

In The Matter Of:
McLEAN COUNTY ZONING BOARD OF APPEALS

June 7, 2016

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1
2 McLEAN COUNTY ZONING BOARD OF APPEALS
3 MEETING
4
5 Tuesday, June 7, 2016
6 7:00 p.m.
7 Government Center
8 115 East Washington Street
9 Bloomington, Illinois
10 ZONING BOARD MEMBERS PRESENT:
11 Brian Bangert
12 Chris Carlton
13 Rick Dean
14 Marc Judd
15 Michael Kuritz
16 Sally Rudolph - Chairman
17 Drake Zimmerman
18
19 ALSO PRESENT:
20 Donald Knapp, Civil Asst. State's Attorney
21 Philip Dick, Director of Building & Zoning
22 Hira Aamir, Zoning Department Staff
23 Jerry Stokes, County Engineer
24
25 Court Reporter:
26 Brenda Zeitler, CSR-RPR
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1 stipulations that had been approved in one or more of
2 the four wind farm special use permits in McLean
3 County. Staff supports this text amendment with
4 modifications, indicated as follows:
5 I don't know exactly -- I'm not going to go
6 over the whole amendment because the Applicant
7 probably will want to. But if they don't, you have it
8 in front of you.
9 Some of the minor changes that I would like
10 to address have to do with Section (2)(f)5. It
11 deletes several requirements that are either not
12 available at the time the special use application is
13 submitted or are not necessary.
14 We're suggesting Section (2)(f)5 be revised
15 as follows: "A site plan for the installation of
16 WECSs showing the planned location of each WECS tower,
17 guy lines, and anchor bases," -- then deleting
18 "primary structures, setback lines, private access
19 roads, turnout entrance locations, electrical cabling
20 from the WECS tower to the substations, ancillary
21 equipment, third party transmission lines, and layout
22 of all structures within the geographical boundaries
23 of any applicable setback."
24 Those we would like to be deleted because

1 MS. RUDOLPH: The Secretary will call the
2 case.
3 MR. DICK: This is Case Number ZA-16-01,
4 application of McLean County Farm Bureau for a text
5 amendment of regulations for wind power generation
6 facilities in the McLean County Zoning Ordinance,
7 which is in Chapter 350 of the Code of McLean County.
8 Sections of the County Code which will be
9 amended include but are not limited to Section 350-26
10 or "Definitions" and Section 350-43.00, "Use Standard
11 for a Major Utility."
12 Public notice of this hearing was published
13 in the Pantagraph on May 21, 2016, as provided by law.
14 The Applicant has paid the publication costs.
15 The first communication I'd like to pass is
16 the application, and it's what was submitted to you
17 all as part of the packet. The only other exhibit
18 that we have is a Board exhibit, which is the staff
19 report, which has also been attached -- or has been
20 McLean County Staff met with McLean County
21 Farm Bureau Staff and reached a compromise on a
22 significant portion of their proposed text amendment.
23 Many aspects of the proposed text amendment by the
24 McLean County Farm Bureau is the codification of

1 they aren't often known at that time.
2 In Section (2)(g)1.A., we think that staff
3 language is more consistent with industry standards
4 for certification of WECS. And I'll read that.
5 We deleted: "Electrical components: All
6 electrical components of the WECS . . . local, state,
7 and national codes and relevant national and
8 international standards."
9 Changed to: "WECS shall conform to
10 applicable industry standards, including those of the
11 American National Standards Institute (ANSI).
12 Applicants should submit certificates of design
13 compliance that equipment manufacturers have obtained
14 from Underwriters Laboratories (UL), Det Norske
15 Veritas (DNV), Germanischer Loyd Wind Energic (GL),
16 TUV Nord, or an equivalent third party. Collection
17 lines connecting the towers substations, etc., shall
18 be placed underground where practical."
19 The third proposed change has to do with
20 Section (2)(h)3, which we find problematic for the
21 County to waive certain requirements here.
22 That's essentially just deleting the
23 statement "The County may waive this setback
24 requirement." So we're just asking to delete that.

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1 We don't know why they should be not allowed
 2 to delete this section and not delete some other
 3 parts. So we think there may be a problem with that
 4 legally.
 5 Next is Section (2)(i)1 and 2. Staff
 6 language regarding the use of public roads and road
 7 use agreements is more complete and consistent with
 8 road use agreements that have been used in other
 9 special uses. And I will read how we would like that
 10 to be proposed. This is under "Use of public roads."
 11 An Applicant, WECS owner, or wind project
 12 operator proposing to use any county, township, or
 13 municipal road for the purpose of transporting and
 14 installation of WECS or substation parts and/or
 15 equipment or construction, operation, or maintenance
 16 of the WECS or substations shall, A, identify all such
 17 public roads and, B, obtain applicable overweight and
 18 oversize permits from relevant government agencies
 19 prior to such use.
 20 And, 2, to the extent an Applicant, Owner,
 21 or wind project operator must obtain an overweight or
 22 oversize permit from the county, municipality, or
 23 township, the Applicant, Owner, or operator shall
 24 enter into a road use agreement with agencies having

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1 jurisdiction of the roads to be used for the
 2 construction, operation, and maintenance of the WECS,
 3 which shall include at minimum the following:
 4 **A. Conduct a preconstruction baseline survey**
 5 **to determine existing road conditions for assessing**
 6 **potential future damage.**
 7 **B. Secure financial assurance in a**
 8 **reasonable amount agreed to by the relevant parties**
 9 **for the purpose of repairing any damage to public**
 10 **roads caused by constructing, operating, or**
 11 **maintaining the WECS and**
 12 **C. Provide the Director of Building and**
 13 **Zoning with a signed copy of any agreement pertaining**
 14 **to the use of public roads.**
 15 **We also deleted the word "state" roads**
 16 **because we don't have them involved in any of our road**
 17 **use agreements.**
 18 **The fifth one is Section 2(j). Staff**
 19 **believes that a maximum height of 550 feet is better**
 20 **suited to accommodate changing technologies. And the**
 21 **restriction of locating WECS within a mile and a half**
 22 **of a municipality is addressed in a different section;**
 23 **so that isn't really necessary here.**
 24 **That is really all that is changed in that**

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1 **fifth one.**
 2 **Then the sixth is 2(l), which is saying**
 3 **staff does not believe that these regulations should**
 4 **be designed to enforce specific state and federal**
 5 **agreements.**
 6 **In that one, essentially we're deleting**
 7 **". . . owner or wind project operator and any state or**
 8 **federal agency. Impacts may include but are not**
 9 **limited to compaction and rutting, removal or**
 10 **displacement of topsoil, and drainage tile."**
 11 **So we have some other language that is**
 12 **slightly changed from that that we believe protects**
 13 **the farm owner.**
 14 **It wasn't our initial intent to have a text**
 15 **amendment. The Farm Bureau asked us to do this. It**
 16 **was our idea that generally we had gone through four**
 17 **public hearings for wind farms and had not had a lot**
 18 **of negative impact from it. But working with the Farm**
 19 **Bureau then, we negotiated certain things, as I**
 20 **indicated in my report, and are okay with this**
 21 **provided our proposed modifications.**
 22 **MS. RUDOLPH:** Any questions at this point
 23 regarding the staff report?
 24 (No response.)

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1 **MS. RUDOLPH:** Ask questions later?
 2 Would you turn on your mikes and raise your
 3 right hands, please?
 4 (Two witnesses sworn.)
 5 **MS. RUDOLPH:** State your names and
 6 addresses.
 7 **MR. THALGOTT:** My name is Garrett Thalgott,
 8 G-a-r-r-e-t T-h-a-l-g-o-t-t. I am an attorney
 9 representing the McLean County Farm Bureau. My
 10 business address is 1701 Towanda Avenue, Bloomington,
 11 Illinois.
 12 **MR. SWARTZ:** My name is Michael Swartz,
 13 M-i-c-h-a-e-l S-w-a-r-t-z. I'm the Manager of McLean
 14 County Farm Bureau, and our office is at 2242 Westgate
 15 Drive in Bloomington, Illinois.
 16 **MS. RUDOLPH:** You may proceed.
 17 **MR. THALGOTT:** Thank you, Madam Chairwoman.
 18 We appreciate the opportunity to be here this evening.
 19 I think, to start off with, I would like to just
 20 quickly touch base on some things that our text
 21 amendment does not do or that we intend it to not do.
 22 First of all, we do not intend to reinvent
 23 the wheel. Like Mr. Dick said, the County has been
 24 actively engaged in wind project permitting for

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1 probably the last eight to ten years. As he
 2 indicated, we feel that things have gone quite well.
 3 So we do not intend to reinvent the wheel.
 4 We do not intend to create new processes that are
 5 burdensome or difficult for the County or for staff to
 6 follow. That is not our intent at all.
 7 We also do not intend to create new
 8 substantive design standards or new substantive
 9 standards really of any type that the County has not
 10 already been using.
 11 For the most part, we think the County has
 12 actually been doing a pretty good job. We think that
 13 there has been a good balance between wind development
 14 and between protecting the rights of all landowners.
 15 Really, what we seek to do with this is we
 16 seek to make some of the design standards that the
 17 County has been using for the past few years more
 18 accessible to the public and more accessible to
 19 landowners. That is really the aim of this text
 20 amendment.
 21 So to start off with, I thought what might
 22 be helpful -- I'm going to submit a numbered Exhibit
 23 1. Based on the County's exhibits, that might not be
 24 correct numbering. We can change it if we need to.

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1 The Exhibit is the Findings of Fact and
 2 Recommendation of the McLean County Zoning Board of
 3 Appeals for the Bright Stalk project that was issued
 4 back in 2010. This project was never built, but the
 5 permit was indeed issued. I made ten copies; so feel
 6 free to pass them around.
 7 If you compare the information that is
 8 included in those findings of fact and the
 9 requirements that are in our text amendment, you will
 10 find that they are nearly identical. We have not made
 11 any changes with regard to, again, design standards,
 12 placement, anything like that. We haven't really
 13 changed anything that the County is already doing or
 14 has done with past wind projects. All we are doing is
 15 we are seeking to publish those standards and those
 16 designs in the County Code.
 17 For example, a landowner or a member of the
 18 public, if they ever have any questions about: Gee,
 19 what are the standards in terms of sighting for wind
 20 turbines? Where can I find that? -- all they have to
 21 do is go to the County Code, which is online, and they
 22 can find it very easily.
 23 I assume that you all have copies of our
 24 text amendment. I don't want to -- you all can

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1 obviously read it, and I don't want to sit and yammer
 2 on reading something that you all have a copy of
 3 anyway.
 4 But just briefly, the text amendment
 5 provides standards for the construction and sighting
 6 of wind energy projects. It provides design safety
 7 standards for the tower and for the components of
 8 those wind projects. It governs the use of public
 9 roads in wind energy development. It governs
 10 decommissioning, including providing financial
 11 assurance for decommissioning costs. It also defines
 12 wind energy conversion systems, something that was
 13 heretofore not included in the Code.
 14 With regard to the comments of staff, like
 15 Mr. Dick said, we met a number of times; and, for the
 16 most part, we generally were able to come to an
 17 agreement on the different provisions of the text
 18 amendment.
 19 With regard to the specific changes that
 20 staff has requested, I'd like to address each one of
 21 those specifically so you at least know where we
 22 stand. On a number of these, we have no disagreement
 23 at all.
 24 With regard to staff recommendation number 1

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1 about Section (2)(f)5, we believe that the information
 2 that staff proposes to delete from our text amendment
 3 is actually fairly important.
 4 In terms of setback lines, private access
 5 roads, turnout locations, electrical cabling,
 6 substations, we believe that that should be included
 7 in the initial application. However, --
 8 **MS. RUDOLPH:** Excuse me. Did you say(2)(f)
 9 5?
 10 **MR. THALGOTT:** Yes. That was the staff
 11 report little "i."
 12 I will say this: If staff and this board
 13 would be amenable to including approximate locations
 14 for all of those different turnout entrances, the plan
 15 location for each WECS tower, we think that would be a
 16 good compromise, basically requiring the developer to
 17 still include the proposed locations of all of those
 18 different things that we listed, only allowing them to
 19 make it approximate and then to update it as they get
 20 on down the road with their plan.
 21 Also, staff pointed out that, in our
 22 proposed language, we included a reference to primary
 23 structures, and we acknowledged that that was
 24 incorrect. It was a typographical error, and it

