

STATE OF ILLINOIS
WASHINGTON COUNTY ZONING BOARD OF APPEALS

**ADDISON SOLAR, LLC
APPLICATION FOR A SPECIAL USE PERMIT**

2/26/2026
7:30 P.M. - 10:10 P.M.

TEMPORARY ZONING ADMINISTRATOR:
Linda Tragesser (SIMAP)

HEARING FACILITATOR:
Scott Kains, Esq.

WASHINGTON COUNTY ZONING BOARD MEMBERS:
Dwayne Mulholland - Chairman
Clarence Gogolek
Mike Chwasczinski
Pat Rensing (not present)
Devin Clary
Luke Borrenpohl
Bruce Schneider (not present)

COUNSEL FOR THE WASHINGTON COUNTY BOARD:
Andrew J. Keyt, Esq.
Alex Rives, Esq.

COUNSEL FOR THE APPLICANT:
Sean Pluta, Esq.

Courtney Orman, CSR
Official Court Reporter
IL License No. 084-004628

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MR. MULHOLLAND: We're going to go ahead and call this meeting to order. We need a secretary.

Do you want to call roll call? There we go.

MR. CLARY: Roll call.

Dwayne Mulholland.

MR. MULHOLLAND: I'm here.

MR. CLARY: Butch Gogolek.

MR. GOGOLEK: I'm here.

MR. CLARY: Luke Borrenpohl.

MR. BORRENPOHL: Here.

MR. CLARY: Devin Clary.

Here.

MR. MULHOLLAND: Okay. It looks like we have four present. Do we have a motion to approve the minutes as sent in the mail?

MR. BORRENPOHL: I'll make a motion.

MR. MULHOLLAND: Is there a second?

MR. CLARY: I'll second.

MR. MULHOLLAND: All those in a favor say "aye".

MEMBERS OF THE ZBA: (Unanimous "aye")

MR. MULHOLLAND: Motion carries.

At this time, I'm going to turn the meeting over to Scott Kains, and if you want to go ahead and do your thing.

MR. KAINS: All right. Very good. Thank you,

Mr. Chairman.

Good evening, folks. This is a public hearing with respect to a Special Use Permit submitted by Addison Solar, LLC, which it's my understanding is a subsidiary of Cultivate Power and requesting a Special Use Permit from Washington County to develop a solar project in the area around Okawville.

First of all, since this is a public hearing, I want it to be very clear that the public is allowed to be heard. I often have people say: Public hearings don't mean anything, but they do to this guy. I've been a public hearing facilitator for the last eight years. I've conducted public hearings in approximately 15 Illinois downstate counties. I'm a licensed attorney for 34 years, and I'm from Springfield -- don't hold that against me, because most Springfield people don't like what's going on there either, but my job is to facilitate a hearing, so I'm kind of like a de facto judge in this hearing, and the jury are these four gentlemen seated over here, members of the Washington County Zoning Board of Appeals.

When I say everybody has a chance to be heard, this is how it works. You'll have an opportunity to testify. The Applicant will go first. The Applicant has the burden of proof, so the Applicant will go first.

1 It's my understanding in a conversation with Mr. Pluta,
 2 their attorney, that they're planning on having at least
 3 one witness and perhaps as many as four witnesses who
 4 will testify. How it works is they will testify. Mr.
 5 Pluta will be able to ask them questions, and then there
 6 will be an opportunity for other folks to ask questions,
 7 and I will call on folks in order, and basically in
 8 groups or classifications. The first questions for each
 9 witness will come from members of the Zoning Board of
 10 Appeals. There will be other questions allowed for
 11 persons who are members of a unit of local government,
 12 including a school district if there is anyone here on
 13 behalf of the local school district. Then other
 14 interested parties, that's general citizenry, will have
 15 the opportunity to ask questions of each witness, and
 16 then Washington County staff and consultants will have
 17 their opportunity for questions, and it will go on like
 18 that for each witness, and the final questions for each
 19 witness, again, will come from members of the Zoning
 20 Board of Appeals, so they have the first questions and
 21 they have the last bite at the apple.

22 I've introduced myself. Other people on the dais
 23 in front of you, we have Linda Tragesser and Tom Miller.
 24 They are with the Southwestern Illinois Metro & Regional
 25 Planning Commission. They are here on behalf of the

1 this zoning board will make findings of fact concerning
 2 the evidence, and then we'll approve or deny any permit
 3 conditions that will go along with the supplemental use
 4 permit, and those conditions are extremely important,
 5 and you'll find out as we go along through Mr. Keyt,
 6 counsel for Washington County, about these potential
 7 permit conditions, and then the zoning board will have
 8 the opportunity to make a vote on a recommendation that
 9 will go then to the full Washington County Board.

10 So, with that said, I mentioned -- I referenced
 11 Mr. Sean Pluta, P-L-U-T-A. Mr. Pluta is an attorney
 12 from St. Louis, and he represents the Applicant, in this
 13 case Addison Solar, and, Mr. Pluta, you have an
 14 opportunity, if you wish, to make an opening statement,
 15 just a few minutes, with an overview of the case.

16 MS. TRAGESSER: May I interject?

17 MR. MULHOLLAND: Scott, do you need to swear
 18 everybody in?

19 MR. KAINS: I'll swear witnesses in as they come
 20 up one at a time.

21 MR. MULHOLLAND: Okay.

22 MR. KAINS: And, Mr. Pluta, before I have you
 23 with an opening statement, Mr. Keyt, I do have something
 24 for you, but hang on just a second.

25 Yes, Ms. Tragesser.

1 Washington County Zoning Department.

2 Then to my right, your left, is Mr. Andrew Keyt,
 3 Ms. Alex Reeves, and Mr. Brian Tuck. They are with the
 4 law firm of Heyl Royster out of their Peoria office, and
 5 they represent the Washington County Zoning Board of
 6 Appeals and the Washington County Board. Also, this
 7 nice lady in front of you all is Courtney Orman. She is
 8 an Official Court Reporter. She takes down everything
 9 that is said, and so when we're talking, not everybody
 10 gets to talk all at the same time. How we'll do it, so
 11 Courtney can take everything down one at a time, and I
 12 monitor that, because otherwise her job is virtually
 13 impossible if two or three or four people are talking
 14 all at the same time, and you've met the gentlemen
 15 through the roll call, but Mr. Gogolek, Mr. Borrenpohl,
 16 Mr. Mulholland, and Mr. Clary are the four people who
 17 will make a decision on whether this project will go
 18 forward. What we have tonight is the opportunity for
 19 there to be testimony, cross-examination by the general
 20 public and others, and then the general public will be
 21 allowed to testify as well subject to cross-examination
 22 by other persons here.

