

STATE OF ILLINOIS)
)SS
COUNTY OF LEE)

In the Matter of the Petition
 of

Eldena Solar, LLC

Lee County, Illinois

Testimony of Witnesses
Produced, Sworn and
Examined on this 11th day
of August, A.D., 2020,
before the Lee County
Zoning Board of Appeals

Present:

Mike Pratt
Craig Buhrow
Gene Bothe
Glen Hughes
Rex Meyer
Bruce Forster, Chairman

Alice Henkel, Secretary
Dee Duffy, Zoning Enforcement Officer

Honorable Judge Timothy Slavin, Facilitator

1 APPEARANCES:

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1 JUDGE SLAVIN: All right, everyone. Good
2 evening. Of course, we know we can't start a
3 public meeting before its announced time. On
4 the other hand, we all know that once your cell
5 phone says it's 7 o'clock, it must be 7 o'clock.
6 Which means, by the way, for those of you who
7 look at that clock to my left, that's five
8 minutes slow.

9 Good evening, everyone. Welcome back.
10 First order of business is to note for the
11 record those present. Mr. Forster is present,
12 Mr. Buhrow is present, Mr. Pratt is present,
13 Mr. Bothe is present, Mr. Hughes is present,
14 Mr. Meyer is present.

15 Your outstanding Zoning Officer, Dee
16 Duffy, is present, as is her counterpart,
17 Mr. Boonstra, the State's Attorney. Ms.
18 Kennedy, Courtney Kennedy, is here representing
19 Eldena Solar, LLC, and I'm sure some of its
20 employees are here as well. Along with Lee
21 County support staff, and we are joined happily
22 by a number of interested parties as well.

23 Again, I recognize and thank everyone for
24 wearing a mask and that everyone is trying their

1 best to maintain social distancing at 6 feet.

2 Last night I forgot to announce, and I
3 will at this time, that those of you who are
4 unaware and either are here to somehow
5 teleconference or otherwise, maybe you're on
6 YouTube, the Zoom, if you wish to participate,
7 the -- participate remotely, the only way to do
8 that is by Zoom, the Zoom software. Tonight's
9 meeting ID, as it continues to be throughout
10 this is, 91539239154. I'll repeat that meeting
11 ID: 91539239154. The password, as it continues
12 to be throughout this hearing, is 209840.
13 209840.

14 Last night I forgot -- I forgot to ask,
15 but I will tonight, everyone please remember to
16 either turn your cell phones off or on silent.
17 Thank you, and we'll begin in a minute.

18 First I have a bit of housekeeping.
19 Mr. Whitcombe, you filed an amended motion to
20 withdraw the representation of, I think it's
21 seven different people.

22 If those people are here, I'm going to
23 announce your name and just ask you if you have
24 an objection to Mr. Whitcombe withdrawing or you

1 have no objection; meaning, if you have no
2 objection, it's okay with you if he withdraws.
3 If it's not okay with you, if you have an
4 objection, a lawyer-client relationship goes two
5 ways. So you do have a chance to object. If
6 you object, we'll have a short hearing on it and
7 I'll make a decision on it.

8 Adam Lusz?

9 MR. LUSZ: No objection, Your Honor.

10 JUDGE SLAVIN: David Gusse? Are they on
11 Zoom? Can you tell?

12 MR. LUSZ: Mr. Gusse didn't make it. His
13 wife is here.

14 JUDGE SLAVIN: Okay. Judy Gusse?

15 MS. GUSSE: No objection.

16 JUDGE SLAVIN: Okay. And your husband --
17 this is informal enough, your husband didn't
18 have an objection either?

19 MS. GUSSE: He has no objection.

20 JUDGE SLAVIN: Okay. Thank you.

21 Randy Carlson?

22 MR. CARLSON: No objection.

23 JUDGE SLAVIN: Terri Carlson?

24 MS. CARLSON: No objection.

1 JUDGE SLAVIN: Lonnie Bright?

2 MR. BRIGHT: No objection.

3 JUDGE SLAVIN: Brent Sorrell (phonetic).

4 MR. LUSZ: He couldn't be here tonight
5 either.

6 JUDGE SLAVIN: I will take his absence as
7 an accession.

8 So thank you, sir.

9 MR. WHITCOMBE: Thank you, Your Honor.

10 JUDGE SLAVIN: All right. Back to the
11 business at hand.

12 Ms. Kennedy, you're in the midst of
13 presenting the Petitioner's evidence, and you
14 may continue.

15 MS. KENNEDY: Thank you, Your Honor. I
16 would like to call Jerry Quick to the stand.

17 JUDGE SLAVIN: Mr. Quick, if you want to
18 step up here and raise your right hand for me,
19 please. Anywhere in this space is fine. There
20 you go, that's fine.

21 (Jerry Quick was duly sworn.)

22 JUDGE SLAVIN: Right up next to me,
23 please.

24 And, Ms. Kennedy, as soon as he gets

1 situated you may inquire.

2 MS. KENNEDY: Thank you.

3 THE WITNESS: Catch my breath. Thank you.
4 Okay.

5 JERRY QUICK,
6 having been previously duly sworn, was examined
7 and testified as follows:

8 EXAMINATION

9 BY MS. KENNEDY:

10 Q. Could you please state your name for the
11 record.

12 A. Jerry Quick.

13 Q. And what is your occupation, Mr. Quick?

14 A. I'm an attorney. I'm of counsel to the law
15 firm of Massey and Quick in Galva, Illinois.

16 Q. So there's a little bit of a tech issue. If
17 you would speak directly into the microphone,
18 just to make sure everyone can hear you.

19 JUDGE SLAVIN: They are not as sensitive
20 as some of you may be used to.

21 THE WITNESS: Thank you, Your Honor. I
22 have got it. Okay. Thank you.

23 Q. (By Ms. Kennedy:) And how long have you been
24 an attorney?

1 A. I graduated law school in 1969. So a long
2 time. 50-plus years.

3 Q. And my understanding is that you concentrate a
4 significant portion of your practice in the ag
5 industry; is that correct?

6 A. That is correct.

7 Q. Do you have any experience with solar energy?

8 A. Yes, a lot.

9 Q. And how much would you -- if you could quantify
10 that for me.

11 A. Well, I -- I have been doing solar now since
12 May of 2016, and I represented more than a
13 hundred people, and I've dealt with probably 30
14 of the companies that are doing -- seeking solar
15 land in Illinois during that period of time.
16 It's probably 60 percent of my practice right
17 now.

18 Q. And so what role do you typically take on in
19 the solar area? Do you represent landowners or
20 is it the developer themselves?

21 A. Only farmers and landowners. Those are the
22 people I look out for.

23 Q. And do you delve into wind energy at all?

24 A. Yes. The other part of my practice now -- I am

1 76 years old. The other part of my practice is
2 probably 40 percent wind, and I have been doing
3 that since 2003.

4 Q. And do you typically represent landowners in
5 that regard as well?

6 A. Only landowners and farmers, that's correct.

7 Q. And when you represent landowners, when do you
8 come into the situation?

9 A. Usually very, very early. For example, I have
10 three solar and three wind projects I'm working
11 on right now, and I got two of those this
12 afternoon before I drove over from the Quad
13 Cities, and a farmer slash landowner will call
14 me and say, Jerry, I have a contract and we're
15 interested in you looking at it to tell us what
16 it has in it and the advantages and
17 disadvantages. So I get involved, I guess,
18 pretty much at ground zero.

19 Q. And are you familiar with Geronimo Energy?

20 A. I am.

21 Q. And how so?

22 A. I have done a number of negotiations with
23 Geronimo. In fact, I have one ongoing right now
24 in another -- in another county. I have done, I

1 don't know, six or eight or ten negotiations
2 with Geronimo and their team.

3 Q. And in those situations, would you consider
4 Geronimo Energy to be an adverse party?

5 A. Well, I suppose technically when you're a
6 lawyer, everybody is an adverse party on the
7 other side. But I will say that there are a few
8 companies out there, and Geronimo is one of
9 them, that I like to negotiate with. Because my
10 only job is to look out for the best interest of
11 the farmers and their land, the landowners and
12 their land, and therefore I want the company to
13 listen to us and try hard -- I don't get
14 everything in my negotiations, but try hard to
15 address our concerns. And Geronimo has been one
16 of those companies that has done well in trying
17 to address the concerns I raise.

18 Q. Do you find the company to be trustworthy in
19 those negotiations?

20 A. Yes.

21 Q. Are you familiar with what's known as the
22 Agricultural Impact Mitigation Agreement?

23 A. You bettcha.

24 Q. And what is that?

1 A. The AIMA, Agricultural Impact Mitigation
2 Agreement, is an agreement between parties and
3 the Illinois Department of Agriculture. The
4 concept came in the late 1990s. I think it
5 arose -- I was on staff at Illinois Farm Bureau
6 at the time. I think it arose as a result of
7 people in southern Illinois leaving those oil
8 rigs and stuff and not removing things from the
9 property, and there was a concern that this
10 wonderful precious natural resource of ours, our
11 farmland and our land generally, were being
12 despoiled. It started out as a voluntary
13 program. Hey, if you're going to go out and do
14 a development, we need for you to commit to
15 certain land preservation, remediation, and
16 protection.

17 And it -- we did a lot of it -- I did a
18 lot of it with pipelines eight or ten years ago,
19 and now it's statutorily required in both solar
20 and wind. It is a multi-page document. It's on
21 file. You can find it on the Illinois
22 Department of Ag website, their template, their
23 suggested version. It's got a lot of good stuff
24 in it.

1 Q. And does this -- let me back up.

2 If I refer to it as the AIMA, you're going
3 to understand what I'm referring to, correct?

4 A. Absolutely, yes.

5 Q. So does this AIMA serve to protect the
6 landowner?

7 A. I think the AIMA does a lot of good stuff for
8 the landowner in both wind and solar. It was
9 the result of intense and in-depth negotiations
10 with three sets of stakeholders. One was
11 certainly the solar industry and the wind
12 industry, because there's a wind AIMA. The
13 other was certain staff members from the
14 Illinois Department of Agriculture. And very
15 importantly, from my perspective, as a person
16 who tries to watch out for farmers and
17 landowners, several representatives of the
18 Illinois Farm Bureau were part of the group that
19 negotiated first the wind and the solar, and
20 their thrust, of course, was, we need to get
21 things in there that will make sure this land is
22 taken care of.

23 Q. And is this AIMA treated as an addendum to the
24 lease agreement with the landowner and

1 developer?

2 A. There are instances where that is the case.
3 Everybody does negotiations somewhat
4 differently, and you can attach the AIMA as an
5 addendum and incorporate by reference, you can
6 sometimes go in and take some of the AIMA
7 language and stuff it into the developer's
8 contract, sometimes I take some of the AIMA
9 language and put it in an addendum. But yeah,
10 the thrust of your question is, yes, it's made
11 applicable in some way or other, yeah.

