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1 MR. WELBERS: So we're out of recess on
2 Ladd Solar 2 and 3. I believe our next step was
3 to read the conditions into the record.

4 MS. DONARSKI: I have a couple of other
5 things here.

6 MR. WELBERS: Okay. Well, let's do that.

7 MS. DONARSKI: I'll just stand up here so
8 that I'm not talking with my back to everybody.

9 I just have the updated copy of two
10 exhibits that were from last time. One of them
11 was from Karen Nerad, and she was -- did not
12 have a copy of a check. So I put the copy of
13 the check, along with those two items, on there.
14 It's on the third page.

15 And then another item was a printout when
16 Jim had -- was it Jim, when he had shown a
17 picture of some storm damage on his phone? So
18 they brought a printout of that picture that he
19 showed last week.

20 MR. WELBERS: Okay.

21 MS. DONARSKI: Okay. So I have the extra
22 terms and conditions for Ladd Solar 2 and Ladd
23 Solar 3, and they are identical, except one says
24 "Conditions for Ladd Solar 2" and one says "Ladd

1 Solar 3." Otherwise the contents are identical
2 on there.

3 So I can read it twice, if you would like,
4 but otherwise I'll just read once.

5 MR. WELBERS: I think once will do.

6 MS. DONARSKI: And I have copies for
7 everybody too.

8 MR. WELBERS: Okay.

9 MS. DONARSKI: So I'll hand those out.
10 That's 3 and 2. I think you have got two
11 of 2.

12 MR. WELBERS: Okay.

13 MS. DONARSKI: I think there might be two
14 of them there.

15 There's 2, and here's 2, and there's 2.

16 And you guys got 2 and 3, right?

17 Okay. This is our standard conditions for
18 Ladd Solar 2. Again, it will be the same for
19 Ladd Solar 3.

20 So, Number 1, The Conditional Uses,
21 including the placement of all components of the
22 proposed Ladd Solar 3, LLC, (LS3) electric
23 generating facility approved by Bureau County,
24 shall be constructed as set forth in the

1 applications filed with Bureau County on
2 June 20, 2024, and shall comply with all
3 requirements of the Bureau County Zoning
4 Ordinance.

5 2, All conservation practices, (such as
6 grassed waterways, filter strips, terraces,
7 grasslands) which are damaged by construction of
8 the proposed solar power facility, including but
9 not limited to access road construction,
10 underground transmission cable installation, and
11 heavy equipment shall be restored by the owner
12 of the solar power facility to their
13 pre-construction condition using original design
14 specifications and vegetative cover. Care
15 should be taken to try to maintain the integrity
16 of these practices for erosion control, flood
17 control, and water quality.

18 3, The owner of the solar power facility
19 shall implement erosion control standards for
20 all excavation activities to maintain water
21 quality and minimize erosion impacts.

22 4, The owner of the solar power facility
23 shall enter into a Road Use Agreement with the
24 governing road authority, unless the road

1 authority provides a written waiver of this
2 requirement.

3 5, The owner of the solar power facility
4 shall enter into a decommissioning plan with the
5 County to ensure that the facility is properly
6 decommissioned upon end of project life or
7 facility abandonment.

8 6, The solar power facility shall be in
9 compliance with all applicable County, state,
10 and federal regulatory standards (including
11 applicable building codes and electrical codes),
12 FAA requirements, EPA regulations (hazardous
13 waste, construction, stormwater, et cetera).

14 7, The location of all proposed access
15 points shall be identified and approved by the
16 governing road authority prior to the granting
17 of a building permit to accommodate road and/or
18 drainage improvements within the existing and/or
19 future right-of-way.

20 8, The Petitioner, Owner and/or Operator
21 of the solar power facility shall construct said
22 solar power facility in substantial accordance
23 with submitted Conditional Use Permit
24 applications and all accompanying documents.

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1 Nothing contained herein shall be deemed
2 to preclude the agricultural use of the balance
3 of the subject property not occupied by the
4 solar power facility. Said agricultural use
5 will be considered as being the principal use of
6 the subject property notwithstanding adoption of
7 a Conditional Use Ordinance and the construction
8 and operation of a solar power facility on a
9 given lot or parcel of land, at locations
10 approved by the Bureau County -- by Bureau
11 County -- excuse me -- by the County Board
12 pursuant to Conditional Use approval on a Site
13 Plan Map.

14 9, Solid Waste. All solid waste, whether
15 generated from supplies, equipment, parts,
16 packaging, or operation or maintenance of the
17 facility, including old parts and equipment,
18 shall be removed from the site immediately and
19 disposed of in accordance with all federal,
20 state and local laws.

21 10, The owner of the solar power facility
22 shall submit to the Bureau County Zoning
23 Enforcement Officer, the jurisdictional fire
24 district and the jurisdictional ambulance

1 service, a copy of the solar power facility's
2 site plan, Standard Operating Procedures and
3 Standard Operating Guidelines for the solar
4 power facility so that the local fire protection
5 district and rescue units that have jurisdiction
6 over the site may evaluate and coordinate their
7 emergency response plans with the owner and/or
8 operator of the solar power facility. In
9 addition, the owner of the solar power facility
10 shall provide training for, and the necessary
11 equipment to, local emergency response
12 authorities and their personnel so that they can
13 properly respond to a potential emergency at the
14 solar project. Nothing in this section shall
15 alleviate the need to comply with all other
16 applicable fire, life safety and/or emergency
17 response laws and regulations.

18 11, Additional Terms and Conditions.

19 A, Technical submissions as defined in the
20 Professional Engineering Practice Act of 1989
21 and contained in the application filed for
22 Conditional Use shall bear the seal of an
23 Illinois professional engineer for the relevant
24 discipline.

1 B, The Conditional Use Permit granted to
2 the Applicant shall bind and inure to the
3 benefit of the Applicant, its successors and
4 assigns. If any provision of this Ordinance is
5 held invalid, such invalidity shall not affect
6 any other provision of this Ordinance that can
7 be given effect without the invalid provision
8 and, to this end, the provisions in this
9 Ordinance are severable.

10 C, A violation of the terms and conditions
11 herein shall constitute a violation of the
12 Conditional Use granted herein and shall be
13 grounds for revocation of the Conditional Use by
14 the Zoning Enforcement Officer.

15 D, The owner of the solar power facility
16 shall supply written proof of an approved
17 entrance, from the appropriate governing road
18 authority to the Zoning Enforcement Officer
19 prior to the issuance of any building permits
20 for the proposed solar power facility.

21 E, The owner of the solar power facility
22 shall, at the owner's expense and in
23 coordination with the County, develop a system
24 for logging and investigating complaints related

1 to the solar power facility. The owner of the
2 solar power facility shall resolve such
3 complaints on a case-by-case basis and shall
4 provide written confirmation to the Bureau
5 County Zoning Office.

6 12, Floodplain Ordinance Compliance. All
7 parts of the solar power facility shall be in
8 compliance with all requirements of the Bureau
9 County Flood Damage Prevention Ordinance
10 (Floodplain Ordinance).

11 13, All components of the proposed solar
12 facility, including the perimeter fencing, shall
13 meet the setback requirements as stated in
14 Article 3.41-4 v.3 of the Bureau County Zoning
15 Ordinance.

16 Number 14, After the solar power facility
17 is completed and operational, the owner of the
18 solar power facility shall, at their expense,
19 hire a third party, qualified professional, to
20 complete a sound pressure analysis of the
21 existing conditions to demonstrate compliance
22 with Illinois Pollution Control Board
23 Regulations. This analysis will be completed
24 and returned to the Zoning Enforcement Officer

1 within 60 days. All analyses and studies are
2 subject to approval of the Zoning Enforcing
3 Officer and are a matter of public record.

4 Number 15, The owner of the solar power
5 facility shall follow the indemnification
6 requirements per Article 3.41-4 v. 24) of the
7 Bureau County Zoning Ordinance.

8 16) The owner of the solar power facility
9 shall, at their expense, plant, maintain and
10 manage vegetative screens to protect the view
11 shed at the following specified locations:

12 And in there I have a note: Need a
13 location or legal description for the location
14 of the screens.

15 The way -- the reason that I worded it
16 that way is that I had proposed that we would
17 say something per the agreements between the
18 Applicant and the landowners, and we cannot --
19 that's a private agreement between them and the
20 landowner, and so that would not be something
21 that we would enforce. That would be between
22 them and the landowner. So if they did not, you
23 know, hold themselves to that written agreement,
24 then they would settle that in private court and

1 that would not involve Bureau County.

2 So we will have to come up with a location
3 or a legal description for the location of the
4 screens. So that's something that has to be
5 done before a motion is made so that we can
6 figure out what you want to put on there.

7 MR. WELBERS: Before a motion is made?

8 MS. DONARSKI: And put this as a
9 stipulation of where that location would be.

10 MR. WELBERS: How will we know what that
11 is tonight?

12 MS. DONARSKI: Well, that's what I was --
13 that's what I was given. So we will have to
14 work on that.

15 MR. JACOBI: I have an idea. We can refer
16 to the exhibit as -- you know, "as demonstrated
17 on the exhibit that was entered into evidence."
18 So that would qualify as a location.

19 MS. DONARSKI: Right. We would just have
20 to know what that would be.

21 MR. JACOBI: Yeah. I forget the exhibit
22 number.

23 MS. DONARSKI: Or you can say "500 feet
24 along the north property line from the west line

1 to the east" or, you know, it would have to have
2 some kind of a measurement or a location or
3 something like that.

4 But we just can't refer that a private
5 agreement would be a stipulation. Because we
6 can't make people agree on anything, you know,
7 for a private agreement.

8 MR. JACOBI: I agree on that, but I think
9 the -- I was looking for the map. I think the
10 landscape plan -- couldn't we just say,
11 "Consistent with the landscape plan, attached as
12 Exhibit" blank, which has a, you know, map of
13 the --

14 MS. DONARSKI: Well, we'll have to look at
15 that. So we'll have to decide that when we get
16 to that.

17 MR. WELBERS: Okay. Is there anything
18 else?

19 MS. DONARSKI: That's all I got.

20 MR. WELBERS: The only other thing that
21 comes to mind was the agreement. If you're into
22 development, you have agreed to take care of the
23 access for --

24 MS. NEMETH: The Nerads.

1 MR. WELBERS: -- the Nerads?

2 MR. JACOBI: Yes.

3 MR. WELBERS: That wasn't necessarily part
4 of the stipulation.

5 MS. DONARSKI: Right.

6 MR. WELBERS: That's part of what was
7 agreed to.

8 MS. DONARSKI: That was their private
9 agreement between them and the Nerads, and they
10 asked for the bills and we provided them and
11 they provided it.

12 So that would be up to you to provide that
13 reimbursement to them, but we're not going to
14 put that as a stipulation because that's a
15 private agreement. But you --

16 MR. WELBERS: But it is in the record.

17 MS. DONARSKI: It is in the record, and
18 you agreed to it in the record as part of the --
19 of your case.

20 MR. JACOBI: Correct.

21 MS. DONARSKI: Okay.

22 MR. WELBERS: Is there anything else?

23 MS. DONARSKI: That's all I got.

24 MR. WELBERS: Anyone else have any

1 questions on what the Zoning Enforcement Officer
2 just presented?

3 (No verbal response.)

4 MR. WELBERS: I guess the only question is
5 how we specifically describe --

6 MS. DONARSKI: Well, we'll work on that,
7 but we have closing arguments and all of that.
8 And we have time to decide how to do that.
9 We'll look at that exhibit again and see if that
10 is sufficient or what we can come up with.

11 Thank you.

12 MR. WELBERS: Okay. Would you like to do
13 closing argument, or should I ask the others if
14 they want to do theirs first while you think
15 about that?

16 MR. JACOBI: I can go last, yeah.

17 MR. WELBERS: Because you might want to
18 think about that.

19 MR. JACOBI: That's a good idea. I'm
20 trying to find the landscape plan.

21 MR. WELBERS: Anyone have any objections
22 if he thinks about that and goes last? I mean,
23 by rights the Applicant went first, and so I
24 guess we can make him go first.

