in and do  
18 that whereas the project itself is already subject  
19 to those conditions.

20 So, the reason of paragraph (b) is the  
21 company shall have the right to assign at the sole  
22 discretion, without any consent from the county,  
23 certain transferring of interests.

24 For example, subparagraph (xi) would say



1 the company may assign and transfer an interest,  
2 including 100 percent interest, to qualified lenders  
3 in the event the company defaults on financing.

4 And there are other ones similar to that  
5 type of provision, including being able to sign or  
6 transfer up to 50 percent ownership interest to an  
7 acquirer subject to the conditions of 15(a)(i)  
8 through (ix). That would be now paragraph 16.

9 And I think Mr. Harrington had a question.

10 MR. HARRINGTON: So, you answered part of  
11 it. I guess my question to you more formally would  
12 be, with that verbiage, is there anything we need to  
13 consider there?

14 Not that we think it's a very likely  
15 scenario, but this is also the premise of these  
16 conditions, is to prepare for the unexpected.

17 MR. KEYT: Yeah. I wouldn't necessarily  
18 try to change anything within paragraph (b). I  
19 think it encompasses the ability of the developer to  
20 do things like financing, etc., without having to  
21 come in and seek permission to do that.

22 Now, of course, a normal project building,  
23 we wouldn't normally require those things, but  
24 because of the magnitude of this type of project, we

1 would still want that notification to come to us  
2 within 30 days, which is what that last paragraph  
3 provides. So, I think that paragraph encompasses  
4 the aspects that we would want to consider but also  
5 allows the developer the leeway to get investors and  
6 not have to come to the county every time that they  
7 change.

8 MR. HARRINGTON: In case of the  
9 unfortunate situation of default, is there anything  
10 that we need to think about in that regard? Do you  
11 feel this encompasses all of it?

12 MR. KEYT: I think this encompasses as  
13 much as we can get within that purview.

14 MR. HARRINGTON: That's all I've got for  
15 you. I'm good with it.

16 MR. LOVIN: (Nodding.)

17 MR. WAX: We agree with the suggested  
18 changes there.

19 MR. KEYT: Okay. So, paragraph 16, there  
20 will be a couple changes to references to old 15  
21 that is now 16. There are some specification  
22 changes as to WECS Appendix A. There is also a  
23 specification change as to Apex Clean Energy, which  
24 is a more clarifying statement. Then there is also

1 the clarifications as to paragraph number (a) (v)  
2 which will include a decommissioning agreement and  
3 decommissioning or other financial assurances being  
4 referenced. Specifically, with that it sounds like  
5 we have a consensus on paragraph 16. If anyone is  
6 opposed, please let me know.

7 Moving on to paragraph 17, it talks about  
8 operating requirements: The company shall operate  
9 the facility according to the following guidelines.

10 It lists off certain guidelines. For  
11 example, it deals with the turbine color. It deals  
12 with displaying, not being allowed to display  
13 advertising on the turbine, making sure that there  
14 are clearly marked signage on the turbines or in  
15 interest to the turbines anyway, things like that.

16 But read through it. If there's any  
17 questions, changes, revisions, let me know.

18 MR. HARRINGTON: The only suggestion I've  
19 got, Chairman, is on 17(e). It references  
20 responding promptly to any emergency or casualty  
21 event. I didn't know if we wanted to be clearer in  
22 "promptly" or what your thoughts were.

23 MR. WAX: I think this has come up before  
24 where we have trouble with different people defining

1 promptly in different ways.

2 MR. HARRINGTON: Right.

3 MR. WAX: Open to your suggestions.

4 MR. CHAMBERS: I would just change the  
5 language to, because of the seriousness of those  
6 issues, obviously, the company will respond  
7 immediately to any emergency or casualty. I don't  
8 think you need to put a timeline on it necessarily,  
9 just immediately.

10 MR. HARRINGTON: I am good with that.

11 MR. WAX: Change it to immediately and it  
12 sounds good.

13 MR. KEYT: Okay. Again, as to  
14 paragraph 17, we'll change paragraph (e) will now  
15 read: Company will respond immediately to an  
16 emergency.

17 The remainder of paragraph (e) will remain  
18 the same.

19 Any other changes or revisions to 17?

20 MR. WAX: I think we are okay with it for  
21 that. Yes. We are okay with that.

22 MR. KEYT: All right. It appears we have  
23 a consensus on 17 with the change.

24 Okay. Number 18 deals with noise

1 reduction and monitoring with one suggested change:  
2 Company shall not install any turbines which cause  
3 or -- it currently reads cause or may cause a  
4 violation of the noise regulations.

5 We removed that to say the Company shall  
6 not install any turbines which cause a violation of  
7 the noise regulations. The difference being, of  
8 course, for example, they could obtain some  
9 component or some turbine that feasibly could  
10 operate in such a way that it might cause a  
11 violation of a pollution control board standard but  
12 cannot be but for the fact that the noise pollution  
13 control standards exist.

14 For example, I could buy a car that could  
15 go 120; but if the speed limit is 55, I have to  
16 operate within the speed limit. So, I feasibly have  
17 a car that may cause a violation; however, I can't  
18 operate it that way.

19 So, that's the reason for that change or  
20 suggested change in that first sentence.

21 In paragraph -- I would suggest we take it  
22 by paragraph because there's more suggestions within  
23 the second paragraph.

24 But the first paragraph, any suggested

1 changes or revisions as to the second or the first  
2 paragraph?

3 MR. WAX: Mr. Keyt, the third paragraph  
4 from the end of -- the second paragraph, third line  
5 from the end of the second paragraph, am I reading  
6 this correctly that the county's consultant whose  
7 fees and costs who shall be paid by the county; is  
8 that correct?

9 MR. KEYT: I changed that. That is one  
10 error that I was going to get to. The noise study  
11 shall be performed -- let me pull it up on the  
12 screen so that everybody can see it. The noise  
13 study shall be performed using the methodology  
14 approved by the zoning administrator and/or county's  
15 consultant whose fees and costs shall be paid for by  
16 the county -- that should be the company, not the  
17 county.

18 MR. HARRINGTON: So, a couple questions I  
19 would have is, in the fourth line from the beginning  
20 of paragraph 18, the verbiage, upon any complaint  
21 regarding noise related to one or more wind turbines  
22 by Resident or Landowner in the immediate area, how  
23 are we defining immediate area I guess?

24 MR. KEYT: It's not defined. You are free

1 to define it if you want to give it a shot.

2           You could define it in terms of miles from  
3 a turbine if you want to do that, but it's up to the  
4 board. It would require a little bit of a lengthier  
5 change just because just to make it clear that the  
6 landowner or the resident, I think we want to define  
7 it by a property within rather than close to a  
8 landowner or residence because you could have a  
9 landowner that does not necessarily live at the  
10 property that might have a noise complaint and that  
11 they may request.

12           So, you may want to change it to read:  
13 Upon a complaint regarding noise related to one or  
14 more wind turbines by a resident or landowner of  
15 property within the immediate area, in the immediate  
16 area thereof, and could you define immediate area.  
17 We could just do a parenthetical stating immediate  
18 area for purposes herein shall mean -- fill in the  
19 blank.

20           MR. HARRINGTON: I am good with his  
21 initial suggestion about the landowner.

22           I guess, Keri, do you have any suggestions  
23 on immediate area?

24           Or do you guys?

1           What are your thoughts?

2           I don't know. Do you want to leave it  
3 alone? I am fine with that, too.

4           MR. CHAMBERS: I think it's hard to decide  
5 what to use as a measurement there. I mean you  
6 could say one mile, but that's going to be a pretty  
7 wide radius in some cases.

8           MR. WAX: What if somebody is 1.1, 1/10th  
9 of a mile over?

10          MR. CHAMBERS: If there is a legitimate  
11 complaint, there is not really going to be an issue  
12 whether they are in the immediate area or not, if  
13 there is grounds for, you know, actually measuring  
14 the sound and stuff. It doesn't matter if it's a  
15 half mile or 1.1 mile, so we might as well leave it  
16 as immediate. I think immediate doesn't constrain  
17 the process from starting, so I don't think it's  
18 necessarily restrictive.

19          MR. KEYT: I mean, if you leave it as is,  
20 it is also up to the zoning administrator to  
21 determine what is the immediate area. If the zoning  
22 administrator gets a call from somebody in Texas  
23 complaining about the sound, okay, that might be.  
24 But if you got and sound complaint from someone



1 living next door, then, of course, you know, that  
2 could be an area that would be considered.

3 So, I don't know that I would define it  
4 just because you then based on the distance, how it  
5 is measured, is it in front of an edge of a property  
6 to the next property, is it from, you know, the  
7 opposite edge, is it from a residence that might be  
8 there to where the wind turbine is.

9 So, if I were to make a suggestion, it  
10 would be to not define it; however, my suggestions  
11 are up to the zoning board's approval, so I don't  
12 want to deter you from putting some sort of limit on  
13 it.

14 MR. HARRINGTON: I'm fine with that. I  
15 was making sure we read it.

16 MR. WAX: I agree.

17 MR. HARRINGTON: So, I have a couple  
18 others, if you want to approve one at a time.

19 MR. WAX: We are okay with leaving it as,  
20 immediate area.

21 Next concern?

22 MR. KEYT: Before we move on to the next  
23 one, just so I am clear, do you want to include the  
24 language of by a resident or landowner of property?

1 MR. HARRINGTON: Yeah.

2 MR. KEYT: Okay.

3 MR. HARRINGTON: I am good with that.

4 MR. KEYT: Okay. Okay. I am ready for  
5 the next one.

6 MR. HARRINGTON: It's more of a question.  
7 It said actually may include but not limited to an  
8 action before the IPCB. Is that simply notifying  
9 them, or what are we saying there?

10 MR. KEYT: No. There is kind of a process  
11 for opening a case or making a complaint before the  
12 Pollution Control Board, so that is what that it is  
13 referring to.

14 What I would not suggest is to try and  
15 define that in some way because the process changes  
16 over time. So, you know, the way it actually could  
17 be started before the Pollution Control Board  
18 20 years ago or 30 years ago is different than how  
19 that happens now, so I wouldn't necessarily try to  
20 define that in some way.

21 MR. HARRINGTON: I was just curious what  
22 it meant.

23 MR. KEYT: No. I get you. It typically  
24 would be some sort of complaint that is filed.

1           MR. HARRINGTON: The only other item that  
2 caught my eye would be the second-to-last line.  
3 Once again, "promptly" is used. Just making sure we  
4 are comfortable with that.

5           MR. LOVIN: Do you want to change that?

6           MR. HARRINGTON: I was just making sure  
7 everybody is good with it. I don't have any  
8 suggestions per se.

9           MR. WAX: Well, the first case you brought  
10 that up, we changed to immediately. It was for the  
11 company to actually investigate and be noticed of  
12 the things, and this one refers to a promptly to  
13 actually remedy the problem.