12 Q. And does the AIMA apply to the construction,
13 maintenance, repair, and deconstruction of the
14 solar project?

15 A. And repowering also.

16 Q. So every phase of the project?

17 A. It applies to everything, yeah. If you take
18 a -- if you're a very careful reader of the
19 legal document, it's a little hard to follow in
20 some respects because in certain instances it
21 will talk about construction and deconstruction,
22 but if you read other parts and if you
23 understand the thrust of the whole document, I
24 would say basically any activities of the

1 developer which might cause any problem on the
2 land, that's covered by the AIMA: initial
3 construction, repair, maintenance, repowering,
4 and deconstruction.

5 Q. And are you familiar with any drainage
6 provisions in that AIMA agreement?

7 A. Oh, my goodness, yes.

8 Q. And what can you tell me, if anything, about
9 those?

10 A. I guess I would start out with one sentence,
11 that when farmers come to me for advice, of
12 course they want to know how much they're going
13 to get paid. I get that. My dad was a farmer.
14 But after that, the next subject that comes up
15 with regard to preservation of land and
16 remediation of difficulties is, are they going
17 to wreck my field tile? And if they do, will
18 they repair it and replace it? And if they
19 will, will it be done on a timely and adequate
20 basis?

21 So there is considerable language in the
22 current template solar AIMA about how that is to
23 be accomplished and the circumstances under
24 which it is to be accomplished. And, of course,

1 the developer is supposed to pay for that.

2 Q. Are you aware, does the AIMA require the
3 developer to identify drainage tiles prior to
4 construction?

5 A. To the best of their ability, yeah. I have a
6 lot of clients where they have had the land for
7 a long time, a grandfather put tile in and
8 they're not entirely sure where. On the other
9 hand, I also have clients who just finished
10 doing pattern tiling, they know exactly where
11 everything is.

12 So, yeah, I always tell my clients -- and
13 the developer is always good about asking --
14 tell them where the tile is to the best of your
15 knowledge. Let's work together, because we
16 don't need unnecessary tile damage and
17 destruction.

18 Q. And to the best of your knowledge, Mr. Quick,
19 does the AIMA require the developer to use GPS
20 technology to also identify where the drainage
21 tile is?

22 A. To the best of my recollection, it does, yes.

23 Q. In the instance of a broken tile, is the
24 developer bound to repair the tile or install

1 new drainage tile lines of comparable quality
2 and cost?

3 A. That is correct.

4 Q. And do you recall any timeline, if any, that
5 the AIMA requires those repairs to be made?

6 A. There's a slight difference between the wind
7 and the solar AIMA. It seems to me that the
8 solar AIMA is within 30 days or perhaps even
9 sooner, but I don't recall.

10 Q. And is it common for these developers to have
11 internal policies, let's say, to repair tile
12 within 48 hours as soon as they know the problem
13 exists?

14 A. Absolutely. The good companies, the companies
15 I like to work with, they will have internal
16 policies that will satisfy me when I raise
17 questions about timing and adequacy of repair.
18 Because sometimes, you know, water is flowing,
19 it's got to be repaired, even if it's temporary,
20 it's got to be repaired almost immediately to
21 prevent site flooding and flooding of adjacent
22 lands.

23 Q. Are you familiar with any erosion provision in
24 the AIMA?

1 A. There are prevention of erosion sections in the
2 AIMA, that is correct, yeah.

3 Q. And so is the developer duty bound to prevent
4 excessive erosion on the lands disturbed by the
5 project?

6 A. That is correct.

7 Q. Is the developer required by the AIMA to
8 develop a stormwater pollution prevention plan,
9 also known as a SWPPP, detailing measures to
10 prevent erosion?

11 A. Yes, there can be circumstances where that is
12 required. I represent farmers over the entire
13 northern half of Illinois, it seems like, and
14 some it's not an issue, but yes, it can be an
15 issue, and there are requirements and there is
16 language about that.

17 Q. And have you ever had any instance with
18 Geronimo specifically where a drainage tile was
19 broken and was not fixed by the company?

20 A. No.

21 Q. And in your professional opinion, based upon
22 your experience, does the AIMA adequately
23 protect the landowner?

24 A. Yes.

1 Q. And, Mr. Quick, you mentioned earlier in your
2 testimony that you're familiar with the Illinois
3 Farm Bureau?

4 A. Yes.

5 Q. How so?

6 A. I began work in the Office of General Counsel
7 at Illinois Farm Bureau on June 2nd, 1969, and I
8 worked there for 41 years and eight months. I
9 retired as senior counsel at the end of January
10 2011, and I was officed in Bloomington.

11 Q. So is it a safe assumption that you're familiar
12 with its policies?

13 A. Yes.

14 Q. And did you assist the Bureau with drafting its
15 policies?

16 A. Yes.

17 Q. Are you familiar with the application and
18 petition that's been filed before the Lee County
19 Zoning Board of Appeals with respect to the
20 Eldena Solar Project?

21 A. Not particularly. Not particularly.

22 Q. But are you aware that it's in regard to a
23 175-megawatt solar farm?

24 A. Yeah, that. I have not read it closely.

1 Q. Are you aware that this encompasses roughly
2 1,288 acres?

3 A. I have heard that figure, yes.

4 Q. Have you, in your experience, ever represented
5 clients with regard to the construction and
6 operation of a solar farm on ground that is
7 considered highly productive?

8 A. Yes.

9 Q. And in your experience, have these clients ever
10 been upset or disappointed that the solar farm
11 was being constructed on this productive ground?

12 A. No. It may strike some in the audience and
13 elsewhere odd that I have never had a comment or
14 a question from a farmer about where the project
15 was going to be located in the sense of I would
16 prefer it be on less productive land. I have
17 never had a question or a comment.

18 Q. And jumping back to your Farm Bureau
19 experience, to the best of your knowledge does
20 the Farm Bureau support expanding the use of
21 renewable fuels?

22 A. Absolutely.

23 Q. And does it support programs and efforts to
24 increase renewable fuel production in Illinois?

1 A. Absolutely.

2 Q. Does it support solar energy?

3 A. Absolutely.

4 Q. And does it support both public and private
5 efforts to develop solar energy projects within
6 the state?

7 A. Yes.

8 Q. Does it support the establishment of statewide
9 standards for commercial solar energy conversion
10 systems that provide adequate protection of the
11 public health, safety, and protect private
12 property rights?

13 A. Yes. I think I wrote that back in the olden
14 days, when I was a younger lawyer.

15 Q. And the Farm Bureau, does it advocate for
16 individual private property rights?

17 A. Yes, very much so. That's kind of a guiding
18 principle or tenet of the Illinois Farm Bureau,
19 the ability to use your land as you see fit, you
20 know, and not for illegal or illicit or
21 illegitimate purpose, but otherwise broad rights
22 to use your land as you please pursuant to those
23 type of operations for which you own it.

24 Q. Based upon your experience, do you have any

1 concerns regarding a project of this size on
2 productive farm ground?

3 A. Nope.

4 Q. Do you have any concerns about the restriction
5 of a landowner's right to decide what to do with
6 his or her land?

7 A. I have a lot of concern, not only because I'm a
8 farm kid from Knox County originally, but the
9 fact that I worked for Illinois Farm Bureau and
10 I have somewhat of a conservative bend, that
11 these are the people who bring forth food from
12 the earth, and they should have the ability --
13 and they should have the right and the ability
14 and the capacity, if possible, to use their land
15 for projects like solar and wind because so many
16 of my clients are needing the income from those
17 type of projects to continue their work in
18 agriculture.

19 Q. And in your experience, do you consider solar
20 energy to be a good neighbor?

21 A. Based on everything that I have been able to
22 tell, the answer is yes.

23 Q. And why?

24 A. I hate to take a situation where we compare

1 wind with solar, but it's inevitable. As a lot
2 of my acquaintances will say, and we will talk
3 amongst ourselves, solar, to the best of our
4 knowledge, doesn't kill birds and bats; solar
5 doesn't have flicker; solar doesn't make any
6 noise or any hums or anything like that. Solar
7 seems to be less intrusive, from what I'm able
8 to determine and what I have seen.

9 Q. Mr. Quick, it's true that the company asked you
10 to come here to testify tonight?

11 A. That is correct.

12 Q. Did the company tell you what you had to say at
13 tonight's hearing?

14 A. Absolutely not. As a matter of fact, I told
15 the company, I will go there, but you must
16 remember, I am the landowner and the farmer guy,
17 not the company guy.

18 Q. And your testimony tonight is based strictly
19 upon your experience with both renewable energy
20 and the company, dealings with the company
21 itself?

22 A. Yes, that is correct.

23 Q. Is there anything further you would like to
24 add, Mr. Quick?

1 A. No, I can't think of anything.

2 MS. KENNEDY: I have nothing further, Your
3 Honor.

4 JUDGE SLAVIN: All right. Time for
5 cross-examination. We'll start with the Zoning
6 Board of Appeals.

7 Mr. Chair, Mr. Forster?

8 MR. FORSTER: No questions.

9 JUDGE SLAVIN: Mr. Buhrow?

10 EXAMINATION

11 BY MR. BUHROW:

12 Q. Mr. Quick, currently you're working --

13 A. Yes, sir.

14 Q. -- working with two or three --

15 JUDGE SLAVIN: You have to talk in the
16 microphone. It's hard for people behind you to
17 hear.

18 Q. (By Mr. Buhrow:) Mr. Quick --

19 A. Yes.

20 Q. -- currently you're working with two or three
21 other projects. Are any of them this acreage,
22 1200 acres, or not?

23 A. I'll preface that by stating, as I can best
24 recall right now, I have three solar and three

1 wind that I'm working on. A lot of this stuff,
2 as you might expect early on, is projected. But
3 at least one of the ones that I have on my desk
4 right now is projected, I believe, 2600 acres to
5 3,000 acres.

6 MR. BUHROW: Okay. That's all. Thank
7 you.

8 JUDGE SLAVIN: Thank you.

9 Mr. Pratt?

10 EXAMINATION

11 BY MR. PRATT:

12 Q. Mr. Quick, do you think the AIMA provides
13 protection for the neighbors?

14 A. Well, Mr. Pratt, I would say I guess -- I guess
15 I would answer it this way: if the AIMA is
16 strictly followed and maybe in some cases
17 supplemented, because I do have on occasion
18 clients with specific situations where I may
19 need to slightly supplement some aspect of it,
20 particularly with regard to drainage, somebody
21 has got a new pattern tile or something, if
22 those things are done right and things are
23 followed, I think the protection to neighbors
24 from the project is very, very good. And if

1 it's got the usual indemnification language as
2 requested by the AIMA and as offered by many of
3 the companies, the indemnification language will
4 read in such a way that it protects the
5 landowner also against third-party claims, which
6 means if there's a third-party claim and a
7 problem, the landowner has to face his neighbor
8 and get it taken care of in a meaningful way.

9 MR. PRATT: No further questions, judge.

10 JUDGE SLAVIN: Thank you.

11 Mr. Bothe?

12 MR. BOTHE: No questions.

13 JUDGE SLAVIN: Mr. Hughes?

14 MR. HUGHES: No questions.

15 JUDGE SLAVIN: Mr. Meyer?

16 MR. MEYER: No questions.

17 JUDGE SLAVIN: Ms. Duffy.

18 MS. DUFFY: No.

19 JUDGE SLAVIN: Mr. Boonstra?

20 MR. BOONSTRA: No questions. Thank you.

21 JUDGE SLAVIN: Okay. Thank you.

22 To the interested parties, folks, I have
23 been doing the folks here in person first. So
24 let's follow the same protocol we did last

1 night. Try not to repeat any questions, but
2 having said that, I'll try and recognize you
3 when you raise your hand.

