

CASE NO. 696-S-11

SUPPLEMENTAL MEMORANDUM

September 29, 2011

Champaign
County
Department of

PLANNING &
ZONING

Brookens
Administrative Center
1776 E. Washington Street
Urbana, Illinois 61802

(217) 384-3708

Petitioners: California Ridge Wind Energy LLC and the participating landowners listed in the attached legal advertisement. California Ridge Wind Energy LLC is wholly owned by Invenergy Wind North America LLC, One South Wacker Drive, Suite 1900, Chicago, IL 60606, with corporate officers as listed in the attached legal advertisement.

Request: Authorize a Wind Farm which consists of 30 Wind Farm Towers (wind turbines) in total with a total nameplate capacity of 48 megawatts (MW) of which 28 Wind Farm Towers with a total nameplate capacity of 45 MW are proposed in Compromise Township (Part A) and 2 Wind Farm Towers with a total nameplate capacity of 3 MW are proposed in Ogden Township (Part B), and including access roads, wiring, and public road improvements, and including the waivers of standard conditions in Section 6.1.4 as listed in the attached legal advertisement.

Location: In Compromise Township the following sections are included with exceptions as described in the attached legal advertisement:

- Sections 19, 20, 21, 28, 29, 30, 31, 32, and 33 of T21N, R14W of the 2nd P.M.,
- Sections 24, 25, and 36 of T21N, R10E of the 3rd P.M.,
- Fractional Sections 30 and 31 of T21N, R11E, of the 3rd P.M.

In Ogden Township the following sections are included with exceptions as described in the attached legal advertisement:

- Fractional Section 6, T20N, R11E of the 3rd P.M.,
- Fractional Sections 4, 5, 6, and 7 of T20N, R14W of the 2nd P.M.,
- Sections 8, 9, and 16 of T20N, R14W of the 2nd P.M.

Site Area: Approximately 10,193 acres

Time Schedule for Development: Fall 2011

Prepared by: John Hall
Zoning Administrator

STATUS

This case was continued from the September 8, 2011, meeting.

A letter has been received dated September 23, 2011, from Attorney Glenn Stanko on behalf of Mary L. Mann, 2778 CR2500N, Penfield. See Attachment B and the brief discussion below.

The State's Attorney received a Revised Reclamation Agreement late in the afternoon of September 28, 2011. It is not known if the State's Attorney will have adequate time for review prior to the meeting.

The petitioner has stated a preference to proceed with waiver #6 regarding Township road Agreements and waiver #10 regarding the Reclamation Agreement. See the Revised Table of Required Waivers and the Draft findings (see Attachments E and F).

The petitioner has also requested revisions to the proposed special conditions of approval and since all conditions have to be agreeable to the petitioner, revised special conditions of approval are also attached. See Attachment G.

New evidence was received late this afternoon and is also attached.

A Preliminary Summary of Evidence, Finding of Fact, and Final Determination is also attached. If the Board approves of the Summary of Evidence and needs no other evidence the Preliminary Summary of Evidence, Finding of Fact, and Final Determination could be acted upon.

REQUEST BY MARY MANN

The letter from Attorney Glenn Stanko asks for specific locational dimensions for any wind turbine located within 2,500 feet of a principal building of a non-participating property owner and for the location to be required as shown on the approved site plan which at this time would be the Parcel Status Summary Map with Setbacks, California Ridge Wind Energy Center, Champaign and Vermilion Counties, Rev. 07, dated August 25, 2011, received August 25, 2011.

The request by Attorney Stanko is more restrictive than the special condition that was proposed in the September 22, 2011, Supplemental Memorandum. Changes have also been requested to the special condition by the petitioner. See Attachment G.

REVISED RECLAMATION AGREEMENT

The State's Attorney received a Revised Reclamation Agreement late in the afternoon of September 28, 2011. It is not known if the State's Attorney will have adequate time for review prior to the meeting.

DRAFT CONDITION ADVERTISING COMPLAINT HOTLINE PHONE NUMBER ATTACHMENTS

A special condition is proposed to address the concern of Ms. Sims regarding publicizing the complaint hotline phone number.

ATTACHMENTS

- A Public Notice (modified legal advertisement) for Case 696-S-11 Parts A and B dated August 17, 2011
- B Letter dated September 23, 2011, from Attorney Glenn Stanko on behalf of Mary L. Mann, 2778 CR2500N, Penfield
- C REVISED Draft Reclamation Agreement received September 28, 2011 (included separately)
- D REVISED Assessment of Compliance with 6.1.4 P. Standard Condition for Decommissioning Plan and Site Reclamation Agreement
- E REVISED Table of Required Waivers
- F Draft Findings for Waiver #6 regarding Township road agreements and Waiver #10 regarding the Reclamation Agreement
- G Revised Draft Special Conditions of Approval
- H Map of Conservation Recreation Zoning District and Incorporated Municipality Setback Compliance received September 29, 2011
- I Letter from Marvin Johnson, Compromise Township Highway Commissioner, and Greg Frerichs, Ogden Township Highway Commissioner
- L Preliminary Summary of Evidence, Finding of Fact, and Final Determination (included separately)

PUBLIC NOTICE OF PUBLIC HEARING IN REGARD TO A COUNTY BOARD SPECIAL USE PERMIT UNDER THE PROVISIONS OF THE CHAMPAIGN COUNTY ZONING ORDINANCE

CASE: 696-S-11

California Ridge Wind Energy LLC and the participating landowners listed below have filed a petition for a Special Use Permit under the provisions of the Champaign County Zoning Ordinance on property in unincorporated Champaign County. The petition is on file in the office of the Champaign County Department of Planning & Zoning, 1776 East Washington Street, Urbana, IL.

California Ridge Wind Energy LLC is wholly owned by Invenergy Wind North America LLC, One South Wacker Drive, Suite 1900, Chicago, IL 60606, with President, Michael Polsky; Vice President, James Murphy; Vice-President, Bryan Schueler; Vice-President, James Shield; Vice-President, Kevin Parzyck; Secretary, Joseph Condo, all with offices at One South Wacker Drive, Suite 1900, Chicago, IL 60606.

A public hearing will be held **Thursday, August 25, 2011 at 7:00 p.m.** prevailing time in the Lyle Shields Meeting Room, Brookens Administrative Center, 1776 E. Washington Street, Urbana, IL, at which time and place the Champaign County Zoning Board of Appeals will consider a petition to:

Authorize a Wind Farm which consists of 30 Wind Farm Towers (wind turbines) in total with a total nameplate capacity of 48 megawatts (MW) of which 28 Wind Farm Towers with a total nameplate capacity of 45 MW are proposed in Compromise Township (Part A) and 2 Wind Farm Towers with a total nameplate capacity of 3 MW are proposed in Ogden Township (Part B), and including access roads, wiring, and public road improvements, and including waivers of standard conditions as listed below, on the following properties in Compromise Township (Part A) and Ogden Township (Part B) in Champaign County, Illinois:

PART A COMPROMISE TOWNSHIP

Section 19, T21N, R14W of the 2nd P.M., Compromise Township. The Special Use Permit includes all of Section 19, with exceptions. A total of 6 Wind Farm Towers (wind turbines) are proposed in Section 19 as follows:

- 2 Wind Farm Towers are proposed in the Northwest Quarter of Section 19 on a 209.15 acre tract owned by G & E Farms, Inc., POB 35, Gifford, IL 61847-0335;
- 1 Wind Farm Tower is proposed in the Northeast Quarter of Section 19 on a 66 acre tract owned by William Pflugmacher, 333 Eiler Drive, Gifford, IL 61847-9727;
- 1 Wind Farm Tower is proposed in the Northeast Quarter of Section 19 on a 65.63 acre tract owned by Eric Suits, 2655 CR 2600E, Penfield, IL 61862;
- 1 Wind Farm Tower is proposed in the East Half of the Southwest Quarter of Section 19 on a 30 acre parcel owned by Louise Fruhling, 31361 N 750 East Rd, Potomac, IL 61865-6601;
- 1 Wind Farm Tower is proposed in the North Half of the Southeast Quarter of Section 19 on an 80 acre parcel owned by Loretta Fruhling/ Fruhling Family Trust, 388 Gibbs Drive, Rantoul, IL 61866

Other participating landowners in Section 19 are the following:

John Fruhling, 2499 CR 2600N, Penfield, IL 61862

Roy and Barbara Johnson, 2640 CR 2500E, Penfield, IL 61862
Robert and Dorene Pflugmacher, 866E CR 2250N, Ogden, IL 61859-9602
Greg Frerichs, 2506 CR2300N, Ogden IL 61859

Section 20, T21N, R14W of the 2nd P.M., Compromise Township. The Special Use Permit includes an 80 acre tract of land in the West Half of the Northwest Quarter of Section 20 and an 80 acre tract of land in the South Half of the Southwest Quarter of Section 20 and a 157.98 acre tract of land in the Southeast Quarter of Section 20. Participating landowners in Section 20 are the following:

Michael Babb, 2635 CR 2700E, Penfield, IL 61862
Marsha Gates, POB 704, Tolono, IL 61880
G & E Farms, Inc., 502 S. Main St. POB 35, Gifford, IL 61847-9713

Section 21, T21N, R14W of the 2nd P.M., Compromise Township. The Special Use Permit includes the Southwest Quarter of Section 21. Participating landowners in Section 21 are the following:

Derald and Florene Ackerman, 519 South Main Street, Gifford, IL 61847-9713
Kenneth and Rosetta Suits, 2738 CR 2600N, Penfield, IL 61862
Rosetta Suits, 2738 CR 2600N, Penfield, IL 61862

Section 24, T21N, R10E of the 3rd P.M., Compromise Township. The Special Use Permit includes the South Third of the Northwest Quarter and the Southwest Quarter. Participating landowners in Section 24 are the following:

Derald and Florene Ackerman, 519 South Main Street, Gifford, IL 61847-9713
Kenneth and Rosetta Suits, 2738 CR 2600N, Penfield, IL 61862

Section 25, T21N, R10E of the 3rd P.M., Compromise Township. The Special Use Permit includes all of Section 25 with exceptions. A total of 2 Wind Farm Towers (wind turbines) are proposed in Section 25 as follows:

- 2 Wind Farm Towers are proposed on an 80 acre parcel in the South Half of the Southeast Quarter of Section 25 on land owned by the Mary Ruth Elfe Revocable Trust and Charlotte R. Van Blokland Trust, aka Tate Farm #3/Busey Ag Services, 3002 West Windsor Road, Champaign, IL 61822

Other participating landowners in Section 25 are the following:

Russell and Marilyn Buhr, 2594 CR 2300E, Gifford, IL 61847-9740
Vernon and Wilma Buhr, 2152 CR 2400N, St. Joseph, IL 61873
Luella Busboom, 2258 CR 2500N, St. Joseph, IL 61873
Maury Busboom, POB 131, Royal, IL 61871
Roger and Betty Gronewald, 508 E Main POB 117, Royal, IL 61871
Erna Hinrichs, 1037 Englewood Drive, Rantoul IL 61866
Darrell and Marilyn Mennenga, 5205 Beech Ridge Road, Nashville, TN 37221
David and Danita Uken, 2146 CR 2100N, St. Joseph, IL 61873

Section 28, T21N, R14W of the 2nd P.M., Compromise Township. The Special Use Permit includes all of Section 28 with exceptions. A total of 3 Wind Farm Towers (wind turbines) are proposed in Section 28 as follows:

Attachment A. Public Notice (modified legal advertisement) for Case 696-S-11 Parts A and B
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AUGUST 17, 2011

- 1 Wind Farm Tower is proposed on a 62.54 acre parcel in the Northeast Quarter of Section 28 on land owned by Kenneth Suits, 2738 CR 2600N, Penfield, IL 61862
- 1 Wind Farm Tower is proposed on an 80 acre parcel being the East Half of the Southwest Quarter of Section 28 on land owned by Michael O'Neill, POB 236, Philo, IL 61864
- 1 Wind Farm Tower is proposed on a 70.26 acre parcel in the East Half of the Southeast Quarter of Section 28 on land owned by Roy and Barbara Johnson, 2640 CR 2500E, Penfield, IL 61862

Other participating landowners in Section 28 are the following:

Michelle Babb, 2635 CR 2700E, Penfield, IL 61862

Alice Buck c/o Steve Buck, 609 Bayshore Drive, #9, Ft. Lauderdale, FL 33304

Steve Buck, 609 Bayshore Drive, #9, Ft. Lauderdale, FL 33304

Alice Cain Heirs c/o Steve Cain, POB 103, Philo, IL 61864

Gary Hovel, 2518 CR 2600E, Penfield, IL

Claas Hovel, 2971 CR 2700E, Penfield, IL

Jeffrey Suits, 2703 CR 2500N, Penfield, IL 61862

Union Pacific Railroad, 1400 Douglas, Stop 1640, Omaha, NE 68179

Section 29, T21N, R14W of the 2nd P.M., Compromise Township. The Special Use Permit includes all of Section 29, with exceptions. One Wind Farm Tower (wind turbine) is proposed in Section 29 as follows:

- 1 Wind Farm Tower is proposed on a 75 acre tract in the North Half of the Southeast Quarter of Section 29 on land owned by Velma Werner, 312 Penny Lane, Peotone, IL 60468

Other participating landowners in Section 29 are the following:

Albers Farm c/o Sandra J. King, POB 562, St. Joseph, IL 61872

Dick Albers, POB 213, Royal, IL 61871

Thomas and Patricia Buck, 2321 CR 2900N, Gifford, IL 61847

Bruinius Family Limited Partnership, 7723 W. Stuenkel Rd., Frankfort, IL 60423

Franzen Family Living Trust, 861 CR 900E, Tolono, IL 61880

Edgar and Sharon Hovel, 408 Moraine Dr., Rantoul, IL 61866

Gary Hovel, Trustee, 2518 CR 2600E, Penfield, IL 61862

Kenneth and Rosetta Suits, 2738 CR 2600N, Penfield, IL 61862

Fractional Section 30, T21N, R11E, of the 3rd P.M., Compromise Township. The Special Use Permit includes all of Fractional Section 30, with exceptions. A total of 5 Wind Farm Towers (wind turbines) are proposed in Fractional Section 30 as follows:

- 1 Wind Farm Tower is proposed on a 60.86 acre parcel in the North Half of the South Half of Fractional Section 30 on land owned by Kay and John Fiscus, 105 Thomas Dr., St. Joseph, IL 61873
- 2 Wind Farm Towers are proposed on an 80 acre tract in the Southwest Quarter of Fractional Section 30 on land owned by Annette Brya Edwards c/o Busey Bank Ag Services, POB 107, Leroy, IL 61752
- 1 Wind Farm Tower is proposed on a 62.66 acre parcel in the East Half of Fractional Section 30 on land owned by Marvin and Pamela Ideus, 401 Eden Park Dr., Rantoul, IL 61866

- 1 Wind Farm Tower is proposed on an 80 acre parcel in the Southeast Quarter of Fractional Section 30 owned by Roseann Clifford, 2008 Sunview Dr., Champaign, IL 61821

Other participating landowners in Fractional Section 30 are the following:

Lois and Herbert Frerichs, POB 25, Royal, IL 61871

Alfred and Lorine Ideus, 2124 CR 2400N, St. Joseph, IL 61873

Roy and Barbara Johnson, 2640 CR 2500E, Penfield, IL 61862

Section 30, T21N, R14W of the 2nd P.M., Compromise Township. The Special Use Permit includes all of Section 30 except the Northwest Quarter. A total of 3 Wind Farm Towers (wind turbines) are proposed in this Section 30 as follows:

- 1 Wind Farm Tower is proposed on an 80 acre parcel being the West Half of the Northeast Quarter of Section 30 on land owned by the Michael and Eileen Jarboe Trust, 2792 CR 2400N, Penfield, IL 61862
- 1 Wind Farm Tower is proposed on a 53.33 acre parcel located in the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 30 on land owned by Robert and Dorene Pflugmacher, 866E CR 2250N, Ogden, IL 61859-9602
- 1 Wind Farm Tower is proposed on an 80 acre parcel being the West Half of the Southwest quarter of Section 30 on land owned by Vernon and Wilma Buhr, 2152 CR 2400N, St. Joseph, IL 61873

Other participating landowners in this Section 30 are the following:

John Blue, 2148 CR 2650E, Ogden, IL 61859

Daniel and Amy Cain, 2567 CR 2600E, Penfield, IL 61862

Edgar and Sharon Hovel, 408 Moraine Dr., Rantoul, IL 61866

Evelyn Suits, 2331 CR 2000E, Urbana, IL 61802

Robert and Dorene Pflugmacher, 866E CR 2250N, Ogden, IL 61859-9602

Fractional Section 31, T21N, R11E of the 3rd P.M., Compromise Township. The Special Use Permit includes the North Half of the Fractional Section 31 and the North Half of the Fractional Southwest Quarter of Fractional Section 31 and the East Half of the Southeast Quarter of Fractional Section 31. One Wind Farm Tower (wind turbine) is proposed in Fractional Section 31 as follows:

- 1 Wind Farm Tower is proposed on a 140 acre parcel in the Northeast Quarter of Fractional Section 31 on land owned by Larry Foster, 28012 State Route 49, Armstrong, IL 61812

Other participating landowners in Fractional Section 31 are the following:

Mary Ruth Elfe Revocable Trust and Charlotte R. Van Blokland Trust, aka Tate Farm #3/Busey Ag Services, 3002 West Windsor Road, Champaign, IL 61822

John Blue, 2148 CR 2650E, Ogden, IL 61859

Judith E. Kopmann, POB 7, Royal, IL 61871

Douglas Walker and Susan Kingston, 1111 Stockholm Rd., Paxton, IL 60957

Section 31, T21N, R14W of the 2nd P.M., Compromise Township. The Special Use Permit includes the North Half of Section 31 and the Southwest Quarter of the Southeast Quarter of Section 31. One Wind Farm Tower (wind turbine) is proposed in this Section 31 as follows:

- 1 Wind Farm Tower is proposed on an 80 acre parcel being the East Half of the Northeast Quarter of Section 31 on land owned by the LaVeda Pollack Trust c/o Kalin Kocher, 2455 CR 2600E, Penfield, IL 61862

Other participating landowners in this Section 31 are the following:

Larry Frerichs, 2474 CR 2500E, Penfield, IL 61862

Evelyn Suits, 2331 CR 2000E, Urbana, IL 61802

Carl and Jane Udovich, 3526 Bankview Dr., Joliet, IL 60431

Section 32, T21N, R14W of the 2nd P.M., Compromise Township. The Special Use Permit includes all of Section 32 except a 1.10 acre tract of land located in the West Half of the Northwest Quarter of Section 32. Participating landowners in Section 32 are the following:

Brian Loschen, 2692 CR 2300N, Ogden, IL 61859

Illini FS, Inc., 1509 E. University Avenue, Urbana, IL 61802

Union Pacific Railroad, 1400 Douglas, Stop 1640, Omaha, NE 61879

Wendy M. Heeren Trust, 50 Maywood Dr., Danville, IL 61832

Arnold & Delores Loschen Trusts, 2654 CR 2400N, Ogden, IL 61859

Section 33, T21N, R14W of the 2nd P.M., Compromise Township. The Special Use Permit includes all of Section 33, with exceptions. A total of 3 Wind Farm Towers (wind turbines) are proposed in this Section 30 as follows:

- 1 Wind Farm Tower is proposed on a 40 acre parcel being the Northeast Quarter of the Northwest Quarter of Section 33 on land owned by Robert Long, Pearl St., Bluffs, IL 62621
- 1 Wind Farm Tower is proposed on a 77.04 acre parcel in the West Half of the Northeast Quarter of Section 33 on land owned by Roger N. Carter, 2562 CR 3000N, Penfield, IL 61862
- 1 Wind Farm Tower is proposed on an 80 acre parcel being the East Half of the Northeast Quarter of Section 33 on land owned by Harold and Darlene Hovel, POB 134, Royal, IL 61871

Other participating landowners in Section 33 are the following:

Michael and Eileen Jarboe Trusts, 2792 CR 2400N, Penfield, IL 61862

Thomas and Beverly Lee, 2308 Naples Court., Champaign, IL 61822

Dennis Madigan Living Trust, 18877 Medford, Beverly Hill, MI 48025

Section 36, T21N, R10E, Compromise Township. The Special Use Permit includes all of Section 36 except the South Half of the Northwest Quarter of Section 36 and the Southwest Quarter of Section 36. A total of 3 Wind Farm Towers (wind turbines) are proposed in this Section 30 as follows:

- 1 Wind Farm Tower is proposed on a 70 acre parcel in the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 36 on land owned by Earl and Delores Ideus, 508 N. West St., Gifford, IL 61847
- 1 Wind Farm Tower is proposed on a 50 acre parcel in the North Half of the South Half of the Northeast Quarter of Section 36 on land owned by Royce and Shauna Ideus, 2229 CR 2600N, Gifford, IL 61847
- 1 Wind Farm Tower is proposed on a 157 acre parcel in the Southeast Quarter of Section 36 on land owned by Judith, Leroy and Bonita Kopmann, POB 7, Royal, IL 61871

Other participating landowners in Section 36 are the following:
Leroy and Bonita Kopmann Trust, 117 Susan Drive, Dwight, IL 60420

PART B OGDEN TOWNSHIP

Fractional Section 6, T20N, R11E of the 3rd P.M., Ogden Township. The Special Use Permit includes all of Fractional Section 6 except the Fractional Northwest Quarter of Fractional Section 6 and except the North Half of the Southwest Fractional Quarter of Fractional Section 6 and except the Northwest Quarter of the Southeast Quarter of Fractional Section 6 and except the West Half of the Northeast Fractional Quarter of Fractional Section 6. Participating landowners in Fractional Section 6 are the following:

Delores Ann Harms Trustee, POB 87, Royal, IL 61871
Mildred Hinrichs Trust, c/o Laveda Clem, 1982 CR 2100N, Urbana, IL 61822
Herbert and Betty Osterbur, 302 Benjamin Street, Royal, IL 61871

Fractional Section 6, T20N, R14W of the 2nd P.M., Ogden Township. The Special Use Permit includes all of Fractional Section 6, with exceptions. One Wind Farm Tower (wind turbine) is proposed in Fractional Section 6 as follows:

- 1 Wind Farm Tower is proposed on an 83.84 acre tract of land in the Southwest Quarter of Fractional Section 6 on land owned by Sylvia Flessner-Fulk, POB 837, St. Joseph, IL 61873

Other participating landowners in Fractional Section 6 are the following:

Darrell Bruns, c/o Marlys McCartney, 1113 Ascot Dr., Rantoul, IL 61866
Kristi Bruns, c/o Marlys McCartney, 1113 Ascot Dr., Rantoul, IL 61866
Neil Bruns, c/o Marlys McCartney, 1113 Ascot Dr., Rantoul, IL 61866
Marlys McCartney, 1113 Ascot Dr., Rantoul, IL 61866
Marvin and Bernita Harms Trust, 2592 CR 2145N, St. Joseph, IL 61873
Gene and Deanna Osterbur Irrevocable Trust c/o Julie Carlson, 3828 East Whipporwhill Lane, Byron IL 61010
Reka Sage, 2304A CR 3000N, Apt. 203, Gifford, IL 61847
Wayne and Roxie Sage, 2545 CR 2400N, Ogden, IL 61859

Fractional Section 5, T20N, R14W of the 2nd P.M., Ogden Township. The Special Use Permit includes all of Fractional Section 5, with exceptions. One Wind Farm Tower (wind turbine) is proposed in Fractional Section 5 as follows:

- 1 Wind Farm Tower is proposed on a 78.10 acre parcel in the Fractional North Half of Fractional Section 5 on land owned by Mark Loschen, 2455 CR 2050N, St. Joseph, IL 61873

Other participating landowners in Fractional Section 5 are the following:

Anna Albers, 2304A CR 3000N, Apt. 107, Gifford, IL 61847
Albers Farm c/o Sandra J. King, POB 562, St. Joseph, IL 61872
Douglas Frerichs, 2634 CR 2300N, Ogden, IL 61859
Arnold and Delores Loschen Trusts, 2654 CR200N, Ogden IL 61859
Gene and Deanna Osterbur c/o Julie Carlson, 3828 East Whipporwhill Lane, Byron IL 61010
Wayne and Roxie Sage, 2545 CR 2400N, Ogden, IL 61859
Dan Shearin, 2431 Parklake Drive, Morris, IL 60450

Fractional Section 4, T20N, R14W of the 2nd P.M., Ogden Township. The Special Use Permit includes a 72.8 acre tract of land located in the West Half of the West Half of Fractional Section 4 and an 80 acre tract of land located in the South Half of the Southeast Quarter of Fractional Section 4. Participating landowners in Fractional Section 4 are the following:
Inez K. Britt, 2333 CR 2800E, Ogden, IL 61859
John and Erna Ludwig Living Trusts, c/o Judith Ludwig Gorham, 409 N. Cherry St., Galesburg, IL 61401

Fractional Section 7, T20N, R14W of the 2nd P.M., Ogden Township. The Special Use Permit includes the Northeast Quarter of Fractional Section 7, with exceptions and a 60 acre tract of land in the East Half of the Southeast Quarter of Fractional Section 7. Participating landowners in Fractional Section 7 are the following:
Vernon and Wilma Buhr, 2152 CR 2400N, St. Joseph, IL 61873
Louis and Laverne Osterbur, 2293 CR 2600E, Ogden, IL 61859

Section 8, T20N, R14W of the 2nd P.M., Ogden Township. The Special Use Permit includes all of Section 8 with the exception of 160 acres in the West Half of Section 8 and 60.85 acres in the Southeast Quarter of Section 8. Participating landowners in Section 8 are the following:
Albert J. Franzen, POB 206, Broadlands, IL 61816
John and Erna Ludwig Living Trust, c/o Judith Ludwig Gorham, 409 N. Cherry St., Galesburg, IL 61401
Jillene and Ben Henderson, 2651 CR 2150N, Ogden, IL 61859
Randall and Deanna Loschen, 2629 CR 1800N, Ogden, IL 61859
Union Pacific Railroad, 1400 Douglas, Stop 1640, Omaha, NE 61879

Section 9, T20N, R14W of the 2nd P.M., Ogden Township. The Special Use Permit includes the Northwest Quarter of Section 9 and the Northeast Quarter of the Southeast Quarter of Section 9 and a 100 acre tract of land in the South Half of the Northeast Quarter and the West Half of the West Half of the Southeast Quarter of Section 9 and the East Half of the Southwest Quarter of Section 9. Participating landowners in Section 9 are the following:
Robert Scott Trust and Alsip Family Trust c/o Robert P. Scott, 107 Arrowhead Lane, Haines City, FL 33844
Robert and Joan Sattler Trusts, 207 McKinley, Milford, IL 60953
Busboom Family Trust c/o Glen L. and Billie J. Busboom, 2756 CR 2200N, Ogden, IL 61859

Section 16, T20N, R14W of the 2nd P.M., Ogden Township. The Special Use Permit includes an 80 acre tract of land in the East Half of the Northeast Quarter of Section 16. Participating landowners in Section 9 are the following:
Carol Sage Peak, c/o Helen Green, 206 Ridgeview St., Danville, IL 61832.
Clifford Peak, c/o Helen Green, 206 Ridgeview St., Danville, IL 61832.
Helen Green, 206 Ridgeview St., Danville, IL 61832.

