

# CASE NO. 696-S-11

## SUPPLEMENTAL MEMORANDUM

October 20, 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 44.8 MW are proposed in Compromise Township (Part A) and 2 Wind Farm Towers with a total nameplate capacity of 3.2 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 2<sup>nd</sup> P.M.,
- Sections 24, 25, and 36 of T21N, R10E of the 3<sup>rd</sup> P.M.,
- Fractional Sections 30 and 31 of T21N, R11E, of the 3<sup>rd</sup> 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 3<sup>rd</sup> P.M.,
- Fractional Sections 4, 5, 6, and 7 of T20N, R14W of the 2<sup>nd</sup> P.M.,
- Sections 8, 9, and 16 of T20N, R14W of the 2<sup>nd</sup> P.M.

**Site Area:** Approximately 10,193 acres

**Time Schedule for Development:** Fall 2011

**Prepared by:** **John Hall**  
Zoning Administrator

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### STATUS

This case was continued from the October 13, 2011, meeting.

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### REVISED RECLAMATION AGREEMENT

A Revised Draft Reclamation Agreement was received on October 19, 2011, and emailed to ZBA members as an attachment to the Supplemental Memorandum dated October 19, 2011. That Memorandum established that no waiver is now required for the Revised Draft Reclamation Agreement. That Memorandum and the Revised Reclamation Agreement are included as attachments to this Memorandum.

More small changes have been made to the Draft Reclamation Agreement and a Revised Draft was received today and is also included as an attachment. There is no substantive difference between the versions received on 10/19/11 and 10/20/11 and no waiver is required.

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**REVISED EVIDENCE REGARDING PROPERTY VALUE CONCERNS**

The Supplemental Memorandum dated October 6, 2011, proposed evidence regarding wind farm effects on property values that was reviewed at the meeting on 10/06/11. At that same meeting Sherry Shildt submitted a copy of the research report *Values in the Wind: A Hedonic Analysis of Wind Power Facilities* dated March 3, 2011, by Prof. Martin D. Heintzelman of Clarkson University and Carrie M. Tuttle. No evidence regarding the Shildt submittal has yet been added to the Summary of Evidence. In order to prepare evidence I contacted Prof. Heintzelman and found that the report has been accepted for future publication in a peer reviewed journal. Prof. Heintzelman also forwarded the most recent copy of the report dated July 15, 2011, which has somewhat different results than the copy dated March 3, 2011.

The following is proposed to be added to the Summary of Evidence as revised item 8.M.:

M. Regarding concerns about possible affects on residential property values in the vicinity of the proposed WIND FARM, the Zoning Board of Appeals reviewed the following recent studies regard residential property values in proximity to wind farms:

- (1) The report *The Impact of Wind Power Projects on Residential Property Values in the United States: A Multi-Site Hedonic Analysis* was published in December 2009 by Ernesto Orlando Lawrence Berkeley National Laboratory and is considered the best information available regarding property value impacts of wind farms. The full report is available free of charge as a download at <http://eetd.lbl.gov/EA/EMP> and was distributed to ZBA members. The Executive Summary and the published Powerpoint presentation were also included separately with the October 6, 2011, Supplemental Memorandum. The study can be summarized as follows:
  - (a) The study analyzed data from 7,459 home sales from 10 communities surrounding 24 wind power facilities across the United States. Slide 11 in the Powerpoint presentation illustrates where the study areas were located in the US. Note the Lee County, Illinois was one study area.
  - (b) Homes in the study were located from 800 feet to over 5 miles from the nearest wind energy facility and each home was visited by the researchers to determine the site specific data such as the degree to which the wind facility may have been visible at the time of sale.
  - (c) Data analyzed in this study included: sales data, parcel data, GIS data, view data, and vista data.
  - (d) The study classified the concerns about the possible impact of wind facilities on residential property value into the following three categories:
    - i. Area Stigma which is a concern that the area in the vicinity of a wind energy facility will look more developed and advertently affect home values in that community even if no individual home has a view of wind turbines.

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- ii. Scenic Vista Stigma which is a concern that the view of a wind energy facility may have a detrimental impact on home value if the view from that home is otherwise scenic.
  - iii. Nuisance Stigma which is a concern that nuisance factors that may occur in closer proximity to wind turbines (such as noise and shadow flicker) may have a unique and adverse affect on home values.
- (e) The study used a hedonic pricing model to analyze market data to assess the impact of proximity to a wind energy facility on property value. The hedonic model is not generally used in property appraisal but used to assesses the marginal affects of home or community characteristics on sales price.
- (f) The study findings are summarized in the Conclusion to the Executive Summary as follows:
- i. No evidence was found that home prices surrounding wind facilities are consistently, measurably, and significantly affected by either the view of wind facilities or the distance of the home to those facilities.
  - ii. The analysis cannot dismiss the possibility that individual homes or small numbers of homes have been or could be negatively impacted but if these impacts do exist they are either too small and/or too infrequent to result in any widespread, statistically observable impact.
- (2) At the October 6, 2011, public hearing Sherry Schildt who livest at 398 CR 2500N, Mahomet, in Newcomb Township, submitted a copy of the research report *Values in the Wind: A Hedonic Analysis of Wind Power Facilities* dated March 3, 2011, by Prof. Martin D. Heintzelman of Clarkson University and Carrie M. Tuttle. When later contacted by the Zoning Administrator, Prof. Heintzelman stated that the report had been accepted for future publication in a peer reviewed journal and sent the most recent copy of the report dated July 15, 2011. The most recent copy of the report has findings that are somewhat different than the March 3, 2011, copy submitted by Sherry Schildt. The study and the revised findings can be summarized as follows:
- (a) The study analyzed data from 11,331 residential and agricultural property transactions in three counties in northern New York which have six wind farms combined.
  - (b) A map is included that illustrates that two of the counties have half or more of their geographic areas inside of Adirondack Park and the third county has only a small portion of its area inside the Park. The report explains that “approximately 43% of Adirondack Park is publically owned and constitutionally protected to remain “forever wild” forest preserve.