1 But what would everybody like to do?

2 MR. JACOBI: I think I would have an
3 opportunity to rebuttal anyways. So I'll just
4 waive the opening part of my closing and I'll
5 just reserve it all for --

6 MR. WELBERS: For your rebuttal.

7 MR. JACOBI: -- for the rebuttal part of
8 my closing. Because I think I get the last
9 word.

10 MS. DONARSKI: Can you tell me what that
11 exhibit was, what the number of it was?

12 MR. JACOBI: I was looking for if I marked
13 one.

14 MS. DONARSKI: Do you know if it was on 2
15 or 3?

16 MR. JACOBI: We did one for both.

17 MS. DONARSKI: Okay. I'll look through
18 all the exhibits here.

19 MR. WELBERS: Yes, sir?

20 MR. NERAD: I think he should go first. I
21 mean, that's the way it's been.

22 MR. WELBERS: The attorney has rebuttal.

23 MR. JACOBI: The Applicant will get the
24 last word, that's the rule. So I would normally

1 get the first word, and then they'll go, and
2 then I'll get the last word. I'm just saying,
3 to save time and because --

4 MR. WELBERS: We have a few minutes. If
5 they would like you to go first, and then you'll
6 have the last word too.

7 Do you want to work on that matter for a
8 little bit? We can take a few-minute break and
9 then you'll come up and begin your closing
10 arguments and have your last word, whatever you
11 would like to do. They'd like you to start the
12 close, and of course you do get the last word.

13 MR. JACOBI: Okay. I'll do the closing.

14 MS. DONARSKI: I have that --

15 MR. WELBERS: We'll wait until you're
16 ready.

17 MS. DONARSKI: 10 for Ladd Solar 2.

18 MR. JACOBI: 10 for 2. And then 3, I have
19 a copy of it. I don't know what number it is.

20 MS. DONARSKI: I'll look in the other.

21 MR. NOLL: I think Reuben has the
22 narrative that describes the screening that was
23 proposed to me.

24 MR. JACOBI: Yeah, we have got a copy of

1 it. I'm just trying to find the exhibit number
2 so we can reference it.

3 So it looks pretty similar, Kris. It's
4 got a cover letter and then a map in the back.
5 So that's the cover letter.

6 MS. DONARSKI: Okay. For the second one
7 it would be AP 7 for Ladd Solar 3.

8 MR. JACOBI: F, as in Frank?

9 MS. DONARSKI: AP, Applicant's, Exhibit
10 Number 7. We'll see what that looks like.

11 MS. NEMETH: And again, can you state your
12 name and address for the record, please.

13 MR. JACOBI: Will do. Ben Jacobi,
14 J-A-C-O-B-I, 150 North Riverside Plaza, Chicago,
15 Suite 3000, 60606.

16 Okay. Thank you, members of the Board.
17 You know, I took a look at your agendas for this
18 last month as I was trying to make sure I had
19 the time right and I saw you had a bunch of
20 stuff in October. You guys have been busy. You
21 have been here a lot. I know this is our fifth
22 night here.

23 So I appreciate the time you have spent on
24 our case and on other cases. As a former

1 attorney to ZBAs, I know that that takes a toll.
2 That's time away from your families, from your
3 dinners. So thank you, just in opening remarks,
4 and I mean that.

5 I opened two months ago by stating that
6 Ladd 2 and Ladd 3 -- which, by the way, just to
7 confirm for the record, I'm giving a closing for
8 both projects on our combined record. So I
9 don't have to repeat this twice.

10 So I opened two months ago by stating that
11 Ladd 2 and Ladd 3 both took great care to design
12 the projects to comply with the Solar Ordinance.
13 The applications were designed as a checklist.
14 You should have them. If you go through that
15 checklist, it lists each part of the Solar
16 Ordinance, and then it explains where and how
17 the projects comply with that part of your
18 Ordinance. It's a checklist. It's easy for us
19 to make sure that we are complying with the
20 Ordinance and it's a way for you to double-check
21 our work.

22 There's a number of project benefits,
23 which have been a little overshadowed in this
24 hearing, but I think it's worth repeating

1 briefly.

2 There's a number of property taxes.
3 Property taxes are increased, \$218,000 fair
4 market value, adjusted up for inflation, down
5 for depreciation, and then equalized. That's
6 usually about 10 to 11 times the property value
7 of an agricultural -- an agricultural plot.

8 Also the projects are, of course,
9 community solar. Members of the public can
10 participate, subscribe in them to get a discount
11 on their energy supply bills.

12 They create construction jobs.

13 They create domestic energy, which is
14 important to some people.

15 They are a divorce -- I'm sorry, diverse
16 income stream for the landowners who have been
17 here with us every night as well.

18 And they rejuvenate the soil. And we
19 provided some testimony on how they restore
20 nitrogen and carbon in the soil. And the root
21 system of the pollinator-friendly prairie grass
22 plants also assist with filtration.

23 So there's a number of benefits, and I
24 always want to make sure that we understand why

1 projects like this are built.

2 But the evidence presented in both
3 hearings from Reuben Grandon, Kelten Sharp and
4 Erin Bowen, who were with us from time to time,
5 demonstrated that these projects also comply
6 with the provisions of your Ordinance. And I
7 want to spend most of my time on that.

8 Our property valuation expert was Erin
9 Bowen, as you recall. We, as developers -- I,
10 as an attorney, Reuben as a developer, we have
11 to rely on experts. We're not trained in
12 property valuation.

13 The only person live at this hearing,
14 present, to testify on property valuation was
15 Erin Bowen. She's a certified general real
16 estate appraiser and a member of the Appraisal
17 Institute, MAI designation. It's the only
18 testimony that we heard from an expert on the
19 subject matter. And she concluded after her own
20 matched pair analysis, which is an analysis that
21 nobody in this room other than her is qualified
22 to do, she concluded after her matched pair
23 analysis that this site would not impact
24 negatively the property valuation.

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1 That was important to us. We did a site-
2 specific evaluation, and then we reinforced
3 Ms. Bowen's testimony with a submission of a
4 study from 2024 from Loyola University
5 demonstrating no negative impacts in the
6 property values near a solar facility. In fact,
7 it demonstrated positive movement on solar
8 values.

9 Now, I know that, you know, that this is
10 an instinctual concern, property value, from the
11 property owners. You know, people are concerned
12 about what's going in next door. I get that.

13 And that's why we rely on these experts on
14 these studies, to make sure we have done our due
15 diligence, to make sure everybody's protected.
16 If these showed values in a different direction,
17 this would be a different conversation. But
18 they just simply don't.

19 In 2024, is the most recent study that I
20 have ever seen on this. And as we heard from
21 members of the Interested Parties, the most
22 recent studies are often the most credible, and
23 I place a lot of weight on that. You know,
24 they're continuing to evaluate solar farms and

1 their impacts on property values.

2 This study also was done in the Midwest,
3 with which many of the other studies have not
4 been done so far. So this is all compelling
5 evidence to me that this project, in
6 particular -- projects generally, but this one
7 in particular won't negatively impact the
8 property values of neighboring landowners.

9 We also heard from Kelten Sharp, who was
10 our engineer. You recall him. He addressed
11 topics such as drainage, you know, that we won't
12 alter -- in fact, it's illegal for us to alter
13 the flow negatively for neighbors, and he
14 testified that this project will not.

15 He also testified about sound. We, of
16 course, have to comply with the Illinois
17 Pollution Control Board sound limits.

18 Glare, which, as he testified, is
19 negligible, based on his own personal experience
20 and also as an engineer in studying glare
21 studies and the makeup of the solar panels.

22 So Kelten did a very good job for us, I
23 think, of explaining how these panels work and
24 what they will look like, you know, in nature.

1 Then, of course, Reuben; you know, the
2 developer, many would say the star witness. He
3 explained the development cycle and his
4 outreach. His testimony was really important to
5 demonstrate just the steps that he took to try
6 to accommodate those concerns that were in --
7 that were expressed to him.

8 And in doing so, he agreed to the
9 landscaping plans that we were just discussing,
10 which are Exhibit 2 -- Exhibit 10, I'm sorry, in
11 Ladd 2; and Exhibit 7 in Ladd 3. So, you know,
12 he talked with the neighbors and agreed to those
13 landscaping plans, which included vegetative
14 screening for the Nerads and the Nolls.
15 Landscaping plans that they asked for and he
16 agreed to. They were entered into the record.

17 As discussed a moment ago, we would accept
18 a condition to the Special Use Permits that the
19 developer, that the project comply with those
20 landscaping plans specifically.

21 So where the condition had a bracket at
22 the end, we would suggest inserting, "Consistent
23 with the landscaping plans, Exhibit 10 in Ladd
24 2; Exhibit 7 in Ladd 3." We think that cures

1 that issue.

2 Reuben has also agreed to reimburse the
3 Nerads, as you noted, for the expenses incurred
4 for the construction of the new culvert, up to
5 \$3200 -- it was a little less than \$3200 -- if
6 the permit is approved and the construction
7 commences.

8 We would accept a condition to the Special
9 Use Permit in that regard as well -- and I know
10 there's been discussion as to whether you can
11 enforce a private agreement, but we would accept
12 a condition that says -- and I'll read from my
13 notes here -- "Within 30 calendar days of the
14 project commencing construction, owner of the
15 solar power facility shall reimburse the Nerads
16 in the amount of \$3,179.15, representing the
17 actual costs incurred by the Nerads in
18 installing the culvert on the Nerads' property."

19 So committed to it a hundred percent. We
20 think it's fair.

21 The record demonstrates that these
22 projects meet the Ordinance requirements, as I
23 said, and the LaSalle Factors, which are
24 Section 8.35 in the Zoning Ordinance. I'll talk

1 about that in a moment.

2 The only provision in the entire County
3 Ordinance for which the projects may need a
4 Variance is the one and a half mile setback to
5 the Village of Ladd. I say "may" because, as I
6 explained on night one, we think that the
7 setback is inconsistent with State law.

8 But subject to that objection, the
9 projects are trying to honor the County's Code,
10 trying to comply with it, by formally requesting
11 a setback in this venue. And we think that we
12 have met our burden on that.

13 I'll start by noting that the Village of
14 Ladd, on July 9th, 2024, voted to allow the
15 project. We have the minutes in the record, and
16 they stated, quote -- this is from July 9. They
17 stated, quote: The Council discussed in detail
18 all the pros and cons of the request from Ladd
19 Solar 2 and Ladd Solar 3 for locating a
20 commercial solar energy facility to generate
21 electric power on a portion of the subject
22 property.

23 This, by the way, is Exhibit 12.

24 The minutes also state, quote: The reason

1 the Village was included in this decision is
2 because the south side of the subject property
3 is as close as 2,660 feet from the corporate
4 boundary line of the Village of Ladd, end quote.

5 So I read this to note that the Village
6 was fully aware of the projects and their
7 location at the time that they made that vote.
8 There was a motion to report "no objection" to
9 the County, which carried unanimously, and they
10 sent that statement of "no objection" to the
11 County.

12 Ladd 2 and Ladd 3 relied on that, and
13 they're entitled to rely on that. That's only
14 fair. That's what was requested, and that's
15 what the Village of Ladd decided.

16 It was then later, on July 23rd, that the
17 Village voted to rescind the "no objection," and
18 the Village provided six reasons for that. And
19 Mayor Cattani answered questions posed by staff
20 and by Developer's Counsel. I wasn't here that
21 night, but my colleague, Sean Pluta, was.

22 Those reasons, they don't serve as a basis
23 to rescind the initial approval -- or the
24 initial vote, I should say, of "no objection"

1 and they do not serve as a basis to reject the
2 projects outright.

3 I'm going to address each of them one by
4 one. I did this in my opening, but now we have
5 the evidence in the record. I think this
6 exercise is worthwhile. It overlaps, in large
7 part, with the Interested Parties' testimony.
8 So I think this is time well spent and won't
9 take very long.