14          MR. HARRINGTON: Right.

15          MR. WAX: I think it's probably  
16 reasonable.

17          MR. HARRINGTON: Okay. Let's leave it  
18 then.

19          MR. CHAMBERS: I am okay with it.

20          MR. WAX: Okay. It sound like we are okay  
21 with the changes that we've talked about on 18. Do  
22 you understand all of those?

23          MR. KEYT: Yeah. So far the change would  
24 be including, in that fourth line down, of property

1 and then no other changes to that paragraph.

2 The second paragraph, any changes to that  
3 or comment on the suggested conclusion of language?

4 The one change I would suggest is my  
5 typographical error of saying fees and costs should  
6 be paid for by the county, that should be fees and  
7 costs should be paid for by the company.

8 MR. HARRINGTON: I am good with that.

9 MR. WAX: I am good.

10 MR. CHAMBERS: Yeah.

11 MR. WAX: We are good with that.

12 MR. KEYT: Okay. That would take us to  
13 paragraph 19, which deals with: Aboveground  
14 transmission lines. Electrical transmission and  
15 collection lines connecting the towers, substations,  
16 etc., shall be placed underground. The transmission  
17 line for the project extending for the substation to  
18 the point of interconnection may be installed as an  
19 aboveground line pursuant to the plans and  
20 specifications set forth in the application for the  
21 project.

22 Any suggested changes or revisions?

23 MR. LARSON: I am okay with it.

24 MR. CHAMBERS: I am okay with this one.

1           MR. WAX: I did have one question, and I  
2 think I visited with you about this. I am not sure  
3 there is anything we could do about it because it  
4 involved setbacks, but later in the next document we  
5 are going to talk about someone has made/provided  
6 evidence in a statement that 200 feet away from a  
7 high-powered transmission line shouldn't cause any  
8 problem with a land value devaluation or anything.  
9 That concerns me a little bit, but it doesn't refer  
10 here, and I am not -- I think when we discussed it,  
11 it probably is difficult to address.

12           MR. KEYT: Yeah. For clarity, in the  
13 findings of fact, there is a reference to a  
14 statement by one of the property evaluation experts.  
15 I believe it was Mr. Marous for the applicant, but I  
16 am not positive, but he made some reference to being  
17 greater than 200 feet away from a high-powered  
18 transmission line would not cause a devaluation in  
19 property. I am paraphrasing of course.

20           MR. WAX: Right.

21           MR. KEYT: The suggestion or issue would  
22 be then would it require or could we require some  
23 sort of a setback from a transmission line. The  
24 only obstacle that I could see is that setbacks are

1 set by zoning code.

2 MR. WAX: Right.

3 MR. KEYT: To include some sort of  
4 additional setback as a condition would be, in my  
5 view, arguably inappropriate because it would be in  
6 addition to a setback that is not included within  
7 the zoning code.

8 So, you can set conditions that are not  
9 inconsistent with your zoning code, but if you don't  
10 have a setback dealing with transmission lines, you  
11 probably shouldn't try and create one now. That is  
12 an issue for -- like, that would be an issue for a  
13 text amendment, if that was an issue so important  
14 you want to address.

15 MR. WAX: It concerns me, but I fully  
16 agree that we don't have anything on setback in the  
17 ordinance, and it would be inappropriate to attempt  
18 to change it at this point in time. Is that  
19 correct?

20 MR. KEYT: I would agree, but I would say,  
21 you know, it's arguable whether you could or could  
22 not. I don't want to say it's a black and white  
23 issue.

24 MR. HARRINGTON: I agree with it.

1 MR. WAX: Okay. We okay with this one?

2 MR. LOVIN: Yeah.

3 MR. WAX: We are okay with 19.

4 MR. KEYT: Okay. Condition number 20  
5 deals with: Water use. In order to protect the  
6 water supply and viability of wells, the county  
7 shall have the right to reasonably limit or  
8 otherwise regulate the use of water and the  
9 discharge of wastewater related to manufacture,  
10 transportation and use of concrete in any manner  
11 related to this special use. The county shall have  
12 the right to conduct or have conducted such studies  
13 and tests as may be necessary or helpful in this  
14 regard at the county's expense. The company shall  
15 promptly correct any degradation to the water supply  
16 or any well negatively impacted including but not  
17 limited to the providing of temporary alternative  
18 suitable water and the drilling and connection of a  
19 suitable replacement well. At a minimum -- some  
20 suggested language -- at a minimum, prior to  
21 applying for construction permits for any portion of  
22 the project, the company shall have received results  
23 of water drawn down studies. If the water usage of  
24 the company will negatively impact water resources

1 for others, the applicant must provide alternative  
2 sources of water to those affected.

3 I think that last sentence is probably  
4 already dealt with in the portion above in black as  
5 opposed to that portion in blue.

6 The last sentence which reads: If the  
7 water usage of the company will negatively impact  
8 water resources for others, the applicant must  
9 provide alternative sources of water to those  
10 affected.

11 I am not sure that last sentence is  
12 necessary because you've got a provision already in  
13 there that states the company shall promptly correct  
14 any degradation to the water supply or any well  
15 negatively impacted including but not limited to the  
16 providing of temporary alternative suitable water  
17 and the drilling and connection of a suitable  
18 replacement well.

19 You can include it if you want but  
20 perhaps --

21 MR. HARRINGTON: Does it hurt anything to  
22 leave it?

23 MR. KEYT: It probably doesn't hurt  
24 anything. It may be a little bit -- it probably



1 does not hurt anything; let me put it that way.

2 MR. HARRINGTON: The only other question I  
3 would have -- and, you know, this is all  
4 hypothetical. We don't obviously know what their  
5 usage is going to be per se -- but the second line,  
6 shall have the right to reasonably limit or  
7 otherwise regulate, I mean do we really have the  
8 capacity to do that, or how do we see that working  
9 out?

10 MR. KEYT: It's kind of open-ended. It's  
11 difficult to regulate how much water is being drawn.

12 MR. HARRINGTON: Right.

13 MR. KEYT: It would be a hard one to  
14 police; let me put it that way. It's a lot easier  
15 to police things like shadow flicker or noise or  
16 something like that than water use.

17 MR. HARRINGTON: Okay.

18 MR. WAX: Are you okay with it?

19 MR. HARRINGTON: Yeah. Any other  
20 suggestions?

21 MR. WAX: What about Kyle or Dan? Do you  
22 have any concerns?

23 MR. LARSON: I am okay with it.

24 MR. LOVIN: Do we have any language for

1       them capping wells when they are done with them?

2               MR. KEYT:  There is not language currently  
3       about capping a well when they are done.

4               MR. LOVIN:  They are keeping one at the  
5       maintenance facility, right?

6               MR. LARSON:  We assume.

7               MR. LOVING:  I'd kind of like to have  
8       something for them to take care of that.

9               MR. KEYT:  We could include language in  
10       here as either a separate paragraph or separate last  
11       sentence just stating any wells no longer in use  
12       shall be capped in accordance with any state and  
13       federal local law.

14               MR. HARRINGTON:  Yeah.  Do we want to  
15       leave it no longer in use or maybe at the end of  
16       construction is what we are trying to say.

17               MR. KEYT:  We could write it at the  
18       conclusion of the construction.

19               MR. HARRINGTON:  I think that is what you  
20       are driving at, isn't it?

21               MR. LOVIN:  Right.

22               MR. WAX:  That sounds like a good idea.  
23       Thank you, Kyle.

24               MR. KEYT:  Let me scratch something out

1 here real quick. Okay. I included as a draft a  
2 final sentence to that condition number 20 that  
3 reads: At the conclusion of construction, all wells  
4 shall be capped within 15 days of the conclusion of  
5 construction or sooner if required by other law or  
6 regulation.

7 MR. LOVIN: That will work.

8 MR. WAX: Okay.

9 MR. CHAMBERS: So, I have one other. So,  
10 at the start there, the county board shall have the  
11 right to reasonably limit or otherwise regulate the  
12 use of water. Since we are dealing with the Mahomet  
13 Valley Water Authority on this, I think that should  
14 probably, as long as they have the proper  
15 jurisdiction here, that would read the county and  
16 the Mahomet Valley Water Authority shall have the  
17 right to reasonably limit or otherwise regulate the  
18 use of water.

19 MR. KEYT: If I could make one suggestion  
20 just from a legal standpoint, the relationship  
21 between the company and another public body or  
22 another authority, I don't want the county to be  
23 meddled into the middle of that. So, what I would  
24 probably suggest is that, rather than writing it

1 that way, is that perhaps if you want to address it  
2 because none of the conditions that we would approve  
3 would have any impact on the Mahomet Valley Water  
4 Authority.

5 MR. CHAMBERS: The water authority would  
6 have that ability whether we add it as a condition  
7 or not?

8 MR. KEYT: Correct.

9 MR. CHAMBERS: If that is the case, I am  
10 fine with that.

11 MR. KEYT: If you wanted to make it  
12 abundantly clear that that's the case, you could put  
13 in a last sentence that says no portion of these  
14 conditions impact the Mahomet Valley Water  
15 Authority's ability to enforce any law, regulation,  
16 if you want to do that, but it would not be  
17 necessary.

18 MR. CHAMBERS: If it's not necessary, then  
19 that is fine. I just wanted to make sure that was  
20 the case.

21 MR. WAX: I was talking. You are saying  
22 it's not necessary?

23 MR. CHAMBERS: If you are saying it's not  
24 necessary, it's already in place that way.

1 MR. WAX: Do you go along with that?

2 Okay.

3 If we understand how you have it written,  
4 I believe that we are in consensus in approving what  
5 you have as revised.

6 MR. KEYT: Okay. Okay. So, I think at  
7 this point the additional sentence at the end would  
8 read: At the conclusion of construction, all wells  
9 shall be capped within 15 days at the conclusion of  
10 construction or sooner if required by other law or  
11 regulation.

12 No other change in that paragraph.

13 MR. WAX: That is my understanding. We  
14 are in agreement with that.

15 MR. KEYT: Okay. Gotcha. Sounds like we  
16 have a consensus.

17 MR. WAX: With that we agree.

18 MR. KEYT: Condition 21 deals with fire  
19 protection districts and emergency response. It  
20 essentially requires the company to assist in  
21 emergency response, provide training, etc., and  
22 funding for training for new fire equipment or  
23 prepare districts to respond to fires or emergencies  
24 concerning the project.

1           I'll give you time to read it.  If there  
2   are any questions or concerns, revisions, please let  
3   me know.

4           MR. HARRINGTON:  I am good.  Do you have  
5   any other suggestions?  I assume not.

6           MR. KEYT:  I would not.  I don't have any  
7   other suggestions for condition 21.

8           MR. CHAMBERS:  I have one quick one here.  
9   Six lines down, Company shall assist emergency  
10  response agencies in developing emergency response  
11  plan for the project, but it shall be the  
12  responsibility of Company to remove employees or  
13  other persons who become ill and/or injured in or on  
14  a turbine tower to the base of tower to receive  
15  medical assistance by local emergency response  
16  agencies.