Waivers of standard conditions in Section 6.1.4 are required as follows:

Attachment A. Public Notice (modified legal advertisement) for Case 696-S-11 Parts A and B
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1. Waive the standard condition of 6.1.4 A. 1.(e) that requires the special use permit area to include a minimum of 40 feet wide area for electrical lines
2. Waive the standard condition of 6.1.4 A.2.(b) that requires a wind farm to be a minimum of one mile from the CR District to allow wind farm wiring to be less than one mile from the CR District.
3. Waive the standard conditions of 6.1.4 C.3. and 6.1.4 C.8. that require the application to include copies of all private waivers of wind farm separations.
4. Waive the standard condition of 6.1.4 D. 1 (a) that requires certificates of design compliance from Underwriters Laboratories (“UL”) or equivalent third party.
5. Waive the standard condition of 6.1.4 D.9 that requires wind farm towers to be protected by non-climbing devices 12 feet vertically from the base.
6. Waive the standard condition of 6.1.4 F.1. that requires a signed Roadway Upgrade and Maintenance Agreement prior to the close of the public hearing before the Zoning Board of Appeals.
7. Waive the standard condition of 6.1.4 F.1.u. that requires street upgrades be in accordance with IDOT Bureau of Local Roads manual, 2005 edition.
8. Waive the standard condition 6.1.4 I. 1. that requires the noise level of each wind farm tower and wind farm to be in compliance with the Illinois Pollution Control Board regulations at the residential property line rather than to be compliance just at the dwelling.
9. Waive the standard condition of 6.1.4 J. that requires the application to contain a copy of the Agency Action Report from the Illinois Department of Natural Resources Endangered Species Program.
10. Waive the standard condition of 6.1.4 P.4.(b) that requires the applicant to gradually pay down 100% of the value of the irrevocable letter of credit by placing cash deposits in an escrow account over the first 13 years of the Wind Farm operation.
11. Waive the standard condition of 6.1.4 S.1.(c)(3) that requires that locations of wind turbines for the zoning use permit application cannot increase the noise impact over that approved in the special use permit.

All persons interested are invited to attend said hearing and be heard. The hearing may be continued and reconvened at a later time.

Eric Thorsland, Chair
Champaign County Zoning Board of Appeals

Edward H. Rawles
Also Licensed in Colorado

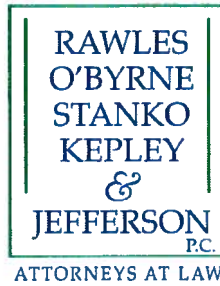
Stephen M. O'Byrne

Glenn A. Stanko

Brett A. Kepley

Timothy S. Jefferson
Also Licensed in Missouri

J. Michael O'Byrne
Of Counsel



Reno & O'Byrne
1952-1962

Reno, O'Byrne
& Kepley
1962-1984

Reno, O'Byrne
& Kepley, P.C.
1984-1994

Rawles, O'Byrne
Stanko & Kepley, P.C.
1994-2005

E-mail Address
gastanko@rosklaw.com

September 23, 2011

Champaign Zoning Board of Appeals
Brookens Administrative Center
1776 East Washington
Urbana, IL 61802

Re: Case No. 696-S-11 (California Ridge Wind Energy Project)

Gentlemen/Ladies:

I write this letter on behalf of Mary L. Mann. She owns 10 acres in Compromise Township in the Southeast Quarter of the Southeast Quarter of Section 28, Township 21 North, Range 14 West. The address of her property is 2778 CR 2500N, Penfield, Illinois 61862. The tax identification numbers of the two parcels comprising her 10 acres are 06-12-28-400-005 and 06-12-28-400-008. Ms. Mann is a non-participating landowner in the California Ridge Wind Energy Project.

The applicant's plans appear to call for two wind farm towers to be constructed near Ms. Mann's residence. One is directly to the north, and the other is to the northwest. Because her property will be significantly impacted by the wind farm and these two wind farm towers in particular, Ms. Mann has some concerns that she would like to have the Zoning Board of Appeals and the County Board address during the special use permit process.

Before any special use permit is granted, the applicant should be required to submit a dimensional site plan for each tower that will be constructed within 2,500 feet of any dwelling or principal building on the land of a non-participating landowner. The dimensional site plan for a tower should show the specific location at which the tower will be constructed, along with the distance from the tower to any dwelling or principal building on the land of a non-participating landowner. In addition, conditions should be imposed as part of any special use permit that would insure that there is adequate oversight to confirm the applicant's compliance with the dimensional site plans.

If there are any site plans showing both the location where the two wind farm towers closest to Ms. Mann's residence will be constructed and the distances between the towers and Ms. Mann's residence, we have not seen them. As I understand it, the two wind farm towers are supposedly going to be a little over 1,500 feet from her home. It also my understanding that this distance could vary within a so-called "125 foot buffer."

While we acknowledge that Section 6.1.4.C.2 of the Champaign County Zoning Ordinance requires a minimum separation of only 1,200 feet (assuming that other conditions are satisfied), we believe that the specific location should be well beyond 1500 feet from Ms. Mann's residence in light of Ms. Mann's belief that the wind farm towers projected to be placed near her residence are closer than those placed near most of the residences of other non-participating landowners in Champaign County. Furthermore, we believe that there should be a commitment by the applicant, in advance, to a specific location. Such an advance commitment is the only way that an adjoining non-participating landowner will know where the neighboring towers will be located before a special use permit is granted. In turn, being informed of the specific location may be important to the adjoining landowner in deciding whether or not to object to the issuance of a special use permit.

Besides a dimensional site plan for each wind farm tower that will be constructed within 2,500 feet of any dwelling or principal building on the land of a non-participating landowner showing (1) the exact location where the tower will be placed, and (2) the distance from the tower to any dwelling or principal building on the land of a non-participating landowner, we believe that the following conditions should be included as part of any special use permit that it is issued:

1. Excavations for individual wind farm towers may proceed only after written approval has been obtained from the Champaign County Department of Planning & Zoning, which approval must state (a) that the Department has inspected the proposed excavation site prior to excavation; (b) that the Department has confirmed that the tower's location will, when constructed, be as shown on the dimensional site plan for that tower; and (c) that the Department has confirmed that the tower's location, when constructed, will be no closer to any dwelling or principal building on the land of non-participating landowners than the distance shown on the dimensional site plan for that tower;
2. Construction of individual wind farm towers may proceed only after written approval has been obtained from the Champaign County Department of Planning & Zoning, which approval must state (a) that the Department has inspected the proposed construction site after the excavation has been completed and the tower foundation or base established; (b) that the Department has confirmed that the tower's location will, when constructed, be as shown on the dimensional site plan for that tower; and (c) that the Department has confirmed that the tower's location, when constructed, will be no closer to any dwelling or principal building on the land of non-participating landowners than the distance shown on the dimensional site plan for that tower;
3. Conditions 1 and 2 above apply to any wind farm tower that will be constructed within 2,500 feet of any dwelling or principal building on the land of a non-participating landowner.

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Thank you for your consideration.

Very truly yours,

RAWLES, O'BYRNE, STANKO, KEPLEY & JEFFERSON, P.C.



Glenn A. Stanko

GAS/jhm

cc: John Hall (via e-mail)
Mary L. Mann

**Attachment D. REVISED Assessment of Compliance with 6.1.4 P. Standard Condition for
Decommissioning Plan and Site Reclamation Agreement**

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Note: this attachment is a revision of the relevant portion of Attachment E to the Supplemental Memorandum dated September 1, 2011. New text is underlined and removed text is indicated with ~~strike out~~.

Compliance with Standard Conditions for a Decommissioning Plan and Reclamation Agreement

Paragraph 6.1.4 P. contains standard conditions for a decommissioning plan and site reclamation agreement for the WIND FARM and modifies and supplements the basic site reclamation requirements in paragraph 6.1.1 A. ~~See the August 25, 2011, Supplemental Memorandum for a general discussion and a required waiver and the Draft Reclamation Agreement attached to the September 1, 2011, Supplemental Memorandum.~~

1. Regarding the proposed Reclamation Agreement:

- (a) No Reclamation Agreement was submitted with the Application on July 1, 2011.
- (b) A Draft Reclamation Agreement was received on August 30, 2011, and forwarded to the State's Attorney for review.
- (c) The State's Attorney review comments were emailed to the petitioner on September 23, 2011.
- (d) A revised Reclamation Agreement was received on September 28, 2011.

The compliance with the Ordinance requirements are reviewed below and an overall summary is provided at the end of this part.

- 2. Subparagraph 6.1.4 P.1. of the Ordinance of the Ordinance requires a signed site Reclamation Agreement conforming to the requirements of paragraph 6.1.1 A. of the Ordinance and the remainder of 6.1.4 P. of the Ordinance. Compliance with the requirements of paragraph 6.1.1 A. of the Ordinance can be summarized as follows:
 - a. Subparagraph 6.1.1A.1. of the Ordinance requires that the Reclamation Agreement shall be binding upon all successors of title to the land. The Reclamation Agreement received on 9/28/11 and the contracts between California Ridge Wind Energy LLC and the landowners firmly binds the landowners to the County.
 - b. Subparagraph 6.1.1A.2. of the Ordinance requires that each landowner shall record a covenant incorporating the provisions of the Reclamation Agreement on the deed of the lot. The recorded easement between California Ridge Wind Energy LLC and each landowner fulfills that requirement.

(Note: an asterisk indicates information that must specifically be considered in the final determination.)

- *c. Subparagraph 6.1.1A.3. of the Ordinance requires separate cost estimates provided by an Illinois Licensed Professional Engineer for removal of above-ground and below-ground portions as identified in subparagraph 6.1.1 A. 4. of the Ordinance that are subject to approval of the Board. Appendix B of the petitioner's Application contains cost estimates

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that are provided by an Illinois Licensed Professional Engineer. Regarding the cost estimates in Appendix B of the petitioner's application that must be approved by the Board:

- (1) It is not clear if the cost estimates include any construction management costs that are likely to be incurred by the County should the County ever undertake decommissioning.
- (2) The costs for removal of the concrete foundation appear to be based on removal to a depth of 36 inches rather than a depth of 48 inches as is required by many Illinois counties.
- (3) No cost appears to be included for the disposal of the WIND TURBINE blades. A brief review of wind farm decommissioning reports available on the world wide web revealed that the October 2008 Decommissioning Report for the Buffalo Ridge II Wind Farm in South Dakota included a cost of \$9,953 per turbine for blade disposal but it is not clear how the size or weight of blades in that wind farm compares to the size or weight of blades in the proposed California Ridge Wind Farm.
- (4) The Decommissioning Plan states that the 2011 cost of erecting a 1.6 MW 100 meter turbine tower, hub, nacelle, and blades is approximately \$98,000 and therefore uses \$98,000 for the cost of removal but there is no detail provided regarding the final disposition of the tower. It is not clear if the estimate includes adequate costs for cutting the tower sections into smaller pieces. The November 2009 Decommissioning Plan for the Ripley-Westfield Wind Farm in Chautauqua County, New York included a cost of \$80,000 for removal of 1.5 MW 80 meter turbine towers by Barnhart Crane & Rigging Company and assumed a dismantle approach to scrapping rather than a demolition approach. A letter from the Barnhart Company included in the Decommissioning Plan stated that a dismantle and scrap project should be "significantly less expensive" than installation and that a demolition approach to removal might have even lower costs.
- (5) The Draft Reclamation Agreement uses a scrap value for steel of \$323 per ton that is the 5-year average as reported by www.Steelonthenet.com and that is lower than the scrap value estimated in Appendix B of the petitioner's Application. Champaign County steel recyclers are currently quoting approximately \$250 per ton for structural steel that is in proper sizes for recycling. Thus, the Draft Reclamation Agreement is proposing a higher scrap steel value than is available locally and there is no discussion of transportation costs to get the scrap to a location paying a higher price.
- (6) The Draft Reclamation Agreement uses the 2009 scrap value for copper that is used in the Decommissioning Report in Appendix B of the petitioner's Application. It is not clear how this value compares to the prices offered by Champaign County recyclers.

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- d. Subparagraph 6.1.1A.5. of the Ordinance requires submission of an irrevocable letter of credit in the amount of 150% of the cost estimated required by 6.1.1A.3. and subparagraph 6.1.4 P.4.a. of the Ordinance increases that to 210%. As reviewed below the Draft Reclamation Agreement received on 9/28/11 is compliant with 6.1.4 P.4.a. and is therefore compliant with 6.1.1 A. 5. of the Ordinance if approved by the Board.
- e. Subparagraph 6.1.1A.6. of the Ordinance establishes a time period prior to the expiration of the irrevocable letter of credit during which the Zoning Administrator shall contact the landowner regarding the intent to renew the letter of credit and the landowner shall reply within a certain amount of time. Paragraph 12 of the Draft Reclamation Agreement received on 9/28/11 complies with 6.1.1A.6. of the Ordinance.
- f. Subparagraph 6.1.1A.7. of the Ordinance establishes 4 factors to be considered in determining if a NON-ADAPTABLE structure (WIND FARM TOWER in this instance) is abandoned in place and 6.1.1 A.9. of the Ordinance establishes 7 conditions when the Zoning Administrator may draw upon the letter of credit and jointly these 11 circumstances comprise when the Zoning Administrator may draw upon the letter of credit. Paragraph (9) of the Draft Reclamation Agreement received on 9/28/11 complies with these 11 circumstances which are as follows (Note that the definition of “abandoned” in the Draft Reclamation Agreement also applies):
- (1) Subparagraph 6.1.1A.7. of the Ordinance establishes the following factors to be considered in making a determination that a NON-ADAPTABLE structure is abandoned in place and these factors include, but are not limited to the following:
- i. the nature and frequency of use as set forth in the application for SPECIAL USE;
 - ii. the current nature and frequency of use;
 - iii. whether the NON-ADAPTABLE STRUCTURE has become a public nuisance, or otherwise poses a risk of harm to the public health or safety;
 - iv. whether the NON-ADAPTABLE STRUCUTURE has been maintained in a manner which allows it to be used for its intended purpose, with no greater effects on surrounding properties and the public as a whole than was originally intended.
- (2) Subparagraph 6.1.1A.9. of the Ordinance establishes the following conditions when the Zoning Administrator may draw upon the letter of credit:
- i. no response is received from the land owner within thirty (30) days from initial notification by the Zoning Administrator;
 - ii. the land owner does not enter, or breaches any term of a written agreement with the COUNTY to remove said NON-ADAPTABLE STRUCTURE as provided in Section 6.1.1C.8. (should be 6.1.1A.8.)of the Ordinance;

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- iii. any breach or performance failure of any provision of the reclamation agreement;
 - iv. the owner of record has filed a bankruptcy petition, or compromised the COUNTY's interest or the letter of credit in any way not specifically allowed by the reclamation agreement;
 - v. a court of law has made a finding that a NON-ADAPTABLE STRUCTURE constitutes a public nuisance;
 - vi. the owner of record has failed to replace an expiring letter of credit within the deadlines set forth in Section 6.1.1C6 of the Ordinance; or
 - vii. any other conditions to which the COUNTY and the land owner mutually agree, as set forth in the reclamation agreement.
- g. Subparagraph 6.1.1A.8. of the Ordinance requires the Zoning Administrator to notify the owner prior to drawing on the performance guarantee. Paragraph (7) of the Draft Reclamation Agreement received on 9/28/11 complies with 6.1.1A.8 of the Ordinance.
- h. Subparagraph 6.1.1A.10. of the Ordinance requires the covenant to be removed from the property within 45 days of the site being restored. Paragraph (9)(e) Draft Reclamation Agreement received on 9/28/11 provides that the special use permit shall expire after the site has been restored but it is not clear when or if the recorded easement between the landowner and California Ridge Wind Energy LLC ever expires.
- i. Subparagraph 6.1.1A.11. of the Ordinance requires the balance of any proceeds remaining after the site has been reclaimed to be returned to the issuer of the credit. Paragraph (9)(e) of the Draft Reclamation Agreement received on 9/28/11 complies with 6.1.1A.11 of the Ordinance.
- j. Subparagraph 6.1.1A.12. of the Ordinance requires a new wind farm owner of record to submit a new irrevocable letter of credit prior to transfer of title and the release of the credit posted by the previous owner thereafter. Paragraph (11) of the Draft Reclamation Agreement received on 9/28/11 complies with 6.1.1A.12 of the Ordinance.
3. Subparagraph 6.1.4 P. 2. of the Ordinance requires that in addition to the costs listed in subparagraph 6.1.1 A. 4. of the Ordinance, the Reclamation Agreement shall also include provisions for anticipated repairs to any public STREET used for the purpose of reclamation of the WIND FARM and all costs related to removal of access driveways. The costs reported in the Decommissioning Report in Appendix B of the petitioner's Application does not include the costs for any street repairs but does include the cost of removal of access driveways. The Decommissioning Estimate attached to the Draft Reclamation Agreement includes a street repair cost of \$25,000 per turbine which is \$750,000 for the entire wind farm.

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4. Subparagraph 6.1.4 P. 3. of the Ordinance requires the Site Reclamation Agreement to also include the following:
- a. Subparagraph 6.1.4 P.3.(a) of the Ordinance requires a stipulation that the applicant shall notify the GOVERNING BODY by certified mail of the commencement of a voluntary or involuntary bankruptcy proceeding, naming the applicant as debtor, within ten days of commencement of the proceeding. Paragraph (17)(a) of the Draft Reclamation Agreement received on 9/28/11 complies with 6.1.4 P.3(a) of the Ordinance.
 - b. Subparagraph 6.1.4 P.3.(b) of the Ordinance requires a stipulation that the Applicant shall agree that the sale, assignment in fact or at law, or such other transfer of Applicant's financial interest in the WIND FARM shall in no way affect or change Applicant's obligation to continue to comply with the terms of this Agreement. Any successor or assignee shall assume the terms, covenants and obligations of this Agreement and agrees to assume all reclamation liability and responsibility for the WIND FARM. Paragraph (17)(b) of the Draft Reclamation Agreement received on 9/28/11 complies with 6.1.4 P.3(b) of the Ordinance.
 - c. Subparagraph 6.1.4 P.3.(c) of the Ordinance requires authorization for the GOVERNING BODY and its authorized representatives for right of entry onto the WIND FARM premises for the purpose of inspecting the methods of reclamation or for performing actual reclamation if necessary. Paragraph (17)(c) of the Draft Reclamation Agreement received on 9/28/11 complies with 6.1.4 P.3.(c) of the Ordinance.
 - d. Subparagraph 6.1.4 P.3.(d) of the Ordinance requires a standard choice-of-law provision stating that the agreement is controlled by Illinois law. Paragraph (17)(d) of the Draft Reclamation Agreement received on 9/28/11 complies with 6.1.4 P.3.(d) of the Ordinance.
 - e. Subparagraph 6.1.4 P.3.(e) of the Ordinance requires a standard indemnification clause that indemnifies the county with respect to any and all liability arising out of the agreement. Paragraph (17)(e) of the Draft Reclamation Agreement received on 9/28/11 complies with 6.1.4 P.3.(e) of the Ordinance.
 - f. Subparagraph 6.1.4 P.3.(f) of the Ordinance requires a standard severability provision. Paragraph (17)(g) of the Draft Reclamation Agreement received on 9/28/11 complies with 6.1.4 P.3.(f) of the Ordinance.
5. Subparagraph 6.1.4 P. 4. of the Ordinance requires the amount of the irrevocable letter of credit required in paragraph 6.1.1 A. 5. of the Ordinance to be as follows:
- *a. Subparagraph 6.1.4 P.4.(a) of the Ordinance requires at the time of approval the amount of the irrevocable letter of credit shall be 210% of an independent engineer's cost estimate to complete the work described in Section 6.1.1 A. 4. a. of the Ordinance or less if specifically authorized by the Board. The GOVERNING BODY has the right to require multiple letters of credit based on the regulations governing federal insurance for deposits. The Draft Reclamation Agreement received on 9/28/11 proposes a letter of credit that is only 125% of the cost estimate and so must be specifically authorized by the Board.

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- *b. Subparagraph 6.1.4 P.4.(a) of the Ordinance also requires that the GOVERNING BODY (County Board) has the right to require multiple letters of credit based on the regulations governing federal insurance for deposits. In paragraph (4)(b) of the Draft Reclamation Agreement received on 9/28/11 the provision for multiple letters of credit has been stricken which indicates that the letter of credit will not be protected for any amount beyond the FDIC limit which at this time is \$250,000.
- *c. Subparagraph 6.1.4 P.4.(b) of the Ordinance requires the applicant or WIND FARM owner to gradually pay down the value of the irrevocable letter of credit by placing cash deposits in an escrow account over the first 13 years of the WIND FARM operation as follows:
- (1) Subparagraph 6.1.4 P.4.(b)(4) of the Ordinance requires the applicant or WIND FARM owner to make annual deposits to the escrow account over a 12 year period and shall simultaneously provide a replacement irrevocable letter of credit that is reduced accordingly. Paragraph (4)(a) of the Draft Reclamation Agreement received on 9/28/11 requires the escrow account to only equal 25% of the Base Decommissioning Expense and a waiver is required.
 - (2) Subparagraph 6.1.4 P.4.(b)(5) of the Ordinance requires at all times the total combined value of the irrevocable letter of credit and the escrow account to be increased annually as necessary to reflect actual rates of inflation over the life span of the WIND FARM and the amount shall be equal to or exceed the following:
 - i. the amount of the independent engineer's cost estimate as increased by known and documented rates of inflation since the WIND FARM was approved; plus
 - ii. an amount for any future years left in the anticipated life span of the WIND FARM at an assumed minimum rate of inflation of 3% per year.Paragraph (4)(d) of the Draft Reclamation Agreement received on 9/28/11 requires that the Financial Assurance shall be adjusted every third year for the first 12 years and every second year thereafter so that the Decommissioning Expenses reflect any change in the Consumer price Index and the Salvage Value reflects any change in the 5-year average for scrap steel or scrap copper as reported by www.Steelonthenet.com.
- *d. Subparagraph 6.1.4 P.4.(b)(1) of the Ordinance requires that the applicant or WIND FARM owner and the GOVERNING BODY (County Board) shall agree on a mutually acceptable financial institution at which an escrow account shall be established. The Draft Reclamation Agreement received on 9/28/11 does not provide for a mutually acceptable financial institution and a waiver is required.
- e. Subparagraph 6.1.4 P.4.(b)(7) of the Ordinance requires that in order to provide funding for decommissioning at the time of decommissioning, the WIND FARM applicant or WIND FARM owner may exchange a new irrevocable letter of credit in an amount equal to the amount in the escrow account in exchange for the GOVERNING BODY agreeing to

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a release of the full amount of the escrow account. This requirement relates to what may be authorized and is not a requirement that must be in the Reclamation Agreement.

f. Subparagraph 6.1.4 P.4.(b)(3) of the Ordinance requires the applicant or WIND FARM owner shall grant perfected security in the escrow account by use of a control agreement establishing the County as an owner of record, pursuant to the Secured Transactions Article of the Uniform Commercial Code, 810 ILCS 9/101 et seq. Regarding this requirement:

** (1) Paragraph (4)(c) of the Draft Reclamation Agreement received on 9/28/11 appears to conform to the requirement of 6.1.4 P.4.(b)(3) but the State's Attorney legal review is not yet complete. The security interest granted to Champaign County is equal to the salvage value and salvage value is quite variable.

** (2) Additional provisions of Paragraph (4)(c) of the Draft Reclamation Agreement received on 9/28/11 specify that the security interest granted to Champaign County shall be subordinate to other security interests granted to debtors and financiers of the project. Thus, not only is the security interest only for the salvage value which is quite variable but the debtors and financiers have a right to the salvage value prior to Champaign County.

g. The Draft Reclamation Agreement received on 9/28/11 complies with the other requirements of subparagraph 6.1.4 P.4.(b) of the Ordinance that are as follows:

(1) The GOVERNING BODY shall be the beneficiary of the escrow account for the purpose of the reclamation of the WIND FARM in the event that the WIND FARM owner is incapable of decommissioning the WIND FARM, as authorized in paragraph (9)(b) of the Draft Reclamation Agreement received on 9/28/11.

(2) Any interest accrued on the escrow account that is over and above the total value required by subparagraph 6.1.4 P. 3. (b) (4) of the Ordinance shall go to the WIND FARM owner, as authorized in paragraph (4)(d)(iii) of the Draft Reclamation Agreement received on 9/28/11.

6. The Draft Reclamation Agreement received on 9/28/11 also complies with subparagraph 6.1.4 P.5. of the Ordinance that requires that in addition to the conditions listed in subparagraph 6.1.1 A. 9. the Zoning Administrator may also draw on the funds for the following reasons:

a. In the event that any wind turbine or component thereof ceases to be functional for more than six consecutive months and the Owner is not diligently repairing such wind turbine or component.

b. In the event that the Owner declares any wind turbine or other component to be functionally obsolete for tax purposes.

7. Subparagraph 6.1.4 P.6. of the Ordinance requires that the Site Reclamation Agreement shall be included as a condition of approval by the BOARD and the signed and executed Site Reclamation Agreement including the irrevocable letter of credit and evidence of the escrow account must be

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submitted to the Zoning Administrator prior to any Zoning Use Permit approval. This requirement does not have to be incorporated into the Reclamation Agreement but has been included as a special condition of approval.