10 The first criticism that the Village noted
11 in its rescission of its "no objection" was, the
12 Village feels they were not provided enough
13 information to make an informed decision.

14 Mayor Cattani stated here on the record
15 that he had nothing to add to this reason. He
16 didn't testify what more information they
17 needed. And the minutes demonstrated from the
18 Village's first encounter that the Village
19 discussed, quote, in detail the project and then
20 voted.

21 So we haven't elicited anything in the
22 record here that would suggest that the Village
23 of Ladd was deprived of information or that they
24 needed more, additional information, and to the

1 extent they did, and it's been vetted here.

2 So number two, the Village had concerns
3 about health and welfare of the Village of Ladd
4 residents.

5 Fair enough. Mayor Cattani explained that
6 this was really a concern about chemical spill
7 after damage from a storm to which he believes
8 might encroach on the Village. There were also
9 concerns raised by testimony of Interested
10 Parties here about leaching in the event of a
11 damaged panel.

12 We heard testimony from Kelten Sharp and
13 from Reuben that the solar panels are very
14 sturdy; they're made of tempered glass; they can
15 withstand most major weather events, including
16 hail. Now, they're not indestructible. And we
17 saw a picture entered last time of a solar farm
18 that had a tornado go through it. You know,
19 that is an act of God. It's unusual.

20 When it does happen, when a tornado goes
21 through a solar farm, it will cause damage. I'm
22 not going to sit here and tell you that it
23 won't. We have insurance that covers that, that
24 covers that damage.

1 But the panels themselves are not made of
2 hazardous material. And if there's damage, even
3 if there's broken panels, it won't leach.
4 That's important, and that's responsive to
5 Ladd's concerns.

6 In fact, the project is committed -- has
7 committed here time and time again, over and
8 over, this was a number one thing raised, as far
9 as I could tell, that it will be procuring
10 silicon-based panels and not cadmium-based
11 panels. That's very important to the residents.
12 It's important to us.

13 So, you know, Mr. Pratt contended, Well,
14 how do you know? How does the company know that
15 the panels it procures are what the supplier
16 says that they are? And here's the truth. The
17 County can condition the permit on non-cadmium-
18 based panels, and we would accept that
19 condition.

20 And if that condition exists -- and it's a
21 representation we have made on the record, so
22 you don't really need it. But based on that
23 representation of the condition, we cannot use
24 cadmium-based panels. Can't use them. If we

1 do, we're subject to the permit being revoked.
2 That's a risk the company won't take. It will
3 make sure that it deals with reputable vendors
4 to protect against that risk. Just, it's not
5 worth it.

6 The third thing Ladd said, the Village of
7 Ladd, noted in its letter was there are unknown
8 environmental impacts. Mayor Cattani testified
9 that this was a concern, about soil. As Kelten
10 Sharp explained, there's no risk to the soil,
11 there's no hazardous materials, silicon-based
12 panels.

13 In fact, the project laying fallow will
14 improve the vitality of its soil, as I noted in
15 the beginning, by increasing nitrogen and carbon
16 deposits and assisting with water filtration
17 that will improve with the root system of the
18 pollinator-friendly and native prairie grass
19 seed mix that the project intends to use.

20 Fourth, the Village is not comfortable
21 with the panels a half mile from Ladd corporate
22 village limits, which is an industrial
23 development area in Ladd.

24 Mayor Cattani clarified this reason in

1 that the Village plans to extend its industrial
2 development north of Ladd. But he couldn't
3 point to any actual plans, he couldn't point to
4 developers who had approached the Village to
5 expand industrially north of the Village.

6 At the August 13th, 2024, Village Board
7 meeting, the minutes reflect that the following
8 exchange occurred: Dave Flaherty raised his
9 hand and Attorney Barry asked him if he had a
10 question. Dave stated that the Village is a
11 fast-growing community for a small town and he
12 seems to think that most of our area for
13 expansion is going north of town. Attorney
14 Barry told him that the development, if any,
15 will be more at the south end of town, towards
16 the interstate.

17 I took that from the minutes.

18 But it makes sense, especially for
19 industrial. The Village isn't going to want
20 trucks going to and from a manufacturing
21 facility or an industrial facility north of town
22 to the interstate. It would be going right
23 through the village of Ladd's main street.

24 The Village, and developers, too, I should

1 say, are going to want that industrial
2 development closer to the interstate, on the
3 south end, which is consistent with the Village
4 attorney's comments. So the solar development
5 going north of town isn't going to interfere
6 with industrial development that's going to end
7 up south of town most likely.

8 Five, the Village of Ladd said there are
9 concerns with the pile-driving to erect the
10 racks that hold the solar panels, since Ladd is
11 located over the Illinois Third Vein Coal
12 Company mine shafts.

13 Mayor Cattani admitted that he could not
14 verify impacts to mines. We had our own
15 consultant review this. I mentioned in my
16 opening that this is important. We can't build
17 a solar farm over abandoned mine shafts or
18 mines. There are no mines under this property.
19 If we discover them later, the deal is going to
20 be off. So this seems like a nonissue, but it
21 was important to Ladd, and it's been studied.

22 Six, and finally, the Village of Ladd had
23 concerns of electromagnetic fields elevating the
24 risk of fire.

1 Mayor Cattani was concerned about whether
2 the fire department is equipped to handle fire
3 at the facility. The project has testified that
4 it reached out to Chief Liebe, and he did not
5 voice any concern over the project. So we have
6 done our due diligence there.

7 We have also provided literature at the
8 last hearing demonstrating that EMF from a solar
9 array is negligible -- there's no risk of it
10 causing fire. But even as a risk to humans,
11 it's negligible, no more than your microwave.
12 There's nothing to suggest any fire risk. And
13 it's nothing at the property lines.

14 So those were the six concerns that the
15 Village of Ladd had. You know, we saw the
16 letter before the hearing and spent a lot of
17 time developing the evidence in response to
18 those concerns. That was important to us. I
19 understand it's important to Ladd.

20 We do understand that people have
21 concerns, and these public hearings are an
22 opportunity for people and villages to voice
23 their concerns, ask questions. They are an
24 opportunity for developers and landowners to

1 make adjustments and respond to those concerns.

2 That's exactly what's happened here. The
3 developer has done everything in its power,
4 Reuben has done everything in his power, to
5 express concerns. He's called neighbors. He's
6 called the Village. He's attended Village
7 meetings.

8 The project has made adjustments. It's
9 agreed to the landscaping plan. It's agreed to
10 the culvert. It's answered all the questions.
11 We even teased up some protective conditions,
12 such as the prohibition on cadmium-based solar
13 panels.

14 The process has worked. The projects meet
15 the requirements of the Solar Ordinance and the
16 State law, and it's better now because of the
17 hearing. That's the whole point, really.

18 I should also say that the project meets
19 the factors in Section 8.35 of the Ordinance,
20 sort of traditionally the LaSalle Factors but
21 they're not called that in your Ordinance but
22 that's what they look like.

23 We explained them in narrative form in
24 some detail in the application. I'm not going

1 to go over them again here, but we'll just
2 incorporate by reference our written responses
3 to those factors for the sake of time. If you
4 need me to, I'm happy to address them, but I
5 think we addressed them in detail in the
6 application.

7 So that brings us to the ask, our request
8 of the ZBA and ultimately of the County. Of the
9 ZBA, of course we have two projects, Ladd 2 and
10 Ladd 3. Each of them are requesting a Variance
11 from the setback to the Village of Cherry and to
12 the Village of Ladd. And each of them are
13 requesting a Special Use Permit to construct and
14 operate the solar project as presented, subject
15 to the conditions that were read earlier.

16 We have had this combined hearing. Just
17 procedurally, I want to note that we -- for the
18 purpose of voting, we need to separate the
19 projects back out, and then we need to vote on
20 the Variance and a separate vote on the Special
21 Use Permit. So for Ladd 2, vote on the
22 Variances, and on Ladd 2, vote on the Special
23 Use Permit; then on Ladd 3, vote on the
24 Variances and then vote on the Special Use

1 Permit.

2 We hope we have earned your vote. We take
3 this very seriously. We take the comments of
4 the members of the public very seriously. I
5 know that they're entitled to speak as well.
6 I'll be listening very carefully, and if we have
7 a response or rebuttal or comments at the end,
8 I'll reserve some time for that.

9 But thank you again for your attention to
10 everybody to the Board.

11 MR. WELBERS: So now we go to who else
12 would like to make a closing argument?

13 Frank, would you like to speak?

14 MR. CATTANI: Frank Cattani, Village of
15 Ladd President.

16 MS. NEMETH: Spell Cattani for me.

17 MR. CATTANI: C-A-T-T-A-N-I.

18 MS. NEMETH: And your address again,
19 Mayor?

20 MR. CATTANI: Pardon me?

21 MS. NEMETH: Your address again?

22 MR. CATTANI: 303 Eastern Avenue, Ladd,
23 Illinois, 61329.

24 MS. NEMETH: Thank you.

1 MR. CATTANI: Again, I'm here representing
2 the council of the Village of Ladd on their vote
3 to rescind this project.

4 As far as expansion into an industrial
5 area north, we do have a railroad line that's
6 right there. And probably about 12, 14 years
7 ago we did have a company interested in that
8 area for shipping of product by rail.

9 If you have been east of Ladd at all,
10 about a mile, you'll see the huge fracking sand
11 distribution area where it's developed into a
12 huge area.

13 This area would be readily accessible for
14 the rail, and I think it's one of our selling
15 points in Ladd. That's about all I got.

16 MR. WELBERS: So to summarize, the
17 position of Ladd remains the same?

18 MR. CATTANI: Uh-huh.

19 MR. WELBERS: You prefer the Zoning
20 Ordinance enforces as it is written?

21 MR. CATTANI: Yes.

22 MR. WELBERS: No Variation of it?

23 MR. CATTANI: Yes, we do. I mean, it's
24 within a half a mile of Ladd.

1 MR. WELBERS: These are closing arguments,
2 so you're not subject to questions. So you are
3 good.

4 MR. CATTANI: Okay. Thank you.

5 MR. WELBERS: Are you next, Tim?

6 MR. PRATT: I am.

7 Tim Pratt, 32267 - 1800 North Avenue,
8 Arlington, Illinois, 61312.

9 MS. NEMETH: I don't have it memorized.

10 MR. PRATT: I didn't know if you needed it
11 or not. Is that everything you need?

12 MS. NEMETH: Uh-huh.

13 MR. PRATT: All right. Well, ladies and
14 gentlemen of the Board, I, too, thank you for
15 your time. It has been a much longer process
16 than I think I anticipated. Of course, it's my
17 first time, so I didn't know what to expect. So
18 I have learned a lot.

19 But I do want to say that those of us in
20 opposition here, too, we do take this very
21 seriously also. And I have to admit, you know,
22 when the idea of renewable energy comes up, you
23 know, there's a -- it's an interesting concept.

24 And I think if renewable energy could

1 actually pay for its own way, without government
2 subsidies and without causing problems for home
3 owners nearby, it might actually be viable.

4 However, I do not feel that's the case.

5 Here in the state of Illinois there's been
6 a push to become a leader in the renewable
7 energy revolution. And now, well, now we find
8 ourselves here, because we are vulnerable to the
9 whims of the solar developers. They have no
10 ties to the community. They have very little in
11 the way of rules to reign them in or even where
12 their developments are going to be located.

13 And these placements of the developments
14 can be as close as 16.66 yards from a
15 homeowner's property lines. Solar developers
16 have no regard for the community, and they have
17 no regard for the neighbors who will be living
18 next to these facilities. Sure, they offer some
19 vegetation and some culverts, but those are of
20 their own making; those are problems that they
21 make by putting these developments up.

22 Placements of these facilities less than
23 17 yards away from property lines will cause a
24 great loss of the scenic views that homeowners

1 are accustomed to, and the proposed security
2 fencing will make these facilities seem exactly
3 like what they are: industrial complexes placed
4 in our backyards.