- (c) Parcels included in the study were those which were sold between the years 2000 – 2009. Of the 11,331 transactions only 461 of those transactions were for parcels within 3 miles to the nearest turbine. Some of the parcels were sold more than once. Within three miles, 142 parcels were sold at least twice.
  
- (c) Parcel data, turbine locations, land cover data, sales data, lot size, and other relevant data were compiled using Geographic Information Systems (GIS) software. The parcels were mapped to determine the distance to the nearest turbine in order to estimate the nuisance effects of the turbines. Statistical software was also used to compile data.
  
- (d) The study used a repeat sales fixed-effects hedonic analysis. This approach was used to estimate the “treatment” of effect of a parcel’s proximity to a wind turbine.
  
- (f) The study findings are summarized in the Discussion section as follows:
  - i.* In the two counties with the most geographic area inside Adirondack Park it was found that wind turbines typically had a negative impact on property values.
  
  - ii.* In the third county county that had only a small portion of its area inside Adirondack Park the study found no effect on property values because of wind turbines.

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**ATTACHMENTS**

- A Public Notice (modified legal advertisement) for Case 696-S-11 Parts A and B dated August 17, 2011
- B Supplemental Memorandum dated October 19, 2011 with attachments A and B but without attachments C and D:
  - (a) REVISED Draft Reclamation Agreement received October 19, 2011 (annotated; included separately)
  - (b) REVISED Draft Reclamation Agreement received October 19, 2011 (w/ Revised Base Decommissioning Cost Estimate received 10/06/11 and Appendix B from the Application; included separately)
- C REVISED Draft Reclamation Agreement received October 20, 2011 (annotated; included separately)
- D REVISED Draft 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 & Preliminary Findings for Required Waivers
- G Revised Draft Special Conditions of Approval
- H Heintzelman, Martin D. and Carrie M. Tuttle. *Values in the Wind: A Hedonic Analysis of Wind Power Facilities*. July 15, 2011. (included separately)
- I *Wind power sometimes hurts property values, Clarkson study says* Watertown Daily Times Wednesday, July 20, 2011.
- J Draft minutes of public hearing on October 6, 2011 (included separately)
- K Revised Draft Summary of Evidence, Finding of Fact, and Final Determination (included separately; previous additions are in single underlining and new additions are in double underlining)

**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 2<sup>nd</sup> 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

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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 2<sup>nd</sup> 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 2<sup>nd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 2<sup>nd</sup> 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:

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- 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 2<sup>nd</sup> 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 3<sup>rd</sup> 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



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- 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 2<sup>nd</sup> 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 3<sup>rd</sup> 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 2<sup>nd</sup> 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:

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- 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 2<sup>nd</sup> 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 2<sup>nd</sup> 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

**Attachment A. Public Notice (modified legal advertisement) for Case 696-S-11 Parts A and B**

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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 3<sup>rd</sup> 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 2<sup>nd</sup> 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 2<sup>nd</sup> 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

**Attachment A. Public Notice (modified legal advertisement) for Case 696-S-11 Parts A and B**

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**Fractional Section 4, T20N, R14W of the 2<sup>nd</sup> 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 2<sup>nd</sup> 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 2<sup>nd</sup> 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 2<sup>nd</sup> 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 2<sup>nd</sup> 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

# CASE NO. 696-S-11

## SUPPLEMENTAL MEMORANDUM

October 19, 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 Invenegy 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 44.8 MW are proposed in Compromise Township (Part A) and 2 Wind Farm Towers with a total nameplate capacity of 3.2 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 2<sup>nd</sup> P.M.,
- Sections 24, 25, and 36 of T21N, R10E of the 3<sup>rd</sup> P.M.,
- Fractional Sections 30 and 31 of T21N, R11E, of the 3<sup>rd</sup> 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 3<sup>rd</sup> P.M.,
- Fractional Sections 4, 5, 6, and 7 of T20N, R14W of the 2<sup>nd</sup> P.M.,
- Sections 8, 9, and 16 of T20N, R14W of the 2<sup>nd</sup> P.M.

**Site Area:** Approximately 10,193 acres

**Time Schedule for Development:** Fall 2011

**Prepared by:** John Hall

Zoning Administrator

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### STATUS

This case was continued from the October 13, 2011, meeting.

A Revised Reclamation Agreement has been received today and is attached. The Revised Reclamation Agreement does include converting 100% of the letter of credit into an escrow account by year 13 as required by the Ordinance and a waiver is no longer required. The Revised Reclamation Agreement also provides a guaranteed minimum Financial Assurance of \$25,000 per turbine even when the estimated salvage value exceeds the estimated decommissioning expenses.

Two handouts submitted by Board member Tom Courson at the last meeting are also attached.

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### REVISED RECLAMATION AGREEMENT

The attached Revised Reclamation Agreement reflects comments provided by staff of an earlier version. The proposed Reclamation Agreement does not require a waiver. As described in item (4)(a), the letter of credit is 210% of the "Decommissioning Estimate" and as described in (4)(b)(i)-(iv) the letter of credit will be converted to an escrow account by year 13 as required by the Ordinance (see 6.1.4 P. 4.(b) in the Ordinance).

The Revised Reclamation Agreement also provides a guaranteed minimum Financial Assurance of \$25,000 per turbine (equal to \$750,000 total) even when the estimated salvage value exceeds the estimated decommissioning expenses.

