

In The Matter Of:
McLEAN COUNTY ZONING BOARD OF APPEALS

APPEALS HEARING
June 9, 2021

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1 MCLEAN COUNTY ZONING BOARD OF APPEALS HEARING
 2 IN PERSON AND REMOTE ATTENDEES
 Case No. SU-21-03
 3 WEDNESDAY, JUNE 9th, 2021
 4 115 EAST WASHINGTON,
 ROOMS 400 and 404,
 5 BLOOMINGTON, ILLINOIS
 6
 7 THOSE PRESENT IN PERSON:
 8 DARRELL MITCHELL
 JIM FINNIGAN
 9 PHIL DICK
 10 STATE'S ATTORNEY'S OFFICE:
 11 MS. SAMANTHA VAZQUEZ
 12 COUNSEL FOR SAPPHIRE SKY WIND PROJECT:
 13 MR. JIM GRIFFIN
 Schain Banks
 14 70 West Madison St.
 Suite 5300
 15 Chicago, IL 60602
 312-345-5700
 16 jgriffin@schainbanks.com
 17
 18 BOARD MEMBERS PRESENT BY ZOOM:
 19 RUTH NOVOSAD
 MICHAEL KURITZ
 RICK DEAN
 20 BRIAN BANGERT
 DRAKE ZIMMERMAN
 21 JULIA TURNER
 22 REPORTED IN PERSON BY: Deann K. Parkinson, CSR
 Area Wide Reporting
 23 301 West White
 Champaign, IL 61820
 24 217-356-5119

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1 (The time is 8:00 PM.)
 2 **MR. FINNIGAN:** We're going to call the
 3 McLean County Zoning Board, Case SU 2103. Will
 4 the secretary call the roll.
 5 **MR. DICK:** We're just doing the roll
 6 call now. Brian Bangert.
 7 **MR. BANGERT:** Here.
 8 **MR. DICK:** Michael Kuritz.
 9 **MR. KURITZ:** I'm here.
 10 **MR. DICK:** Rick Dean.
 11 **MR. DEAN:** Here.
 12 **MR. DICK:** Julia Turner.
 13 **MS. TURNER:** Here.
 14 **MR. DICK:** Jim Finnigan.
 15 **MR. FINNIGAN:** Here.
 16 **MR. DICK:** Drake Zimmerman.
 17 **MR. ZIMMERMAN:** Here.
 18 **MR. DICK:** Ruth Novosad.
 19 **MS. NOVOSAD:** Here.
 20 **MR. FINNIGAN:** We have a quorum so we
 21 can conduct business. Phil has something he's
 22 going to read first.
 23 **MR. DICK:** If the case heard tonight is
 24 finished and the ZBA has discussed it and voted on

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1 it, the case will be considered complete. If the
 2 case is not finished, or if the Go to Meeting
 3 system crashes or the ZBA members are not able to
 4 adequately communicate before a vote is taken on a
 5 case by the ZBA, the case will be continued until
 6 7 PM on July 6th, 2021. Please contact the
 7 department of building and zoning at 309/888/5160
 8 for a link to this meeting or attend the meeting
 9 here in person.
 10 The ZBA bylaws allow the chair to impose
 11 time limits on closing statements and limits them
 12 to three minutes. A copy of the rules and
 13 procedures of the ZBA can be found on the website
 14 at the department of building and zoning, or here
 15 on the table by the door.
 16 A note for those watching via YouTube
 17 livestream. The YouTube stream is not an
 18 interactive medium. Any comments on the YouTube
 19 livestream are not monitored and will not be
 20 addressed in the meeting. If you are attending
 21 remotely, please mute your phones or computers and
 22 turn your cameras off unless you are on the ZBA or
 23 you are approved to speak.
 24 **MR. FINNIGAN:** At this time, if the

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1 applicant wants to do rebuttal.
 2 **MR. GRIFFIN:** Thank you, Mr. Chairman.
 3 Jim Griffin on behalf of the applicant. We are
 4 not going to present any rebuttal testimony.
 5 **MR. FINNIGAN:** So if you want to make a
 6 closing statement, you can go ahead.
 7 **MR. GRIFFIN:** Thank you. Can I confirm
 8 first, my closing statement will be longer than
 9 three minutes. I don't think it will be longer
 10 than ten minutes, but I think as the applicant we
 11 should be allowed that additional time.
 12 **MR. FINNIGAN:** So noted. We talked
 13 about it last night.
 14 **MR. GRIFFIN:** Well, thank you members of
 15 the Zoning Board of Appeals. Appreciate all of
 16 the time and careful attention that you take in
 17 these matters. It's greatly appreciated. I want
 18 to thank Mr. Dick, Mr. Mitchell, Ms. Vazquez for
 19 their efforts here also in processing our
 20 application.
 21 As I stated at the beginning of these
 22 hearings, the application materials and the
 23 testimony that you've now heard demonstrates that
 24 this project meets all of the standards for a

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1 special use under your zoning ordinance.
 2 I'm going to review the major aspects of
 3 this project for compliance with those standards.
 4 And I think you'll agree that we have satisfied
 5 those.
 6 The proposed turbines for the project
 7 are Vestas 3.6 megawatt and Vestas 4.2 megawatt
 8 turbines. These meet the county requirements for
 9 size and safety, and have been certified by
 10 recognized international testing agencies. And
 11 that information is provided in the application,
 12 and conforms to your ordinance requirements.
 13 The noise model for this project
 14 included in the application confirms that the
 15 noise output will satisfy, and indeed be
 16 substantially under the limits set forth in the
 17 county zoning ordinance.
 18 Mr. Hankard testified that he has on
 19 numerous occasions confirmed in the field with
 20 actual noise measurements, that his predictive
 21 models are accurate.
 22 Mr. Hankard testified that his recent
 23 measurements from the Blooming Grove project were
 24 consistent with, and were less than predicted by

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1 the model that he prepared for the Blooming Grove
 2 project.
 3 This project is taking advantage of new
 4 turbine technology, including larger but slower
 5 rotating turbine blades, which create less noise,
 6 with serrated edge blades on the turbines, which
 7 also create less noise, and the ability to use
 8 fewer turbines but still produce the same
 9 electrical output. All of which combine to
 10 decrease the noise output for this project and
 11 other impacts that occur for wind energy projects.
 12 This project was also designed to meet a
 13 voluntary, annual shadow flicker limit of 30 hours
 14 per year on nonparticipating residents. Now, the
 15 actual amount of shadow flicker will be less
 16 because the model, modeled 89 turbine locations.
 17 While per our application, only 64 turbines will
 18 be installed. The model also assumed that there's
 19 no vegetation in between the wind energy turbines
 20 and the residences. And so in actuality, the
 21 shadow flicker that will occur will be less than
 22 the model predicts.
 23 Now, the McLean County board, with its
 24 extensive and lengthy experience with wind energy

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1 projects, has not imposed the shadow flicker limit
 2 on projects. And indeed, not even required a
 3 shadow flicker model as part of an application for
 4 a special use permit for a wind project. But of
 5 those jurisdictions that have adopted shadow
 6 flicker limits, 30 hours is by far the most
 7 common.
 8 Accordingly, Sapphire Sky believes that
 9 its voluntary commitment on shadow flicker to 30
 10 hours annually for nonparticipating residences is
 11 appropriate, is reasonable, is in line with
 12 projects previously approved in McLean County, and
 13 is in line with typical standards imposed in
 14 Illinois and in the entire United States.
 15 Concerning aviation safety. The
 16 Sapphire Sky project obtained all necessary
 17 DNHS, determinations of no hazard, from the
 18 Federal Aviation Administration. And the project
 19 is sited to avoid impacts to private air strips.
 20 The studies on communication that are
 21 included in the project demonstrate that this
 22 project will not have a negative impact on
 23 telecommunication in the project area.
 24 The project has been reviewed by the US

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1 Fish and Wildlife Service and by the Illinois
 2 Department of Natural Resources. The Illinois
 3 Department of Natural Resources submitted
 4 correspondence to the county which recommended
 5 certain conditions be imposed on the project if
 6 approved. And Sapphire Sky has confirmed in its
 7 application, and through its testimony here, that
 8 it will implement those conditions as part of the
 9 project.

10 The decommissioning plan, and the
 11 estimate, is in accordance with the requirements
 12 of the county zoning ordinance and with the
 13 Agricultural Impact Mitigation Agreement, which
 14 has been entered into by the project with the
 15 Department of Agriculture, and which is part of
 16 the application.