23 All right. At the conclusion of the hearing --
 24 whether that's tonight or another hearing. We're going
 25 to try to get through it as expeditiously as possible --

1 this zoning board will make findings of fact concerning
 2 the evidence, and then we'll approve or deny any permit
 3 conditions that will go along with the supplemental use
 4 permit, and those conditions are extremely important,
 5 and you'll find out as we go along through Mr. Keyt,
 6 counsel for Washington County, about these potential
 7 permit conditions, and then the zoning board will have
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21 MR. MULHOLLAND: Okay.

22 MR. KAINS: And, Mr. Pluta, before I have you
 23 with an opening statement, Mr. Keyt, I do have something
 24 for you, but hang on just a second.

25 Yes, Ms. Tragesser.

1 MS. TRAGESSER: I just wanted to ask if there's
 2 anyone who has not signed in, we need everyone here to
 3 sign in, please.

4 MR. KAINS: Sign-in sheet is at the podium,
 5 folks.

6 All right. Mr. Keyt, I'm going to go to you
 7 first before opening statement. Could you please
 8 identify the application and the applicant for which the
 9 hearing that has been set?

10 MR. KEYT: Yes. So, the application has been
 11 noticed for hearing. The applicant is Addison Solar,
 12 LLC, a limited liability company owned by Cultivate
 13 Power, LLC. The project is for a 5-megawatt AC project
 14 located at about 14736 Hen House Road, Okawville,
 15 Illinois. The Property ID Number is 12-06-22-100-001.
 16 The project -- the landowner for the project is Larry
 17 and Mary Aholt. It is approximately a 5-megawatt AC
 18 project, and the estimated term of the special use would
 19 be 30 years.

20 MR. KAINS: Thank you, Mr. Keyt, and have the
 21 necessary fees been paid by the Applicant and has notice
 22 of the public hearing been published and mailed in
 23 accordance with law?

24 MR. KEYT: Yes, it has.

25 MR. KAINS: All right. Very good. Very good.

1 Thank you.

2 All right. With that, we'll dispense with all of
3 the rules and procedures, and that part that Mr. Keyt
4 just answered has to be in the record otherwise this
5 isn't happening.

6 All right. Opening statement, if you will,
7 please. Thank you, Mr. Pluta.

8 MR. PLUTA: Sure. Hi. My name is Sean Pluta. I
9 would ask if everyone can hear me okay?

10 MR. KAINS: Yes.

11 MR. PLUTA: So, I'm an attorney from Posinelli in
12 St. Louis. I represent the Applicant, which is Addison
13 Solar, which is a subsidiary of Cultivate Power. With
14 me today is Bernardo Urdaneta from Cultivate Power.
15 He's the project developer and will be able to tell you
16 more about the site, about Cultivate as a developer,
17 Addison Solar, and everything basically you need to know
18 about the project. Also with me are three engineers
19 from Westwood. They were the project engineers, so
20 they're the ones that draw all of the site plans. They
21 are the ones that provide all the engineering materials,
22 and their firm is the one that produced the engineering
23 stamps to all the official documentation. So, there are
24 three. They're all going to cover distinct areas, but I
25 understand there's some level of crossover between their

1 roles, so if they do need to refer to somebody else,
2 they might, you know, ask you to direct your question
3 towards one of their colleagues, but generally speaking,
4 Matthew Heimerman is going to speak about the site plan
5 and about basically the engineering design of the
6 project. Alli Leach is going to talk about
7 transportation and drainage concerns, and then last,
8 Kelly McKeough will cover the decommissioning plan and
9 how we came up with our calculations for decommissioning
10 cost.

11 The most important thing for us is we have an
12 opportunity to answer questions that you have about our
13 project. You know, we're going to do our best to be
14 short with our time so that, you know, people can have
15 time to ask questions. So, we're going to give some
16 background detail of the project and a little background
17 as to what each witness is able to cover, but we'll rely
18 on you all to ask questions that are important to you.

19 Just to give a little background about what we
20 have presented so far and then what you'll hear more
21 about tonight, as you probably all know, there's a state
22 law that regulates how counties regulate solar farms.
23 That's 55 5-12020. It's the County Code of the Illinois
24 Code. Washington County has a Section 714 of their
25 code, which is basically the County's response to what

1 the State allows, which is a solar ordinance that any
2 applicant has to follow in order to be approved for a
3 special use permit. We have submitted in an application
4 -- mine is in a binder. I understand you have a big
5 spiral notebook. It's 400 pages of us showing that
6 we've documented everything that we needed to under your
7 solar ordinance.

8 A couple documents that I point out to within
9 this, one is Exhibit E. That's the site plan. Bernardo
10 is going to have a PowerPoint display that shows you the
11 site plan, but often that is the first and most
12 important slide people want to see. The next one I'll
13 point to is Exhibit J, which is the Agricultural Impact
14 Mitigation Agreement. That's one of the most important
15 binding contracts that we have to enter into on the
16 developer side. Essentially, any solar project that's
17 being built after the passage of 12020 has to sign an
18 agreement with the Illinois Department of Agricultural
19 that regulates how the process -- how the project will
20 honor the ground that it sits on. Obviously, a lot of
21 these projects are being built on agricultural land, and
22 it's important to the State of Illinois that once the
23 project has been decommissioned that the land is, you
24 know, able to be used again for agricultural uses. So,
25 it regulates things like how we manage our topsoil. It

1 regulates how decommissioning happens so that the soil
2 is in place and it can be used again for farming, and it
3 also regulates how we honor and respect the land to the
4 people next to us. So, if we do anything that harms
5 their land, that we have an affirmative obligation to
6 fix it, and built off of that is our decommissioning
7 plan, which you'll hear more about from Kelly, but is
8 basically our commitment that we have to the county to
9 make sure that we decommission in a way that respects
10 the land and everybody that's involved in this process.

11 If you have any questions about where a term of
12 your ordinance is answered or addressed in the
13 application, please feel free to ask me or any of the
14 witnesses, and we'll get you an answer. You know, last
15 -- at the end of this, you'll be called to look at the
16 hearing factors and also whether or not our application
17 meets the terms of your solar ordinance. We believe
18 that our application is complete and that we've met all
19 the terms of your solar ordinance, and we think that the
20 testimony that we provide and the evidence that's in our
21 application show that we meet each of the hearing
22 factors, which are generally speaking ones that are
23 aimed at determining whether we respect the land that
24 we're on, that we respect the community that we're in,
25 and that we've built a project that conforms with state

1 law.

2 So, if you have any questions for me, I am happy
3 to take them now. I'm also happy to reserve some time
4 at the end if there are legal questions that need to be
5 answered, and aside from that, with your permission, for
6 each of our witnesses, I'm not going to engage in
7 standard direct question-and-answer testimony. I'm just
8 going to have them give their presentations and be
9 responsive to any questions that anybody asks.