Attachment B includes the relevant "Decommissioning Estimate" which is the Revised Base Decommissioning Cost Estimate received 10/06/11 as an attachment and also Appendix B from the petitioner's Application. The Initial Financial Assurance based on that estimate will be \$1,902,600 (equal to \$63,420 per turbine) and by year 13 that amount (assuming the amount stays the same based upon updating every 3 years as described in item (4)(b)(v)) will be converted from the letter of credit to an escrow account.

At this time the relevant "Decommissioning Estimate" is still based on using 100% of the salvage value. Note that subtracting the Initial Financial Assurance of \$1,902,600 from the Total Decommissioning Cost of \$5,771,500 results in a difference of \$3,868,900 which is about 80% of the estimated Total Salvage Value. Therefore, even if the actual salvage value would end up being only \$3,868,900 instead of the estimated \$4,865,400 (an underestimate of about 20%) the Initial Financial Assurance is enough to make up the difference.

The State's Attorney's still has concerns regarding financial lien holders being in a superior position to the County in the case of wind farm abandonment and continues to discuss this with the petitioner's counsel.

#### ATTACHMENTS

- A REVISED Draft Reclamation Agreement received October 19, 2011 (annotated)
- B REVISED Draft Reclamation Agreement received October 19, 2011 (w/ Revised Base Decommissioning Cost Estimate received 10/06/11 and Appendix B from the Application)
- C Exhibit 9 Decommissioning Plan for the New Grange Wind Farm received at the October 13, 2011, public hearing
- D *Removal and Restoration Costs in California: Who Will Pay?* An article by Paul Gipe from the Wind-Works.org website received at the October 13, 2011, public hearing

**Attachment D. REVISED Assessment of Compliance with 6.1.4 P. Standard Condition for  
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Note: this attachment is a revision of the relevant portion of Attachment E to the Supplemental Memorandum dated September 29, 2011, and is based on the Draft Reclamation Agreement received October 18, 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. Compliance with paragraph 6.1.4 P. can be summarized as follows:

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.
  - (e) A revised Reclamation Agreement was received on October 6, 2011, with a Revised Base Decommissioning Cost Estimate and responses to questions about the decommissioning cost estimate.
  - (f) Further revised Reclamation Agreements were received on October 13, 2011; October 18, 2011; October 19, 2011; and October 20, 2011. There are no substantive differences between the Drafts received on 10/19/11 and 10/20/11.
  - (g) The current proposed Reclamation Agreement was received on October 20, 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~~ 10/20/11 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



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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 that are provided by an Illinois Licensed Professional Engineer and a Revised Base Decommissioning Cost Estimate was received on 10/06/11 with responses to questions about the decommissioning cost estimate. Regarding the revised decommissioning cost estimates received on 10/06/11:
- (1) Construction management costs are likely to be incurred by the County should the County ever undertake decommissioning. The revised Base Decommissioning Cost Estimate received on 10/06/11 includes costs for overhead, management, and mobilization.
  - (2) The cost for removal of the concrete foundation to a depth of 54 inches has been included which exceeds what is required by many Illinois counties.
  - (3) The cost for the disposal of the WIND TURBINE blades has been included.
  - (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 and another \$31,000 for transport of the salvage unit for a total of \$129,000 per turbine. The Revised Base Decommissioning Cost Estimate received on 10/06/11 divides the \$129,000 into more detail regarding the costs of disassembly, deconstruction, demolition, and transport. The cost for public road repairs was reduced to \$300,000 from the original \$750,000 and footnote 1 explains that road repairs should be minor given the conditions of roads and the fact that the bottom portion of the foundation (concrete) is the majority of the weight associated with road upgrades. 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. The independent engineer replied as follows to an inquiry from the Zoning Administrator regarding the cost for turbine removal:  
"It is envisioned that the turbine would be de-constructed and hauled to a marshaling yard (10-15 acre area) that is nearby. This is similar to erecting the units but in reverse. Actual costs will depend on the methods used. The

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

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blades would be taken to the marshaling yard and broken down into smaller pieces able to be hauled in smaller trucks to the landfill.”

- (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](http://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. The independent engineer replied as follows to an inquiry from the Zoning Administrator regarding the difference between the scrap values included in the decommissioning cost versus scrap values in Champaign County:
- “Chicago mills are quoting heavy melt between \$415 and \$420 per ton on September 9, 2011. We can’t speak to what local recyclers are paying since we haven’t seen a quote with them or discussed with them. Are they paying true scrap price or are they quoting heavy melt price? Also, the price would be a result of negotiation on a project and would most likely be bid to multiple scrap recyclers (local and beyond). A demolition contractor would only utilize a local recycler if they would be getting a price that made economic sense for them. For the scale and amount of high grade structural steel that is available from this project, a higher price than what is quoted for Champaign County would be achievable. \$323 per ton is reasonable and the reclamation agreement addresses that the 5-year average can be revised based upon an engineer’s judgement.”
- (6) Footnotes 3 and 4 indicate that the blades and nacelle cover would be transported to a local landfill in the Danville area and recyclable materials would be transported in smaller trucks to steel mills along the Mississippi or East Chicago and truck size will be limited by the roadway load limits in place at the time of decommissioning.
- (7) Footnote 6 indicates that the scrap value for copper that is used is the 5-year average price from USGS.
- 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~~ 10/20/11 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~~ 10/20/11 complies with 6.1.1A.6. of the Ordinance.