17 Sapphire Sky will post cash in a county
 18 escrow account in accordance with the requirements
 19 of the county decommissioning ordinances, and in
 20 accordance with the schedule provided in the
 21 Agricultural Impact Mitigation Agreement. Those
 22 funds will be available in cash to the county to
 23 assure decommissioning of this project at the end
 24 of its life.

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1 Accordingly, the project is in
 2 compliance with the county zoning ordinance
 3 standards.

4 Now, during the hearing testimony was
 5 heard by the ZBA concerning construction issues,
 6 road use agreements, and responsiveness to
 7 complaints during construction.

8 The county zoning ordinance application
 9 requirements of course do not require a road use
 10 agreement to be submitted as part of the zoning
 11 application. However, the proposed conditions
 12 that have been imposed on past projects, and that
 13 have been recommended by Mr. Dick and his staff
 14 report, do require that the applicant obtain a
 15 road use agreement with the county and with the
 16 affected townships before construction can begin.
 17 And certainly Sapphire Sky will comply with those
 18 conditions if imposed on this project.

19 Now, these issues such as dust control
 20 and other construction issues are well known by
 21 the county staff and the county engineer, Mr.
 22 Jerry Stokes. He is well informed about those
 23 complaints that occurred during the construction
 24 of previous projects in the county. And those

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1 issues such as dust control are being addressed in
 2 the road use agreement that Mr. Stokes, with the
 3 assistance of the State's Attorney's office who is
 4 currently negotiating with the Invenergy team.

5 The appropriate county officials are
 6 reviewing and negotiating this road use agreement.

7 The county engineer, who has expertise in road
 8 construction and road safety, and bidding and
 9 performing road projects, with the assistance of
 10 the State's Attorney's office, is leading that
 11 discussion.

12 That agreement under the typical process
 13 here in this county is then presented to the
 14 county transportation committee, and then to the
 15 full board. So there's many stages of review of
 16 that road use agreement.

17 Concerning responsiveness to complaints.
 18 As Mr. Vanderkamp testified during his testimony,
 19 Sapphire Sky is willing to create a complaint and
 20 information hotline number, and to publicize this.
 21 I have a proposed condition that I'm going to read
 22 to you into the record for the zoning board's
 23 consideration during your deliberations.

24 And this condition language is the

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1 following: Prior to the commencement of
 2 construction of the project, and during the entire
 3 operating life of the project, the project owner
 4 operator shall establish a telephone hotline,
 5 telephone number hotline for the general public to
 6 call with any complaints or questions. The
 7 hotline number shall be publicized in order to
 8 insure that the general public is aware of the
 9 hotline number. The hotline number shall be
 10 conspicuously posted at the project site, and at
 11 the project owner operator's office in the county.

12 Each call shall be logged by the project owner
 13 operator and such log shall identify the name,
 14 address and reason for the call. The project
 15 owner operator shall provide the designated county
 16 representative with the call log on a monthly
 17 basis, and upon reasonable request to the extent
 18 allowed by law, and the project owner operator
 19 shall retain copies of the log for a minimum of
 20 two years.

21 The project owner operator shall respond
 22 to all complaints within a reasonable time, not to
 23 exceed 72 hours, and shall take necessary action
 24 to resolve all objectively verified complaints.

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1 During the construction of the project, the
 2 project owner operator shall maintain updated
 3 contact information on file with the designated
 4 county representative for addressing complaints
 5 related to construction activities.
 6 The project owner operator shall
 7 designate a contact person who will respond to
 8 inquiries from the designated county
 9 representative.
 10 Once the project has reached commercial
 11 operation, following the conclusion of
 12 construction activities, the project owner
 13 operator shall maintain permanent contact
 14 information with the designated county
 15 representative, including a designated
 16 representative of the project owner operator,
 17 along with a phone number and e-mail address and a
 18 24 hour emergency contact phone number.
 19 And I do have a written copy of that,
 20 which if the zoning board chair desires, I can
 21 provide it for your deliberations.
 22 So that's a condition that we would
 23 propose for this project to assure that complaints
 24 are promptly responded to, which they should be.

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1 So in addition to meeting all of the
 2 criteria under the zoning ordinance, the record
 3 demonstrates that the local community surrounding
 4 and within this project is supportive and excited
 5 about the opportunities presented by this project.
 6 This project has the participation of 59
 7 land owners, owning over 14,000 acres. The Leroy
 8 and Blue Ridge school districts both submitted
 9 resolutions in support of this project. And the
 10 Leroy school district superintendent testified
 11 here in support of the project.
 12 The Village of Bellflower, which is the
 13 closest municipality to this project, has executed
 14 a turbine siting agreement with the project, and
 15 that has been submitted to you in the special use
 16 application. This agreement will provide
 17 substantial benefits to the Village of Bellflower
 18 during the life of this project.
 19 This project represents an outstanding
 20 opportunity for this particular area of McLean
 21 County, which currently does not have any wind
 22 energy projects to benefit from wind energy and
 23 the opportunities that arise from wind energy
 24 projects. Mr. Loomis in detail went over those

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1 potential opportunities that this community will
 2 have, and the county will have, from this wind
 3 energy project.
 4 So for the reasons detailed in the
 5 special use application, and as stated in Mr.
 6 Dick's staff report to you, which found that the
 7 project met all of the special use criteria, we
 8 agree that this project meets all of the county
 9 standards for a special use.
 10 Accordingly, members of the zoning
 11 board, we respectfully request a positive
 12 recommendation from you on a special use
 13 application. Thank you.
 14 **MR. FINNIGAN:** Thank you. I think Mr.
 15 Dick is going to go through the list of anyone
 16 that presented testimony that wants to do a
 17 closing statement can for three minutes. So he's
 18 going to call names off. He just asks you say if
 19 you want to or not.
 20 **MR. DICK:** Dawn Hanslow.
 21 **MS. HANSLOW:** I don't have any questions
 22 at this time.
 23 **MR. FINNIGAN:** This would be for a
 24 closing statement.

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1 **MS. HANSLOW:** I don't believe I have a
 2 closing statement at this time. I think most of
 3 my concerns have been addressed.
 4 **MR. DICK:** Kevin Dea.
 5 (No response.)
 6 **MR. DICK:** And I'm going to mispronounce
 7 this name, Katelyn Dekeersgieter. Katelyn, are
 8 you there?
 9 (No response.)
 10 **MR. DICK:** Phil Rous?
 11 **MR. ROUS:** I don't have a closing
 12 statement. Thank you.
 13 **MR. DICK:** Raian Abushanab.
 14 (No response.)
 15 **MR. DICK:** David Flesph.
 16 (No response.)
 17 **MR. DICK:** Shannon Brooks.
 18 (No response.)
 19 **MR. DICK:** Dee Stielow.
 20 **MS. STIELOW:** I'm here. I think our
 21 closing statement is my husband Steve and I
 22 respectfully disagree that it meets all of the
 23 standards, in that it is detrimental to the
 24 enjoyment of our environment and I have vicinity

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1 of our environment, which we currently have right
 2 now.
 3 **MR. FINNIGAN:** Is that all you'd like to
 4 say?
 5 **MS. STIELOW:** Yes, sir.
 6 **MR. FINNIGAN:** Thank you very much.
 7 **MR. DICK:** Tim Killian.
 8 (no response.)
 9 **MR. DICK:** Bruce Iehl.
 10 **MR. IEHL:** Yes, present.
 11 **MR. DICK:** Did you have a comment to
 12 make in closing?
 13 **MR. IEHL:** A simple comment is to suggest
 14 the board do due diligence in reviewing the
 15 proposal in terms of the future, the long-term
 16 future of the project. Thank you.
 17 **MR. FINNIGAN:** Thank you.
 18 **MR. DICK:** Carolyn Taylor.
 19 **MS. TAYLOR:** Hi.
 20 **MR. FINNIGAN:** You can go ahead.
 21 **MS. TAYLOR:** Okay. Forgive me for
 22 speaking fast, I've got probably ten minutes worth
 23 here and I'm going to try to get what I can in
 24 three minutes.