10 MR. KAINS: That's fine, Mr. Pluta. They can
11 give a presentation, but I will afford you the
12 opportunity to ask any follow-up questions as part of
13 direct examination, so --

14 MR. PLUTA: Thank you.

15 MR. KAINS: -- keep that in mind.

16 With that, you may call your first witness.

17 MR. PLUTA: I call Bernardo Urdaneta.

18 MR. KAINS: Okay. Mr. Urdaneta, what I'd like
19 you to do -- you can get that started -- have you take
20 the witness stand right here, that way if there's folks
21 questioning you, they can address you from the podium,
22 but you can be heard and that way you can talk directly
23 to the members of the Zoning Board of Appeals and the
24 public. Is it not going to work from over here?

25 UNIDENTIFIED SPEAKER: Turn it on.

1 MR. URDANETA: Okay. Yes.

2 MR. KAINS: First of all, Mr. Urdaneta, would you
3 please raise your right hand to be sworn?

4 (Witness sworn.)

5 MR. KAINS: Okay. Very good. Have a seat.

6 Sir, could you please state your name, spelling
7 first and last names for the record?

8 MR. URDANETA: Yeah. Good evening. My name is
9 Bernardo Urdaneta.

10 MR. KAINS: Could you spell those names?

11 MR. URDANETA: Sure. My first name is
12 B-E-R-N-A-R-D-O. Last name, U-R-D-A-N-E-T-A.

13 MR. KAINS: All right. Very good. Go ahead with
14 your testimony then, Mr. Urdaneta.

15 MR. URDANETA: Thank you.

16 Yeah, so good evening. My name is Bernardo
17 Urdaneta. I'm the project developer with Cultivate
18 Power, the parent company of Addison Solar.

19 I'd like to begin with an overview of first
20 Cultivate Power and then of the project. So, Cultivate
21 Power is a developer of solar energy projects,
22 specifically community solar projects. We've been
23 working in Illinois since the passing of the State law
24 of the siting law, and we've developed about 30 projects
25 in the state from Rockford to Johnson County. We have

1 six projects that have been built, and we have another
2 15 projects that are in -- under construction and
3 another dozen or so at different stages of development.

4 In terms of the Addison Solar project, as was
5 previously stated, this is a proposed 5-megawatt AC
6 ground mount project that would be using solar
7 photovoltaic technology, mounted on single-axis trackers
8 that will be tracking the sun during the day. The
9 proposed project area is 34 acres out of a 79-acre
10 parcel located at the intersection of Hen House Road and
11 5th Street Road in Okawville, and we anticipate that
12 project will generate about 8 million kilowatt hours of
13 electricity per year, which we estimate is enough to
14 power 900 single-family homes. Within the project area,
15 we will be planting native pollinator grasses, which
16 will help maintain the soil and prevent erosion. We
17 estimate the project will generate a significant
18 addition of tax revenue that benefit the school
19 district, the county, and the fire protection district,
20 and a few other entities, and we also create prevailing
21 wage jobs during construction, and then it provides also
22 the option for members to subscribe to the output of the
23 facility. I can go into that if there's interest of
24 that topic.

25 In terms of the construction timeline, we

1 estimate it will take between five and six months to
2 build the project and that we anticipate beginning
3 construction, assuming we receive all the permits, this
4 fall.

5 I'd like to touch briefly on why we are proposing
6 the project here in this part of the state. In --
7 Cultivate Power specializes on identifying sites for
8 community solar, and the first thing that we look at is
9 where is there available infrastructure, electric
10 infrastructure to build a connected project is, and so
11 we look at feeders and we look at substations, and this
12 property is next to infrastructure with available
13 capacity, so that's the first reason why we looked into
14 this site. Then the topography has to be relatively
15 flat, and we also seek not to impact any wetlands or
16 environmental features, as well as meet the zoning and
17 local ordinances, and then, of course, we need to have
18 interest from our landowners, and Mr. and Mrs. Aholt are
19 here in support of the project.

20 So, here's a screenshot of the site plan. As I
21 mentioned, the property is located just outside the
22 village of Okawville at the intersection of Hen House
23 Road and 5th Street Road. We plan to use the southern
24 side of the parcel. The Aholt family lives on the
25 property just to the north of the proposed project area.

1 We have about -- we're going to use about 34 acres of
 2 the parcel, and there will be solar panels on rows
 3 north/south, and they will be tracking the sun
 4 east/west. We're proposing that an access of Hen House
 5 Road, and that centrally located would be the equipment
 6 pads that house the inverters and the transformers, and
 7 then we're proposing vegetative screenings along the
 8 side facing public roads and also the site facing the
 9 Aholt's residence, and then the point of integration to
 10 the grid is in the northwestern corner of the parcel,
 11 and so we'll be connecting the cabling from the project
 12 area to the POI will be connected with underground
 13 cables, and then there will be the overhead poles that
 14 would connect to the Ameren grid, and so that's -- I
 15 wanted to provide that high-level overview. I'm happy
 16 to answer any more questions, and then Matt will also be
 17 here to answer more questions on this site plan.

18 MR. KAINS: All right. Thank you for your
 19 presentation.

20 MR. URDANETA: I have a few more slides.

21 MR. KAINS: Sure. Go right ahead.

22 MR. URDANETA: Then I just wanted to touch
 23 briefly on landscaping and screening. As I mentioned,
 24 within the project area we're planning to plant native
 25 grasses that will take deep roots and stabilize the

1 soil. We also are proposing a vegetative screening. As
 2 I mentioned earlier, we don't have a detailed vegetation
 3 management plan. That's something that we normally
 4 develop during the building permit phase, and we will
 5 take input from the County, but we'll look to use
 6 normally native grasses for the ground cover and then a
 7 mix of evergreen trees and deciduous shrubs for the
 8 screen.

9 As Sean mentioned earlier, we have entered into
 10 the Agricultural Impact Mitigation Agreement with the
 11 Illinois Department of Agriculture, which sets the
 12 standards for the different phases of construction as
 13 well as the decommissioning of the project.

14 And then in terms of the decommissioning, we've
 15 submitted a decommissioning plan and cost estimate as
 16 part of our application with a detailed line-by-line
 17 estimate with the different decommissioning components,
 18 and in accordance with the solar ordinance, we will be
 19 posting a bond to cover the cost of the decommissioning
 20 at the end of its useful life.

21 And then one brief slide regarding the tax
 22 benefits. Just showing the comparison of the current
 23 tax payments from the parcel and what it would be during
 24 the first year of the project, and overall over the 40
 25 years estimated life of the project, we estimate that

1 about \$588,000 in incremental tax revenue to the
 2 different districts, and the main beneficiary would be
 3 the school district as well as the county and community
 4 college, but there is a significant increase for all the
 5 tax industries.

6 And my last slide is just briefly what I touched
 7 on how this project is aligned with the County's
 8 Comprehensive Plan, which emphasizes agricultural
 9 preservation, and it also includes all the objectives
 10 aimed at supporting economic diversity and development
 11 within the county, and the -- we believe that this
 12 project has been developed in adherence with the
 13 principles of the solar ordinance and therefore that it
 14 would support the Comprehensive Plan goals, and that's
 15 my prepared presentation.