8. The assessment of compliance with the Ordinance requirements can be summarized as follows:
- *a. Subparagraph 6.1.1A.3. of the Ordinance requires the Board to approve the cost estimates provided by an Illinois Licensed Professional Engineer. As reviewed above there are several questions regarding costs that may or may not be included in the cost estimates. The Draft Reclamation Agreement received on 9/28/11 includes an attached Decommissioning Estimate in which the decommissioning costs (reclamation costs) from Appendix B of the Application may be modified as necessary. The Board should be comfortable with the costs indicated in the Decommissioning Estimate and the costs should be identified in a special condition regarding the Reclamation Agreement.
 - *b. The Draft Reclamation Agreement received on 9/28/11 proposes a letter of credit that is only 125% of the reclamation costs instead of 210% as required by 6.1.4 P.4.(a) and so must be specifically authorized by the Board but no waiver or variance is required. The Board should include some mention of the proposed 125% letter of credit in a special condition regarding the Reclamation Agreement.
 - *c. The Draft Reclamation Agreement received on 9/28/11 does not provide for multiple letters of credit based on the regulations governing federal insurance for deposits as 6.1.4 P.4.(a) of the Ordinance gives the County Board the right to require. If the County Board would prefer to require multiple letters of credit based on the regulations governing federal insurance for deposits and the if the petitioner refuses to revise the Draft Reclamation Agreement received on 9/28/11 in that way a waiver will be required but no waiver of 6.1.4 P.4.(a) was included in the legal advertisement. The Board should include some mention of this Ordinance requirement in a special condition regarding the Reclamation Agreement.
 - *d. A waiver is required because the Draft Reclamation Agreement received on 9/28/11 proposes an escrow account equal to only 25% of the Base Decommissioning Expense (reclamation costs) rather than 100% as required by 6.1.4 P. 4.(b). The waiver of this requirement was included as waiver #10 in the legal advertisement.
 - *e. Subparagraph 6.1.4 P.4.(b)(1) of the Ordinance requires that the applicant or WIND FARM owner and the GOVERNING BODY (County Board) shall agree on a mutually acceptable financial institution at which an escrow account shall be established. The Draft Reclamation Agreement received on 9/28/11 does not provide for a mutually acceptable financial institution and a waiver is required that was not part of the legal advertisement. The Board should include some mention of this Ordinance requirement in a special condition regarding the Reclamation Agreement.

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****9.** Regarding the review of the Draft Reclamation Agreement received on 9/28/11 by the State's Attorney, the Draft Reclamation Agreement was immediately forwarded to the State's Attorney upon receipt on 9/28/11 but no comments have yet been received.

Attachment E REVISED Table of Required Waivers

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Waiver	Requested or Required	Degree of Waiver	Notes REMEMBER TO ADD EVIDENCE SUPPORTING NO WAIVER UNDER REVIEW OF COMPLIANCE
1. Waive the standard condition of 6.1.4.A.1.(e) that requires the special use permit area to include a minimum of 40-foot wide area for electrical lines.	Requested	Essentially no waiver as the area of the special use permit will be greater than the minimum required	NO WAIVER REQUIRED: The area of the special use permit as proposed is much larger than this minimum. A special condition requires submission of "as built" drawings that will document where the wiring was located and the minimum area can be identified at that time.
2. Waive the standard condition of 6.1.4.A.2.(b) that requires a wind farm to be a minimum of one mile from the CR District to allow wind farm wiring to be less than one mile from the CR District.	Required	100% waiver but only for underground wiring which should have little actual impact	NO WAIVER ANTICIPATED: A revised site plan is anticipated that will no part of the WIND FARM within the minimum one-mile separation.
3. Waive the standard conditions of 6.1.4.C.3. and 6.1.4.C.8. that require the application to include copies of all private waivers of wind farm separations.	Required	100% waiver but only in regards to participating landowners	NO WAIVER REQUIRED: The only private waivers in the WIND FARM are the waivers agreed to by the PARTICIPATING landowners and those waivers have been documented and are in the chain of title of deed.
4. Waive the standard condition of 6.1.4.D.1 (a) that requires certificates of design compliance from Underwriters Laboratories ("UL") or equivalent third party.	Required	100% waiver but the intent is to be in compliance before commercial operation commences.	See the Draft waiver and the Draft proposed special condition.
5. Waive the standard condition of 6.1.4.D.9 that requires wind farm towers to be protected by non-climbing devices 12 feet vertically from the base.	Requested	100% waiver but it could be argued that the waiver is not required	NO WAIVER REQUIRED: The specific wording of 6.1.4.D.9 requires "...devices such as fences at least six feet high with locking portals or anti-climbing devices 12 feet vertically from the base of the WIND FARM TOWER." (emphasis added) and the locking door on the outside of the smooth skinned monopole is similar.

<p>6. Waive the standard condition of 6.1.4 F.1. that requires a signed Roadway Upgrade and Maintenance Agreement prior to the close of the public hearing before the Zoning Board of Appeals.</p>	<p>Required</p>	<p>100% waiver but the intent is to be in compliance before the County Board takes action</p>	<p><u>NO-WAIVER ANTICIPATED FOR TOWNSHIP AGREEMENT.</u> An agreement is anticipated before the end of the public hearing but a waiver is required for the County road agreement. <u>A waiver is also requested for the township road agreement</u> See the Draft waiver and the Draft special condition.</p>
<p>7. Waive the standard condition of 6.1.4 F.1.u. that requires street upgrades be in accordance with IDOT Bureau of Local Roads manual, 2005 edition.</p>	<p>Requested</p>	<p>100% waiver</p>	<p>See the Draft waiver and the Draft special condition.</p>
<p>8. Waive the standard condition 6.1.4 I. 1. that requires the noise level of each wind farm tower and wind farm to be in compliance with the Illinois Pollution Control Board regulations at the residential property line rather than to be compliance just at the dwelling.</p>	<p>Required</p>	<p>Partial waiver that is subject to some dispute; see the discussion regarding the IPCB noise regulations</p>	<p>See the Draft waiver. No special condition is required.</p>
<p>9. Waive the standard condition of 6.1.4 J. that requires the application to contain a copy of the Agency Action Report from the Illinois Department of Natural Resources Endangered Species Program.</p>	<p>Requested</p>	<p>The waiver may not actually be required because the substantive requirement appears to have been met. See the discussion.</p>	<p>See the Draft waiver and the Draft special condition</p>
<p>10. Waive the standard condition of 6.1.4 P.4.(b) that requires the applicant to gradually pay down 100% of the value of the irrevocable letter of credit by placing cash deposits in an escrow account over the first 13 years of the Wind Farm operation.</p>	<p>Requested</p>	<p>Only a partial waiver is requested.</p>	<p><u>NO-WAIVER ANTICIPATED.</u> The State's Attorney is still reviewing the Draft reclamation agreement but Invenergy has proposed recent changes that may eliminate the need for a waiver. <u>Invenergy has affirmed the need for a waiver</u></p>
<p>11. Waive the standard condition of 6.1.4 S.1.(c)(3) that requires that locations of wind turbines for the zoning use permit application cannot increase the noise impact over that approved in the special use permit.</p>	<p>Required</p>	<p>Only a partial waiver</p>	<p>See the Draft waiver. No special condition is required. The request is not to waive the applicable noise regulations but simply to provide greater flexibility for final turbine placement. The final turbine locations are still proposed to meet the applicable noise regulations.</p>

**Attachment F Draft Findings for Waiver #6 regarding Township road agreements and
Waiver #10 regarding the Reclamation Agreement**

Case 696-S-11
September 29, 2011

The following Draft Findings for required waivers were not included in the Supplemental Memorandum dated September 22, 2011.

2. (originally #6) Waive the standard condition of 6.1.4 F.1. that requires a signed Roadway Upgrade and Maintenance Agreement prior to the close of the public hearing before the Zoning Board of Appeals.

The following are relevant considerations:

- (a) Subparagraph 6.1.4F.1. requires the Applicant to enter into a signed Roadway Upgrade and Maintenance agreement approved by the County Engineer and State's Attorney and/or any relevant Township Highway Commissioner prior to the close of the public hearing.
- (b) There is no signed Roadway Upgrade and Maintenance agreement approved by either the County Engineer and State's Attorney or the Compromise or Ogden Township Highway Commissioners.
- (c) Appendix H of the *California Ridge Wind Energy Project Champaign County Special Use Permit Application* received July 1, 2011, states that a Road Use and Repair Agreement is still being negotiated with the Champaign County Engineer and the Compromise and Ogden Township Highway Commissioners. The *Application* did not request this waiver.
- (c) A letter regarding road use agreements was received from Marvin Johnson, Compromise Township Highway Commissioner, and Greg Frerichs, Ogden Township Highway Commissioner, on August 18, 2011. The letter can be summarized as follows:
 - (1) the Highway Commissioners have been discussing the use of township roads for the construction of the California Ridge Wind Farm with Invenergy since the Spring of 2009;
 - (2) they remain optimistic that the terms of an agreement can be reached within the next few weeks;
 - (3) they request that the ZBA adhere to the terms of the Zoning Ordinance while allowing them to fulfill their responsibilities as Highway Commissioners.
- (d) ~~The County Engineer has also been involved in similar negotiations since the Spring of 2009 but has not submitted a letter regarding that agreement. If the County Engineer did not feel that the negotiations were productive it is likely that he would let the ZBA know about those unproductive negotiations. At the September 8, 2011, public hearing County Engineer Jeff Blue testified that the County road agreement was ready for referral to the State's Attorney and that he could recommend the County Board to approve the County road agreement in its present form. The County road agreement was still not available for public review at the public hearing on September 29, 2011.~~
- (e) A special condition has been proposed to require all required Roadway Upgrade and Maintenance Agreements to be signed and submitted County Board approval of the County road agreement prior to the County Board decision in this special use permit. The

**Attachment F Draft Findings for Waiver #6 regarding Township road agreements and
Waiver #10 regarding the Reclamation Agreement**

Case 696-S-11
September 29, 2011

~~condition will allow the negotiations to continue as long as necessary and should ensure that signed agreements are submitted before any County Board decision.~~

The following special condition has been proposed to require County Board approval of the County road agreement prior to the County Board decision in this special use permit:

The County Board shall not make a final decision in Case 696-S-11 until it has copies of signed—authorized the County Board Chair to sign the Roadway Upgrade and Maintenance Agreements are received from all relevant highway jurisdictions recommended by the County Engineer.

{limit county board approval only if same written agreement }

The above special condition is required to ensure that:

All relevant highway jurisdictions are allowed to fulfill their responsibilities without unduly delaying a final decision in Case 696-S-11.

Regarding the required findings for this waiver of standard condition:

- (1) The waiver *{IS/ IS NOT}* in accordance with the general purpose and intent of the Zoning Ordinance and *{WILL/ WILL NOT}* be injurious to the neighborhood or to the public health, safety, and welfare because even though the County Engineer approves of the Draft county road agreement only the County Board can authorize a signature on the road agreement .
- (2) Special conditions and circumstances *{DO / DO NOT}* exist which are peculiar to the land or structure involved, which are not applicable to other similarly situated land and structures elsewhere in the same district because this is the first WIND FARM reviewed under the provisions of 6.1.4 and no other WIND FARM will have that burden.
- (3) Practical difficulties or hardships created by carrying out the strict letter of the regulations sought to be varied *{WILL / WILL NOT}* prevent reasonable or otherwise permitted use of the land or structure or construction because without the waiver the ZBA recommendation would be delayed at least one month which is an undue financial burden for the construction of the WIND FARM.
- (4) The special conditions, circumstances, hardships, or practical difficulties *{DO / DO NOT}* result from actions of the applicant because the applicant has negotiated in good faith and the County road agreement is ready for approval.
- (5) The requested waiver *{SUBJECT TO THE PROPOSED CONDITION} { IS / IS NOT }* the minimum variation that will make possible the reasonable use of the land/structure because it is the minimum waiver necessary to allow the WIND FARM special use permit to move ahead without delay.

**Attachment F Draft Findings for Waiver #6 regarding Township road agreements and
Waiver #10 regarding the Reclamation Agreement**

Case 696-S-11

September 29, 2011

10. **Waive the standard condition of 6.1.4 P.4.(b) that requires the applicant to gradually pay down 100% of the value of the irrevocable letter of credit by placing cash deposits in an escrow account over the first 13 years of the Wind Farm operation.**

The following are relevant considerations:

a. The Ordinance requires the following:

- (1) Subparagraph 6.1.4 P. 4. of the Ordinance requires the amount of the irrevocable letter of credit required in paragraph 6.1.1 A. 5. of the Ordinance to be 210% of an independent engineer's cost estimate to complete the work described in Section 6.1.1 A. 4. a. of the Ordinance or less if specifically authorized by the Board.
- (2) Subparagraph 6.1.4 P.4.(b) of the Ordinance requires the applicant or WIND FARM owner to gradually pay down the value of the irrevocable letter of credit by placing cash deposits in an escrow account over the first 13 years of the WIND FARM operation so that by year 13 the escrow account contains what was formerly the letter of credit.
- (3) Subparagraph 6.1.4 P.4.(b)(5) of the Ordinance requires at all times the total combined value of the irrevocable letter of credit and the escrow account to be increased annually as necessary to reflect actual rates of inflation over the life span of the WIND FARM and the amount shall be equal to or exceed the following:
 - i. the amount of the independent engineer's cost estimate as increased by known and documented rates of inflation since the WIND FARM was approved; plus
 - ii. an amount for any future years left in the anticipated life span of the WIND FARM at an assumed minimum rate of inflation of 3% per year.

b. The Draft Reclamation Agreement received on 9/28/11 proposes the following:

- (1) Paragraph (4)(d)(ii) of the Draft Reclamation Agreement received on 9/28/11 proposes the total financial assurance to be only 125% of the Base Decommissioning Expense which is the Decommissioning Expense less the Salvage Value.
- (2) Paragraph (4)(a) of the Draft Reclamation Agreement received on 9/28/11 requires the escrow account to only equal 25% of the Base Decommissioning Expense and a waiver is required.
- (3) Paragraph (4)(d) of the Draft Reclamation Agreement received on 9/28/11 requires that the Financial Assurance shall be adjusted every third year for the first 12 years and every second year thereafter so that the Decommissioning Expenses reflect any change in the Consumer price Index and the Salvage Value reflects any change in the 5-year average for scrap steel or scrap copper as reported by www.Steelonthenet.com.

**Attachment F Draft Findings for Waiver #6 regarding Township road agreements and
Waiver #10 regarding the Reclamation Agreement**

Case 696-S-11
September 29, 2011

- c. The Ordinance requirement anticipates no updating for inflation unless inflation exceeds 3% per year and if the wind farm developer would default at any time there should be more than sufficient assurance to complete decommissioning because the amount is inflated to provide for 25 years of inflation.

- d. The Draft Reclamation Agreement received on 9/28/11 proposes regular updating for inflation and the risk is that a default might happen just prior to updating for inflation and if inflation is high there might not be adequate value to cover the costs of decommissioning.

- e. The Ordinance gives no consideration to salvage value and only refers to costs.

- g. The Draft Reclamation Agreement received on 9/28/11 considers salvage value in the determination of "Base Decommissioning Expense".

- h. The Draft Reclamation Agreement received on 9/28/11 specifies that the security interest granted to Champaign County shall be subordinate to other security interests granted to debtors and financiers of the project. Thus, not only is the security interest only for the salvage value which is quite variable but the debtors and financiers have a right to the salvage value prior to Champaign County.

Regarding the required findings for this waiver of the standard condition:

- (1) The waiver *{IS/ IS NOT}* in accordance with the general purpose and intent of the Zoning Ordinance and *{WILL/ WILL NOT }* be injurious to the neighborhood or to the public health, safety, and welfare because _____

- (2) Special conditions and circumstances *{DO / DO NOT}* exist which are peculiar to the land or structure involved, which are not applicable to other similarly situated land and structures elsewhere in the same district because _____

- (3) Practical difficulties or hardships created by carrying out the strict letter of the regulations sought to be varied *{WILL / WILL NOT}* prevent reasonable or otherwise permitted use of the land or structure or construction because _____

- (4) The special conditions, circumstances, hardships, or practical difficulties *{DO / DO NOT}* result from actions of the applicant because _____

- (5) The requested waiver *{SUBJECT TO THE PROPOSED CONDITION}* *{ IS / IS NOT }* the minimum variation that will make possible the reasonable use of the land/structure because _____

Attachment G Revised Special Conditions of Approval

Case 696-S-11

September 29, 2011

- A. Regarding the specific limits on the number and type of wind turbines, the maximum proposed height of WIND TURBINE TOWERS, and the overall nameplate capacity:

This special use permit authorizes a WIND FARM as follows:

- 1. The type of wind turbine authorized is the General Electric 1.6-100 wind turbine with a hub height of 100 meters (328 feet) and a rotor diameter of 100 meters (328 feet).**
- 2. The maximum overall height of each WIND FARM TOWER shall be 492 feet.**
- 3. The maximum number of WIND TURBINE TOWERS (wind turbines) is 30 with a total nameplate capacity of not more than 48 megawatts (MW) of which not more than 28 WIND FARM TOWERS with a total nameplate capacity of not more than 45 MW are proposed in Compromise Township (Part A) and not more than 2 WIND FARM TOWERS with a total nameplate capacity of not more than 3 MW are proposed in Ogden Township (Part B), and including access roads, wiring, and related work on specified public roads (highways).**

The above special condition is required to ensure that:

The constructed WIND FARM is consistent with the special use permit approval.

- B. Regarding the approved site plan:

The approved site plan consists of the following documents:

- 1. California Ridge Wind Energy Project Champaign County Special Use Permit Application received July 1, 2011**
- 2. Status Summary Map with Setbacks California Ridge Wind Energy Center, Champaign and Vermilion Counties, received July 21, 2011 (an excerpt of only the Champaign County portion)**
- 3. Champaign County Non-Participating Dwelling Separation Summary map received July 29, 2011 Parcel**
- 4. Map of Conservation Recreation Zoning District and Incorporated Municipality Setback Compliance received September 29, 2011**

The above special condition is required to ensure that:

The constructed WIND FARM is consistent with the special use permit approval.

- C. Regarding the requested waiver of the standard condition of 6.1.4 F.1. that requires a signed Roadway Upgrade and Maintenance Agreement prior to the close of the public hearing before the Zoning Board of Appeals, the following special condition makes it clear that a signed Roadway Upgrade and Maintenance Agreement shall be required prior to any County Board decision on this special use permit:

The County Board shall not make a final decision in Case 696-S-11 until it has copies of signed ~~authorized the County Board Chair to sign the Roadway Upgrade and Maintenance Agreements are received from all relevant highway jurisdictions~~

Revise

Attachment G Revised Special Conditions of Approval

Case 696-S-11

September 29, 2011

recommended by the County Engineer and received copies of all necessary signed township road agreements.

The above special condition is required to ensure that:

All relevant highway jurisdictions are allowed to fulfill their responsibilities without unduly delaying a final decision in Case 696-S-11.

- D. Regarding the waiver of the standard condition 6.1.4 F.1.u. that requires street upgrades be in accordance with IDOT Bureau of Local Roads manual, 2005 edition:

The Roadway Upgrade and Maintenance Agreements shall require road repair work to be performed in accordance with the IDOT Bureau of Local Roads Manual, 2006 edition, and the IDOT *Standard Specifications for Road and Bridge Construction*, but the relevant street jurisdiction may, on a case by case basis, exercise their discretion to waive the BLR standards so long as public safety is not compromised.

The above special condition is required to ensure that:

Road use agreements ensure adequate public safety but also provide necessary flexibility in road repair work.

- E. Regarding the authorized hours of construction of the proposed WIND FARM:

Construction activities ~~required~~ to build the WIND FARM shall generally only occur during the weekday daytime hours of 7AM to 10PM, provided, however, that construction activities may occasionally commence earlier in the day if required.

Those construction activities include but are not limited to the following:

1. Construction of access roads
2. Delivery and unloading of WIND FARM equipment and materials
3. Excavation for and construction of WIND FARM TOWER foundations
4. Installation of WIND FARM wiring
5. Assembly of WIND FARM turbines
6. Erection of WIND FARM TOWERS

The above special condition is required to ensure that:

The affects of WIND FARM construction on neighbors is consistent with the special use permit approval.

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- G. The Ordinance does not impose an ultimate limit on shadow flicker and neighbors who are predicted to receive no more than 30 hours of shadow flicker per year at the time of the special use permit public hearing (unless mitigated in some way) expect that the actual shadow flicker will not be much different. The following special condition will ensure that the actual shadow flicker will not be much different than the amount indicated in the public hearing:

No NON- PARTICIPATING DWELLING or other PRINCIPAL STRUCTURE shall receive more than 45 ~~minutes~~ hours of shadow flicker per year.

The above special condition is required to ensure that:

The actual shadow flicker cast on non-participating neighbors is similar to the anticipated shadow flicker that was presented in the public hearing.

- H. Regarding the standard condition 6.1.4 R. that provides for expiration of the special use permit:

This special use permit shall expire on the following dates and/ or for the following reasons:

- 1. If no zoning use permit application has been received by the Department of Planning and Zoning by 4:30PM on October 20, 2014, which is consistent with the expiration deadline in the Roadway Upgrade and Maintenance Agreements; or**
- 2. Upon completion of all decommissioning and reclamation requirements of the WIND FARM Reclamation Agreement and the subsequent release of the financial assurance required by 6.1.4 P. following the requirements of a written agreement with the COUNTY.**

The above special condition is required to ensure that:

The ultimate limits of the special use permit are clearly defined and consistent with the Ordinance requirements and the special use permit approval.

Attachment G Revised Special Conditions of Approval

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September 29, 2011

- I. The following conditions will help ensure that WIND FARM TOWERS are located and constructed in conformance with the approved site plan:
1. Each WIND FARM TOWER shall be constructed within 125 feet of the location indicated in the approved site plan for the special use permit provided as follows:
 - (a) no separation to a non-participating property or PRINCIPAL STRUCTURE shall be less than the minimum required by the Ordinance; and
 - (b) A greater deviation from the approved site plan is permissible so long as the greater deviation is not towards a NON-PARTICIPATING PRINCIPAL BUILDING located within ~~1,500~~ 1,325 feet of the WIND FARM TOWER.
 2. Prior to excavation for any WIND FARM TOWER footing:
 - (a) The Applicant shall notify the Zoning Administrator when each WIND FARM TOWER location has been identified and marked on the ground so that the Zoning Administrator or a representative can verify that the location is consistent with the approved site plan in the special use permit case.
 - (b) The Zoning Administrator shall issue a WIND FARM TOWER Foundation Permit after verifying that the WIND FARM TOWER location is consistent with the approved site plan.
 - (c) The Applicant shall not excavate any WIND FARM TOWER footing until the WIND FARM TOWER Foundation Permit has been received.

The above special conditions are required to ensure that:

The WIND FARM TOWERS are located in general conformance with the assertions and studies documented in the California Ridge Wind Energy Project Champaign County Special Use Permit Application received July 1, 2011, and that the Applicant has some flexibility for optimizing location based on circumstances at each WIND FARM TOWER site.

J. Regarding the approved Reclamation Agreement:

A Reclamation Agreement is required at the time of application for a zoning use permit that complies with the following:

1. The Draft Reclamation Agreement received on 9/28/11 with all required signatures.
2. The expenses and values as listed in the Decommissioning Estimate that is Attachment A to the Draft Reclamation Agreement received on 9/28/11 provided that

Attachment G Revised Special Conditions of Approval

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the removal of WIND FARM TOWER foundations are to a depth of {36 / 48} inches below grade.

3. An irrevocable letter of credit as follows:

(a) A value of only 125% of the Base Decommissioning Expense identified in the Decommissioning Estimate received on 9/28/11.

(b) If required by the County Board the letter of credit shall be provided as multiple letters of credit based on the regulations governing federal insurance for deposit as authorized in 6.1.4 P. 4. (a) of the Ordinance.

4. An escrow account that is at a mutually acceptable financial institution that is either identified in the County Board determination of this special use permit or included as a special condition of that determination, as authorized in 6.1.4 P. 4. (b)(1) of the Ordinance.

The above special conditions are required to ensure that:

The special use permit complies with Ordinance requirements and as authorized by waiver.

JK. Regarding specific submittals required prior to the approval of a zoning use permit to authorize construction of the WIND FARM:

The following submittals are required prior to the approval of any zoning use permit for a WIND FARM TOWER:

- 1. Certification by an Illinois Professional Engineer or Illinois Licensed Structural Engineer that the foundation and tower design of each WIND FARM TOWER is within accepted professional standards, given local soil and climate conditions, as required by 6.1.4 D.1.(b).**
- 2. A Transportation Impact Analysis provided by the applicant that is acceptable to the County Engineer and the State's Attorney; and for highways in Compromise Township is acceptable to the Compromise Township Highway Commissioner; and for highways in Ogden Township is acceptable to the Ogden Township Highway Commissioner, as required by 6.1.4 F. 2..**
- 3. A signed Reclamation Agreement in conformance with all special conditions and waivers included in the special use permit approval. ~~approved Draft Reclamation Agreement dated { } that also includes the following financial assurance:~~
 - ~~(a) an irrevocable commercial letter of credit that is consistent with the provisions of the approved Draft Reclamation Agreement; and~~
 - ~~(b) documentation of an escrow account that is consistent with the provisions of the approved Draft Reclamation Agreement; and~~**

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~~(e) — a memorandum of approval for the submitted Reclamation Agreement and accompanying financial assurance from the Champaign County States Attorney.~~

- ? 4. A copy of the Recorded Covenant pursuant to 6.1.1 A.2. ?**
- 5. The telephone number for the complaint hotline required by 6.1.4 Q.**
- 6. A site plan for the installation of the specific WIND FARM TOWER indicating the specific proposed location of the WIND FARM TOWER, other PRINCIPAL STRUCTURES within 1,500 feet separation, property lines (including identification of adjoining properties), required separations, public access roads and turnout locations, substation(s), electrical cabling from the WIND FARM TOWER to the Substations(s), ancillary equipment, third party transmission lines, maintenance and management facilities, and layout of all structures within the geographical boundaries of any applicable setback.**
- 7. A copy of the approved access permit for the access road by the relevant highway jurisdiction.**
- 8. A copy of any required permits for use of public highways by overweight vehicles.**

The above special condition is required to ensure that:

The WIND FARM is constructed consistent with the special use permit approval and in compliance with the Ordinance requirements.