4 Yes, sir, in the black shirt.

5 MR. POPOVICH: I think I can speak loud
6 enough, if you want me to.

7 JUDGE SLAVIN: No, because some people
8 can't hear.

9 EXAMINATION

10 BY MR. POPOVICH:

11 Q. Did anyone pay you to be here tonight?

12 A. I'm sorry, sir, what was the question? I am
13 getting paid --

14 Q. Did anybody pay you to be here tonight?

15 A. I am being paid a fee, an hourly charge, from
16 the Geronimo people to come to be an expert
17 witness --

18 Q. Okay.

19 A. -- yes.

20 Q. In any of your other contracts that you have
21 set up, has there ever been an account set up,
22 like on a contingent basis, that if there are
23 problems down the road with water drainage or
24 anything like that, that the money will be there

1 for it to be fixed?

2 A. Well, if there's -- there's provisions in the
3 AIMA and there's provisions in contracts and
4 there's usually provisions made by the counties
5 with regard to a number of things, such as
6 deconstruction and maintenance of roads and
7 damages that might be caused by the project. It
8 is possible, I suppose, that the bonds, letter
9 of credit or performance bond, might cover that,
10 but it's also within the purview -- I believe
11 it's within the purview of any county to ask for
12 additional performance bond money or that type
13 of a thing set aside.

14 If the question is, do I know of a
15 specific instance with a specific client of
16 mine? I do not know of a specific instance with
17 a specific client of mine.

18 Q. Okay. So it could be possible to do that?

19 A. I think it would be possible, yes, sir.

20 Q. Okay.

21 A. Yeah.

22 Q. Who would be the one that would have to set
23 that up?

24 A. Well, if a client -- let's say you came to me

1 and asked me to review a contract and you had
2 that kind of concern, you said, Well, Jerry,
3 there's all kinds of this fancy language in here
4 about them doing this or that, but how do I know
5 they're going to do it? What if they go
6 bankrupt? So on and so forth.

7 We would try and sit down with the company
8 and negotiate some form of remediation. In a
9 recent wind contract, for example, in another
10 county, I had added to the statutory performance
11 bond given to the county a provision for not
12 only deconstruction but also timely payment of
13 real estate taxes so that those don't go into
14 default.

15 So it's something that could be raised in
16 a negotiation with a company.

17 Q. Would I have to pay you for that?

18 A. If I am representing you, yes.

19 Q. That's what I thought. Can I afford you?

20 A. I don't know. But I noticed you had a
21 Chadwick, Illinois, hat on. When I was a very,
22 very young lawyer, I represented Chadwick Cheese
23 Company. I suppose they're not even there
24 anymore.

1 Q. Right.

2 A. All right.

3 MR. POPOVICH: Okay. Thank you.

4 JUDGE SLAVIN: I failed at the beginning,
5 just like I did last night, and we can't
6 remember everybody. Would you state your name
7 and community in which you live?

8 MR. POPOVICH: Nick Popovich, Dixon,
9 Illinois.

10 JUDGE SLAVIN: Thanks.

11 Okay. Next raised hand, anyone? Yes,
12 lady in the pew in the middle.

13 MS. HALL: Hi, I'm Lisa Hall, and I'm from
14 Franklin Grove.

15 EXAMINATION

16 BY MS. HALL:

17 Q. So in your legal experience or past experience,
18 have you ever encountered one of the solar farms
19 surrounding a residential property on three and
20 a half sides with their fencing, cameras, barbs,
21 whatnot, in and right across the road putting a
22 substation?

23 A. I -- I don't know if I have or not. I don't
24 know. Part of the problem is just the fact that

1 I'm involved in negotiations for the landowners
2 upfront, and once the -- and I represent -- I
3 usually don't represent all of the landowners in
4 an entire project. There may be 15 landowners
5 involved; I may represent one or two or three.

6 What you're really talking about is the
7 formulation and the style and the development of
8 the actual project. What I'm working on is
9 negotiations for a particular landowner, or a
10 number of participants in a larger project, to
11 get them the best deal I can, not only with
12 compensation but also with the protection of
13 their land and so on and so forth.

14 So I really would not likely be involved
15 at that stage of the way it's being developed.
16 That would be more likely a county function, I
17 would think.

18 Q. So your opinion, you don't have an eye or nay,
19 that it should be --

20 A. I don't have --

21 JUDGE SLAVIN: Wait a minute. Let her ask
22 the question.

23 THE WITNESS: Excuse me, Judge.

24 JUDGE SLAVIN: That's fine.

1 Q. (By Ms. Hall:) You don't have an opinion, yes
2 or no, that it should be legally acceptable for
3 that to happen, three and a half sides of the
4 property?

5 A. I don't have a legal opinion, no.

6 Q. Okay.

7 JUDGE SLAVIN: Any more questions?

8 MS. HALL: No, thank you.

9 JUDGE SLAVIN: Oh, okay.

10 Up here in the front, my right, Dee's
11 left.

12 MR. LUSZ: Good evening. Adam Lusz, from
13 near Eldena, Illinois, actually, but Amboy.

14 EXAMINATION

15 BY MR. LUSZ:

16 Q. So you spoke a little bit about the Farm Bureau
17 endorsing agriculture. Do you believe the Farm
18 Bureau does support chain link fences in an
19 agricultural community?

20 A. I'm sorry, I can't hear through your mask. I
21 missed your question.

22 Q. Yeah. You referenced about the Farm Bureau
23 being for solar projects or renewable energy.

24 A. Right.

1 Q. Is the Farm Bureau for chain link fences and
2 barbed wire around farmettes in rural
3 communities?

4 A. Barbed wire in farmettes?

5 JUDGE SLAVIN: I think the question is, is
6 the Farm Bureau in favor of chain link fence
7 with barbed wire on farmettes in rural
8 communities?

9 MR. LUSZ: Yes, thank you.

10 A. I don't know. I mean, I have their policy, we
11 can access their policy resolutions pretty
12 easily.

13 Q. (By Mr. Lusz:) So what is the purpose of the
14 AIMA then with relation to -- -- with relation
15 to property owners in the vicinity of an SES?

16 A. The AIMA was not necessarily developed for
17 people in the neighborhood, although I think
18 some of the benefits can be derived because of
19 the way the land is supposed to be treated. You
20 know, at the beginning, taking out oil rigs and
21 stuff like that, so that those unsightly things
22 are taken out.

23 The AIMA is developed and applies
24 specifically to a particular project and the

1 participants in the project.

2 Q. How is an AIMA enforced if someone doesn't
3 participate to the rules that are in it?

4 A. The AIMA is a document -- in the first instance
5 it exists between the Illinois Department of
6 Agriculture and the developer. I would think
7 the first thing that the Illinois Department of
8 Agriculture would do to enforce it would be to
9 go to the Illinois Attorney General.

10 Q. Are there fines assessed if the AIMA is not
11 followed?

12 A. I know of no particular fining pattern,
13 although I suppose a judge could do that in an
14 enforcement action or, more likely, do a
15 specific performance to try to get the AIMA
16 adhered to.

17 Q. Okay. So the County does not enforce the AIMA
18 then at county level?

19 A. If the AIMA is passed on to the County and the
20 County has it -- has adopted the AIMA and gotten
21 a commitment from the developer to follow the
22 AIMA, it would seem to me the County would also
23 have enforcement powers.

24 I know of counties, for example, that will

1 take language from the AIMA and put it as part
2 of their permit. So in that case, they would.

3 Q. Okay. Can you talk more about surface drainage
4 as it relates to AIMA? I mean, what protections
5 are there for neighboring landowners with
6 regards to AIMA for water runoff -- stormwater
7 runoff from an SES?

8 A. Well, that's maybe two different questions.
9 There's -- there are things in the AIMA to
10 protect the landowner's land from doing things
11 like building access roads which are too high
12 which change the drainage from its normal and
13 accepted pattern. There are things in the AIMA
14 about changing the elevation and gradation of
15 the land that would change surface drainage.
16 You're not supposed to do that. You know, what
17 was there before is what it's supposed to be
18 afterwards as much as practical and reasonable.

19 Q. Does the AIMA force -- the vegetative state
20 under the solar panels, does it mandate that
21 there be live vegetative under the panels?

22 A. Not to the best of my knowledge. There's a
23 provision in the AIMA with regard to weed
24 control and stuff like that. As a matter of

1 fact, that's a great question, because most of
2 my clients themselves like to have language in
3 about the type of grass and so forth that are
4 under the panels.

5 Q. One moment, here.

6 The AIMA outlines the decommissioning
7 costs, correct?

8 A. It outlines a procedure for determining
9 deconstruction costs by the use of a
10 professional engineer.

11 Q. Is that an independent study that's done?

12 A. That is correct.

13 Q. And what was determined on this SES for
14 decommissioning costs then?

15 A. I'm sorry, I missed a word, sir.

16 Q. What is outlined then for this SES for a
17 decommissioning cost provision then? Do you
18 know what was outlined in this AIMA, the
19 particular AIMA for this project?

20 A. No. The deconstruction language in the AIMA is
21 standard. So probably, I would guess -- I
22 haven't looked at the Illinois Department of Ag
23 and what the company has negotiated with or is
24 negotiating with, but it's fairly standard

1 language on deconstruction. You have to have a
2 professional engineer. The County has input
3 into all of that, and that cannot be negotiated
4 or waived. That can't be changed.

5 Q. Okay. Who oversees the SWPPP plan that you
6 talked about?

7 A. You know, I don't know the answer to that
8 question because I don't have very many of those
9 come up. I -- so often the Soil and Water
10 Conservation District people are involved and
11 sometimes the Army Corps of Engineers, but, you
12 know, I don't know. I don't know. I just don't
13 have many of them.

14 Q. Okay. So in summary then --

15 JUDGE SLAVIN: Here we go. We keep having
16 batteries die.

17 (A discussion was held off
18 the record.)

19 Q. (By Mr. Lusz:) So in summary, the AIMA is for
20 the landowner that -- the participating
21 landowner and the company, it's an agreement
22 between those parties, is the main objective?

23 A. It is an agreement between the Illinois
24 Department of Agriculture and the developer for

1 the primary benefit of participating landowners.
2 Primary benefit of, yes.

3 MR. LUSZ: Okay. Thank you. I appreciate
4 it.

5 JUDGE SLAVIN: Thank you.

6 By raise of hand, anyone else? Yes, sir,
7 front row. If you'll start with your name and
8 community, please.

9 MR. BRIGHT: Lonnie Bright, Eldena.

10 EXAMINATION

11 BY MR. BRIGHT:

12 Q. So how many negotiations would you --

13 JUDGE SLAVIN: You have got to get closer,
14 Lonnie. It's hard, I know it is.

15 MR. BRIGHT: That's fine.

16 Q. (By Mr. Bright:) So how many negotiations have
17 you done with landowners and that? Would you
18 say -- how many?

19 A. On solar?

20 Q. Yes.

21 A. More than 50. Maybe as many as a hundred.

22 Q. So you're really familiar with the plans, the
23 outlines, and stuff like that, and does that
24 include zoning rules or regulations in different

1 counties and that?