16 MR. KAINS: All right. Very good.

17 Mr. Pluta, do you have any additional questions
 18 for your witness?

19 MR. PLUTA: Yeah, just a brief procedural one,
 20 and then I just want to follow up on a decommissioning
 21 cost.

EXAMINATION

22 BY MR. PLUTA:

23 Q. So, on a procedural note, are you familiar with
 24 the application that was submitted to the County?
 25

1 A. Yes.

2 Q. Okay. And I'm going to show you a -- my copy,
 3 which looks a little different than the ones that they
 4 have, but I think you'll recognize it.

5 Does this look familiar?

6 A. Yes, I prepared it, the application.

7 Q. Okay. And the application, each of the documents
 8 is labeled with an exhibit number; is that correct?

9 A. Each of the exhibits, yeah.

10 Q. Yeah.

11 A. Yeah.

12 Q. And it's Exhibits A through R?

13 A. Yes.

14 MR. PLUTA: I'd ask that the application be
 15 entered as evidence.

16 MR. KAINS: Mr. Keyt, any objection?

17 MR. KEYT: No objection.

18 MR. KAINS: All right. The application,
 19 including Exhibits A through -- is it R?

20 MR. PLUTA: R.

21 MR. KAINS: Will be admitted into evidence to be
 22 considered by this Zoning Board of Appeals and in the
 23 future by the Washington County Board. Let's mark that
 24 as Applicant's Exhibit 1.

25 Mr. Keyt, do you have a copy of that?

1 MR. KEYT: We do.
 2 MS. RIVES: Yes.
 3 MR. KAINS: Let's call it Applicant's Exhibit 1
 4 if that's all right.
 5 MR. KEYT: Yeah, I think that makes sense.
 6 MR. KAINS: All right, it's in.
 7 MR. PLUTA: Q. And then prior to this meeting
 8 started, we did pass out one additional document.
 9 That's called the Ohio Department of Health. Have you
 10 seen this before?
 11 A. Yes.
 12 Q. And that is a document that has a set of
 13 frequently asked questions about solar; is that correct?
 14 A. Yes.
 15 MR. PLUTA: All right. We'd ask that be entered
 16 into evidence as, I guess, Exhibit 2.
 17 MR. KAINS: Yeah, Mr. Keyt.
 18 MR. KEYT: No objection.
 19 MR. KAINS: All right.
 20 MR. PLUTA: Thank you.
 21 MR. KAINS: Hang on, Mr. Pluta. Has that been
 22 distributed to the five members? It looks like Ms.
 23 Rives --
 24 MS. RIVES: It is right now.
 25 MR. KAINS: They will right now. I want to make

1 sure they have it. All right. What is it called, Ohio
 2 --
 3 MR. PLUTA: So, it's the Ohio Department of
 4 Health Solar Farm and Photovoltaics Summary and
 5 Assessments.
 6 MR. KAINS: All right. Very good. That document
 7 will be admitted into evidence as Applicant's Exhibit 2
 8 to be considered by this Zoning Board of Appeals and in
 9 the future by the Washington County Board.
 10 MR. PLUTA: Thank you.
 11 Q. And then one other question for you. So, earlier
 12 there was this slide up there that talked about the
 13 decommissioning phasing and schedule for funding a
 14 decommissioning bond. Do you remember that one?
 15 A. Yes.
 16 Q. And that displayed what the Agricultural Impact
 17 Mitigation Agreement has as its terms for how we fund
 18 decommissioning bonds; is that correct?
 19 A. Correct.
 20 Q. And if there was a condition that was imposed on
 21 us that would have us fund the decommissioning bond at a
 22 hundred percent prior to the start of construction, is
 23 that something that we're willing to agree to?
 24 A. Sure.
 25 Q. Thank you. That's it.

1 A. Thank you.
 2 MR. KAINS: Very good, Mr. Pluta.
 3 Mr. Urdaneta, you get to sit here still, because
 4 there's a lot of questions or perhaps a lot of
 5 questions. All right.
 6 The first questions for this witness can come
 7 from members of the Zoning Board of Appeals. Gentlemen,
 8 if you have questions for this witness regarding his
 9 testimony, you may go right ahead.
 10 MR. BORRENPOHL: I can start here. So, my
 11 curiosity has me why the Ohio Department of Health is
 12 being presented to the zoning board. Why the Ohio
 13 Department?
 14 MR. PLUTA: May I?
 15 MR. KAINS: Yeah. Approach the stand.
 16 MR. PLUTA: Sure. So, there are a few states
 17 that have provided reports that summarize, you know,
 18 what solar farms contribute to communities and whether
 19 or not there are any health and safety risks. Illinois,
 20 as far as I know, hasn't produced one in either
 21 direction, so we provided the Ohio Department of Health
 22 one along with another one that's in our application. I
 23 believe it's by NC State, and it's exhibit -- it's
 24 Exhibit Q. So, we provided those as background
 25 information because there are a lot of frequently asked

1 questions about solar, and oftentimes those are the most
 2 direct independent sources of knowledge. So, that's why
 3 we include them.
 4 MR. BORRENPOHL: So, my question with this --
 5 and, you know, there's a lot of different companies and
 6 a lot of things going pretty wild out here with the
 7 renewable energies. With the solar panels and disposing
 8 of them in the decommissioning plan, which is not part
 9 of what I'm getting at, but is there a special licensed
 10 landfill in Ohio that accepts these? Is that the
 11 closest place without having to resell them or refurbish
 12 them?
 13 MR. PLUTA: I think that that's going to be a
 14 question for Westwood.
 15 MS. MCKEOUGH: I can speak to that.
 16 MR. PLUTA: So, Kelly will be able to address
 17 that.
 18 MR. KAINS: All right. Any other questions for
 19 Mr. Urdaneta?
 20 MR. CHWASCZINSKI: Yeah, I have a question. You
 21 mentioned a number of tracts that you're doing across
 22 Illinois. Is this one of the smaller ones, or is this
 23 one of the larger ones? How does it rate in size in
 24 comparison to the other tracts that you do?
 25 MR. URDANETA: Yeah, Illinois are the biggest

1 market for the company. Sorry, was that the question?
 2 How many --

3 MR. CHWASCZINSKI: Well, like you mentioned you
 4 had solar tracts in Johnson County, Johnson City. How
 5 many acres is that?

6 MR. URDANETA: In terms of like the size of the
 7 project? Sorry. Yeah, this is standard. 5 megawatts
 8 is the standard project size, and we normally use about
 9 30, 35 acres for these project size.

10 MR. CHWASCZINSKI: Okay. That kind of answers my
 11 second question then that's how come you're developing
 12 34 acres then is because that's what you need for that
 13 amount of power?

14 MR. URDANETA: Correct.

15 MR. CHWASCZINSKI: Do you have control of the
 16 rest of the tract if you someday want to produce more
 17 power there?