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1 And I would like to start with a bit
 2 more about what I said last night about the
 3 richness of McLean County soil and its many
 4 blessings. I'm reading to get through this, by
 5 the way. I'm not speaking spontaneously.
 6 McLean County soil and its many
 7 blessings for farming. The fact that this and
 8 much of Illinois was once under sea and then a
 9 glacier has apparently left unique treasures
 10 beneath and in our soil. And the Mahomet sole
 11 source aquifer area passes under the eastern part
 12 of Bellflower Township where some turbines are
 13 slated. The aquifer that provides 100 million
 14 gallons a day for Illinoisans to drink and use.
 15 Is there any concern for impact of so much
 16 drilling and deep concrete in that area? I don't
 17 know. Has an independent geologist or hydrologist
 18 been hired to assess any land use risk or cautions
 19 or the Mahomet aquifer consortium been consulted?
 20 I would hope so.
 21 What I do know from experience is that
 22 we here in McLean County have realized a
 23 phenomenal capacity for bumper crops of corn and
 24 beans exceeding national averages by a lot. It's

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1 a patrimony. A legacy given by nature that is
 2 precious and exceptional.
 3 I don't know, maybe some farmers who
 4 opted for wind energy elsewhere in other states or
 5 other places aren't as blessed with land that is
 6 so capable of such richness.
 7 In the spirit of Simeon Henry West, as I
 8 said last night, my great grandfather, if you've
 9 been to West Park you know it symbolizes the
 10 priority he gave to preserving legacies like
 11 forested land. I think maybe I'm channeling my
 12 great grandfather here; and by the way, he
 13 believed in channeling.
 14 But, I think the pitch made to McLean
 15 County is that it also has special wind. The
 16 younger speakers last night from Normal were
 17 supportive largely in seeing wind energy as the
 18 wave of the future. And it is a wave of the
 19 future, which I'm all for. But, does it have to
 20 be a future that sours the quality of life through
 21 things like noise and shadow flicker and also
 22 competes with farmland and farm tasks as a
 23 priority? Taking away productive chunks of
 24 farmland for access roads as well as turbines,

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1 which we've seen can and do wind up lying on the
 2 ground after struck by lightning or being
 3 decommissioned and have no fitting burial place on
 4 the ground after that?
 5 And how do we keep treasuring our past?
 6 As the woman in Normal who lived two miles from a
 7 wind project asked by Tim Jolly said, she had
 8 never been within half a mile of a wind turbine to
 9 know what it's like for those who live, and I will
 10 add work as farmers, having to be right up next to
 11 them, to cultivate plant and harvest their fields;
 12 our fields.
 13 I have 400 acres, which both is and
 14 isn't a lot. If I add in my cousin's own land to
 15 the land of mine that they farm, it's a total of
 16 720 acres. By big ag standards, it's a blip. And
 17 that's related to one of my numerous concerns that
 18 rise to the level of worries that I have.
 19 Corporations tend to do corporate
 20 things. And in that sense, all corporations are
 21 kindred spirits. I saw that Invenergy has a
 22 pattern as in Blooming Grove where they sold 90
 23 percent ownership to WEC, the Wisconsin Energy
 24 Corp, which is one of the S&P 500 on the New York

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1 Stock Exchange. They've become partners;
 2 Invenergy and WEC, as mentioned last night here
 3 about another energy --
 4 **MR. FINNIGAN:** We're past the three
 5 minutes. If you can close up, please.
 6 **MS. TAYLOR:** I just wanted to say I'd
 7 rather pay a property tax increase, I pay \$15,000
 8 a year. A \$10,000 increase would provide the
 9 school money that is otherwise coming from here.
 10 I would rather see that. I was going to say much
 11 more. Sorry. Three minutes is too short.
 12 **MR. FINNIGAN:** Thank you very much.
 13 **MR. JOLLY:** This is Tim Jolly. I'd like
 14 to object to this procedure in that if Mr. Griffin
 15 gets an additional amount of time to give his
 16 case, I believe it's only fitting that we get at
 17 least the equal time.
 18 **MR. FINNIGAN:** The rules are already
 19 set.
 20 **MR. JOLLY:** But where do those rules
 21 come from?
 22 **MR. FINNIGAN:** You can do an objection
 23 if you want to, but that's the way it's going to
 24 be tonight.

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1 **MR. JOLLY:** I'm asking, where do the
 2 rules come from?
 3 **MR. DICK:** The bylaws of the Zoning
 4 Board of Appeals and the interpretation by the
 5 chair.
 6 **MR. JOLLY:** Do you have those in
 7 writing?
 8 **MR. DICK:** The zoning bylaws are in
 9 writing.
 10 **MR. JOLLY:** 'Cuz we're tax payers, we
 11 are paying for your guys' seats where you're
 12 sitting in this meeting where it's being held. I
 13 think it's only fitting that we at least be able
 14 to have equal time.
 15 **MR. FINNIGAN:** We're going to move on,
 16 Mr. Jolly.
 17 **MR. JOLLY:** I strongly object. I want
 18 that on record.
 19 **MR. DICK:** Catherine Metsker.
 20 **MS. METSKER:** I would like to commend the
 21 Invenergy for agreeing to put in a hotline and
 22 provide a lot of details on that hotline.
 23 But there is a piece that's missing on
 24 that, and that is, what will happen if the service

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1 level of 72 hours has not been met? We need to
 2 have some type of penalty assessed for those
 3 situations just to encourage good behavior on the
 4 part of Invenergy. Because obviously they haven't
 5 been able to follow the township road agreements.
 6 The counsel for the wind company also
 7 said that the county road agreement is being very
 8 diligently reviewed, but that has very little
 9 influence on the township roads. And the township
 10 roads are the primary roads that are in any of the
 11 project areas. We absolutely need to tie the
 12 township road agreements to continuation of the
 13 building permits. If they do not meet those road
 14 agreements for the township, not the county, but
 15 the township, then buildings must stop until that
 16 happens. They wouldn't have a \$150,000 fine or
 17 violations if they would have been following it.
 18 They would have had nothing. And they chose not
 19 to follow it.
 20 Lastly, I just want to say that why
 21 would we rush this decision? There is no one on
 22 this zoning board or on this staff that has any
 23 expertise to review and analyze the studies and
 24 models for the sound and flicker.

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1 I recommend that the county find an
 2 independent consultant to review this, and then
 3 insure the accuracy of these studies so to, again,
 4 make sure that what has been presented is
 5 accurate, because we don't know that.
 6 And I want to thank you all. I know
 7 this is a very difficult process, and long. So,
 8 thank you very much.
 9 **MR. FINNIGAN:** Thank you.
 10 **MR. DICK:** Ed Peterson.
 11 **MR. PETERSON:** Name, address, all that?
 12 **MR. FINNIGAN:** No. We got it.
 13 **MR. PETERSON:** I have voiced my opinion
 14 on how all of the data that was presented here is
 15 provided by people that are paid by Invenergy,
 16 okay?
 17 For the board to really serve the public
 18 properly, I feel they need to have another look at
 19 all of the data. And the fact that this area of
 20 McLean County doesn't have wind turbines is the
 21 reason I like that area. So, that's all I have to
 22 say.
 23 **MR. FINNIGAN:** Thank you.
 24 **MR. DICK:** Gary Tipsord.

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1 (No response.)
 2 **MR. DICK:** Anna Ziegler.
 3 (No response.)
 4 **MR. DICK:** That's all I have. Oh, Tim
 5 Jolly.
 6 **MR. JOLLY:** Thank you. Try and make
 7 this brief because I was expecting a little more
 8 time; we've been given time before.
 9 Why are we really here discussing this
 10 project? Is it the environment or is it really
 11 money?
 12 If it's for the environment, first of
 13 all they're under 30 percent efficient. They come
 14 in, they grind up the roads that have been there
 15 since the 1930s and 40s, they put more rock on the
 16 roads, parades of semis and leveling equipment,
 17 dig massive holes for a foundation. Bring in
 18 massive cranes that smash things like tiles and
 19 roads. Several semis of rebar for towers. 78 to
 20 90 trucks of concrete per tower. Sections of
 21 tower, blades, nacelles, etc. Traffic 24/7. It
 22 kills wildlife. That, I don't think is very
 23 environmental.
 24 It's all about the money and that's what

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1 it boils down to. The land owners sell their soul
 2 to get that money just to put one on their land.
 3 The county sells their soul just to put money in
 4 their coffer, but they need to learn how to spend
 5 the money before they get more. The State of
 6 Illinois does the same thing. And it's all been,
 7 the majority of it as testified, is being paid by
 8 tax payers.
 9 As far as the companies themselves, we
 10 have a lot of experience with Invenergy, and
 11 believe me; they have not been compliant to past
 12 permits. They need to be held accountable. Also,
 13 with the people that are non-participants in the
 14 area, they need to be given relief from riding
 15 just filthy roads, washing cars, tearing up the
 16 suspensions on cars, actually just tearing their
 17 car completely up. Dust blowing in the houses.
 18 They can not comply; all's they were doing was
 19 watering in front of the house. Was not watering
 20 the entire road. They need to be shut down. Shut
 21 down instantly if they're not in compliance.
 22 They have a phone number now that I've
 23 talked to in the past, and all's I've been told by
 24 them is that we're working on that, Mr. Jolly.