2 A. What do you mean, does that include -- perhaps
3 I'm not answering your question right, but I
4 would address it by saying, zoning regulations
5 and everything of every county come into play
6 and some are extremely intensive and others are
7 extremely nonintensive.

8 I usually don't get too much involved in
9 that because farmers are paying me to get a good
10 contract with them. They usually don't want to
11 pay me more to familiarize myself with zoning
12 and things like that. They usually go to their
13 County Board members rather than me.

14 Q. Okay. But you are familiar with zoning and --

15 A. Yeah, in some --

16 Q. -- contract negotiations --

17 A. -- in some counties --

18 JUDGE SLAVIN: Guys, guys, guys, remember,
19 we have got a court reporter here. I know she
20 can't take two people talking at once. You ask
21 the question, you answer the question, please.

22 THE WITNESS: My fault, Your Honor.

23 JUDGE SLAVIN: She can't take two --

24 THE WITNESS: Absolutely.

1 Q. (By Mr. Bright:) So you would say you're
2 familiar with zoning rules and regulations in
3 other counties and stuff that you have done
4 negotiations in?

5 A. To some extent, yes.

6 Q. In relation to the zoning rules and
7 regulations, how would you -- in your
8 professional opinion, how would you rate the
9 zoning rules and regulations in Lee County
10 versus other counties that you have done
11 business with?

12 A. I haven't looked at the Lee County zoning
13 regulations for a little -- for about a year and
14 a half. My best recollection was -- my best
15 recollection is that I concluded at that time
16 they were decent, they were decent, they were on
17 the right track. I don't know how else to say
18 it. But I don't have any specific recollections
19 beyond that.

20 MR. BRIGHT: Okay. No more questions.

21 JUDGE SLAVIN: Okay. Thank you.

22 Yes. Lonnie, can you grab the mic or --
23 Ms. Duffy went to get another battery, and here
24 she is.

1 MS. LUSZ: I'm Stacy Lusz.

2 JUDGE SLAVIN: Call her the Energizer
3 Bunny.

4 MS. LUSZ: I'm Stacy Lusz, Amboy,
5 Illinois, right near Eldena.

6 EXAMINATION

7 BY MS. LUSZ:

8 Q. I just have one question. Is it the norm for
9 landowners to negotiate payments from developers
10 that are several times the going rate for their
11 land? And do you think that could be why you
12 have never seen them object to the use of prime
13 farmland?

14 JUDGE SLAVIN: Well, that's -- just a
15 minute. That's two questions. No matter who
16 you are, you can only ask him one question at a
17 time. And they're both fine questions, but if
18 the answer is -- you might answer the second
19 question and not the first, so.

20 MS. LUSZ: Do I need to restate it?

21 JUDGE SLAVIN: Yeah, please.

22 Q. (By Ms. Lusz:) Is it the norm for landowners
23 to negotiate payments from the developers that
24 are several times the going rate for their land,

1 what they could rent it for?

2 A. In solar projects? You're talking about solar
3 projects?

4 JUDGE SLAVIN: That's what we're talking
5 about today.

6 A. Yes.

7 Q. (By Ms. Lusz:) And in your opinion, do you
8 think that that could be why you have never seen
9 them object to the use of prime farmland?

10 A. Oh, yes. Absolutely.

11 JUDGE SLAVIN: Is that it?

12 MS. LUSZ: That's it.

13 JUDGE SLAVIN: Thank you.

14 Anyone else, by hand? In the middle, the
15 back. Didn't you ask a question already though?

16 MS. HALL: Yes.

17 JUDGE SLAVIN: Remember, tonight's the
18 night we're going to start you get one chance.

19 Anyone else? Yup, lady in the far back
20 right.

21 MS. COERS: I don't have pink on tonight.
22 Sue Coers, Dixon.

23 EXAMINATION

24 BY MS. COERS:

1 Q. I have an environmental issue that I would like
2 to address with you, if possible.

3 The question is, the area that this
4 project is supposed to be developed on, we are
5 prone to severe straight lin- wind, tornados --

6 JUDGE SLAVIN: I'm sorry, but you're
7 telling him things. You can -- you're not under
8 oath. Just ask him a question.

9 MS. COERS: Well, I'm going to be asking
10 that, with tornados and earthquakes.

11 Q. (By Ms. Coers:) Panels break. In a tornado
12 those shards are going to go off --

13 JUDGE SLAVIN: You're telling him things
14 again. I'm sorry, you just can't do that. Just
15 ask him a question.

16 If we have straight-line winds, are shards
17 of solar panels going to go off and harm the
18 environment?

19 Q. (By Ms. Coers:) Who is going to pay for the
20 cleanup of the shards that are toxic and go out
21 onto other neighbors' property? Who pays for
22 that type of cleanup if you have to get Trans
23 Environmental or somebody else in because it's a
24 toxic area now?

1 A. Well, I don't know if it's a toxic area.
2 That's -- you know, the definition of toxic
3 materials -- and I used to do EPA work -- is
4 incredibly difficult.

5 Most of the indemnifications that I have
6 seen would go towards answering that question.
7 Honestly -- I apologize for seeming to back off,
8 but it's a very complicated issue and a very
9 complicated question. You would have to go to
10 the indemnification clause first and you'd have
11 to check insurance coverages both that the
12 developer has, as well as the landowner.

13 MS. COERS: Thank you.

14 JUDGE SLAVIN: Okay. Front row, left of
15 me.

16 MR. RICHARD: James Richard. I live on
17 South Eldena Road.

18 EXAMINATION

19 BY MR. RICHARD:

20 Q. I'd like to ask, have you ever represented a
21 landowner or property owner that they felt that
22 their Constitutional rights were violated by
23 being boxed in by a solar project?

24 A. No.

1 Q. And what specific rights --

2 JUDGE SLAVIN: Wait a minute.

3 Mr. Richard, you're doing it again. You ask the
4 question, let him answer the question.

5 A. The answer to your first question, sir, is no,
6 I have never represented a landowner under those
7 circumstances.

8 MR. RICHARD: Okay. That answered my
9 question.

10 JUDGE SLAVIN: Okay. Any other questions?
11 Just saw you out of the corner of my eye.
12 Would you start with your name and community for
13 me, please.

14 MR. CARLSON: Randy Carlson, from Dixon.

15 EXAMINATION

16 BY MR. CARLSON:

17 Q. So from your point of view or from your -- you
18 haven't ever represented nonparticipants or,
19 like, neighbors? You usually are representing
20 the landowner; is that correct?

21 A. I typically am representing the landowner.
22 Maybe seven or eight years ago or eight or nine
23 years ago on a wind project I represented a
24 neighbor down in McLean County and he got a good

1 neighbor payment on a wind project, but that's
2 the extent of it. Very, very little.

3 Q. So from what you have seen in your experience
4 then with the counties in Illinois in this area,
5 how -- who usually does kind of help take care
6 of indemnification and remediation issues for a
7 nonparticipant? How does that usually fall
8 upon --

9 JUDGE SLAVIN: That's two -- I'm not
10 trying to be difficult, but that's two
11 questions.

12 The first question, I think, that he
13 asked, Mr. Quick, was, who usually takes care of
14 indemnification or mitigation issues for a
15 nonparticipating landowner?

16 A. I -- this may be too -- somewhat of a
17 complicated answer. I don't mean it to be so.
18 In the first place, I have not had or heard or
19 seen hardly any issues of that nature with
20 regard to a nonparticipant, at least up to this
21 point in time, with wind and solar in Illinois.

22 I think there was an instance of a
23 blade -- an ice throw from a blade of a wind
24 turbine, I don't know, somewhere in northern

1 Illinois, but I don't recall if it landed on a
2 neighbor or a neighbor's cattle or something,
3 and I just don't know enough about it.

4 I'm sorry, I just don't know the answer to
5 that.

6 Q. So, let's see, you're usually doing contract
7 reviews for landowners?

8 A. Yes, sir, that's correct.

9 Q. For the erosion provisions in the SES -- or
10 let's say, SWPPP -- I think somebody already
11 answered this -- or asked this -- is that
12 usually the County -- it's part of -- is it part
13 of more of the AIMA or kind of the County Soil
14 and Water District that usually may enforce --

15 A. That's really a very good question, and the
16 answer is, it's kind of a cooperative effort.
17 As I indicated to one of the other questioners,
18 I have not had a lot of experience with that.
19 But to the extent that I have, SWCD comes in a
20 lot, a lot.

21 MR. CARLSON: Thank you.

22 JUDGE SLAVIN: Thank you.

23 Anyone else, by a raise of your hand?

24 Back -- Ms. Duffy, back row pew, far left.

1 MS. MILLER: Barb Miller, Dixon, Illinois.

2 EXAMINATION

3 BY MS. MILLER:

4 Q. You stated that a year and a half ago you
5 reviewed the Lee County Zoning Ordinance. Can
6 you explain what prompted you to review this
7 ordinance?

8 A. I have a number of county ordinances on my
9 computer. I had clients in this general area.
10 At the same time, I was reviewing one in
11 Champaign, McLean, Livingston, and somewhere
12 else where I had clients or at least the
13 possibility that I was going to have clients.

14 JUDGE SLAVIN: Anyone else, raise of the
15 hand?

16 All right. Turning to Zoom.

17 Mr. Quick, the problem with Zoom is you
18 won't be able to see the folks. Last night we
19 didn't have any questions on Zoom.

20 But, Alice, if you'll unmute the Zoomers
21 -- I wonder if most Zoomers are Boomers -- are
22 there any hands raised?

23 MS. HENKEL: No.

24 JUDGE SLAVIN: Are there any folks -- are

1 there any folks on Zoom -- like last night, I'll
2 give you some seconds, because I know the
3 technology can be confusing. Remember, if you
4 want -- if you have a question, the way to
5 signal it initially, hopefully, is to go to
6 the -- take your cursor to the bottom of the
7 Zoom screen, you'll see an icon that says "raise
8 hand." Click that, and we'll see a raised hand.
9 If you're Zooming by cell phone -- is it star
10 nine? pound nine? star nine?

11 MS. HENKEL: Star nine.

12 JUDGE SLAVIN: -- star nine and we'll see
13 a raised hand, or just speak up and I think your
14 profile on the screen will turn up yellow. The
15 only person with a yellow box around her is
16 Ms. Duffy at the moment.

17 Folks, I'm giving you a little time here.
18 I want to make sure if you have got a question,
19 you get to ask it.

20 See anything, Alice?

21 MS. HENKEL: None.

22 JUDGE SLAVIN: Okay. Mr. Quick, you may
23 step down. Thank you.

24 THE WITNESS: Thank you, Your Honor.

1 JUDGE SLAVIN: Why don't you call your
2 next witness, if available.

3 MS. KENNEDY: Thank you, Your Honor.

4 JUDGE SLAVIN: Be safe.

5 MS. KENNEDY: I would like to call Andrew
6 Lines as our next witness. He is testifying via
7 Zoom.

8 JUDGE SLAVIN: Mr. Lines, would you please
9 raise your right hand.

10 (Andrew Lines was duly sworn.)