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1 should have been occupied residences, as staff has
 2 proposed to change.
 3 With regard to Roman numeral ii, Section
 4 (2)(g)(1)A, we have no objections to the revisions
 5 that staff has proposed.
 6 With regard to Roman numeral number iii,
 7 (2)(h)3, we have no objections to those revisions that
 8 staff has proposed.
 9 With regard to Roman numeral number iv,
 10 which is Sections 2(i) 1 and 2 regarding public road
 11 use, we also have no objections to the revisions that
 12 staff has proposed.
 13 With regard to Roman numeral number v,
 14 Section (2)(j) regarding tower height, we have no
 15 objections to that proposal either.
 16 Honestly, the reason that that wasn't
 17 included originally was we sort of -- I guess we kind
 18 of wanted to keep to our original goal of not really
 19 trying to change the wheel but just to publish the
 20 wheel in a more accessible place, if that makes any
 21 sense.
 22 With regard to Roman numeral number vi,
 23 which is Section (2)(l), we -- so I guess to back up,
 24 I'd like to submit as an exhibit the Wind Energy

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1 Facility's Agricultural Impact Mitigation Act. I
 2 marked that as Exhibit Number 2. If that is marked
 3 incorrectly, then please feel free to remark it as you
 4 see fit.
 5 **MR. DICK:** We'll call it Applicant's
 6 Exhibit 2.
 7 **MR. THALGOTT:** Fair enough.
 8 The Wind Energy Facility's Agricultural
 9 Impact Mitigation Act was passed in 2015, just last
 10 year. We think of this and we see this as being very
 11 important legislation for wind development.
 12 What it requires, by and large, if you turn
 13 to the third page of that Exhibit, under Section 15,
 14 Agricultural Impact Mitigation Agreement, under A, "A
 15 commercial wind energy facility owner of a commercial
 16 wind energy facility located on a landowner property
 17 shall enter into an agricultural impact mitigation
 18 agreement with the Department outlining construction
 19 and deconstruction standards and policies."
 20 It goes on to further describe what some of
 21 those policies are.
 22 Again, we see this as being sort of a
 23 seminal piece of legislation in that the legislature
 24 acknowledged that the protection of agricultural land

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1 is important; and, therefore, they sought to require
 2 developers of wind energy projects to enter into
 3 agreements with the Illinois Department of Agriculture
 4 governing the construction and deconstruction
 5 standards and policies specifically as they relate to
 6 agricultural land.
 7 If you turn the page to number C -- letter
 8 C, I should say -- "For commercial wind energy
 9 facility owners seeking a permit from a county or
 10 municipality for the construction of a commercial wind
 11 energy facility, the Agricultural Impact Mitigation
 12 Agreement shall be entered into prior to the public
 13 hearing required prior to a siting decision of a
 14 county or municipality regarding the commercial wind
 15 energy facility."
 16 We believe that the timing that the statute
 17 requires of the Agricultural Impact Mitigation
 18 Agreement, which I will call the AIMA, is important.
 19 "Any wind energy project developer must enter into an
 20 AIMA with the Department of Agriculture prior to the
 21 hearing on the project." So in this case, in the case
 22 of this county, prior to the special use hearing.
 23 We think that's important because that
 24 allows the public and the County to know exactly what

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1 those two parties agreed to with regard to how any
 2 damage to agricultural land will be mitigated and
 3 remediated.
 4 Therefore, we don't really see much of a
 5 reason why that information, why that agreement, could
 6 not be incorporated into and used by the County in the
 7 hearing process and even going forward after the
 8 project has been developed.
 9 Letter D says: "If a commercial wind energy
 10 facility owner seeks an extension of a permit granted
 11 by a county or municipality for the construction of a
 12 commercial wind energy facility prior to the effective
 13 date of this act, the Agricultural Impact Mitigation
 14 Agreement shall be entered into prior to a decision by
 15 the county or municipality to grant the permit
 16 extension."
 17 Again, this is just more indication that the
 18 legislature wanted to make sure that everyone knew
 19 what the AIMA said and that everyone was aware of what
 20 the requirements of the AIMA would be prior to the
 21 county's review of the project via the permitting
 22 process.
 23 So again, we think it's reasonable that our
 24 language stays in the ordinance -- or, I'm sorry,

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1 stays in the text amendment.
 2 In that regard, we believe that a wind
 3 ordinance should require, one, that a developer submit
 4 the Agricultural Impact Mitigation Agreement, the
 5 AIMA, to the County so that it is a part of the
 6 record.
 7 Two, we believe that the County should be
 8 able to have the option to enforce its provisions if
 9 it feels necessary to do so.
 10 We believe that incorporating the provision
 11 requiring compliance with any agreements related to
 12 agricultural remediation will accomplish these goals.
 13 We also believe that, in the long term, the County
 14 will be benefited from the incorporation of such
 15 agreements and so will the long-term health of the
 16 agricultural soils that are in this county.
 17 We understand that staff has indicated they
 18 have concerns about being put into a position of
 19 trying to enforce an agreement in which they had no
 20 part in drafting or negotiating and to which they are
 21 not a party. We understand those concerns. However,
 22 we think that there's a couple of different items that
 23 the County has done in the past with permitting that
 24 we think alleviates those concerns somewhat.

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1 First of all, the County already
 2 incorporates by reference similar statutes and rules
 3 that it had no part in drafting and whose enforcement
 4 are normally outside the purview of the County.
 5 For example, in previous wind permits, the
 6 developer was required to abide by FAA regulations
 7 regarding lighting and the Illinois Pollution Control
 8 Board Regulations regarding noise. The FAA and the
 9 Pollution Control Board regulations and the AIMA
 10 requirements should be treated similarly by the
 11 County.
 12 In other words, while we understand that
 13 there might be some concerns regarding an agreement
 14 that the County wasn't present for when it was
 15 negotiated, we also believe -- I think it's pretty
 16 obvious that the County wasn't necessarily present
 17 when FAA regulations were designed or when Illinois
 18 Pollution Control Board regulations were created; and,
 19 yet, those regulations are still referenced and
 20 enforced by the County in past wind projects.
 21 Also, we see the AIMA and its provisions as
 22 just another arrow in the County's quiver that may or
 23 may not ever need to be used.
 24 Presumably, wind developers will abide by

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1 the terms of their agreement with the Illinois
 2 Department of Agriculture, making this discussion
 3 purely academic. If they don't, the County always has
 4 recourse.
 5 So in short, we would ask that our original
 6 language be used.
 7 With regard to the final revision by staff,
 8 Roman numeral vii, which covers Sections (2)(p)(1)B
 9 and E, regarding decommissioning, we don't really have
 10 any strenuous objections to these revisions, but we
 11 have more, I guess, a couple of concerns.
 12 First of all, we believe that our proposed
 13 language in B is appropriate with regard to the
 14 materials that need to be removed during
 15 decommissioning.
 16 We also believe that it may be appropriate
 17 to not put a specific dollar amount in the ordinance
 18 for decommissioning as decommissioning costs may
 19 change over time with regard to new technologies and
 20 later wind development.
 21 And number 3, again, I mentioned that the
 22 AIMA, the Agricultural Impact Mitigation Agreement, is
 23 agreed to between the developer and the Illinois
 24 Department of Agriculture prior to the County's

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1 hearing on any projects.
 2 That AIMA -- in fact, before I forget, I
 3 will distribute Applicant's Exhibit Number 3, which is
 4 the draft Wind Energy Facility Construction and
 5 Deconstruction Standards and Policies. Basically,
 6 this is a draft AIMA that the IDOA uses when they
 7 begin negotiates with any developer.
 8 That draft AIMA actually includes provisions
 9 that govern deconstruction. And what that draft AIMA
 10 says is: "On the first anniversary, the developer
 11 provides financial assurance for 10 percent of the
 12 decommissioning costs. On the sixth anniversary, the
 13 developer provides financial assurance for 50 percent
 14 of the decommissioning costs. On the eleventh
 15 anniversary, the developer provides financial
 16 assurance for 100 percent of the decommissioning
 17 costs."
 18 Also of note, the AIMA -- the draft AIMA, I
 19 should say -- requires the removal of 60 inches of
 20 concrete at the decommissioning as opposed to the 40
 21 proposed by staff.
 22 Again, our comments with regard to Roman
 23 numeral vii are not strenuous objections so much as
 24 concerns that we have in terms of what the AIMA

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1 requires versus what the proposed text amendment
 2 requires.

3 With that, again, I just want to reiterate
 4 our purpose in being here, what we are trying to do
 5 and, more importantly, what we are not trying to do.
 6 Unless you have any questions for me specifically, I
 7 can turn the time over to Mr. Swartz.

8 **MS. RUDOLPH:** I'm sure we will have later,
 9 but let's go on.

10 **MR. SWARTZ:** Good evening, Madam Chair,
 11 members of the Zoning Board, and McLean County Staff.
 12 We appreciate and respect the opportunity to present
 13 the text amendment to you this evening. The Amendment
 14 is being presented on behalf of the McLean County Farm
 15 Bureau Board, and our Governmental Affairs Committee
 16 has reviewed this.

17 The Farm Bureau is a not-for-profit
 18 organization. We represent over 60 percent of the
 19 farmers and farmland owners of McLean County. In
 20 total, we have over 12,000 members in McLean County,
 21 both voting and associate members. As an
 22 organization, we've been in operation in this County
 23 now in our 103rd year.

24 The Farm Bureau's primary purpose for this

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1 text amendment is to fairly represent the interest of
 2 our farmland members.

3 Three months ago, McLean County Farm Bureau
 4 hosted a meeting in a proposed wind project area in
 5 the communities east of Lexington and Towanda and
 6 north of Route 9. The purpose of the meeting was to
 7 inform landowners of the state statutes, county
 8 ordinance, review of landowner's lease agreement that
 9 we had, and issues surrounding wind energy projects.

10 While preparing the speaking materials,
 11 particularly on the subject of the county ordinance
 12 pertaining to wind energy projects, we found that the
 13 Wind Energy Ordinance was more vague than
 14 comprehensive. We were familiar with the findings of
 15 facts that is also requested in the application of a
 16 wind energy company when they submit it.

17 So essentially what we've done to this
 18 process is codify the new state statute, findings of
 19 facts to current existing ordinance, and we have
 20 combined them all into what we presented to you here
 21 tonight.

22 As Mr. Thalgot indicated, we are not here
 23 to recreate new things. We are combining many
 24 different aspects that have come together and present

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1 to you tonight as this text amendment.

2 You're familiar as well as we that land
 3 agents are currently out trying to acquire land for
 4 the wind towers that are out in the county. This
 5 process is occurring before anything that we are aware
 6 of as the applicants might be going to the Department
 7 of Agriculture trying to apply for the Ag Impact
 8 Mitigation Agreement, referred to as AIMA. That needs
 9 to be done before they come here to the County.

10 As they acquire land and a landowner
 11 receives a contract, the landowner doesn't know what
 12 the stipulations of the County are. If they did
 13 pursue and look for an ordinance, they would see that
 14 it's not as comprehensive as we've submitted here.
 15 That's why we're presenting this, so that there's one
 16 document that is condensed so we can actually present
 17 that.

18 We have found that at our office too. As
 19 landowners have brought contracts for us to review and
 20 try to compare, we didn't have anything.

21 The more investigation we've done in working
 22 with Building and Zoning in the preparation for this
 23 through Illinois Farm Bureau's General Counsel
 24 Division, we've looked at other ordinances all across

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1 the state and have a summary of those. We've picked
 2 the best practices of many of those to incorporate
 3 into this, yet still keeping the same setback
 4 standards that this county has used for the past ten
 5 years.

6 Just as an example, we did find that many of
 7 the setbacks in other counties is 1000 foot. We
 8 continue to use the 1500 feet setback in this county,
 9 as used in the past in your other hearings.

10 Your first ordinance was established in June
 11 of 2002 for the Twin Grove Wind Project. Since then,
 12 that has been established. That wind project was
 13 finished in 2007.

14 Since that time, there was 23 wind farms
 15 across the state of Illinois that were 50 megawatts or
 16 larger. These numbers have been provided to me by the
 17 Center for Renewable Energy at Illinois State
 18 University. The only change in the ordinance was in
 19 March of 2005, when the tower height was increased
 20 from 450 feet to 499 feet.