18 MR. URDANETA: These facilities are capped at 5
 19 megawatts in size, so we couldn't increase the size of
 20 the project. So -- but are you asking if we have more
 21 access to more land or --

22 MR. CHWASCZINSKI: Yeah, I'm just -- the tract is
 23 70-some acres.

24 MR. URDANETA: Yes, it's 79 acres. No -- yeah,
 25 once we define the leased area around 34 acres, then

1 that you've put together a slide how many years of
 2 experience you guys have put together as a team, but is
 3 the company as a whole, how long have you been in
 4 business?

5 MR. URDANETA: The company has been in business
 6 since 2022, so about four years.

7 MR. BORRENPOHL: And then is your intent with
 8 your company and certain sites, do you guys develop
 9 these sites and then put them up for resale, or is this
 10 something -- the intent that you're going to own or
 11 lease for the entire contract?

12 MR. URDANETA: We are a small company. We
 13 specialize on identifying the site, working with Ameren
 14 and with the local governments to develop a site project
 15 that is acceptable to the community, and then once the
 16 project is ready to be built, we would normally sell --
 17 we most likely sell it to a company that is much bigger,
 18 and it's a long-term owner and operator of the facility.

19 MR. MULHOLLAND: As far as decommissioning -- or
 20 not really decommissioning, but if this thing got hit
 21 by, say, a tornado or a big hailstorm and tore up the
 22 whole facility and they deemed it condemned and said
 23 they're not going to rebuild it, how long will it be
 24 before -- if they go ahead and clean that up, how long
 25 will it be before they can go ahead and farm that

1 that would be the -- that would be the size of the
 2 leased area. We wouldn't be able to expand that.

3 MR. CHWASCZINSKI: I see. Yeah, that's what I
 4 figured but just was asking. Okay. That answers my
 5 question.

6 MR. KAINS: Thank you, Mr. Chwasczinski.
 7 Chairman Mulholland.

8 MR. MULHOLLAND: Yes, I was wondering how you
 9 figured your 5 megawatts or how many hours a day do
 10 these have to produce to produce that 5 megawatts?

11 MR. URDANETA: So, the production profile of the
 12 facility will change throughout the year based on the
 13 amount of solar light. So, during the summer months, it
 14 will produce four to five times what it will produce in
 15 the winter months, and we have a team that does the
 16 calculation of how many hours of sunlight times the
 17 capacity of the project, which is at 5 megawatts, and
 18 that's how they calculate the -- I think it was 9
 19 million kilowatt hours per year.

20 MR. MULHOLLAND: Okay.

21 MR. KAINS: Any other questions from members of
 22 the zoning board?

23 MR. BORRENPOHL: I have a couple more questions.

24 MR. KAINS: Yes, Mr. Borrenpohl.

25 MR. BORRENPOHL: How old is your company? I know

1 ground?

2 MR. URDANETA: I will first say first that the
 3 facility and all the equipment is tested to withstand --
 4 I believe it's up to 170 mile per hour winds, so it
 5 would need to be a really major tornado, but my
 6 understanding is that in that event obviously we have
 7 insurance, and we are obligated by our decommissioning
 8 agreement to return the property back to its farming
 9 state within 12 months.

10 MR. MULHOLLAND: I don't know if it was fact or
 11 fiction, but I heard there was a big solar farm down in
 12 I think it was Tennessee that got damaged like this and
 13 they condemned or they decided not to rebuild it, and
 14 they cleaned up and then the government said it couldn't
 15 be farmed for 10 years because of the toxic chemicals
 16 that was in the soil. Is there anything to that?

17 MR. URDANETA: Yeah, I'm not aware of that, but I
 18 will say there aren't any toxic material in the panels
 19 that would -- nothing that would -- yeah, I'm not
 20 familiar with that facility.

21 MR. CHWASCZINSKI: I guess on a follow-up comment
 22 on that. The way it sounds to me, you know, after it's
 23 completed, somebody else is going to own it, and so you
 24 really don't have any worries about it once it's
 25 completed.

1 MR. URDANETA: Well, every commitment that we
2 make on behalf of the project company, the new buyer is
3 buying the whole company including those
4 responsibilities and commitments, and so it would be
5 obligated to comply with those, and when we go through
6 that sale or transfer process, buyers are very, very,
7 very careful about understanding the commitments that
8 we've made. They don't want to take on -- you know, buy
9 an asset with those commitments without fully
10 understanding what they entail, and so we are also very
11 careful about the type of commitments that we enter
12 into, otherwise, yeah, we can't transfer the asset.

13 MR. MULHOLLAND: Can you give us an example of a
14 solar farm that's been decommissioned?

15 MR. URDANETA: Yeah, I don't believe there are
16 any examples. It's such a young industry.

17 MR. KAINS: Any other questions from members of
18 the zoning board?

19 Thank you, gentlemen. All right.

20 Then questions now for Mr. Urdaneta from members
21 of units of local government, county board members,
22 members of school districts. Any questions from elected
23 officials or appointed officials?

24 Very good. Thank you. All right. On my list of
25 folks who get to ask questions, I have interested

1 parties represented by licensed attorneys. This is the
2 part where I ask is anybody here brave enough to admit
3 they're a licensed attorney besides these folks, me, and
4 Mr. Pluta?

5 Then we can skip that one on the next go-through.

6 All right. Then other interested parties,
7 members of the public. Folks, who are members of the
8 public who wish to ask questions of Mr. Urdaneta
9 regarding his testimony. If you'd like, you can step
10 forward to the podium and ask him questions.

11 All right. Very good. Thank you.

12 Washington County staff and consultants. Ms.
13 Tragesser or Mr. Miller, do you have questions for the
14 witness?

15 MS. TRAGESSER: No, I don't.

16 MR. KAINS: You don't have to, but you have your
17 attorney who is probably going to ask a bunch.

18 Mr. Keyt, Ms. Rives.

19 MR. KEYT: I've got a few questions.

EXAMINATION

20 BY MR. KEYT:

21 Q. The project right now is proposed without battery
22 storage; is that correct?

23 A. Correct.

24 Q. And you're willing to commit that you won't
25

1 include battery storage with the project?

2 A. Yes.

3 Q. What is the warranty period on the solar panels?

4 A. I believe it's 25 years.

5 Q. And are you asking for a special use permit for
6 25 years?

7 A. No, for 40 years.

8 Q. Okay. So, what are you going to do after the
9 warranty period is expired if there's damage?

10 A. So, solar panels are normally at 85 percent of
11 their efficiency at 30 years, but, yeah, at any point
12 during the life of the project, we would evaluate if it
13 makes sense to replace some panels.

14 Q. So, you're saying that at 25 years you may
15 install new solar panels to the project?

16 A. Yeah, at that point or any time before or after
17 if the efficiency of the panels has decreased, we may
18 replace them at any point individually, yeah.

19 Q. What's the total cost of construction for the
20 project?

21 A. I am not -- I don't have access to that type of
22 information, but I believe it's in the 12 to 15
23 million-dollar range.