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- 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~~ 10/20/11 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;
    - 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



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- 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 (16)(b) of the Draft Reclamation Agreement received on ~~9/28/11~~ 10/20/11 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 (16)(c) of the Draft Reclamation Agreement received on ~~9/28/11~~ 10/20/11 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 (16)(d) of the Draft Reclamation Agreement received on ~~9/28/11~~ 10/20/11 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~~ 10/20/11 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 (16)(e) of the Draft Reclamation Agreement received on ~~9/28/11~~ 10/20/11 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~~ 10/20/11 proposes a letter of credit that is 210% of the cost estimate but includes salvage value and so must be specifically authorized by the Board.
  - \*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~~ 10/20/11 the provision for multiple letters of credit has

**Attachment D. REVISED Assessment of Compliance with 6.1.4 P. Standard Condition for  
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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) ~~(4)(b)~~ of the Draft Reclamation Agreement received on ~~9/28/11~~ 10/20/11 is in compliance. ~~requires the actual proposed amount of the escrow account to only equal 25% of the Base Decommissioning Expense and a waiver is required. be indicated.~~
  - (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~~ 10/18/11 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 There is no current mention of 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~~ 10/18/11 does not provide for a mutually acceptable financial institution but no waiver has been requested.
- 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 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

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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 10/20/11 appears to conform to the requirement of 6.1.4 P.4.(b)(3)

- g. The Draft Reclamation Agreement received on 9/28/11 10/20/11 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 10/20/11.
  - (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)~~ (4)(e)(vii) of the Draft Reclamation Agreement received on 9/28/11 10/20/11.
6. The Draft Reclamation Agreement received on 9/28/11 10/20/11 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 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. ~~The Board should be comfortable with the costs indicated in the Base Decommissioning Cost Estimate received 10/20/11 and the costs should be identified in a special condition regarding the Reclamation Agreement.~~
  - \*b. The Draft Reclamation Agreement received on 9/28/11 10/20/11 does not propose a specific amount for the letter of credit but the amount is based on the Base

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Decommissioning Cost Estimate that is Attachment A to the Draft Reclamation Agreement.

- \*c. The Draft Reclamation Agreement received on ~~9/28/11~~ 10/20/11 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~~ 10/20/11 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. 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~~ 10/20/11 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.
9. The State's Attorney has reviewed the Draft Reclamation Agreement received on 10/20/11. The State's Attorney's still has concerns regarding financial lien holders being in a superior position to the County in the case of wind farm abandonment and continues to discuss this with the petitioner's counsel. Financial lien holders may be able to "cherry pick" salvageable value from the wind farm and if significant enough could reduce the salvageable value to a point where the Financial Assurance might not cover the remaining decommissioning costs.
10. The Revised Reclamation Agreement received on October 20, 2011, exceeds the Ordinance requirement by guaranteeing a minimum Financial Assurance of \$25,000 even when salvage value exceeds decommissioning costs. Paragraph (4)(c)(ii) establishes the minimum amount and provides for that amount to be updated with known inflation.



**Attachment E REVISED Table of Required Waivers**

**Case 696-S-11**

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Waiver	Requested or Required	Degree of Waiver	Notes
<p>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.</p>	<p>Requested</p>	<p>Essentially no waiver as the area of the special use permit will be greater than the minimum required</p>	<p><b>NO WAIVER REQUIRED.</b> 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.</p>
<p>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.</p>	<p>Required</p>	<p>100% waiver but only for underground wiring which should have little actual impact</p>	<p><b>NO WAIVER REQUIRED.</b> The Map of Conservation Recreation Zoning District and Incorporated Municipality Setback Compliance received September 29, 2011, revised the site plan such that no part of the WIND FARM is within the minimum one-mile separation of the CR District. This change also removed any part of the wind farm from within 1.5 miles of the Village of Royal.</p>
<p>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.</p>	<p>Required</p>	<p>100% waiver but only in regards to participating landowners</p>	<p><b>NO WAIVER REQUIRED.</b> 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.</p>
<p>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.</p>	<p>Required</p>	<p>100% waiver but the intent is to be in compliance before commercial operation commences.</p>	<p><b>PRELIMINARY WAIVER ADOPTED 9/29/11.</b> A Draft special condition has been proposed to ensure that this certification is eventually received.</p>
<p>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.</p>	<p>Requested</p>	<p>100% waiver but it could be argued that the waiver is not required</p>	<p><b>NO WAIVER REQUIRED.</b> 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>

<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><b>PRELIMINARY WAIVER ADOPTED 10/13/11.</b> A Draft special condition has been proposed to ensure that the County road agreement is approved before the Special Use Permit is approved.</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><b>NO WAIVER REQUIRED FOR TOWNSHIP AGREEMENT.</b> An agreement was signed prior to the October 13, 2011, public hearing.</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><b>PRELIMINARY WAIVER APPROVED 10/06/11.</b> See the Draft special condition.</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><b>PRELIMINARY WAIVER ADOPTED 9/29/11.</b> No special condition is required.</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><b>NO WAIVER REQUIRED.</b> The Revised Reclamation Agreement received October 18, 2011, meets all Ordinance requirements including gradually paying 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>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 and the proposed special condition</p>

**Attachment F REVISED Draft and Adopted Preliminary Findings for Required Waivers**

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Draft and Adopted Preliminary Findings for required waivers are presented below.

The Draft Findings have been written so as to support the required waiver but the Board must approve each finding and should revise each finding as necessary. Each finding must be supportive of the waiver in order for the waiver to be approved.

Preliminary Findings were adopted at previous meetings but are subject to change until the Board makes a Final Determination.

Waivers of standard conditions in Section 6.1.4 that have been drafted are the following:

**1. (originally #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. PRELIMINARY FINDINGS WERE ADOPTED ON 9/29/11.**

The following are relevant considerations:

- a. The certificate of design compliance from Underwriters Laboratories (“UL”) or an equivalent third party is intended to document that the wind farm turbines meet relevant industry safety standards.
- b. The manufacturer has not yet received a certificate of compliance for this model of turbine.
- c. The applicant should be able to provide the certificate of design compliance before the wind farm begins commercial operation.
- d. The Zoning Administrator must authorize a Zoning Compliance Certificate for the wind farm before the wind farm begins commercial operation and a special condition has been proposed to require the submission of a certificate of design compliance as a prerequisite to receiving a Zoning Compliance Certificate.