KL. The following special condition makes it clear that a Zoning Compliance Certificate will be required to document that each WIND FARM TOWER was constructed in conformance with the approved site plan:

A Zoning Compliance Certificate shall be required for each WIND FARM TOWER prior to the WIND FARM going into commercial production of energy. Approval of a Zoning Compliance Certificate shall require the following:

- 1. An as-built site plan of each specific WIND FARM TOWER indicating the specific as-built location of the WIND FARM TOWER, other PRINCIPAL STRUCTURES within 1,500 feet separation, property lines (including identification of adjoining properties), as-built separations, public access roads and turnout locations, substation(s), electrical cabling from the WIND FARM TOWER to the Substations(s), ancillary equipment, third party transmission lines, maintenance and management facilities, and layout of all structures within the geographical boundaries of any applicable setback.**

Attachment G Revised Special Conditions of Approval

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2. **A copy of the approved as-built access road by the relevant highway jurisdiction.**

The above special condition is required to ensure that:

The WIND FARM is constructed consistent with the special use permit approval and in compliance with the Ordinance requirements.

- LM. The following special condition makes it clear that a Zoning Compliance Certificate will be required to document that the entire WIND FARM complies with the specific requirements that apply to the overall WIND FARM as follows:

The California Ridge WIND FARM shall not begin commercial production of energy until the Zoning Administrator has approved a Zoning Compliance Certificate for the entire California Ridge WIND FARM based on submission and acceptance of all of the following:

1. **A Zoning Compliance Certificate has been approved for all WIND FARM TOWERS approved in the Special Use Permit.**
2. **A copy of a certificate of design compliance for the General Electric 1.6-100 wind turbine has been received from Underwriters Laboratories (“UL”) or an equivalent third party listed as authorized in 6.1.4 D. 1 (a).**
3. **Documentation of compliance with all required post-WIND FARM construction requirements has been received from the relevant highway jurisdictions.**
4. **The Zoning Administrator has verified that informational signs have been erected at each WIND FARM accessway as follows:**
 - a. **The purpose of the signs shall be to publicize the telephone number of the WIND FARM complaint hotline required by 6.1.4 Q.**
 - b. **The minimum size of each sign shall be 2 feet by 2 feet.**

The above special condition is required to ensure that:

WIND FARM turbines are certified to meet relevant industry safety standards and the entire WIND FARM complies with the special use permit approval before it begins commercial operation.

- MN. Regarding specific requirements that apply even after the WIND FARM goes into commercial operation:

The Applicant or Owner or Operator of the WIND FARM shall comply with the following:

Attachment G Revised Special Conditions of Approval

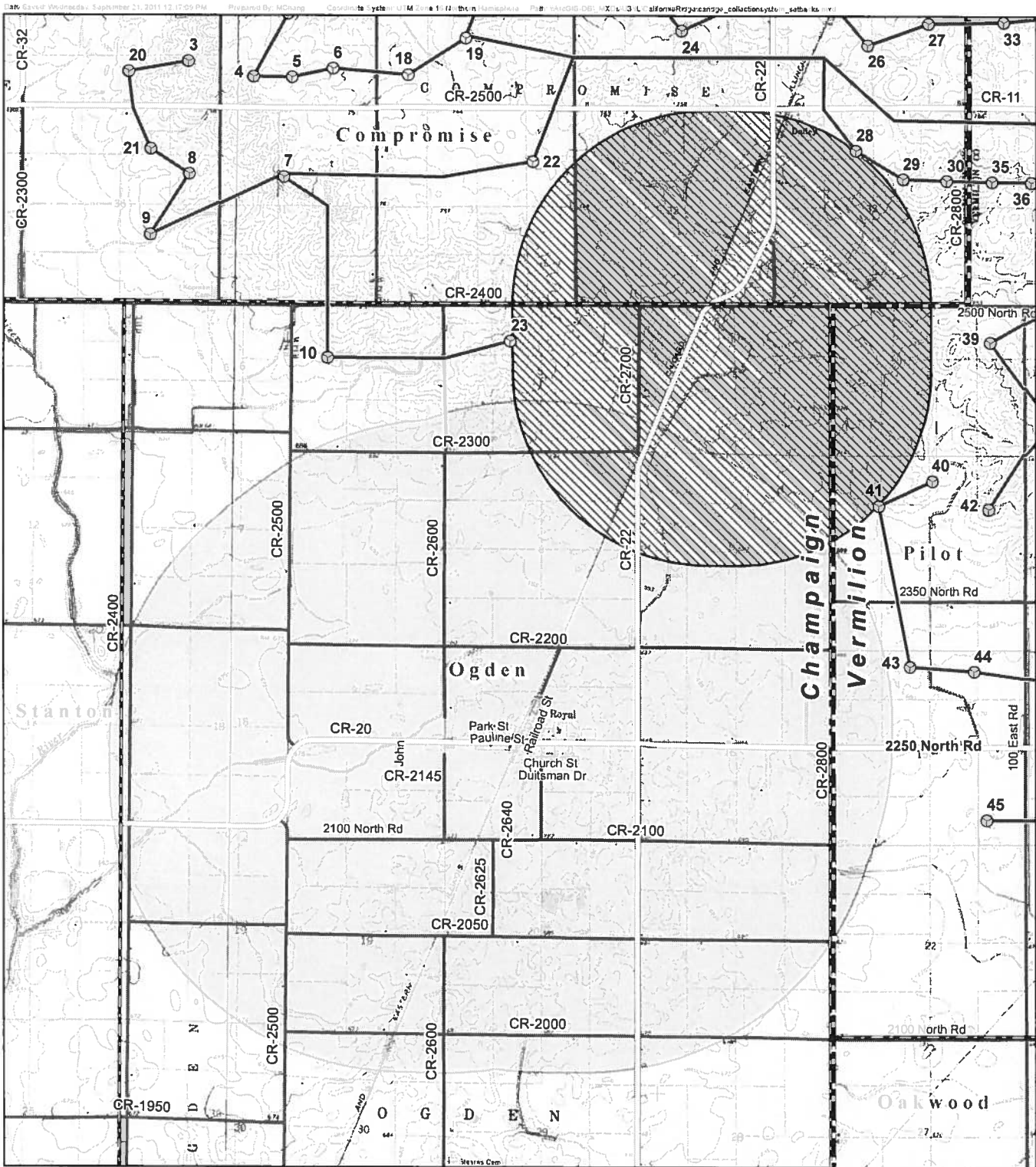
Case 696-S-11

September 29, 2011

- 1. Cooperate with local fire protection districts to develop the districts emergency response plan as required by 6.1.4 G.2.**
- 2. Take all reasonable steps to resolve complaints of interference caused by the WIND FARM to microwave transmission providers, local emergency service providers (911 operators), and broadcast residential television as required by 6.1.4 H.**
- 3. Cooperate fully with Champaign County and in resolving any noise complaints including reimbursing Champaign County any costs for the services of a qualified noise consultant pursuant to any proven violation of the I.P.C.B. noise regulations as required by 6.1.4 I.6.**
- 4. Complete all post-WIND FARM construction mortality studies on birds and bats as required by 6.1.4 L.3. and as proposed in the *California Ridge Wind Energy Project Champaign County Special Use Permit Application received July 1, 2011* particularly pages 5-22 through 5-24, and submit written reports to the Environment and Land Use Committee at the end of the first two years of WIND FARM operation and cooperate with the Environment and Land Use Committee in resolving mortality concerns that might arise as required by 6.1.4 L. 3(e).**
- 5. Maintain a current general liability policy as required by 6.1.4 N.**
- 6. Submit annual operation and maintenance reports to the Environment and Land Use Committee as required by 6.1.4 O.1.**
- 7. Maintain compliance with the approved Reclamation Agreement including replacement irrevocable commercial letters of credit as required in the Reclamation Agreement.**
- 8. Submit to the Zoning Administrator copies of all complaints to the telephone hotline on a monthly basis and take all necessary actions to resolve all legitimate complaints as required by 6.1.4 Q.**

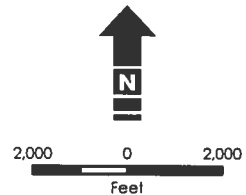
The above special condition is required to ensure that:

The future requirements for the Applicant or Owner or Operator of the WIND FARM are clearly identified.



Legend

- Proposed Turbine Location
- Proposed Collection Line
- Conservation Setback (1 Mile)
- Village of Royal Setback (1.5 Miles)
- Township Boundary
- County Boundary



Conservation Recreation Zoning District and Incorporated Municipality Setback Compliance

California Ridge Wind Energy Project, Champaign and Vermilion Counties, Illinois

Rev. 00

September 21, 2011

Invenergy

One South Wacker Drive Suite 1900
Chicago, Illinois 60606
(312) 224-1400

September 29, 2011

Champaign County Zoning Board of Appeals
% Mr. John Hall, Zoning Administrator
Champaign County Planning & Zoning Department
Brookens Administrative Center
1776 E. Washington Street
Urbana, IL 61802

VIA ELECTRONIC MAIL ONLY

RE: Case No. 696-S-11

Members of the Zoning Board of Appeals:

In the past six weeks, the Road Commissioners for the Compromise Township and Ogden Township Road Districts have worked with Invenergy's representatives to come to final terms on our road agreements. In particular, we have spent a great deal of time addressing how our roads will be prepared in advance of turbine construction, as well as the repairs to be made to the roads after the wind farm is built.

We have made more progress on the road agreements in the past few weeks than we have made in the past two years. Even with all the progress we have made, a few issues still need to be resolved. These issues include receipt of a final report from an outside consultant evaluating our bridges and box culverts, the final map of the roads to be used for the project and the terms of the letters of credit to be provided as financial security to the road districts.

We do expect all of the outstanding issues can be resolved so that we can advise this board when it meets next week that we, at long last, have agreements with Invenergy.

Again, we thank you for your consideration.

Marvin Johnson,
Road Commissioner
Compromise Township Road District

Greg Frerichs,
Road Commissioner
Ogden Township Road District

RECEIVED

SEP 28 2011

CHAMPAIGN CO. P & Z DEPARTMENT

RECLAMATION AGREEMENT

Case 696-S-11

KNOW ALL MEN BY THESE PRESENTS, that California Ridge Wind Energy LLC, (“Principal) and the Landowners are firmly bound unto Champaign County, State of Illinois (“Champaign County”), as set forth in this Reclamation Agreement to satisfy requirements of the Zoning Ordinance. Principal and Champaign County are sometimes referred to in this Reclamation Agreement as a Party or collectively as the Parties. Principal is firmly bound to Champaign County in the sum of the Financial Assurance (as defined below), well and truly provided unto Champaign County said Principal binds itself, their successors and assigns, jointly and severally by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION is such that:

WHEREAS, Champaign County has approved, or will approve, as a Special Use to the Champaign County Zoning Ordinance (“Zoning Ordinance”), the Principal’s proposal to construct and install the Project. As part of the requirements for the approval of said Zoning Case, the Principal has entered into this Reclamation Agreement with Champaign County to provide for the final removal of the below ground and above-ground portions of the said Project and the structure supporting the said Project and any associated site grading and soil erosion control as may be necessary in accordance with the applicable laws and with the applicable ordinances and codes of Champaign County as related to Project decommissioning requirements.

NOW, THEREFORE, to fulfill the relevant requirements of the approval of Case 696-S-11, the conditions of this Reclamation Agreement are as follows:

- (1) This “Reclamation Agreement” shall consist of the following documents:
 - (a) This writing;
 - (b) The Special Use Permit;
 - (c) The Decommissioning Estimate;
 - (d) The Decommissioning Report.

These form the entire Reclamation Agreement between the Principal and Champaign County, and ~~subject to Section (2)(b)(vii),~~ supersede all prior representations between the parties, written or oral. All of these documents are as fully a part of the Reclamation Agreement as if attached to this writing or repeated within it. Any inconsistencies shall be resolved by giving priority to the documents in the order listed above. Without limitation, this shall mean that any Decommissioning Expenses and Salvage Value set forth in the Decommissioning Estimate, shall prevail over conflicting values set forth in the Decommissioning Report.

(2) Definitions, as used in this Reclamation Agreement:

- (a) “Abandoned”: The Project is “Abandoned” if:
 - (i) The Project as a whole ceases producing electricity for a period of 14

Comment [GL1]: Ordinance No. 848 “Ordinance Amending Zoning Ordinance” (634-AT-08 Part A) amended *The Zoning Ordinance of the County of Champaign County, Illinois* and added requirements for wind energy facilities. Section 6.1.4.P. *Standard Condition for Decommissioning Plan and Site Reclamation Agreement* adds requirements related to the decommissioning of these facilities, the reclamation agreement between Champaign County and the project landowner and the financial assurance for decommissioning of facilities. This Agreement needs to be in line with those requirements and not beyond the scope of those decommissioning / reclamation requirements.

Changes to this version of the Reclamation Agreement bring this agreement in line with requirements of *The Zoning Ordinance of the County of Champaign County, Illinois* and clarify some agreement details.

~~days~~ 6 months after it first starts producing electricity and the Principal is not diligently attempting to continue producing electricity.

(ii) Any ~~component~~ wind turbine or component of the Project thereof ceases to be functional for a period of more than 6 consecutive months after it first starts producing electricity and the Principal is not diligently repairing such wind turbine or component, or is otherwise derelict for a period of 6 months.

(iii) There is a delay in the construction of any component part of the Project of more than 6 months after construction on that component begins and the Owner is not diligently working to continue construction activities.

(iv) Any part of the Project appears in a state of disrepair or imminent collapse, and/or creates an imminent threat to the health or safety of the public or any person.

(v) The Principal determines any wind turbine or other component of the Project to be functionally obsolete, for tax purposes.

~~(+)(vi)~~ (vi) The Principal's existence as a corporate entity is dissolved.

(b) "Associated Costs": All administrative and ancillary costs associated with drawing upon the Financial Assurance and performing the Reclamation Work, or with monitoring the Principal's performance and completion of the Reclamation Work or with enforcing this Reclamation Agreement, including, but not limited to:

(i) Attorneys fees ~~and~~, legal fees and other liabilities incurred by Champaign County, if required relating to the Project, to be paid by the Principal under Section ~~(+013)~~ or Section (17)(e).

(ii) Construction management fees and other professional service fees, incurred both before and after the Reclamation Work.

(iii) The costs to Champaign County of preparing requests for proposals, bid documents, or other bid documents needed to comply with state law, and/or Champaign County's purchasing policies, as required to prepare the Reclamation Work.

(iv) If the financial institution providing the Financial Assurance does not have an office within 200 miles of Urbana, Illinois, the cost to Champaign County for any travel to and from the institution required to implement this agreement and make use of the Financial Assurance, except where travel is not required for such purposes of implementation.

~~(iv) Any financial obligations owed Champaign County pursuant to the Roads Agreement.~~

~~(v) Any financial obligations owed Champaign County for violations of any local ordinance, State or Federal law related to the Project by the Principal, its agents or employees.~~

(v) — Any costs related to the removal of any covenants that were placed on

Comment [GL2]: Abandoned definition needs to be modified to be in line with Section 6.1.1.C.7 of the Zoning Ordinance and consider that there are other circumstances that place curtailment of operations out of owner's control (i.e. Federal agencies, utility requirements, weather, etc.). Part II of the definition should cover these purposes for a complex project such as California Ridge Wind Energy.

Comment [GL3]: Adjusted to be in line with Section 6.1.4.P.5(a) of the Zoning Ordinance.

Comment [GL4]: Section 6.1.4.P.2. of the Zoning Ordinance requires provisions for anticipated repairs to public streets, which are included in the Decommissioning Estimate. The Roads Agreement does not relate or address decommissioning as a new agreement will be required when decommissioning takes place which would be part of a demolition contractors price.

Comment [GL5]: Decommissioning expenses & reclamation are different and separate from issues related to violations of local ordinances or other laws. Reclamation agreement needs to be in line with Section 6.1.1.C and Section 6.1.4.P. of the Zoning Ordinance, except where variances have been granted.

the title to the land as a requirement for approval in said **Zoning Case**.

~~(vii) Any costs incurred as result of any material misstatement of fact, or misleading omission of fact, made by the Principal or its employees or agents in the course of the Zoning Case, including, but not limited to, the Decommissioning Report and the recitals and warranties of the Roads Agreement.~~

(vi~~ii~~) Any increase in the cost of performing **Reclamation Work** caused by the **Principal's** exercise of its right to salvage parts of the **Project**, including, but not limited to, delays due to such exercise.

(vii~~ix~~) Any costs incurred by **Champaign County** in maintaining the **Financial Assurance** due to breach by the **Principal** of its agreement with the issuer.

Comment [GL6]: Decommissioning expenses & reclamation are different and separate from issues discussed here. Reclamation agreement needs to be in line with Section 6.1.1 C and Section 6.1.4 P. of the Zoning Ordinance, except where variances have been granted.

- (c) **“Base Decommissioning Expense”**: **Decommissioning Expense minus-less Salvage Value**, calculated using the values set forth in the **Decommissioning Estimate**.
- (d) **“Champaign County”**: Champaign County, State of Illinois, and its agents, employees, and contractors.
- (e) **“Decommissioning Expenses”**: shall mean the costs of performing the **Reclamation Work**. Any costs incurred through a contract awarded using a competitive bidding or competitive request for proposal process required by State or Federal law, or applicable local ordinance, shall be deemed reasonable for this purpose.
- (f) **“Decommissioning Estimate”**: is appended hereto as Attachment A.
- (g) **“Decommissioning Report”**: Appendix B of the June 2011 California Ridge Wind Energy Project Decommissioning Report submitted with **Special Use Permit Application** in the **Zoning Case** and appended hereto as Attachment B.
- (h) **“Financial Assurance”**: an irrevocable letter of credit or successor letters of credit or an escrow account, drawn upon or deposited in, as the case may be, a federally insured financial institution, in the form set forth in Section (34).
- (i) **“Initial Financial Assurance Amount”**: the **Base Decommissioning Expense** multiplied by ~~240~~125 %.
- (j) **“Landowners”**: Those persons listed in Attachment C.
- (k) **“Principal”**: California Ridge Wind Energy LLC,
- (l) **“Project”**: a system as described and permitted in the **Zoning Case** in the townships of Ogden and Compromise, Champaign County, Illinois, as described in the **Special Use Permit**.

(m) **“Reclamation Work”**: removal and reclamation obligations described in subparagraph 6.1.1.C.4.4.a of the **Zoning Ordinance**, including: Removal of above-ground portions of any structure on the **Project’s** site, site grading, and interim soil erosion control; below-ground restoration, including final grading and surface treatment; repairs to any public Street used for the purpose of reclamation of the same; removal of access driveways for **Champaign**; and bringing the land covered by the **Special Use Permit** into compliance with the **Zoning Ordinance**, without reliance upon the **Special Use Permit**. The **Reclamation Work** includes, without limitation, the work described in the **Decommissioning Report**. Subject to the approval of the Champaign County Board, the **Zoning Administrator** shall have the sole discretion to determine what work is necessary for this purpose.

Comment [GL7]: Appears to be a typo as the other section did not exist

Comment [GL8]: Unclear wording. Please suggest alternative.

(n) **“Roads Agreement”**: ~~is attached hereto as Attachment B.~~

Comment [GL9]: Section 6.1.4 P.2. of the Zoning Ordinance requires provisions for anticipated repairs to public streets, which are included in the Decommissioning Estimate. The Roads Agreement does not relate or address decommissioning as a new agreement will be required when decommissioning takes place which would be part of a demolition contractors price.

(o) **“Salvage Value”** shall mean recoverable costs from the **Project**, including steel, concrete, or other basic metals, but shall not include the value of any reclaimed roadway materials.

(p) **“Special Use Permit”**: the permit granted in the **Zoning Case**.

(q) **“Zoning Administrator”**: Champaign County **Zoning Administrator**.

(r) **“Zoning Case”**: Champaign County **Zoning Case 696-S-11**.

(s) **“Zoning Ordinance”**: The **Champaign County Zoning Ordinance**, as it may be amended from time to time.

(33) At the time of application for any zoning use permit required by the **Special Use Permit**, the **Principal** shall provide **Champaign County Financial Assurance** in the **Initial Financial Assurance Amount**, to be maintained and remain in effect for a period of twenty-five (25) years from the date the first turbine begins generating electricity.

(34) The **Financial Assurance** shall be in the following form:

(a) An escrow account maintained by the **Principal** or its successors, initially in the amount of 25% of the **Financial Assurance**. The escrow account shall be in the amount of, at a minimum, 25% of the **Financial Assurance** on an annual basis, and withdrawals may only be made from the escrow account in accordance with this agreement.

Based on the **Decommissioning Report** and the **initial Decommissioning Estimate** under this agreement, the amount in the escrow account at Year 1 would equal to \$259,200. The escrow account would be updated according to this agreement to ensure the amount in escrow would be equal to 25% of **Base Decommissioning Expenses**.

(b) An irrevocable letter of credit maintained by the **Principal** or its successors

for the remainder of the **Financial Assurance** not covered by the escrow account.

Based on the **Decommissioning Report** and the initial **Decommissioning Estimate** under this agreement, the **Financial Assurance** would be equivalent to \$1,036,800. In Year 1, the irrevocable letter of credit would be at a minimum \$777,600, unless items in Section (3)(d) indicate an annual change is required. The irrevocable letter of credit would be updated according to this agreement to ensure the amount in an irrevocable letter of credit would be equal to the **Financial Assurance** less the amount in an escrow account.

If the letter of credit exceeds the limit of the amount insured by the Federal government, the **Principal** shall provide multiple letters of credit, each below this limit.

~~(a)(c)~~ The **Principal** shall grant a perfected security interest to **Champaign County** in the escrow account.

~~(b)(d)~~ On January 1 of every third year for the first twelve years, each year after the **Special Use Permit** is granted and every second year for the remainder of this agreement, the **Financial Assurance** shall be adjusted as follows:

~~(i)~~ For each of the first twelve years after the **Special Use Permit** is granted, ~~the **Principal**, using an independent, Professional Engineer registered in the State of Illinois, shall increase adjust~~ the amount of the **Financial Assurance** and **Base Decommissioning Expenses** held as part of this agreement to ensure the **Decommissioning Report** has been updated and reflects current, accurate information in the escrow account so that, as of that date, at least 8.4% of the **Financial Assurance** is held in escrow for every year since the **Special Use Permit** is granted. At that time, the amount of **Financial Assurance** held in a security agreement may be reduced by a corresponding amount.

~~(+)(ii)~~ The total amount of the **Financial Assurance** shall be set at 125% of the new **Base Decommissioning Expense** and adjusted as follows:

~~(+)(A)~~ The **Decommissioning Expenses** shall be adjusted to reflect any increases or decreases in the Consumer Price Index.

~~(+)(B)~~ The **Salvage Value** shall be increased or decreased to reflect any ~~changes change~~ in the **Building Cost Index** of the **Salvage Value** average price of scrap steel or scrap copper based on the average price for the previous 5-years, as reported on www.steelonthenet.com or using a mutually agreed upon resource.

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(iii) Any interest earnings on the escrow account bringing the balance of the account over that required by this **Reclamation Agreement** shall be used, first, to pay any accrued **Associated Costs**, and any other obligations accrued under this **Reclamation Agreement**. The remainder will be released to the **Principal**.

(45) Should the **Principal** remove equipment or property credited to the **Salvage Value**, at any point, without the concurrent replacement of the property with property of equal or greater **Salvage Value**, or corresponding reduction in **Decommissioning Expenses** associated with the **Project**, and documentation of the same to the **Zoning Administrator**, the **Financial Assurance** shall be adjusted to reflect the change in total **Salvage Value** and total **Decommissioning Expenses**.

(56) Principal's winding down of the Project.

(a) _____ -The **Principal** may voluntarily, at such time as it deems it necessary and appropriate, and only with prior notice to the **Zoning Administrator**, perform and complete or cause to be performed and completed, the **Reclamation Work**. All **Reclamation Work** shall be completed within a ninety (90) day period, or the **Principal** shall demonstrate **Reclamation Work** is diligently being processed and moving toward completion. following the **Principal's** notification to the **Zoning Administrator**. If the work is so completed, and verified on site by the **Zoning Administrator** or his designee, the **Zoning Administrator** shall draw upon the **Financial Assurance** to pay any accrued **Associated Costs**, and then release the remainder of the **Financial Assurance** to the issuer of the **Financial Assurance**, the **Principal's** obligation to provide **Financial Assurance** under this Agreement shall cease and the **Special Use Permit** shall then expire. The **Principal's** exercise of this right shall not, in any way, limit the authority of **Champaign County** under Section (**89**), and may be denied to the extent it conflicts with this authority.

(b) The **Principal shall perform the **Reclamation Work** prior to:**

(i) Abandoning the Project;

(ii) Ceasing production of electricity from the Project, after it has begun, other than in the ordinary course of business;

(iii) Transferring the Project other than in compliance with this **Reclamation Agreement.**

(c) The **Principal's obligation to perform this **Reclamation Work** and to pay **Associated Costs** shall be independent of its obligation to provide **Financial Assurance**.**

(67) **Abandonment Process.** Once the **Zoning Administrator** has made a finding the **Project** has been **Abandoned**, the **Zoning Administrator** shall issue notice to the **Principal** that **Champaign County** will draw on the **Financial Assurance** within thirty (30) days unless the **Principal** appeals the **Zoning Administrator's** finding, pursuant to Paragraph 9.1.8 of the **Zoning Ordinance** or enters a written agreement with **Champaign County** to perform the **Reclamation Work** and remove the **Project** within ninety (90) days or the **Principal** shall

~~demonstrate Reclamation Work is diligently being processed and moving toward completion.~~
No such notice is required if the **Zoning Administrator** determines the **Project** poses an imminent threat to the health and safety of the public or any person.

(78) The **Principal** shall pay~~id~~ any accrued **Associated Costs** upon sixty (60) days written demand from the **Zoning Administrator**.

(89) Drawing Upon the **Financial Assurance**:

(a) The **Zoning Administrator** may draw upon the **Financial Assurance** to have the **Reclamation Work** completed when any of the following occur:

(i) The **Project** is deemed **Abandoned**, under the process set forth in Section (67), and the **Principal** has not responded to the notice from the **Zoning Administrator** within thirty (30) days of its issuance; or, having responded, has not appealed the **Zoning Administrator's** finding; or entered a written agreement to perform the **Reclamation Work** and remove the **Project**.

~~(ii) The **Project** is in violation of the terms of the **Special Use Permit** for a period exceeding 90 days.~~

(ii) The **Principal** does not enter into, or breaches any term of, a written agreement with **Champaign County** to perform the **Reclamation Work** and/or remove the **Project** and or the **Project's** supporting structures and regrade and provide soil and erosion control as provided in the approval of the **Zoning Case**.