24 Q. Okay. What are the requirements of the
25 Agricultural Impact Mitigation Agreement? In the

1 deconstruction cost estimates you provide the total cost
2 of construction for the cost of the project, is that
3 included in the decommissioning cost estimate?

4 A. I -- the cost of construction?

5 Q. Yep.

6 A. That would be a question for my colleague.

7 MR. KAINS: Which one?

8 A. For Kelly.

9 MR. KAINS: Okay, Ms. McKeough. She'll be up
10 soon.

11 Q. You understand that the decommissioning cost
12 estimates may be subject to a third-party review by the
13 County?

14 A. Yes.

15 Q. If I understand it correctly from your testimony
16 earlier when Mr. Pluta was asking you questions, you're
17 willing to commit to providing 100 percent of the
18 decommissioning cost without any discount for salvage
19 value at the building permit stage; is that correct?

20 A. Yes.

21 Q. In terms of the emergency response at the site,
22 have you had discussions with the fire protection
23 district?

24 A. Not yet. I've reached out to Chief Killion, I
25 believe -- I've reached out to the Okawville Fire

1 Department via e-mail and have not established contact
2 yet with them.

3 Q. Okay. When did you do that?

4 A. I reached out twice via e-mail. I believe the
5 first time was around February 10th and the second one
6 earlier this week.

7 Q. In terms of if for some reason there's an
8 emergency response required at the site, I assume the
9 project company is willing to reimburse the cost of that
10 emergency response at that site; is that correct?

11 A. I do believe it would.

12 Q. I didn't hear your answer.

13 A. I believe it would be.

14 Q. There's a requirement for a vegetative screening
15 within the ordinance. Have you read that provision
16 within the ordinance?

17 A. Yes.

18 Q. Part of that -- part of that -- part of that
19 requires also a weed control plan provided to the
20 County. Have you seen that provision?

21 A. Yes. That one I don't recall as well as the
22 vegetative screening, but when I put together the
23 application, I did review it.

24 Q. There is a list of weeds that is included in the
25 application itself, but in terms of -- it has a list of

1 the noxious weeds designated in the state under the
2 Noxious Weed Act, and I assume you're willing to commit
3 to the County to control the weeds onsite?

4 A. Yes.

5 Q. So, we've had some incidents in other counties
6 where there's been out of control weeds, sometimes the
7 weeds growing taller than the panels. What do you think
8 the remedy should be if the weeds get out of control at
9 the site?

10 A. Well, first, I would say that, yeah, it's not in
11 the operator's interest for that to happen just simply
12 because if they shade the panels that lowers the output
13 of the facility, but, yeah, there should be a standard
14 on the height of any weeds or any ground cover.

15 Q. The weed control plan that's submitted to the
16 County then would be subject to an approval by the
17 county board of that weed control plan; would that be
18 fair?

19 A. Yes.

20 Q. And you're willing to abide by the terms of that
21 weed control plan including what the county board would
22 include in the weed control plan?

23 A. Sure.

24 Q. Including managing all the weeds that are listed
25 within your application of the Noxious Weed Act but also

1 things like water hemp at the site, correct?

2 A. Okay, yes.

3 Q. Is the parcel that this project is on is it zoned
4 agricultural currently?

5 A. I believe so. I know it's not within the village
6 of Okawville zoning map. I looked at the map, and it's
7 not classified, because it's outside the area. I
8 believe it is zoned agriculture, but I couldn't tell if
9 it was zoned by the county, or I'm not exactly sure.

10 MR. KAINS: Mr. Keyt, if I could interject.

11 Mr. Pluta, do you know if this parcel is zoned
12 agriculture?

13 MR. PLUTA: I believe our application states that
14 the current land use is agriculture. I'm looking
15 through the application to see if we make an affirmative
16 statement.

17 MR. KEYT: We'll come back to that.

18 MR. KAINS: I think I can go straight to the
19 horse's mouth. Mr. Aholt, Mrs. Aholt, do you know if
20 it's zoned agriculture?

21 MR. & MRS. AHOLT: Yes.

22 MR. KAINS: And you'd know because you're the
23 owner.

24 MS. AHOLT: Yes.

25 MR. KEYT: There we go.

1 MR. KAINS: I think that settles it. Thank you.

2 Q. One of the board members asked if you -- I think
3 the question was whether there would be some expansion
4 at the site or more room for other. You're willing to
5 commit to limiting the size and scope of the facility to
6 what is proposed within the application; is that fair?

7 A. Yes.

8 Q. And do you have any plan to co-local a project
9 nearby?

10 A. No.

11 Q. So, you'd be willing to agree that you wouldn't
12 co-locate a project nearby?

13 A. Yes.

14 Q. Cultivate -- it is a Cultivate's intention to
15 sell the project once it's developed?

16 A. Most likely, yes.

17 Q. Do you know who the buyer will be?

18 A. Not at this stage.

19 Q. You would agree the County would have an interest
20 in ensuring that the buyer is able and capable of
21 operating a project; is that fair?

22 A. Sure.

23 Q. So, if the project were to be approved, one of
24 the conditions would relate to having whoever the buyer
25 of the project would be vetted by the County prior to

1 the purchase being closed? I'm not sure who you're
 2 looking to.

3 A. My understanding is that that's something that
 4 I'm willing to discuss. I can't --

5 Q. Let me rephrase this. You understand that the
 6 County doesn't want the project to be sold to some
 7 entity who doesn't have experience or knowledge about
 8 how to operate these projects; is that fair?

9 A. Yes.

10 Q. And you'll agree with me that if you're going to
 11 sell the project to somebody, there will be some vetting
 12 of who that owner would be by the County; is that fair?

13 A. Yes.

14 Q. In terms of the roads on that are related to
 15 construction on the project, have you talked to either
 16 the county engineer and/or the township road
 17 commissioner?

18 A. Yeah, I believe that our proposed route to the
 19 site would involve using a village road and a township
 20 road, and I've reached out to the village. I exchanged
 21 e-mails with the village secretary and also with
 22 Mr. Lange -- the gentleman is here, yes. I spoke with
 23 Mr. Lange over the phone, and both the village and the
 24 township road commissioner ask that we speak after the
 25 County process.

1 Q. Okay. So, after -- if the special use permit is
 2 granted, they want to have a conversation with you more
 3 directly about the scope and extent of what the road use
 4 requires; is that correct?

5 A. Sure.

6 Q. And you're willing to enter into a road use
 7 agreement with those particular entities for the use of
 8 those roads?

9 A. Yes.

10 Q. You're willing to reimburse those -- either the
 11 village, the county, or the township, whatever road it
 12 might be, for any damage that would occur on the road?

13 A. Yes.

14 Q. Including posting any bond requirement they may
 15 have --

16 A. Yes.

17 Q. -- to ensure that the damage to the road does get
 18 repaired if there is any?

19 A. Yes.

20 Q. And you're willing to abide by the requirements
 21 and conditions they may have in relation to the
 22 utilization of the roads for construction; is that fair?