11 JUDGE SLAVIN: That "I do" came across
12 very softly. So whatever you can do on your end
13 to keep the sound up, that would be appreciated.
14 Folks here want to be able to hear it, as do our
15 fellow Zoomers.

16 MS. KENNEDY: Judge, I believe we're going
17 to hand out paper copies of the presentation.

18 JUDGE SLAVIN: But still helps if he keeps
19 his voice up.

20 Does your microphone have a volume
21 control, Mr. Lines?

22 THE WITNESS: Is this better?

23 JUDGE SLAVIN: No.

24 THE WITNESS: Okay. I'm going to be

1 shouting.

2 JUDGE SLAVIN: All right.

3 THE WITNESS: How is that?

4 JUDGE SLAVIN: Well, that was good for a
5 while, and then when your head moved away from
6 wherever the mic is, it wasn't so good.

7 THE WITNESS: Okay.

8 JUDGE SLAVIN: There we go.

9 THE WITNESS: All right.

10 JUDGE SLAVIN: Just keep it there, for
11 hours.

12 THE WITNESS: Right here.

13 JUDGE SLAVIN: If you wait for a while,
14 we'll hand out hard copies of your presentation.

15 MR. BUHROW: Judge, is that an exhibit
16 number?

17 JUDGE SLAVIN: No, because it's nothing
18 more than a reflection of what he's -- I suppose
19 I can make it one, but I didn't last night. All
20 right. Let's make it one. I'm going to call --
21 Mr. Buhrow, you made a good point. I'm going to
22 call the one entitled Property Value Impact
23 Study: Solar Farm Proximity, call that
24 Petitioner's Number 4. Last night's exhibit,

1 which was also a hard copy, I'll call
2 Petitioner's Number 3. Then the packet that has
3 -- is a little thicker, says, Property Value
4 Impact Study, that will be Number 5.
5 Actually -- well, one says -- the smaller -- 4
6 says, Solar Farm Proximity; 5 doesn't say that,
7 as a title.

8 (Petitioner's Exhibits Number 3,
9 4, and 5 marked for
10 identification.)

11 MS. KENNEDY: Judge, may I proceed?

12 JUDGE SLAVIN: Yes.

13 And, Mr. Lines, I remind you to keep your
14 voice up.

15 MR. BOONSTRA: Lights off?

16 JUDGE SLAVIN: Yeah, lights off would be
17 great. Thanks.

18 MS. KENNEDY: Judge, did you swear the
19 witness in?

20 JUDGE SLAVIN: Yes.

21 DIRECT EXAMINATION

22 BY MS. KENNEDY:

23 Q. Could you please state your name for the
24 record.

1 A. Andrew Lines, L-I-N-E-S.

2 Q. And how are you employed?

3 A. I am a partner with the firm CohnReznick. I am
4 the practice partner for valuation within the
5 firm.

6 Q. And how long have you been with the company?

7 A. Eight years.

8 JUDGE SLAVIN: You have got to keep your
9 voice up.

10 THE WITNESS: Sorry, sir.

11 A. Eight years.

12 Q. (By Ms. Kennedy:) And could you please provide
13 me with a brief summary of your educational
14 background?

15 A. Sure. I have a bachelor's of fine arts from
16 Syracuse University. I hold a certified general
17 commercial real estate appraiser license in the
18 state of Illinois, as well as nine other states.

19 JUDGE SLAVIN: You're cutting out.

20 A. At this point --

21 JUDGE SLAVIN: Whoa, whoa, whoa, whoa.
22 You're cutting out.

23 (Disruption in Zoom connection.)

24 JUDGE SLAVIN: Mr. Lines --

1 A. -- hold an MAI designation.

2 THE WITNESS: Okay?

3 JUDGE SLAVIN: No, it's not okay. You're
4 cutting out. That means either you haven't got
5 enough broadband or something is not quite right
6 with your mic, and this isn't going to work.
7 We'll have to -- if you can't get it resolved --
8 are you somewhere you might be able to get it
9 resolved if we take a break?

10 THE WITNESS: Yeah, if you want to take a
11 little break and I'll see what I can do.

12 JUDGE SLAVIN: Yeah, you're breaking up
13 and you aren't very loud. I mean, we can get
14 along with the good volume when you stay close,
15 but the breaking up won't work.

16 THE WITNESS: Okay. I haven't had
17 problems with this before. So I'll see what I
18 can do if you give me a couple minutes.

19 JUDGE SLAVIN: Sure.

20 THE WITNESS: Thanks.

21 JUDGE SLAVIN: Folks, let's take until
22 8:10 by your cell phone, not on the wall.

23 (A recess was taken at 8:02 p.m.
24 and proceedings resumed at

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8:10 p.m.)

JUDGE SLAVIN: All right, Ms. Kennedy,
let's try again, see how it goes.

MS. KENNEDY: Thank you.

Q. (By Ms. Kennedy:) Mr. Lines, can you state
your name for the record, please.

A. Sure. Andrew Lines, L-I-N-E-S.

Q. And you are still employed with CohnReznick?

A. As far as I know, yes, I am still employed at
CohnReznick.

Q. And can you provide a brief summary of your
educational background?

A. Sure. I have a bachelor's from Syracuse
University. I hold a certified general real
estate appraiser license in the state of
Illinois and a few other states, and I hold a
designation -- the MAI designation from the
Appraisal Institute.

Q. And what did you have to do to obtain those
designations and certificates?

A. I'm sorry, repeat that one more time.

Q. Sure.

What did you have to do to obtain those
designations and certificates?

1 A. I undertook real estate appraiser classes in
2 the Appraisal Institute. That was probably
3 about a four- or five-year commitment just to
4 get the State certified license, and then
5 another five years in order to get the MAI
6 designation, which required a two-day, four-part
7 exam, as well as a demonstration report and
8 proof of over 3,000 hours of employment work.

9 Q. And are you familiar with Eldena Solar, LLC?

10 A. I am.

11 Q. How so?

12 A. I was asked to prepare an impact study
13 addressing how Eldena Solar might impact
14 property values adjacent to the development.

15 Q. And are you familiar with the petition and
16 proposal in this matter?

17 A. I'm generally familiar with it, yes.

18 Q. And did Eldena Solar provide the details of the
19 proposed project for you to conduct your
20 analysis?

21 A. Yes, it did.

22 Q. And you were asked by the Applicant to perform
23 a market analysis regarding the proposed
24 project; is that correct?

1 A. That's correct.

2 Q. And this is something that they paid you to do?

3 A. I'm sorry, say that one more time.

4 Q. Sure.

5 Is this something that the company has
6 paid you to do?

7 A. Correct.

8 Q. Have you ever testified on behalf of a company
9 at a zoning hearing before?

10 A. Yes, I have.

11 Q. And do you always testify in favor of a
12 proposed project?

13 A. That's a tough question. I am asked to provide
14 impact studies usually on behalf of applicants.
15 There have been a couple times in our past where
16 counties have asked us for our direct opinion
17 outside of a specific applicant.

18 Q. And can you tell me what a market analysis is?

19 A. So this is an impact study as opposed to a
20 market analysis. This impact measures -- study
21 measures or tries to quantify how much, if any,
22 difference in property values there would be
23 based on its proximity to a supposed dilatory
24 view.

1 Q. And why is this important?

2 A. This is important because it addresses one of
3 the LaSalle Factors, which are obviously the
4 very specific criteria that's needed for
5 Conditional Use Permits and other rezoning
6 processes. It's important just because the
7 general population, the neighbors, want to know
8 that whatever is being put in won't negatively
9 impact their enjoyment of their own properties.

10 Q. And could you please walk me through step by
11 step how you conducted this impact study?

12 A. Sure. I have a presentation and that's
13 definitely part of, you know, going into
14 methodology. Is that something you want me to
15 address there, or would you like me to talk
16 about it right now?

17 Q. If you can just give a general overview right
18 now, and we'll get into the presentation in a
19 little bit.

20 A. Absolutely.

21 So we follow methodology that is discussed
22 in Appraisal Institute textbooks. This
23 methodology, one of the ways that you can look
24 at whether or not there might be a difference,

1 as far as impact is concerned, is by looking at
2 tests at control areas using a paired sales
3 methodology.

4 In our case, what we do is, we look at
5 existing solar farms, we look at all of the
6 properties around those existing solar farms, we
7 see which ones have sold since the solar farm
8 has been erected and operating, and then we
9 measure those properties with a group of similar
10 control properties. And we take a whole group,
11 we only adjust them for market conditions, and
12 then we compare their median prices per square
13 foot and we see what the difference is between
14 the test area and the control area.

15 If there is a quantifiable and
16 recognizable difference that occurs again and
17 again and again, then we could say that that use
18 may have a negative impact on adjacent
19 properties. If there isn't a measurable and
20 consistent difference, then there likely is no
21 impact.

22 Q. Did you physically visit the area in Lee County
23 that is proposed for the Special Use and
24 Variance?

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In Totidem Verbis, LLC (ITV)

1 A. Yes, I did.

2 Q. And when was this?

3 A. I have conducted a number of appraisals over my
4 time in the state of Illinois, gone all the way
5 to the Quad Cities and back to Chicago, where I
6 live. I have been in the area a number of
7 times. I recently, over the last month, have
8 visited the site in order to take a look at some
9 of those properties and the properties that are
10 around where Eldena is proposed.

11 Q. And do you have an opinion based upon a
12 reasonable degree of certainty in your field as
13 to whether the development of this project will
14 be detrimental to or endanger the public health,
15 safety, morals, comfort, or general welfare?

16 A. I do have a conclusion, and I do not believe
17 that the proposed project will cause any
18 negative impacts on adjacent property, as you
19 have said.

20 Q. And do you have an opinion based upon a
21 reasonable degree of certainty in your field as
22 to whether this proposed use would be injurious
23 to the use or enjoyment of other property in the
24 immediate vicinity?

1 A. I do not believe that there will be negative
2 impact on the enjoyment of other property in the
3 vicinity.

4 Q. And do you have an opinion based upon a
5 reasonable degree of certainty in your field as
6 to whether the proposed use would impede other
7 development in the area?

8 A. I do not believe that the proposed use will
9 impede development of the surrounding area.

10 Q. Would you appraise property any differently if
11 it's near a solar farm versus, you know, not
12 near one?

13 A. The process and methodology of appraisal is the
14 same under any circumstances. So I don't see
15 that there would be a specific difference.

16 Q. Mr. Lines, are you familiar with the Variance
17 request contained within the petition?

18 A. I am.

19 Q. And you understand that for three parcels,
20 Eldena Solar is requesting a 15-foot setback as
21 opposed to the 300-foot setback; is that
22 correct?

23 A. That's correct.

24 Q. And in your professional opinion, based upon

1 your experience, will these Variance requests
2 have any additional negative impact to land
3 values in the immediate vicinity?

4 A. I do not believe they will.

5 Q. And what do you base that on?

6 A. That is based on my review of a number of
7 different existing solar sites where we have
8 measured distances between existing solar panels
9 and adjacent residential property, and in almost
10 all of those studies we do not see that there is
11 any damage that is caused by proximity.