(iii) Any breach or performance failure of any provision of this **Reclamation Agreement** ~~or the **Roads Agreement**~~; the failure to maintain **Financial Assurance**; the failure to replace expiring **Financial Assurance** within the deadlines set forth herein; or the removal or replacement of equipment or property from the **Project** in violation of Section (45).

(iv) The **Principal** has filed a bankruptcy petition, or compromised **Champaign County's** interest in the **Financial Assurance** in any way not specifically allowed by this **Reclamation Agreement**.

(v) A court of law, an arbitrator, mediator, or any state or Federal agency charged with enforcing State or Federal law has made a finding that either said **Project** or the structures supporting said **Project** and/or any related site grading and soil erosion controls or lack of same, constitutes a public nuisance or otherwise violates State or Federal law, or any State or Federal agency charged with enforcing State or Federal law has made a final determination imposing an administrative sanction on the **Project** or denying the **Project** a permit necessary for its lawful operation.

Comment [GL10]: Decommissioning expenses & reclamation are different and separate from violations of the Special Use Permit. Reclamation agreement needs to be in line with Section 6.1.1.C and Section 6.1.4.P. of the Zoning Ordinance, except where variances have been granted.

Comment [GL11]: Section 6.1.4.P.2. of the Zoning Ordinance requires provisions for anticipated repairs to public streets, which are included in the Decommissioning Estimate. The Roads Agreement does not relate or address decommissioning as a new agreement will be required when decommissioning takes place which would be part of a demolition contractors price.

(vi) **Champaign County** discovers any material misstatement of fact, or misleading omission of fact, made by the **Principal** or its employees or agents in the course of the **Zoning Case**, or negotiations over ~~the Roads Agreement~~ **of this Reclamation Agreement.**

(viii) The **Zoning Administrator** makes a determination the **Project**, or any part thereof, poses an imminent threat to public safety or any person, pursuant to Section (89)(d), regardless of whether the **Project** has been determined **Abandoned** using the process set forth in Section (67).

(ix) Any accrued unpaid **Associated Costs** exceed \$25,000.00

(b) **Champaign County** may draw the **Decommissioning Expenses** and all accrued **Associated Costs** from the **Financial Assurance**. No dispute as to the necessity or reasonableness of **Associated Costs** or costs of performing the **Reclamation Work** will impair the ability of **Champaign County** to draw on the **Financial Assurance**.

(c) If **Champaign County** draws on the **Financial Assurance** to dismantle, demolish, or deconstruct the **Project**, **Champaign County** will notify **Principal** and allow the **Principal** to reclaim the **Project** and related equipment and remove the dismantled, demolished, or deconstructed equipment at **Principal's** sole cost, within sixty (60) days, or reasonably agreed upon timeframe, or such later period agreed by the **Zoning Administrator**, subject to Section (45).

(d) **Public Safety Risk.** The **Zoning Administrator** may draw upon the **Financial Assurance** immediately, to perform the any work reasonably necessary to respond to an imminent threat posed by the **Project** to the health or safety of the public or any person. The **Zoning Administrator** shall not be required to first give any notice of **Abandonment** under Section (67), or to first provide a right to remove salvage property under Section (89)(c). The **Zoning Administrator**, and other agents or contractors of **Champaign County**, shall have authority from the **Principal** and the **Landowner** to enter upon the **Project** to abate such risk. The **Principal** or **Landowner** may appeal the **Zoning Administrator's** determination of such imminent threat, under the process set forth at Paragraph 9.1.8, of the **Zoning Ordinance**, but its sole remedy shall be an adjustment to **Financial Assurance** for the remainder of the **Project**, and reinstatement of the **Special Use Permit**.

(e) Any balance of the **Financial Assurance** that remains after the **Reclamation Work** shall be used to pay **Associated Costs** and any other liability the Principal owes Champaign County as a result of Reclamation Work on the Project. ~~After Associated Costs~~ After these sums are paid, any remaining **Financial Assurance** shall be returned to the issuer of the **Financial Assurance**, the **Principal's** obligation to provide **Financial Assurance** under this **Reclamation Agreement** shall cease, and the **Special Use Permit** shall expire. The Principal's remaining obligations under this Reclamation Agreement shall continue.

(f) ~~Any costs~~ Should Principal abandon the Project and fail to exercise its right to remove components of the Project under this Reclamation Agreement, any components remaining may, at Champaign County's sole discretion, be deemed forfeited to Champaign

Comment [GL12]: Section 6.1.4 P.2. of the Zoning Ordinance requires provisions for anticipated repairs to public streets, which are included in the Decommissioning Estimate. The Roads Agreement does not relate or address decommissioning as a new agreement will be required when decommissioning takes place which would be part of a demolition contractors price.

~~County and may be sold by Champaign County to recover any accrued costs of performing the Reclamation Work or Associated Costs, or any other liability owed Champaign County as a result of Reclamation Work on the Project that are not fully reimbursed recovered from by the Financial Assurance shall be reimbursed fully out of the Salvage Value of the Project and related equipment. The entire Salvage Value of the Project shall be applied to Decommissioning Expenses these debts, regardless of whether this exceeds the Salvage Value used to determine the required Financial Assurance. Any surplus Salvage Value shall be returned to the Principal or its successors. This section shall not be construed to require Champaign County to take ownership of any component of the Project, and its failure to do shall not reduce any liability Principal owes Champaign County relating to the Project, under this Reclamation Agreement, or otherwise.~~

(710) The Principal shall be solely liable to the issuer of the Financial Assurance for all costs and fees associated with issuing and maintaining the Financial Assurance. Principal shall provide Champaign County with current copies of its agreement with the issuer of the Financial Assurance (e.g., escrow agreement, letter of credit). This agreement shall provide:

- (a) Champaign County is authorized to draw upon the Financial Assurance as provided in this Reclamation Agreement.
- (b) Champaign County will be a third party beneficiary of any such agreement between Principal and the issuer.
- (c) Champaign County will be notified by the issuer directly of any lapse or default in the agreement between the Principal and the issuer, and provided an opportunity to cure any default by the Principal so as to preserve its Financial Assurance.
- (d) Such agreement shall be renewed on a regular basis or survive the expiration of the Special Use Permit and the expiration of this Reclamation Agreement.

(811) Transfer of Interest. This Reclamation Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors, assignees, and legal representatives. This Reclamation Agreement may not be assigned without the written consent of the other parties hereto. The Principal shall ensure that any sale, assignment in fact or at law, or other such transfer of the Principal's interest in the Project be subject to the following terms:

- (a) Upon any proposed change in ownership of the subject Project, but at least ninety (90) days prior to the legal transfer of title, the new owner shall:
 - (i) submit to the Zoning Administrator a new Financial Assurance of the same value;
 - (ii) sign a new Reclamation Agreement with conditions identical to this Reclamation Agreement.
 - (iii) provide a copy of all documents transferring ownership to the Zoning Administrator.

(b) The sale, assignment in fact or at law, or such other transfer of the **Principal's** interest in the **Project** shall in no way affect or change the **Principal's** obligation to continue to comply with the terms of this **Reclamation Agreement**. Any such transfer shall include, as one of its terms, that the successor or assignee shall assume the terms, covenants and obligation of this **Reclamation Agreement**. The successor or assignee shall be jointly and severally liable for all liability and responsibility to **Champaign County** for the **Project**.

(c) The **Zoning Administrator** shall release the **Financial Assurance** to the issuer only upon receipt of acceptable documentation from the new owner, and the issuer of the new owner's **Financial Assurance**, satisfying the **Zoning Administrator** of compliance with this Section (8), including but not necessarily limited to, documentation of the new **Financial Assurance**, any agreement between the new owner and the issuer of the **Financial Assurance**, and the new **Reclamation Agreement**, signed by the new owner and approved by the **Champaign County Board**.

(912) One hundred twenty (120) days prior to the expiration date of an irrevocable letter of credit submitted pursuant to this **Reclamation Agreement**, the **Zoning Administrator** shall notify the **Principal** in writing and request information about the **Principal's** intent to renew the letter of credit, or remove the **Project**. The landowner shall have thirty (30) days to respond in writing to this request. If the **Principal's** intention is to remove the **Project**, the **Principal** shall have a total of ninety (90) days, or reasonably agreed upon timeframe, from the initial notification to remove the **Project** and perform the **Reclamation Work**. At the end of ninety (90) days, or reasonably agreed upon timeframe, the **Zoning Administrator** shall have a period of thirty (30) days to either:

- (a) Confirm that the **Financial Assurance** has been renewed; or
- (b) Inspect the subject property to ensure the **Reclamation Work** has been performed.

At the end of this period, if the **Financial Assurance** has not been renewed and the **Reclamation Work** has not been performed, the **Zoning Administrator** may draw on the **Financial Assurance** and commence the **Reclamation Work**.

~~(1013)~~ The **Principal** shall reimburse **Champaign County** for all attorneys fees and legal fees incurred by **Champaign County** except to the extent of the negligence or intentional misconduct of Champaign County, both before and after the **Reclamation Work**, in connection with the performance of the **Reclamation Work**; and, if any action at law or in equity, is brought by **Champaign County** to enforce this **Reclamation Agreement** and **Champaign County** prevails in such litigation, **Champaign County** shall be entitled to receive from the **Principal** reasonable attorneys' fees and costs incurred, in addition to any other relief to which **Champaign County** may be entitled.

~~(1114)~~ **Principal** shall grant **Champaign County** a security interest, equal to the **Salvage Value**, in the **Project**, to be recorded with the Illinois Secretary of State as a security interest, and with the **Champaign County** Recorder of Deeds as a fixture filing. Security interest granted to Champaign County equal to the Salvage Value of the Project shall be subordinate

~~to other security interests granted to debtors and financiers of the project. Principal shall maintain the components of the Project free clear of any other liens, security interests, or mortgages, including, but not limited to, mechanics liens, construction liens, and purchase liens for materials, and the components shall not be pledged as collateral in any way toward any debt, including, but not limited to, the letter of credit used as part of the Financial Assurance.~~

(4215) Consideration. The Principal's consideration for this Reclamation Agreement shall include the stipulation of Champaign County that the Principal has complied with the requirement of Paragraphs 6.1.1.C. and 6.1.4.P of the Zoning Ordinance, for so long as the Principal has complied with this Reclamation Agreement. The Landowners' consideration for this Reclamation Agreement shall include the economic viability of the Principal, and the decreased risk of abandonment of derelict equipment on their property, and other good and valuable consideration.

(4316) In no event shall Champaign County be obliged by this Reclamation Agreement to the Landowners to perform any Reclamation Work for the benefit of the Landowners.

(4417) Other requirements:

(a) Principal shall notify Champaign County by certified mail of the commencement of a voluntary or involuntary bankruptcy proceeding, naming the Principal as debtor, within ten days of commencement of the proceedings.

(b) Principal agrees that the sale, assignment in fact or at law, or such other transfer of Principal's financial interest in the Project and related equipment shall in no way affect or change Principal's obligation to continue to comply with the terms of this Reclamation Agreement. Any successor or assignee of Principal shall assume the terms, covenants and obligations of this Agreement and agree to be jointly and severally liable with the Principal for the Reclamation Work and all other reclamation liability for the Project.

(c) Principal and the Landowners hereby authorize Champaign County the right of entry onto the Project premises for the purpose of inspecting the methods of reclamation, monitoring compliance with this Reclamation Agreement, confirming the Principal's assurances the Project has not been Abandoned, or for performing Reclamation Work, if necessary.

(d) Forum Selection. The parties agree that any disputes arising out of, related to, or connected with this Reclamation Agreement shall be litigated, if at all, solely in the Circuit Court of the Sixth Judicial Circuit, Champaign County, Illinois. The parties stipulate that jurisdiction and venue for any such disputes lies in this Court.

(e) Principal shall defend, indemnify and hold harmless Champaign County from and against any and all claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including reasonable attorneys', investigators' and consulting fees, court costs and litigation expenses suffered or incurred by Champaign County, arising from any and all legal disputes, in law or equity, relating to ~~the Zoning Case; and the actions of~~

~~omissions of Principal under this Reclamation Agreement or the Special Use Permit~~; whether such claims are brought by the **Landowners**, neighboring landowners, their respective assigns, successors in interest, third parties, or others, except to the limited extent such claims arise from the intentional misconduct of **Champaign County**.

Comment [GL13]: Decommissioning expenses & reclamation are different and separate from the Zoning Case and the Special Use Permit. Reclamation agreement needs to be in line with Section 6.1.1 C and Section 6.1.4 P. of the Zoning Ordinance, except where variances have been granted.

(f) **No Waiver or Relinquishment of Right to Enforce Agreement.** Failure of any party to this **Reclamation Agreement** to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

(g) **Severability.** Should any provision of this **Reclamation Agreement** be held to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding.

(h) **Notices.** When any notice to the **Principal** is required by this **Reclamation Agreement**, it shall be deemed sent as of the date it is sent by registered or certified mail to the following address:

California Wind Energy LLC
Attention: ~~Project Manager~~ General Counsel
1 South Wacker Drive, Suite 1900
Chicago, Illinois 60606

Principal may change this address with thirty (30) days' notice by notifying the **Zoning Administrator** by registered or certified mail to the following address:

Champaign County Zoning Administrator
1776 East Washington
Urbana, Illinois 61801

Notice to **Landowners** may be sent to the addresses set forth in Attachment C.

(i) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page to this **Reclamation Agreement** by telecopier shall be as effective as delivery of a manually signed counterpart to this **Reclamation Agreement**.

(j) **Commencement of Project.** This **Reclamation Agreement** shall be void if substantial construction of the **Project** is not commenced on or before March 1, 2013.

(k) Governing Law. This **Reclamation Agreement** shall be governed by and interpreted in accordance with the laws of the State of Illinois (the state in which this **Reclamation Agreement** is deemed to have been executed and delivered), irrespective of any conflict of laws provisions.

(l) Memorandum of Agreement. A Memorandum of this **Reclamation Agreement**, substantially in the form of Attachment D hereto, shall be recorded with the Champaign County Recorder of Deeds by the **Principal** at its expense within thirty (30) days after the execution of this **Reclamation Agreement** and a copy of the recorded Memorandum shall be delivered to the **Zoning Administrator** within sixty (60) days of the execution of this **Reclamation Agreement**.

(m) This Reclamation Agreement shall survive the termination of the Special Use Permit.

~~(n)~~ The liability of the Principal for a breach of this Reclamation Agreement shall not be capped by the amount of the Financial Assurance.

~~(4018)~~ The signatory on behalf of California Ridge Wind Energy LLC has been authorized by California Ridge Wind Energy LLC to enter into this agreement.

[signature page to follow]

PRINCIPAL:

California Ridge Wind Energy LLC

By: _____

Name: _____

Its: _____

Date: _____

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me this ____ day of _____, 2011, _____
_____, who executed the foregoing instrument, and acknowledged the same, on behalf of
California Ridge Wind Energy LLC.

(S E A L)

Name: _____
Notary Public, State of Illinois
My Commission Expires: _____

COUNTY:

Champaign County, State of Illinois

By: _____
Name: _____
Its: _____
Date: _____

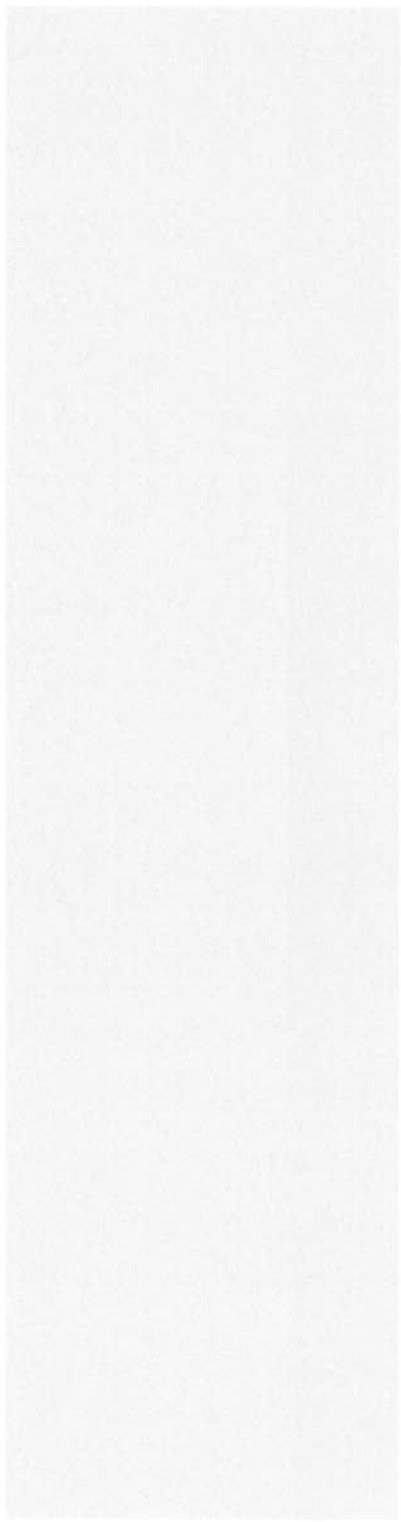
ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

Personally came before me this ____ day of _____, 2011, _____
_____, who executed the foregoing instrument, and acknowledged the same, on behalf of
Champaign County, State of Illinois.

(S E A L)

Name: _____
Notary Public, State of Illinois
My Commission Expires: _____



ATTACHMENT A

DECOMMISSIONING ESTIMATE

Case 696-S-11

For the **Project**, Initial decommissioning expenses, salvage values, and amounts for reclamation are indicated below and will be as follows for financial assurance.

The **Project** as defined in the **Zoning Case** in the townships of Ogden and Compromise, Champaign County, Illinois, as described in the **Special Use Permit** indicate the construction of 30 wind turbine generators which this **Decommissioning Estimate** assumes as the number to be constructed under the **Special Use Permit**.

Category	Item Number	Description	Amount	Notes
Decommissioning Expenses	1.	Turbine Removal	\$129,000 per turbine	Decommissioning Report
	2.	Turbine Foundation Removal	\$16,000 per turbine	Decommissioning Report
	3.	Access Roadway Removal	\$8,575 per turbine	Decommissioning Report
	4.	Crane Pad Removal	\$950 per turbine	Decommissioning Report
	5.	Cable Removal	\$0 per turbine	Decommissioning Report
	6.	Earthwork and Topsoil	\$10,225 per turbine	Decommissioning Report
	7.	Roadwork Estimate	\$25,000 per turbine	Estimate for repairs
	8.	Decommissioning Expenses	\$189,750 per turbine	
	9.	Total Decommissioning Expense	\$5,692,500	
Salvage Value	10.	Scrap Steel Salvage Value	\$323 per ton	5-year average scrap steel price http://www.steelonthenet.com/commodity_prices.html
	11.	Recoverable Steel	327.5 tons per turbine	Decommissioning Report
	12.	Copper	\$53,820 per turbine	Decommissioning Report
	13.	Transformers	\$2,500 per turbine	Decommissioning Report
	14.	Salvage Value	\$162,102	
	15.	Total Salvage Value	\$4,863,060	
Base Decommissioning Expense	16.	Base Decommissioning Expense	\$829,440	

PRELIMINARY

696-S-11

**SUMMARY OF EVIDENCE, FINDING OF FACT
AND FINAL DETERMINATION**

of

Champaign County Zoning Board of Appeals

Final Determination: { ***GRANTED/ GRANTED WITH SPECIAL CONDITIONS/ DENIED*** }

Date: September 29, 2011

Petitioners: California Ridge Wind Energy LLC and the landowners listed in the attached list of participating landowners

Request: Authorize a Wind Farm which consists of 30 Wind Farm Towers (wind turbines) in total with a total nameplate capacity of 48 megawatts (MW) of which 28 Wind Farm Towers with a total nameplate capacity of 45 MW are proposed in Compromise Township (Part A) and 2 Wind Farm Towers with a total nameplate capacity of 3 MW are proposed in Ogden Township (Part B), and including access roads, wiring, and public road improvements, and including the following waivers of standard conditions:

1. Waive the standard condition of 6.1.4 D. 1 (a) that requires certificates of design compliance from Underwriters Laboratories ("UL") or equivalent third party.
 2. Waive the standard condition of 6.1.4 F.1. that requires a signed Roadway Upgrade and Maintenance Agreement prior to the close of the public hearing before the Zoning Board of Appeals.
 3. Waive the standard condition of 6.1.4 F.1.u. that requires street upgrades be in accordance with IDOT Bureau of Local Roads manual, 2005 edition.
 4. Waive the standard condition 6.1.4 I. 1. that requires the noise level of each wind farm tower and wind farm to be in compliance with the Illinois Pollution Control Board regulations at the residential property line rather than to be compliance just at the dwelling.
 5. Waive the standard condition of 6.1.4 J. that requires the application to contain a copy of the Agency Action Report from the Illinois Department of Natural Resources Endangered Species Program.
 6. Waive the standard condition of 6.1.4 P.4.(b) that requires the applicant to gradually pay down 100% of the value of the irrevocable letter of credit by placing cash deposits in an escrow account over the first 13 years of the Wind Farm operation.
 7. Waive the standard condition of 6.1.4 S.1.(c)(3) that requires that locations of wind turbines for the zoning use permit application cannot increase the noise impact over that approved in the special use permit.
-

PRELIMINARY

SUMMARY OF EVIDENCE

From the documents of record and the testimony and exhibits received at the public hearing conducted on **August 25, 2011; September 1, 2011; September 8, 2011; and September 29, 2011**, the Zoning Board of Appeals of Champaign County finds that:

1. The petitioners are California Ridge Wind Energy LLC and the participating landowners.
Regarding the petitioners:
 - A. California Ridge Wind Energy LLC is wholly owned by Invenergy Wind North America LLC, One South Wacker Drive, Suite 1900, Chicago, IL 60606, with President, Michael Polsky; Vice President, James Murphy; Vice-President, Bryan Schueler; Vice-President, James Shield; Vice-President, Kevin Parzyck; Secretary, Joseph Condo, all with offices at One South Wacker Drive, Suite 1900, Chicago, IL 60606. Invenergy is headquartered in Chicago and has 21 completed and operating wind projects and has four wind projects in construction and three other wind projects under contract and recently received approval for more than 100 wind turbines in adjacent Vermilion County as part of the overall California Ridge wind project.
 - B. The participating landowners listed in the attached list have signed grants for the use of their property for the proposed wind farm.
2. The subject property consists of approximately 10,193 acres in the following townships:
 - A. In Compromise Township the following sections are included with exceptions as described in the attached list of participating landowners and relevant properties:
 - (1) Sections 19, 20, 21, 28, 29, 30, 31, 32, and 33 of T21N, R14W of the 2nd P.M.,
 - (2) Sections 24, 25, and 36 of T21N, R10E of the 3rd P.M.,
 - (3) Fractional Sections 30 and 31 of T21N, R11E, of the 3rd P.M.
 - B. In Ogden Township the following sections are included with exceptions as described in the attached list of participating landowners and relevant properties:
 - (1) Fractional Section 6, T20N, R11E of the 3rd P.M.,
 - (2) Fractional Sections 4, 5, 6, and 7 of T20N, R14W of the 2nd P.M.,
 - (3) Sections 8, 9, and 16 of T20N, R14W of the 2nd P.M.
3. No part of the subject property is located within the one-and-one-half miles of the Village of Royal which is a municipal zoning jurisdiction. Illinois law (55 ILCS 5/5-12020) reserves jurisdiction over wind farms and electric generating wind devices within one-and-one-half miles of a municipal zoning jurisdiction to that municipality and so Champaign County cannot authorize any wind farm development within a mile and a half of the Village of Royal.

GENERALLY REGARDING LAND USE AND ZONING IN THE IMMEDIATE VICINITY

4. The proposed wind farm is in the AG-1 Agriculture Zoning District and surrounds an isolated portion of the CR Conservation Recreation Zoning District in Fractional Section 4 of Ogden Township and also the B-1 Rural Trade Center Zoning District at Dailey in Section 33 of Compromise Township. Land use within the area of the proposed wind farm consists primarily of agriculture but there are also individual single family dwellings throughout the area and an FS fertilizer plant at Dailey.

GENERALLY REGARDING THE PROPOSED SPECIAL USE

5. Regarding the site plan of the proposed WIND FARM, there is no single map or plan of the WIND FARM and the site plan consists of the following documents:
 - A. California Ridge Wind Energy Project Champaign County Special Use Permit Application received July 1, 2011
 - B. Status Summary Map with Setbacks California Ridge Wind Energy Center, Champaign and Vermilion Counties, received July 21, 2011 (an excerpt of only the Champaign County portion)
 - C. Champaign County Non-Participating Dwelling Separation Summary map received July 29, 2011 Parcel
 - D. Map of Conservation Recreation Zoning District and Incorporated Municipality Setback Compliance received September 29, 2011

GENERALLY REGARDING SPECIFIC ORDINANCE REQUIREMENTS

6. Regarding authorization for a “wind farm” in the AG-1 Agriculture Zoning District in the *Zoning Ordinance*:
 - A. The County Board amended the Zoning Ordinance by adopting revised wind farm requirements when it adopted Ordinance No. 848 on May 21, 2009. Subsequent amendments revised the definition of a WIND FARM and a WIND FARM TOWER (Ordinance No. 863 (Case 634-AT-08 Part B)) and revised the basic reclamation agreement requirements and the Restricted Land Area and Airport separations (Ordinance No. 861 (Case 658-AT-09)) and eliminated contradictory requirements related to shadow flicker (Ordinance No. 864 (Case 664-AT-10)).
 - B. Section 5.2 only authorizes “wind farm” in the AG-1 District and requires a special use permit authorized by the County Board.
 - C. Paragraph 6.1.2 A. indicates that all Special Use Permits with exterior lighting shall be required to minimize glare on adjacent properties and roadways by the following means:

PRELIMINARY

- (a) All exterior light fixtures shall be full-cutoff type lighting fixtures and shall be located and installed so as to minimize glare and light trespass. Full cutoff means that the lighting fixture emits no light above the horizontal plane.
 - (b) No lamp shall be greater than 250 watts and the Board may require smaller lamps when necessary.
 - (c) Locations and numbers of fixtures shall be indicated on the site plan (including floor plans and building elevations) approved by the Board.
 - (d) The Board may also require conditions regarding the hours of operation and other conditions for outdoor recreational uses and other large outdoor lighting installations.
 - (e) The Zoning Administrator shall not approve a Zoning Use Permit without the manufacturer's documentation of the full-cutoff feature for all exterior light fixtures.
- D. Subsection 6.1.4 contains the standard conditions for any WIND FARM which are as follows (capitalized words are defined in the Ordinance):
- (1) Requirements for what must be included in the area of the WIND FARM are in 6.1.4A.
 - (2) Paragraph 6.1.4 B. eliminates LOT AREA, AVERAGE LOT WIDTH, SETBACK, YARD, and LOT COVERAGE requirements from applying to a WIND FARM.
 - (3) Paragraph 6.1.4 C. contains minimum separations for WIND FARM TOWERS from other STRUCTURES, BUILDINGS, and USES and provides for PRIVATE WAIVERS of minimum separations.
 - (4) Paragraph 6.1.4 D. contains standard conditions for the design and installation of WIND FARM TOWERS.
 - (5) Paragraph 6.1.4 E. contains standard conditions to mitigate damage to farmland.
 - (6) Paragraph 6.1.4 F. contains standard conditions for use of public streets.
 - (7) Paragraph 6.1.4 G. contains standard conditions for coordination with local fire protection districts.
 - (8) Paragraph 6.1.4 H. contains standard conditions to eliminate electromagnetic interference.
 - (9) Paragraph 6.1.4 I. contains standard conditions for the allowable noise level.