17           I read that as kind of it's that we're not  
18  encouraging the emergency response personnel to go  
19  into the tower, which I don't think we should limit  
20  that necessarily.  So, I don't know if we can add  
21  like "if necessary" type language there.  You know,  
22  if possible, the company is to remove employees or  
23  other persons who become ill or injured in or on the  
24  turbine, but I don't think it would be reasonable to

1 set anything to prevent the county emergency  
2 response personnel.

3 MR. KEYT: You could leave it open by  
4 removing that clause which then it would just be up  
5 to whoever the emergency response people and the  
6 company to decide who's bringing somebody down.

7 So, what you could do is: Company shall  
8 assist in emergency response agencies in developing  
9 an emergency response plan for the project.

10 Just leave that; put a period there. And  
11 then, in their emergency response plan, they could  
12 address who is taking somebody out of that tower in  
13 their plan as opposed to addressing that  
14 specifically there.

15 But if you want to do something specific,  
16 you could do something.

17 MR. CHAMBERS: I would be okay with  
18 removing that language as to remove any sort of the  
19 restriction on the type of response that is given.

20 MR. HARRINGTON: Does the verbiage  
21 restrict EMS or does it just say, hey, it's the  
22 company's liability?

23 MR. KEYT: It's the company's  
24 responsibility. If the company wanted to, you know,

1 defer to the local agency, they could.

2 MR. HARRINGTON: Right.

3 MR. KEYT: So, I don't think -- it's not  
4 intended to restrict. It's not intended to limit  
5 who could -- it's not intended to limit who could go  
6 in and do the rescue to just people from the company  
7 if they think somebody from the fire protection  
8 district would be better suited to do so. You could  
9 change it to say -- no, I wouldn't. Scratch what I  
10 was going to say. I was going to make some wise  
11 comment, but that turns out not to be so wise as I  
12 started to frame it in my mind.

13 So, I don't think there would be a  
14 tremendous change to remove it or make substantive  
15 change, to just leave it as is or to add some  
16 clarifying language.

17 MR. WAX: What is your preference, Will?

18 MR. CHAMBERS: I am looking at the wording  
19 trying to think the best way to put it, but my  
20 thought is it states that it's the company's  
21 responsibility to remove the employees from the  
22 tower. I just wanted to be clear that if, say the  
23 company is unable to do that, that this doesn't  
24 preclude the emergency response agencies from taking



1 it on themselves to do that themselves. And I  
2 assume in an emergency situation that that's not  
3 really a thought process that is going to go on.  
4 Nobody is going to pull this out and read it.

5 But as far as what to say what the  
6 training is for the company, if they are trained,  
7 oh, we have to get people out of the tower for EMS,  
8 I think that, in some cases, it puts them at more  
9 risk than just coordinating with EMS to have them do  
10 it however they see fit.

11 MR. KEYT: Yeah. You could phrase -- you  
12 could put a second additional sentence there that  
13 says this paragraph does not preclude the company  
14 from deferring or allowing emergency response  
15 personnel from performing any activities at the site  
16 or something.

17 MR. CHAMBERS: I would be okay with that.  
18 I would be okay with that as clarifying that.

19 MR. WAX: I believe everyone else here is  
20 in agreement with including that statement, and as  
21 that would be written in, we would approve 21.

22 MR. KEYT: Okay. So, I added a sentence  
23 immediately after the one in question that: This  
24 paragraph does not preclude or restrict emergency

1 response personnel or -- I am sorry -- this  
2 paragraph does not preclude or restrict emergency  
3 response personnel of any governmental or private  
4 entity from performing any rescue activities.

5 MR. HARRINGTON: I am good with that.

6 MR. WAX: We are good with that.

7 MR. CHAMBERS: (Nodding.)

8 MR. KEYT: Okay. That was paragraph 21.

9 Any other changes to condition 21?

10 MR. HARRINGTON: I do not.

11 MR. WAX: No.

12 MR. KEYT: I believe we have a consensus  
13 there. If not, please say so.

14 Moving on to condition 22: Existing  
15 underground utility lines. Company shall work with  
16 appropriate pipeline and other underground utilities  
17 and shall ensure that the integrity of the pipelines  
18 and underground utilities in the area of the project  
19 are maintained during construction and operation of  
20 the project.

21 That could be governed by separate legal  
22 requirements that they would have, so it's not  
23 really necessary to delineate all those issues out  
24 here. So, I would leave that. If there are

1 suggested changes or revisions, we can address it.

2 Subject to my comments, are there any  
3 changes or revisions to paragraph 22?

4 MR. WAX: No. We approve 22.

5 MR. KEYT: Okay. Paragraph 23 deals with  
6 aviation. I'll give you a moment to read that  
7 provision.

8 MR. WAX: Any concerns or comments on  
9 this?

10 MR. HARRINGTON: I do not.

11 MR. WAX: I would raise one question with  
12 the group here. There is a plan that, prior to  
13 construction, there apparently is supposed to be an  
14 agreement with the zoning administrator for a plan  
15 to put lighting on the towers during the  
16 construction phase.

17 I don't see any evidence in there that  
18 actually requires them to actually do that or any  
19 penalties if they don't do that during the  
20 construction phase to put lighting on, and I believe  
21 there probably have been a number of instances  
22 where, not by this company -- I am not claiming  
23 this, but I think there have been a number of  
24 instances where no lights have been visible on

1 things during construction.

2 But I see, at the end of this, a very  
3 severe penalty if you don't keep the ADLS system  
4 going but no reference to you shall actually, in  
5 addition to having a plan, you shall actually put  
6 lights on construction during the construction  
7 phase.

8 And then, who do you report to if in fact  
9 that is not done? And what kind of possible  
10 penalties are there? These are just questions.

11 MR. CHAMBERS: I think this might be  
12 covered by the paragraph you are adding at the end  
13 for the county being able to verify compliance on  
14 the issue.

15 MR. WAX: Do you think that would do it?

16 MR. KEYT: Yeah. So, a couple things I  
17 think might help is the last paragraph.

18 MR. WAX: Okay.

19 MR. KEYT: But then, also, there is a  
20 provision that the company shall provide a plan for  
21 temporary construction lighting to be placed on the  
22 top of turbines during construction, and such plan  
23 must be approved by the zoning administrator.

24 I think by perhaps adding a clause that

1 says at the end. We currently have, if not, the  
2 specialty permit shall be revoked. Perhaps any  
3 violation of the requirements of this condition 23  
4 shall result in the special use permit being  
5 revoked, or something like that.

6 MR. HARRINGTON: What do you think about  
7 that, Loyd? Is that what you are looking for?

8 MR. WAX: I don't see anything except a  
9 plan for it.

10 MR. HARRINGTON: Right.

11 MR. WAX: So, what happens if they don't  
12 do it?

13 MR. HARRINGTON: Right.

14 MR. LARSON: I also think it ought to be  
15 functioning at a certain time after construction.

16 MR. WAX: You would think so.

17 MR. LARSON: Because I know that other  
18 county said they had it in theirs but it still isn't  
19 working. So, we need to put that in there.

20 MR. WAX: I am just raising the question.

21 MR. KEYT: So, perhaps what might help is,  
22 on the sentence that reads prior to installation of  
23 any wind turbines, Company shall provide a plan,  
24 perhaps it would be helpful if it said prior to the

1 installation of any wind turbines, Company shall  
2 provide a plan and implement said plan for temporary  
3 construction lighting to be placed on top of the  
4 turbines during construction.

5 Then the last sentence could perhaps read:  
6 Any violation of the provisions of condition 23,  
7 paragraph 23, may result in the special use permit  
8 being revoked.

9 MR. HARRINGTON: Maybe. I guess, Andy, do  
10 you think that is where you want to go or some sort  
11 of fee so it really instigates the action?

12 MR. LARSON: What I was getting at it is  
13 we just need a timeframe after construction that  
14 that ADLS is actually going to be functioning.

15 MR. HARRINGTON: Not just the temporary,  
16 the permanent.

17 MR. LARSON: The permanent, yeah, because  
18 they could say we had a plan for it, we had the  
19 system. But is it actually functioning as it  
20 should.

21 MR. WAX: Two things here: Ensuring that  
22 there is some kind of temporary lighting during the  
23 construction phase on these towers and then  
24 absolutely ensuring that the ADLS system is working

1 from the day of electricity production throughout  
2 the whole project. I don't know if that is covered  
3 in this or not.

4 MR. HARRINGTON: I agree.

5 MR. KEYT: I was scratching out notes  
6 while you were talking. I apologize, but I didn't  
7 catch the last part of what you said.

8 MR. HARRINGTON: I think he was just  
9 saying there is sort of two parts to this that we  
10 wanted to address. One was the not just plan but  
11 implementation of temporary ADLS and then the other  
12 is, to Dan's point, we needed a timeline written  
13 into this to say, hey, it doesn't just have to work,  
14 it has to be operational say, for example, within  
15 two weeks of final construction.

16 Is that what you are thinking, Dan?

17 MR. LARSON: Yeah, or even a month after  
18 creating electricity, like you were saying.

19 MR. WAX: Right.

20 MR. LARSON: Or when they are operational  
21 I guess.

22 MR. KEYT: It currently reads -- there is  
23 a sentence that says: The approved ADLS must be  
24 installed and operated during the duration of the

1 life of the special use permit.

2 So, I would read that as once it's  
3 operational. So, once the temporary lighting  
4 construction phase, once it's operational, they  
5 would be subject to that provision.

6 MR. LARSON: Right then. That makes  
7 sense.

8 MR. KEYT: Stating the ADLS has to be,  
9 except as otherwise directed by the FAA, because it  
10 could be a time the FAA says you need to switch  
11 back. We don't know what the FAA will say, but the  
12 county does not preempt or trump the FAA's  
13 requirements as to lighting. So, the FAA currently  
14 would be in a position to approve it. But if the  
15 FAA changes their mind at some point, we don't want  
16 to be in a circumstance where we are at odds with  
17 what the FAA is stating.

18 MR. CHAMBERS: I would be good with that  
19 language on ADLS as is.

20 But for the concern on the timeliness of  
21 the temporary lighting, I would just change that to  
22 say: Company shall provide a plan and timeline for  
23 temporary construction lighting to be placed on the  
24 top of the turbine.



1           That way that plan is submitted to the  
2 zoning administrator and would have some sort of a  
3 timeframe for when the construction lighting is put  
4 up, the temporary.

5           MR. KEYT: So, I had a couple revisions  
6 there to address the implementation of temporary  
7 lighting, and if I just -- I am kind of spitballing  
8 here a potential revision.

9           So, that sentence which currently reads:  
10 Prior to installation of any wind turbines, Company  
11 shall provide a plan for temporary construction  
12 lighting, I think maybe one change which I am coming  
13 up with here on the fly is, prior to installation,  
14 Company shall provide a plan (including timeline)  
15 and implement said plan for temporary construction  
16 lighting to be placed. The rest of the sentence to  
17 remain the same.