12 Q. And during these studies, have you ever
13 compared another solar energy system of
14 comparable size to Eldena Solar?

15 A. We have studied projects that are of large
16 utility-scale size that are comparable to Eldena
17 Solar, yes.

18 Q. And in what ways do you feel that this area is
19 suitable for this kind of development?

20 A. So the area has a couple things going for it.
21 One, it's got connectivity to very large power
22 lines that run through the center, which offers
23 the utility company an opportunity to, you know,
24 take that electricity and move it to denser

1 areas, like Rockford.

2 Number two is that, considering the large
3 size of it, you know, over 1200 acres, the fact
4 that there are, you know, only half a dozen to a
5 dozen homesteads and farm residences that are,
6 you know, immediately adjacent means that there
7 are very few.

8 And so overall I think it's an excellent,
9 you know, proposed site for the proposed
10 project.

11 Q. And I believe you have a presentation that you
12 would like to go through tonight; is that
13 correct?

14 A. Yes, please.

15 Q. Please proceed.

16 A. Thank you.

17 So thank you, everyone, for asking me to
18 present. Again, my name is Andrew Lines. I'm
19 with CohnReznick. Myself and Patricia McGarr,
20 who is the national director, my boss, and also
21 a partner, she has a number of letters after her
22 name, she's also a real estate appraiser, she's
23 been appraising real estate in Illinois for over
24 30 years, her and I have been doing impact

1 studies of a lot of different kinds of property
2 that people are concerned about, as well as
3 other appraisals, including farms and homesteads
4 for a number of years.

5 I'll note that in 2017 she was appointed
6 by Governor Rauner to serve on the State of
7 Illinois --

8 JUDGE SLAVIN: Mr. Lines, let's just stick
9 to the presentation, please.

10 THE WITNESS: Okay.

11 A. So, again, she was -- she is the vice chairman
12 of the State of Illinois --

13 JUDGE SLAVIN: Mr. Lines, Mr. Lines,
14 you're the one testifying, not some person
15 you're talking about. Let's stick to your
16 presentation, please.

17 THE WITNESS: So Pat McGarr and I both
18 signed the report as the impact study that we
19 prepared for the County that was provided. So
20 just going over her bio, as well as my bio, but
21 that's fine.

22 A. Here's my bio again. Again, certified general
23 real estate appraiser, an MAI. Again, we have
24 conducted impact studies of varying uses,

1 including, big box retail, transmission Lines,
2 truck terminals, overlay districts, and
3 landfills, where communities are concerned about
4 their impact on adjacent properties.

5 Just a brief solar industry overview. I'm
6 sure Geronimo has gone over this in detail
7 before. Illinois's 30th out of 50 as far as
8 ranking in the amount of solar that's been
9 installed. This is projected to grow because of
10 what the governor has put in for the 2025 plan.

11 We looked obviously first at the state of
12 Illinois to see if there were any existing solar
13 farms in the state that were of comparable size
14 and would have data that would enable us to
15 perform an impact study to begin with.

16 The largest is Grand Ridge Solar Farm. We
17 did conduct a study of that farm. The others
18 are a lot smaller and don't necessarily lend
19 themselves to being completely comparable to
20 where Eldena is located.

21 You'll note from the graph, as far as
22 annual solar installations are concerned, most
23 of the developments have been through, you know,
24 small residential. Not a lot of utility-scale

1 solar, like what has been projected.

2 So that means we need to go outside of the
3 state to find other comparable, you know,
4 agricultural, rural, and communities to try to
5 identify whether or not there's any impact in
6 those communities and believe that that's
7 applicable to what's going on in Eldena.

8 So does proximity to solar farms impact
9 property values? Our methodology is based on
10 what's written by Dr. Randy Bell. He's also an
11 MAI like myself. He talks in his book, Real
12 Estate Damages: Applied Economic and
13 Detrimental Conditions, with regards to how to
14 conduct proper impact studies.

15 And so one of the ways is through a
16 prepared paired sales analysis, which compares
17 essentially impact to property located in test
18 areas with unimpacted properties in control
19 areas. These areas are meant to be very similar
20 to one another. So what we do is, we make sure,
21 after we recognize what the test subject might
22 be, that we bracket that test sale area with a
23 control area. So similar size, similar acreage,
24 similar age, with the only difference being that

1 a control area is located much further away from
2 that existing solar farm.

3 So, again, looking at the test areas
4 compared to the control areas. Randy Bell talks
5 about that, "If a legitimate and detrimental
6 condition exists, there will likely be a
7 measurable and consistent difference between the
8 two sets of market data; if not, there will be
9 likely be no significant difference between the
10 two sets of data."

11 So in our impact studies, we are looking
12 at ranges of sale prices, differences in unit
13 sales, time on the market, overall
14 marketability, as well as rate of appreciation,
15 and new development. We would say that these
16 are really identifying statistics or
17 characteristics that really will base our
18 decision as to whether or not there is or there
19 isn't an impact.

20 So I'll give you some of the studies.
21 There are eight studies that we provided within
22 the report, and I'll try to go through these.
23 You'll start to get a sense of how we do it
24 after the first couple here.

1 So this is the Grand Ridge Solar Farm.
2 This is down in LaSalle County, in Streator,
3 Illinois. This is a 20-megawatt project that's
4 existed since 2013. So the first thing we do
5 is, we take the GIS, which is available to
6 everybody on local public websites. What we'll
7 do is, we'll identify every single property
8 that's right around that existing solar farm.
9 These are the closest properties. So if anyone
10 is going to be impacted, they would be impacted
11 the most.

12 So all of the properties that were around
13 this particular solar grid, Number 12, which is
14 circled there on the page, had sold after the
15 solar farm was developed. This was a small
16 home. And so we looked for other homes that
17 bracketed the size and the age, and that control
18 group was compared on a price-per-square-foot
19 basis. What we found with that, the adjoining
20 sale had a slightly higher price per square foot
21 than the median price for the controlled sales
22 group that we identified in the greater
23 community.

24 This particular home was about 479 feet

1 from the closest panel.

2 Solar Farm 2. This is a lot larger. This
3 is up in Minnesota. This is a really good
4 development to look at. This was a hundred
5 megawatts on a little over a thousand acres.
6 The project was announced in 2014 and opened a
7 couple years later.

8 You'll see that there are groups of homes
9 that are in the inside of this hundred-megawatt
10 utility scale project, including a couple which
11 have solar on, you know, three immediate sides
12 and, you know, a cluster of homes really in all
13 directions. There are a number of properties
14 that are around and inside of this particular
15 development.

16 So we identified four initial sales and
17 then a subsequent sale, compared them to groups
18 of homes that were located farther out, and we
19 found that the difference was nearly the same,
20 0.43 percent, when you looked at the adjusted
21 median price per square foot.

22 What's really interesting about all the
23 homes in the middle is that the developer, when
24 he first was going to develop the entire solar

1 site, believed that he would need these homes
2 for the development. And so what he did is, he
3 had each one of the homes that you see there
4 appraised. Then he went and he negotiated
5 separately with each of the individual
6 homeowners. He obviously paid a premium because
7 he was forcing them out of their homes.

8 Well, during the construction project, he
9 realized he didn't need the homes anyway. So he
10 put them all back on the market at the same
11 time. They all sold within 60 to 90 days, and
12 they all sold at prices that were higher than
13 the original appraisal.

14 We verified this with the local real
15 estate broker and with the county tax assessor.
16 Now, the tax assessor had conducted his own
17 impact study on whether or not this solar farm
18 was going to be a negative impact to the
19 community residents, and his analysis concurred
20 with ours -- even though they were done
21 completely separately -- that there was no
22 negative impact. And he put that online and
23 it's available to the public.

24 So, again, this is the second solar farm

1 that we studied now which does not show a
2 negative impact.

3 Number 3 is south of Indianapolis, in
4 Marion County. We actually looked at
5 agricultural prices, as well as residential.
6 This is an eight-and-a-half-megawatt output. So
7 it's a bit smaller. But what's really nice
8 about this study is that there were a row of
9 residential homes, the production home that was
10 right across the street, where you can see the
11 solar from the backyard.

12 So we looked at this group of sales in two
13 chunks: from 2014 and 2016, and again in 2017
14 and 2019, because there was a little bit of a
15 spike in this community. In both sections, when
16 we compared test area sales with control area
17 sales, we found a 2.18 percent difference the
18 first time and again a 0.65 percent. So not
19 negative and not overwhelming either.

20 After doing one of these impact studies
21 for a different county in Illinois, they had
22 asked us, What about the four and a half
23 percent? So we went back and, because of the
24 amount of data we had, we tracked the test area

1 sales, along with the control area sales, for
2 before and after the solar farm had been
3 erected. What we found was that the trend lines
4 for both the test areas and the control areas
5 were very similar and actually followed the FHFA
6 house price index for east north central, which
7 includes Indiana, Indianapolis. So this, we
8 feel, also demonstrates that there is no impact.

9 Another interesting thing about this
10 particular solar development is that after the
11 solar panels were erected, there was a row --
12 the narrow parcel that was obviously used for
13 row cropping and was subsequently developed with
14 a very large, \$450,000 home, with a really
15 massive inground swimming pool in the backyard,
16 and that house is about 150 feet from the panel.
17 So this tells us that the market is not deterred
18 by the fact that solar panels exist and they're
19 willing to develop, you know, a large and
20 significant investment into a residential
21 property just within 150 feet.

22 I have some other ones. I'll kind of go
23 through these a little bit faster, as you're
24 getting the sense of my presentation.

1 This one is in Lapeer, Michigan. It's
2 right in the middle of Michigan off of I-69.
3 These are two almost side by side. They measure
4 in total of just about 50 megawatts.

5 So, again, we looked at control sales and
6 test sales, and we found, you know, a very
7 negligible difference in favor of the homes that
8 were closer to the panels.

9 Again, because of utility scale, it's not
10 everywhere. So the next three are located on
11 the East Coast but in pretty rural areas. This
12 one is in North Carolina. Again, we did not see
13 a negative difference.

14 Here is another one in North Carolina.
15 This one is 61 megawatts. This had a negative
16 3.48 percent difference, which we felt was
17 tolerable. And so, you know, we did recognize
18 when there was a negative difference between the
19 test sale and the control sale areas.

20 Here's a third one in North Carolina.
21 Again, you see Number 23, which is pretty close
22 to the panel there. It showed a 2 percent
23 favor, representing a very small increase from
24 the test area versus the control.

1 And finally, this one is in Virginia.
2 Isle of Wight. Very agricultural community
3 right there. Very high home prices. Again,
4 this one showed a difference of less than
5 3 percent in favor of the residential home.

6 In conclusion, when we looked at all of
7 the eight studies, we saw a difference in a
8 range of negative 3.48 percent up to 7.46
9 percent, with an average variance in sale prices
10 of 2.16 percent, which we think is fairly
11 nominal. So based on our examination, research,
12 and analysis of these existing solar farms and
13 uses around them, we have concluded that there
14 is no consistent negative impact that has
15 occurred to adjacent property that could be
16 attributed to the proximity to the adjacent
17 solar farm.