- (10) Paragraph 6.1.4 J. contains standard conditions for endangered species consultation.
 - (11) Paragraph 6.1.4 K. contains standard conditions for historic and archaeological resources review.
 - (12) Paragraph 6.1.4 L. contains standard conditions for acceptable wildlife impacts from WIND FARM construction and ongoing operation of the WIND FARM.
 - (13) Paragraph 6.1.4 M. contains standard conditions for shadow flicker caused by the rotors of the WIND FARM TOWERS.
 - (14) Paragraph 6.1.4 N. contains standard conditions for the minimum liability insurance for the WIND FARM.
 - (15) Paragraph 6.1.4 O. contains other standard conditions for operation of the WIND FARM.
 - (16) Paragraph 6.1.4 P. contains standard conditions for a decommissioning plan and site reclamation agreement for the WIND FARM and modifies the basic site reclamation requirements in paragraph 6.1.1 A.
 - (17) Paragraph 6.1.4 Q. contains standard conditions for a complaint hotline for complaints related to WIND FARM construction and ongoing operation.
 - (18) Paragraph 6.1.4 R. contains the standard condition for expiration of the WIND FARM County Board Special Use Permit.
 - (19) Paragraph 6.1.4 S. contains standard conditions establishing additional requirements for application for a WIND FARM County Board Special Use Permit that supplement the basic requirements for a special use permit application.
- E. Paragraph 9.1.11.D.1. states that a proposed Special Use that does not conform to the standard conditions requires only a waiver of that particular condition and does not require a variance. Regarding standard conditions:
- (1) The Ordinance requires that a waiver of a standard condition requires the following findings:
 - (a) that the waiver is in accordance with the general purpose and intent of the ordinance; and
 - (b) that the waiver will not be injurious to the neighborhood or to the public health, safety, and welfare.

PRELIMINARY

- (2) However, a waiver of a standard condition is the same thing as a variance and Illinois law (55ILCS/ 5-12009) requires that a variance can only be granted in accordance with general or specific rules contained in the Zoning Ordinance and the VARIANCE criteria in paragraph 9.1.9 C. include the following in addition to criteria that are identical to those required for a waiver:
 - (a) Special conditions and circumstances exist which are peculiar to the land or structure involved, which are not applicable to other similarly situated land and structures elsewhere in the same district.
 - (b) Practical difficulties or hardships created by carrying out the strict letter of the regulations sought to be varied will prevent reasonable or otherwise permitted use of the land or structure or construction
 - (c) The special conditions, circumstances, hardships, or practical difficulties do not result from actions of the applicant.
 - (3) Including findings based on all of the criteria that are required for a VARIANCE for any waiver of a standard condition will eliminate any concern related to the adequacy of the required findings for a waiver of a standard condition and will still provide the efficiency of not requiring a public hearing for a VARIANCE, which was the original reason for adding waivers of standard conditions to the Ordinance.
- F. The following definitions from the *Zoning Ordinance* are especially relevant to the requested Special Use Permit (capitalized words are defined in the Ordinance):
- (1) DWELLING OR PRINCIPAL BUILDING, PARTICIPATING: A DWELLING on land that is leased to a WIND FARM.
 - (2) DWELLING OR PRINCIPAL BUILDING, NON- PARTICIPATING: A DWELLING on land that is not leased to a WIND FARM.
 - (3) NON-ADAPTABLE STRUCTURE: Any STRUCTURE or physical alteration to the land which requires a SPECIAL USE permit, and which is likely to become economically unfeasible to remove or put to an alternate USE allowable in the DISTRICT (by right or by SPECIAL USE).
 - (4) PRIVATE WAIVER: A written statement asserting that a landowner has agreed to waive a specific WIND FARM standard condition and has knowingly agreed to accept the consequences of the waiver. A PRIVATE WAIVER must be signed by the landowner.
 - (5) SPECIAL CONDITION is a condition for the establishment of a SPECIAL USE.

- (6) SPECIAL USE is a USE which may be permitted in a DISTRICT pursuant to, and in compliance with, procedures specified herein.
 - (7) WIND FARM: A unified development of WIND FARM TOWERS and all other necessary components including cabling, transformers, a common switching station, and maintenance and management facilities which are intended to produce electricity by conversion of wind energy and to deliver the electricity to the power grid. A WIND FARM is under a common ownership and operating control even though the individual WIND FARM TOWERS may be located on land that is leased from many different landowners. A WIND TURBINE TOWER or WIND TURBINE TOWERS that do not conform to the definitions of either a SMALL WIND TURBINE TOWER or a BIG WIND TURBINE TOWER shall by definition be considered a WIND FARM and may only be authorized as a WIND FARM.
 - (8) WIND FARM TOWER: A wind turbine nacelle and rotor and the supporting tower structure that are part of a WIND FARM development and intended to produce electricity for the power grid or any WIND TURBINE TOWER that does not conform to the definitions of either a SMALL WIND TURBINE TOWER or a BIG WIND TURBINE TOWER.
 - (9) WIND TOWER, TEST: A tower that is installed on a temporary basis not to exceed three years and that is intended for the sole purpose of collecting meteorological data regarding the wind.
- F. Section 9.1.11 requires that a Special Use Permit shall not be granted by the Zoning Board of Appeals unless the public hearing record and written application demonstrate the following:
- (1) That the Special Use is necessary for the public convenience at that location;
 - (2) That the Special Use is so designed, located, and proposed as to be operated so that it will not be injurious to the DISTRICT in which it shall be located or otherwise detrimental to the public welfare;
 - (3) That the Special Use conforms to the applicable regulations and standards of and preserves the essential character of the DISTRICT in which it shall be located, except where such regulations and standards are modified by Section 6.
 - (4) That the Special Use is in harmony with the general purpose and intent of this ordinance.
 - (5) That in the case of an existing NONCONFORMING USE, it will make such USE more compatible with its surroundings.

PRELIMINARY

- G. Paragraph 9.1.11.D.2. states that in granting any SPECIAL USE permit, the BOARD may prescribe SPECIAL CONDITIONS as to appropriate conditions and safeguards in conformity with the Ordinance. Violation of such SPECIAL CONDITIONS when made a party of the terms under which the SPECIAL USE permit is granted, shall be deemed a violation of this Ordinance and punishable under this Ordinance.

GENERALLY REGARDING WHETHER THE SPECIAL USE IS NECESSARY FOR THE PUBLIC CONVENIENCE AT THIS LOCATION

7. Generally regarding the *Zoning Ordinance* requirement that the proposed Special Use is necessary for the public convenience at this location:
- A. The Petitioner has testified on the application, **“The proposed use is necessary for public convenience at this location with its excellent wind resource, strong community support, parcels leased by landowners for wind development and proximity to transmission.”**
- B. The State of Illinois has adopted a Renewable Portfolio Standard that established a goal of 25% of the State’s energy coming from renewable sources by the year 2025.

GENERALLY REGARDING WHETHER THE SPECIAL USE WILL BE INJURIOUS TO THE DISTRICT OR OTHERWISE INJURIOUS TO THE PUBLIC WELFARE

8. Generally regarding the *Zoning Ordinance* requirement that the proposed Special Use be designed, located, and operated so that it will not be injurious to the District in which it shall be located, or otherwise detrimental to the public welfare:
- A. The Petitioner has testified on the application, **“The proposed land use will not be injurious to the District or otherwise detrimental to the public welfare as described in the Application and it will follow the local ordinance requirements.”** (Note that the Application referred to is the 700 page *California Ridge Wind Energy Project Champaign County Special Use Permit Application* received July 1, 2011)
- B. Regarding surface drainage, see the discussion under item 9.
- C. Regarding the traffic conditions in the proposed WIND FARM the WIND FARM developer (Invenergy) is negotiating road use agreements with the County Engineer and also with the Compromise and Ogden Township Highway Commissioners. See the discussion under item 9.
- D. Regarding fire protection see the discussion under item 9.
- E. The subject property is not located within a Special Flood Hazard Area.
- F. Regarding outdoor lighting on the subject property, none appears to be indicated on the site plan received

- G. There is no wastewater treatment and disposal required for the proposed WIND FARM.
- J. Regarding parking, there is no required parking for the proposed WIND FARM.
- K. Regarding life safety considerations related to the proposed Special Use:
 - (1) Champaign County has not adopted a building code. Life safety considerations are considered to a limited extent in Champaign County land use regulation as follows:
 - (a) The Office of the State Fire Marshal has adopted the Code for Safety to Life from Fire in Buildings and Structures as published by the National Fire Protection Association (NFPA 101) 2000 edition, Life Safety Code, as the code for Fire Prevention and Safety as modified by the Fire Prevention and Safety Rules, 41 Ill. Adm Code 100, that applies to all localities in the State of Illinois.
 - (b) The Office of the State Fire Marshal is authorized to enforce the Fire Prevention and Safety Rules and the code for Fire Prevention and Safety and will inspect buildings based upon requests of state and local government, complaints from the public, or other reasons stated in the Fire Prevention and Safety Rules, subject to available resources.
 - (c) The Office of the State Fire Marshal currently provides a free building plan review process subject to available resources and subject to submission of plans prepared by a licensed architect, professional engineer, or professional designer that are accompanied by the proper Office of State Fire Marshal Plan Submittal Form.
 - (d) Compliance with the code for Fire Prevention and Safety is mandatory for all relevant structures anywhere in the State of Illinois whether or not the Office of the State Fire Marshal reviews the specific building plans.
 - (e) Compliance with the Office of the State Fire Marshal's code for Fire Prevention and Safety is not required as part of the review and approval of Zoning Use Permit Applications.
 - (f) The Illinois Environmental Barriers Act (IEBA) requires the submittal of a set of building plans and certification by a licensed architect that the specific construction complies with the Illinois Accessibility Code for all construction projects worth \$50,000 or more and requires that compliance with the Illinois Accessibility Code be verified for all Zoning Use Permit Applications for those aspects of the construction for which the Zoning Use Permit is required.
 - (g) The Illinois Accessibility Code incorporates building safety provisions very similar to those of the code for Fire Prevention and Safety.

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- (h) No part of the proposed special use permit for a WIND FARM will have to be accessible.
- L. See Section 12 for a summary of evidence regarding whether any requested waiver of standard conditions will be injurious to the District in which it shall be located, or otherwise detrimental to the public welfare.
- M. Other than as reviewed elsewhere in this Summary of Evidence, there is no evidence to suggest that the proposed Special Use will generate either nuisance conditions such as odor, noise, vibration, glare, heat, dust, electromagnetic fields or public safety hazards such as fire, explosion, or toxic materials release, that are in excess of those lawfully permitted and customarily associated with other uses permitted in the zoning district.

GENERALLY REGARDING WHETHER THE SPECIAL USE CONFORMS TO APPLICABLE REGULATIONS AND STANDARDS AND PRESERVES THE ESSENTIAL CHARACTER OF THE DISTRICT

- 9. Generally regarding the *Zoning Ordinance* requirement that the proposed Special Use conforms to all applicable regulations and standards and preserves the essential character of the District in which it shall be located, except where such regulations and standards are modified by Section 6 of the Ordinance:
 - A. The Petitioner has testified on the application, “**Reference Section 3.4; Section 4.1.1; and Appendix H of the Application.**” (Note that the Application referred to is the 700 page *California Ridge Wind Energy Project Champaign County Special Use Permit Application* received July 1, 2011)
 - B. Regarding compliance with the *Zoning Ordinance*:
 - (1) WIND FARM is authorized only by the County Board and only by Special Use Permit in the AG-1 Agriculture Zoning District.
 - (2) There is no required parking.
 - (3) Requirements for what must be included in the area of the WIND FARM Special Use Permit are in subparagraph 6.1.4 A.1. At this time the area of the WIND FARM Special Use Permit includes all of the relevant parcels of the participating landowners. A waiver of the standard condition of 6.1.4 A. 1.(e) that requires the special use permit area to include a minimum of 40 feet wide area for electrical lines has been requested and is discussed on p. 3-9 of the *California Ridge Wind Energy Project Champaign County Special Use Permit Application* received July 1, 2011, as follows (waiver #1):
 - (a) During construction California Ridge will encounter field conditions which occasionally require rerouting of collection systems amongst a property.
 - (b) Some relevant information will not be known until immediately before or during construction and will require adjustment and relocation of underground cable installations.

- (c) Authorizing the requested waiver will allow adjustments up to until and during construction to ensure field conditions and landowner concerns are accounted for in the final wind farm design and construction.
 - (d) As proposed, the area of the WIND FARM Special Use Permit will be much larger than the minimum area intended by the requirements of 6.1.4A.1. and there is no waiver required.
- (4) Subparagraph 6.1.4 A.2. identifies certain areas where a WIND FARM Special Use Permit shall not be located.
- (a) Item 6.1.4 A.2.(a) requires a WIND FARM to be more than one and one half miles from an incorporated municipality with a zoning ordinance. The Map of Conservation Recreation Zoning District and Incorporated Municipality Setback Compliance received September 29, 2011, indicates that no part of the WIND FARM is proposed closer than 1.5 miles from the Village of Royal.
 - (b) Item 6.1.4 A.2.(b) requires a wind farm to be a minimum of one mile from the CR District. The Map of Conservation Recreation Zoning District and Incorporated Municipality Setback Compliance received September 29, 2011, indicates that no part of the WIND FARM is proposed closer than 1.5 miles from the Village of Royal.
- (4) Paragraph 6.1.4 B. eliminates LOT AREA, AVERAGE LOT WIDTH, SETBACK, YARD, and LOT COVERAGE requirements from applying to a WIND FARM.
- (5) Paragraph 6.1.4 C. contains minimum separations for WIND FARM TOWERS from other STRUCTURES, BUILDINGS, and USES and provides for PRIVATE WAIVERS of minimum separations. The *Special Use Permit Application* received July 1, 2011, discussed the proposed separations on pages 3-8 and 3-9 and illustrated the proposed separations in Figure 3-5 Participating Properties and Champaign County Required Setbacks. The proposed WIND FARM complies with all minimum separations in paragraph 6.1.4 C.

Review of apparent WIND FARM TOWER locations by the Zoning Administrator indicates that in many locations WIND FARM TOWERS appear to be closer to adjacent participating properties than allowed by minimum separations. Minimum separations can be waived by means of PRIVATE WAIVERS. The only private waivers in the WIND FARM are the waivers agreed to by the PARTICIPATING landowners and those waivers have been documented and are in the chain of title of deed.

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- (6) Paragraph 6.1.4 D. contains standard conditions for the design and installation of WIND FARM TOWERS. Compliance with paragraph 6.1.4 D. can be summarized as follows:
- (a) Subparagraph 6.1.4 D. 1 (a) requires certificates of design compliance from Underwriters Laboratories (“UL”) or equivalent third party. The *Special Use Permit Application* received July 1, 2011, did not include a certificate of design compliance. The Supplemental Memorandum dated August 25, 2011, reviewed the required waiver of 6.1.4 D.1(a) and proposed a special condition to require this certification as a condition for a Zoning Compliance Certificate.
 - (b) Subparagraph 6.1.4 D. 1 (b) requires certification by an Illinois Professional Engineer or Illinois Licensed Structural Engineer that the foundation and tower design are within accepted standards. The *Special Use Permit Application* received July 1, 2011, discussed this requirement on pages 3-4 and 4-3. A special condition has been proposed to ensure compliance with this requirement
 - (c) Subparagraph 6.1.4 D. 2. establishes minimum requirements for controls and brakes. The *Special Use Permit Application* received July 1, 2011, reviews controls and brakes on p. 4-2 and meets the requirements.
 - (d) Subparagraph 6.1.4 D. 3. establishes minimum requirements for electrical components. The *Special Use Permit Application* received July 1, 2011, reviews electrical components on p. 4-1 and meets the requirements.
 - (e) Subparagraph 6.1.4 D. 4. establishes a requirement for monopole construction. The *Special Use Permit Application* received July 1, 2011, reviews the proposed tower on p. 4-2 and illustrates the proposed tower on p. 4-4 and meets the requirement.
 - (f) Subparagraph 6.1.4 D. 5. establishes a requirement for the total WIND FARM TOWER height (measured to the tip of the highest rotor blade) to be less than 500 feet. The *Special Use Permit Application* received July 1, 2011, reviewed the proposed tower height on p. 4-8 and it meets the requirement with a total height of 492 feet.
 - (g) Subparagraph 6.1.4 D. 6. establishes a requirement for a white or gray or another non-reflective, unobtrusive color for WIND FARM TOWERS, turbine nacelles, and blades. As depicted on p. 3-7 and in Appendix A and explained on page 1 of Appendix B of the *Special Use Permit Application* received July 1, 2011, the proposal meets the requirement.

- (h) Subparagraph 6.1.4 D. 7. establishes a requirement for compliance with all Federal Aviation Administration (FAA) requirements. The *Special Use Permit Application* received July 1, 2011, explains on p. 5-13 that proposed WIND FARM will comply with FAA requirements.
 - (i) Subparagraph 6.1.4 D. 8. requires warnings for all pad mounted transformers. The *Special Use Permit Application* received July 1, 2011, explains on p. 3-4 that each turbine transformer will have proper voltage warning signs.
 - (j) Subparagraph 6.1.4 D. 9 requires wind farm towers to be protected by non-climbing devices 12 feet vertically from the base. The *Special Use Permit Application* received July 1, 2011, requested a waiver from this requirement on p. 4-1 and the waiver was reviewed in the Supplemental Memorandum dated August 25, 2011. The specific wording of 6.1.4 D.9 requires "...devices such as fences at least six feet high with locking portals or anti-climbing devices 12 feet vertically from the base of the WIND FARM TOWER." (emphasis added) and the locking door on the outside of the smooth skinned monopole is a device that is similar so no waiver is required.
- (7) Paragraph 6.1.4 E. contains standard conditions to mitigate damage to farmland. The *Special Use Permit Application* received July 1, 2011, demonstrated compliance with these requirements and can be summarized as follows:
- (a) Subparagraph 6.1.4 E. 1. establishes a minimum depth of 4 feet for underground wiring or cabling and proposed compliance is established on p. 3-5 and p. 15 of Appendix I and in the Drainage Study (see Additional Considerations) at the back of Appendix I.
 - (b) Subparagraph 6.1.4 E. 2. establishes requirements for protection of agricultural drainage tile and proposed compliance is established on p. 29 of Appendix I and in the Drainage Study at the back of Appendix I.
 - (c) Subparagraph 6.1.4 E. 3. requires restoration for any damage to soil conservation practices and proposed compliance is established on the last few pages of the Drainage Study at the back of Appendix I.
 - (d) Subparagraph 6.1.4 E. 4. establishes requirements for topsoil replacement pursuant to any open trenching and proposed compliance is established in the Drainage Study (see Additional Considerations) at the back of Appendix I.

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- (e) Subparagraph 6.1.4 E. 5. establishes requirements for mitigation of soil compaction and rutting and proposed compliance is established in the Drainage Study (see Additional Considerations) at the back of Appendix I.
- (f) Subparagraph 6.1.4 E. 6. establishes requirements for land leveling and proposed compliance is established in the Drainage Study (see Additional Considerations) at the back of Appendix I.
- (8) Paragraph 6.1.4 F. contains standard conditions for use of public streets. Paragraph 6.1.4F. requires the Applicant to enter into a signed Roadway Upgrade and Maintenance agreement approved by the County Engineer and State's Attorney and/or any relevant Township Highway Commissioner prior to the close of the public hearing for the use of public streets. As of September 29, 2011, there is no signed Roadway Upgrade and Maintenance agreement approved by either the County Engineer and State's Attorney or the Compromise or Ogden Township Highway Commissioners.
- (9) Paragraph 6.1.4 G. contains standard conditions for coordination with local fire protection districts. The *Special Use Permit Application* received July 1, 2011, demonstrated compliance with these requirements on pages 5-14 and 6-1.
- (10) Paragraph 6.1.4 H. contains standard conditions to eliminate electromagnetic interference. The *Special Use Permit Application* received July 1, 2011, demonstrated compliance with these requirements on pages 5-10 and 5-11.
- (11) Paragraph 6.1.4 I. contains standard conditions for the allowable noise level. See the August 25, 2011, Supplemental Memorandum for a general discussion and a required waiver.
- (12) Paragraph 6.1.4 J. contains standard conditions for endangered species consultation. Regarding compliance with 6.1.4 J.:
 - (a) Paragraph 6.1.4 J. contains standard conditions for endangered species consultation and requires submission of a copy of the Agency Action Report from the Endangered Species Program of the Illinois Department of Natural Resources.
 - (b) See the August 25, 2011, Supplemental Memorandum for a general discussion and requested a waiver regarding the Agency Action Report.
 - (c) In a July 13, 2011, email to John Hall, Keith Shank, Division of Ecosystems and Environment, Illinois Department of Natural Resources, stated as follows:

- (1) His letter to Champaign County dated September 21, 2009, which was identical to the letter dated December 4, 2009, would substitute for an Agency Action Report and the consultation was not out of date but that conditions had changed regarding the Indiana Bat and the Mudpuppy Salamander and an updated consultation was necessitated.
 - (2) Consultation is technically not complete until the authorizing agency (Champaign County) stated its response to the IDNR recommendations.
- (d) A second letter from Keith M. Shank regarding an additional consultation and Endangered Species Consultation Program Natural Heritage Database Review #1002516 dated August 18, 2011, states as follows:
- (1) The Department recommends Invenenergy undertake mist-netting and telemetry surveys in the vicinity of the project area to better document the numbers and relative abundances of bat species occurring in the area, placing an emphasis on the Indiana Bat and its seasonal movements.
 - (2) The Department recommends the County require at least one post-construction fall migration season bat mortality study to document levels of bat mortality resulting from the project's operation.
 - (3) Champaign County must notify the Department of its decision regarding this recommendation and which of the following the County will require:
 - i.* Proceed with the action as originally proposed; or
 - ii.* Require the action to be modified per Department recommendations (please specific which measures if not all will be required); or
 - iii.* Forgo the action.
- (e) Regarding the IDNR recommendations dated August 18, 2011:
- (1) Regarding the second part of the IDNR recommendation dated August 18, 2011, recommending post-construction mortality studies, post-construction mortality studies are a requirement of the Ordinance and the discussion on pages 5-23 and 5-24 of the *Special Use Permit Application* received July 1, 2011, appears to be consistent with the Ordinance.

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- (2) Regarding the first part of the IDNR recommendation dated August 18, 2011, recommending mist-netting and telemetry surveys to better document the numbers and relative abundances of bat species occurring in the area, placing an emphasis on the Indiana Bat and its seasonal movements:
 - i. In an email dated August 23, 2011, Keith Shank of the IDNR stated that Invenergy has performed the the Blackball Mine Emergence Study to evaluate the movement of reproductive female Indiana bats but that study doesn't do anything to quantify the risk to or from Indiana Bats roosting along the Middle Fork.
 - ii. In the email dated August 23 ,2011, Keith Shank of the IDNR noted that IDNR recommendations are advisory and Champaign County may proceed as seems best to it.
- (13) Paragraph 6.1.4 K. contains standard conditions for historic and archaeological resources review. The *Special Use Permit Application* received July 1, 2011, demonstrated substantive compliance with these requirements as follows:
 - (a) By consulting with the Illinois Historic Preservation Agency as evidenced by letters dated March 4, 2009, and March 11, 2010, from Anne Haaker, Deputy State Historic Preservation Officer.
 - (b) By proposing to do conduct both a Phase I archaeological survey and an architectural survey of all structures within the Project Area and submitting the results to the Illinois Historic Preservation Agency as stated on pages 5-39 and 5-40 of the *Application*.
 - (c) In a phone call on September 19, 2011, Mr. Joseph S. Phillippe, Chief Archaeologist of the Illinois Historic Preservation Agency, stated to the Zoning Administrator that the California Ridge Wind Farm in Champaign County has complied with all recommendations of the Illinois Historic Preservation Agency.
- (14) Paragraph 6.1.4 L. contains standard conditions for acceptable wildlife impacts from WIND FARM construction and ongoing operation of the WIND FARM. The *Special Use Permit Application* received July 1, 2011, demonstrated compliance with these requirements as follows:
 - (a) Subparagraph 6.1.4 L. 1. establishes a requirement that the WIND FARM shall be located, designed, constructed, and operated so as to avoid and if necessary mitigate the impacts to wildlife to a sustainable level of mortality. Proposed compliance is established as follows:

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- (15) Paragraph 6.1.4 M. contains standard conditions for shadow flicker caused by the rotors of the WIND FARM TOWERS. The *Special Use Permit Application* received July 1, 2011, demonstrated compliance with these requirements as follows:
- (a) Appendix G of the Application is a shadow flicker assessment prepared using the WindPro software package. Figure 3 Predicted Shadow Flicker maps the proposed turbines and existing receptors and the predicted hours per year of shadow flicker in the project area.
 - (b) As reviewed on pages 5-3 and 5-5 including Figure 5-1 illustrating the predicted shadow flicker for one turbine over the course of a year. As stated on p. 5-4 and illustrated in Figure 3 in Appendix G, no home experiences more than 30 hours of shadow flicker over the course of a year.
- (16) Paragraph 6.1.4 N. contains standard conditions for the minimum liability insurance for the WIND FARM. The *Special Use Permit Application* received July 1, 2011, demonstrated compliance with these requirements in section 4.3.3 on page 4-9 of the *Application* although it should be clarified that the WIND FARM will be in compliance with the minimum liability insurance requirements even after construction ceases.
- (17) Paragraph 6.1.4 O. contains other standard conditions for operation of the WIND FARM. The *Special Use Permit Application* received July 1, 2011, demonstrated compliance with these requirements in section 4.3.5 on page 4-9 of the *Application*.
- (18) Paragraph 6.1.4 P. contains standard conditions for a decommissioning plan and site reclamation agreement for the WIND FARM and modifies the basic site reclamation requirements in paragraph 6.1.1 A.
Attachment to the Supplemental Memorandum dated September 29, 2011, will be inserted here
- (19) Paragraph 6.1.4 Q. contains standard conditions for a complaint hotline for complaints related to WIND FARM construction and ongoing operation. The *Special Use Permit Application* received July 1, 2011, demonstrated compliance with these requirements in section 4.2.4 on page 4-8 of the *Application*.
- (20) Paragraph 6.1.4 R. contains the standard condition for expiration of the WIND FARM County Board Special Use Permit. The *Special Use Permit Application* received July 1, 2011, demonstrated compliance with these requirements in section 4.3.2 on page 4-9 of the *Application* although it is likely that the road agreements

with the County and the townships will establish a shorter time period for expiration.