21 The amendments that we provide you tonight
 22 are based upon a summary of our review of ordinances
 23 across the state and then, of course, the experience
 24 that wind projects have had, those 23 across the state

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1 of Illinois, and multiple counties working to identify
 2 the best practices for county zoning.
 3 In our review, there are some counties in
 4 this state that have tremendously restrictive
 5 policies. Anti-wind has got in significantly in those
 6 areas. But, uniquely, some projects smaller in scale
 7 than what has been potentially installed in this
 8 County have still been erected even regardless of the
 9 restrictions.
 10 Some counties actually have very loose
 11 policies regarding it, and wind projects can be
 12 constructed in those -- approved and constructed in
 13 those counties with lower restrictions.
 14 I want to cover three items here as I finish
 15 up, reasons for changing the ordinance. One, we are
 16 looking for a more comprehensive ordinance. It
 17 creates a predictable and more stable wind -- excuse
 18 me -- it creates predictability and stability for
 19 prospective wind developers, the County Board, and
 20 farmland owners.
 21 The ordinance zoning requirements that are
 22 explicit and rational act as a defense for the County
 23 from litigation from other potential developers or
 24 anti-wind activists. There is also more stated in the

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1 ordinance for the construction, your current
 2 ordinance, for one turbine than there is for the
 3 construction of 100 turbines.
 4 The second thing is that the proposed
 5 ordinance will not curtail wind development and will
 6 not functionally change the way in which the County
 7 reviews wind project applications. Other counties
 8 with similar or more burdensome ordinance requirements
 9 continue to see new proposed wind projects, as I just
 10 mentioned.
 11 The County regularly requires and collects
 12 more of the same information in a special use permit
 13 in the procedures, particularly when you talk about
 14 the findings and facts that are there.
 15 The findings and facts from the Bright Stalk
 16 hearing identified 25 additional items. We have
 17 included 17 of those items into this text amendment.
 18 The proposed ordinance should not cause any
 19 additional burdens on the companies. We have met with
 20 both of the proposed companies who have been looking
 21 at this County in the last six months. We have
 22 significantly talked to one of them and some of the
 23 potential changes that they would like to see in this.
 24 At this time -- I'm not speaking on their

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1 behalf, just trying to accurately reflect what they
 2 said -- they have seen and have little objections, few
 3 objections, to the text amendment we have presented
 4 here this evening.
 5 Then we also believe that the proposed
 6 ordinance should not cause any additional burdens on
 7 the County Staff.
 8 The third thing: Recent legislation
 9 affecting wind development makes ordinance revisions
 10 appropriate. The new state law passed in 2015, the
 11 Wind Energy Facilities Construction and Deconstruction
 12 Act, provides requirements to wind energy companies
 13 siting projects here in Illinois. Those things are
 14 also incorporated and recognized here.
 15 The legislation requires that wind operators
 16 enter into the AIMA. That's why we'd like to have
 17 listed in here, protecting landowners. They submit
 18 the AIMA with the Department of Ag, outlining
 19 construction and deconstruction standards for the wind
 20 facilities. The Department of Ag and the wind energy
 21 companies must agree on the AIMA prior to the County
 22 public hearing.
 23 I appreciate your consideration in
 24 supporting the text amendment that we've presented to

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1 you this evening.
 2 **MS. RUDOLPH:** Thank you. We're going to
 3 take a little break here, but I want to have a little
 4 road map. Will you be calling any other witnesses?
 5 **MR. THALGOTT:** No.
 6 **MS. RUDOLPH:** We'll take a 10-minute break
 7 and come back at 20 minutes to 9:00.
 8 (Recess in proceedings.)
 9 **MS. RUDOLPH:** Did that conclude your
 10 testimony?
 11 **MR. THALGOTT:** It did.
 12 **MS. RUDOLPH:** For those of you that are
 13 following along, we will be at 2(b) here, questions
 14 from members of the Board.
 15 I noted, Mr. Thalgot, on the goal -- you
 16 were talking about the goal of this -- you said to
 17 make the design standard more accessible for the
 18 public's better understanding.
 19 So I understand the goal. But tell me the
 20 impetus. How did this really get started? How did it
 21 get going?
 22 **MR. THALGOTT:** I think we originally got the
 23 call from Mike, if I'm not mistaken. I think what it
 24 was was there was -- we had landowners being

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1 approached about an energy project, and they started
 2 asking questions about: Hey, what are some of the
 3 zoning standards.
 4 I'm actually fairly new in the county. I
 5 looked and saw that I couldn't really find them very
 6 easily. I looked in the zoning ordinance, and I
 7 didn't see them; so that was kind of the impetus.
 8 **MR. SWARTZ:** I alluded to, in my comments,
 9 the fact that, in preparation for the meeting, in four
 10 major areas, we asked the Illinois Farm Bureau staff
 11 to come in. Mr. Thalgott was one of them.
 12 We had somebody from the Governmental
 13 Affairs Division come in and generally talk about what
 14 the past history has been with the State of Illinois
 15 and what currently is existing. He talked about the
 16 new state statute in 2015.
 17 We have had more requests for Farm Bureau's
 18 intervention on this wind project than we have had in
 19 the last ten years, particularly because the contracts
 20 that are out there -- wind energy companies in the
 21 state of Illinois have had more experiences themselves
 22 in writing contracts and also finding conflicts with
 23 landowners and being sued more. So their contracts,
 24 easements, releasements that they had with landowners

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1 actually have a lot of additional things in it which
 2 benefits the wind energy company but not the
 3 landowner.
 4 So because we received a couple of those
 5 contracts to review, we have recognized they are more
 6 detrimental for the landowner than the previous
 7 contracts have been for the other wind projects in
 8 this county.
 9 So we have received more of those and have
 10 given more input to our farmer members than in
 11 previous contracts because the contracts that are out
 12 there now are not as friendly as they previously were.
 13 So we're looking at it from a landowner's
 14 perspective, who we want to represent, particularly
 15 since there's no application in this county yet, yet
 16 there are contracts going to landowners. We want to
 17 make sure the landowners are protected in this and
 18 that everything is out on the table, particularly the
 19 facts and findings.
 20 If I could be corrected, I think I told you
 21 20 or 21 things were in the findings and facts.
 22 There's actually 25. We incorporated 17 of those 25.
 23 So the percentage is lower than what was inferred the
 24 first time. So 17 out of the 25 were actually

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1 included in the text amendment that you have before
 2 you this evening.
 3 **MS. RUDOLPH:** So I think this relates to
 4 what you've been telling me. So was the result then
 5 of these inquires, this meeting that you alluded to
 6 that was in the Lexington area or -- tell me more
 7 about the meeting.
 8 **MR. SWARTZ:** The meeting was actually hosted
 9 in the Farm Bureau building here in West Bloomington.
 10 We were able to work through the Assessor's Office.
 11 We got a list of all the landowners in the county who
 12 were in that area. We did have a general map and area
 13 of the proposed wind farm which one of the energy
 14 companies has been pursuing.
 15 We sent a letter out to all of the
 16 landowners, regardless if they were a member or not,
 17 inviting them to a meeting so that we could cover
 18 those different things: what's going on in the state,
 19 what are the issues, our county ordinance, and state
 20 statutes. We did this so that we could bring the
 21 landowners up to speed so they could make a wise
 22 decision should they accept or not accept a contract
 23 with a wind energy company.
 24 **MS. RUDOLPH:** So the two of you were the

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1 presenters at this meeting? Were there others?
 2 **MR. THALGOTT:** There were. It was myself --
 3 I actually spoke about the County zoning requirements.
 4 There was another staffer from the Illinois Farm
 5 Bureau that talked. I don't remember --
 6 **MR. SWARTZ:** Mr. Payne (phonetic) talked
 7 about past wind energy projects in the state and what
 8 are some of the general requirements that are required
 9 by the state of Illinois. Then he eventually got down
 10 to the new state statute in 2015 and how that protects
 11 landowners going forward from here on out.
 12 **MR. THALGOTT:** Then Laura Harmon, who is
 13 actually here, she is one of my colleagues at the
 14 Office of General Counsel. She spoke specifically
 15 about some of the provisions that are in the lease
 16 unrelated to any zoning requirements or anything like
 17 that.
 18 **MS. RUDOLPH:** So this really -- you're
 19 saying this really was a ground-up kind of thing?
 20 **MR. THALGOTT:** That is correct.
 21 **MR. SWARTZ:** We weren't looking for a fight.
 22 we were doing this so we could protect our farmer
 23 members going forward from here on out.
 24 **MR. ZIMMERMAN:** You talked about the

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1 contracts favoring the wind companies. It would be
 2 rather natural, if you're a wind company, to come in
 3 and structure everything in your favor.
 4 So what provisions did you provide as
 5 alternate phrasing for those contracts for the
 6 landowners?
 7 **MR. THALGOTT:** What we do at these meetings
 8 is -- as attorneys for the Illinois Farm Bureau, we
 9 cannot represent specific landowners. We cannot
 10 represent individual Farm Bureau members that come in
 11 and say: Listen, I have this contract. What should I
 12 do?
 13 So as opposed to giving landowners specific
 14 other language, the main purpose, generally speaking,
 15 of these meetings -- and we do them for lots of
 16 different projects, not just wind. We do them for
 17 solar projects, pipelines, all sorts of different
 18 projects. Whenever landowners need education and ask
 19 us to do a meeting, then we'll go do a meeting.
 20 We more try to do issue spotting. Here is a
 21 provision in this easement that you might want to --
 22 you might want to consider how this might affect your
 23 farming operation, for example. And you might want to
 24 consider talking to outside counsel to give you

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1 specific legal advice regarding what your farming
 2 operation might be, how that specific language in that
 3 ordinance might affect your farming operation, and
 4 maybe to negotiate some different language.
 5 So we don't give them any specific alternate
 6 language. We mostly just do issue spotting, saying,
 7 you know: Here is what some of the zoning
 8 requirements are in a specific county, and here is
 9 maybe some of the issues that you might want to
 10 consider for your operations.
 11 **MR. ZIMMERMAN:** So as part of your
 12 educational part, do you direct them to someone who
 13 might be able to provide that?
 14 I'll give you a little experience. Recently
 15 I've been going over some mineral rights my dear aunt
 16 gave me, which are not worth very much. Through a
 17 bunch of research that wasn't worth my time, I did
 18 come up with someone who could give me different lease
 19 parameters for an oil contract.
 20 So I got a whole list of, when you go to
 21 lease your property to a big bad oil company, if you
 22 pardon the phraseology, here are 12 things you would
 23 really like to have in your contracts if you can get
 24 them in there.

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1 What I'm hearing is that you are saying:
 2 Here is a bunch of bad stuff that can happen to you.
 3 Go talk to somebody.
 4 I'm curious about your pedagogy in terms of
 5 teaching them. You've asked about the zoning
 6 ordinance. You said it's really hard to find the
 7 zoning ordinance. So when you found that, you being
 8 an attorney, have you put that on a website so that
 9 it's easily accessible to landowners here in the
 10 county? How have you made it easy for the landowners
 11 to get information?
 12 **MR. THALGOTT:** We did that vis-a-vis this
 13 meeting that we've been talking about. So at the
 14 meeting, for example, with the zoning ordinance, I
 15 talked about what the zoning ordinance was. I think I
 16 went over where it was found. And then we gave a copy
 17 of our slides to Mike, who made it available to any
 18 member who later came in and said: I couldn't make it
 19 to the meeting. What did you guys talk about?
 20 It's not our practice to set up any specific
 21 websites for any one project or anything like that.
 22 Honestly, most of our educational efforts are done
 23 specifically through these landowner meetings, if you
 24 will.

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1 **MR. SWARTZ:** We actually videotaped the
 2 program. We have the authorization to record that.
 3 How often can you get an attorney to sit in front of a
 4 camera and do it?
 5 We made it available on a website. And if a
 6 member did call us, they could go out and watch the
 7 video online as well as they could see the slides that
 8 were available to them. That was available for
 9 anybody who requested it, not just a Farm Bureau
 10 member.
 11 **MS. RUDOLPH:** Mr. Swartz, you said in some
 12 cases you found the ordinance vague regarding wind.
 13 Did it occur to you that Mr. Dick might have been an
 14 appropriate person to invite to this meeting to
 15 explain some of the vagaries?
 16 **MR. SWARTZ:** Could we have? Yes, we could.
 17 We were trying to look at it just from the perspective
 18 of what was occurring in the state, what has occurred
 19 in the state regarding state statutes.
 20 I was not aware of how in depth Mr. Thalgott
 21 was going to cover county ordinances. It wasn't until
 22 the day that he came that he indicated that he thought
 23 they were weak and vague. That's the time and point
 24 at which, after the meeting, we had a discussion of

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1 saying: Should we approach and consider to improve
 2 them?
 3 And that was his recommendation, that we at
 4 least consider -- when we did look a little bit harder
 5 into past hearings that you've had, we did find out
 6 that there was the findings of facts and some
 7 additional things.
 8 Not only was it harder for us as staff to
 9 find, but we knew it would be harder for our farmland
 10 owner members to find that as well and see the
 11 complete picture of an ordinance, findings of facts,
 12 understanding what state law is, and those items that
 13 are out there.
 14 So we tried to codify all of those things
 15 into one and present it as a text amendment to better
 16 direct the County as well as understanding for our
 17 landowners and for wind energy companies coming in
 18 what the requirements are.
 19 **MR. ZIMMERMAN:** A question for Mr. Dick.
 20 The state law, the Wind Energy Act, Energy Facilities
 21 Agricultural Impact Mitigation Act, the County and any
 22 project in the County of McLean would be subject to
 23 this, correct?
 24 **MR. DICK:** They would have to submit that to

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1 us before a public hearing.
 2 **MR. ZIMMERMAN:** So everybody can find this
 3 particular act on the Illinois website or someplace?
 4 **MR. DICK:** Yes.
 5 **MR. ZIMMERMAN:** And, yes, we have to follow
 6 it. These agreements for -- I forget exactly what
 7 it's called. The AIMA, the Agricultural Impact
 8 Mitigation Agreements, those are part of -- would you
 9 describe where they fit into part of the project?
 10 What we have had historically is we will require those
 11 before a particular point of the filing and the
 12 hearing.
 13 So would you describe how those fit into the
 14 process as we now do it?
 15 **MR. DICK:** It would be something that they
 16 would have to submit just as they do for historic
 17 preservation and some of those things, endangered
 18 species. The applicant has to provide those things,
 19 but we don't necessarily enforce them.
 20 **MR. ZIMMERMAN:** They have to provide them
 21 before they make the application or after the end?
 22 **MR. DICK:** Well, the other things, they have
 23 to provide them as part of the application process.
 24 **MR. ZIMMERMAN:** Okay.