~~The following special condition makes it clear that a certificate of design compliance from Underwriters Laboratories (“UL”) or equivalent third party shall be required:~~

~~The Zoning Administrator shall not approve a Zoning Compliance Certificate until the applicant submits a copy of a certificate of design compliance from Underwriters Laboratories (“UL”) or equivalent third party~~

~~The above special condition is required to ensure that:~~

~~The wind farm turbines are certified to meet relevant industry safety standards.~~

Regarding the required findings for this waiver of standard condition (the adopted findings are underlined):

The waiver **SUBJECT TO THE PROPOSED SPECIAL CONDITION IS** in accordance with the general purpose and intent of the Zoning Ordinance and **WILL NOT** be injurious to the neighborhood or to the public health, safety, and welfare because the certificate of design

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compliance is not the only certification of structural integrity but is related to product safety that is an operational concern rather than a structural concern and an additional structural certification will be required before the permit is approved.

Note: There is no mention of the special condition that will require submittal of the certificate of design compliance before the WIND FARM goes into commercial operation.

- (2) Special conditions and circumstances **DO** 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 the turbine that is proposed for use in the WIND FARM, the GE 1.6 -100 wind turbine, is a relatively new wind turbine and the manufacturer is still completing the design certification process.
- (3) 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 because the wind farm has been designed around the GE 1.6 -100 wind turbine and waiting to approve the special use permit until the certificate of design compliance is available will delay wind farm construction.
- (4) The special conditions, circumstances, hardships, or practical difficulties **DO NOT** result from actions of the applicant because the applicant is not involved in the design certification process.
- (5) The requested waiver **SUBJECT TO THE PROPOSED SPECIAL CONDITION** IS the minimum variation that will make possible the reasonable use of the land/structure because it will allow the WIND FARM to move ahead under construction but will not go into commercial operation without the certification of design compliance.

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**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. PRELIMINARY FINDINGS WERE ADOPTED ON 10/13/11.**

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) 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.
- (e) A 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.

Regarding the required findings for this waiver of standard condition (the adopted findings are underlined):

- (1) The waiver **SUBJECT TO THE PROPOSED SPECIAL CONDITION IS** in accordance with the general purpose and intent of the Zoning Ordinance and **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.

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- (2) Special conditions and circumstances **DO** 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** 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 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 SPECIAL CONDITION IS** 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.

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**3. (originally #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. PRELIMINARY FINDINGS WERE ADOPTED ON 10/06/11.**

Requested by Invenergy on p. H-1 in Appendix H of the *California Ridge Wind Energy Project Champaign County Special Use Permit Application* received July 1, 2011. The following are relevant considerations:

- a. From Appendix H of the *Application*:
  - (1) A Road Use and Repair Agreement is still being negotiated with the Champaign County Engineer and the Compromise and Ogden Township Highway Commissioners.
  - (2) The intent of the Road Use and Repair Agreement is to insure that roads used in connection to the wind farm are in as good a condition after the wind farm construction as they were before the wind farm construction.
  - (3) Implementation of upgrade requirements called for by the Bureau of Local Roads and Streets Manual would entail substantial widening and reconstruction of a number of roads and that would impose a significant financial burden on California Ridge to the extent that it would jeopardize the financial viability of the wind farm.
  - (4) Pursuant to the Illinois Highway Code, a Township Highway Commissioner does not have the authority to unilaterally agree to the widening or alternation of township roads.
- b. Repairing or rebuilding roads is not necessarily the same as an upgrade.
- c. The IDOT Bureau of Local Roads Manual, 2006 edition, and the IDOT *Standard Specifications for Road and Bridge Construction*, which may be referred to collectively as the BLR standards, are the standard requirements for road and bridge construction in the rural areas of the State of Illinois and are intended to ensure that road and bridge construction provides minimum public safety.
- d. The County Engineer and the relevant Township Highway Commissioner are responsible to ensure public safety, efficiency, and other relevant public considerations, on all streets (roads) within their respective jurisdictions.
- e. It is anticipated that other unforeseen situations besides widening of right of way might arise during WIND FARM development for which any BLR standard might pose unique or peculiar problems that must be addressed by the Applicant and the relevant street authority.
- f. Waiving the requirement for compliance with the BLR standards without some means to ensure public safety would not be consistent with the Ordinance requirement to prevent injury to the neighborhood or injury to the public health, safety, and welfare.
- g. Waiving the requirement for compliance with the BLR standards subject to the discretion of the relevant street maintenance authority should ensure adequate public safety while

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providing the necessary flexibility to meet the peculiar conditions that may arise during WIND FARM development.

- h. The Ordinance requires the Applicant to enter into a signed Roadway Upgrade and Maintenance Agreement with each relevant street maintenance authority prior to the close of the public hearing. Each Road Agreement should refer to the BLR standards but provide that the street maintenance authority has the authority to exercise discretion in application of the BLR standards.
- i. A special condition has been proposed that would limit the requested waiver so as to ensure adequate public safety.

Regarding the required findings for this waiver of standard condition (the adopted findings are underlined):

- (1) The requested waiver **SUBJECT TO THE PROPOSED SPECIAL CONDITION IS** in accordance with the general purpose and intent of the Zoning Ordinance and **WILL NOT** be injurious to the neighborhood or to the public health, safety, and welfare because:
  - i. under state law the relevant highway authority is responsible for providing both a safe and an efficient highway system and
  - ii. the special condition waives the BLR standards only when agreeable to the relevant highway authority and only so long as public safety is not compromised.
- (2) Special conditions and circumstances **DO** 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:
  - i. the existing rural road network must accommodate the proposed WIND FARM construction in an efficient and safe manner and
  - ii. the relevant highway authority will have the discretion to waive the BLR standards if unique circumstances are encountered in the construction of the WIND FARM or if a more efficient standard is available but
  - iii. the BLR standards can only be waived so long as public safety is not compromised.
- (3) 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 because without the waiver the resulting inefficiencies could be significant enough to pose an undue financial burden for the construction of the WIND FARM even though public safety would not be enhanced.
- (4) The special conditions, circumstances, hardships, or practical difficulties **DO NOT** result from actions of the applicant because the special conditions are related to the existing highway conditions.