18           MR. CHAMBERS: I agree with that.

19           MR. WAX: Okay. Sounds good to you guys?

20           MR. LARSON: I am good with that.

21           MR. LOVIN: Yeah.

22           MR. KEYT: And then the last sentence  
23 would read -- right now it says if not, comma. The  
24 last sentence would read: Any violation of these

1 provisions of conditions of paragraph 23 may result  
2 in revocation of said special use permit.

3 MR. HARRINGTON: Okay.

4 MR. WAX: I think that revision that you  
5 just read is approved by us as a group.

6 MR. HARRINGTON: Are you good with it,  
7 Loyd?

8 MR. WAX: Yeah.

9 MR. KEYT: Okay. Any other changes or  
10 suggestions on paragraph 23?

11 Okay. Paragraph 24 deals with  
12 reimbursement for county expense. This is kind of a  
13 backstop paragraph to all the other provisions that  
14 deal with similar issues: If during the time of the  
15 special use and decommissioning period for the  
16 project the Company retains outside engineers,  
17 consultants, contractors, attorneys or other parties  
18 in order for the county board to enforce turbine  
19 compliance or obtain compliance with applicable  
20 laws, ordinances, regulations and these conditions,  
21 Company shall promptly reimburse the county for all  
22 such expenses.

23 I think the one item I would probably add  
24 is, after or obtain compliance with applicable laws

1 or regulations, I think it said, and these  
2 conditions, I would write and these conditions.  
3 That would be the only change I would perhaps  
4 suggest.

5 MR. WAX: Okay with 24?

6 MR. HARRINGTON: I guess my question I  
7 would have to Keri is, since it would appear we have  
8 a fair bit of work set forth if, by chance, it was  
9 approved prior to the building permit, is there  
10 anything there that needs to be addressed in  
11 expenses that you know of, or you are good with  
12 this?

13 MS. NUSSBAUM: Not that I can think of  
14 that isn't already addressed somewhere else in here.

15 MR. HARRINGTON: Okay.

16 MR. WAX: So, are we in agreement with 24  
17 I presume?

18 MR. LARSON: Yes.

19 MR. WAX: Yes. We are in agreement with  
20 24 as written.

21 Would this be an opportunity for a break?

22 MR. KAINS: Well, Mr. Chairman, it depends  
23 on how much -- if we can get through the next seven  
24 or eight conditions.

1           Holly, how are your fingers doing?

2           COURT REPORTER: Fine. Whenever you want  
3 a break, I'm ready.

4           MR. KAINS: Mr. Chairman, up to you. If  
5 you want to break now or address this in 15 minutes  
6 and see how far we get, does that work for you?

7           MR. WAX: Okay. We'll proceed.

8           MR. KEYT: So, paragraph 25 deals with:  
9 Validity of conditions. By constructing and  
10 operating the project pursuant to the special use  
11 granted by the county board with these conditions,  
12 the company shall be deemed to waive any and all  
13 claims concerning the lawfulness, authority or  
14 reasonableness of any of the conditions set forth  
15 herein.

16           The intent of the paragraph is to prevent  
17 some complaint by the applicant or company about the  
18 conditions after they started constructing.

19           MR. HARRINGTON: You are good with that,  
20 Andy?

21           You don't have any suggestions I take it?

22           MR. KEYT: I don't have any other  
23 suggestions other than the paragraph itself.

24           MR. HARRINGTON: I don't have any

1 authority on it.

2 MR. WAX: We don't have any suggestions  
3 for it either.

4 MR. KEYT: Okay. Sounds like we have a  
5 consensus on number 25.

6 Condition 26 deals with: Defense against  
7 claims. In the event that the project or any or  
8 matters relating to the project is the subject of a  
9 lawsuit or other legal action against the county,  
10 county board or its officials (including any county  
11 officers, directors, administrators, attorneys or  
12 agents), the company shall reimburse the county for  
13 all reasonable legal fees and other expenses,  
14 including expert fees incurred by the county in  
15 defending such legal action.

16 This is if there is some sort of  
17 challenge. For example, this is in special use or  
18 some other special use permit the county is not  
19 stuck dealing with legal fees associated with that.

20 Is there a consensus on paragraph 26?

21 MR. HARRINGTON: Good, unless you have  
22 other ideas.

23 MR. WAX: No.

24 MR. CHAMBERS: I am good.

1 MR. WAX: I think we are good with it.

2 MR. KEYT: The condition in paragraph  
3 number 27 deals with: Turbines on adjacent  
4 property. The county board may, in the future,  
5 approve wind turbines to be installed upon property  
6 adjacent to or nearby the wind turbines to be  
7 installed by the company. By commencing  
8 construction and operation of the project, the  
9 company shall be deemed to waive any claims against  
10 the county board -- I would suggest removing "board"  
11 -- just against the county related to the approval  
12 of wind turbines for adjacent property for reasons  
13 which include but are not limited to wake loss or  
14 other claims relating to the production of energy by  
15 Company's turbines.

16 So, if they somehow claim some sort of  
17 interference from other turbines to their turbines,  
18 they can't come back and make a claim to the county  
19 on that.

20 MR. HARRINGTON: Good enough.

21 MR. WAX: Sounds good to us.

22 MR. KEYT: Okay. Consensus on 27, number  
23 27.

24 Number 28: Financial assurance. Prior to

1 the commencement of construction, Company shall  
2 provide to the satisfaction of the county board  
3 either: (i) a surety bond or other form of financial  
4 assurance as defined by the zoning ordinance to  
5 cover the cost of the construction of the project;  
6 or (ii) reasonable evidence of financing, as  
7 approved by the county board, demonstrating the  
8 financial ability of the company to complete  
9 construction of the project.

10 This does not deal with the decommission  
11 plan. This is financial assurance. It deals with  
12 the event that some sort of financial ability to  
13 complete the project once they start it. In other  
14 words, the county needs to know they can complete  
15 it, not start it and walk away from it.

16 MR. HARRINGTON: So, the only question I  
17 would have there would be: Keri, are you  
18 comfortable with prior to commencement or prior to  
19 issuing said building permit?

20 MS. NUSSBAUM: I think it would be prior  
21 to issuing -- doesn't it say somewhere else in our  
22 ordinance that prior to issuing the permit that a  
23 surety bond -- that the county board has to accept  
24 whatever the financial consideration is?

1           MR. KEYT: It may. I just don't recall  
2 specifically. What I would suggest is, if that is  
3 the concern, I would just change that to prior to  
4 the issuance of construction permit.

5           MS. NUSSBAUM: That would be great. We  
6 could clarify that by adding prior to the building  
7 permit.

8           MR. HARRINGTON: I would agree with that.

9           MR. WAX: Yeah.

10          MR. KEYT: So, first line there will be  
11 prior to the issuance of any construction permit,  
12 the rest of the sentence would remain the same?

13          MS. NUSBAUM: Uh-huh.

14          HEARING OFFICER: Any other suggested  
15 revisions or changes on paragraph 28?

16          MR. WAX: Anything else?

17          MR. CHAMBERS: No. I don't have anything.

18          MR. HARRINGTON: No.

19          MR. KEYT: Looks like 29 goes with aerial  
20 application. Company shall work with landowners and  
21 aerial applicators to address concerns with aerial  
22 application in wind farm areas. The goal is to  
23 create a set of the best management practices and  
24 protocols to guide wind farm development and improve



1 health and safety of operations within the wind farm  
2 area. Company shall compensate farmers/landowners  
3 for any reasonable increased costs for aerial  
4 application due to or as a consequence of the  
5 presence of the project.

6 I think there was one suggestion to  
7 include language that would state Company shall work  
8 with farmers, landowners and aerial applicators in  
9 that first sentence, and then Company shall  
10 compensate farmers, landowners or aerial  
11 applicators, in the last sentence.

12 MR. WAX: So, you are adding farmers,  
13 landowners and aerial -- adding farmers to the  
14 thing?

15 MR. KEYT: Correct.

16 MR. WAX: A number of the operators are  
17 not landowners.

18 MR. KEYT: Correct. So the first sentence  
19 would be or it would read Company shall work with  
20 farmers, landowners and aerial applicators. The  
21 rest of the sentence would remain the same. The  
22 last sentence would change to say, Company shall  
23 compensate the farmers, landowners or aerial  
24 applicators for any reasonably incurred cost.

1           Because you could have a farmer that was  
2 incurring the cost as opposed to a landowner. You  
3 could have an aerial applicator as opposed to a  
4 landowner. That way it's clear that somebody is  
5 getting reimbursed.

6           MR. WAX: We are in agreement as you've  
7 rewritten it.

8           MR. KEYT: Okay. So paragraph 29, it  
9 sounds like we have a consensus on 29.

10           Paragraph 30 just deals with calling JULIE  
11 for any digging that is going to take place.

12           Any suggested changes or revisions in  
13 paragraph 30?

14           MR. HARRINGTON: I don't have any.

15           MR. WAX: We have no suggested changes.

16           MR. KEYT: Okay. Paragraph 31 deals with:  
17 Avian, bat, wildlife, environmental. The company  
18 shall comply with all current or future requirements  
19 and all current recommendations of the Illinois  
20 Department of Department of Natural Resources and US  
21 Fish & Wildlife Service during the duration of the  
22 construction, operation, and decommissioning of the  
23 project. Company shall perform three years of  
24 post-construction monitoring as represented during

1 the special use permit hearing.

2 The purpose for the delineation of those  
3 requirements versus recommendations, there is really  
4 two different things that take place from either  
5 IDNR or the US Fish & Wildlife Service. They  
6 occasionally will issue new requirements that they  
7 have to follow. They occasionally issue  
8 recommendations which sometimes can be somewhat  
9 whimsical at times. So, they have testified during  
10 a hearing that they are able to meet all current  
11 recommendations from both IDNR and US Fish &  
12 Wildlife Service, so I think to be fair they should  
13 have to meet those recommendations since they  
14 testified they can meet them and will meet them at  
15 this time and, of course, they have to meet any  
16 current or future requirements.

17 They also testified that they would be  
18 committed to performing three years of  
19 post-construction monitoring as represented during  
20 the special use permit.

21 MR. WAX: What is the thinking of the  
22 board on this matter?

23 MR. CHAMBERS: I am okay with it, with the  
24 changes.

1           MR. WAX: We are okay with this as  
2 written.

3           MR. HARRINGTON: I'm sorry. I got one  
4 question. Let me -- if by chance -- I know they are  
5 talking about complying with current and future IDNR  
6 regulations, but if, by chance, ecology -- right? --  
7 wildlife changes, and at some point a bat or eagle  
8 or whatever the species in question is is identified  
9 at a closer range, is there really any reach back  
10 there, or are we just saying as is, 2023,  
11 current-day scenario?

12           MR. KEYT: If IDNR or the US Fish &  
13 Wildlife Service issued a new requirement as to that  
14 issue, they would have to follow that.