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1 **MR. DICK:** This AIMA, under the statute,
 2 they are required to provide that before they apply.
 3 **MR. THALGOTT:** I think the statute
 4 specifically requires that the AIMA be negotiated
 5 prior to the hearing. That's the specific wording
 6 that it uses.
 7 **MR. ZIMMERMAN:** And so it gets negotiated,
 8 it gets agreed upon, and it becomes part of the
 9 submission of the application. That seems to be part
 10 of the state law and incorporated by reference in our
 11 County.
 12 So I'm sort of curious as to what's -- what
 13 additional piece do we have on AIMA that you're asking
 14 for? We already have to do this part. An applicant
 15 has to do AIMA and submit it beforehand. What changes
 16 would you like to have on this?
 17 **MR. THALGOTT:** Well, if you read the statute
 18 explicitly, it never says, again explicitly, that the
 19 applicant must file the AIMA with the County. It
 20 doesn't say that. It just says that the applicant
 21 must agree to an AIMA with the IDOA prior to the
 22 hearing.
 23 So again, this kind of goes back to what
 24 some of our goals were in terms of accessibility and

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1 clarity with the ordinance. We thought: Well, the
 2 statute doesn't explicitly require a developer to
 3 submit the AIMA to the County. So to us it made sense
 4 to have the ordinance explicitly require that it get
 5 submitted to the County and that those provisions be
 6 made a part of the application.
 7 **MR. ZIMMERMAN:** Is AIMA part of the contract
 8 with the land holder?
 9 **MR. THALGOTT:** Well, as everyone knows, a
 10 contract can include whatever provisions that the two
 11 parties want them to include, right?
 12 So it can be included as part of a contract
 13 with a landowner, but it does not necessarily have to
 14 be, if that makes sense. There's nothing in the
 15 statute that requires the AIMA to be made a part of
 16 any agreements between developers and landowners
 17 **MS. RUDOLPH:** And there's nothing in the
 18 statute that says the counties must enforce it either;
 19 am I correct?
 20 **MR. THALGOTT:** Correct.
 21 **MS. RUDOLPH:** So who does enforce it?
 22 **MR. THALGOTT:** Well, it's a very new act.
 23 It's only one year old. Presumably, the IDOA would
 24 have the power to enforce it, but there have been no

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1 enforcement actions. That's my guess.
 2 **MR. KURITZ:** If it's already negotiated by
 3 the time it gets here, what can the County do other
 4 than make sure that they have it? I mean, for us to
 5 know the conditions of it -- we can't change those
 6 conditions.
 7 **MR. THALGOTT:** No. That's true. From our
 8 perspective, it's just an important piece of
 9 information that the County should have when it's
 10 reviewing a project because, when the County is going
 11 through the review process, we think it's something
 12 that's good for other landowners and for the public to
 13 also know about, which is why we think it should be a
 14 part of the record at the county level.
 15 Right now, for example, let's say that me,
 16 Joe Q. Public, Garrett Thalgott, decides that he wants
 17 to know if there was an AIMA negotiated for XYZ Wind
 18 Project in Who-Knows-Where County.
 19 Right now, there is not a way for me to
 20 easily go and access that AIMA. There are obviously
 21 public documents because the IDOA keeps them. But
 22 right now, if I go to the website, to the IDOA
 23 website, for example, I can't search and find out what
 24 AIMAs are out there. I don't know if I call IDOA or

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1 maybe do a FOIA request. I'm not sure.
 2 I know that the IDOA is in the process of
 3 trying to make those more publicly available through
 4 their website; but again, because of that, we thought
 5 that it would be a good piece of information to
 6 include in the county process so that it can be more,
 7 I guess, well known amongst interested parties.
 8 **MS. RUDOLPH:** Do you know of any specific
 9 problems throughout the state that caused this act,
 10 some specific instances that landowners had?
 11 **MR. THALGOTT:** You know, I'm not certain if
 12 there were any specific instances regarding wind
 13 projects. Basically, AIMAs have been used in pipeline
 14 projects and in transmission line projects for quite
 15 some time.
 16 If you would like more history on the use of
 17 AIMAs, my colleague Ms. Harmon, who is here, can
 18 certainly give that to you. She has been dealing with
 19 these for a number of years.
 20 What I can say is, in the past, there have
 21 been issues with -- again in terms of transmission
 22 lines and pipelines -- when to construct, what time of
 23 the year to construct, in what conditions should you
 24 construct, and what do you do after you construct.

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1 Obviously, there's going to be heavy
 2 equipment used on farmland. Heavy equipment compacts
 3 the soil. What do you do after that soil compaction
 4 has happened? How do you remediate that?
 5 I think those are some of the main
 6 considerations that drove the creation of the AIMA.
 7 **MR. SWARTZ:** I could give some general
 8 input. We like to see it listed to protect the
 9 landowner, who is the principal person that is
 10 responsible for having the towers in this county. We
 11 hope that you look at them as "the public." They
 12 would be able to look at your ordinance and realize
 13 that you recognize the AIMA.
 14 Our interest is that you don't have to
 15 enforce it. You're there, and you recognize it. It's
 16 listed in your ordinance so that the landowner would
 17 know that the wind energy company with whom they have
 18 the contract has an agreement with the Department of
 19 Agriculture, that something is enforceable.
 20 The question you generally asked was: Who
 21 enforces it? At this stage, if the landowner or
 22 Department of Ag does not chase down the wind energy
 23 company to correct an issue once the Department of Ag
 24 is aware of it -- you know, the landowner may not know

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1 that that document exists. We're looking out to make
 2 sure that everything is clear, that everything is
 3 exposed that should be so that all parties know what
 4 the responsibility is out there.
 5 **MR. ZIMMERMAN:** Who enforces AIMAs now in
 6 all these various contexts where AIMAs are used. You
 7 say they are very common. The question is -- and I
 8 see Ms. Harmon standing up. She might be on her way
 9 to getting sworn in.
 10 **MS. RUDOLPH:** Raise your right hand please.
 11 (Witness sworn.)
 12 **MS. RUDOLPH:** State your name and address,
 13 please.
 14 **MS. HARMON:** Laura Harmon, 1701 Towanda
 15 Avenue, Bloomington Illinois.
 16 **MS. RUDOLPH:** I think you're here to address
 17 Mr. Zimmerman's specific question.
 18 **MS. HARMON:** With respect to the enforcement
 19 of the AIMA, it really depends upon the enabling
 20 statute. For example, a few years ago, the State of
 21 Illinois enacted legislation dealing with CO2
 22 pipelines, carbon dioxide. That was related to the
 23 FutureGen project. In that specific piece of
 24 legislation, the entity that proposes a CO2 pipeline

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1 is required to enter into an AIMA with the Illinois
 2 Department of Agriculture.
 3 With respect to high-volume hydraulic
 4 fracturing, in that recent legislation, we were able
 5 to incorporate the specific terms or provisions of an
 6 AIMA, the areas that it covers. So that's in that
 7 legislation.
 8 But, typically, the Illinois Department of
 9 Agriculture enters into AIMAs with public utilities
 10 such as transmission lines or pipeline projects.
 11 Those cases are heard by the Illinois Commerce
 12 Commission. There has been a recent trend by the
 13 Illinois Commercial Commission to, in their orders, to
 14 require the company to actually comply with the AIMA.
 15 We always recommend that landowners
 16 incorporate the Agricultural Impact Mitigation
 17 Agreement into their easement, but unfortunately they
 18 may not have that opportunity if they find themselves
 19 in a situation -- in a condemnation action where they
 20 do not have an easement.
 21 So, again, it depends upon the type of
 22 project and, you know, whether the -- if it's a case
 23 pending before the Illinois Commerce Commission,
 24 whether the Illinois Commerce Commission has included

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1 that in the order.
 2 Also, the Court -- if a landowner finds
 3 themselves in a condemnation action, then the Judge
 4 would have the authority to require the company to
 5 comply with the AIMA.
 6 **MS. RUDOLPH:** We've spent quite a bit of
 7 time on AIMA. I would ask if any member of the Board
 8 has any further questions on AIMA.
 9 **MR. KURITZ:** You said that, in cases of
 10 condemnation hearings, they would have these rights or
 11 would have this lease. Are wind farms traditionally
 12 anything where condemnation can be done?
 13 **MS. HARMON:** No. Wind farms are not public
 14 utilities. They do not have eminent domain authority.
 15 Again, in this situation, you would
 16 recommend that a landowner incorporate that AIMA into
 17 their agreement with the wind farm. But depending
 18 upon when they sign their agreement, you know, the
 19 Department of Ag and the company may not have
 20 negotiated an AIMA. There may not be an AIMA in
 21 existence.
 22 Also, the County is not limited by the
 23 particular terms of the AIMA. If the County wanted to
 24 impose something stricter for a particular provision,

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1 certainly the County has authority and jurisdiction to
 2 do that.
 3 **MR. DEAN:** I have a question. I think you
 4 may have just answered it. In Section 5, it says,
 5 "The County may establish standards for wind farms."
 6 So that looks a little vague to me.
 7 I'm actually reading in the AIMA at the
 8 current time.
 9 **MR. KNAPP:** The AIMA document.
 10 **MR. DEAN:** So "it may establish," but it's
 11 not required to establish. That's what I get out of
 12 that. So having this language inside of the zoning
 13 appears to me to be beneficial.
 14 **MR. THALGOTT:** Are you reading in the AIMA
 15 Act itself?
 16 **MR. DEAN:** In the AIMA Act itself. Section
 17 5 is what I thought I saw. Maybe it wasn't Section 5.
 18 **MR. KNAPP:** It's in the later part.
 19 **MR. THALGOTT:** It's on the fifth page, I
 20 believe, under 55 ILCS 5/5-12020. It says, "Wind
 21 farms: A county may establish standards for wind
 22 farms and electric-generating wind devices."
 23 In other words, a county does not have to
 24 establish standards for wind farms and

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1 electric-generating wind devices. But even still, if
 2 they choose not to do so, a wind developer still must
 3 enter into an AIMA with the IDOA.
 4 **MS. RUDOLPH:** I think that clarifies it.
 5 Thank you.
 6 Getting away from AIMA, in the staff report,
 7 (2)(f)5, you were suggesting a different wording. It
 8 says, "A site plan for the installation of WECS
 9 showing the planned location." And you were
 10 suggesting the word "appropriate" there rather than
 11 "planned"? Do I have that right?
 12 **MR. THALGOTT:** Approximate, yes. We
 13 suggested adding the word "approximate." So basically
 14 it would say, "A site plan for the installation of
 15 WECS showing the approximate planned location of each
 16 WECS tower guy lines, anchor bases, occupied
 17 residences" -- again, like I mentioned, we had
 18 "primary structures" there, and that was a
 19 typographical error -- "property lines (including
 20 identification of properties) setback lines, public
 21 and private access roads, and approximate turnout
 22 entrance locations."
 23 **MS. RUDOLPH:** I wanted to ask Mr. Dick if
 24 that's problematic in any way from his point of view,

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1 the Farm Bureau wording.
 2 **MR. DICK:** "Planned" and "approximate"
 3 aren't too significantly different. That word doesn't
 4 change much.
 5 My question is: We don't really know what
 6 setback lines means, and I don't think the private
 7 access roads are really -- they don't know where
 8 they're going to be yet. And turnout entrance
 9 locations -- and I think the Applicant said that we
 10 had deleted "substations," but that's in there still.
 11 I don't think they know where electrical cabling is
 12 going to be and where the cabling is going to be from
 13 the ancillary equipment. So I'm not sure how helpful
 14 this information is.
 15 **MR. SWARTZ:** I can give some input. I'm
 16 only pulling upon the conversation we had with a wind
 17 energy company who gave their input regarding those
 18 things.
 19 It's my recollection that, from what they
 20 told me, a lot of those things are already designed
 21 when they put in their application. They could
 22 correct me. I believe one of them or a couple of them
 23 are here. They could give that appropriate input.
 24 But it was my understanding that a lot of those things