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1 And they never do. So they have a phone number
 2 and it didn't work before. Does this meet the
 3 standards that the zoning board asks to be in
 4 compliance of?
 5 Number one, I'd say public safety is not
 6 complied to. It's not complied to in the past and
 7 I don't anticipate a change in anything in the
 8 future.
 9 You need to have independent, nonbiased
 10 actual sound readings, actual readings of things
 11 that have happened. Not models. And I don't care
 12 how you compare them. There was no evidence shown
 13 of an actual reading from somebody's residence.
 14 The family farm that I live on has been
 15 in our family since Abraham Lincoln was alive.
 16 I'm near and dear to this land. And I've seen it
 17 raped and tore up. And that makes me sad, and I
 18 feel for the people down in that part of the
 19 county. If they will have to live through what we
 20 did, I want you to remember that, because none of
 21 you live around it. Nor do you probably
 22 anticipate moving next to one. And I don't care
 23 if you've gone out and sat a half hour by one and
 24 thought that it was just fine. It's not. That's

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1 all I have to say.
 2 **MR. FINNIGAN:** Thank you, Mr. Jolly.
 3 That's everyone that's eligible for a closing
 4 statement. At this time I think we're going to
 5 go, there is some questions from board members we
 6 would like to address before we close the meeting.
 7 'Cuz once we close the meeting we can't ask Phil
 8 questions, we can't ask the applicant questions.
 9 So, if you got questions to be asked, we
 10 need to ask them right now. And we'll see if we
 11 can get them addressed before we close the
 12 meeting.
 13 Drake, I think you got a question.
 14 **MR. ZIMMERMAN:** Yes. The big question
 15 here is, we've heard that there are a variety of
 16 road agreements that are out there, and usually
 17 we've stipulated that a condition of getting the
 18 permit is that they worked out a road agreement.
 19 We've heard testimony that the roads are still
 20 torn up and that there's some -- there's misuse
 21 around the road agreements.
 22 How would the zoning board staff want us
 23 to proceed? Who do we talk to about this? Is
 24 this the county engineer who's been there the

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1 whole time or what? In order to make sure that we
 2 don't have any of these issues around the roads,
 3 or if they come up, they get resolved easily?
 4 **MR. FINNIGAN:** You want to address that
 5 question to any particular person like Mr. --
 6 **MR. ZIMMERMAN:** I was thinking about
 7 addressing it to the county engineer, who's there,
 8 I believe. That's who we're talking about.
 9 **MR. FINNIGAN:** We're going to swear you
 10 in, if that's all right.
 11 (Witness sworn.)
 12 **MR. FINNIGAN:** Would you give us your
 13 name and address for the record.
 14 **MR. HOHULIN:** Mr. Stokes and I are
 15 currently going through right now with the road
 16 use agreement for the Sapphire wind project. And
 17 we are doing definitely lessons learned from the
 18 last few wind farms that have been built the last
 19 couple years on several things that need to be
 20 addressed, so we are taking the time to go through
 21 that right now.
 22 **MR. DICK:** Luke, would you please give
 23 your name and spell your name and address for the
 24 court reporter, please.

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1 **MR. HOHULIN:** Yes. It is Luke Hohulin.
 2 H-O-H-U-L-I-N. My address is 306 Heather Drive,
 3 in Hayworth, Illinois. 61745.
 4 **MR. DICK:** Okay. Speak slowly if you
 5 could.
 6 **MR. HOHULIN:** So, like I was saying, we
 7 are going through the road use agreements right
 8 now in the negotiation process, and we are
 9 addressing several of the concerns that have been
 10 brought up during these meetings. And that have
 11 been concerns from the county highway department.
 12 So, we are trying to address them on the
 13 early side, and it is a lessons learned process.
 14 Some issues that we did not have during the Bright
 15 Stalk wind farm we had during the Blooming Grove
 16 wind farm construction. So each one of these is a
 17 unique character to address really.
 18 **MR. ZIMMERMAN:** What we're trying to do
 19 is make sure we're not causing any problems so we
 20 get in front of them. So if the roads are torn
 21 up, we assume on the board that the agreement has
 22 been reached with the road commissioner, that the
 23 road is going to be replaced before the road
 24 commissioner probably would sign off. And

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1 therefore, the permits would not be issued until
 2 the road commissioner signs off. I think that's
 3 the process. May I get confirmation of that?
 4 **MR. HOHULIN:** So, the developer
 5 pulverizes the roads for construction purposes.
 6 And then they are left gravel during construction.
 7 They are put back during the post-construction
 8 phase. So after the windmills have been erected.
 9 Then they are replaced back to an oil and chip
 10 surface, or a paved surface, depending on what the
 11 original condition was.
 12 **MR. ZIMMERMAN:** Okay. And you got to
 13 tear up the roads in order to get trucks across
 14 it, I take it? And then they replace the roads.
 15 So, is there a requirement that the roads are put
 16 back in as good or better condition than they
 17 started?
 18 **MR. HOHULIN:** Yes. Yes. So, a lot of
 19 the destruction of the roads occurs due to the
 20 fact that the roads can not handle the repetitive
 21 trucks that go. So they need to build up the
 22 structure of the -- especially the township roads.
 23 They pulverize them and typically add gravel.
 24 Then once they do that, during the

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1 post-construction phase then we go back in and put
 2 it back to an oil and chip road, which would
 3 typically be better than what was there because we
 4 can address slope issues; with the additional
 5 gravel, it has a better foundation than what it
 6 had before.
 7 So, and the road commissioners do have
 8 to sign off on the roads prior to the post
 9 construction contractor, before they oil and chip.
 10 **MR. ZIMMERMAN:** Okay. So, the next
 11 question, the other main question I have is that
 12 we've heard testimony that some of the trucks
 13 going over the ground have disrupted tiling. And
 14 that the tiles will then be broken later, and in
 15 one case somebody testified that there's mud
 16 backing up into their house.
 17 How, what is the mechanism that the
 18 companies have to repair whatever tile damage that
 19 might have been done? What if the tile damage
 20 doesn't show up until months or even years later,
 21 so it's a little different trajectory for doing
 22 that. So this might be more towards Phil? Or
 23 Phil, who would you have us address that question
 24 to?

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1 **MR. HOHULIN:** I guess I can speak a
 2 little bit to the tile. I know during both the
 3 Bright Stalk wind farm and the Blooming Grove wind
 4 farm the developers had the tiling company follow
 5 like the cable contractor, and so as they were
 6 trenching in through the field, whenever they came
 7 across a tile they repaired it behind the cable
 8 contractor.
 9 I can't speak to whether or not they
 10 fixed every one. But that was kind of the process
 11 that was happening. They actually had a tile
 12 contractor follow the cable contractor during that
 13 operation of construction.
 14 **MR. ZIMMERMAN:** Okay. Have you, on
 15 these other farms, and with this much larger set
 16 of experiences, have you had follow on problems
 17 where the tiles don't get repaired sufficiently
 18 where there's an additional problem later?
 19 **MR. HOHULIN:** I have not been made aware
 20 of any of those situations. But, if it's not
 21 directly related to the county highway, it would
 22 probably go through the road commissioner.
 23 **MR. ZIMMERMAN:** Okay.
 24 **MR. HOHULIN:** Might not be made aware of

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1 those.
 2 **MR. ZIMMERMAN:** Okay. We hope that they
 3 repair it. And it's good. But, I was wondering,
 4 if you haven't heard about it, that's possibly a
 5 good sign. Or it's a better sign than nothing, I
 6 suppose. Those were my main questions. We want
 7 to make -- I feel like I want to make sure we're
 8 not doing irreparable damage to the community and
 9 the land.
 10 **MR. FINNIGAN:** Mr. Hohulin, do you have
 11 the township involved in your discussion with the
 12 road agreements?
 13 **MR. HOHULIN:** So, I have reached out to
 14 the road commissioners, so typically the
 15 negotiations are separate. We use the State's
 16 Attorney's office to help with negotiations of
 17 county roads. And then the townships have their
 18 own counsel. And then we are in direct
 19 communication with the townships as far as if they
 20 have engineering questions or anything that we can
 21 help assist them on during the negotiation
 22 process.
 23 **MR. FINNIGAN:** Would the road agreement
 24 that you're working on now involve watering the