15           MR. HARRINGTON: So, in the event that  
16 this IDNR, what we essentially are using as our  
17 baseline, identified something in a particular  
18 turbine was close enough to affect it, are we saying  
19 that it would exclude that turbine at that point?

20           MR. KEYT: So, if IDNR or the US Fish &  
21 Wildlife Service came out with a new requirement  
22 that said -- I'm coming up with a hypothetical  
23 requirement. It may not be the best one. But if  
24 they said something like any turbine within half a

1 mile of an eagle nest would need to be  
2 decommissioned, then they would have to follow that  
3 requirement.

4 MR. HARRINGTON: Okay.

5 MR. KEYT: Requirements and  
6 recommendations are different things, so that is why  
7 it is written the way it is.

8 MR. HARRINGTON: Right. And you feel  
9 "comply" encompasses that, right? That is going to  
10 cover our bases in regards to that?

11 MR. KEYT: Yes.

12 MR. HARRINGTON: That's all I got,  
13 Chairman.

14 MR. WAX: Looks like it covers current or  
15 any future recommendations that they might have.

16 MR. HARRINGTON: Right.

17 HEARING OFFICER: Are you guys okay with  
18 the changes?

19 Will?

20 MR. CHAMBERS: Uh-huh.

21 MR. KEYT: Just to clarify, it covers any  
22 future or current requirement or recommendation.

23 MR. WAX: Right. Okay. With that as  
24 written, we approve that.

1                   MR. KEYT: Okay. Number 32 deals with  
2 work on substation sites. So, as you know, there is  
3 a substation parcel. Before they start working on  
4 that substation they have to submit a survey of a  
5 parcel demonstrating compliance with applicable  
6 setback requirements. They have to show they have  
7 any applicable IDOT approvals in connection with the  
8 substation construction, and then also a certificate  
9 of liability insurance regarding that substation  
10 parcel.

11                   MR. WAX: Any concerns from the ZBA  
12 members?

13                   MR. LARSON: I am good with it.

14                   MR. HARRINGTON: I guess, out of  
15 curiosity, what are we saying when we reference or  
16 at the time noted below? What are we referencing  
17 there?

18                   And then we go on to say either substation  
19 parcel. Do we anticipate multiple substations?  
20 What are we saying?

21                   MR. KEYT: Yeah. Prior to commencement of  
22 construction or the time noted below, so if there is  
23 a different time period that would be noted therein,  
24 they would have to provide the compliance.

1           So, for example, the certificate of  
2 assurance compliance, Section 12 of the Wind  
3 Ordinance, may come at a different time.

4           Now, to avoid confusion, I don't know if  
5 this is more than one time that it would be noted.  
6 So, we could remove that section.

7           MR. HARRINGTON: That would be my  
8 suggestion, is to just simplify it and say prior --

9           I guess in regards to this, Keri, do you  
10 want prior to commencement of construction or prior  
11 to the building permit being issued?

12           MS. NUSBAUM: I think it would be the  
13 building permit.

14           MR. HARRINGTON: I do, too.

15           MR. LARSON: Uh-huh.

16           MR. KEYT: So that one I am going to  
17 revise to prior to issuance of any construction  
18 permit -- it will read prior to the issue of any  
19 construction permit -- currently it reads on either  
20 substation parcel -- I am just going to rephrase it  
21 as on any substation parcel, if that makes sense,  
22 the following shall be provided to the county, and  
23 the rest remains the same. Okay.

24           Any suggested changes or revisions to

1 paragraph 32?

2 MR. WAX: We are okay with that.

3 MR. KEYT: Paragraph 33 deals with:  
4 Additional site surveys. Company shall provide site  
5 surveys for each turbine, tower and substation  
6 before applying for the construction permit and  
7 after construction demonstrating compliance with the  
8 code requirements.

9 MR. WAX: Any thoughts on that?

10 You are looking pretty seriously at this  
11 thing.

12 MR. HARRINGTON: I guess I don't see  
13 anything horribly.

14 Andy, I mean since their particular  
15 location to turbine seems to be a little bit  
16 un-permanent/certain, is there anything you advise  
17 we should include?

18 MR. KEYT: I wouldn't necessarily advise  
19 anything additional to it. It requires them to  
20 provide those surveys and what they are going to  
21 show in those surveys which then the zoning  
22 administrator could go through and make sure it  
23 complies.

24 Paragraph 34 kind of dovetails with all of



1 this in that the company has to provide as built  
2 drawings for the entirety of the project which would  
3 be, of course, as built steel as it got constructed.

4 So, there could be changes in the process  
5 as they are going along, for whatever reason as to  
6 construction, and this would give us, give the  
7 county, as built drawings of exactly how it was  
8 built in case there is some question later on. So,  
9 I think 33 and 34 will dovetail with each other.

10 Are there any suggested changes or  
11 revision to 33 or 34?

12 MR. HARRINGTON: No.

13 MR. WAX: We are okay with those. Okay.

14 MR. KEYT: Okay. That brings us to 35,  
15 which is a cure period paragraph.

16 So, as you may recall, there is a number  
17 of conditions that are set forth in here, and rather  
18 than having some ambiguity to it, this would make  
19 sort of a cure period for all the conditions uniform  
20 unless otherwise stated. So, the cure period,  
21 subject to any other provision of these conditions,  
22 any alleged breach of violation of the conditions  
23 listed herein, including an alleged failure to  
24 comply with any federal, state or local regulation

1 now or hereafter in effect, and any penalty herein,  
2 including termination of rights granted by the  
3 invalidity of the special use permit, as a result of  
4 such breach or violation, shall be subject to the  
5 company curing or commencing to cure and thereafter  
6 diligently pursuing such cure of any violation  
7 within 60 days after receipt of written notice from  
8 the county of such breach or violation.

9           That would make it clear that if there is  
10 a breach, and if we believe -- the county believes  
11 there is a breach, we give them a written notice  
12 that sets a procedure in place for them to  
13 diligently attempt to cure that within 60 days'  
14 timeframe.

15           If there are shorter or longer cure  
16 periods within individual paragraphs of the  
17 conditions, those individual paragraphs cure period  
18 would control. So, anyone that doesn't have  
19 something specifically listed would fall into this  
20 cure period. I would also note that --

21           MR. HARRINGTON: I don't have any problem  
22 with this.

23           MR. KEYT: -- in paragraph 2 there is a  
24 provision dealing with written notice of a default

1 within the 60-day period. We could remove that out  
2 of paragraph 2 since paragraph 35 would cover all of  
3 that information or all those requirements -- excuse  
4 me.

5 MR. WAX: What is your recommendation?

6 MR. KEYT: I would use paragraph 35 and  
7 remove the corresponding language that is in  
8 paragraph 2. It wouldn't remove the entirety of the  
9 paragraph 2, just the language that would be  
10 redundant of paragraph 35.

11 MR. WAX: That would make sense. I think  
12 we are thinking your suggestion would make a lot of  
13 sense and you've covered all of 35.

14 MR. KEYT: So, I'll remove that language.  
15 That is duplicative in paragraph 2, and it sounds  
16 like there is a consensus that paragraph 35 is the  
17 language approved.

18 MR. WAX: Are you okay with those changes?

19 MR. HARRINGTON: Yeah.

20 I don't know at what point you want me to  
21 bring this up, but I was going to ask the board to  
22 consider one more condition, Andy. So, I don't know  
23 where that fits, before or after your 35.

24 MR. KEYT: There was one more condition we

1 talked about earlier tonight about proof of  
2 compliance, and so I scratched out a paragraph, and  
3 we could maybe cover yours after we cover this one.

4 So paragraph 36 I scratched out some  
5 language that reads: Proof of compliance. Company  
6 shall provide any requested proof of compliance with  
7 these conditions, the Piatt County Zoning Ordinance,  
8 any other applicable laws and regulations to the  
9 Piatt County Zoning administrator upon request.

10 MR. WAX: How does that sound to you?

11 Zoning Board Members, are we in agreement  
12 that that sounds good, 36?

13 We agree.

14 MR. KEYT: Okay. 36 will be included.

15 And that would take us to Mr. Harrington's  
16 37.

17 MR. HARRINGTON: I am going to throw it  
18 out for you guys to discuss, but I would like to see  
19 a condition speaking to fire suppression in these,  
20 and I don't have the terminology or the knowledge to  
21 say what/how far we should take it, but I would like  
22 to hear some discussion in regards to that.

23 MR. KEYT: Would it be a provision dealing  
24 with including a fire suppression system?

1           MR. HARRINGTON: At least in the turbine,  
2 right? To my knowledge, looking through all of it,  
3 we don't see anything about active intention to use  
4 fire suppression in the turbine housing.

5           MR. CHAMBERS: I am trying to find it  
6 here. We went over the language about the  
7 commercially available fire suppression, shadow  
8 flicker management, bat deterrent, all of that, if I  
9 can find it again.

10          MR. KEYT: So, if you look at  
11 paragraph/condition number 7, it deals with the  
12 turbine. There is a comment. There is a comment  
13 listed there that governs a variety of systems that  
14 could be or may become available, and I am going to  
15 pull that comment up on the screen so that everybody  
16 can see it.

17           The addition states: If any shadow  
18 flicker reduction, noise reduction, fire suppression  
19 and/or bird and bat protection systems are available  
20 on said model, Company shall acquire and install  
21 said system.

22          MR. HARRINGTON: I get what you are  
23 saying, but what I am saying is didn't we receive  
24 some information on there are fire suppression

1 available, and it's just a question of whether the  
2 company is utilizing that?

3 MR. LARSON: But that says that they have  
4 to.

5 MS. NUSBAUM: It says if available.

6 MR. HARRINGTON: That is my question to  
7 you guys. Do you want to leave it to available or  
8 do you really -- I do want to take it a step  
9 further.

10 MR. KEYT: I think the --

11 MR. CHAMBERS: I think the language as is  
12 covers it.

13 MR. HARRINGTON: If it's available, they  
14 have to.

15 MR. CHAMBERS: They shall acquire and  
16 install.

17 MR. HARRINGTON: Right, but I guess my  
18 question is how do we know what is available for  
19 this particular model or not? How do we know?

20 MR. KEYT: I think that kind of goes to  
21 the aspect of proof of compliance. So, if it is  
22 available, they have to install it.

23 MR. HARRINGTON: Okay.

24 MR. KEYT: What the zoning administrator

1 or the county could do is ask for proof of  
2 compliance with that section. So, we could ask the  
3 applicant to provide us all systems available on  
4 that model and proof of whether those have been  
5 installed or not.

6 MR. WAX: If that is listed as an option  
7 on that model.

8 MR. HARRINGTON: I am in agreement with  
9 that. If you want to repeat it, I didn't hear you,  
10 Chairman.

11 MR. WAX: I believe it's listed as an  
12 option on the model Vestas turbine.

13 MR. KEYT: Is there a suggested language  
14 change you want to make?

15 I think what you are saying is if it is  
16 available in the model.

17 MR. WAX: Is that okay?

18 MR. KEYT: I think the language currently  
19 there would cover the issue you are talking about.

20 MR. WAX: You feel most comfortable with  
21 the language as written there?

22 MR. LOVIN: Do we want to put something in  
23 that, if it's not available now, we can retrofit  
24 these systems down the road, that it is to be

1 retrofitted on; not at the time of construction  
2 because it may not be available now, but five years  
3 down the road it might be.