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- (5) The requested waiver **SUBJECT TO THE PROPOSED SPECIAL CONDITION IS** the minimum variation that will make possible the reasonable use of the land/structure because the special condition allows the relevant highway authority to follow the most efficient methods so long as public safety is not compromised.

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**4. (originally #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.**

The following are relevant considerations:

- a. Subparagraph 6.1.4 I. 1. requires the noise level from each WIND FARM TOWER or WIND FARM shall be in compliance with the applicable Illinois Pollution Control Board (IPCB) regulations (35 *Illinois Administrative Code* Subtitle H: Noise Parts 900, 901, 910).
- b. Regarding the Illinois Pollution Control Board (IPCB) regulations (35 *Illinois Administrative Code* Subtitle H: Noise Parts 900, 901, 910):
  - (1) 35 IAC 901.101 b) defines Class A land as all land used as specified by LBSC Codes 1000 through 1340, 2410 through 2455, 5200 through 5230, 5500, 6100 through 6145, 6222, 6510 through 6530, 6568 through 6600.
  - (2) Appendix B to 35 IAC 901 identifies LBSC Code 1100 as “Private Household” and as Class A under 35 IAC 901 Land Class.
  - (3) Appendix B to 35 IAC 901 does not contain the land use “wind farm” but does identify “alternative energy sources” under LBSC Code 4314 as Class C.
  - (4) 35 IAC 901.102 regulates the emission of sound from any property line noise source located on any Class A,B, or C land to any receiving Class A land. One type of Class A land is land used for a private household.
- c. Regarding the compliance of the proposed WIND FARM with the applicable IPCB noise regulations:
  - (1) The discussion of the anticipated noise levels on p. 5-3 of the *Application* explains that “a total of 553 receptors (at residences) were modeled for the Project area.” and refers several times to “residences” as “noise receivers” but never refers to “residential land”.
  - (2) Tables 5 and 6 in Appendix C summarize the daytime and nighttime sound analysis modeling results for the relevant octave bands for the residence with the highest noise level and compares those results to the maximum allowable sound level. The modeling results are lower than the maximum allowable sound level for all octave bands.
  - (3) Appendix C in Appendix C gives the noise modeling results on an hourly basis (Leq) for all receptors and the maximum allowable sound level is never exceeded at any octave band but IPCB noise regulations do not regulate Leq.
- d. In a letter approved at the October 29, 2009, ZBA meeting the ZBA had requested that the County Board approve the hiring of a noise consultant to provide a qualified evaluation of wind farm noise submittals. At the November 30, 2009, the Environment and Land Use Committee voted to not hire a noise consultant to evaluate the noise studies submitted by wind farm developers.

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- e. At the September 1, 2011, public hearing Petitioner's Attorney Michael Blazer submitted a Memorandum that briefly reviewed and had as attachment the Illinois Pollution Control Board's (IPCB) decision in *Knox v. Turriss Coal Co.* which involved noise complaints by Gladys and David Knox who apparently owned a total of 94 acres of which 90 acres were farmed and the other 4 acres included their dwelling and a pond. In the *Knox* case the IPCB confirmed that a farm dwelling is Class A land but the farmland was Class C and the pond was "unclassified".
- f. Apparently no land use in the IPCB regulations is distinguished between the interior activities and exterior activities which leads to the question of whether there are no limits on the noise level that outdoor activities may be subject to or does that mean that the limit applies to all activities that are a part of that use whether it be interior activities or exterior activities, in the same way as under the Zoning Ordinance an entire property is classified as one principal use?

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
  - i. there is some question about whether the noise regulations apply at the property line or the dwelling but the I.P.C.B. noise regulations are not regularly enforced by any state agency and so there is no official answer to that question; and
  - ii. the noise results submitted in the Application indicate that only 9 receptors are within approximately 3 decibels or less of the noise limit and the other 251 receptors are below the limit by more than 3 decibels; and
  - iii. for residential properties less than 5 acres in area the difference between the sound level at the property line versus the sound level at the dwelling is not likely to differ by much given the small distance involved and granting the waiver will not make much difference in the actual sound level; and
  - iv. the petitioner submitted evidence indicating that for larger properties the I.P.C.B. noise regulations apply at the dwelling; and
  - iv. it is more important to agree to a standard at this time that can be enforced by the County in the future if there are complaints rather than to debate whether the standard applies at the property line or the dwelling.
- (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.

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- (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 the Applicant has gone to great trouble and expense to plan the WIND FARM so as to comply with the Illinois Pollution Control Board (IPCB) regulations as they understand the regulations should be applied.
- (4) The special conditions, circumstances, hardships, or practical difficulties **{DO / DO NOT}** result from actions of the applicant because they result from a new Ordinance requirement that has not been thoroughly tested.
- (5) The requested waiver **{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 resolve the question regarding whether the IPCB noise regulation applies at the property line or the dwelling for small residential properties.