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1 are already designed.
 2 The only thing that they were interested in
 3 potentially changing or removing was the turnouts,
 4 access to the roads onto the roads. Those are things
 5 that potentially could be changed. They could make
 6 that correction. But that was my understanding from
 7 the conversation we had a couple of weeks ago.
 8 **MS. RUDOLPH:** Okay. I just had one comment
 9 on the decommissioning. You said you had no big
 10 objections, but you did have some concerns. I think
 11 we'll maybe leave it there.
 12 Do we have any more questions?
 13 **MR. KURITZ:** Under your definitions,
 14 professional engineer, on your Wind Energy Facility
 15 Construction and Decommissioning Standards Policy,
 16 your Exhibit 3 I think it was? This one?
 17 **MR. THALGOTT:** Oh, that's the draft AIMA.
 18 **MR. KURITZ:** Okay. Yes. Anyway, the
 19 definition they have of professional engineer in here
 20 is far more comprehensive. I would assert that a
 21 structural engineer is definitely a very important
 22 person to have; and if you start naming every
 23 engineer, you're liable to miss one.
 24 This one says, "An engineer licensed to

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1 practice engineering in the state of Illinois who has
 2 been found to be qualified to perform the work
 3 described herein by the County."
 4 It seems to me that that would work better
 5 than trying to name specific types of engineers. You
 6 would have all your bases covered that way.
 7 **MR. SWARTZ:** I cannot recall. I'd ask
 8 staff. We did several modifications in some of our
 9 language and definitions. We removed some that they
 10 thought were inappropriate, feeling that if you did it
 11 for one special use permit area, you would have to
 12 extend that to all.
 13 I would ask if staff recalls any of that
 14 conversation. Did we modify that from the original?
 15 I think we would generally agree with you that
 16 something more basic is probably more appropriate.
 17 **MR. KNAPP:** I don't recall exactly what we
 18 did or didn't do, Mike, other than to say if the
 19 Zoning Board and County Board like -- whichever
 20 definition they like better is the one we came up
 21 with. You guys can laugh.
 22 **MR. SWARTZ:** Staff indicated that was your
 23 change.
 24 **MS. RUDOLPH:** Okay. Any further questions?

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1 Staff have any further questions at this time?
 2 **MR. DICK:** I just wanted to ask if you
 3 thought -- because under (g)7, it says that they have
 4 to submit all agreements. That would be part of the
 5 application; so that is covered. Are you comfortable
 6 with that? They're required to submit that agreement.
 7 **MR. SWARTZ:** You're referring to the AIMA?
 8 **MR. DICK:** Yes. I thought you brought it up
 9 in disagreement over a different section.
 10 **MR. SWARTZ:** I think one of the
 11 disagreements was on potentially point vii, which you
 12 didn't mention. We addressed it regarding
 13 decommissioning costs.
 14 I think that's one we indicated that it was
 15 referenced in the AIMA; therefore, we would want to
 16 have it listed here as well but remove the dollar
 17 amount that you have because it's already indicated
 18 either in the state statute or AIMA.
 19 **MR. DICK:** I thought your concern was under
 20 vi, that you wanted this language about "agricultural
 21 land must be remediated between the owner or wind
 22 project operator and any state or federal agency.
 23 Impacts may include but are not limited to . . ." You
 24 are arguing that, without that, you wouldn't have the

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1 AIMA part of the agreement -- or we wouldn't have a
 2 copy of the AIMA.
 3 **MR. KNAPP:** Actually, what I think Phil is
 4 getting at is: Some statements you made said the
 5 reason you like the language in "l" is so that people
 6 know where to go to get the AIMA, so that it's readily
 7 accessible, so that the County has it, and you don't
 8 have to go down to the State of Illinois to get it.
 9 Well, even without "l", because of your
 10 proposal on -- what is it? -- (h)7 -- as part of the
 11 application, you propose language that an applicant
 12 should produce a copy of any agreements between the
 13 owner operator of the project and any state or federal
 14 agency governing any construction mitigation
 15 activities or requirements.
 16 So as part of (h)7, they would have to
 17 produce the AIMA. And I think that's what Phil is
 18 getting at is, without (l), they would still have to
 19 produce the AIMA.
 20 Now, I think what I heard was your proposed
 21 language in (h)7 and (l) is twofold. One, you want
 22 them to produce the AIMA so the Zoning Board and the
 23 County Board have that information when they decide
 24 whether to grant the special use or not grant the

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1 special use.
 2 And then from our prior conversation, you
 3 absolutely want (l) in as well in case the State and
 4 Department of Agriculture won't enforce the AIMA.
 5 That gives you another -- that gives landowners or
 6 citizens another enforcement arm, that being the
 7 County itself. Is that accurate?
 8 **MR. THALGOTT:** I think that's fair.
 9 **MS. RUDOLPH:** Okay. Any further questions?
 10 (No response.)
 11 **MS. RUDOLPH:** At this point, we are at 2(D),
 12 and this is where any interested parties, objectors,
 13 or supporters may ask questions of the Applicant.
 14 This is for questions only. I have a list of people
 15 that are signed up to speak. We don't distinguish
 16 whether you want to ask questions or whether you want
 17 to give testimony. So I'll read your name; and if you
 18 don't want to ask questions, then you can just
 19 decline. Later on, you'll have an opportunity to give
 20 testimony.
 21 Michael Blazer?
 22 **MR. BLAZER:** That would be for testimony,
 23 not questions.
 24

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1 **MS. RUDOLPH:** Joe Bertsche?
 2 **MR. BERTSCHE:** Testimony.
 3 **MS. RUDOLPH:** Loren Poppe?
 4 **MR. POPPE:** Testimony.
 5 **MS. RUDOLPH:** Joy Poppe?
 6 **MS. POPPE:** Testimony, please.
 7 **MS. RUDOLPH:** Brad Pnazel?
 8 **MR. PNAZEL:** Testimony, please.
 9 **MS. RUDOLPH:** And Dwight Stricklin?
 10 **AUDIENCE MEMBER:** He had to leave.
 11 **MS. RUDOLPH:** Okay, we can move to
 12 interested parties/objectors testimony. Again, I'll
 13 read these names.
 14 Wait a minute. I forgot something. After
 15 all this part, we give the Applicant a chance to
 16 clarify anything that was discussed earlier that we
 17 didn't clarify already.
 18 **MR. THALGOTT:** From my perspective,
 19 everything seems clear. If you all don't have any
 20 other questions, I don't have any other comments.
 21 **MS. RUDOLPH:** Okay. Thank you.
 22 So now I'll call these names again, and
 23 we'll begin with 4(A). Again, Michael Blazer?
 24 **MS. RUDOLPH:** Raise your right hand, please.

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1 (Witness sworn.)
 2 **MS. RUDOLPH:** State your name and address,
 3 please.
 4 **THE WITNESS:** Good evening. Michael S.
 5 Blazer, B-l-a-z-e-r. My office address is 3023 North
 6 Clark Street in Chicago.
 7 **MS. RUDOLPH:** You made proceed.
 8 Could I interrupt you for a minute? For
 9 everyone that's keeping track of the time, this Board
 10 consistently continues or finishes at 10:00; so you
 11 can plan on that.
 12 **MR. BLAZER.** I only have about two hours.
 13 I am counsel for Invenergy, one of the
 14 companies that's been identified as potentially
 15 looking at developing a wind farm in your county,
 16 actually a second one, since we did develop White Oak
 17 some years ago in your county.
 18 Mike Swartz was correct. I believe he was
 19 referring to us. We don't have any specific
 20 objections to this text amendment. We had some
 21 concerns and questions about it. Most of them have
 22 been alleviated either by the Farm Bureau or by your
 23 zoning staff, but I do want to make a few comments and
 24 hopefully clarify some things.

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1 First is I think probably the easier one,
 2 which is 2(f)5 and the specific information that the
 3 Farm Bureau is suggesting should be in your ordinance.
 4 And we concur with staff's recommendation.
 5 The problem is, at the point where an
 6 application for a special use permit is submitted, the
 7 level of detail that's called for in the proposed text
 8 amendment doesn't exist.
 9 As you may know from the two wind farms that
 10 were developed in this county, there can be some
 11 fairly significant changes in project layout between
 12 when the zoning permit is issued and when the project
 13 is actually built.
 14 That results from any number of things, not
 15 the least of which could be additional properties,
 16 avoidance of major drain tile lines, requests from
 17 property owners. So most of the things that are in
 18 here that staff recommends not be in here are really
 19 more things that are finalized at the building permit
 20 stage rather than at the zoning permit stage.
 21 Now, Counsel suggested the word
 22 "approximate." I can't tell the difference between
 23 "approximate" and "planned" either. We had come up
 24 with the word "schematic." But, you know, there are

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1 four lawyers in the room, and we could probably all
 2 give you different definitions of what any of those
 3 words mean.
 4 At the end of the day, what you're going to
 5 get when you get an application, like you have the
 6 other four times you've gotten one, are going to
 7 approximations. They're not going to be final
 8 details. Turnout locations aren't going to be there.
 9 That's why we believe staff's recommendation
 10 is more appropriate, simply because, as a matter of
 11 practicality, you're not going to have that
 12 information at the time you get an application for a
 13 special use permit.
 14 Next turning to the AIMA. I sit here with
 15 some particular experience with the state statute
 16 because, last August, I negotiated for a project in
 17 Macon County the first and what is still the only AIMA
 18 pursuant to the new statute that exists in the state
 19 of Illinois.
 20 Governor Rauner signed the statute July 24.
 21 We were going to hearing August 6. Once the statute
 22 was signed, we could not proceed forward with the
 23 hearing until we entered into an agreement with the
 24 Department of Agriculture. So we in fact did. It's

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1 dated August 5.
 2 To the issue of whether or not it would be
 3 submitted to the County, at some point it has to be.
 4 We certainly determined that in Macon County, and I
 5 believe Mr. Knapp would probably agree. The statute
 6 requires that we enter into this agreement before you
 7 can proceed with a zoning hearing. As the state's
 8 attorney, Mr. Knapp would require that we submit
 9 evidence that we in fact entered into that agreement
 10 before you could proceed with a hearing.
 11 In fact, in that Macon County proceeding,
 12 that was one of the hearing exhibits. It would have
 13 to be. Because, otherwise, you can't proceed with a
 14 hearing. The state law precludes you from proceeding
 15 forward.
 16 So I really think that addresses the issue
 17 on top of the fact that the proposed text amendment
 18 already requires submittal of all agreements, in any
 19 event.
 20 The second concern we have -- and that's why
 21 we agree with staff's recommendation -- is really more
 22 an issue of home rule. Just like the IPCB noise regs,
 23 just like the FAA lighting and air traffic
 24 requirements, a superseding unit of government has

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1 occupied the field with respect to the subject matter
 2 of the AIMA statute. That involves both construction
 3 standards and decommissioning standards.
 4 As a non-home-rule county, you would not
 5 have the authority to impose requirements that are
 6 inconsistent with what the statute already requires
 7 and ultimately with what the agreement requires, the
 8 agreement that would be entered into with the
 9 Department of Agriculture.
 10 As far as enforcement, since it's an
 11 agreement between the wind company and a state agency,
 12 it is the State, through the Attorney General, who
 13 would have the right to enforce that agreement if in
 14 fact it was violated.
 15 In terms of notice to the public of what's
 16 in the AIMA, again, since it would have to be
 17 submitted along with whatever other evidence was
 18 submitted in the context of a hearing, that clearly
 19 would be the notice to anyone else who was interested
 20 in determining what the provisions were.
 21 So that's why -- and, again, we don't
 22 necessarily object, but we believe that additional
 23 requirements over and above what the statute requires
 24 would in all likelihood be outside the County's

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1 jurisdiction and not enforceable.
 2 That's largely all we had, subject to any
 3 other questions. As I said, there's only one so far
 4 in the entire state. There hasn't been any history of
 5 enforcement or anything like that.
 6 And I will tell you there's nothing,
 7 frankly, from the wind industry's perspective --
 8 there's nothing onerous or unique or difficult about
 9 the Department of Ag standards for an Agricultural
 10 Impact Mitigation Agreement.
 11 This statute was the result of years of work
 12 between the wind industry, the Department of Ag, and
 13 the Illinois Farm Bureau. This was the result of that
 14 last year. Everybody had input into this thing.
 15 That's the best I can tell you about that. It's as
 16 good as it gets.
 17 The one that was negotiated is a matter of
 18 public record. If Mr. Dick or Mr. Knapp wanted, I can
 19 certainly get it to them. It is the only example
 20 right now in Illinois; and if you see it, you'll note
 21 that it pretty well exactly tracks the Department of
 22 Ag's guidelines because, again, it doesn't impose any
 23 new requirements that the wind industry doesn't
 24 already incorporate, like dealing with damage to drain