4 MR. KEYT: So you could add a sentence on  
5 that condition number 7 currently reading if any  
6 shadow flicker reduction, noise reduction, fire  
7 suppression and/or bird and bat suppression systems  
8 are available on said model, Company shall acquire  
9 and install those systems. If those systems become  
10 -- do you want to say commercially available?

11 MR. LARSON: Throughout the life-span of  
12 the turbine.

13 MR. KEYT: Become commercially  
14 available --

15 MR. WAX: Tell him how you want it.

16 MR. KEYT: -- during the operation period  
17 of the project, Company shall acquire and install  
18 those systems.

19 MR. LARSON: That is good.

20 MR. HARRINGTON: What do you think, guys?  
21 Is that what you are thinking, or do you have some  
22 other verbiage you want to add to it?

23 MR. LARSON: If that covers the life-span  
24 of the project.



1           MR. HARRINGTON: You want to say life of  
2 the project, probably not life of the turbine.

3           MR. LARSON: Right. That is what he  
4 already said.

5           MR. KEYT: Okay. So, let me read the  
6 addition to paragraph 7 currently. If any shadow  
7 flicker reduction, noise reduction, fire suppression  
8 and/or bird and bat protection systems are available  
9 on said model, Company shall acquire and install  
10 those systems. If such systems become commercially  
11 available during the operation of project, Company  
12 shall acquire and install those systems.

13           MR. CHAMBERS: Would it be if previously  
14 unavailable systems become commercially available  
15 during the life of the project the company shall  
16 acquire and install those systems?

17           MR. KEYT: You could maybe make the same  
18 meaning with a couple less words, but what if I just  
19 throw this out: If such systems become commercially  
20 available during any period of the operation of the  
21 project.

22           MR. LARSON: Should we say anything about  
23 if say a system gets an update or something where  
24 they have to update it, or are we covered with that?

1 MR. WAX: Speak to the microphone.

2 MR. LARSON: I just meant, you know, like  
3 if there is 20 years from now there may be a heck of  
4 a lot better system out. If one is already  
5 installed, do they just keep the old one or do they  
6 go with the new technology?

7 MR. CHAMBERS: I think that would be a  
8 little bit of a rabbit hole because you don't know  
9 if there is going to be a newest, greatest and  
10 latest thing every five years. You wouldn't want to  
11 have everything change every too often.

12 MR. KEYT: I think the problem you run  
13 into is software updates every single time you are  
14 going to ask for proof of compliance. But I mean,  
15 you know.

16 So, right now I have it written as: If  
17 such additions become commercially available during  
18 any period of the operation of the project, Company  
19 shall acquire and install those systems.

20 MR. HARRINGTON: Sounds good.

21 MR. WAX: Is that acceptable to the board  
22 members?

23 MR. LOVIN: Yeah.

24 MR. WAX: Appears to be acceptable as

1 written.

2 MR. KEYT: Okay. Okay. That concludes  
3 all of the separate conditions that would be  
4 potentially recommended to the county board.

5 What I would suggest, if it makes sense,  
6 is we take a short break or recess and then we come  
7 back and vote on approval of those conditions as a  
8 recommendation to the county board.

9 HEARING OFFICER: Yeah. We are going to  
10 take a ten-minute recess. It is 8:00 now. This  
11 board will be in recess for ten minutes, and we'll  
12 resume at 8:10 to vote on the proposed conditions  
13 and then begin the work of going through the  
14 findings of fact that have been drafted by Mr. Keyt.

15 So, the board is in recess until 8:10 p.m.

16 (BREAK TAKEN.)

17 HEARING OFFICER: Just a reminder that we  
18 will be continuing this public hearing on Thursday  
19 night from 6 to 9 p.m. in this very room.

20 Mr. Keyt?

21 MR. KEYT: Okay.

22 HEARING OFFICER: Back to you. Now that  
23 proposed conditions have been discussed, a vote on  
24 these conditions.

1           MR. KEYT: So, we've come to, at this  
2 point, a consensus on the language for proposed  
3 recommended conditions to the county board.

4           Again, for clarity, the vote on approval  
5 of any recommended conditions to the county board is  
6 only in the event that they would approve the  
7 project. It has no bearing on whether the ZBA will  
8 recommend approval of the special use as a whole;  
9 just merely that these are recommended conditions  
10 should the county board vote for approval of the  
11 project as a whole.

12           With that as normal procedure, is there  
13 any motion for approval of these conditions to be  
14 recommended to the county board in the event of  
15 approval of the project?

16           MR. WAX: Okay. Zoning Board Members,  
17 what we are looking for is a positive motion to  
18 approve these conditions to be recommended to the  
19 county board. Do I hear such a motion?

20           MR. LARSON: I make a motion.

21           MR. WAX: Done. We have a motion.

22           Is there a second?

23           MR. HARRINGTON: Second.

24           HEARING OFFICER: Jim is second.

1           Is there any discussion? Further  
2 discussion on this matter? If not, let's have a  
3 rollcall, please.

4           MS. NUSBAUM: Mr. Chambers?

5           MR. CHAMBERS: Yes.

6           MS. NUSBAUM: Mr. Loven?

7           MR. LOVEN: Yes.

8           MS. NUSSBAUM: Mr. Harrington?

9           MR. HARRINGTON: Yes.

10          Mr. Larson?

11          MR. LARSON: Yes.

12          Mr. Wax?

13          MR. WAX: Yes.

14          The motion has been approved to move  
15 forward to recommend to the county board these  
16 conditions to the county board. Thank you.

17          MR. KEYT: Also, just for clarification  
18 for everyone, the conditions as we've stated before  
19 are entirely within the purview of the county board  
20 whether to adopt, approve, revise, etc., those  
21 conditions that have been recommended by the zoning  
22 board. There is not a document to sign in terms of  
23 the conditions, unlike the findings of fact. I have  
24 what I am going to call the master copy of revisions

1 we talked about tonight. I will make those  
2 revisions and have them for the board on Thursday.

3 Okay. Any questions at all regarding the  
4 conditions that we --

5 MR. WAX: I have a question. It is my  
6 understanding just that we are approving these. The  
7 motion is to approve them to recommend these to the  
8 county board in the event that we would like them to  
9 consider them in the event that they approve the  
10 SUP; is that correct?

11 MR. KEYT: Correct.

12 MR. WAX: Okay.

13 MR. KEYT: Yeah. Okay. With that, any  
14 other questions from the zoning board or county  
15 staff in relation to the conditions?

16 Hearing none, we'll turn now to the  
17 findings of fact and ultimate recommendation on the  
18 special use permit application to the county board.

19 So, for clarity, on findings of fact from  
20 the zoning board, the zoning board -- one of the  
21 zoning board's jobs is to make finding of fact as to  
22 all the facts that have been adduced here at the  
23 hearing. Those findings then the board uses to make  
24 a recommendation to the county board as to whether

1 to approve the special use permit, deny the special  
2 use permit, or approve the special use permit  
3 subject to conditions.

4           Ultimately, the decision on whether to  
5 approve or deny the special use permit is within the  
6 purview of the county board, but this board's job is  
7 to make those findings of fact required and then  
8 forward a recommendation to the county board on  
9 whether to approve or not approve the special use  
10 permit and, if to approve, whether to make that  
11 approval subject to conditions.

12           With that, I've pulled up the draft set of  
13 Findings of Fact. There might be a few extra copies  
14 around. They are the same copy that was distributed  
15 last week that were part of the copies that were up  
16 here, the same copy as what the zoning board has in  
17 front of it tonight, and so we can start walking  
18 through the findings of fact.

19           Is there any questions before we start  
20 down the path of going through the findings of fact?

21           Okay. With that, we'll begin.

22           I think we'll probably -- this first page  
23 is probably not very controversial, but the first  
24 page that is up here on the screen for everybody to

1 see is sort of a summary of the project, who the  
2 applicant is, the application itself, when it was  
3 filed, and then the hearing process that we've  
4 conducted here during these past several nights.

5 Listed is, of course, the hearing dates  
6 that have occurred. There will be, of course, at  
7 least one, if not likely, very likely, two  
8 additional nights listed under the hearing process  
9 dates.

10 The document goes through the witnesses  
11 that have testified in this matter. There are a  
12 couple of changes just in terms of clarifications,  
13 you know, those listed witnesses, and I'll walk  
14 through those, but I am just going to get through  
15 sort of this introductory stuff first.

16 Then it walks through the list of  
17 exhibits. Both the witnesses that have testified  
18 and the exhibits are separated by those in favor of  
19 the applicant, those testifying on behalf of  
20 objectors and county witnesses. The exhibits are  
21 also separated the same way.

22 Then, at the conclusion of that, is a  
23 listing of the applicable standards, 1 through 7.

24 Then we talk about the evidence and the



1 findings, and then we start going through each  
2 factor that the zoning board is to consider and all  
3 of the draft facts for the board to consider.

4 Again, just like with the conditions, the  
5 findings of fact are within entirely the purview of  
6 the Zoning Board of Appeals and also the  
7 recommendations within the purview of the Zoning  
8 Board of Appeals.

9 As has been the practice of the zoning  
10 board after each factor is essentially a question,  
11 if you will, of whether or not the applicant has met  
12 the factor being discussed or not met the factor  
13 being discussed.

14 And then at the conclusion of going  
15 through the findings of fact and having findings of  
16 fact set, then the board will have to vote on their  
17 recommendation to the county board.

18 So, with that as our background, are there  
19 any changes to either paragraphs I, paragraph II,  
20 paragraph III or paragraph IV which deals with  
21 Applicant, the project summary, the application, the  
22 hearing process? And then I'll deal with the  
23 witnesses that have testified on the exhibits  
24 separately.

1 MR. HARRINGTON: I do not.

2 MR. WAX: How far are we going? Do you  
3 want it approved?

4 MR. KEYT: I went down through -- I would  
5 suggest taking them as a whole, paragraph -- I am  
6 sorry -- section I, which is applicant; section II,  
7 which is project summary; section III, which is the  
8 application; and section IV, which is the hearing  
9 process but only the first paragraph of the hearing  
10 process.

11 MR. WAX: Okay. We are just going as far  
12 as I through IV at this point in time?

13 MR. KEYT: Correct, excepting out the  
14 witnesses and exhibits because I'll address those  
15 separately.

16 MR. WAX: Okay. Zoning Board Members, do  
17 you have any changes or any problems with this?

18 We do not have any changes to I through  
19 IV.

20 MR. KEYT: Okay. I am going to add at  
21 least the additional dates that we've heard so far.

22 Okay. Let's talk very briefly about the  
23 witnesses that have testified. There are a couple  
24 of clarifications on these witnesses. So, anything

1 that you would like to change on those witnesses  
2 that have testified on behalf of the applicant?  
3 Just the first section dealing with on behalf of the  
4 applicant.