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**5. (originally #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. PRELIMINARY FINDINGS WERE ADOPTED ON 9/29/11.**

The following are relevant considerations:

- a. Subparagraph 6.1.4 J. requires the application to contain a copy of the Agency Action Report from the Illinois Department of Natural Resources Endangered Species Program.
- b. As requested by Invenergy on pages 5-19 and 5-20 of the *California Ridge Wind Energy Project Champaign County Special Use Permit Application* received July 1, 2011:
  - (1) California Ridge consulted with the Illinois Department of Natural Resources (IDNR) and a letter dated December 4, 2009, was received from the IDNR and included in Appendix J. In the letter Keith Shank stated "The Department's consultation process for this proposal is terminated."
- c. In the letter dated December 4, 2009, from the IDNR Keith Shank also stated that the consultation was only valid for a two-year period and if the proposed action was not implemented in that time a new consultation will be necessary.
- d. 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.
- e. 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 Invenergy 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:
    - (a) Proceed with the action as originally proposed; or

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- (b) Require the action to be modified per Department recommendations (please specific which measures if not all will be required); or
- (c) Forgo the action.
- f. 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.
- (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:
- (a) 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.
- (b) 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.

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

1. The waiver **IS** in accordance with the general purpose and intent of the Zoning Ordinance and **WILL NOT** be injurious to the neighborhood or to the public health, safety, and welfare because
- i. in a July 13, 2011, email to John Hall, Keith Shank, Division of Ecosystems and Environment, Illinois Department of Natural Resources, stated that 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
- ii. because the letter would substitute for a Agency Action Report the submission of the letter is virtually the same thing as submitting an Agency Action Report and submitting only the letter will be no more injurious to the public health, safety, and welfare than submitting an Agency Action Report.
- (2) Special conditions and circumstances **DO** 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 the Applicant has consulted fully with the IDNR and it was more convenient for the IDNR to reply with a written letter rather than an Agency Action Report.
- (3) 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 because if the waiver is not granted the

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Applicant will have to request that IDNR staff take time to prepare an Agency Action Report and the resulting delay could be significant enough to pose an undue financial burden for the construction of the WIND FARM even though no public benefit would result and IDNR would incur greater cost.

- (4) The special conditions, circumstances, hardships, or practical difficulties **DO NOT** result from actions of the applicant because the Applicant consulted with the IDNR and the approach used in the IDNR review was the approach that IDNR wanted to use.
  
- (5) The requested waiver **IS** the minimum variation that will make possible the reasonable use of the land/structure because the IDNR has made it clear that the letter that was provided to Champaign County substitutes for an Agency Action Report.

**6. (originally #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.**

The following are relevant considerations:

- a. Subparagraph 6.1.4 I. 1. requires that noise levels must be in compliance with the applicable Illinois Pollution Control Board (IPCB) regulations. Paragraph 6.1.4 I. is titled “standard conditions for allowable noise level” and does not use the term “noise impact(s)” and generally refers to noise “levels”.
- b. Subparagraph 6.1.4 S.1.(c)(3) 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.
- c. The applicant has requested that the special use permit allow greater flexibility in adjusting the final location of WIND FARM TOWERS provided that the applicable noise regulations are not exceeded. The requested flexibility could result in somewhat greater noise levels than indicated in Appendix C of the *Application* but the noise level at any residence would not be greater than allowed under the IPCB regulations
- d. A special condition has been proposed that would limit the flexibility in adjustment of the final location of WIND FARM TOWERS.

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

- (1) The waiver *{SUBJECT TO THE PROPOSED SPECIAL CONDITION} {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 there is only one allowable noise level and that is the noise level established in the Illinois Pollution Control Board (IPCB) regulations as established by 6.1.4 I.6.(a) and the requirement of 6.1.4 S.1.(c)(3) is in direct conflict with 6.1.4 I.6.(a).
- (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 the Applicant has gone to great trouble and expense to plan the WIND FARM so as to comply with the Illinois Pollution Control Board (IPCB) regulations as established by 6.1.4 I.6.(a) and not the lower noise levels that are incorrectly indicated by the reference to 6.1.4 S.1.(c)(3).



**Attachment F REVISED Draft and Adopted Preliminary Findings for Required Waivers**

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- (4) The special conditions, circumstances, hardships, or practical difficulties ***{DO / DO NOT}*** result from actions of the applicant because they result from a new Ordinance requirement that has not been thoroughly tested.
- (5) The requested waiver ***{SUBJECT TO THE PROPOSED SPECIAL 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 resolve the contradiction between 6.1.4 I.6.(a) and 6.1.4 S.1.(c)(3).

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- 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 44.8 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 3.2 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 authorized the County Board Chair to sign the Roadway Upgrade and Maintenance**

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**Agreement 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 to build the WIND FARM shall generally only occur during the weekday daytime hours of 7AM to 10PM but never on Sunday, provided, however, that construction activities may occasionally commence earlier in the day if required but not earlier than 5AM. 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.

**Attachment G Revised Special Conditions of Approval**

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- F. 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 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.

- G. 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 March 1, 2013, which is consistent with the expiration deadline in the Roadway Upgrade and Maintenance Agreements and the approved Reclamation Agreement; 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.

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H. The following conditions will help ensure that WIND FARM TOWERS are located and constructed in conformance with the approved site plan:

- 1. The Zoning Administrator shall not approve a Zoning Use Permit for construction of a WIND FARM TOWER if the location indicated on the Zoning Use Permit site plan differs from that in the approved site plan for the special use permit as follows:**
  - (a) The Zoning Use Permit location shall not differ more than 500 feet from the approved site plan for the special use permit except that a WIND FARM TOWER more than 1,500 feet from a non-participating PRINCIPAL STRUCTURE on the approved site plan for the special use permit shall not be approved to be less than 1,350 feet from that same STRUCTURE on a Zoning Use Permit; and provided that**
  - (b) A WIND FARM TOWER that is 1,500 feet or less from a non-participating PRINCIPAL STRUCTURE on the approved site plan for the special use permit shall not be located less than 90% of that distance to the same STRUCTURE on a Zoning Use Permit; and provided that**
  - (c) A new noise analysis meeting the requirement of 6.1.4 I. shall be submitted with the Zoning Use Permit for any WIND FARM TOWER with a new location that is less than 1,500 from a non-participating PRINCIPAL STRUCTURE; and provided that**
  - (d) No separation to a non-participating property or PRINCIPAL STRUCTURE shall be less than the minimum required by the Ordinance.**
- 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 approved.**

The above special conditions are required to ensure that:

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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.