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1 tiles, decommissioning standards.
 2 One of you had asked what led to the
 3 adoption of this statute. It was the fact that there
 4 were inconsistent standards with respect to both
 5 construction and decommissioning from one county to
 6 another. And the Department of Ag in particular,
 7 because of its experience with pipeline agreements,
 8 felt that there was a need for some consistency, at
 9 least with this.
 10 For example, with respect to
 11 decommissioning, most counties -- when you determine
 12 how much the financial assurance would be, how much
 13 should be posted to ensure that the project was
 14 properly decommissioned, most counties recognize that,
 15 in doing the math by a registered professional
 16 engineer, you take salvage value into account. What's
 17 the gross cost? You deduct whatever salvage value,
 18 and you come up with a net. That's the amount of your
 19 financial assurance.
 20 One or two counties had excluded salvage
 21 value, even though that's inconsistent with the
 22 practice in all types of industries. So this was a
 23 way of imposing some specificity, some consistency
 24 throughout the state. That's what led to this

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1 statute.
 2 As far as -- and this really has nothing to
 3 do with this proposed text amendment -- as far as
 4 contracts with landowners, we certainly have never
 5 received any comments from the Farm Bureau regarding
 6 our form agreements. I can't comment on what other
 7 companies may or may not -- well, actually I can on
 8 some of the other ones that I have represented. They
 9 have not either.
 10 I am aware that some changes have occurred
 11 over the years. I am aware of it because I've drafted
 12 some of them. They generally deal with the amount of
 13 money that's being paid. But beyond that, I can tell
 14 you in general terms that at least all the landowner
 15 agreements that I'm familiar with are not quite as
 16 one-sided as you may have been led to believe. They
 17 include full indemnities to the farmer, to the
 18 property owner, in perpetuity, including insurance
 19 obligations, obviously the financial commitments.
 20 Decommissioning agreement obligations are always in
 21 the agreements regardless of what may be required by
 22 state statute.
 23 So there are a slew of requirements, and I
 24 can assure you we never dissuade any property owner

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1 from consulting counsel. These are important
 2 agreements. Most of the landowners we deal with,
 3 rather than consulting contract attorneys, will
 4 generally consult estate lawyers because these become
 5 part of their estate plan because they last so long.
 6 So that's about all I had for you unless you
 7 have any questions about any of these subjects.
 8 **MS. RUDOLPH:** Questions from members of the
 9 Board?
 10 (No response.)
 11 **MS. RUDOLPH:** Staff have any questions for
 12 this witness?
 13 **MR. KNAPP:** I do. So I finally have the
 14 Farm Bureau here saying that a state regulation sets a
 15 floor and not a ceiling, that we're not preempted from
 16 increasing the regulations above and beyond a state
 17 statute. And it's your position that the state
 18 statute preempts the field, that we cannot in any way,
 19 shape, or form regulate mitigation?
 20 **MR. BLAZER:** I think it's a risk. We both
 21 probably know a lot about home rule, and it's --
 22 they're correct. There's been no case -- again, I'm
 23 the only one who has done one of these so far. We
 24 entered into it. It's being complied with. Nobody is

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1 challenging it.

2 **MR. KNAPP:** But when that act was passed

3 last year, they also amended the County's Code.

4 **MR. BLAZER:** Correct.

5 **MR. KNAPP:** It's actually 12020. And they

6 did not take out the language that says a county may

7 establish standards for wind farms, correct?

8 **MR. BLAZER:** Correct.

9 **MR. KNAPP:** Also in that 12020, there are

10 certain -- there were and there still are certain

11 things that a county cannot do, such as, a county may

12 not require a wind tower or other renewable energy

13 system that is used exclusively by an end user to be

14 set back more than 1.1 times the height. That

15 prohibits us from doing that.

16 **MR. BLAZER:** Correct.

17 **MR. KNAPP:** So if what the legislature

18 wanted to do is preempt us from doing anything above

19 and beyond the ag mitigation, where is that language?

20 I can't find it.

21 **MR. BLAZER:** It's not there. I agree with

22 you. To me, it's a risk.

23 I have historically done an enormous amount

24 of work, not wearing your shoes, but on behalf of

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1 units of government, primarily in the waste field.

2 Because of that, my firm does a significant amount of

3 environmental work for units of government. So I'm

4 always concerned about the issue of home rule versus

5 non-home-rule, state preemption, whether or not a

6 field is occupied. It's a concern.

7 From my perspective, from the perspective of

8 Invenergy, more likely than not, given -- and I can

9 probably speak for more than just Invenergy. Given

10 the practice of the industry in dealing with

11 addressing concerns about agricultural impact

12 mitigation, which is always primarily drain tile and

13 -- that's probably the biggest one -- you're not

14 really talking about impacting farm operations

15 themselves because the entire turbine and the access

16 road is a total of about 8/10 of an acre. So that in

17 itself is not really an impact.

18 So Mr. Knapp, I don't know. It's a concern.

19 **MR. KNAPP:** Fair enough.

20 **MR. BLAZER:** But at the end of the day,

21 whether you do it or don't, I don't foresee a problem

22 with it because we're going to have to enter into the

23 agreement with the Department of Agriculture. And

24 given their standards and given, again, my experience

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1 with the one and only one in Illinois, the terms of

2 that agreement I'm confident will be satisfactory to

3 the County anyway because it is all inclusive.

4 **MR. KNAPP:** Fair enough.

5 **MS. RUDOLPH:** Do the Applicants have any

6 questions for this witness?

7 **MR. THALGOTT:** We do not.

8 **MS. RUDOLPH:** Are there any interested

9 parties who have any questions for Mr. Blazer?

10 (No response.)

11 **MS. RUDOLPH:** Thank you.

12 Joe Bertsche?

13 Raise your right hand, please.

14 (Witness sworn.)

15 **MS. RUDOLPH:** State your name and address,

16 please.

17 **MR. BERTSCHE:** Joe Bertsche, 27651 East 2700

18 North Road, Chenoa, Illinois.

19 **MR. DICK:** Could you repeat that, please?

20 27651 North 2700 East.

21 **MR. DICK:** Thank you.

22 I would just like to say that I would like

23 to see this pass as is. I farm 320 acres up there in

24 Chenoa Township 34 and 35. It's a century farm. I've

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1 been out there 45 years.

2 This is one way we can send on to the fifth

3 generation our farm through wind energy to make it

4 possible for them to retain ownership. I won't see

5 the end of it, but hopefully they will.

6 I'd just like to say I'd like to see this

7 thing go through because this has been one of the

8 better things that comes along. Hopefully, if we can

9 get one, why, it will be a great service to our

10 family.

11 That's just about all I have to say. This

12 is something that's been around -- I mean, the farm

13 started back in 1889, and that's probably before

14 electricity was even invented, I think. So maybe

15 we'll be a part of it coming down the road. I won't

16 get into the fact that it's going to help out our

17 schools and all this and that. I know it will. I'd

18 appreciate if it was adopted as is.

19 **MS. RUDOLPH:** Questions from members of the

20 Board?

21 I have a question about "as is." What are

22 you saying? That you're in agreement with the staff

23 report or that you're in agreement with the Farm

24 Bureau? We don't have too much disagreement here, but

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1 --

2 **MR. BERTSCHE:** I'm more in agreement with

3 the staff report.

4 **MS. RUDOLPH:** Any further questions from

5 staff?

6 (No response.)

7 **MS. RUDOLPH:** Do the Applicants have any

8 questions for Mr. Bertsche?

9 **MR. THALGOTT:** We do not.

10 **MS. RUDOLPH:** Any interested parties have

11 any questions for Mr. Bertsche?

12 Loren Poppe?

13 **MS. RUDOLPH:** Raise your right hand, please.

14 (Witness sworn.)

15 **MS. RUDOLPH:** State your name and address.

16 **MR. POPPE:** Loren Poppe, 32702 East 2550

17 North Road, Colfax, Illinois.

18 **MR. DICK:** Could you spell your last name?

19 **MR. POPPE:** P-o-p-p-e.

20 I was just like to reiterate what

21 Mr. Bertsche just said. I think it's an excellent

22 opportunity to keep the farm in the family. Got

23 smaller farms, you know. The extra income from that

24 would allow the next generation to keep it going, and

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1 I really think it would be a great thing.

2 After hearing the gentleman from Invenergy,

3 his statements, I'm more convinced than I was even

4 before. I think it would be a wonderful thing for the

5 communities and the families involved. That's all I

6 have to say.

7 **MS. RUDOLPH:** Thank you. Questions from

8 members of the Board?

9 (No response.)

10 **MS. RUDOLPH:** Questions from staff?

11 **MR. DICK:** Mr. Poppe, are you supporting the

12 comments that Mr. Blazer said and the staff report or

13 the original application?

14 Mr. Poppe: It was the staff report, yes.

15 **MR. DICK:** Okay. Thank you.

16 **MS. RUDOLPH:** Do the Applicants have any

17 questions for Mr. Poppe?

18 **MR. THALGOTT:** We do not.

19 **MS. RUDOLPH:** Any interested parties have

20 any questions for Mr. Poppe?

21 (No response.)

22 **MS. RUDOLPH:** Joy Poppe.

23 Raise your right hand, please.

24 (Witness sworn.)

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1 **MS. RUDOLPH:** State your name and address.

2 **MS. POPPE:** Joy, J-o-y, the last name is

3 Poppe, P-o-p-p-e. The address is 32702 East 2550

4 North Road, which is really just 3/4 of a mile from

5 where the first case ZV-1604 was. So my house was

6 probably up there on that board.

7 I want to say that I support the zoning

8 staff recommendation, and I think that the windmill

9 project would be very beneficial to McLean County

10 since they have laid off 1,200 people from Mitsubishi.

11 Next year we'll be laying off 1,500 from the nuclear

12 power plant. I think it will be great for the

13 economy, and that's why I support the zoning staff

14 recommendation.

15 **MS. RUDOLPH:** Thank you. Questions from

16 members of the Board?

17 (No response.)

18 **MS. RUDOLPH:** Questions from staff?

19 (No response.)

20 **MS. RUDOLPH:** Questions from the Applicant?

21 **MR. THALGOTT:** None.

22 **MS. RUDOLPH:** Any questions from interested

23 parties?

24 (No response.)

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1 **MS. RUDOLPH:** Thank you, Ms. Poppe.

2 Brad Pnazel.

3 **MR. PNAZEL:** In consideration of previous

4 comments and time, I'll remove myself from any further

5 testimony.

6 **MS. RUDOLPH:** Okay. Thank you.

7 Dwight Stricklin? He's not here.

8 At this point, I think we probably would

9 like to ask our staff some more questions. Mr. Dick

10 and other staff have been affirmed. So I think we'll

11 do that at this point. I guess I can start.

12 First of all, I think you and the Farm

13 Bureau are really to be complimented on the way you

14 went about conferring and coming to this -- mostly --

15 agreement. I think I just need to ask Mr. Dick where

16 you are with some of these things that the Farm Bureau

17 came in with tonight, especially the word

18 "approximate" -- I think we talked about that a little

19 bit -- the AIMA.

20 I just need your general impressions of what

21 the Farm Bureau -- what disagreements still remain

22 between you and the Farm Bureau at this point. Not to

23 put you on the spot or anything.

24 **MR. DICK:** I think the biggest disagreement

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1 has to do with (f)5 and putting some of this
 2 information and the word -- putting in the word
 3 "approximate" doesn't make much difference to me.
 4 Could be "approximate" or "planned" location.
 5 I think that if we get this information that
 6 we're requesting in the site plan -- particularly,
 7 we'd like to know generally where they want to put the
 8 towers. We want to know if there are going to be guy
 9 lines or anchor bases. We'd like to know where the
 10 property lines are. We definitely want to know where
 11 the substations are, and we want to know where they're
 12 going to do staging areas. Those are really important
 13 things that they can figure out in advance and cause
 14 big impact.
 15 The other stuff that's in here is stuff that
 16 I don't believe -- and I think Mr. Blazer agreed -- I
 17 don't think they can give us -- it would be a guess if
 18 they were going to give us any more of that
 19 information. And I don't think it helps us too much.
 20 I don't think it helps the public know what's going to
 21 happen.
 22 At some point, they're going to have to know
 23 where they're going to access the public road; and
 24 that will be a part of the road use agreement.