23 A. Yes.

24 Q. And that may include closure of the road if it
 25 warrants for safety reasons for the public; is that

1 correct?

2 A. Sure.

3 MR. KEYT: That's all the questions I have.

4 MR. KAINS: Very good. Thank you, Mr. Keyt.

5 Redirect, Mr. Pluta. Do you have any additional
 6 questions for your witness?

7 MR. PLUTA: I've got a couple.

8 EXAMINATION

9 BY MR. PLUTA:

10 Q. So, one of the questions that you were asked was
 11 about the project size of 5 megawatts, and I just want
 12 to make sure that we understand what you meant. When
 13 you refer to that as a standard project size, that's a
 14 standard project size for your company; is that correct?

15 A. Yeah, for a community solar of the solar industry
 16 in Illinois.

17 Q. And there are other segments of the solar
 18 industry that have much larger projects, correct?

19 A. Yes.

20 Q. So, there may be projects in, let's say, Perry
 21 County down the road that are, you know, 10 times the
 22 size of your project?

23 A. Sure.

24 Q. Okay. And then I want to ask you about the
 25 question that you fielded about what would happen in the

1 event of a catastrophic event where solar panels were
 2 picked up. Number one, our Westwood witness will be
 3 able to answer questions about the decommissioning plan
 4 and answer questions about disposal, technical stuff
 5 like that, but I just want to talk about a few of the
 6 buckets of sources of money that would be available to
 7 the project company in the event that happens. So, the
 8 panels are insured; is that correct?

9 A. Yes.

10 Q. And they also have a warranty that extends for 25
 11 years?

12 A. Yes.

13 Q. So between the two of those, you would expect
 14 that if there is damage to the panels, that would be
 15 recourse that your company would have?

16 A. Sure.

17 Q. And insurance may cover also catastrophic events
 18 which would help you cover the cost of repairing and
 19 replacing panels; is that correct?

20 A. Yes.

21 Q. Okay. And then your Agricultural Impact
 22 Mitigation Agreement, that's between the project company
 23 and the State of Illinois functionally, correct?

24 A. Yeah, the Department of Agriculture.

25 Q. And that has decommissioning terms within it that

1 would address your obligation to decommission under that
2 state relationship that you have; is that correct?

3 A. Correct.

4 Q. You also have a lease agreement with the property
5 owners; is that correct?

6 A. Yes.

7 Q. Does that also have terms that cover
8 decommissioning and what happens in the event that you
9 leave the site?

10 A. Yes.

11 Q. Okay. And then the last bucket is part of the
12 decommissioning plan is we provide a decommissioning
13 bond that's available for the County; is that correct?

14 A. Correct.

15 Q. Okay. And that money is there in the event that
16 the company is gone, it's in the wind, there are no pots
17 of money for the County to use to hire somebody to clean
18 up the land; is that correct?

19 A. Correct.

20 Q. Okay. And we'll hear more about this from the
21 Westwood witnesses, but is your general understanding
22 that the decommissioning bond is calculated to cover
23 costs that include waste disposal for the panels as well
24 as remediating the land so it can be returned to
25 agricultural use?

1 A. Correct.

2 MR. PLUTA: Thank you. That's all I have.

3 MR. KAINS: Thank you, Mr. Pluta.

4 Final questions for the witness come from members
5 of the Zoning Board of Appeals. Mr. Gogolek.

6 MR. GOGOLEK: I've got one comment or whatever on
7 the consistency with Washington County Comprehensive
8 Plan. I can't understand how they can actually put:
9 Plan strongly emphasizes agricultural preservation.
10 It's out of agricultural for 20 to 30, maybe 40 years,
11 so how can it be "emphasizes on agricultural
12 preservation"? If you're taking something out of
13 agricultural, you're not preserving agricultural, so
14 that should -- that statement should not even be in
15 there. It's kind of an oxymoron, because 20, 30, 40
16 years from now, yes, but you've taken it out of
17 production for that length of time, and then God knows
18 for how many years after that before the ground is
19 actually productive, so that statement should not even
20 be in there.

21 MR. URDANETA: Yeah, may I respond? What I meant
22 by -- that's one of the objectives of the Comprehensive
23 Plan is agricultural preservation, but what I'm saying
24 is there are also other objectives like a diversified
25 economy, and so these -- you know, this is 34 acres of

1 out I believe there are 340,000 acres of agricultural
2 land in the county, and so it's just taking a small
3 portion of agricultural land and putting it to a
4 different -- a different type of economic development,
5 so that's what I'm saying. I acknowledge that solar
6 even though it's temporary -- I mean 40 years is a long
7 temporary, but it's still --

8 MR. GOGOLEK: But if you read that, that does not
9 say anything about economics. It says: Agricultural
10 preservation. That has nothing to do with taxation or
11 anything like that. I mean, I'm just stating that that
12 statement should not be in there because it's false.

13 MR. URDANETA: So, my -- when I review the
14 Comprehensive Plan, I interpret that, yes, agricultural
15 preservation is the key goal in the Comprehensive Plan,
16 but then the County also wants to broaden its economic
17 base. That's the point I was trying to make.

18 MR. CHWASCZINSKI: Has the Aholt family had any
19 input on the border trees that are going to be planted
20 around their house or around their driveway?

21 MR. URDANETA: So, they've had input in terms of
22 the length of the vegetative screening on the side
23 facing their residence. We -- as I mentioned, we
24 haven't developed in detail a vegetation management
25 plan. That's normally something that's done in the

1 building permit phase, but we plan to have their input
2 in the development of that plan.

3 MS. AHOLT: Yeah.

4 MR. KAINS: Chairman.

5 MR. MULHOLLAND: Yes. You stated that the solar
6 panels would have a 25-year warranty, but you're not
7 going to be owning them, you're going to be selling
8 them. Is that -- are you sure that that warranty is
9 going to be covered for the next owners, or is that
10 going to end with you, beings you was the one that
11 bought it?

12 MR. URDANETA: Sorry, are you referring to the
13 warranty on the panels? So, when we sell the property,
14 we sell the project entity, then you buy or will acquire
15 all the contracts that are part of the project company,
16 so they will also -- they would own -- they will -- so,
17 I should say that at this point we haven't finalized
18 procurement of the equipment, because we don't have a
19 project yet, right? And so when we sell that project,
20 the new buyer will work -- will provide the equipment
21 for the project. When I answered the question about the
22 25-year warranty, that's the standard for solar panels.
23 That's specifically --

24 MR. MULHOLLAND: Right. It's the standard, but
25 you're going to sell it, say, probably within four or

1 five years, and the new owner, who says that that
2 warranty is going to follow the new owner, or it's going
3 to end with you, beings you're the one that purchased
4 the panels.

5 MR. URDANETA: No, it will be the -- it will be
6 the buyer of the project who will provide the equipment,
7 who would bring the equipment to the project.