18 Not only did we conduct this study, but we
19 talked to real estate brokers and all of the
20 county assessors where these solar farms exist.
21 Not one county assessor has said to us that they
22 have seen any measurable difference, even though
23 they have all that data in front of them, and
24 nobody has said that anybody has come to them

1 and asked for their assessment to be lowered
2 because they exist next to a solar farm.

3 All in all, outside of these eight studies
4 that we have performed, we have probably looked
5 at over two dozen different solar farms in
6 various states, including Hawaii, and have
7 measured and looked at the differences, and we
8 can't find any meaningful result that would
9 indicate that there was any negative impact on
10 adjacent real estate property values.

11 Thank you, and I am happy to take any
12 questions that you might have.

13 MS. KENNEDY: Thank you. Judge, I have
14 just a few more follow-up questions, if I may.

15 JUDGE SLAVIN: Sure.

16 Q. (By Ms. Kennedy:) Mr. Lines you prepared a
17 quite lengthy report based upon your findings.
18 Do you recall when you issued this report?

19 A. We probably started preparing it a couple
20 months ago, when Geronimo reached out to us.
21 Some of the studies that we have been working
22 on, we have been looking at for a couple of
23 years. I think our final report was issued a
24 couple weeks ago.

1 Q. And you personally assisted in the issuance of
2 this report; is that correct?

3 A. That's correct. I had my hands on all the
4 data, I personally inspected some of the solar
5 farms that we looked at and helped write the
6 report.

7 Q. And in that same token, you prepared your own
8 slide sets for tonight; is that correct?

9 A. That's correct.

10 Q. And did you do so in anticipation of tonight's
11 hearing?

12 A. I did.

13 MS. KENNEDY: Judge, at this time I would
14 like to admit Exhibits 4 and 5 into evidence,
15 please.

16 JUDGE SLAVIN: Done.

17 Q. (By Ms. Kennedy:) Mr. Lines, you testified
18 earlier about the governor's 2025 plan. Can you
19 expound on that generally?

20 A. Yes. To the best of my knowledge, Governor
21 Rauner had instituted an economic plan to grow
22 jobs and investments from renewable sources. So
23 that 25 percent of all of the electricity
24 generated within the state of Illinois had to

1 come from renewable sources, and that took in
2 the form of community solar projects, utility
3 scale project, and, you know, small
4 single-family solar on top of residences. There
5 are three different programs that that 2025 plan
6 encompasses.

7 Q. And what, if anything, can you tell me just
8 briefly about the characteristic of the
9 surrounding neighborhood for this project?

10 A. Well, this is a utility scale project. So it's
11 the larger of the different projects that are
12 under the plan.

13 Q. In your professional opinion, the proposed
14 Variances, if allowed, would they be in good
15 harmony with the surrounding neighborhood?

16 A. Yes, I believe that they would.

17 Q. And in your experience, do you have any
18 concerns about the Variance requests concerned
19 within the petition?

20 A. No, I do not.

21 Q. Do you have any concerns about any properties
22 being surrounded on three or three and a half
23 sides of this project?

24 A. I know it's concerning. Based on the evidence

1 that we saw in the Chisago County, Minnesota,
2 the North Star development site, where there
3 were other homes that had solar on three sides,
4 I don't think it will be that big of an issue.

5 I know that in the past, what I have seen
6 from other solar developers, they are willing to
7 work with adjacent property owners to figure out
8 the best way, if there is any mitigation, maybe
9 in the form of additional landscaping or things
10 of that nature.

11 Q. Do you have anything else that you would like
12 to add?

13 A. Not right now. Again, I know I'm going to be
14 littered with questions here, so I'm going to
15 hold on and take them as they come one at a
16 time.

17 MS. KENNEDY: I have nothing further, Your
18 Honor.

19 JUDGE SLAVIN: Thank you.

20 All right. Turning to cross-examination.
21 I'm going to mix it up a little.

22 Mr. Boonstra?

23 MR. BOONSTRA: No, Your Honor.

24 JUDGE SLAVIN: Ms. Duffy?

1 MS. DUFFY: No.

2 JUDGE SLAVIN: Mr. Forster?

3 MR. FORSTER: No.

4 JUDGE SLAVIN: Mr. Buhrow?

5 MR. BUHROW: No.

6 JUDGE SLAVIN: Mr. Pratt?

7 MR. PRATT: Yes, I have one quick
8 question.

9 JUDGE SLAVIN: Sure.

10 EXAMINATION

11 BY MR. PRATT:

12 Q. Did you do a productivity index analysis of the
13 property?

14 A. We look at productivity indexes almost always
15 when we're looking at development of farmland.
16 So that's -- you know, we look at all the maps,
17 surety maps, and we know that that's how
18 farmland gets sold.

19 Q. What was the result?

20 A. You know, it's good farmland. Most of the
21 state of Illinois is.

22 Q. What was the composite for the productivity
23 index number?

24 A. It was pretty good. I don't remember it off

1 the top of my hand -- top of my head, I'm
2 afraid, but I'm sure it's pretty high.

3 Q. Is it a possibility that you could get us that
4 number?

5 JUDGE SLAVIN: No, he's going to testify
6 tonight -- yeah, go ahead and answer the
7 question. Meaning -- I'm going to rephrase the
8 question, Mr. Lines -- is there a possibility
9 you can get us that number tonight?

10 A. It would -- I don't know if I can get you that
11 number by 9:30, especially because there will be
12 probably a lot of other questions asked, but
13 I'll try to do my best.

14 MR. PRATT: No further questions.

15 JUDGE SLAVIN: Mr. Bothe?

16 MR. BOTHE: No questions.

17 JUDGE SLAVIN: Mr. Hughes?

18 MR. HUGHES: No questions.

19 JUDGE SLAVIN: Mr. Meyer?

20 MR. MEYER: Yes.

21 EXAMINATION

22 BY MR. MEYER:

23 Q. Why didn't you use comparables larger than the
24 Eldena project?

1 A. Was the question, why didn't we use comparables
2 from Eldena in --

3 JUDGE SLAVIN: No. The question is, why
4 didn't you use projects larger than the Eldena
5 as comparables?

6 A. Because there aren't any that are developed
7 that lend themselves to study. Right now we're
8 at the process of larger utility scale projects
9 being approved, but they're not yet existing.
10 And, you know, my work means I have to wait for
11 transactions to occur. So I can't address and
12 study homes that -- where nothing has sold
13 because literally the solar farm just got
14 developed yesterday. It's a difficult process.

15 I can tell you that I have witnessed
16 approval in other counties and in other states
17 for projects as large as 275 megawatts.

18 Q. (By Mr. Meyer:) Do you have any results on
19 those?

20 A. Again, that was just the approval. They
21 haven't -- they are not existing and operating
22 yet. So it's hard for me to measure exactly
23 what the data points are until the data points
24 happen.

1 Q. I'm sure you're aware of the property that's in
2 the center of this farm -- or this solar
3 project, and it's surrounded on four sides. And
4 you have stated that six out of seven of the
5 comparables actually had higher values than
6 before the wind farm. How much would that one
7 landowner expect to gain in his value of his
8 property after the wind farm -- the solar farm
9 is built?

10 A. I'm sorry, I'm going to have to take that in
11 chunks. Please forgive me, I can't hear you as
12 well, and I'm sure you can't --

13 JUDGE SLAVIN: Well, don't answer the
14 question.

15 Mr. Meyer, if you would ask one question
16 at a time, that would help.

17 Q. (By Mr. Meyer:) How much more would the
18 property be worth in the center of the solar
19 farm because it's covered -- or surrounded by
20 four sides?

21 A. That's -- North Star Solar Farm in Chisago
22 County, Minnesota.

23 JUDGE SLAVIN: I'm sorry, your voice cut
24 out.

1 A. The solar farm that we studied that had it on
2 four sides, as I presented earlier, is the North
3 Star Solar Farm in Chisago County, Minnesota.

4 Q. (By Mr. Meyer:) So this property should
5 appreciate a similar amount?

6 JUDGE SLAVIN: Is that correct?

7 A. Did it appreciate in a similar amount?

8 JUDGE SLAVIN: No.

9 Q. (By Mr. Meyer:) No. Should the property --

10 JUDGE SLAVIN: Just -- Mr. Meyer asked, so
11 this property should appreciate in a similar
12 amount; is that correct?

13 A. That's correct. You're absolutely correct,
14 yes. All of the adjoining property to Eldena
15 should generally appreciate consistent with the
16 pattern of appreciation in the general area.
17 That's a great -- and if anything, you know,
18 what we see when we looked at a sale of homes in
19 different communities is that they all tend to
20 have this same fact in common, and that is that
21 people will pay more to be in areas that have a
22 good school district. And what we find with
23 good school districts is that they are generally
24 well-funded.

1 provided a report which showed significant bias.

2 JUDGE SLAVIN: Any other questions,
3 Mr. Richard? Mr. Richard, any other questions?

4 MS. DUFFY: Any other questions?

5 MR. RICHARD: No.

6 JUDGE SLAVIN: Okay.

7 MR. RICHARD: It's not satisfactorily
8 answered, but. . .

9 JUDGE SLAVIN: You don't have to make --
10 no editorial comment. You just ask the
11 question, you get an answer.

12 As long as you're right there, Ms. Duffy,
13 the lady in the blue Cubs. I can't remember her
14 name. Hall, I think.

15 MS. HALL: Lisa Hall, yes.

16 EXAMINATION

17 BY MS. HALL:

18 Q. So I seen in your presentation that you
19 supplied that in Solar Farm Number 2 that four
20 of the properties were sold for development.
21 Can you explain what development? I mean, since
22 you're putting that in your --

23 JUDGE SLAVIN: No, don't editorialize.
24 Just ask the question. Asking questions is

1 hard, I have acknowledged that all along, but
2 just ask the question.

3 Q. (By Ms. Hall:) I just want to know, the four
4 properties that were put in here that were sold
5 for development, what was the development after
6 the properties were sold? Did more solar farms
7 go in?

8 JUDGE SLAVIN: No, just stop there.
9 That's the question.

10 A. I understand your question. So these were
11 single-family homes that the developer was
12 concerned about, and so he bought them all
13 because he thought he would tear them down and
14 put in the panels. What ended up happening was
15 that he was able to get other, additional
16 farmland next to it so he could get to the
17 hundred megawatts. He didn't have to tear down
18 the homes. Instead, he put them all back on the
19 market in the same condition that they were in
20 when he acquired them in the first place.

21 Q. So the homes still stand?

22 A. The homes remain. They were there before and
23 they are there after.

24 And what's great about it is that one of

1 the original residents actually bought his home
2 back at a discount. So that guy made out
3 pretty -- pretty well.

4 Q. He bought it back at a discount, how is that
5 a -- you said that they -- or at market value,
6 but he bought it back at a discount. How is
7 that --

8 A. Sorry, easily misrepresented.

9 The developer paid a premium for the home.
10 The gentleman bought his home back at a price
11 that was less than the premium paid by the
12 developer, but all the prices -- the first price
13 would have been well above market and the second
14 price --

15 JUDGE SLAVIN: Just answer the question.
16 Answer the question.

17 He answered the question. Any other
18 questions, Ms. Hall?

19 MS. HALL: No, I'm done.

20 JUDGE SLAVIN: Okay. Other questions? My
21 right.

22 EXAMINATION

23 BY MR. POPOVICH:

24 Q. My question is, have you ever, in any of your

1 studies, found that a house would be or has been
2 negatively impacted?