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1 white rock to keep the dust down or using some
 2 kind of an agent that would help?
 3 **MR. HOHULIN:** Yes. That is one of the
 4 items that we are trying to address in this road
 5 use agreement.
 6 **MR. FINNIGAN:** Thank you.
 7 **MS. NOVOSAD:** Who makes the decision? I
 8 mean, first of all in repairing the roads, is it
 9 county personnel that is actually doing the road
 10 work even though it's a township road? Or who
 11 actually does the work to repair the road?
 12 **MR. DICK:** That was Ruth Novosad.
 13 **MR. HOHULIN:** Pardon?
 14 **MS. NOVOSAD:** This is Ruth Novosad. And
 15 I guess this is for Mr. Hohulin.
 16 **MR. HOHULIN:** So, the first part of the
 17 question, the road commissioners during the
 18 negotiation process of the road use agreement put
 19 together what they want for the proposed post
 20 construction improvements. So typically it's an
 21 oil and chip in three layers, called an A3. And
 22 then a subsequent oil and chip layer on year two
 23 post construction and year three.
 24 And then that is actually we at the

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1 county gather the proposal documents for the post
 2 construction work, and then do our normal county
 3 bidding process to bid the work out so contractors
 4 who did that oil and chip work can bid on that
 5 construction project.
 6 **MS. NOVOSAD:** So the responsibility to
 7 get, I mean, to coordinate and get the bids, and
 8 it's not necessarily Invenergy; it's the township
 9 and the county kind of take over that
 10 responsibility and facilitate those repairs, is
 11 that correct? And they just sort of bill
 12 Invenergy?
 13 **MR. HOHULIN:** With the way these two
 14 previous road agreements have been with Blooming
 15 Grove and Bright Stalk wind farm, yes. The
 16 developer pretty much finances the construction,
 17 post construction project, and then the county and
 18 the townships work together to put it out for bid,
 19 and to oversee the construction.
 20 **MS. NOVOSAD:** 'Cuz I'm trying to -- I
 21 can't quite understand why the roads have not been
 22 repaired and brought back to a preconstruction
 23 condition if the county and the townships are
 24 involved in that work. And they're just, they

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1 facilitate the work and Invenergy pays for or the
 2 developer pays. Do you understand my question?
 3 **MR. HOHULIN:** I believe so. So, part of
 4 that is the contractor's schedule. Once we bid
 5 out the work, typically we have completion dates
 6 on our projects. And so the contractor fits in
 7 the work as their schedule allows.
 8 And I know right now they have been
 9 doing oil and chip work for the finished
 10 construction as the oil and chip work for the
 11 north half of the county for the township side or
 12 the MFT; motor fuel tax. So they have been doing
 13 that. They also have the Bright Stalk A1, the oil
 14 and chip for the post construction wind farm work.
 15 And they also have the Blooming Grove.
 16 So, on their behalf there's a lot of
 17 moving parts there, and that's just work within
 18 our county. They also have work in other counties
 19 too. So, we are kind of at their schedule when it
 20 comes to construction. So, if they fit the work
 21 in by our completion date, everything is
 22 acceptable to us. I don't know if there's a
 23 different way to speed this up as far as making
 24 the roads better. Especially during the first

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1 year of post construction work because the way we
 2 set up on the township side, is they repulverize
 3 the roads, and then they do the three layers of
 4 oil and chip. And the process just takes some
 5 time to do, especially with the footprint being
 6 over 40 miles of township roads.
 7 **MS. NOVOSAD:** Did I hear correctly that,
 8 I mean have the roads -- so a lot of the work has
 9 not been done just because of timing and getting
 10 the necessary bids and what have you; but, has
 11 there ever been a situation where Invenergy has
 12 not, or the roads have not been completely
 13 finished the way they're supposed to? With the
 14 exception of roads that are currently being worked
 15 on?
 16 **MR. HOHULIN:** During which phase of the
 17 project? During construction of the windmills?
 18 **MS. NOVOSAD:** Yes.
 19 **MR. HOHULIN:** So, during the
 20 construction of the project, there were times
 21 where we did not have a quick turnaround to
 22 address certain safety issues. Dropoffs on the
 23 edge of the roads, and certain things in that
 24 manner.

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1 And like I said earlier, we are trying
 2 to address those in the current road use
 3 agreement.
 4 But, there were times where the
 5 turnaround on Invenergy's side was not impressive.
 6 **MS. NOVOSAD:** Do you require performance
 7 bond or money up front from Invenergy? Is that
 8 part of the road use agreement so that they're
 9 required? We have their money; if they choose not
 10 to cooperate, we can just go ahead and make those
 11 repairs?
 12 **MR. HOHULIN:** In the past there's been
 13 forms of letters of credit for escrow accounts,
 14 yes.
 15 **MS. NOVOSAD:** And that would be part of
 16 the road use agreement going forward for this
 17 project?
 18 **MR. HOHULIN:** The current road use
 19 agreement, we're still working on that. But yes,
 20 we will put in some sort of financial
 21 responsibility like that.
 22 **MS. NOVOSAD:** And one of the witnesses
 23 or one of the presenters mentioned that there's
 24 one road that there's actually gravel in the, I'm

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1 not sure I understood it correctly, but there's
 2 actual gravel in the ditch so that it doesn't
 3 drain properly. And when it rains there's water
 4 on the road. Are you familiar with that
 5 situation?
 6 **MR. HOHULIN:** I don't recall an exact
 7 location on that. But, I know from past
 8 experience on the Bright Stalk wind farm we had
 9 issues to where when the developer added rock to
 10 the road, with all of the truck traffic it pushed
 11 the rock out and in some circumstances went almost
 12 from the flow line of one ditch to the flow line
 13 of another. And we addressed that in the post
 14 construction improvements. So we had the
 15 contractor after post construction remove that and
 16 then put in six inches of dirt on the front slope
 17 of the road.
 18 **MS. NOVOSAD:** Okay. Thank you.
 19 **MR. KURITZ:** This is Mike Kuritz. I
 20 wanted to ask if you have any language, or new
 21 language, if there's anything for policing these
 22 misuses, or I'm searching for the wrong word; I
 23 don't know what I'm trying to say, other than
 24 policing to make sure that they're performing,

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1 that they're taking and fixing the roads when they
 2 get big ruts in them and those type of issues?
 3 And that we have some mechanism to where we can
 4 shut construction down if they're not complying
 5 within the 72 hours?
 6 **MR. HOHULIN:** On the first part of that,
 7 we are looking at doing some violation fines for
 8 noncompliance. And then on the second part I
 9 would have to defer to kind of the State's
 10 Attorney's office for the authority to shut down
 11 the project.
 12 **MS. NOVOSAD:** And that would be a
 13 question --
 14 **MR. KURITZ:** So that's what I need.
 15 **MS. NOVOSAD:** I think we need maybe a
 16 State's Attorney, or is there legal language that
 17 we can put in that the wind farm would not become
 18 operational or we could shut it down if these
 19 remedies are not taken care of?
 20 **MS. VAZQUEZ:** This is Sam Vazquez. So,
 21 as Mr. Hohulin has stated, we are still in the
 22 process of drafting this document. It is fairly
 23 lengthy. If that is something that the ZBA really
 24 recommends to put in there, we can put that in, or

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1 add that to the negotiation process. But at this
 2 point in time there's nothing finalized for the
 3 current agreement.
 4 **MR. KURITZ:** Does this board have that
 5 authority to make this happen? I mean, do we have
 6 the authority to stop the contractor or stop the
 7 construction?
 8 **MS. VAZQUEZ:** Once that contract is
 9 finalized, I don't think this board has the
 10 authority to do anything. I think that we could
 11 take the suggestions into account during the
 12 negotiation phase. But, once this contract is
 13 finalized, it can be enforced by the State's
 14 Attorney's office at that time if need be.
 15 **MS. NOVOSAD:** So the State's Attorney's
 16 office is assisting with this agreement, but it
 17 seems to me like it's even at a higher level than
 18 just the road use agreement; I mean, I think that
 19 we've heard various comments from concerned
 20 citizens that there's no recourse. That Invenergy
 21 just kind of walks away, or they already sold
 22 projects, and I know that the contracts inure to
 23 the new owner. But enforcement is a key issue
 24 here.