5 MR. WAX: So, right now we are looking  
6 through and trying to see if we agree upon or have  
7 any changes to the witnesses on behalf of the  
8 applicant down through about two-thirds of page 2;  
9 is that correct?

10 MR. KEYT: It's probably the first third.  
11 I was stopping at Scott Koziar, Senior  
12 Vice-President of Apex Clean Energy.

13 MR. CHAMBERS: I have no changes.

14 MR. WAX: Pardon me?

15 MR. CHAMBERS: No changes.

16 MR. WAX: We have no changes. Thank you.

17 MR. KEYT: Let's go to that. Those  
18 witnesses in support of the project. There is a  
19 clarification on one of the witnesses listed as  
20 David Hepler. I've listed him as Dr. David Hepler,  
21 as I believe he is a chiropractor. He was from  
22 Logan County not Ford County.

23 Any changes to those listed witnesses?

24 MR. WAX: Zoning Board Members, do you

1 have any changes to those or suggestions?

2 Will, have anything?

3 MR. CHAMBERS: (Shaking head.)

4 MR. WAX: I don't either. We have no  
5 changes.

6 MR. KEYT: Okay. Then it gets to the list  
7 of witnesses in opposition to the project. Any  
8 changes to the list of witnesses in opposition to  
9 the project?

10 I have listed here those witnesses as  
11 either resident or citizen. Resident meaning a  
12 resident of the county. Citizen just meaning a  
13 citizen, not necessarily of the county.

14 MR. WAX: I am open to the -- correct me  
15 if I'm wrong here -- but is Sandra Coyle's name  
16 spelled correctly, the last name?

17 MR. KEYT: I don't know, but I believe  
18 it's supposed to be C-o-i-l-e.

19 MR. WAX: I think you're right.

20 MR. KEYT: Also, I would correct that  
21 Hardtke is not a citizen of the county. He is a  
22 resident of the state. He is listed as a citizen  
23 here. That is correct.

24 If you go down to the next line, neutral

1 on the project, Mr. Reed is listed as a citizen. I  
2 believe he is a resident of the county.

3 And then the last listed person is  
4 Mr. Minder, who is an engineer for the county.

5 Any other changes to the list of  
6 witnesses?

7 MR. HARRINGTON: Is Colleen Kidd K-i-d-d  
8 or K-i-d?

9 MS. NUSBAUM: Colleen Kidd is K-i-d-d.

10 MR. HARRINGTON: Yeah.

11 MR. KEYT: I believe we have a consensus  
12 on the list of witnesses.

13 MR. WAX: I believe we are okay with that.

14 MR. KEY: That brings us to the exhibits.  
15 The exhibits are listed in the same grouping  
16 category, so applicant exhibits are listed first.

17 Are there any changes to the applicant  
18 exhibits to what is before the board?

19 It is now including clarification for the  
20 wildlife study. It was the Brown PowerPoint, which  
21 was Exhibit 16, and then the additional exhibits  
22 that we had Mr. Kanis had heard evidence on  
23 concerning Objectors' counsel and allowed in  
24 Exhibits 47, 48, 49, 50, 51. Those would then be --

1 have now been admitted and so those are listed  
2 there.

3 Any changes to the applicant's exhibits?

4 And for clarification, so the board is  
5 aware, the written application in the appendices is  
6 that giant white binder that the applicant submitted  
7 that is listed as Group Exhibit Number 1.

8 MR. WAX: Zoning Board Members, do you  
9 have any suggested changes or concerns about the  
10 exhibits we are talking about?

11 MR. CHAMBERS: No.

12 MR. WAX: We have no concerns.

13 MR. KEYT: Okay. If we could go back to  
14 the witnesses listed under Brian Stevens, objectors  
15 to the project I believe. I have been informed  
16 rather than Brian Stevens, it should be Brian  
17 Sebens. We believe S-i-e-b-e-n-s. I could check  
18 the transcript.

19 MS. NUSBAUM: Sebens. If it's supposed to  
20 be Brian Sebens, then it's S-e-b-e-n-s.

21 MR. KEYT: Okay. We'll make that change  
22 then. If some reason we are wrong, somebody will  
23 catch us at some point.

24 So we've concluded that Applicant exhibits

1 are properly listed.

2 That takes us to Objectors' Exhibits,  
3 those represented by counsel. Any objection to  
4 objectors' exhibits as represented by counsel?

5 MR. WAX: This may be a memory lapse on my  
6 part. Exhibit 35 to 22, what does reserved mean?

7 MR. KEYT: The applicant had miss numbered  
8 some. They didn't have any exhibits for that. So,  
9 what had happened is they finished Exhibit 24 and  
10 then they submitted Exhibit 33 next. So, what that  
11 means is that there are no exhibits between 25 and  
12 32 for the applicant.

13 MR. WAX: Okay.

14 MR. KEYT: That was the applicant's error,  
15 not to pick on the applicant. I am just saying.

16 HEARING OFFICER: With this much paper, it  
17 is easy to misplace things.

18 MR. GERSHON: Thank you.

19 MR. KEYT: So, any changes to applicant's  
20 exhibits? Hearing none, I think we can move to  
21 Koziar exhibits. I don't think there is going to be  
22 a change to that one.

23 Fox exhibits, that was the professor that  
24 had provided information from various individuals.

1 I doubt there are any changes to that one. I took  
2 that one right off Professor Fox's exhibit list that  
3 she provided.

4 Any changes to that one?

5 Okay. Hearing none, why don't we just  
6 take the remainder of the exhibits; that includes  
7 county exhibits, Bill Gallagher Exhibits, Kayla  
8 Gallagher Exhibits, McKanik Exhibits, Hepler  
9 Exhibits, Statler Group Exhibit, Ryan, letters from  
10 the public, and then those exhibits that have been  
11 excluded.

12 Any changes to those exhibits as listed?

13 The one that I would suggest is on letters  
14 from the public there be an additional Exhibit 3,  
15 which is the letter from January 17, 2023, letter  
16 from the Mahomet Valley Water Authority which was  
17 previously admitted into evidence.

18 Subject to that, any changes to those  
19 remaining exhibits?

20 MR. HARRINGTON: I do not.

21 MR. WAX: I do not. No. We do not have  
22 any changes.

23 MR. KEYT: Any changes to the applicable  
24 standard? I don't believe there would be any



1 changes to those standards.

2 MR. WAX: We have no changes.

3 MR. KEYT: Okay. Moving along, we are now  
4 getting into the substance of findings. So, we'll  
5 go to factor number 1.

6 I will address that paragraph  
7 section number 6 listed their evidence. I don't  
8 believe there would be any changes or revision to  
9 that paragraph. If there are, please let me know.

10 With that, we'll get into the specific  
11 findings of fact.

12 The first one listed there is paragraph or  
13 factor number 1, the establishment of maintenance or  
14 operation of the special use will not be detrimental  
15 to or endanger the public, health, safety, morals,  
16 comfort or general welfare.

17 I have listed out here essentially by  
18 topic the various issues that could be considered  
19 under paragraph number 1.

20 The zoning board may decide there are  
21 other factors -- I am sorry -- not other factors but  
22 other topics they want listed there.

23 The paragraph -- I am sorry -- factor  
24 number 1 goes from page 7 of the draft findings all

1 the way to page 20. To be clear, there are various  
2 factors listed in -- I am sorry -- various topics  
3 listed in factor number 1 that can apply to other  
4 factors within these findings. That's why factor  
5 number 1's length is as it is. So, I think we'll  
6 take it by particular topic.

7 The first one is overview of project by  
8 developer and developer's witnesses. This provides  
9 a three-paragraph summary of an overview of the  
10 project.

11 Is there any suggested changes or revision  
12 to those first three paragraphs listed under there,  
13 under overview of project, by developer and  
14 developer's witnesses?

15 MR. WAX: Board Members, do you have any  
16 suggested changes?

17 MR. HARRINGTON: I do not.

18 MR. CHAMBERS: No.

19 MR. WAX: We have no suggested changes for  
20 the areas that you mentioned.

21 MR. KEYT: Okay. Then going down to  
22 turbine systems and tower heights, which begins on  
23 the bottom of page 7 and continues to the top of  
24 page 8. Any suggested changes or revisions to that

1 portion?

2 MR. WAX: Okay. We are considering just  
3 the turbine system and tower height verbiage at this  
4 point in time?

5 MR. KEYT: That's right.

6 MR. WAX: Do any of the zoning members  
7 have a suggested change? Are you okay with it?

8 We are okay with it.

9 MR. KEYT: Okay. That takes us to setback  
10 requirements listed there on page 8. Any suggested  
11 changes or revisions to that portion?

12 MR. WAX: Well, Zoning Board Members, do  
13 you have any suggested changes?

14 MR. CHAMBERS: No.

15 MR. WAX: We do not.

16 MR. KEYT: Okay. The next section is  
17 starts with I would say the beginning of those  
18 sections that have evidence that essentially goes  
19 both ways. So there are financial impacts is the  
20 next section listed. There is the beginning of that  
21 that lists financial impacts, evidence in favor of  
22 applicant. It is an italicized portion.

23 Then, later on, on page 9, starts  
24 financial impact, evidence in favor of objectors.

1 That is listed there and continues on to the top of  
2 page 10.

3 My suggestion is you take that first  
4 paragraph listed, it starts financial aspects. Are  
5 there any changes to that very first paragraph,  
6 financial aspects may impact -- and then I put  
7 (positively or negatively) the health, safety,  
8 welfare of the general.

9 Property values are addressed elsewhere in  
10 these findings. So, I put property values in factor  
11 number 2 as they more seemed to be appropriately be  
12 addressed there.

13 Is there any change to that first  
14 paragraph?

15 MR. WAX: Are you okay with it as written?  
16 Will?

17 MR. CHAMBERS: Yeah.

18 MR. WAX: We are okay with it.

19 MR. KEYT: Okay. Then taking the section  
20 that begins with Financial Impacts - Evidence in  
21 Favor of Applicant, beginning on page number 8 and  
22 continuing on to about three-quarters of the way  
23 down, page 9, just before financial impacts,  
24 evidence in favor of objectors, so taking that

1 information listed there in favor of applicant, any  
2 changes to that, revisions, removals, additions,  
3 etc.?

4 MR. HARRINGTON: I guess the only question  
5 I would have: Did we ever actually find facts that  
6 there was going to actually be 30 new long-term jobs  
7 in Piatt County?

8 MR. KEYT: Well, that's up to the zoning  
9 board.

10 MR. CHAMBERS: That is what I was about to  
11 say with the way things are worded I would be  
12 looking for language in there that those numbers  
13 presented are the result of modeling.

14 When we are talking about the job numbers,  
15 we probably want to add in there or at least make  
16 sure it's clear that the numbers are the result of  
17 the model.