- (21) Paragraph 6.1.4 S. contains standard conditions establishing additional requirements for application for a WIND FARM County Board Special Use Permit that supplement the basic requirements for a special use permit application. Compliance with these requirements is demonstrated as follows:
- (a) The *Special Use Permit Application* received July 1, 2011.
 - (b) Parcel Status Summary Map with Setbacks California Ridge Wind Energy Center, Champaign and Vermilion Counties, received July 21, 2011 (an excerpt of only the Champaign County portion; included separately).
 - (c) Champaign County Non-Participating Dwelling Separation Summary map received July 29, 2011 (included separately).
- C. Regarding compliance with the *Stormwater Management Policy*:
- (1) Regarding the requirement of stormwater detention:
 - (a) The subject property is less than 16% impervious areas in total.
 - (b) Section 4.3 of the Stormwater Management Policy requires stormwater detention for any part of a lot with more than an acre of impervious area within any rectangular area of 90,000 square feet but there is no part of the proposed WIND FARM that will have that much impervious area in such a small area.
 - (c) The proposed WIND FARM is exempt from the requirement for a stormwater drainage plan with detention.
 - (2) Regarding the requirement to protect agricultural field tile, see the review of compliance with paragraph 6.1.4 E. that contains standard conditions to mitigate damage to farmland.
- D. Regarding the Special Flood Hazard Areas Ordinance and Subdivision Regulations:
- (1) The subject property is not located in the Special Flood Hazard Area.
 - (2) The subject property is located in the Village of Fisher subdivision jurisdiction.
- E. Regarding the requirement that the Special Use preserve the essential character of the AG-1 Agriculture Zoning District, the proposed use is a WIND FARM that is consistent with the essential character of the AG-1 Agriculture District.

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- F. The proposed Special Use must comply with the Illinois Accessibility Code which is not a County ordinance or policy and the County cannot provide any flexibility regarding that Code.

GENERALLY REGARDING WHETHER THE SPECIAL USE IS IN HARMONY WITH THE GENERAL PURPOSE AND INTENT OF THE ORDINANCE

10. Regarding the *Zoning Ordinance* requirement that the proposed Special Use is in harmony with the general intent and purpose of the Ordinance:
- A. WIND FARM may be authorized by the County Board in the AG-1 Agriculture Zoning District as a Special Use provided all other zoning requirements and standard conditions are met or waived.
- (1) A proposed Special Use that does not conform to the standard conditions requires only a waiver of that particular condition and does not require a variance. Waivers of standard conditions are subject to the following findings:
 - (a) that the waiver is in accordance with the general purpose and intent of the ordinance; and
 - (b) that the waiver will not be injurious to the neighborhood or to the public health, safety, and welfare.
 - (2) However, a waiver of a standard condition is the same thing as a variance and Illinois law (55ILCS/ 5-12009) requires that a variance can only be granted in accordance with general or specific rules contained in the Zoning Ordinance and the VARIANCE criteria in paragraph 9.1.9 C. include the following in addition to criteria that are identical to those required for a waiver:
 - (a) Special conditions and circumstances exist which are peculiar to the land or structure involved, which are not applicable to other similarly situated land and structures elsewhere in the same district.
 - (b) Practical difficulties or hardships created by carrying out the strict letter of the regulations sought to be varied will prevent reasonable or otherwise permitted use of the land or structure or construction
 - (c) The special conditions, circumstances, hardships, or practical difficulties do not result from actions of the applicant.
 - (3) Including findings based on all of the criteria that are required for a VARIANCE for any waiver of a standard condition will eliminate any concern related to the adequacy of the required findings for a waiver of a standard condition and will still provide the efficiency of not requiring a public hearing for a VARIANCE, which was the original reason for adding waivers of standard conditions to the Ordinance.

- B. See Section 12 for a summary of evidence regarding whether any requested waiver of standard conditions will be in harmony with the general intent and purpose of the Ordinance.
- C. Regarding whether the proposed Special Use Permit is in harmony with the general intent of the Zoning Ordinance:

- (1) Subsection 5.1.1 of the Ordinance states the general intent of the AG-1 District and states as follows (capitalized words are defined in the Ordinance):

The AG-1, Agriculture DISTRICT is intended to protect the areas of the COUNTY where soil and topographic conditions are best adapted to the pursuit of AGRICULTURAL USES and to prevent the admixture of urban and rural USES which would contribute to the premature termination of AGRICULTURAL pursuits.

- (2) The types of uses authorized in the AG-1 District are in fact the types of uses that have been determined to be acceptable in the AG-1 District. Uses authorized by Special Use Permit are acceptable uses in the district provided that they are determined by the ZBA to meet the criteria for Special Use Permits established in paragraph 9.1.11 B. of the Ordinance.
- (3) Paragraph 2 .0 (a) of the Ordinance states that one purpose of the Ordinance is securing adequate light, pure air, and safety from fire and other dangers.
- (a) This purpose is directly related to the limits on building coverage and the minimum yard requirements in the Ordinance and the proposed site plan appears to be in compliance with those requirements.
- (4) Paragraph 2.0 (b) of the Ordinance states that one purpose of the Ordinance is conserving the value of land, BUILDINGS, and STRUCTURES throughout the COUNTY.
- (a) In regards to the value of nearby properties, it is unclear what impact the proposed SUP will have on the value of nearby properties.
- (b) With regard to the value of the subject property,
- (5) Paragraph 2.0 (c) of the Ordinance states that one purpose of the Ordinance is lessening and avoiding congestion in the public STREETS.
- (6) Paragraph 2.0 (d) of the Ordinance states that one purpose of the Ordinance is lessening and avoiding the hazards to persons and damage to PROPERTY resulting from the accumulation of runoff from storm or flood waters.

The requested Special Use Permit complies with the *Champaign County Stormwater Management Policy* and is outside of the Special Flood Hazard Area

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and there are no special drainage problems that appear to be created by the Special Use Permit.

- (7) Paragraph 2.0 (e) of the Ordinance states that one purpose of the Ordinance is promoting the public health, safety, comfort, morals, and general welfare.
- (a) In regards to public safety, this purpose is similar to the purpose established in paragraph 2.0 (a) and is in harmony to the same degree.
 - (b) In regards to public comfort and general welfare, this purpose is similar to the purpose of conserving property values established in paragraph 2.0 (b) and is in harmony to the same degree.
- (8) Paragraph 2.0 (f) states that one purpose of the Ordinance is regulating and limiting the height and bulk of BUILDINGS and STRUCTURES hereafter to be erected; and paragraph 2.0 (g) states that one purpose is establishing, regulating, and limiting the BUILDING or SETBACK lines on or along any STREET, trafficway, drive or parkway; and paragraph 2.0 (h) states that one purpose is regulating and limiting the intensity of the USE of LOT AREAS, and regulating and determining the area of OPEN SPACES within and surrounding BUILDINGS and STRUCTURES.

These three purposes are directly related to the limits on building height and building coverage and the minimum setback and yard requirements in the Ordinance and the proposed site plan appears to be in compliance with those limits.

- (9) Paragraph 2.0 (i) of the Ordinance states that one purpose of the Ordinance is classifying, regulating, and restricting the location of trades and industries and the location of BUILDINGS, STRUCTURES, and land designed for specified industrial, residential, and other land USES; and paragraph 2.0 (j.) states that one purpose is dividing the entire COUNTY into DISTRICTS of such number, shape, area, and such different classes according to the USE of land, BUILDINGS, and STRUCTURES, intensity of the USE of LOT AREA, area of OPEN SPACES, and other classification as may be deemed best suited to carry out the purpose of the ordinance; and paragraph 2.0 (k) states that one purpose is fixing regulations and standards to which BUILDINGS, STRUCTURES, or USES therein shall conform; and paragraph 2.0 (l) states that one purpose is prohibiting USES, BUILDINGS, OR STRUCTURES incompatible with the character of such DISTRICT.

Harmony with these four purposes requires that the special conditions of approval sufficiently mitigate or minimize any incompatibilities between the proposed Special Use Permit and adjacent uses, and that the special conditions adequately mitigate nonconforming conditions.

- (10) Paragraph 2.0 (m) of the Ordinance states that one purpose of the Ordinance is preventing additions to and alteration or remodeling of existing BUILDINGS, STRUCTURES, or USES in such a way as to avoid the restrictions and limitations lawfully imposed under this ordinance.

This purpose is not relevant to the proposed Special Use Permit because it relates to nonconforming buildings, structures, or uses that existed on the date of the adoption of the Ordinance and none of the current structures or the current use existed on the date of adoption.

- (11) Paragraph 2.0 (n) of the Ordinance states that one purpose of the Ordinance is protecting the most productive AGRICULTURAL lands from haphazard and unplanned intrusions of urban USES.

The subject property is located in the AG-1 Agriculture District and is, by definition, a rural use.

- (12) Paragraph 2.0 (o) of the Ordinance states that one purpose of the Ordinance is protecting natural features such as forested areas and watercourses.

The subject property does not contain any natural features and there are no natural features in the vicinity of the subject property.

- (13) Paragraph 2.0 (p) of the Ordinance states that one purpose of the Ordinance is encouraging the compact development of urban areas to minimize the cost of development of public utilities and public transportation facilities.

The subject property is located in the AG-1 Agriculture District and is, by definition, a rural use.

- (14) Paragraph 2.0 (q) of the Ordinance states that one purpose of the Ordinance is encouraging the preservation of AGRICULTURAL belts surrounding urban areas, to retain the AGRICULTURAL nature of the COUNTY, and the individual character of existing communities.

All of the project area is located in the AG-1 Agriculture District and is, by definition, a rural use.

GENERALLY REGARDING WHETHER THE SPECIAL USE IS AN EXISTING NONCONFORMING USE

11. The proposed Special Use is an existing NONCONFORMING USE because it is an existing business that has been in operation without all necessary approvals. The Petitioner has testified on the application, "N/A"

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GENERALLY REGARDING OTHER CONSIDERATIONS RELATED TO THE WAIVERS OF STANDARD CONDITIONS

12. Regarding the necessary waivers of standard conditions:

- A. Waive the standard condition of 6.1.4 D. 1 (a) that requires certificates of design compliance from Underwriters Laboratories (“UL”) or equivalent third party:

If approved, insert the Draft finding from the 9/22/11 Supplemental Memorandum

- B. Waive the standard condition of 6.1.4 F.1. that requires a signed Roadway Upgrade and Maintenance Agreement prior to the close of the public hearing before the Zoning Board of Appeals:

Insert the relevant evidence from the 9/29/11 Supplemental Memorandum and make findings

- C. Waive the standard condition of 6.1.4 F.1.u. that requires street upgrades be in accordance with IDOT Bureau of Local Roads manual, 2005 edition:

If approved, insert the Draft finding from the 9/22/11 Supplemental Memorandum

- D. Waive the standard condition 6.1.4 I. 1. that requires the noise level of each wind farm tower and wind farm to be in compliance with the Illinois Pollution Control Board regulations at the residential property line rather than to be compliance just at the dwelling:

If approved, insert the Draft finding from the 9/22/11 Supplemental Memorandum

- E. Waive the standard condition of 6.1.4 J. that requires the application to contain a copy of the Agency Action Report from the Illinois Department of Natural Resources Endangered Species Program:

If approved, insert the Draft finding from the 9/22/11 Supplemental Memorandum

- F. Waive the standard condition of 6.1.4 P.4.(b) that requires the applicant to gradually pay down 100% of the value of the irrevocable letter of credit by placing cash deposits in an escrow account over the first 13 years of the Wind Farm operation:

Insert the relevant evidence from the 9/29/11 Supplemental Memorandum and make findings

- G. Waive the standard condition of 6.1.4 S.1.(c)(3) that requires that locations of wind turbines for the zoning use permit application cannot increase the noise impact over that approved in the special use permit:

If approved, insert the Draft finding from the 9/22/11 Supplemental Memorandum

GENERALLY REGARDING PROPOSED SPECIAL CONDITIONS OF APPROVAL

13. Regarding proposed special conditions of approval:

Insert Approved Special Conditions from the 9/29/11 Supplemental Memorandum

DOCUMENTS OF RECORD

1. *California Ridge Wind Energy Project Champaign County Special Use Permit Application* received July 1, 2011
2. Signed special use permit application for Case 696-S-11 received on July 11, 2011
3. List of all recorded grants of easement to Invenergy Wind Development LLC from all participating landowners for development of a wind farm, received on July 28, 2011
4. Parcel Status Summary Map with Setbacks, California Ridge Wind Energy Center, Champaign and Vermilion Counties, received July 21, 2011
5. Map titled Champaign County Non-Participating Dwelling Separation Summary, California Ridge Wind Energy Project, Champaign and Vermilion Counties, Illinois, received July 29, 2011
6. Preliminary Memorandum with attachments:
 - A Public Notice (modified legal advertisement) for Case 696-S-11 Parts A and B
 - B California Ridge Wind Energy Project Champaign County Special Use Permit Application received July 1, 2011 (paper copy distributed only to ZBA members)
7. Letter regarding road use agreements from Marvin Johnson, Compromise Township Highway Commissioner, and Greg Frerichs, Odgen Township Highway Commissioner, received on August 18, 2011
8. Supplemental Memorandum dated August 17, 2011, with attachments:
 - A Public Notice (modified legal advertisement) for Case 696-S-11 Parts A and B
 - B Case maps (Location & Zoning)
 - C Parcel Status Summary Map with Setbacks California Ridge Wind Energy Center, Champaign and Vermilion Counties, received July 21, 2011 (an excerpt of only the Champaign County portion; included separately)
 - D Excerpts from California Ridge Wind Energy Project Champaign County Special Use Permit Application received July 1, 2011(included separately):
 - (1) pages 2-1 to 2-9, 3-1
 - (2) pages 3-4, 3-5, 3-8, 3-9
 - (3) pages 3-11, 4-1 to 4-6 and 4-8
 - (4) pages 4-9, 4-10 and 5-1 to 5-4
 - (5) pages 5-6, 5-8 to 5-11 and 5-13, 5-14, 5-15
 - (6) Appendix B California Ridge Wind Energy Project Decommissioning Report
 - (7) Appendix H Road Use and Repair Agreement
 - (8) Appendix K Reclamation Agreement
 - (9) Figure 3-2. Project Location and Preliminary Site Layout
 - (10) Figure 3-5 Participating Properties and Champaign County Required Setbacks
 - (11) Figure 4-3 Road Use Plan

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- (12) Figure 5-1 Shadow Effect Likely Hours per Year of Shadow Flicker
 - (13) Appendix C Figure A-2 Sound Contours
 - E Champaign County Non-Participating Dwelling Separation Summary map received July 29, 2011 (included separately)
 - F Letter regarding road use agreements from Marvin Johnson, Compromise Township Highway Commissioner, and Greg Frerichs, Odgen Township Highway Commissioner, received on August 18, 2011
9. Supplemental Memorandum dated August 25, 2011, with attachments:
 - A Public Notice (modified legal advertisement) for Case 696-S-11 Parts A and B
 - B Table of Necessary Waivers
 - C Relevant Considerations For Necessary Waivers
 - D Excepts from Part 901 of the Illinois Pollution Control Board (IPCB) noise regulations (35 *Illinois Administrative Code* Subtitle H: Noise Part 901)
 10. Map titled California Ridge Setback Summary: Champaign County, California Ridge Wind Energy Project, Champaign and Vermilion Counties, Illinois, received August 25 21, 2011
 11. Parcel Status Summary Map with Setbacks, California Ridge Wind Energy Center, Champaign and Vermilion Counties, Rev. 07, dated August 25, 2011, received August 25, 2011
 12. Letter regarding Endangered Species Consultation Program Natural Heritage Database Review #1002516 dated August 18, 2011, from Keith M. Shank, Division of Ecosystems and Environment, Illinois Department of Natural Resources, received August 25, 2011
 13. Resume of Timothy Casey, Senior Environmental Scientist, received August 25, 2011
 14. Copy of Powerpoint presentation slides for August 25, 2011 by Greg Leuchtmann
 15. Handout titled *Fifteen Bad Things with Windpower- and Three Reasons Why* submitted by William Ingram on August 25, 2011
 16. Unsigned letter from Gerry Meyer dated May 8, 2011, to Kim and Darrell Cambron regarding the Forward I Invenergy wind farm in Brownville, Wisconsin, submitted by Kim Cambron on August 25, 2011
 15. Flyer (handout) from Illinois Wind Watch submitted by Kim Cambron on August 25, 2011
 16. Draft Reclamation Agreement received August 30, 2011

17. Supplemental Memorandum dated September 1, 2011, with attachments:
 - A Public Notice (modified legal advertisement) for Case 696-S-11 Parts A and B dated August 17, 2011
 - B Fifteen Bad Things with Windpower- and Three Reason Why handout from Bill Ingram at the August 25, 2011, public hearing
 - C Erratum received August 2, 2011, to the California Ridge Wind Energy Project Champaign County Special Use Permit Application received July 1, 2011
 - D Draft Reclamation Agreement received August 30, 2011
 - E Compliance With Subsection 6.1.4 Not Requiring Waivers
 - F Memorandum dated August 26, 2011, from Petitioner's Attorney Michael S. Blazer (included separately)
 - G Minutes of public hearing on August 25, 2011 (included separately)
18. Copy of Powerpoint presentation slides for September 1, 2011 by Greg Leuchtmann
19. *Properly Interpreting the Epidemiologic Evidence about the Health Effects of Industrial Wind Turbines on Nearby Residents*", by Carl V. Phillips, PhD, submitted by Kim Cambron on September 1, 2011.
20. Handouts submitted by Kim Schertz on September 1, 2011:
 1. Trouble in the Wind-Bureau Valley Turbine Costs Skyrocket \$35,000 in Year Six
 2. San Geronio Pass Monthly Wind Production Numbers
 3. Caught in the Turbine: Some Aren't So Excited to see the Region filled with New WFs
 4. Decommissioning Myths
 5. The Rest of the Story – What I Learned at the Wind Conference
 6. Tilting at Windmills
 7. As the Turbine Blades Turn
 8. For the Sake of Green or Greed
 9. Decommissioning Costs and Scrap Value: Beech Ridge Wind Energy Facility
 10. Wind Energy's Ghosts
 11. Misquoted? Tell the DEC, USFSW
 12. Wind Farm Officials Emphasize Safety: Landowners Meet with Bent Tree Reps
 13. Potential Road Damage from Loads Needed for Each Wind Turbine Tower
 14. Black Prairie WF ZBA Hearing Notes 10/09 Eric Schmidt
 15. County Board OK's Landscape Work for Soldiers and Sailors
 16. Wind Farm Dispute May be on Road to Court
 17. County to Take Legal Action
 18. Wind Farm Work Leaves Roads in Bad Shape
 19. Repairing a Wind Turbine
 20. The Money is Not Enough
 21. The Anatomy of a Sucker
 22. Wind turbines, Health, Ridgelines and Valleys

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23. Study Says Wind Farm is too Loud
 24. Like Chinese Water torture – Turbine Complaints Focus on Noise
 25. Wind Turbines Too Noisy, Internal Ontario Government Memo Says
 26. Turbines Declared a Nasty Neighbor as Secret Buyout is Revealed
 27. For Those Near, the Miserable Hum of Clean Energy
 28. Noise Measurements – Twin Groves Wind Farm 4-23-07
 29. Living with the Twin Groves Wind Farm – Local Residents Speak Out
 30. Title: Rene Taylor Testimony Before Union, WI Planning Commission
 31. Horizon Energy’s Railsplitter Zoning Hearing, Logan Co, IL 6-28-08
 32. Shepherds Flat Wind Farm: What’s the cost to Taxpayers?
 33. Taxpayers United of America: Taxpayer Organization Charges Wind Turbine Promotion as a Scam and Stealth Tax
-
21. Supplemental Memorandum dated September 8, 2011, with attachments:
 - A Public Notice (modified legal advertisement) for Case 696-S-11 Parts A and B dated August 17, 2011
 - B Email from Mary L. Mann, 2778 CR2550N, Penfield to Stan James, Champaign County Board member from District 3
 - C Draft minutes of public hearing on September 1, 2011 (included separately)
 22. Copy of Powerpoint presentation slides for September 8, 2011 by Greg Leuchtmann
 23. Handouts submitted by Darrell Cambron on September 8, 2011:
 1. Court constricts West Virginia wind farm to protect bats
 2. The Indian Law Blog
 3. Maryland Court Order – Animal Welfare Institute versus Beech Ridge Energy LLC
 4. Wind Turbine Noise – What Audiologists Should Know from the July August 2010 edition of *Audiology Today*
 5. Green Backlash: The Wind Turbine Controversy
 6. Affidavit of Michael A. Nissenbaum, MD
 7. Ann Wirtz and Jason Wirtz versus Invenergy LLC
 24. Photographs of wind farm project area near the home of Deanne Sims submitted by Deanne Sims on September 8, 2011
 25. Handouts submitted by Kim Cambron on September 8, 2011:
 1. Signed Original Letter dated May 8, 2011, from Gerry Meyer
 2. Summary of New Evidence: Health Effects We Feel From Living Near Industrial Wind Turbines August, 2011
 3. Caribou threatened by wind farms, expert says
 4. Silence Is Golden
 5. Wind Farms don’t provide the perfect energy solution
 6. Wind farm fight draws Capitol response

7. Our life with Dekalb wind turbines
 8. Health Effects We Feel From Living Near Industrial Wind Turbines
26. Handouts submitted by Kim Schertz on September 8, 2011:
1. White Oak Wind Farm Map of Noise Testing Location
 2. Grand Ridge Wind Energy Project Map of Noise Testing Location
 3. Concerns about Proposed Invenergy Wind Project Draws Capacity Crowd to Meeting in Brown County
 4. Windmill Neighbors air Gripes over Noise; County Planners Grapple with Issue
 5. Jessica's Story – Sheldon, NY – Invenergy's High Sheldon wind farm
 6. Maintaining Wind Fleets: Dealing with Hidden Costs
 7. Invenergy Turbine Blade Failure – Grand Ridge – LaSalle, IL
 8. Wind Turbine Syndrome News
 9. Invenergy Grand Ridge Wind Energy Project Wind Turbine Noise Analysis LaSalle County, Illinois by HDR, May 2007
 10. Noise Measurements- Kim Schertz Carlock IL
 11. Ellsworth- Twin Groves Wind Farm
 12. Sound Evidence from ZBA Hearings- White Oak Wind (Invenergy)
 13. Email - Grand Ridge Invenergy Noise Study
27. Letter of opposition from Herbert N. Frerichs received September 12, 2011
28. Supplemental Memorandum dated September 22, 2011, with attachments:
- A Public Notice (modified legal advertisement) for Case 696-S-11 Parts A and B dated August 17, 2011
 - B Letter of opposition from Herbert N. Frerichs received September 12, 2011
 - C REVISED Table of Required Waivers
 - D Proposed Revisions To Compliance With Subsection 6.1.4 Not Requiring Waivers
 - E REVISED Draft Findings for Required Waivers
 - F Draft Special Conditions of Approval
 - G Draft minutes of public hearing on September 8, 2011 (included separately)
29. Letter dated September 23, 2011, from Attorney Glenn Stanko on behalf of Mary L. Mann, 2778 CR2500N, Penfield
30. Revised Draft Reclamation Agreement received September 28, 2011
31. Map of Conservation Recreation Zoning District and Incorporated Municipality Setback Compliance received September 29, 2011
32. Letter from Marvin Johnson, Compromise Township Highway Commissioner, and Greg Frerichs, Ogden Township Highway Commissioner received September 29, 2011

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33. Supplemental Memorandum dated September 29, 2011, with attachments:
- A Public Notice (modified legal advertisement) for Case 696-S-11 Parts A and B dated August 17, 2011
 - B Letter dated September 23, 2011, from Attorney Glenn Stanko on behalf of Mary L. Mann, 2778 CR2500N, Penfield
 - C REVISED Draft Reclamation Agreement received September 28, 2011 (included separately)
 - D REVISED Assessment of Compliance with 6.1.4 P. Standard Condition for Decommissioning Plan and Site Reclamation Agreement
 - E REVISED Table of Required Waivers
 - F Draft Findings for Waiver #6 regarding Township road agreements and Waiver #10 regarding the Reclamation Agreement
 - G Revised Draft Special Conditions of Approval
 - H Map of Conservation Recreation Zoning District and Incorporated Municipality Setback Compliance received September 29, 2011
 - I Letter from Marvin Johnson, Compromise Township Highway Commissioner, and Greg Frerichs, Ogden Township Highway Commissioner received September 29, 2011
 - L Preliminary Summary of Evidence, Finding of Fact, and Final Determination (included separately)

FINDINGS OF FACT

From the documents of record and the testimony and exhibits received at the public hearing for zoning case 696-S-11 held on **August 25, 2011; September 1, 2011; September 8, 2011; and September 29, 2011**, the Zoning Board of Appeals of Champaign County finds that:

1. The requested Special Use Permit *{SUBJECT TO THE SPECIAL CONDITIONS IMPOSED HEREIN {IS / IS NOT}}* necessary for the public convenience at this location because:

2. The requested Special Use Permit *{SUBJECT TO THE SPECIAL CONDITIONS IMPOSED HEREIN}* is so designed, located, and proposed to be operated so that it *{WILL NOT / WILL}* be injurious to the district in which it shall be located or otherwise detrimental to the public health, safety, and welfare because:
 - a. The street has *{ADEQUATE / INADEQUATE}* traffic capacity and the entrance location has *{ADEQUATE / INADEQUATE}* visibility.
 - b. Emergency services availability is *{ADEQUATE / INADEQUATE} {because*}*:

 - c. The Special Use will be designed to *{CONFORM / NOT CONFORM}* to all relevant County ordinances and codes.
 - d. The Special Use *{WILL / WILL NOT}* be compatible with adjacent uses *{because*}*:

 - e. Surface and subsurface drainage will be *{ADEQUATE / INADEQUATE} {because*}*:

 - f. Public safety will be *{ADEQUATE / INADEQUATE} {because*}*:

 - h. The provisions for parking will be *{ADEQUATE / INADEQUATE} {because*}*:

 - i. *(Note the Board may include other relevant considerations as necessary or desirable in each case.)*

*The Board may include additional justification if desired, but it is not required.