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1 So, how do we insure that the contract
 2 is enforceable? And is that -- I don't think
 3 that's the zoning board's responsibility. But, I
 4 think that's a missing piece.
 5 **MR. HOHULIN:** From my understanding, and
 6 Ms. Vazquez can correct me if I'm wrong, I believe
 7 that these road use agreements carry forward; if
 8 Invenergy decides to sell the project, it would
 9 carry on to the new owner. And so whatever is
 10 agreed upon, would go forward to the new owner.
 11 **MS. NOVOSAD:** But I think we're
 12 questioning language; where would you, how would
 13 you, and probably this is a question for the
 14 State's Attorney's office. How would you
 15 structure an agreement that if they did not
 16 respond to telephone calls in 72 hours, if they
 17 did not repair the roads correctly, that the
 18 project would stop. I mean, the wind energy farm
 19 would cease operation.
 20 **MS. VAZQUEZ:** So, if we were to add some
 21 provision like that, we would take it under the
 22 normal negotiation process, present it to
 23 Invenergy. Once we have an agreement between us,
 24 then we would make a recommendation to the proper

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1 committee and the proper board first. So that's
 2 the oversight process for that language. At this
 3 time we can't present you with any language
 4 because the negotiations aren't finished.
 5 We don't have any authority to enter
 6 into the agreement without, and that's the board.
 7 We just try to negotiate as best we can and make a
 8 recommendation. And we can take your
 9 recommendations as to provisions that you would
 10 like to see during this process.
 11 **MS. NOVOSAD:** Well, I think that's what
 12 we're struggling with. That where we're charged
 13 with approving a special use permit, but on the
 14 surface that might be a reasonable thing to do,
 15 but if there isn't a viable road use agreement,
 16 and if there isn't a viable enforcement agreement
 17 in place, then maybe approving a special use
 18 permit is not appropriate. So, I mean, there's
 19 kind of a Catch 22 there.
 20 **MS. TURNER:** This is Julia Turner. Mr.
 21 Hohulin, have you ever felt the need for the
 22 ability to shut down a project due to road issues?
 23 **MR. HOHULIN:** Um, to shut down the whole
 24 project? No. I think one of the biggest issues

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1 we ran into last year during the Blooming Grove
 2 wind farm was -- so the contractor, the developer
 3 added rock to the road. And it was in the plans
 4 for the developer to put a dirt wedge on the side
 5 of the road to hold in that rock and to prevent a
 6 dropoff. And the time it took to get that dirt
 7 installed was unreasonable.

8 And so that became a safety concern, and
 9 then we are trying to address that in the current
 10 road use agreement negotiations.

11 **MS. TURNER:** So currently your recourse
 12 would be to shut down the road if it's a safety
 13 issue? You have that within your -- obviously no
 14 one can take that away from you? You guys can
 15 shut down a road if it's unsafe?

16 **MR. HOHULIN:** That is correct. And that
 17 goes for the township roads as well. They have
 18 authority to, if it's deemed hazardous to the
 19 traveling public, they could close the road.

20 **MR. KURITZ:** As far as the zoning office
 21 on any project, not just this wind farm, if we
 22 find someone, if they will find someone is in
 23 violation of provisions of the special use permit,
 24 do they currently have the right to shut down

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1 their project?

2 **MR. DICK:** We really don't have the
 3 authority to shut down a project unless they have
 4 presented us with something to get the permit that
 5 was untrue or illegal. We have a much better
 6 opportunity to work with the township road
 7 commissioners if the road commissioners work out a
 8 reasonable road use agreement, and have their own
 9 stop work order to do with that.

10 For example, there was that jump bridge
 11 that Mr. Killian was talking about, 2700 North
 12 Road. That road could have very easily been shut
 13 to concrete trucks, which is what was needed to be
 14 done to stop that problem.

15 But, I think that Mr. Hohulin is working
 16 with the township road commissioners to have such
 17 a road use agreement that holds up on itself
 18 rather than on us to close the project down
 19 because a road commissioner tells us we need to do
 20 that. It just puts us in a terrible situation.
 21 We don't know whether or not this is a reasonable
 22 thing to do that this road commissioner is doing
 23 or not. We don't know that the \$170,000 that he's
 24 charging the developer is correct or not. It's

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1 just not part of our review process. And it opens
 2 us up to legal liability that may be very
 3 difficult for us to defend.

4 **MS. TURNER:** This is Julia Turner. In
 5 addition to that, I think we all need to think
 6 about, or I guess I should ask the assistant
 7 State's Attorney. What's the likelihood that
 8 someone you're negotiating with would agree to a
 9 clause like that?

10 **MS. VAZQUEZ:** I suppose that's
 11 impossible to say. We don't have any current
 12 contracts that I can think of that name us as a
 13 third party beneficiary to someone else's
 14 contract. And that's basically what this kind of,
 15 what that would lead to. And in any department, I
 16 can't think of any contract that that would be the
 17 case.

18 **MS. TURNER:** I'm hearing you say that
 19 it's unlikely that the county would -- well, it
 20 would be a difficult thing to negotiate and to get
 21 through and to work with as legal counsel.

22 **MS. VAZQUEZ:** So, to be a third party
 23 beneficiary we would have to basically insert
 24 ourselves in someone else's contract, as opposed

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1 to their coming into our contract. We can put
 2 ourself -- we can put whatever we need to put in
 3 our own. But, we're not really involved in the
 4 other party's. And to my knowledge, we haven't
 5 been invited to be involved.

6 And if we were, then that would be
 7 something that the, you know, a little bit above
 8 me would decide if that's possible. And I mean
 9 that to say, the elected members would have to
 10 make that decision.

11 **MR. GRIFFIN:** Mr. Chairman, am I
 12 permitted to add anything to this discussion?

13 **MR. FINNIGAN:** You want to add something
 14 to it? Or are you -- nobody has asked you a
 15 question yet.

16 **MR. GRIFFIN:** I understand.

17 **MS. TURNER:** I'll ask; what's the
 18 likelihood that you would be part of something
 19 like that?

20 **MR. GRIFFIN:** And that does relate to my
 21 comment. The county does have inherent authority
 22 to issue stop work orders when construction is
 23 being done improperly, or not within the
 24 requirements of the permit.

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1 So, the county does have that authority
 2 to issue stop work orders. And I'm sure they have
 3 in the past on different types of construction.
 4 So that is an inherent authority the county has in
 5 its possession.
 6 **MR. BANGERT:** I'm going to jump in here.
 7 Brian Bangert. Mr. Hohulin, are we missing
 8 anything when it comes to the roads in general?
 9 Like, is there a better way to route these roads
 10 where we could condition the roads ahead of
 11 construction instead of after construction? I
 12 realize we're not comparing apples to apples here
 13 when I say that when a gravel pit is seeking to
 14 be, or seeking a permit to start, they have to
 15 have a suitable road to use before they can
 16 operate. Is there any merit to that type of
 17 discussion, do you feel?
 18 Another piece to this, and I don't want
 19 to forget this so I'll come back to it later is,
 20 are we missing a piece when it comes to
 21 decommissioning? Because we have to have this
 22 heavy traffic over these roads again. So, let me
 23 come back to that. Answer the first part if you
 24 can at first.

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1 **MR. HOHULIN:** The White Oak wind farm,
 2 that one the roads were paved before construction
 3 of the wind farm was being built. So it is
 4 possible. But that is kind of the approach and an
 5 agreement of the road use agreement between the
 6 county, townships and the developer.
 7 Furthermore, it also depends on what is
 8 called the traffic or transportation impact
 9 analysis. And that's where an engineering firm
 10 goes out and looks at all these roads and then
 11 runs an analysis based on the projected number of
 12 aggregate trucks and concrete trucks that are
 13 going to be on there, as well as the components.
 14 And then what they need structurally for those
 15 roads. And then they do estimates on whether or
 16 not to upgrade the roads kind of preconstruction
 17 or post construction.
 18 So there's a couple of different
 19 approaches. It really depends on, I would say
 20 kind of where the locations of the turbines are.
 21 And, I mean, these larger turbines, you do have
 22 less of them so there's potentially less roads
 23 being utilized.
 24 However, you'll have typically more