5 When it comes to property values, let's be
6 honest, since so many people feel that solar
7 farms are not aesthetically pleasing, they will
8 decrease the value of the properties around
9 them. They just will. Many studies show
10 declines in the value as much as 30 percent when
11 the property is adjacent to a solar facility,
12 and 6 to 7 percent declines are common for homes
13 that are a half mile away.

14 You know, the experts that Ben refers to
15 are paid by the solar industry. The report that
16 he turned in from Loyola, if you dig into that
17 report just a little bit, you find out that
18 report was sponsored by solar industry, that the
19 people that put the report together are actually
20 also sponsored by and work for the solar
21 industry.

22 Since, you know -- as a lifelong Bureau
23 County resident, I am convinced home values in
24 close proximity to solar facilities are going to

1 fall no matter what the experts say. Again, the
2 experts we have heard from, from GreenKey, are
3 paid experts and they're paid by GreenKey. They
4 are either paid by or sponsored by GreenKey or
5 the solar industry in some way.

6 They want to say there's no decline in
7 property values, but because they are sponsored
8 by the solar industry their evaluations are
9 misleading at best. Because when a rural home
10 goes up for sale, there's a certain small group
11 of people that are interested in buying that
12 home. And when they find out that home comes
13 with a large solar power plant surrounded by
14 industrial-style fence located near its property
15 line, that pool of buyers becomes much smaller.
16 Because, again, people don't want to live by
17 these.

18 You know, nearby properties are going to
19 decline in value, but the developers certainly
20 do not care about that. And we, as residents in
21 Bureau County, we work hard to build up equity
22 in our homes and in our property. And now we
23 may lose as much as 30 percent of the value in
24 our properties, to no fault of our own, just

1 because we're there and a solar farm is going to
2 be put in close proximity.

3 Most appraisal studies discussing home
4 values near these facilities also bring up a
5 couple of recommendations. There's problems
6 with glare and the negative visual effect of the
7 facility, and those are problems from nearby
8 homeowners. And those studies that are
9 discussing those give some recommendations.

10 One of them is simply to just increase
11 your distance from the solar farm. That's fine
12 if you're looking to buy a house; distance isn't
13 a problem then. But for those of us that live
14 in the area and have for 20, 30, 40 years, we
15 can't just pick up our homes and move them. So
16 that's not really doable.

17 The second recommendation is vegetative
18 screening. These studies say vegetative
19 screening should be utilized to help hide the
20 facility from the owner of the site and to
21 reduce glare. The use of vegetative screening
22 can help property values somewhat and cut down
23 problems caused by glare from the panels. Now,
24 again, it doesn't fix the problem but it

1 certainly helps. It helps it drastically.

2 When we talk about Ladd Solar 2 and 3, and
3 we brought this up in testimony before, to the
4 north and the west of this proposed area there
5 are four homes within a half mile distance,
6 north -- going west, northwest and north. The
7 view of that proposed facility that GreenKey
8 wants to place there will have an impact on our
9 quality of life. And those four homeowners, as
10 they have a direct line of sight to the proposed
11 facility, are going to have that looking in
12 their face every day whenever they walk in their
13 front yard or drive by it.

14 Because of that, I have inquired to local
15 nurseries, and I have been told that either
16 North Pole or Emerald Green plantings would make
17 a very good low-maintenance screening for the
18 purpose of screening this facility.

19 Since September 10th, which now is seven
20 weeks ago, I have sent Reuben a total of eight
21 emails. And we played phone tag a little bit,
22 but there was six phone calls also. So eight
23 emails and six phone calls. I asked for
24 vegetative screening on the northwest side of

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In Totidem Verbis, LLC (ITV)

1 the proposed facility using either the North
2 Pole or Emerald Green plantings. So far,
3 GreenKey has denied my screening request.

4 And because of that, after the last Zoning
5 Board of Appeals meeting on November 15th, I
6 sent one more email to Reuben, asking him to
7 please appeal to GreenKey one more time for me
8 regarding the placement of screening to the
9 north and west of the proposed solar facility.

10 This time, instead of asking for complete
11 screening on the north and west side, I asked
12 for much less on the west side. There would be,
13 you know, 2500 feet on the west side that I
14 originally would have been asking for. Now I'm
15 asking for 500 feet on that side. The screening
16 would be about 820 feet along 1800 North Avenue
17 and then 500 feet from 1800 North Avenue going
18 south.

19 That type of screening, I feel, and those
20 of us that, you know, I have talked to that live
21 in that area, it would certainly help screen
22 that project for the four homes that are within
23 the half mile to the north and west of the
24 project.

1 I never heard back from that request. So
2 I guess, because I didn't hear back from that
3 request, and GreenKey has repeatedly denied my
4 request for screening, I am now respectively
5 asking the Zoning Board of Appeals for a
6 stipulation to require vegetative screening
7 surrounding the facility as spelled out in
8 Illinois General Assembly under the County's
9 Code 55 ILCS 5/5-12020 Section 5(L) talks about:
10 A county may require vegetative screening
11 surrounding a commercial wind energy facility or
12 a commercial solar energy facility.

13 Because I have not been able to get any
14 satisfaction, even when I have tried, I have
15 sent an email that specified a screenshot,
16 showed where I felt the screening would be
17 beneficial, and I have looked up and found out
18 the type of screening that local nurseries
19 recommend, I don't know what else to do except
20 ask the Zoning Board of Appeals to stipulate
21 that for me.

22 And next, I do want to respectfully remind
23 the Zoning Board of Appeals that the Bureau
24 County Zoning Ordinance, as amended on May 9th

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In Totidem Verbis, LLC (ITV)

1 of 2023, requires a commercial solar energy
2 facility to be set back one and a half miles
3 from a municipality's corporate boundary lines.

4 In this case, the application for this
5 facility is -- the distance between the south
6 edge of the proposed facility is only a half a
7 mile from Ladd's northern corporate boundary
8 lines.

9 Now, Ben, you like speaking for the
10 Village of Ladd, it seems. I don't know for
11 sure what the Village of Ladd's plans are, but
12 you seem to. Maybe they consider putting homes
13 up there, and because you think it would be
14 better to have the industrial south, but that's
15 up to them. They have said that they do not
16 want it within a half a mile. They -- what I
17 have been told is, they have decided it's not in
18 their best interest to have this facility within
19 that half mile. They want it to stay a mile and
20 a half away.

21 Now, in conclusion, I spent some time just
22 today kind of reflecting a little bit on the
23 last couple months that we have been meeting and
24 getting together and talking about this. And

1 well, you know, I think we have a real
2 disconnect here between the rural homeowners and
3 solar developers or renewable energy developers
4 in general. I think that we don't really see
5 eye to eye on a few things. The homeowners see
6 the beauty of the surrounding fields, while the
7 developers only see open areas, areas that they
8 feel they can exploit for their own uses.

9 People that live in cities, including
10 developers, just do not understand the rural
11 community or its character. We live where we do
12 because we enjoy the wide open spaces, we like
13 having scenic views extending far out to the
14 horizon, and most of us never do close our
15 curtains because doing so is going to block our
16 views.

17 And in the city, and I have been in the
18 city, sometimes these houses are kind of shoved
19 in there real close together. I can see where a
20 distance of 16.6 yards might seem like a long
21 distance in Chicago or some major cities. But
22 in the country, where we live, the -- you know,
23 a mile is just right next door.

24 And I'm here to say that we don't want our

1 next door to be an eyesore that a solar facility
2 is going to cause us. Rural Illinoisans should
3 not have to sacrifice our way of life, our
4 lifestyle or our character so that green energy
5 companies can get rich off us. We don't know
6 what the health concerns might be from a solar
7 farm over the next 40 years. 40 years is a long
8 time to have this in our backyard. We don't
9 like the way they look. We're concerned about
10 how they might impact property values. We
11 oppose the siting, not only because of the
12 distraction to our quality of life, but also
13 because of the safety, health, welfare and
14 financial wellbeing of this community.

15 Because of that, I appeal to the Bureau
16 County Zoning Board of Appeals. I appeal to
17 them to please deny this application.

18 MR. WELBERS: Thank you, Tim.

19 Did Tim speak for you, Sue?

20 MS. PRATT: Yes.

21 MR. WELBERS: Karen, you're next.

22 MS. NERAD: Karen Nerad, 17867 Illinois
23 Highway 89, Arlington, Illinois, 61312.

24 Ladies and gentlemen of the Board, thank

1 you for hearing us out on this. And I'm going
2 to repeat some of the stuff that I have already
3 said in my testimony because I'm trying to prove
4 a point here.

5 We purchased our home 20 years ago. We
6 just finally paid it off. All the hard work we
7 have done, making double payments, everything
8 else, I don't think it's fair for somebody to
9 come in and put this right practically in our
10 backyard that we can look out and see this.

11 You know, we moved to the country to get
12 away from the town life. We didn't want to be
13 in the town life. You know, this has been our
14 tranquility. I'm out there every day, every
15 morning, sunrises, sunsets, taking pictures,
16 everything. Now that opportunity wants to be
17 taken away from us.

18 We oppose the solar farm for many reasons.
19 Like I said, we have three and a half acres of
20 tillable farmland north of our house. Well, I
21 have still spoken to several farmers again.
22 Nobody wants to touch this and farm it. They
23 don't want to be next to a solar farm. So
24 that's loss of income right there for me.

1 I get it. You want to pay for the
2 culvert. That's great. If we lose, I
3 appreciate that. We put it in just to see if we
4 could get a farmer on our own to have our own
5 access. I can't get nobody. Nobody. Nobody
6 wants to touch it. And I have contacted several
7 farmers.

8 So like I said, we're losing income from
9 this land that will be sitting empty. Not only
10 have we lost income from an empty field, I still
11 say we will lose value of our home and property
12 from a solar farm to be put in if approved.

13 I cannot get any realtors or any
14 appraisers to come out because they have all --
15 you know, to appraise our land, anything,
16 because they have all said it's all too new to
17 Illinois. So right there, you know, there's
18 another loss. I look at it as a loss.

19 Because if this is approved, you know, I
20 don't want to stay there and look at the solar
21 farm. I can't even get a buyer to come in. And
22 if I do get a buyer, it might be somebody young
23 that doesn't care that -- you know, they don't
24 care to look at a solar farm. And right there,

1 I'm afraid, it's going to be more loss of
2 income.

3 Like I said, we made double payments on
4 this for 20 years and -- we're not just a farmer
5 that can sit there and make money off their
6 fields and everything else. We are working
7 class people, like everybody else.

8 My next concern is that the solar farm is
9 only going to be 27 yards from our barn. I
10 mean, you look out, it's not that far. 27
11 yards.

12 And you say fires don't happen. Act of
13 God, a fire can happen anywhere. I mean, it
14 doesn't matter. It just takes -- look at the
15 fields we have had this year, all the fires we
16 have had. You know, I mean, no rain, anything
17 can happen.

18 And the three main causes, like I said
19 before, is the installed connectors, cable
20 chafing from wind and panel movement, causing a
21 short circuit, and failure of one of the solar
22 inverter components, like a breaker, capacitor,
23 transformer. All's it takes is one time, one
24 time, anything can happen.

1 And like I said before, with the winds we
2 get out there, it's right there. We are on the
3 Ladd Fire Department District. And as Mayor
4 Frank Cattani has stated, that this fire
5 department only has two volunteers, which then
6 would require backup from other fire
7 departments.

8 By the time a fire department gets there,
9 with the wind, you know, that can go like that.
10 I mean, my husband's got his, you know, workshop
11 in there. I mean, there's money in that barn,
12 let alone, I mean, thousands and thousands of
13 dollars. He's a woodworker. You know, and like
14 you said, you guys carry insurance. But I don't
15 think you know the value -- maybe I'm second-
16 guessing this, but I don't think you know the
17 value of what is in that barn, let alone the
18 size of that barn and everything.