3 A. Yes, absolutely. So when we look at impacts,
4 we always see it where there is some kind of
5 physical impact on a property. So a new
6 encumbrance or, say, your home is now only
7 10 feet from the road and you have excessive
8 truck traffic and your home shakes, or you're
9 next to a quarry and that quarry has a blasting
10 and you feel the ground shake and you have got
11 dirt spilled up on you, those we always see as
12 very easily discernible negative impacts.

13 You don't see that as often with just
14 viewshed, and I think that relates to how
15 different people like different things and also
16 that the priorities that you have when you buy a
17 home are varied. It's about where you are and
18 it's also about how nice the kitchen looks and
19 is the bathroom big enough for me and, you know,
20 do I get enough light in my bedroom windows?

21 So all of those other considerations also
22 drive what somebody might be willing to pay for
23 something.

24 Q. You talked about the Variances that are being

1 asked for on this property. Did you physically
2 walk this property?

3 A. You know, I didn't necessarily have permission.
4 I know that some of the Variances are in the
5 areas which are particularly --

6 JUDGE SLAVIN: Mr. Lines, just answer the
7 question. He asked you, did you walk the
8 property Variances?

9 A. I didn't walk the property. I drove around it.

10 Q. (By Mr. Popovich:) On the paperwork I was
11 provided where it shows for Solar Farm Number 3,
12 you're showing the estimated value of the home
13 at \$450,000. Do you know what the value of the
14 house was before the solar farm was there?

15 A. So the home wasn't there before the solar farm.
16 The solar farm was there before the home.

17 Q. Okay.

18 A. The home cost estimate was 450,000. I believe
19 it did transfer subsequently for a little bit
20 more than that.

21 Q. Okay. And just to confirm, you had said
22 earlier, having a piece of property that is
23 surrounded on all four sides would not
24 negatively impact the price of the house?

1 JUDGE SLAVIN: Is that correct?

2 A. I don't have --

3 JUDGE SLAVIN: Just a minute, Mr. Lines.
4 That's not a question. Just try and follow it
5 up with, "is that correct." Okay. Let's start
6 again.

7 Q. (By Mr. Popovich:) I was just looking to
8 confirm, are you saying it is correct that a
9 house surrounded on all four sides with the
10 solar farm would not negatively impact the price
11 of the house?

12 A. I don't have any data to substantiate that it
13 would, so no.

14 MR. POPOVICH: Thank you.

15 JUDGE SLAVIN: Any other questions?

16 My left, lady in the Cubs mask. Would you
17 state your name first and community, please.

18 MS. SHIPPERT: Marilyn Shippert, Dixon
19 area. I am County Board member in the district
20 where this solar farm is proposed.

21 EXAMINATION

22 BY MS. SHIPPERT:

23 Q. My question is, what is the range of setbacks
24 from the solar project on the homes that you

1 classified as adjoining?

2 A. Sure. We saw the average feet from panel to
3 lot range from a low of 135 to a high of 420
4 feet, and the average feet from panel to house
5 was a low of 180 linear feet to a high of 615
6 feet.

7 MS. SHIPPERT: Thank you.

8 JUDGE SLAVIN: Any other questions? Any
9 other questions? No, I'm asking her.

10 MS. SHIPPERT: No, I am done.

11 JUDGE SLAVIN: Okay. Thanks.

12 Other folks, raise your hand. Yes, sir,
13 front row. Mr. Lusz.

14 EXAMINATION

15 BY MR. LUSZ:

16 Q. Good evening, sir. Have you researched layouts
17 of SESSs, how they're -- have you researched the
18 layout of these SESSs that you have studied?

19 A. Have I researched the layouts?

20 Q. Yes, sir. In the perimeters --

21 JUDGE SLAVIN: No, guys. This is not a
22 roundtable talk.

23 MR. LUSZ: I'm sorry.

24 JUDGE SLAVIN: That's not your fault.

1 That's the witness's fault.

2 Just answer the question. If you don't
3 understand the question, just say you don't
4 understand the question.

5 A. I'm sorry, I'm looking for -- yeah, would you
6 please repeat the question?

7 JUDGE SLAVIN: Sure.

8 Q. (By Mr. Lusz:) Have you researched the
9 perimeters of the SESs that are in your examples
10 in these papers?

11 A. When you say researched the -- I don't know if
12 I understand "the SES."

13 Q. The solar --

14 JUDGE SLAVIN: SES stands for solar energy
15 system.

16 A. Oh. We don't know all of the specifics for
17 every system, no. We know what the general size
18 is, and usually if it's a single-axis tracker or
19 the fixed.

20 Q. How does the perimeter of an SES impact your
21 valuations that you make?

22 A. I look at all solar. I don't try to quantify
23 the differences between the types of projects
24 that they are.

1 Q. Are you familiar with the Eldena Solar
2 deployment plan -- I'm sorry. Let me reword
3 that.

4 Are you familiar with the perimeter plans
5 of the Eldena Solar Project?

6 A. I mean, I'm generally familiar with fencing
7 and, you know, a limited amount of landscaping
8 and buffer area.

9 Q. Are you familiar with the type of fence that's
10 going to be used on the Eldena Solar Project?

11 A. My understanding is that it will be a 6-foot
12 fence with 1 foot of wire on top of it.

13 Q. In your valuations, have you ever evaluated a
14 home with that type of fence around the
15 perimeter?

16 A. We've seen different types of fencing on a wide
17 variety of solar farms, and we have seen fences
18 around solar farms that we have done studies
19 that have barbed wire on the top.

20 Q. And how did that impact the valuation that you
21 performed?

22 A. We did not see that there was an impact.

23 Q. The North Star location, what is the setback in
24 that instance from solar panel to house?

1 A. The average feet from panel to house, 425 feet,
2 and the average feet from panel to lot line was
3 140.

4 JUDGE SLAVIN: You cut out the last --
5 just the last word you said, Mr. Lines.

6 THE WITNESS: 140, 1-4-0.

7 JUDGE SLAVIN: Thank you.

8 Q. (By Mr. Lusz:) How do setbacks impact the
9 valuations that you make?

10 A. We might try to understand and see if there's a
11 pattern where you have, you know, excessively
12 tight distance between the lot lines and the
13 house lines.

14 Because we are doing a proximity study,
15 one might think that the closer you are that the
16 more impact you would feel, but I think what our
17 studies have shown, despite having fairly close
18 proximate and short distances, that there still
19 is no impact.

20 Q. Have you studied any SES that has had a 15-foot
21 setback from property lines?

22 A. I have been a part of and seen applications
23 that were approved from other counties with
24 setbacks that were almost that small. I don't

1 know if -- I don't think any of the studies here
2 have one that's 15 feet. I think generally most
3 of them are at least 30 to 50.

4 Q. Are you familiar --

5 JUDGE SLAVIN: Yours went dead too. Mine
6 did too. Just hold on. I want everybody to be
7 able to hear.

8 MS. DUFFY: Everyone's just went dead.

9 JUDGE SLAVIN: Never mind. Well, we'll
10 make this a break time. Everybody relax, not
11 that you're not relaxed already. But I
12 encourage you to keep your social distance --
13 wait a minute.

14 MS. DUFFY: You're on.

15 JUDGE SLAVIN: Does yours have a button on
16 the front, Mr. Lusz?

17 MR. LUSZ: It does. It's yellow.

18 MS. DUFFY: What's the number on that?

19 MR. LUSZ: Number 11, lucky number 11.

20 JUDGE SLAVIN: All right, Mr. Lusz.

21 Mr. Lines, can you still hear us?

22 MR. LUSZ: Yes.

23 JUDGE SLAVIN: No. Mr. Lines.

24 THE WITNESS: I can hear you.

1 JUDGE SLAVIN: Okay. Mr. Lusz.

2 Q. (By Mr. Lusz:) Were you familiar with any
3 other SESs that might be being developed in
4 proximity to these homes that you evaluated?

5 A. I'm not sure of one.

6 Q. How -- no, I don't -- I lost my train of
7 questioning.

8 MR. LUSZ: I'm done here.

9 JUDGE SLAVIN: Okay.

10 MR. LUSZ: Thank you.

11 JUDGE SLAVIN: Other questions, by raise
12 of hand?

13 Seeing none, I turn to the Zoomers.

14 THE WITNESS: Sir, I do have an answer to
15 that question about the property index.

16 JUDGE SLAVIN: Okay. I'll let you answer
17 that. The question pending was I think from
18 Mr. Pratt, and I think it was, what was the CPI
19 of the proposed project.

20 MR. PRATT: Just PI.

21 JUDGE SLAVIN: Huh? PI.

22 MR. PRATT: Just PI.

23 JUDGE SLAVIN: Yeah.

24 THE WITNESS: It's 118.51, which just gets

1 it into the Class B soil class, which is good.
2 Class B rating is between 117 and 132.

3 JUDGE SLAVIN: Okay. Thank you.

4 Zoomers, Alice, if you'll unmute the
5 folks, please.

6 People on Zoom, if you have a question, I
7 encourage you to hit the icon, raise hand. If
8 you're on the phone, star nine. On the other
9 hand, if none of that works, turn your audio on,
10 because Alice has you unmuted, and just start
11 talking and a yellow box will appear around you.
12 I'll give it a few seconds again.

13 Nothing, Alice?

14 MS. HENKEL: (Shakes head.)

15 JUDGE SLAVIN: Okay. Folks, thank you.

16 Mr. Lines, you are complete.

17 THE WITNESS: Thank you, sir.

18 JUDGE SLAVIN: It is 9 o'clock,
19 Ms. Court- -- Ms. Courtney. Ms. Kennedy, do you
20 have any other witnesses tonight or at the next
21 session?

22 MS. KENNEDY: I do not, Your Honor.

23 JUDGE SLAVIN: Okay. Then we'll recess
24 this hearing for tonight.

1 At the next session, Ms. Duffy, you have
2 the opportunity to present witnesses, and then
3 interested parties.

4 And, interested parties, that's your
5 opportunity to present witnesses you might have
6 other than yourself, people you want to call to
7 the witness stand and ask questions. It also
8 includes, of course, your own testimony, and
9 that's your testimony under oath about facts.

10 And I remind everybody what I explained at
11 the very beginning, and that is, it's three
12 stages. You don't want to testify, but you want
13 to give your opinion, you want to urge the Board
14 what to do, that will be the closing statements
15 or public comments.

16 If you choose to testify or if you have
17 witnesses you want to testify, remember, they'll
18 be put under oath and they're confined to
19 testifying about facts. I just want you to keep
20 that all in mind.

21 And we'll see you on Monday night, the
22 17th, a week from yesterday, here at the Old Lee
23 County Courthouse. Recess for six days.

24 (The hearing was recessed at

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On this 11th day of August, A.D., 2020, I do signify that the foregoing testimony was given before the Lee County Zoning Board of Appeals.

Bruce Forster, Chairman

Dee Duffy,
Zoning Enforcement Officer

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