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1 concrete trucks for a bigger foundation so the
 2 loads are kind of separated that way. But there
 3 are two different approaches that can be utilized;
 4 the developer and the county and townships kind of
 5 agree to that.
 6 **MR. BANGERT:** Okay. So what I'm
 7 hearing, it is possible. But it depends on a lot
 8 of variables.
 9 So the other part to this is the
 10 decommissioning. We've seen decommissioning costs
 11 related to these projects. Do any of these
 12 decommissioning costs reflect what damage might be
 13 done to the roads during decommissioning?
 14 **MR. HOHULIN:** I want to say that the
 15 road repairs, and we've already had correspondence
 16 and Mr. Dick has been made aware of this, that
 17 some of the decommissioning costs were a little
 18 light on the road repairs for the decommissioning
 19 costs.
 20 However, we were informed that there is
 21 a section in the decommissioning clause that
 22 states that the repair or the costs will be
 23 reflected kind of, I think it was every five
 24 years, or there's an amount of time that they're

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1 looked at for price comparison. So, I believe
 2 that's been taken care of.
 3 **MR. BANGERT:** Okay. And maybe one that
 4 I should have put in the middle of this
 5 questioning is, during a repair I'm assuming you
 6 have to issue permits for cranes to replace
 7 blades, the nacelles, things like that; those
 8 trucks are typically a lot heavier, so are permits
 9 issued, and do they handle repairs as ongoing? Or
 10 how is that handled?
 11 **MR. HOHULIN:** So, once the wind farm is
 12 in operation, then the permits for a crane or if a
 13 blade gets damaged, needs to be replaced, then
 14 those actually are paid on an annual basis. So,
 15 we use a third party permitting system. So, if
 16 they fill the permit out on line, submit it to us,
 17 and then we would keep track of those loads
 18 throughout the year. And then bill the wind farm
 19 on an annual basis for those permits. So that is
 20 accounted for.
 21 **MR. BANGERT:** Thank you.
 22 **MR. FINNIGAN:** You mentioned on the
 23 White Oak that was done differently. How did that
 24 turn out? Did the roads hold up?

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1 **MR. HOHULIN:** Yes and no. So one of the
 2 problems with paving oil and chip roads is the
 3 edges typically on an oil and chip road tend to
 4 shift over on to the shoulder. So when you pave
 5 on top of that, you don't typically have your full
 6 road base.
 7 And so we did encounter some shoulder or
 8 edge cracking during construction, and even post
 9 construction just under the regular traffic.
 10 **MR. FINNIGAN:** So, in other words, you
 11 would not --
 12 **MR. HOHULIN:** The only thing I would
 13 like to mention for that is hot mix, so that
 14 was -- all those roads on White Oak I believe were
 15 paved hot mix. I don't recall the thickness. But
 16 hot mix roads are typically more expensive to
 17 maintain than oil and chip. And so it does become
 18 more of a financial burden on the townships to
 19 maintain them with hot mix. So, some of the --
 20 some of the roads have been seal coated with oil
 21 and chip just to seal them up for pavement
 22 preservation.
 23 **MR. FINNIGAN:** Well, in your opinion,
 24 you would not recommend doing it that way? Or do

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1 you have an opinion? I mean, I'm not talking
 2 about the hot mix over the oil and chip, I
 3 understand that. But, I just mean, if you do the
 4 whole road beforehand, or wait until later?
 5 **MR. HOHULIN:** I guess there's benefits
 6 to both. One of the benefits to waiting to do the
 7 road improvements post the wind farm being
 8 constructed is if there's any soft spots in the
 9 road, those can be addressed prior to the post
 10 construction improvements. If you, for instance,
 11 pave over an oil and chip road, you have a soft
 12 spot, then you'll repair it with a hot mix patch.
 13 So you'll have joints in your pavement. And
 14 that's just more packs in the road. So there are
 15 benefits to both. But, I really don't have a
 16 personal preference.
 17 **MR. FINNIGAN:** It would seem like it
 18 would solve your dust problem. That's all I was
 19 looking at.
 20 **MR. HOHULIN:** Yes. We have had multiple
 21 discussions on that as well. And we can propose
 22 that within the road use agreement, but the
 23 developer has to agree to do the preconstruction
 24 improvements 'cuz on their end they're looking at

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1 costs. So, and it cost more to do the
 2 preconstruction improvements than the post
 3 construction. That's kind of how they approach
 4 it. But, that's an ongoing negotiation right now.
 5 **MR. FINNIGAN:** If you do it the other
 6 way, and it's just the white rock, what's your
 7 proposal to take care of the dust?
 8 **MR. HOHULIN:** There are different
 9 additives that we have used as dust suppressants
 10 that can be used. And so we're proposing to use
 11 certain ones that the county ourselves have used
 12 to handle dust as far as that goes. And then
 13 during the post construction work the roads would
 14 be pulverized again to mix that material up. And
 15 then oil and chip on top of it.
 16 **MR. FINNIGAN:** But during construction
 17 you have something better than water?
 18 **MR. HOHULIN:** Yes.
 19 **MR. FINNIGAN:** How long does that last?
 20 **MR. HOHULIN:** It depends on which
 21 product. Calcium chloride is one that would last
 22 quite a long time. And so it may only have to be
 23 applied two or three times during construction.
 24 And then there's some other products that we

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1 actually utilize during the Blooming Grove wind
 2 farm that had to be applied approximately every
 3 five to six weeks. And that was dependent on
 4 traffic; cuz it would suppress the dust enough,
 5 but it would wear off based on traffic. And it
 6 was a biodegradable product so between the traffic
 7 and the weather, it would have to be reapplied.
 8 **MS. TURNER:** This is Julia Turner. I'd
 9 like to move on from this topic in that I feel
 10 that we're in pretty good hands with the
 11 expertise. I'm not sure I can add any major
 12 expertise to this, unless we're all looking at
 13 putting something in as a suggestion or -- and I
 14 guess it's a question for the State's Attorney. I
 15 mean, can we do any more than suggest? We can't
 16 mandate that the road agreement contain a certain
 17 product or certain order, can we? Or maybe we
 18 can? I don't know.
 19 **MS. VAZQUEZ:** Strictly speaking, the
 20 contract would be approved with the county board.
 21 So, if something were to be unapproved it would
 22 get rejected there. But, that doesn't mean that
 23 your suggestion won't be taken. I'm just saying
 24 strictly speaking, that's where the authority

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1 lies.

2 **MS. TURNER:** Sure. I understand. That

3 is a very good point. I appreciate you clarifying

4 that. Everything we do is a suggestion.

5 **MR. FINNIGAN:** So did everybody get

6 their questions answered from Mr. Hohulin?

7 **MR. KURITZ:** I did.

8 **MR. FINNIGAN:** Were there any other

9 questions from the board members before we close

10 the meeting?

11 **MS. NOVOSAD:** Well, I'm not sure who to

12 address this too. Maybe to Phil, or is there a

13 county engineer, but there seems to be a

14 disconnect, we've heard repeatedly that the shadow

15 flicker and the sound studies have been done, and

16 they have been done by Invenergy, and Invenergy

17 has hired the experts and done the studies. And

18 the studies are acceptable.

19 But, the disconnect that I see is that

20 the people that actually live among the wind farms

21 complain about shadow flicker and noise. So, is

22 there anything that we can do to independently

23 insure that the shadow flicker and the noise

24 guidelines are met? You know, we kind of talked

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1 about putting a meter on each residence. And are

2 those viable options? Do we need to do an

3 independent study? And like I say, I'm not sure

4 who I'm addressing that question too.

5 **MR. DICK:** That was Ruth Novosad in case

6 you didn't know.

7 **MR. HOHULIN:** This is Luke again,

8 Hohulin. We, at the highway department, do not

9 have that expertise. So there would have to be

10 some sort of independent study to be done to

11 gather that information if the board so chose.

12 **MR. DICK:** I think that to a large

13 extent that's why we bring these, or Invenergy

14 brings these experts here so that we can ask them

15 questions. I don't know that they're dishonest.

16 I believe they are not dishonest. I think they're

17 professionals and they give us accurate

18 information. And they have done accurate testing.

19 They could lose their certifications if they

20 aren't. I don't think it's appropriate for us to

21 hire a sound expert or a property value expert to

22 review their studies.

23 I think that you asking questions of

24 them at this meeting, if you have any concerns

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1 that they're not telling the truth, if you think

2 that they should do more studies, for example,

3 with Blooming Grove and Bright Stalk, they're in

4 the process of doing the studies of these turbines

5 now, and they're in touch with some of the

6 property owners in putting out their testing

7 materials.

8 But, I don't think that Invenergy is

9 paying these folks not to do their job properly.

10 And if you suspect that that's the case, then let

11 me know and we will follow up on it. But, I

12 believe they're honest professionals.