19 We just got done putting gables on it on
20 both sides, and that was a good couple thousand
21 dollars. You know, but the rest is all wood
22 still, okay.

23 And like I said, because of the drought we
24 are in and with the winds that normally come out

1 of the west, our barn and our three and a half
2 acres of land is there. Then if it's not un --
3 or if it's uncontrollable, you have got our
4 house. And then guess what's next, directly
5 downstream? The Ladd Elevator. If this cannot
6 be contained. I don't think anybody would want
7 that.

8 My last statements in my testimony, I said
9 we have already had a tornado there in 2015. It
10 took down Gillans' pole barn. The winds, I have
11 had people from Cherry, Illinois, call me and
12 tell me that they could see the things just
13 swirling in the air from the tornado. Which
14 people were finding stuff up in Cherry on their
15 property from our farm, a mile and a half away.

16 So along with the damage to our house and
17 the yard from the tornado, with these solar
18 panels only 27 yards away from our barn, what
19 will it do with the wind and hail that hit them?
20 I'm sure they will all be in my yard.

21 You say that these things -- quote me if I
22 am wrong, that they're made out of glass. The
23 solar panels, glass does break and glass does
24 cause glare.

1 I'm going down the road the other day with
2 a cell phone in my hand, and the sun hit it, I
3 could not see. So you can't sit there and say
4 that there's no glare -- or not going to be any
5 kind of glare, because there's going to be,
6 somewhat, somehow, some way. I truly believe
7 it.

8 Between us, the Nolls, Dunseths, the
9 Pratts, we're going to have a visual eyesore if
10 this is approved. We would be able to see these
11 panels from our house in every direction except
12 to the east if these solar panels are approved.
13 I don't think anyone would want this in their
14 yard for a visual.

15 Once again, I brought up, we went down to
16 the Putnam County site. I don't care what your
17 engineer said. The noise level -- I didn't
18 doctor my phone. I didn't do anything. I
19 played it from the distance of what I pointed
20 out. That noise was there.

21 And for him to say that it sounds like the
22 sound of a dishwasher, I don't believe it. I
23 have got it on my phone. I played it for
24 evidence. I turned it in as evidence. You

1 know, I don't think I want to listen to that
2 24/7.

3 Like I said before, besides my husband and
4 I, these other families that it's going to
5 affect have been here longer than us. Some of
6 us have been here over 30, 40 and 50 years that
7 have lived by our farm. They have worked their
8 whole lives, and we have all raised our families
9 here. These are our homes. And we have all
10 paid our homes and farms off. And we are all on
11 fixed incomes now, in our later lives -- or
12 later years of our lives.

13 Just to hear that someone wants to put up
14 a 68-acre solar farm with 27,000 solar panels,
15 which no one wants for a view in the country, we
16 just can't all pick up and leave our homes to
17 start all over again at our ages.

18 I just -- like I said, I just can't
19 understand how one man's decision can adversely
20 affect so many lives. As I stand here today,
21 before you with all my fellow neighbors, I'm
22 asking the Board to please take our concerns
23 into consideration. Thank you.

24 MR. WELBERS: Tim, do you have anything

1 you intend to say?

2 MR. NERAD: (Shakes head.)

3 MR. WELBERS: Karen's taken care of it?

4 MR. NERAD: (Nods head.)

5 MR. WELBERS: Jim, you're next.

6 MR. DUNSETH: James Dunseth. I live at
7 32555 - 1800 North Avenue, Arlington, Illinois,
8 61312.

9 Ladies and gentlemen of the Board, I have
10 lived in my home since 1969. I am just not in
11 favor of getting up every morning and looking
12 out the window at a solar farm.

13 You say it's got a lot of benefits, sir.
14 Okay. So does a cornfield and a bean field. It
15 puts oxygen in the air, takes the bad stuff out
16 of the air. Your solar panels aren't going to
17 do that. So therefore, I am not in favor of
18 this, along with my fellow neighbors.

19 And also over time your vegetation that
20 you are going to plant there if this gets
21 approved is still not going to clean it up, and
22 we're also taking prime farm ground out of
23 service.

24 Illinois is one of the leading producers

1 of crops. Okay. We keep putting all these
2 solar farms in. Who's going to feed the people?
3 You're going to have energy out there, but
4 you're not going to have food for the people.
5 You're going to have energy out there, but
6 you're not going to have clean air to breathe
7 because we're cutting down forests, we're doing
8 away with cropland.

9 That's all I have to say. Thank you for
10 your attention, and I wish you would hear us out
11 and not approve this. Thank you.

12 MR. WELBERS: Chris, you're next.

13 MR. NOLL: Chris Noll, 17594 Illinois
14 Highway 89, Arlington, Illinois, 61312.

15 During these hearings you have heard
16 testimony and received evidence concerning the
17 objections to the proposed solar facilities Ladd
18 2 and 3. Those objections include detraction to
19 our quality of life, safety, health, welfare and
20 financial reasons.

21 You also heard the Village of Ladd's
22 refusal to grant a siting Variance in order to
23 protect the best interest of its residents and
24 the long-term growth of the Village. Several

1 residents have testified that the siting would
2 unfavorably alter the character of the rural
3 environment and diminish the agrarian views that
4 now exist.

5 This is a detraction to our quality of
6 life and a visual impairment. Both of these
7 will have unfavorable impacts to the residents'
8 emotional wellbeing and to the property values
9 of their homes.

10 You have been provided documentation from
11 four experts on the topic of solar panel glare.
12 Each of the experts caution that the antiglare
13 coatings and the antiglare panels are not
14 completely glare free. There will be glare.
15 The experts further warn that glare can extend
16 to residences and roadways within six-tenths of
17 a mile of the site, creating a nuisance at best
18 and a hazard at worst to residents and traffic
19 within that range. Each expert advised that
20 using distance, positioning and screening to
21 mitigate the glare.

22 GreenKey has offered only partial
23 screening to the two parties adjacent to the
24 site. That's my home and the Nerads' property.

1 That partial screening will not be effective
2 until it matures several years from now. It
3 also leaves a portion of Route 89 and other
4 surrounding residents unscreened and exposed to
5 the glare.

6 I remind the Board that the State law
7 allows the County to require complete screening
8 of the site, and recommend that if you do not
9 deny this siting that you require complete
10 screening for safety and welfare reasons.

11 GreenKey's only response when I testified
12 to these facts was that one of their contract
13 employees has panels installed on his garage and
14 didn't experience any glare. However, when
15 questioned, it was determined that the direction
16 and the height of those panels was not at all
17 comparable to this proposed siting.

18 You have been provided a University of
19 Maryland paper, also in coordination with the
20 University of Arizona, Wisconsin and Nevada,
21 that supercedes prior studies and indicates that
22 solar arrays produce heat. The effect of a
23 large array is a heat island that can cause the
24 temperature around the array to increase by as

1 much as 5 to 7 degrees. That heat will be
2 pushed toward the adjacent residence, my home
3 and the Nerads', by the prevailing west winds,
4 causing a further decrease in our quality of
5 life.

6 The attorney tried to offer something
7 during my testimony of heat islands, but that is
8 one of the studies that was superceded by the
9 study that I provided.

10 You have been provided comments from two
11 internationally respected health agencies, the
12 World Health Organization and the National
13 Institute of Health, as well as two
14 international consortiums of doctors and
15 scientists, that warn of the cumulative effect
16 of the long-term exposure to weak
17 electromagnetic fields.

18 Although a solar panel by itself may not
19 cause immediate harm, the 27,000 panels in this
20 proposed siting will add to the cumulative
21 harmful health effect of EMF to which we are
22 already exposed.

23 You have heard testimony concerning the
24 flow of surface stormwater runoff and springtime

1 flooding on this site, as well as the fields on
2 the eastern side of Route 89. This proposed
3 siting increases the risk that the flow could be
4 impeded, resulting in significant harm to my
5 home and flooding to Route 89 at the Ladd
6 Elevator.

7 Additionally, improper control of this
8 flow through the site could harm the area
9 watershed and water table with sediment and
10 pollution, as demonstrated by the recent EPA
11 fines to a solar facility developer in two
12 Illinois counties.

13 You have heard testimony about four
14 property valuation studies. Two of the studies
15 were used by GreenKey to justify negligible
16 property devaluation in the Cherry sitings.
17 Each was presented by referencing an overall
18 blended average of all the sites in the studies.
19 However, in looking at the details, you get a
20 much different picture.

21 Lawrence Berkeley National Laboratory was
22 used to cite a 2.3 percent valuation reduction
23 for residences. However, the detail of the
24 study shows that, for the more comparable rural

1 areas, a much steeper 5 to 6 percent decline of
2 property values was experienced.

3 The University of Rhode Island study was
4 cited by GreenKey as an overall 1.7 percent
5 decline to property value. However, the detail
6 of the study indicates that homes within a tenth
7 of a mile of the solar site experienced a
8 7 percent decline of property value.

9 A third study was presented during these
10 hearings by CohnReznick. The report purports to
11 be a neutral study, showing no decline to
12 property values due to the proximity to a solar
13 facility. However, from Mr. Pratt's testimony,
14 we found out that CohnReznick is not
15 independent. They, in fact, do a substantial
16 amount of business with the solar industry,
17 including financing, property valuations and tax
18 advising.

19 The quotes that were used in that study
20 also were found to be incomplete and conflicting
21 when Mr. Pratt called those assessors to confirm
22 the quotes. And that the properties shown as
23 examples in that study were not at all
24 comparable to the siting. The vast majority of

1 those ten samples were at greater distance from
2 the solar facilities and were fully screened by
3 mature vegetation growth or buildings.

4 Also, as a fine point, the study did not
5 address this specific site and the impact on the
6 property in Bureau County. It talked about only
7 those selected ten properties that were included
8 in the study that aren't comparable to Bureau
9 County.

10 A fourth allegedly independent study was
11 slipped into the testimony based on the Loyola
12 study authored by Mr. Hao and Mr. Michaud,
13 suggesting that solar sites add property value.
14 This study is probably the least credible of the
15 four. The study is published on behalf of the
16 International Solar Alliance, which is an
17 advocate of solar energy. So it is not
18 independent. The authors are not independent.
19 Mr. Hao actually works for a solar development
20 company, and Mr. Michaud works off of government
21 grants and sponsored research for the solar
22 industry.

23 And the most egregious fault of the study
24 is that it uses the Zillow data, using

1 Zestimate, as the property valuation. Zillow's
2 own site warns that their data is limited in
3 accuracy. Zillow's own statistics acknowledge a
4 20 to 60 percent error range on estimated values
5 on that site. Any conclusions derived from this
6 study are obviously invalid.

7 The realistic best-case result of the four
8 studies is that residences within half a mile of
9 the proposed site, including the outskirts of
10 Ladd, would experience at least a 5 to 7 percent
11 property value devaluation.

12 You were also provided newspaper quotes
13 from State legislators and property experts,
14 including a Ms. McGarr, who is a former
15 CohnReznick executive, who all emphasize the
16 importance of community relations, distancing,
17 screening, and water management as crucial to
18 maintaining property values.

19 You have heard testimony from the mayor of
20 Ladd, Mr. Cattani, and one of the Village Board
21 members, Mr. Ruggerio, that the Village, by a
22 unanimous vote, does not agree to the Variance
23 to their one and a half mile setback, nor does
24 the Village wish for this siting to be approved

1 within the setback zone.

2 I was at the Village meeting when the
3 attorney made the comment about south of Ladd,
4 and I did not take that as excluding north of
5 Ladd. He was talking about the current
6 development opportunities.

7 We do not believe that the Applicant has
8 fulfilled the requirement of Bureau County
9 Zoning Ordinance 10.52 with regard to the
10 requested Variance to the Village of Ladd's one
11 and a half mile setback. That Ordinance
12 requires that the Applicant must demonstrate
13 that they cannot get a reasonable return from
14 their property if they are not granted the
15 Variance. However, that property can continue
16 to be farmed, it can be cash rented or it can be
17 sole. There is a reasonable return from that
18 property.