I. 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 Revised Draft Reclamation Agreement received on ~~9/28/11~~ 10/20/11 with all required signatures including a guaranteed minimum amount of \$25,000 that shall be updated annually to reflect the known rate of inflation.**
2. **The expenses and values, including salvage value, as listed in the Base Decommissioning Cost Estimate received 10/06/11 and that is Attachment A to the Draft Reclamation Agreement received on ~~9/28/11~~ 10/20/11.**
3. **An irrevocable letter of credit ~~meeting the requirements of the Draft Reclamation Agreement received on 10/06/11~~. 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.

J. 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**

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**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.**
- 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), 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.**
- 9. A permanent soil erosion and sedimentation plan for all WIND FARM TOWER sites and access roads that conforms to the relevant Natural Resources Conservation Service guidelines and that is prepared by an Illinois Licensed Professional Engineer.**

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.

- K. 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**

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**and turnout locations, substation(s), electrical cabling from the WIND FARM TOWER to the Substations(s), and layout of all structures within the geographical boundaries of any applicable setback.**

- 2. As-built documentation of all permanent soil erosion and sedimentation improvements for all WIND FARM TOWER sites and access roads prepared by an Illinois Licensed Professional Engineer.**
- 3. 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.

- M. 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 such as TUV NORD Group, 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:



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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:**

- 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:

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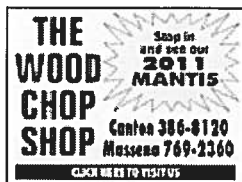
The future requirements for the Applicant or Owner or Operator of the WIND FARM are clearly identified.

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# Wind power sometimes hurts property values, Clarkson study says

**NANCY MADSEN**

TIMES STAFF WRITER

WEDNESDAY, JULY 20, 2011

A recent Clarkson University study found that wind power projects might depress the prices paid for surrounding properties by as much as 17 percent.

ARTICLE OPTIONS



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The study, "Values in the Wind: A Hedonic Analysis of Wind Power Facilities," is based on the areas around three wind farms in Lewis, Clinton and Franklin counties. Clarkson assistant professor Martin D. Heintzelman and doctorate degree candidate Carrie M. Tuttle collected data from 11,331 residential and agricultural property transactions over nine years from Clinton, Franklin and Lewis counties.

"Overall, the results of this study are mixed as regards the effect of wind turbines on property values," the report said. "In Clinton and Franklin Counties proximity to turbines has a usually negative and often significant impact on property values, while, in Lewis County, turbines appear to have had little effect, and, in some specifications, a positive effect."

Lewis County had 1,938 sales used in the study, while Franklin had 3,251 and Clinton 6,142. There were 3,969 repeat sales for 1,903 parcels. The study used GIS software to match the parcels to turbine location. The data showed that properties at one mile

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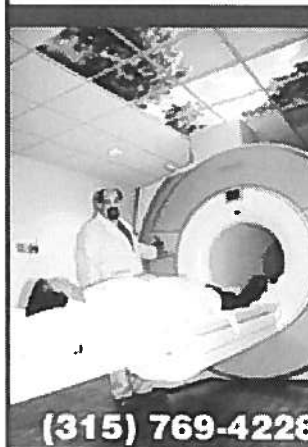
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from towers had a decrease of between 7.73 percent and 14.87 percent in sale prices. When the nearest turbine is a half-mile away, the sales price has a decline of between 10.87 percent and 17.77 percent.

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“By and large, I was not surprised,” Mr. Heintzelman said Monday afternoon. “Anti-wind groups have a lot of complaints, and if those issues are perceived to persist, it is going to affect property values.”

But the data from Lewis County didn’t necessarily agree, showing positive trends. The researchers tested whether the effect was negative at first and then turned positive over time, but the Lewis County data showed increases in property values from the get-go, which mellowed with time.

“Another possible interpretation is that there is something about the design or placement of the facilities in Lewis versus Clinton/Franklin Counties which has reduced or eliminated the negative impact on property values,” the report said.

And, Mr. Heintzelman said, another option is that people in Lewis County could have an entirely different feeling about the turbines compared with people in other counties.

The report has been accepted for publication in the peer-reviewed journal “Land Economics.”

Like previous studies, the Heintzelman one has a small proportion of properties close to the turbines. Overall, 461 were within three miles.

“There is still more work to be done in the area,” he said. “In these study areas, we need more data post-turbine, on sales after the turbines are built.”

They ran a regression analysis with three different dates — when the draft environmental impact statement was submitted to the state Department of Environmental Conservation, the date the final environmental impact statement was approved and the date when the turbines became operational.

The study accounts for other characteristics of the home, including distance to a major road, value of personal property included in the transaction, whether the home is in a village, number of bedrooms and bathrooms, square footage of the house, age of the house and lot size.

The analysis also showed that local buyers have about half as strong an adverse feeling to being near turbines when compared with non-local buyers, which “suggests that non-local buyers are more wary of turbines and their effects than local residents which may also be a function of familiarity.”

The results suggest that nonparticipating landowners are due some kind of compensation. Landowners receive lease payments and towns and school districts get proceeds from payment-in-lieu-of-taxes agreements.

“I think that is what has to be thought about,” Mr. Heintzelman said. “There are two channels for compensation: property owners get money from the developer for their land and towns get PILOT payments. Even with those PILOT payments, there are people who are being harmed with their property values. We need to think about how the PILOT is spent or think about other mechanisms to compensate individuals who have been harmed.”

Health degradation and aesthetic damage are “likely to be capitalized into property values and, as a consequence, property values are likely to be a reasonable measuring stick of the imposed external costs of wind development,” the report said.

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