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1 Wherever that works out to be, that's fine. But I
 2 think they have a big problem with this (f)5, and I
 3 think we're correct here. I think we're on solid
 4 footing to get the information we need.
 5 The only other thing that I think they have
 6 a problem with has to do with item vi, which is (l).
 7 And I think the idea here is -- and I think Don could
 8 help add a little bit to it. There's something about
 9 how we're -- like, we want to make sure that they have
 10 dealt with the FAA. We want to know that they've done
 11 the AIMA.
 12 But if we have to enforce something on
 13 lighting -- we don't want to do anything with lighting
 14 on these things. We just want them to have as few
 15 lights as possible and that they meet FAA
 16 requirements.
 17 And the FAA continues to work on lighting of
 18 these things. At some point, I think they are going
 19 to be shutting off; and they'll be turned on by
 20 airplanes that are in the vicinity that will turn them
 21 on. But we're not going to get into that.
 22 The rules change with these agreements, and
 23 we don't want to keep track of what all these
 24 agreements say and then try to enforce them. So we're

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1 getting real specific here in this (l) about what
 2 we're going to have to enforce. And I'm not
 3 comfortable with that because I don't -- I think their
 4 agreements may change, and I think that's going a
 5 place where we don't need to go.
 6 Don, could you add to that?
 7 **MR. KNAPP:** Well, I'd first like to say the
 8 State's Attorney's office is in a difficult spot in
 9 these hearings because we act as the parliamentarian
 10 and we advise the Zoning Board, but we also are the
 11 lawyer for the County Department.
 12 I want to try and explain what we've done
 13 with both the Farm Bureau and the Zoning Department.
 14 But make no mistake about it; I'm not advocating for a
 15 position one way or another.
 16 First of all, I'd like to say that Mike and
 17 Garrett and the Farm Bureau have been great to work
 18 with. Their proposal is, at least in my opinion,
 19 absolutely reasonable.
 20 As I said before, we understand why they --
 21 and don't find it unreasonable -- why they want the
 22 County to have the Ag Mitigation Agreement and why
 23 they want the language in there for (l) to give the
 24 County an enforcement mechanism to do that.

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1 As Mr. Blazer said, there are preemption
 2 concerns in a law this new. My concerns might not be
 3 as deeply rooted as his, but there are preemption
 4 concerns.
 5 The language staff proposed was an attempt
 6 to draw a balance between -- Invenergy has a lot of
 7 laws that operate on it before they can do business.
 8 They have to file tax returns. But we don't write in
 9 our zoning ordinance that, if they don't file tax
 10 returns or that we need a copy of their tax returns,
 11 that that's a requirement for them to do business in
 12 the County.
 13 That doesn't mean that I think you should or
 14 should not put this in there. As Mr. Thalgott said,
 15 we do say that they have to operate within the FAA
 16 guidelines, and we put that in there.
 17 The Zoning Board of Appeals makes a
 18 recommendation to the County Board. This is what
 19 you're going to have to decide. Is that a bridge too
 20 far? Is that a -- I shouldn't even say requirement.
 21 Is that something we're going to impose upon the
 22 County Department to catalog? And then, should an
 23 operator not be in compliance with the Ag Mitigation
 24 Agreement and should a landowner not be able to get

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1 the Department of Agriculture to enforce that, we know
 2 where the complaints are going to come. They are
 3 going to come to the Zoning Office and to the State's
 4 Attorney's Office.
 5 Maybe our policymakers think that's a good
 6 thing. And if you think that's a good thing, I would
 7 say you want to leave this information in there.
 8 If you think that's a bridge too far, akin
 9 to saying that Invenergy has to or a wind operator has
 10 to file their tax returns with the County as well,
 11 then maybe you want to look at the staff
 12 recommendation and loosen that language a little bit.
 13 Is that fair enough, Phil?
 14 **MR. DICK:** Yes.
 15 **MR. KNAPP:** Is that basically the crux of
 16 our -- I won't even call it a disagreement -- the pros
 17 and cons of this language you proposed?
 18 **MR. THALGOTT:** I think so.
 19 **MR. KNAPP:** Mr. Blazer?
 20 **MR. BLAZER:** It is.
 21 **MS. RUDOLPH:** Were you finished?
 22 **MR. DICK:** The only other place I think we
 23 might have a little bit of a disagreement on is (p) B
 24 and E. That has to do with, again, some specific

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1 language of the provisions that are likely in the AIMA
 2 agreement. This is language with regard to the
 3 financial security that we're kind of comfortable
 4 with, that we've used before. We don't think it's out
 5 of bounds. So we just recommend that.
 6 If you look at all of our four public
 7 hearings, this is the kind of language we recommended
 8 and had in our findings of fact.
 9 **MR. ZIMMERMAN:** Mr. Dick, it's been raised
 10 that they might have future costs that are higher than
 11 this. So under (p)(1)E, it's specifying that an
 12 escrow account as a decommissioning fund in the amount
 13 of \$35,000 per WECS tower be in there.
 14 Would you mind the insertion or allow the
 15 insertion of "at least" in there so that we set a
 16 minimum standard in case it might be slightly higher?
 17 The idea behind this is that, historically,
 18 as we've heard these hearings, we have many findings
 19 of facts, especially on the Bright Horizons one. The
 20 findings of facts were so brilliantly drafted and so
 21 expertly led -- I'm joking of course -- that they
 22 suggested that 17 of the 25 be accepted.
 23 Essentially what I'm trying to say is that,
 24 if we have "at least" in there, it may be more. And

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1 as findings of fact come in -- we are still able to do
 2 findings of fact on any hearing, can't we?
 3 **MR. DICK:** Yes
 4 **MR. ZIMMERMAN:** So we have the ability to
 5 add and change some of these requirements. So we
 6 retain our flexibility by following the -- with the
 7 exception of this item I'd like to suggest to include.
 8 We can change it as we need it and make it more
 9 restrictive if we need it as the conditions arise.
 10 **MR. DICK:** Yes.
 11 **MR. ZIMMERMAN:** Thank you.
 12 **MS. RUDOLPH:** Mr. Dick, I just want to make
 13 sure I have one thing straight here, regarding going
 14 back to the 2(f)5.
 15 Mr. Zimmerman just used the word
 16 "flexibility"; and I think that's kind of what we had
 17 in mind, that we do want staff and the Zoning Board to
 18 have flexibility within the constraints of a
 19 non-home-rule entity.
 20 We want that flexibility without endangering
 21 in any way the landowners that the Farm Bureau
 22 represents. So it's your opinion then that we really
 23 don't need to go with all this language for those two
 24 reasons, to give us the flexibility and that there's

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1 really no danger in any way to the landowners?
 2 **MR. DICK:** Yes. And then I'd go further. I
 3 don't know that if we expected this information, that
 4 it would be accurate at all.
 5 **MS. RUDOLPH:** Okay. Well, that's a good
 6 point.
 7 Any further questions of staff people from
 8 the Board?
 9 (No response.)
 10 **MS. RUDOLPH:** Do you have any questions for
 11 Mr. Dick at this point?
 12 **MR. THALGOTT:** I don't.
 13 **MS. RUDOLPH:** Any interested parties have
 14 any questions for Mr. Dick at this point?
 15 (No response.)
 16 **MS. RUDOLPH:** Okay. Let's see where we are.
 17 We may violate our 10:00 rule, which is
 18 really bad. I don't like to do that. We're at 5A,
 19 rebuttal testimony from the Applicant.
 20 **MR. THALGOTT:** We don't have any. Honestly,
 21 we don't really have any super strong disagreements.
 22 I can cover this in closing statements, but we aren't
 23 going to present any rebuttal testimony.
 24 **MS. RUDOLPH:** It's not because I said I

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1 wanted to go home, is it?
 2 **MR. THALGOTT:** No.
 3 **MS. RUDOLPH:** I'm teasing. Okay. Thank
 4 you.
 5 We're at number 6 at this point, if any
 6 objectors would like to present any rebuttal
 7 testimony? I'm not sure we had any objectors.
 8 I should say: Do any interested parties
 9 that gave testimony want to give any rebuttal at this
 10 point?
 11 (No response.)
 12 **MS. RUDOLPH:** Seeing none, we'll go to
 13 closing statement. And the closing statement from the
 14 Applicant is first.
 15 **MR. THALGOTT:** I'll be brief. I think we've
 16 covered everything really quite well. I do want to
 17 thank staff, Mr. Dick and Mr. Knapp, for meeting with
 18 us and for sort of starting some of these
 19 conversations. I felt it was very fruitful. It was
 20 very helpful. And I think, in the end, we came up
 21 with something that -- while we have frankly minor
 22 disagreement, they are pretty minor.
 23 In terms of (f)5 that we've talked about a
 24 lot, you know, if that's what staff is comfortable

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1 with and if that's what the developers are comfortable
 2 with, then frankly we don't really have any strong
 3 objections to (f)5.
 4 I guess what I'll say is: You know, we'll
 5 stand by our proposed text, and you all can handle it
 6 however you see fit.
 7 Same goes for the decommissioning costs and
 8 for the AIMA language. We've said what we've said.
 9 We've certainly said our piece. Again, our
 10 disagreements aren't earth shattering. As a lawyer
 11 and attorney with a background in litigation and big
 12 class action litigation, it's not really -- you aren't
 13 trained to say this. As a lawyer, you're trained to
 14 sort of, you know, bite and scratch and get whatever
 15 you possibly can.
 16 But, frankly, even if you were to adopt
 17 staff's report as is, from our perspective, it would
 18 achieve our main goal of making this thing more
 19 accessible.
 20 So you all know the way that we feel on the
 21 different objections and revisions by staff, and I'll
 22 just leave it at that.
 23 **MS. RUDOLPH:** Okay. Thank you. At this
 24 point, anyone who gave -- any of the individuals that

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1 gave testimony are entitled to give a closing
 2 statement should they so desire. We had Mr. Blazer,
 3 Mr. Bertsche, Mr. Poppe, and Mrs. Poppe?
 4 **MR. BLAZER:** I feel like singing kumbaya
 5 right now.
 6 **MS. RUDOLPH:** Do you really? Don't sing.
 7 This portion of the hearing is closed. Oh,
 8 certainly.
 9 **MR. KNAPP:** I'd just like to -- admonish is
 10 probably not the right word. With respect to the Ag
 11 Mitigation Agreement, I really would like to advise
 12 the Board. Phil has recommended some language. The
 13 Farm Bureau has recommended some language. You should
 14 think long and hard about whether you think that
 15 should be entered into.
 16 Sometimes there can be -- sometimes, you
 17 know, the County Board can lean one way or another
 18 because staff is making a recommendation. There are
 19 great arguments for both proposals, and I think we've
 20 laid out what they are here. So think long and hard.
 21 The Farm Bureau's proposal is very reasonable, as is
 22 Phil's. You guys get to make a recommendation to the
 23 County Board.
 24 And then I would also recommend that when

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1 you do make a recommendation, you consider
 2 Mr. Kuritz's thoughts on the definition of the
 3 engineer. That may be something you want to put into
 4 a motion to amend or however you want to do that.
 5 Fair enough? Thank you.
 6 **MS. RUDOLPH:** This portion of the hearing is
 7 closed, and we can discuss this case.
 8 The wording itself is pretty complicated.
 9 Generally, as we've discussed this in the course of
 10 our questioning, we have come up with certain things
 11 that we're in agreement about that probably would make
 12 it fairly easy for the staff to revise.
 13 **MR. ZIMMERMAN:** Is there any wording on the
 14 appropriate engineering that you would offer,
 15 Mr. Kuritz?
 16 **MR. KURITZ:** Yes, what was in this exhibit
 17 that he passed around, recommended by the Illinois
 18 Department of Agricultural Impact, if you go in there,
 19 they have a very nice definition of professional
 20 engineer.
 21 **MR. ZIMMERMAN:** Okay.
 22 **MS. RUDOLPH:** We'll incorporate that wording
 23 then.
 24 **MR. DICK:** What page is that again? In what

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1 document again?
 2 **MR. KURITZ:** Page 4 of --
 3 **MR. DICK:** Which exhibit?
 4 **MR. KURITZ:** I think it was 3.
 5 **MR. ZIMMERMAN:** Top of the page.
 6 **MR. KURITZ:** It doesn't specify any type of
 7 engineer. It just says a licensed engineer in the
 8 state of Illinois.
 9 **MR. KNAPP:** Can I see that a second?
 10 **MR. DEAN:** Do you need an amendment to that
 11 effect, Sally?
 12 **MR. KNAPP:** Actually, I just want to read
 13 this into the record. If I'm hearing right, there's a
 14 proposal to amend, in Section 350-26, the definition
 15 of professional engineer from "a qualified individual
 16 who is licensed as a professional civil and/or
 17 electrical engineer in Illinois" to "an engineer
 18 licensed to practice engineering in the state of
 19 Illinois who has been found to be qualified to perform
 20 the work described herein by the County and the
 21 commercial wind energy facility."
 22 And so it sounds like, I think, Madam Chair,
 23 you'd like to vote on that right now, not the full
 24 text amendment, but that whatever is submitted

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1 includes that change from the Farm Bureau's proposal.
 2 Fair enough?
 3 **MS. RUDOLPH:** Okay. So you're offering that
 4 as an amendment?
 5 **MR. DEAN:** Yes.
 6 **MS. RUDOLPH:** Do I have a second?
 7 **MR. KURITZ:** I'll second it.
 8 **MS. RUDOLPH:** Seconded by Kuritz. So we're
 9 just voting on the amendment at this point.
 10 All in favor say Aye?
 11 **ALL TOGETHER:** Aye.
 12 **MS. RUDOLPH:** Opposed?
 13 (No response.)
 14 **MS. RUDOLPH:** So we're back to 2(f)5. I
 15 welcome your opinions on that. I'd like to hear your
 16 opinions.
 17 **MR. DEAN:** Madam Chair, I lean toward the
 18 Farm Bureau language myself because I'm a member. I'm
 19 a farmer. I want as much protection out there as
 20 possible for the folks, the landowners; so that's
 21 where I'm leaning.
 22 The fact that the Agriculture Mitigation
 23 Agreement may or may not be part of the County
 24 process, I got that. Am I correct in that?