19 The Ordinance also states that the
20 enforcement of the setback could cause plight,
21 but there is no plight to the property. Plight
22 is interpreted by the Courts as meaning that
23 there is peril or risk to the property. By
24 keeping the Ordinance in place and not granting

1 the Variance, that farmland remains the same
2 farmland it's always been for decades. There's
3 no diminishment or peril to the property.

4 I would also ask you to consider this.
5 You have heard the objections to this siting by
6 the adjacent homeowners, numerous surrounding
7 residents of Hall Township, additional residents
8 of Bureau County, the representatives of the
9 Village of Ladd, and our elected state senator.
10 Yet, not a single resident of Hall Township,
11 Bureau County, or central Illinois has come to
12 these hearings in favor of the siting.

13 In conclusion, we urge the Board to deny
14 this solar siting based on the Village of Ladd's
15 refusal to grant the setback Variance, the
16 failure of the Applicant to fulfill the
17 requirements for the Variance to the setback
18 Ordinance, and the numerous issues we have
19 raised which detract from the nearby residents'
20 quality of life and our safety, health, welfare
21 and financial wellbeing.

22 In the event this appeals Board or the
23 full Board will not deny the siting for these
24 reasons, we request the Board exercise its

1 authority by Illinois law to stipulate that the
2 site provide vegetative screening of the site
3 from all affected properties, reimbursement for
4 access to the Nerads' farmland, and to safely
5 preserve the runoff waterway through the site.
6 Thank you.

7 MR. WELBERS: Thank you, sir.

8 Do you have any comments? I thought I'd
9 ask. Didn't want you to feel ignored.

10 (No verbal response.)

11 MR. WELBERS: Would you like to rebut now?

12 MR. JACOBI: Sure.

13 MR. WELBERS: Then we have to haggle over
14 these conditions.

15 MR. JACOBI: Correct. Well, hopefully we
16 have narrowed that.

17 I won't take long. I think a lot has been
18 said in this room over the past five nights and
19 over the last hour and a half of closing
20 arguments.

21 But a couple points to raise. I have to
22 start, I feel compelled on a personal level.
23 It's been twice suggested by Mr. Pratt that my
24 residence in Chicago or my firm's office in

1 Chicago somehow disqualifies me from being here.
2 I take a personal issue with that, as if I don't
3 know what it's like to live outside of the city
4 or I don't know what it's like to talk to
5 members of the community about solar projects
6 like this.

7 You know, I grew up in unincorporated
8 Champaign County, outside the city of Mahomet,
9 which is about the size of Princeton. The vast
10 majority of my immediate family lives in
11 Geneseo, which is down 80.

12 I'm a lawyer. I'm here to analyze your
13 Ordinance, provide support to my client, who's a
14 developer, but the fact that I live in Chicago
15 now or that my office is in Chicago, which
16 actually is headquartered in Kansas City,
17 doesn't disqualify me or Mr. Grandon from
18 advocating for our project here tonight, which
19 we believe is a benefit to the community. And I
20 wouldn't be here if I didn't believe that.

21 A couple of the more relevant points I
22 want to make. You know, we heard from Mayor
23 Cattani.

24 Thank you, Mayor, for providing some

1 clarification on the industrial usage north of
2 town. I was looking at the map. There is that
3 railroad that runs just north of town, looks
4 like west/northwest. It's about two quarter
5 sections north -- or south of the property here.
6 And there's fracking to the east, you said.

7 So, you know, maybe that railroad is
8 attractive to somebody who would want to develop
9 an industrial facility on this particular parcel
10 where Ladd 2 and Ladd 3 are suggested. Maybe.
11 Looks a little far to me.

12 But I warn that if an industrial facility
13 goes on that parcel because of the proximity of
14 the railroad, that means you won't have a solar
15 farm with vegetative screening on that property.
16 You'll have something far more intrusive.
17 Something manufacturing. Something industrial.
18 I doubt fracking is going to go there.

19 But, you know, there's concern of the
20 neighbors about the view shed -- which I
21 appreciate -- about the view shed, about the way
22 of life, about their homes that have been there
23 for a long time and that they enjoy, and they
24 believe that the solar farm will disrupt their

1 way of life.

2 If the plan of Ladd, the Village of Ladd,
3 is to attract industrial developers north of
4 Ladd, a solar farm acts as a preservation rather
5 than as a deterrent. And I think that's
6 important, based on those arguments that are
7 made.

8 You know, I heard some -- let's talk about
9 property value for a moment. It's important. I
10 know that it's important. CohnReznick is our
11 expert. You know, they were hired to run an
12 analysis and to provide testimony at this
13 proceeding.

14 The CohnReznick professional who was here,
15 Erin Bowen, is licensed. Her license is
16 supported by a set of professional rules of
17 ethics and responsibility, and she is not
18 allowed to lie under oath. She is not allowed
19 to stand before this ZBA, under oath, or in any
20 judicial proceeding and tell lies, nor is
21 anybody. But her license is at stake if she
22 does.

23 So when she testifies that she has done a
24 study and it's her professional opinion, based

1 on the matched pair analysis that she has
2 completed specific to this site, that there is
3 no risk of property devaluation to neighboring
4 properties, that's the truth as she sees it.

5 And she is the only one, in my opinion,
6 who's credible enough to make those types of
7 opinions on an expert basis. We do have
8 articles that were submitted. We presented ours
9 from 2024. There were others that Erin
10 addressed in her testimony, the Berkeley Lab
11 study, et cetera.

12 I heard the word superceded before. One
13 could argue that the 2024 article that I entered
14 into evidence supercedes those other articles or
15 is more relevant to the development in the
16 Midwest because it specifically addresses the
17 Midwest, but really what supercedes those other
18 articles, the Berkeley Labs, to the extent it's
19 relevant, is Erin's testimony, Erin's report,
20 Ms. Bowen's testimony and report. Those are the
21 most recent, most relevant presentations and
22 analysis as to this property and as to the
23 surrounding neighbors. That's what we have to
24 rely on here.

1 You know, we talked about, you know, what
2 the Village of Ladd wants and how it
3 communicated that. And, you know, Mr. Pratt
4 suggested, you know, Mr. Jacobi, you seem to
5 speak for the Village of Ladd a lot. Well, I am
6 presenting based on the minutes that are
7 available and the testimony of the mayor, and
8 that's all I have. That's the only thing I'm
9 doing, is repeating what I have heard and I'm
10 summarizing it.

11 That's all anyone in this room, by the
12 way, can rely on because the record is limited
13 to what's been presented. So we are limited in
14 this analysis to the exhibits, which are the
15 minutes, and Mayor Cattani's testimony.

16 And it's not up to Ladd to decide what
17 happens on this property. It's up to the
18 landowners who own it. And that's an important
19 part of our country, and I believe that.

20 Ms. Nerad had concerns on fire. I
21 listened to everything you said. I appreciate
22 that. It's accounted for here in Condition 10
23 of the proposed conditions, which we don't
24 dispute, in that the project company must

1 provide SOPs and SOGs to the local fire
2 protection district. I think the last sentence
3 is actually super important: In addition, the
4 owner of the solar power facility shall provide
5 training for and the necessary equipment to
6 local emergency response authorities and their
7 personnel so that they can properly respond to a
8 potential emergency at the solar project.

9 I get it, an act of God could happen.
10 Rare, but if it does -- we all hope it doesn't.
11 But if it does, the fire district will be
12 equipped.

13 And Ms. Nerad's closing remarks on sound,
14 I mean, I heard what everybody else did. We --
15 you know, we went out and looked, because it was
16 unusual to us to hear sound that loud. And
17 that's an unusual system. You know, they have
18 the transformers and the inverter right up
19 against the fence, fence line. They don't build
20 them like that anymore, or they don't under the
21 current regulations when you're complying with
22 IPCB, Illinois Pollution Control Board.

23 So one thing that we have to do is comply
24 with Illinois Pollution Control Board. There

1 are limits as to what sound can transmit to a
2 Class A property, which is residential use, from
3 a Class C, which is what ours will be. We have
4 to comply with that.

5 And what we have heard from the experts is
6 that when you locate the inverter and the
7 transformer centrally in the property, which is
8 what GreenKey is suggesting in its site plan,
9 that the sound at the property line is
10 effectively inaudible.

11 It's not the same project. It's not going
12 to sound like that, or it won't at the property
13 line.

14 And when you look at the tornado damage, I
15 mean, I spoke on this in my closing a moment ago
16 and Ms. Nerad brought it up again. You know,
17 the project is built to specs. You know, there
18 are certain specifications that we have to
19 comply with: National Electric Code, the
20 County's own Building Code. So it will be built
21 to Code, it will be built to specs.

22 I can't stop a tornado. But just like
23 every solar developer and just like every
24 responsible builder in the county, we'll do our

1 best to build it as sturdy as possible and up to
2 Code.

3 Mr. Noll commented on the glare and
4 detraction to his property and the suggestion
5 that screening be provided. And, you know,
6 Reuben and the project company committed to
7 screening Mr. Noll's property, and that's
8 Exhibit 7 to Ladd 3. And, you know, Mr. Noll
9 has done his research. He presented a lot of
10 articles, and I respect that. And we presented
11 articles too.

12 And what I have seen this Board do in the
13 past is sort of wash, you know, the -- when we
14 have articles on this side, and some articles on
15 this side, and no witness to testify, it's
16 essentially a wash. It's really not though,
17 because when you look at the articles that were
18 presented, you know, they provide scientific
19 data.

20 And I'll use the EMF article as an
21 example. We provided an EMF article that showed
22 negligible effects outside of the range of the
23 transformer and inverters, and to the property
24 line it would be essentially zero. And you

1 can't supercede a study like that. You know,
2 that's -- you know, EMFs don't change over time.
3 That's a scientific study, and it holds up.

4 Same with heat islands. We provided a
5 heat island study. And we don't disagree that
6 there's some heat that comes off the panels, but
7 that heat dissipates over space. And what our
8 studies show is that it dissipates to
9 effectively zero and at night it dissipates
10 entirely. So there's not a wave of heat coming
11 off of the panels. It just doesn't exist.

12 That concludes my remarks in response to
13 the landowners.

14 I just want to reiterate, you know, we
15 presented in good faith. We had four nights of
16 testimony. We answered all the questions or we
17 did our best. This is not a unique project.
18 There are solar projects like this elsewhere in
19 the county. You heard of one. But we think
20 this one fits the criteria. We have addressed
21 the concerns. We have addressed all the
22 standards. We ask for your vote tonight, and we
23 hope that we have earned it.

24 Thank you for your time again.

1 MR. WELBERS: A comment, Chris?

2 MR. NOLL: I have a question for you,
3 Mr. Chairman. Is the attorney allowed to say
4 anything he wants in this statement and we
5 aren't able to challenge anything he says?

6 MR. WELBERS: Last word, right?

7 MR. NOLL: Even though he's distorted
8 some --

9 MR. WELBERS: Well, keep in mind this is
10 argument. Although, it's certainly under oath
11 and he's supposed -- but everything that you
12 have testified to is on the record. Nothing
13 changes.

14 And again, it's a closing argument. It's
15 not actually even the testimony. The
16 testimony -- the evidence is the testimony under
17 oath that was cross-examined. This is just an
18 argument. It's sort of a closing, which you
19 have all done.

20 So yeah, he's able to do what he did, and
21 it's taken in the form of argument. It really
22 isn't exactly the evidence. The evidence has
23 already been presented; you have, he has,
24 everything. So it doesn't do any good to bicker

1 from this point on. We're done with closing
2 arguments now. So we have a couple things to
3 talk about, including stipulations.

4 But there is one question I ask. When it
5 comes to vegetative screening, you, of course,
6 have conceded to do it if you were to win the
7 Conditional Use and build this, for the Nolls,
8 for the Nerads, but you have requests from two
9 other people here.