13 **MS. NOVOSAD:** And I would agree. But, I

14 can't overlook that, and we kind of talked about

15 there are people that, if they're opposed to the

16 wind energy turbines, then they're going to come

17 up with negative anecdotes. But, there does seem

18 to be people that truly are impacted by the noise

19 and by shadow flicker.

20 And I guess I have a hard time

21 reconciling the studies that have been done with

22 actual people that are coming forward to say these

23 are problems that we're experiencing. So --

24 **MS. TURNER:** Ruth, the thing I try to

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1 keep in mind is anyone is allowed to pay for a

2 study.

3 **MR. BANGERT:** Ruth, Brian Bangert. I

4 happen to agree with your sentiment because I feel

5 better myself looking at data when I have come

6 across a third party certification. I mean, it's

7 just a lot of professionals have to go through

8 third party certification before they do anything

9 to prove who they are.

10 I will note that in the past we have had

11 discussions about houses that seem to be

12 completely surrounded by these wind towers, and we

13 have in the past also recommended that those

14 towers be pushed back even further for

15 nonparticipating.

16 I mean, looking at these maps, there's a

17 lot more nonparticipating than participating. But

18 they have options, I believe. I mean, this is --

19 it's a big world out there. There are options.

20 So I think that is where we can kind of come in to

21 help out. There is ways around this to help these

22 people. My two cents.

23 **MR. FINNIGAN:** Anybody else have a

24 question they want answered? I don't see anybody.

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1 So, we're at the point where we're going to close
 2 it to public, and I'm not sure if we want to
 3 deliberate on the case tonight. I was thinking if
 4 it would have been nine o'clock, it would give us
 5 an hour, but we can't get done with deliberating
 6 in this case in 30 minutes. So, I would suggest
 7 getting another date, and we'll just do
 8 deliberation. But whatever you guys want to do.
 9 **MR. DEAN:** I would concur with that,
 10 chairman.
 11 **MR. KURITZ:** So would I. Maybe by that
 12 time maybe the road agreements will be negotiated
 13 and we can see what some of those are too.
 14 **MR. FINNIGAN:** Well, my schedule, I
 15 can't do anything next week. I'm going to be
 16 gone. So, Phil has got a date, I think. So it's
 17 going to be the week of the -- I guess we shoot
 18 for the 22nd.
 19 **MR. PETERSON:** What happened to July
 20 6th?
 21 **MR. DICK:** July 6th is the next
 22 regularly scheduled meeting. But if you wanted to
 23 have a special meeting to discuss this, since the
 24 chairman is gone the week of the 14th, what date,

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1 and this room is available the 21st, 22nd and 23rd
 2 and 24th, which is Monday through Thursday,
 3 Tuesday would be the 22nd. This room is available
 4 at that time. The question is, are you available?
 5 **MS. TURNER:** I'm available on that date.
 6 **MR. DEAN:** This is Rick Dean. I'm
 7 available on that date. Do you have a really big
 8 agenda on the 6th, Phil?
 9 **MR. DICK:** We don't have anything on the
 10 agenda yet. The deadline is next Monday.
 11 **MR. DEAN:** Okay.
 12 **MR. KURITZ:** This is Mike Kuritz. I'm
 13 available on the 22nd.
 14 **MS. NOVOSAD:** And I'm available.
 15 **MR. FINNIGAN:** If we could do it on the
 16 22nd, we get this part, if we can get it done in
 17 one night, which I think we probably can. Even if
 18 we don't have anything scheduled for the 6th, it's
 19 just one day. So it's either the 22nd or the 6th.
 20 If we can do it on the 22nd, everybody is
 21 available, let's try for that.
 22 **MS. NOVOSAD:** I'm available.
 23 **MR. DICK:** Let me just read your names,
 24 and you say yes or no, okay. Please? Brian

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1 Bangert.
 2 **MR. BANGERT:** Yes.
 3 **MR. DICK:** Michael Kuritz.
 4 **MR. KURITZ:** Yes.
 5 **MR. DICK:** Rick Dean.
 6 **MR. DEAN:** Yes.
 7 **MR. DICK:** Julia Turner.
 8 **MS. TURNER:** Yes.
 9 **MR. DICK:** Ruth Novosad.
 10 **MS. NOVOSAD:** Yes.
 11 **MR. DICK:** Jim Finnigan.
 12 **MR. FINNIGAN:** Yes. So if everybody is
 13 in agreement on that.
 14 **MR. ZIMMERMAN:** And Drake Zimmerman, I'm
 15 available too.
 16 **MR. FINNIGAN:** We couldn't see you; we
 17 didn't know you were there. At this point I think
 18 we're going to -- this is a question. Do you want
 19 to come in person? 'Cuz this is important. And
 20 not that we don't see you, but I think there's no
 21 reason why you couldn't come unless you decide
 22 you're not comfortable with that. But, I think we
 23 could discuss the case a lot better if we were all
 24 looking at each other.

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1 **MS. TURNER:** I agree, chairman. Julia
 2 Turner.
 3 **MR. KURITZ:** Mike Kuritz agrees.
 4 **MS. NOVOSAD:** I would agree. Ruth
 5 Novosad agrees.
 6 **MR. ZIMMERMAN:** Drake Zimmerman agrees.
 7 **MR. DEAN:** Yeah, that would be fine with
 8 Rick too.
 9 **MR. FINNIGAN:** All right. We will just
 10 meet in person. And I think I would feel a lot
 11 better about it. I think everybody would. So we
 12 are going to reconvene. We're going to recess and
 13 reconvene at 7 o'clock on the 22nd of June in this
 14 room. Do we need a vote for that? We didn't have
 15 a vote last night. Okay. I think we're set to
 16 go.
 17 **MS. TURNER:** Mr. Chairman, it's Julia
 18 Turner. Just to clarify for our audience, even
 19 though we will be in person, it will still be
 20 shown virtually, correct?
 21 **MR. FINNIGAN:** Yes. And I don't know
 22 how many people, we don't turn anybody away.
 23 **MR. DICK:** We wouldn't do a link 'cuz we
 24 would have no participation that way. It would be

1 on YouTube.

2 **MR. ZIMMERMAN:** The other thing is that
3 people at that junction aren't going to be able to
4 add any information. It is just the board
5 discussing things.

6 **MR. FINNIGAN:** That is correct. As long
7 as we don't reopen the meeting, which I don't
8 intend to do. That's why we do these question
9 tonight and try and get our questions answered,
10 and you understand we can't ask Phil questions.
11 We can talk amongst us unless we all decide that
12 we want to open the meeting. But that changes
13 everything. So --

14 **MR. ZIMMERMAN:** So your intention is not
15 to reopen the meeting?

16 **MR. FINNIGAN:** That's correct.

17 **MR. ZIMMERMAN:** We want to make sure
18 that the people listening and watching and
19 participating are not showing up thinking that
20 they can add a lot of information; add any
21 information.

22 **MR. FINNIGAN:** The meeting part is
23 closed.

24 **MR. ZIMMERMAN:** Right. That's what I

1 STATE OF ILLINOIS)
2 COUNTY OF CHAMPAIGN) SS

3 I, DEANN K. PARKINSON, a Notary Public
4 in and for the County of Champaign State of
5 Illinois, do hereby certify That the foregoing
6 hearing was taken on June 9, 2021.

7 That said hearing was taken down in
8 stenographic notes and afterwards reduced to
9 typewriting under my instruction and said
10 transcription is a true record of the testimony
11 given.

12 I do hereby certify that I am a
13 disinterested person in this cause of action; that
14 I am not a relative of any party or any attorney
15 of record in this cause, or an attorney for any
16 party herein, or otherwise interested in the event
17 of this action, and am not in the employ of the
18 attorneys for either party.

19 In witness whereof, I have hereunto set
20 my hand and affixed my notarial seal June 21,
21 2021.

22 _____
23 DEANN K. PARKINSON, CSR
24 NOTARY PUBLIC

1 wanted to underline.

2 **MS. NOVOSAD:** Just one more little
3 comment. There was a brief mention that if we
4 met, then we would have more information about the
5 road use agreement. But that really isn't
6 appropriate to talk about or present since the
7 meeting is closed. Correct?

8 **MR. FINNIGAN:** This is what you can do.
9 I already asked my counsel. We can open the
10 meeting up for one particular thing. So if we
11 have a question and we don't think we have got an
12 answer, we can open the meeting up, we can only
13 talk about the thing that we opened it up for. So
14 if you have a question you don't feel like you've
15 got answered, we can do something about it. But,
16 let's just deal with it as it comes. Okay.
17 Thanks everybody for coming.

18 (The time is 9:34 p.m.)

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