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1 **MS. RUDOLPH:** I think we should discuss that
 2 separately in a minute or two. Let's just stick with
 3 this.
 4 **MR. DEAN:** I like the language that the Farm
 5 Bureau is proposing.
 6 **MS. RUDOLPH:** I'm a little worried about the
 7 flexibility, as I discussed with Phil.
 8 **MR. KURITZ:** The problem I see is anytime
 9 you put something down on paper, people believe that's
 10 gospel. Then when it gets changed for a reasonable
 11 reason -- there's a big drainage tile that nobody knew
 12 about; so they had to move something -- "Why isn't it
 13 there?" So I think I support staff.
 14 **MR. ZIMMERMAN:** I support the staff too. As
 15 we've done these hearings, we've gone through and
 16 looked at essentially every one of these items as we
 17 go through the hearing.
 18 So as Mr. Kuritz said, we may not know about
 19 them in advance, but we find out about them during the
 20 hearing. And the hearing process is sufficiently
 21 robust to -- and the participation by the public is
 22 sufficiently robust to hit any of these topics. We
 23 don't need to put all of them in there. We will cover
 24 them.

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1 So I support the staff's version of this
 2 with the understanding that we will hit those. There
 3 are enough speakers in there that we will hit anything
 4 that needs to be hit.
 5 **MS. RUDOLPH:** Should this be a separate vote
 6 amendment? I think I'm hearing we're supporting the
 7 staff, the majority, aren't we? Should we have a
 8 vote?
 9 (Discussion between Ms. Rudolph
 10 and Mr. Knapp off the record.)
 11 **MS. RUDOLPH:** We heard from Mr. Dean, who is
 12 in, I guess it's safe to say, disagreement. I hate to
 13 say that because this has been so friendly. But he is
 14 in disagreement with the staff report. Does anyone
 15 else have anything they'd like to add?
 16 I think as long as we have some general
 17 agreement, we won't have specific motions on something
 18 like that.
 19 I think maybe the last thing we need to
 20 discuss is agricultural impact mitigation, (I).
 21 It might be helpful, Mr. Knapp, if you would
 22 delineate for us -- because I'm not getting a whole
 23 lot of differences between the Farm Bureau and the
 24 staff. Could you help us with that a little bit?

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1 **MR. DEAN:** (I) is what the staff is
 2 recommending, right?
 3 **MR. KNAPP:** Well, the staff recommends most
 4 of what the Farm Bureau has proposed in L, simply
 5 removing three sentences or three lines in the middle.
 6 You know, I'll let you draw your own -- the
 7 staff removes some language that specifies exactly
 8 what type of impacts could occur to the soil.
 9 The Farm Bureau's is more specific. The
 10 staff's is more general. I think you guys just need
 11 to decide, as a policy, do you want in our zoning
 12 ordinance more specific requirements regarding
 13 agricultural impact mitigation, knowing that those
 14 requirements will provide the County a mechanism,
 15 arguably an enforcement mechanism, even though what
 16 we're enforcing is negotiated by somebody who is not
 17 the County, negotiated between the landowner, the wind
 18 farm operators, and the State.
 19 Did I just muddy it up more?
 20 **MS. RUDOLPH:** No. I think Mr. Zimmerman's
 21 earlier comments about the course of a hearing apply
 22 here as well. We listen and hear people that come and
 23 talk to us, and probably we don't need that specific
 24 -- it's really three sentences, two sentences.

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1 **MR. ZIMMERMAN:** My impression is, having
 2 reread the 25 stipulations we have, we the Board will
 3 typically listen to everybody; and we will include
 4 what we hear is appropriate in that particular area.
 5 So it's in some ways not quite overkill, but
 6 it almost limits us if we include it in (I). I'd say
 7 I'd accept the staff recommendation and trust that the
 8 Board will add any extra requirements that are needed
 9 at the time.
 10 **MR. DEAN:** I'm okay with that too, if the
 11 general includes all of these things that are listed.
 12 These are the things that we use on the ground out
 13 there every day. This is what our concerns are. And
 14 if the general staff language includes those, I'm okay
 15 with it.
 16 **MS. RUDOLPH:** Mr. Dick's experience really
 17 comes into my mind. He's been through the trenches
 18 with four projects and kind of knows his stuff.
 19 Did we settle the decommissioning?
 20 To review, if you go to P -- well, yeah, we
 21 need to look all through it. The items that are
 22 crossed off are the things that staff removed from the
 23 original Farm Bureau proposal.
 24 **MR. ZIMMERMAN:** Referring to the suggestion

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1 I made earlier of adding the words "at least," I'm
 2 trusting of the Board, if it's going to cost more than
 3 that or if the Board wants earlier or larger amounts
 4 of money, they can put it in there. So if they want
 5 it after year 1, year 6, year 10, whatever, and if
 6 they want a higher amount of money, the Board will be
 7 proactive in doing that.
 8 So I commented about "at least." I don't
 9 need that.
 10 **MR. KURITZ:** You don't need "at least"?
 11 **MR. ZIMMERMAN:** I don't need "at least" in
 12 there. I'm okay with it as it is. I'm happy to have
 13 "at least" in there, but it's such a miniscule item.
 14 **MR. KURITZ:** I agreed with you on the "at
 15 least." It sets a floor.
 16 **MR. ZIMMERMAN:** Okay. I'm happy with "at
 17 least" too. Anybody else want to comment?
 18 So shall we go with: I would like to add
 19 "at least" in (p)(1)(E).
 20 **MS. RUDOLPH:** To the staff recommendation?
 21 **MR. ZIMMERMAN:** To the staff recommendation.
 22 **MS. RUDOLPH:** Unless I hear some
 23 disagreement with that, we'll add that.
 24 **MR. KNAPP:** It sounds like there's a

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1 consensus to recommend the staff recommendation with
 2 the amendment made by Mr. Kuritz on the engineer
 3 definition which we discussed, correct? Just to
 4 clarify the record.
 5 So now it's probably appropriate for a
 6 motion to approve an amendment to the McLean County
 7 Zoning Ordinance as recommended by the staff with the
 8 change of the engineer definition.
 9 **MR. KURITZ:** So moved, just as he stated.
 10 **MR. ZIMMERMAN:** Second.
 11 **MS. RUDOLPH:** Motion by Kuritz. Second by
 12 Zimmerman.
 13 As far as any further discussion, I just
 14 wanted to comment that I think this has been a really
 15 good process as far as the Farm Bureau and the staff
 16 and the whole evening.
 17 **MR. ZIMMERMAN:** Thank you very much. Great
 18 job.
 19 **MS. RUDOLPH:** This is a recommendation to
 20 the County Board. Roll call vote.
 21 **MR. DICK:** Judd?
 22 **MR. JUDD:** Yes.
 23 **MR. DICK:** Kuritz?
 24 **MR. KURITZ:** Yes.

	65:2;75:9	23;46:19;61:9,12;62:6;	9:19	24:21
\$	action (3)	65:19;75:22;76:23;	AIMA (69)	American (1)
\$35,000 (1)	45:19;46:3;82:12	83:10	15:18,20;16:19,20;	4:11
78:13	actions (1)	again (26)	17:5;18:9,21;19:22;	amongst (1)
A	41:1	10:11;14:22;16:17,	20:2,6,8,9,18,18,24;	42:7
abide (2)	actively (1)	23;19:21;20:22;21:3;	23:8;27:16,18,21;38:7;	amount (9)
18:6,24	8:24	39:18,23;42:4,21;	39:1,4,13,15,19,21;	6:8;19:17;52:17;
ability (1)	activists (1)	45:21;46:15;48:17;	40:3,7,15;41:17,20;	62:18;63:12;65:23;
79:4	25:24	55:12,22,23;60:16,21;	43:6,13;44:19;45:1,6,	66:2;78:12;91:6
able (8)	activities (1)	61:22;64:22;66:24;	14:46:5,7,8,16,20,20,	amounts (1)
11:16;17:8;31:10;	53:15	77:24;82:9;84:24;85:1	23;47:7,9,14,16;48:3,6;	91:3
34:13;43:12;45:4;	actually (21)	agencies (2)	50:17;52:7,15,18;53:1,	anchor (3)
76:24;79:1	9:12;12:3;20:8;	5:18,24	2,6,17,19,22;54:4;	3:17;48:16;73:9
above (3)	23:16;25:10;29:4;30:1,	agency (4)	58:14,17;60:2,16;	ancillary (2)
60:23;64:16;65:18	22,24;31:8;32:3,13;	7:8;52:22;53:14;	72:19;74:11;78:1;82:8	3:20;49:13
absolutely (2)	36:1;45:14;47:7;53:3;	60:11	AIMAs (6)	and/or (2)
54:3;75:19	56:16;57:13;63:7;65:5;	agenda (1)	41:24;42:13,17;44:5,	5:14;85:16
academic (1)	85:12	93:17	6:45:9	anniversary (3)
19:3	add (7)	agents (1)	air (1)	20:10,12,15
accept (3)	74:8;75:6;79:5;	23:3	59:23	ANSI (1)
31:22,22;90:7	88:15;90:8;91:18,23	ago (4)	airplanes (1)	4:11
accepted (1)	adding (2)	22:3;44:20;50:7;	74:20	answered (1)
78:22	48:13;91:1	56:17	akin (1)	47:4
access (8)	additional (8)	agree (6)	77:8	Anti-wind (2)
3:18;12:4;41:20;	26:16,19;27:6;30:1;	27:21;39:21;51:15;	alleviated (1)	25:5,24
48:21;49:7;50:4;66:15;	37:7;39:13;57:15;	59:5,21;65:21	56:22	Appeals (2)
73:23	60:22	agreed (6)	alleviates (1)	10:3;76:17
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39:24	3:10;8:10;11:20;	73:16;91:14	allow (3)	47:13
accessible (7)	44:12,16;56:2,5;67:15;	agreement (45)	69:24;78:14;93:19	applicable (3)
9:18,18;13:20;28:17;	69:15;71:1,3	5:24;6:13;11:17;	allowed (1)	3:23;4:10;5:17
35:9;53:7;82:19	addressed (2)	14:14,18;15:12,18;	5:1	Applicant (16)
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6:20	addresses (2)	19:1,22;22:8;23:8;	12:18	38:18;39:14,19,20;
accomplish (1)	8:6;59:16	43:18;45:17;46:17,18;	allows (1)	49:9;53:11;54:13;
17:12	addressing (1)	52:6;53:1;58:23;59:6,	15:24	55:15;71:20;80:19;
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54:7;80:4	adopt (1)	73:24;75:22;76:24;	90:6	70:16
accurately (1)	82:16	78:2;83:11;84:11;	along (3)	Applicant's (2)
27:1	adopted (1)	86:23;88:17	28:13;60:17;68:8	14:5;20:3
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82:18	adoption (1)	5:7,8;6:17;7:5;15:3;	33:5;34:5	2:4,16;3:12;12:7;
acknowledge (1)	62:3	17:11,15;38:6,8;40:16;	always (5)	22:15;30:15;38:21,23;
12:23	advance (2)	52:4;53:12;59:18;62:7;	19:3;45:15;63:20;	39:9;40:6;49:21;52:5;
acknowledged (1)	73:13;87:19	63:6,15,21;64:2;74:22,	66:4,12	53:11;57:6;58:5,12;
14:24	advice (1)	24;75:4	amenable (1)	70:13
acquire (2)	34:1	Agricultural (23)	12:13	applications (1)
23:3,10	advise (2)	14:1,8,14,17,24;15:6,	amend (2)	26:7
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66:16	advocating (1)	16;19:22;37:21;38:7;	amended (2)	23:7;39:2;89:21
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67:23	Affairs (2)	66:11;84:18;88:20;	amendment (35)	8:18;21:12;27:23;
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27:12;37:20,21;38:3;	27:9	54:4;58:24;60:9;66:23;	26:17;27:3,24;31:1;	29:1
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	72:10	Ag's (1)	59:17;63:3;85:10,24;	19:13,16;27:10;
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