10 Is it just out of the question? Can you
11 do what they ask?

12 MR. GRANDON: Yeah, what we agreed was
13 based on conversations with the Nerad family and
14 the Chris Noll family, and it was specifically
15 what they had requested for. So we're agreeing
16 to that.

17 With the third party -- I think there's
18 only one more party that's asking --

19 MR. WELBERS: Well --

20 MR. GRANDON: -- I would be willing to
21 keep talking about it. Myself, I haven't gotten
22 it approved for us to provide that. I think
23 Mr. Pratt is more than half a mile from the
24 facility, and that raises a little bit of a

1 question on our end in terms of if that
2 screening, A, is effective, and, B is
3 reasonable. Because if you're looking out a
4 half mile, you see quite a bit of land.

5 But to answer your question directly, it's
6 not out of the question. We would be willing to
7 talk about that.

8 MR. WELBERS: What Tim Pratt has asked for
9 would cover Jim Dunseth's view before it gets to
10 them. Yes, he's closer. He's directly south.
11 No, I don't believe he particularly asked for
12 it, but he's opposed to the project in its
13 entirety.

14 But Tim did ask for it, and he has
15 testified that he never was responded and so he
16 doesn't know what to think, but now what you're
17 saying is maybe. Is that what you're saying?

18 MR. GRANDON: I think Mr. Dunseth is a
19 quarter mile, if I remember his testimony
20 correctly, so. I think he said 1,320 feet.

21 Mr. Pratt and I did have a conversation
22 about it prior to the last hearing, and I think
23 he testified on the record about our
24 conversation. So it's not that I have ignored

1 him. I have, you know, reached out to him, and
2 we did have a long game of phone tag but we
3 eventually did connect.

4 I did not respond to the most recent email
5 inquiry, just because I didn't have any more
6 news to provide, and the evidence was closed in
7 the record. So I didn't think that it would
8 come up in this body, in terms of submitting
9 another landscaping plan like we did for the
10 Nerads or for the Nolls.

11 But absolutely, as a private matter or,
12 you know, enforced by this Board, we would agree
13 to a certain level of landscaping, as Tim Pratt
14 proposed by email, on the north side and the
15 portion on the west side that he testified to
16 tonight.

17 MR. WELBERS: Okay. Fair enough.

18 Now, before we get in to try to figure out
19 how to describe landscaping, you did propose two
20 other conditions you would accept on the record.

21 One was that you would not use this
22 cadmium.

23 MR. JACOBI: Cadmium-based solar panels.

24 MS. DONARSKI: I just jotted something.

1 Again, I'm not an attorney, but I did my best
2 here.

3 The owner of the proposed solar facility
4 shall use non-cadmium-based panels in the
5 construction and operation of proposed solar
6 power facility.

7 Is that -- maybe it's a little redundant.
8 I just was writing down things.

9 MR. WELBERS: So that's a condition that
10 he proposed and just added to the list?

11 MS. DONARSKI: Yeah. We can wordsmith
12 that.

13 MR. JACOBI: Okay. Yeah.

14 MS. DONARSKI: Is that --

15 MR. JACOBI: We don't object to that.

16 MS. DONARSKI: That's no problem?

17 MR. JACOBI: That works.

18 MS. DONARSKI: Okay.

19 MR. WELBERS: What's the second one?

20 There was one other one.

21 MR. JACOBI: The second one was with
22 respect to the Nerads' culvert.

23 MR. WELBERS: The Nerads' culvert, yes.
24 You were willing to put that even as a

1 condition. Kris had argued it's a private
2 matter. But you were willing to add that as a
3 condition?

4 MR. JACOBI: That's correct.

5 MS. DONARSKI: Whether it's a stipulation,
6 you would say -- you would agree to it as a
7 condition, whether or not it was listed as a
8 stipulation, is that what you were saying?

9 MR. JACOBI: Yeah, we would agree to it as
10 a condition.

11 Within 30 calendar days of project
12 commencing construction, owner shall reimburse
13 Nerads in the amount of \$3,179.15, representing
14 the actual cost incurred by the Nerads in
15 installing a culvert on the Nerads' property.

16 That was -- I can give you this, Kris.

17 MS. DONARSKI: Okay. I had very similar,
18 so. I was writing as he was talking.

19 The other thing that I had written down as
20 Tim Pratt was asking about the vegetative
21 screening that he had proposed, and I just
22 wanted to make sure, because I'm listening and
23 writing at the same time, that I had written
24 down, like, vegetative screening running along

1 the length of the north side of the proposed
2 facility, Ladd Solar 2, approximately 825 feet
3 in length.

4 Is that what you had said, Tim?

5 MR. PRATT: There's a screenshot.

6 MS. DONARSKI: And said vegetative
7 screening shall also run from the northwest
8 corner of the proposed Ladd Solar 2 facility to
9 the south a distance of 500 feet.

10 MR. PRATT: Yeah, 1800 North south 500,
11 and then about 820 -- it would meet then where
12 Nerads' screening is coming up on 1800 North.

13 MS. DONARSKI: So it would go from the
14 northwest corner of Ladd 2, over 825 feet to the
15 east.

16 MR. PRATT: Yeah.

17 MS. DONARSKI: Then from that same corner,
18 to the south 500 along the proposed.

19 MR. PRATT: Yes, that's what I asked for.

20 MS. DONARSKI: That's what I had written
21 down, but I just wanted to make sure that I
22 didn't have it backwards or was mistaken.

23 MR. WELBERS: How would you describe for
24 the Nolls and for the Nerads?

1 MS. DONARSKI: Well, for the Nerads, they
2 would have -- we would say: Per landscaping
3 plan presented as Applicant's Exhibit Number 10,
4 for Ladd Solar 2.

5 And they have a clear definitive -- area,
6 is that a way to say it?

7 MR. JACOBI: I think so, yeah.

8 MS. DONARSKI: It would go straight south
9 and around and down and out to the road.

10 I mean, everybody had that in their
11 packet.

12 MR. WELBERS: Okay.

13 MS. DONARSKI: So that one would take care
14 of that.

15 So those two would be on conditions on
16 Ladd 2.

17 Then a similar one would be for Ladd 3,
18 which would be for Mr. Noll, and we would say:
19 Per landscaping plan presented as Applicant's
20 Exhibit Number 7.

21 And again, it has Mr. Noll's home on there
22 and it has a definitive start and stop and the
23 location of that on your exhibit.

24 MR. JACOBI: Yeah. Yup. Mine's not

1 colored, but yeah, that's right. Yeah.

2 MS. DONARSKI: So, I mean, I think that
3 that would be something --

4 Reuben, is there a more -- it tells here
5 the landscaping is approximately 600 feet -- -50
6 feet measured from south to north and will
7 follow the contour of the perimeter fence for
8 the solar array. I mean, it tells a footage on
9 that exhibit.

10 MR. JACOBI: Yeah, I think you can
11 describe it as starting at the southeast corner
12 of the solar array, the landscaping will go
13 650 feet, yeah, south to north, following the
14 contour of the perimeter fence.

15 MS. DONARSKI: Perimeter fence, yeah.

16 So we have words on that one. Let's look
17 at the other one.

18 On the one around the Nerads', the wording
19 at the top of it, it says: The green line on
20 the site plan located between the perimeter
21 fence and the subject property line is where the
22 landscaping will be implemented. The
23 landscaping is approximately 1200 feet measured
24 from south to north and will follow the contour

1 of the perimeter fence for the solar array.

2 So it shows and states in words --

3 MR. WELBERS: Okay.

4 MS. DONARSKI: -- right on that exhibit.

5 MR. WELBERS: All right.

6 MS. DONARSKI: So I think we have that one
7 covered for the Nerads for 2, and this one for
8 the Nolls for the 3. And then if we come up
9 with the wording, if you would wish to do that,
10 on that northwest corner, you know, that we
11 would --

12 MR. WELBERS: Yes, we need to describe
13 that all --

14 MS. DONARSKI: Right.

15 MR. WELBERS: -- in my opinion.

16 MS. DONARSKI: So can we take, like, a
17 few-minute break or something and we'll sit down
18 and we'll try to write that out?

19 MR. WELBERS: Let's do that.

20 MS. DONARSKI: Then we'll have it all
21 written down and then we'll have it.

22 MR. WELBERS: Yes, sir?

23 MR. NOLL: I just want to point out that
24 with this piecemeal approach, you're still

1 leaving part of 89 exposed to glare from that
2 side.

3 MR. WELBERS: Okay.

4 Yes, a short break. Ten minutes.

5 (A recess was taken at 8:48 p.m.
6 and proceedings resumed at
7 9:04 p.m.)

8 MR. WELBERS: Okay. So you have a text of
9 what is going to be in the stipulations?

10 MS. DONARSKI: Yes. And I can read them
11 aloud, if you would like these additional ones
12 that we are going to add.

13 MR. WELBERS: Go ahead so everyone knows
14 what they say.

15 MR. JACOBI: Well, it makes sense to put
16 them in the record.

17 MS. DONARSKI: Yeah, and we'll put them in
18 the record.

19 If I could use your one so that I don't
20 have to try to read it from my phone and slide
21 it around.

22 Okay. So during break we worked on
23 wordsmithing out those stipulations. So one of
24 them that would apply to both of Ladd 2 and

1 Ladd 3 would be, we'll call that one Number 17:
2 The owner of the proposed solar power -- the
3 solar power facility shall not use cadmium-based
4 panels in the construction and operation of
5 proposed solar power facility.

6 We'll tighten that up a little bit. But
7 that's essential, they shall not use
8 cadmium-based panels, Number 17.

9 MR. WELBERS: Okay.

10 MS. DONARSKI: Also on Ladd 2, then the --
11 about the location of the vegetative screen for
12 Ladd 2: Vegetative screening to start at the
13 northwest corner of the project boundary and
14 run, 1, south for 500 feet along the west side
15 of the project area; and, 2, along the entire
16 north side of the project boundary bordering
17 County Road 1800 North. Vegetative screening
18 will start at the northeast corner of the
19 project boundary and run south and east along
20 the contour of the perimeter fence for
21 approximately 1200 feet, as depicted on
22 Applicant's Exhibit 10.

23 And that's what would go around the
24 Nerads' home.

1 On Ladd -- is there any questions on
2 those?

3 MR. JACOBI: And one more, that the
4 vegetative screening will be between the
5 perimeter fence and the project boundary.

6 Sorry, that asterisk needs to go up there.

7 MS. DONARSKI: I'm sorry. Yeah, all
8 vegetative screening shall be located between
9 the perimeter fence and the subject property
10 line.

11 MR. WELBERS: Okay.

12 MS. DONARSKI: Then also on Ladd 2, within
13 30 calendar days of the project commencing
14 construction, owner of the solar power facility
15 shall reimburse the Nerads in the amount of
16 \$3,179.15, representing the actual cost incurred
17 by the Nerads in installing a culvert on the
18 Nerad property.

19 So on Ladd Solar 3, we would have the
20 Number 17 about the owner of the proposed solar
21 power facility shall not use cadmium-based
22 panels in the construction and operation of the
23 proposed facility.

24 And then the vegetative screening that

1 affects the Noll property would follow:
2 Vegetative screening to start at the southeast
3 corner of the project boundary and run north for
4 approximately 650 feet along the contour of the
5 perimeter fence, as depicted on Applicant's
6 Exhibit 7. All vegetative screening shall be
7 located between the perimeter fence and the
8 subject property line.

9 So that's what we have.

10 MR. WELBERS: And that covers everything
11 we talked about then between the two of them?
12 That covers the Nolls --

13 MS. DONARSKI: The two.

14 MR. WELBERS: -- that you just read --

15 MS. DONARSKI: The Nolls and the Nerads
16 and the Pratts and Mr. Dunseth.

17 MR. WELBERS: Okay. All right. We put it
18 in the record.

19 MS. DONARSKI: So are you going to ask
20 them if they did their inspections, to put their
21 comments?

22 MR. WELBERS: Yeah, a few things I'm about
23 to say.

24 MS. DONARSKI: Okay.

1 MR. WELBERS: The first thing that I want
2 to let everyone know, and it's been pointed out
3 in the closing arguments, there are four votes
4 to make, two on Conditional Uses.