PRELIMINARY

- 3a. The requested Special Use Permit ***{SUBJECT TO THE SPECIAL CONDITIONS IMPOSED HEREIN} {DOES / DOES NOT}*** conform to the applicable regulations and standards of the DISTRICT in which it is located.
- 3b. The requested Special Use Permit ***{SUBJECT TO THE SPECIAL CONDITIONS IMPOSED HEREIN} {DOES / DOES NOT}*** preserve the essential character of the DISTRICT in which it is located because:
- a. The Special Use will be designed to ***{CONFORM / NOT CONFORM}*** to all relevant County ordinances and codes.
 - b. The Special Use ***{WILL / WILL NOT}*** be compatible with adjacent uses.
 - c. Public safety will be ***{ADEQUATE / INADEQUATE}***.
4. The requested Special Use Permit ***{SUBJECT TO THE SPECIAL CONDITIONS IMPOSED HEREIN} {IS / IS NOT}*** in harmony with the general purpose and intent of the Ordinance because:
- a. The Special Use is authorized in the District.
 - b. The requested Special Use Permit ***{IS/ IS NOT}*** necessary for the public convenience at this location.
 - c. The requested Special Use Permit ***{SUBJECT TO THE SPECIAL CONDITIONS IMPOSED HEREIN}*** is so designed, located, and proposed to be operated so that it ***{WILL / WILL NOT}*** be injurious to the district in which it shall be located or otherwise detrimental to the public health, safety, and welfare.
 - d. The requested Special Use Permit ***{SUBJECT TO THE SPECIAL CONDITIONS IMPOSED HEREIN} {DOES / DOES NOT}*** preserve the essential character of the DISTRICT in which it is located.
5. The requested Special Use ***{IS/ IS NOT}*** an existing nonconforming use and the requested Special Use Permit ***{WILL/ WILL NOT}*** make the existing use more compatible with its surroundings ***{because: *}***
6. Regarding necessary waivers of standard conditions:
- A. Regarding the requested waiver of the standard condition **6.1.4 D. 1 (a) that requires certificates of design compliance from Underwriters Laboratories (“UL”) or equivalent third party:**
Insert the approved findings here
 - B. Regarding the waiver of the standard condition **6.1.4 F.1. that requires a signed Roadway Upgrade and Maintenance Agreement prior to the close of the public hearing before the Zoning Board of Appeals:**
Insert the approved findings here

- C. Regarding the waiver of the standard condition **6.1.4 F.1.u. that requires street upgrades be in accordance with IDOT Bureau of Local Roads manual, 2005 edition:**

Insert the approved findings here

- D. Regarding the waiver of the standard condition **6.1.4 I. 1. that requires the noise level of each wind farm tower and wind farm to be in compliance with the Illinois Pollution Control Board regulations at the residential property line rather than to be compliance just at the dwelling:**

Insert the approved findings here

- E. Regarding the waiver of the standard condition **6.1.4 J. that requires the application to contain a copy of the Agency Action Report from the Illinois Department of Natural Resources Endangered Species Program:**

Insert the approved findings here

- F. Regarding the waiver of the standard condition **6.1.4 P.4.(b) that requires the applicant to gradually pay down 100% of the value of the irrevocable letter of credit by placing cash deposits in an escrow account over the first 13 years of the Wind Farm operation:**

Insert the approved findings here

- G. Regarding the waiver of the standard condition **6.1.4 S.1.(c)(3) that requires that locations of wind turbines for the zoning use permit application cannot increase the noise impact over that approved in the special use permit:**

Insert the approved findings here

7. **{NO SPECIAL CONDITIONS ARE HEREBY IMPOSED / THE SPECIAL CONDITIONS IMPOSED HEREIN ARE REQUIRED TO ENSURE COMPLIANCE WITH THE CRITERIA FOR SPECIAL USE PERMITS AND FOR THE PARTICULAR PURPOSES DESCRIBED BELOW}**

Insert all approved special conditions here

*The Board may include additional justification if desired, but it is not required.

PRELIMINARY

FINAL DETERMINATION

The Champaign County Zoning Board of Appeals finds that, based upon the application, testimony, and other evidence received in this case, that the requirements for approval of Section 9.1.11B. *{HAVE/HAVE NOT}* been met, and pursuant to the authority granted by Section 9.1.6 B. of the Champaign County Zoning Ordinance, determines that:

The Special Use requested in Case 696-S-11 is hereby *{ GRANTED/ GRANTED WITH SPECIAL CONDITIONS/ DENIED }* to the petitioners **California Ridge Wind Energy LLC and the participating landowners listed in the attached public notice** to authorize a **Wind Farm consisting of 30 Wind Farm Towers (wind turbines) in total with a total nameplate capacity of 48 megawatts (MW) in the AG-1 Zoning District** *{WITH WAIVERS AND SUBJECT TO SPECIAL CONDITIONS as follows: }*

The foregoing is an accurate and complete record of the Findings and Determination of the Zoning Board of Appeals of Champaign County.

SIGNED:

Eric Thorsland, Chair
Champaign County Zoning Board of Appeals

ATTEST:

Secretary to the Zoning Board of Appeals

Date

ATTACHMENT: LIST OF PARTICIPATING LAND OWNERS AND RELEVANT PROPERTIES

PART A COMPROMISE TOWNSHIP

Section 19, T21N, R14W of the 2nd P.M., Compromise Township. The Special Use Permit includes all of Section 19, with exceptions. A total of 6 Wind Farm Towers (wind turbines) are proposed in Section 19 as follows:

- 2 Wind Farm Towers are proposed in the Northwest Quarter of Section 19 on a 209.15 acre tract owned by G & E Farms, Inc., POB 35, Gifford, IL 61847-0335;
- 1 Wind Farm Tower is proposed in the Northeast Quarter of Section 19 on a 66 acre tract owned by William Pflugmacher, 333 Eiler Drive, Gifford, IL 61847-9727;
- 1 Wind Farm Tower is proposed in the Northeast Quarter of Section 19 on a 65.63 acre tract owned by Eric Suits, 2655 CR 2600E, Penfield, IL 61862;
- 1 Wind Farm Tower is proposed in the East Half of the Southwest Quarter of Section 19 on a 30 acre parcel owned by Louise Fruhling, 31361 N 750 East Rd, Potomac, IL 61865-6601;
- 1 Wind Farm Tower is proposed in the North Half of the Southeast Quarter of Section 19 on an 80 acre parcel owned by Loretta Fruhling/ Fruhling Family Trust, 388 Gibbs Drive, Rantoul, IL 61866

Other participating landowners in Section 19 are the following:

John Fruhling, 2499 CR 2600N, Penfield, IL 61862

Roy and Barbara Johnson, 2640 CR 2500E, Penfield, IL 61862

Robert and Dorene Pflugmacher, 866E CR 2250N, Ogden, IL 61859-9602

Greg Frerichs, 2506 CR2300N, Ogden IL 61859

Section 20, T21N, R14W of the 2nd P.M., Compromise Township. The Special Use Permit includes an 80 acre tract of land in the West Half of the Northwest Quarter of Section 20 and an 80 acre tract of land in the South Half of the Southwest Quarter of Section 20 and a 157.98 acre tract of land in the Southeast Quarter of Section 20.

Participating landowners in Section 20 are the following:

Michael Babb, 2635 CR 2700E, Penfield, IL 61862

Marsha Gates, POB 704, Tolono, IL 61880

G & E Farms, Inc., 502 S. Main St. POB 35, Gifford, IL 61847-9713

Section 21, T21N, R14W of the 2nd P.M., Compromise Township. The Special Use Permit includes the Southwest Quarter of Section 21. Participating landowners in Section 21 are the following:

Derald and Florene Ackerman, 519 South Main Street, Gifford, IL 61847-9713

Kenneth and Rosetta Suits, 2738 CR 2600N, Penfield, IL 61862

Rosetta Suits, 2738 CR 2600N, Penfield, IL 61862

PRELIMINARY

Section 24, T21N, R10E of the 3rd P.M., Compromise Township. The Special Use Permit includes the South Third of the Northwest Quarter and the Southwest Quarter. Participating landowners in Section 24 are the following:

Derald and Florene Ackerman, 519 South Main Street, Gifford, IL 61847-9713
Kenneth and Rosetta Suits, 2738 CR 2600N, Penfield, IL 61862

Section 25, T21N, R10E of the 3rd P.M., Compromise Township. The Special Use Permit includes all of Section 25 with exceptions. A total of 2 Wind Farm Towers (wind turbines) are proposed in Section 25 as follows:

- 2 Wind Farm Towers are proposed on an 80 acre parcel in the South Half of the Southeast Quarter of Section 25 on land owned by the Mary Ruth Elfe Revocable Trust and Charlotte R. Van Blokland Trust, aka Tate Farm #3/Busey Ag Services, 3002 West Windsor Road, Champaign, IL 61822

Other participating landowners in Section 25 are the following:

Russell and Marilyn Buhr, 2594 CR 2300E, Gifford, IL 61847-9740
Vernon and Wilma Buhr, 2152 CR 2400N, St. Joseph, IL 61873
Luella Busboom, 2258 CR 2500N, St. Joseph, IL 61873
Maury Busboom, POB 131, Royal, IL 61871
Roger and Betty Gronewald, 508 E Main POB 117, Royal, IL 61871
Erna Hinrichs, 1037 Englewood Drive, Rantoul IL 61866
Darrell and Marilyn Mennenga, 5205 Beech Ridge Road, Nashville, TN 37221
David and Danita Uken, 2146 CR 2100N, St. Joseph, IL 61873

Section 28, T21N, R14W of the 2nd P.M., Compromise Township. The Special Use Permit includes all of Section 28 with exceptions. A total of 3 Wind Farm Towers (wind turbines) are proposed in Section 28 as follows:

- 1 Wind Farm Tower is proposed on a 62.54 acre parcel in the Northeast Quarter of Section 28 on land owned by Kenneth Suits, 2738 CR 2600N, Penfield, IL 61862
- 1 Wind Farm Tower is proposed on an 80 acre parcel being the East Half of the Southwest Quarter of Section 28 on land owned by Michael O'Neill, POB 236, Philo, IL 61864
- 1 Wind Farm Tower is proposed on a 70.26 acre parcel in the East Half of the Southeast Quarter of Section 28 on land owned by Roy and Barbara Johnson, 2640 CR 2500E, Penfield, IL 61862

Other participating landowners in Section 28 are the following:

Michelle Babb, 2635 CR 2700E, Penfield, IL 61862
Alice Buck c/o Steve Buck, 609 Bayshore Drive, #9, Ft. Lauderdale, FL 33304
Steve Buck, 609 Bayshore Drive, #9, Ft. Lauderdale, FL 33304
Alice Cain Heirs c/o Steve Cain, POB 103, Philo, IL 61864
Gary Hovel, 2518 CR 2600E, Penfield, IL
Claas Hovel, 2971 CR 2700E, Penfield, IL
Jeffrey Suits, 2703 CR 2500N, Penfield, IL 61862
Union Pacific Railroad, 1400 Douglas, Stop 1640, Omaha, NE 61879

Section 29, T21N, R14W of the 2nd P.M., Compromise Township. The Special Use Permit includes all of Section 29, with exceptions. One Wind Farm Tower (wind turbine) is proposed in Section 29 as follows:

- 1 Wind Farm Tower is proposed on a 75 acre tract in the North Half of the Southeast Quarter of Section 29 on land owned by Velma Werner, 312 Penny Lane, Peotone, IL 60468

Other participating landowners in Section 29 are the following:

Albers Farm c/o Sandra J. King, POB 562, St. Joseph, IL 61872

Dick Albers, POB 213, Royal, IL 61871

Thomas and Patricia Buck, 2321 CR 2900N, Gifford, IL 61847

Bruinius Family Limited Partnership, 7723 W. Stuenkel Rd., Frankfort, IL 60423

Franzen Family Living Trust, 861 CR 900E, Tolono, IL 61880

Edgar and Sharon Hovel, 408 Moraine Dr., Rantoul, IL 61866

Gary Hovel, Trustee, 2518 CR 2600E, Penfield, IL 61862

Kenneth and Rosetta Suits, 2738 CR 2600N, Penfield, IL 61862

Fractional Section 30, T21N, R11E, of the 3rd P.M., Compromise Township. The Special Use Permit includes all of Fractional Section 30, with exceptions. A total of 5 Wind Farm Towers (wind turbines) are proposed in Fractional Section 30 as follows:

- 1 Wind Farm Tower is proposed on a 60.86 acre parcel in the North Half of the South Half of Fractional Section 30 on land owned by Kay and John Fiscus, 105 Thomas Dr., St. Joseph, IL 61873
- 2 Wind Farm Towers are proposed on an 80 acre tract in the Southwest Quarter of Fractional Section 30 on land owned by Annette Brya Edwards c/o Busey Bank Ag Services, POB 107, Leroy, IL 61752
- 1 Wind Farm Tower is proposed on a 62.66 acre parcel in the East Half of Fractional Section 30 on land owned by Marvin and Pamela Ideus, 401 Eden Park Dr., Rantoul, IL 61866
- 1 Wind Farm Tower is proposed on an 80 acre parcel in the Southeast Quarter of Fractional Section 30 owned by Roseann Clifford, 2008 Sunview Dr., Champaign, IL 61821

Other participating landowners in Fractional Section 30 are the following:

Lois and Herbert Frerichs, POB 25, Royal, IL 61871

Alfred and Lorine Ideus, 2124 CR 2400N, St. Joseph, IL 61873

Roy and Barbara Johnson, 2640 CR 2500E, Penfield, IL 61862

Section 30, T21N, R14W of the 2nd P.M., Compromise Township. The Special Use Permit includes all of Section 30 except the Northwest Quarter. A total of 3 Wind Farm Towers (wind turbines) are proposed in this Section 30 as follows:

- 1 Wind Farm Tower is proposed on an 80 acre parcel being the West Half of the Northeast Quarter of Section 30 on land owned by the Michael and Eileen Jarboe Trust, 2792 CR 2400N, Penfield, IL 61862

PRELIMINARY

- 1 Wind Farm Tower is proposed on a 53.33 acre parcel located in the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 30 on land owned by Robert and Dorene Pflugmacher, 866E CR 2250N, Ogden, IL 61859-9602
- 1 Wind Farm Tower is proposed on an 80 acre parcel being the West Half of the Southwest quarter of Section 30 on land owned by Vernon and Wilma Buhr, 2152 CR 2400N, St. Joseph, IL 61873

Other participating landowners in this Section 30 are the following:

John Blue, 2148 CR 2650E, Ogden, IL 61859

Daniel and Amy Cain, 2567 CR 2600E, Penfield, IL 61862

Edgar and Sharon Hovel, 408 Moraine Dr., Rantoul, IL 61866

Evelyn Suits, 2331 CR 2000E, Urbana, IL 61802

Robert and Dorene Pflugmacher, 866E CR 2250N, Ogden, IL 61859-9602

Fractional Section 31, T21N, R11E of the 3rd P.M., Compromise Township. The Special Use Permit includes the North Half of the Fractional Section 31 and the North Half of the Fractional Southwest Quarter of Fractional Section 31 and the East Half of the Southeast Quarter of Fractional Section 31. One Wind Farm Tower (wind turbine) is proposed in Fractional Section 31 as follows:

- 1 Wind Farm Tower is proposed on a 140 acre parcel in the Northeast Quarter of Fractional Section 31 on land owned by Larry Foster, 28012 State Route 49, Armstrong, IL 61812

Other participating landowners in Fractional Section 31 are the following:

Mary Ruth Elfe Revocable Trust and Charlotte R. Van Blokland Trust, aka Tate Farm #3/Busey Ag Services, 3002 West Windsor Road, Champaign, IL 61822

John Blue, 2148 CR 2650E, Ogden, IL 61859

Judith E. Kopmann, POB 7, Royal, IL 61871

Douglas Walker and Susan Kingston, 1111 Stockholm Rd., Paxton, IL 60957

Section 31, T21N, R14W of the 2nd P.M., Compromise Township. The Special Use Permit includes the North Half of Section 31 and the Southwest Quarter of the Southeast Quarter of Section 31. One Wind Farm Tower (wind turbine) is proposed in this Section 31 as follows:

- 1 Wind Farm Tower is proposed on an 80 acre parcel being the East Half of the Northeast Quarter of Section 31 on land owned by the LaVeda Pollack Trust c/o Kalin Kocher, 2455 CR 2600E, Penfield, IL 61862

Other participating landowners in this Section 31 are the following:

Larry Frerichs, 2474 CR 2500E, Penfield, IL 61862

Evelyn Suits, 2331 CR 2000E, Urbana, IL 61802

Carl and Jane Udovich, 3526 Bankview Dr., Joliet, IL 60431

Section 32, T21N, R14W of the 2nd P.M., Compromise Township. The Special Use Permit includes all of Section 32 except a 1.10 acre tract of land located in the West Half

of the Northwest Quarter of Section 32. Participating landowners in Section 32 are the following:

Brian Loschen, 2692 CR 2300N, Ogden, IL 61859
Illini FS, Inc., 1509 E. University Avenue, Urbana, IL 61802
Union Pacific Railroad, 1400 Douglas, Stop 1640, Omaha, NE 61879
Wendy M. Heeren Trust, 50 Maywood Dr., Danville, IL 61832
Arnold & Delores Loschen Trusts, 2654 CR 2400N, Ogden, IL 61859

Section 33, T21N, R14W of the 2nd P.M., Compromise Township. The Special Use Permit includes all of Section 33, with exceptions. A total of 3 Wind Farm Towers (wind turbines) are proposed in this Section 30 as follows:

- 1 Wind Farm Tower is proposed on a 40 acre parcel being the Northeast Quarter of the Northwest Quarter of Section 33 on land owned by Robert Long, Pearl St., Bluffs, IL 62621
- 1 Wind Farm Tower is proposed on a 77.04 acre parcel in the West Half of the Northeast Quarter of Section 33 on land owned by Roger N. Carter, 2562 CR 3000N, Penfield, IL 61862
- 1 Wind Farm Tower is proposed on an 80 acre parcel being the East Half of the Northeast Quarter of Section 33 on land owned by Harold and Darlene Hovel, POB 134, Royal, IL 61871

Other participating landowners in Section 33 are the following:

Michael and Eileen Jarboe Trusts, 2792 CR 2400N, Penfield, IL 61862
Thomas and Beverly Lee, 2308 Naples Court., Champaign, IL 61822
Dennis Madigan Living Trust, 18877 Medford, Beverly Hill, MI 48025

Section 36, T21N, R10E, Compromise Township. The Special Use Permit includes all of Section 36 except the South Half of the Northwest Quarter of Section 36 and the Southwest Quarter of Section 36. A total of 3 Wind Farm Towers (wind turbines) are proposed in this Section 30 as follows:

- 1 Wind Farm Tower is proposed on a 70 acre parcel in the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 36 on land owned by Earl and Delores Ideus, 508 N. West St., Gifford, IL 61847
- 1 Wind Farm Tower is proposed on a 50 acre parcel in the North Half of the South Half of the Northeast Quarter of Section 36 on land owned by Royce and Shauna Ideus, 2229 CR 2600N, Gifford, IL 61847
- 1 Wind Farm Tower is proposed on a 157 acre parcel in the Southeast Quarter of Section 36 on land owned by Judith, Leroy and Bonita Kopmann, POB 7, Royal, IL 61871

Other participating landowners in Section 36 are the following:

Leroy and Bonita Kopmann Trust, 117 Susan Drive, Dwight, IL 60420

PART B OGDEN TOWNSHIP

PRELIMINARY

Fractional Section 6, T20N, R11E of the 3rd P.M., Ogden Township. The Special Use Permit includes all of Fractional Section 6 except the Fractional Northwest Quarter of Fractional Section 6 and except the North Half of the Southwest Fractional Quarter of Fractional Section 6 and except the Northwest Quarter of the Southeast Quarter of Fractional Section 6 and except the West Half of the Northeast Fractional Quarter of Fractional Section 6. Participating landowners in Fractional Section 6 are the following:
Delores Ann Harms Trustee, POB 87, Royal, IL 61871
Mildred Hinrichs Trust, c/o Laveda Clem, 1982 CR 2100N, Urbana, IL 61822
Herbert and Betty Osterbur, 302 Benjamin Street, Royal, IL 61871

Fractional Section 6, T20N, R14W of the 2nd P.M., Ogden Township. The Special Use Permit includes all of Fractional Section 6, with exceptions. One Wind Farm Tower (wind turbine) is proposed in Fractional Section 6 as follows:

- 1 Wind Farm Tower is proposed on an 83.84 acre tract of land in the Southwest Quarter of Fractional Section 6 on land owned by Sylvia Flessner-Fulk, POB 837, St. Joseph, IL 61873

Other participating landowners in Fractional Section 6 are the following:

Darrell Bruns, c/o Marlys McCartney, 1113 Ascot Dr., Rantoul, IL 61866

Kristi Bruns, c/o Marlys McCartney, 1113 Ascot Dr., Rantoul, IL 61866

Neil Bruns, c/o Marlys McCartney, 1113 Ascot Dr., Rantoul, IL 61866

Marlys McCartney, 1113 Ascot Dr., Rantoul, IL 61866

Marvin and Bernita Harms Trust, 2592 CR 2145N, St. Joseph, IL 61873

Gene and Deanna Osterbur Irrevocable Trust c/o Julie Carlson, 3828 East Whipporwhill Lane, Byron IL 61010

Reka Sage, 2304A CR 3000N, Apt. 203, Gifford, IL 61847

Wayne and Roxie Sage, 2545 CR 2400N, Ogden, IL 61859

Fractional Section 5, T20N, R14W of the 2nd P.M., Ogden Township. The Special Use Permit includes all of Fractional Section 5, with exceptions. One Wind Farm Tower (wind turbine) is proposed in Fractional Section 5 as follows:

- 1 Wind Farm Tower is proposed on a 78.10 acre parcel in the Fractional North Half of Fractional Section 5 on land owned by Mark Loschen, 2455 CR 2050N, St. Joseph, IL 61873

Other participating landowners in Fractional Section 5 are the following:

Anna Albers, 2304A CR 3000N, Apt. 107, Gifford, IL 61847

Albers Farm c/o Sandra J. King, POB 562, St. Joseph, IL 61872

Douglas Frerichs, 2634 CR 2300N, Ogden, IL 61859

Arnold and Delores Loschen Trusts, 2654 CR200N, Ogden IL 61859

Gene and Deanna Osterbur c/o Julie Carlson, 3828 East Whipporwhill Lane, Byron IL 61010

Wayne and Roxie Sage, 2545 CR 2400N, Ogden, IL 61859

Dan Shearin, 2431 Parklake Drive, Morris, IL 60450

Fractional Section 4, T20N, R14W of the 2nd P.M., Ogden Township. The Special Use Permit includes a 72.8 acre tract of land located in the West Half of the West Half of Fractional Section 4 and an 80 acre tract of land located in the South Half of the Southeast Quarter of Fractional Section 4. Participating landowners in Fractional Section 4 are the following:

Inez K. Britt, 2333 CR 2800E, Ogden, IL 61859

John and Erna Ludwig Living Trusts, c/o Judith Ludwig Gorham, 409 N. Cherry St., Galesburg, IL 61401

Fractional Section 7, T20N, R14W of the 2nd P.M., Ogden Township. The Special Use Permit includes the Northeast Quarter of Fractional Section 7, with exceptions and a 60 acre tract of land in the East Half of the Southeast Quarter of Fractional Section 7.

Participating landowners in Fractional Section 7 are the following:

Vernon and Wilma Buhr, 2152 CR 2400N, St. Joseph, IL 61873

Louis and Laverne Osterbur, 2293 CR 2600E, Ogden, IL 61859

Section 8, T20N, R14W of the 2nd P.M., Ogden Township. The Special Use Permit includes all of Section 8 with the exception of 160 acres in the West Half of Section 8 and 60.85 acres in the Southeast Quarter of Section 8. Participating landowners in Section 8 are the following:

Albert J. Franzen, POB 206, Broadlands, IL 61816

John and Erna Ludwig Living Trust, c/o Judith Ludwig Gorham, 409 N. Cherry St., Galesburg, IL 61401

Jillene and Ben Henderson, 2651 CR 2150N, Ogden, IL 61859

Randall and Deanna Loschen, 2629 CR 1800N, Ogden, IL 61859

Union Pacific Railroad, 1400 Douglas, Stop 1640, Omaha, NE 61879

Section 9, T20N, R14W of the 2nd P.M., Ogden Township. The Special Use Permit includes the Northwest Quarter of Section 9 and the Northeast Quarter of the Southeast Quarter of Section 9 and a 100 acre tract of land in the South Half of the Northeast Quarter and the West Half of the West Half of the Southeast Quarter of Section 9 and the East Half of the Southwest Quarter of Section 9. Participating landowners in Section 9 are the following:

Robert Scott Trust and Alsip Family Trust c/o Robert P. Scott, 107 Arrowhead Lane, Haines City, FL 33844

Robert and Joan Sattler Trusts, 207 McKinley, Milford, IL 60953

Busboom Family Trust c/o Glen L. and Billie J. Busboom, 2756 CR 2200N, Ogden, IL 61859

Section 16, T20N, R14W of the 2nd P.M., Ogden Township. The Special Use Permit includes an 80 acre tract of land in the East Half of the Northeast Quarter of Section 16. Participating landowners in Section 9 are the following:

Carol Sage Peak, c/o Helen Green, 206 Ridgeview St., Danville, IL 61832.

PRELIMINARY

Clifford Peak, c/o Helen Green, 206 Ridgeview St., Danville, IL 61832.
Helen Green, 206 Ridgeview St., Danville, IL 61832.