18 MR. KEYT: So, one change that you could  
19 potentially make to address that is, if you look on  
20 page 9, second paragraph, the last sentence of the  
21 first paragraph, which starts according to this  
22 testimony, to address that, you could potentially  
23 make the change according to written support, the  
24 project modeled have the following economic impact.

1 That would address the potential -- address the  
2 issue that it's based on modeling. I just wanted to  
3 make sure that was clear. Maybe that would do it.  
4 Are you good with that?

5 MR. HARRINGTON: Yeah. I think we  
6 definitely want to say per the model or maybe even,  
7 on that line item, say something like according to  
8 Dr. Loomis, 32 new jobs were estimated in Piatt  
9 County or something.

10 MR. LARSON: Maybe change it to projects  
11 could have the following economic impact instead of  
12 will have?

13 MR. KEYT: According to his testimony and  
14 written reports, the project is modeled to  
15 potentially have.

16 MR. LARSON: Yeah. That would work.

17 MR. KEYT: Any other suggested changes or  
18 revisions to that section which is titled Financial  
19 Impact - Evidence in Favor of Applicant?

20 MR. WAX: Any other changes, suggestions?

21 What do you have as far as any -- what we  
22 suggested? What do you have as far as any suggested  
23 changes right now?

24 MR. KEYT: Currently, in the second

1 paragraph on page number 9, the last sentence of  
2 that paragraph will read: According to his  
3 testimony and written reports, the project is  
4 modeled to potentially have the following economic  
5 impacts. That is the current change.

6 MR. WAX: Okay. Zoning Board okay with  
7 that?

8 MR. HARRINGTON: Yeah.

9 MR. WAX: Okay. We agree with that.

10 MR. KEYT: Okay. It sounds like the board  
11 is okay with that section.

12 Moving on to Financial Impacts - Evidence  
13 in Favor of Objectors. It begins three-quarters of  
14 the way down on page 9 and continues through the top  
15 of page 10.

16 If I were to suggest one addition to what  
17 is listed there, there was a letter that was read  
18 into evidence from the Flying Illini Aerial Service.  
19 I believe that was the name of that service. So, at  
20 the end of this paragraph that is on the top of  
21 page 10, after the testimony of Mr. Bauer that is  
22 listed there, I would suggest including additionally  
23 the information that came from that letter which  
24 would read: As a potential change additionally,

1 Mr. Herman of Flying Illini Aerial Service provided  
2 correspondence via letter that serious risk to  
3 applicators increase the cost of application.

4 And then make a reference to the letter  
5 received.

6 MR. WAX: How far are we supposed to be  
7 considering at this point in time?

8 MR. KEYT: I would go, if you look on the  
9 bottom of page 9, the portion that is in italics  
10 starting with financial impacts in favor of  
11 objectors.

12 MR. WAX: And including the first  
13 paragraph on page 10?

14 MR. KEYT: Yeah. I would go to -- see the  
15 bold on page 10 that says sound?

16 MR. WAX: Okay.

17 MR. KEYT: I would read to that portion,  
18 up to that portion.

19 MR. WAX: Are we okay with up to sound?

20 MR. LARSON: Yes.

21 MR. HARRINGTON: Yes.

22 MR. WAX: Will, are you okay with that?

23 MR. CHAMBERS: Yeah.

24 MR. WAX: We appreciate you including that



1 one letter.

2 MR. KEYT: Okay. Moving on to the sound  
3 portion. That begins on page 10.

4 We heard a significant amount of testimony  
5 about sound. It starts on page 10 and goes to  
6 page 14. So, what I would suggest is we start with  
7 the Piatt County Zoning Ordinance, and it begins on  
8 page number 10. It's the first portion, and it  
9 continues on to page number 11, at the top of page  
10 number 11. So, if you read from the bolded Sound  
11 and then stopping at Sound and Evidence in Support  
12 of Applicant on page number 11, the one change I  
13 would make is a typographical error. There is a  
14 typographical error on that first italicized  
15 portion, which says through the use of a qualified  
16 professional as part of the special "sue"  
17 application. It should be special "use"  
18 application. That is the only change I caught after  
19 I submitted it to the board.

20 Any suggested changes or revisions to  
21 those first?

22 MR. WAX: Any changes?

23 MR. KEYT: Four paragraphs.

24 MR. WAX: No. We have no changes to the

1 section you have mentioned.

2 MR. KEYT: Okay. That then takes us to  
3 the top of page 11. The italicized portion  
4 beginning *Sound - Evidence in Support of Applicant*,  
5 I would suggest that we just consider the remainder  
6 of the information on page 11 for now.

7 MR. HARRINGTON: I do not have any.

8 MR. WAX: Will, do you have anything?

9 MR. CHAMBERS: No.

10 MR. WAX: We do not have any changes.

11 MR. KEYT: Then, proceeding to page 12, I  
12 would suggest you consider the first two paragraphs  
13 listed there on page 12 stopping at the italicized  
14 portion that reads *Sound - Evidence in Support of*  
15 *Objectors*, so the first two paragraphs of page 12.

16 MR. HARRINGTON: I don't have anything.

17 MR. LARSON: Good with it.

18 MR. WAX: We don't have any changes to  
19 that section.

20 MR. KEYT: That takes to the sound  
21 evidence portion, and I suggest we review the  
22 remainder of page 12. It starts with *Sound -*  
23 *Evidence in Support of Objectors*, the first three  
24 paragraphs there.

1 MR. WAX: What do you think?

2 MR. CHAMBERS: Just for clarity -- so let  
3 me find it in here. So, the beginning of the second  
4 paragraph talking about Punch's testimony and he  
5 testified as to the unique characterizations of wind  
6 turbines and causal links between infrasound and  
7 low-frequency noise. I think that is supposed be  
8 causal links between infrasound and low-frequency  
9 noise and his testimony would have been about  
10 adverse health outcomes, but that is not clear. He  
11 wasn't talking about the link between infrasound and  
12 low-frequency noise. He was making note to the  
13 health outcome.

14 MR. KEYT: So, the proposed change, I  
15 guess, would be Jeremy Punch, Audiologist, testified  
16 to the unique characterizations of wind turbines and  
17 the causal links between infrasound, low-frequency  
18 noise and health outcomes?

19 MR. CHAMBERS: Correct.

20 MR. KEYT: Do you want to list it as  
21 adverse health outcomes, to be clear?

22 MR. CHAMBERS: Yeah. That would match up  
23 with the last paragraph there.

24 MR. KEYT: Is the rest of the board okay

1 with that potential change?

2 MR. HARRINGTON: Yep.

3 MR. WAX: Yep. We agree.

4 MR. KEYT: Okay. The rest, any changes to  
5 the remainder of page 12, from Sound - Evidence in  
6 Support of Objectors to --

7 MR. WAX: No other changes.

8 MR. KEYT: Okay. Hearing none, we'll go  
9 to page 13. This is a continuation of the  
10 objectors' evidence in relation to sound. I would  
11 suggest you consider the entirety of page 13, if  
12 that is agreeable with the board.

13 MR. HARRINGTON: I am good.

14 MR. CHAMBERS: I have an important clarity  
15 to add.

16 MR. KEYT: That's okay.

17 MR. CHAMBERS: About mid -- that first big  
18 paragraph there about two-thirds of the way down,  
19 that sentence, he also cited other studies,  
20 indicating wind turbines, being associated with wind  
21 turbines and addresses health outcomes, I'd just  
22 delete that, the redundant, double mention of wind  
23 turbines.

24 MR. KEYT: Oh, I see. That's the

1 drafter's error.

2 MR. HARRINGTON: That was a little farther  
3 down.

4 MR. KEYT: He also cited other studies  
5 being associated.

6 And then, Mr. Harrington, I think you had  
7 a reference.

8 MR. HARRINGTON: Yeah. It's just right  
9 after that. It says heart rate, heart health,  
10 hormone levels, hormone levels. It just mentioned  
11 it twice. It's not a big deal.

12 MR. KEYT: No, no, no. I am willing to  
13 have my errors vetted in public.

14 MR. CHAMBERS: You are down to an A-.

15 MR. KEYT: Okay. Any other  
16 changes/revisions to page 13?

17 MR. WAX: Any other changes?

18 MR. HARRINGTON: I do not.

19 MR. WAX: Will, do you have any other?

20 MR. CHAMBERS: No.

21 MR. WAX: We do not.

22 MR. KEYT: With that, I would suggest we  
23 go to page 14 and handle that remainder of the sound  
24 portion which would stop at shadow flicker. It's

1 just the first two paragraphs of page 14.

2 MR. CHAMBERS: I would suggest -- I  
3 believe the sound receptor that is referred to here  
4 1104 is Gantz property.

5 MR. KEYT: Okay.

6 MR. CHAMBERS: I would first verify that,  
7 but I believe that's correct, and then probably add  
8 that in there for clarity since he did also provide  
9 testimony.

10 MR. KEYT: So, we could add at the end of  
11 the second paragraph on page 14, while the modeling  
12 of the applicant was consistent with IPCB, it is  
13 suggested that sound mitigation efforts be  
14 undertaken for those turbines impacting sound  
15 receptor 1104 (Gantz property). Does that comport  
16 with the suggested change?

17 MR. HARRINGTON: If that is accurate.

18 MR. KEYT: Okay. Any other suggested  
19 changes to the first two paragraphs of page 14?

20 Any others?

21 MR. WAX: We have none.

22 MR. KAINS: Okay. With that, we are at  
23 the 9:00, 9:02 hour. What is the board's pleasure  
24 here?

1           We have a ways to go, but we have Thursday  
2 night scheduled. We could embark on a discussion of  
3 shadow flicker. It appears to be approximately one  
4 page in length, but then the next topic is  
5 Environmental which is several pages in length.

6           We could either go into a recess until  
7 Thursday right now or we could discuss shadow  
8 flicker.

9           MR. HARRINGTON: I would vote to recess  
10 until Thursday.

11          MR. WAX: Will?

12          MR. CHAMBERS: I think at the pace we are  
13 going we shouldn't have a problem getting done. We  
14 are halfway through now, so we shouldn't have a  
15 problem getting through the other half and then  
16 taking a vote for the next.

17          MR. WAX: I think we have a consensus here  
18 to recess until Thursday.

19          MR. KAINS: Very good. We'll take up  
20 finding of facts documents on page 14 with shadow  
21 flicker.

22          The board is in recess until Thursday  
23 February 2, 2023, at 6:00 p.m. at this address in  
24 this room.

1 Thank you. Have a good night.

2 (END OF PROCEEDINGS.)

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CERTIFICATE OF REPORTER

I, Holly Wingstrom, CSR #84-003888, reported in machine shorthand the proceedings had in the above-entitled cause and transcribed the same by computer-aided transcription, which I hereby certify to be a true and accurate transcript of the proceedings had.

  
Holly Wingstrom, CSR #84-003888  
Official Court Reporter

Dated: 2/7/2023

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