5 When it comes to a Conditional Use, as a
6 Zoning Board of Appeals here we are required to
7 pass them with a recommendation, either
8 recommending the project for development,
9 recommending that we believe it met the
10 Ordinance, or not recommending it. But the
11 decision on the Conditional Use is a decision
12 for the County Board. And our recommendation in
13 many cases with the County Board has proven
14 meaningless.

15 The real purpose of us here conducting our
16 meetings that we're having is to create the
17 public record, where all of you, every one of
18 you, had a chance to come and talk and express
19 your points of view. I hope you all feel that
20 you had that. I don't think we cut anyone short
21 or stopped them. It's all part of the public
22 record. Callie has been here taking it all
23 down. It's that public record, not our
24 recommendation, that the County Board makes

1 their decision with.

2 So that much is done.

3 The Conditional Use remains a decision for
4 this Board. The Bureau County Board allows our
5 Board to decide --

6 MS. DONARSKI: Variation.

7 MR. WELBERS: The Variation. I'm sorry.
8 The Variation allows us to decide that. That
9 will be a separate issue.

10 Now, usually a motion is made by the
11 person who inspects, and the person who inspects
12 is usually the one that lives the closest, which
13 was me in your case. But in this case, every
14 one of us have been there, and so any one of us
15 can make a motion.

16 But first of all we'll ask any one of them
17 if they would like to make any comments on their
18 observation based on everything that they have
19 heard. Any comments?

20 (No verbal response.)

21 MR. WELBERS: There seem to be none.

22 So the first thing we would do -- and I
23 just gave you some comments, so, on how the
24 program works.

1 So the first thing we would do is take a
2 look at Ladd Solar 2, since that's the lowest
3 number of the two, and take a look at the
4 Conditional Use. Does anyone care to volunteer
5 a motion on it?

6 (No verbal response.)

7 MR. WELBERS: I'll do it.

8 In my opinion, when it comes to the
9 Conditional Use for Ladd Solar 2, that the
10 Applicant has met the Zoning Ordinance. Keep in
11 mind, this isn't exactly our Zoning Ordinance.
12 It was imposed on us. But I believe they have
13 met it. I believe they have produced the expert
14 testimony in this case and that they have met
15 it.

16 So I would recommend -- I would move to
17 recommend that the County Board grant the
18 Conditional Use Permit to build and operate a
19 4.99-megawatt commercial solar energy facility
20 for the purposes of generating electric power on
21 a portion of the subject property. This
22 property would consist of solar panels, racking,
23 foundation piles, inverters, overhead poles and
24 lines. The CSEF would be enclosed by a

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1 perimeter fence, and it's subject to all of
2 these -- my recommendation would be for the
3 County Board to include all of those
4 stipulations that have been read into the
5 record, everything that's there.

6 Now, let's see if there's a second. Is
7 there?

8 MR. JENSEN: I'll second that.

9 MR. WELBERS: Bill Jensen seconds it.
10 You can call the roll.

11 MS. NEMETH: Mr. Jensen?

12 MR. JENSEN: Yes.

13 MS. NEMETH: Ms. Smith?

14 MS. SMITH: Yes.

15 MS. NEMETH: Mr. Forristall?

16 MR. FORRISTALL: Yes.

17 MS. NEMETH: Mr. Quest?

18 MR. QUEST: No.

19 MS. NEMETH: Mr. Welbers?

20 MR. WELBERS: Yes.

21 (By voice vote four ayes, one
22 nay.)

23 MR. WELBERS: So the Conditional Use goes
24 recommended to the County Board. But keep in

1 mind, it's the public record that you all
2 created that they're going to look at. They
3 have overlooked our recommendations many, many
4 times before.

5 Now, when it comes to the Variation, I'll
6 just get right on with that. When it comes to
7 Variations, our Ordinance does, indeed, require
8 a mile and a half setback from these
9 municipalities. Attorney Jacobi has argued that
10 it shouldn't.

11 That mile and a half setback was in place
12 for solar facilities, it was in place for wind
13 turbine facilities. And Variations have been
14 granted, but never when one of the communities
15 involved was opposed to it being granted. We
16 have never done it.

17 When it comes to -- when we had to modify
18 back in May of last year to meet State
19 standards, it was done with legal advice from
20 someone knowledgeable in that area, someone from
21 outside the County that told us where we had to
22 be specific, like the 50-foot setback, the
23 150-foot, all those things. We had to do that,
24 and so we did.

1 That was part of a public hearing similar
2 to this. It didn't take as many nights, but it
3 did. Ultimately it was approved by the County
4 Board. So that is our Zoning Ordinance.

5 And with that regard, chat just a little
6 bit about that. When it comes to, you know, in
7 the previous application from the same developer
8 up north of Cherry, we had our letter from the
9 Village of Cherry, the Village of Arlington,
10 that said they had no objection. It was signed
11 by the mayors of both communities.

12 Little bitty towns like that don't get a
13 lot of media. And we assumed it was done
14 correctly.

15 However, the mayor of Cherry, Mayor Bob
16 McCook, did volunteer -- he's also a member of
17 the County Board -- on public record, which can
18 be found anywhere for that meeting, later, after
19 that, that he really just signed it himself.
20 That was never the intention, but that's what he
21 did.

22 I was advised that he was still the mayor
23 and, as far as that was concerned, we had to
24 take it at face value, and we did.

1 We have something similar in this one,
2 where it's signed. We don't know if that ever
3 went before the Cherry Council. We don't know
4 if any public comment from Cherry was on this
5 application. We just know that Mayor McCook --
6 and I don't mean to be critical of him. He's
7 been the mayor for a long time, and I know he's
8 got Cherry's best interest at heart. I believe
9 he really does. But whether he signed it
10 without them, we don't know. We have to take it
11 at face value.

12 But when it comes to Ladd, yes, they did
13 indeed send a letter that said "no objection" at
14 first, and then they explained that. Because
15 before our hearings every started, they did have
16 an objection and they filed all that. Plus,
17 they filed the minutes of their meeting with the
18 objection. Plus they -- a letter from their
19 town clerk, Rhonda. I saw Rhonda on WMAQ TV
20 explaining why it is they rescinded it, claiming
21 they just didn't have enough time, they didn't
22 study it, the public hadn't had a chance to come
23 and participate and comment.

24 So they did indeed follow what I believe

1 is the intention, to have a part of the public
2 agenda, a chance for public comment, and public
3 comment was held.

4 They have provided us that they had a
5 unanimous vote, with one absentee, one member
6 absent, to say, No, we really don't want that.
7 We want the Zoning Ordinance enforced as it's
8 written. The mayor, the Village president of
9 Ladd, has been here participating in our
10 meetings. He testified, We want it enforced. I
11 can't remember the councilman's name.

12 MR. CATTANI: Ruggiero.

13 MR. WELBERS: Ruggiero came and said the
14 same thing, We want it enforced.

15 And, again, we have never defied a
16 community when they said, Enforce the Zoning
17 Ordinance as it's written on this mile and a
18 half setback.

19 So in that regard, with what argument, I
20 would move to deny the Variation to build a
21 facility within the mile and a half setback of
22 Ladd.

23 Is that close enough? Or did you need me
24 to read the whole paragraph here?

1 MS. DONARSKI: If you want to just read
2 that one paragraph, then it will be clear.

3 MR. WELBERS: To deny the Variation, that
4 the Bureau County Zoning Ordinance as amended,
5 5/29 -- 5/9/2023, requiring a solar facility to
6 be set back by 1.5 miles from a municipality's
7 corporate boundary line. Requesting a setback
8 Variation to construct and operate the proposed
9 small solar facility within one and a half miles
10 of the Village of Cherry and within one and a
11 half miles of the Village of Ladd.

12 Okay. Is that clear?

13 MS. DONARSKI: Uh-huh.

14 MR. WELBERS: Is there a second on that?

15 MS. SMITH: I'll second that motion.

16 MR. WELBERS: Shirley Ann makes the
17 second.

18 You can call the roll.

19 MS. NEMETH: Mr. Jensen?

20 MR. JENSEN: Yes.

21 MS. NEMETH: Ms. Smith?

22 MS. SMITH: Yes.

23 MS. NEMETH: Mr. Forristall?

24 MR. FORRISTALL: Yes.

1 MS. NEMETH: Mr. Quest?

2 MR. QUEST: Yes.

3 MS. NEMETH: Mr. Welbers?

4 MR. WELBERS: Yes.

5 (By voice vote five ayes.)

6 MR. WELBERS: When it comes to Ladd Solar
7 3, the arguments would be the same that I would
8 make. So they are already in the record.

9 I would move to recommend to the Bureau
10 County Board that the Conditional Use Permit to
11 build and operate and 4.5-megawatt AC commercial
12 solar energy facility for the purpose of
13 generating electric power on a portion of the
14 subject property. The project will consist of
15 solar panels, racking, foundation piles,
16 inverters and overhead poles and lines. The
17 commercial solar energy facility will be
18 enclosed by a perimeter fence and subject to all
19 those conditions that have been developed
20 between the Planning Commission and this Board
21 here.

22 Is there a second?

23 MR. JENSEN: I'll second that.

24 MR. WELBERS: Mr. Jensen is the second.

1 You can call the roll.

2 MS. NEMETH: Mr. Jensen?

3 MR. JENSEN: Yes.

4 MS. NEMETH: Mrs. Smith?

5 MS. SMITH: Yes.

6 MS. NEMETH: Mr. Forristall?

7 MR. FORRISTALL: Yes.

8 MS. NEMETH: Mr. Quest?

9 MR. QUEST: No.

10 MS. NEMETH: Mr. Welbers?

11 MR. WELBERS: Yes.

12 (By voice vote four ayes, one
13 nay.)

14 MR. WELBERS: When it comes to the
15 Variation, again my arguments would be the same
16 as I just recited earlier on Ladd Solar 2.

17 I would move to deny the Variation request
18 to build the Bureau County Zoning -- the Bureau
19 County Zoning Ordinance as amended on 5/9/2023,
20 requires a solar facility to be set back by
21 1.5 miles from a municipality's corporate
22 boundary line. Requesting a setback Variation
23 to construct and operate that proposed small
24 solar facility within 1.5 miles of the Village

1 of Cherry and within 1.5 miles of the Village of
2 Ladd.

3 Again, I move to deny that Variation. Is
4 there a second on that?

5 MS. SMITH: I'll second that.

6 MR. WELBERS: Shirley Ann Smith is the
7 second.

8 You can call the roll.

9 MS. NEMETH: Mr. Jensen?

10 MR. JENSEN: Yes.

11 MS. NEMETH: Ms. Smith?

12 MS. SMITH: Yes.

13 MS. NEMETH: Mr. Forristall?

14 MR. FORRISTALL: Yes.

15 MS. NEMETH: Mr. Quest?

16 MR. QUEST: Yes.

17 MS. NEMETH: Mr. Welbers?

18 MR. WELBERS: Yes.

19 (By voice vote five ayes.)

20 MR. WELBERS: That closes the case. For
21 us now it goes to the County Board for whatever
22 their action is going to be.

23 Good luck, John, on that.

24 MR. GRANDON: Thank you all very much for

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all your time. Appreciate it.

MR. JACOBI: Thank you.

MS. DONARSKI: So we need a motion to
adjourn.

MR. QUEST: I'll make a motion to adjourn.

MR. WELBERS: Bill?

MR. JENSEN: I'll second it.

(The hearing was concluded at
9:21 p.m.)

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Now on this 29th day of October, A.D., 2024, I do signify that the foregoing testimony was given before the Bureau County Zoning Board of Appeals.

Barry Welbers, Chairman

Kristine Donarski,
Zoning Enforcement Officer

Callie S. Bodmer

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