8 MR. MULHOLLAND: So, you're selling it before
9 you're even putting the panels on?

10 MR. URDANETA: Yeah, we'll sell it when it's
11 ready to be built.

12 MR. MULHOLLAND: Okay.

13 MR. URDANETA: It's very common in the industry.

14 MR. KAINS: Any other questions for this witness
15 for members of the zoning board?

16 MR. KEYT: Can I just clarify some of that?

17 MR. KAINS: Quickly, Mr. Keyt.

18 FURTHER EXAMINATION

19 BY MR. KEYT:

20 Q. Yeah, if I understand it correctly, you want to
21 develop the project, take it through the period of
22 financing, perhaps, and then sell it to another entity;
23 is that correct?

24 A. Correct.

25 Q. And then the other entity -- would you obtain the

1 building permit or would another entity be obtaining the
2 building permit on behalf of the company?

3 A. That will depend on the commercial terms of that
4 negotiation. Sometimes I've been involved with projects
5 where Cultivate Power obtains the building permit,
6 sometimes it's the buyer of the project.

7 Q. Okay. Right now, the project company is the name
8 Addison Solar, LLC?

9 A. Correct.

10 Q. That is the entity that will acquire the
11 equipment for the project and hold the permits for the
12 project; is that correct?

13 A. Correct, correct.

14 Q. And then if you were to sell the project, you
15 would be selling the company Addison Solar, LLC?

16 A. Correct.

17 Q. And then a new entity -- Cultivate would be
18 selling that to a new entity that would acquire the
19 ownership of the LLC; is that correct?

20 A. Correct.

21 Q. Today what assets does Addison Solar, LLC, have,
22 if any?

23 A. Yeah, just the different contracts or the lease
24 agreement with the Aholt family. We have an
25 interconnection agreement with Ameren and the different

1 studies that we've done onsite --

2 Q. Okay.

3 A. -- at this stage.

4 Q. And have you talked to any of the landowners that
5 are nearby, and I mean nonparticipating property owners.
6 I know the Aholts are close to this, but --

7 A. Yes. Yeah, I spoke with a neighbor to the west,
8 Mr. Charlie Meier.

9 Q. Okay. And what was his comment to you about the
10 project?

11 A. Well, he was just a -- he's a close friend of the
12 Aholt family, and he said that -- you know, he said --
13 we had a long conversation, but to summarize it, he said
14 that he wouldn't object to the project.

15 Q. It looks like there is a property to the north --
16 and I can't tell if that property to the north between
17 the Aholt's property and the interstate -- there's a
18 property to the north, and I can't tell if that is --

19 MR. CLARY: It's a storage facility and a bus
20 shed.

21 Q. Gotcha. That was my question. It looks like
22 it's not a residence; is that your understanding?

23 A. Correct.

24 Q. Who does own that facility, do you know?

25 A. I don't know.

1 MS. AHOLT: Gary's Tire Center.

2 MR. KAINS: Mrs. Aholt, what was your answer?

3 MS. AHOLT: Gary's Tire Center.

4 MR. KAINS: Gary's Tire Center, and this is Mary
5 Aholt. She's not under oath, but I'm going to believe
6 that it's the tire center.

7 All right. Mr. Keyt, do you have anything
8 further?

9 MR. KEYT: No.

10 MR. KAINS: All right. Final questions come from
11 members of Zoning Board of Appeals.

12 MR. BORRENPOHL: I have one more question for
13 you.

14 MR. KAINS: Sure thing.

15 MR. BORRENPOHL: In this sale, do you have
16 potential buyers that you're working with already?

17 MR. URDANETA: I believe so. I'm not part of
18 those negotiations, but I believe there are.

19 MR. BORRENPOHL: May I ask the Aholts if they are
20 aware of this?

21 MS. AHOLT: Yes.

22 MR. KAINS: Thank you for your questions, Mr.
23 Borrenpohl.

24 Any other questions from any of the gentlemen on
25 the zoning board?

1 MR. CLARY: Yeah, just one.
 2 MR. KAINS: Mr. Clary.
 3 MR. CLARY: Mary, you guys own the bus shed and
 4 storage facility?
 5 MR. AHOLT: We don't own the shed, but we just
 6 lease the ground.
 7 MR. CLARY: Okay. You still own the ground under
 8 the shed?
 9 MR. AHOLT: Right.
 10 MR. CLARY: You lease the sheds. Okay.
 11 MR. KAINS: This is Mr. Larry Aholt testifying
 12 but not under oath, and that's all right, because you
 13 all know more about this than we all do.
 14 Any other questions from the zoning board?
 15 All right. Very good. Thank you.
 16 You may step down.
 17 (Witness excused.)
 18 MR. KAINS: Mr. Pluta, call your next witness,
 19 please.
 20 MR. PLUTA: All right. Our next witness is
 21 Matthew -- I'm going to butcher your last name if I try
 22 to say it. Matthew from Westwood.
 23 MR. KAINS: Come on up here, sir.
 24 (Witness sworn.)
 25 MR. KAINS: Very good. Have a seat.

1 Sir, could you please state your name, spelling
 2 your first name and last name for the record?
 3 MR. HEIMERMAN: Yes. My name is Matt Heimerman.
 4 That's spelled M-A-T-T-H-E-W, then last name is
 5 H-E-I-M-E-R-M-A-N.
 6 MR. KAINS: All right, and it's pronounced
 7 Heimerman.
 8 MR. HEIMERMAN: Yes, sir.
 9 MR. KAINS: All right. Very good, and you are an
 10 engineer with Westwood company; is that correct?
 11 MR. HEIMERMAN: Yes.
 12 MR. KAINS: For how long have you been so
 13 employed?
 14 MR. HEIMERMAN: I've been employed for around
 15 three years, now just over three years.
 16 MR. KAINS: Are you a licensed engineer within
 17 the State of Illinois?
 18 MR. HEIMERMAN: I am not.
 19 MR. KAINS: Where are you licensed?
 20 MR. HEIMERMAN: I am an engineer in training,
 21 EIT.
 22 MR. KAINS: Engineering in training, okay. Very
 23 good, and do you have any bachelor's degree?
 24 MR. HEIMERMAN: Yes, sir.
 25 MR. KAINS: From where and in what?

1 MR. HEIMERMAN: Saint Thomas University in
 2 Minneapolis, St. Paul, and it's in civil engineering.
 3 MR. KAINS: All right. Very good.
 4 Mr. Pluta, do you have questions for Mr.
 5 Heimerman, or do you want him to just tell us what he
 6 wants to tell us?
 7 MR. PLUTA: Matt, I'd like you to go ahead and
 8 give a little background about what you're here to
 9 testify on so everybody in the room can understand what
 10 they can ask questions on.
 11 MR. HEIMERMAN: Hi, everyone. Matt here. I am
 12 with Westwood Professional Services. We're an
 13 engineering company who is representing Cultivate for
 14 this. We sort of do every discipline, every service.
 15 We're kind of a one-stop shop when it comes to solar
 16 energy renewables. So, I'm here for the civil siting
 17 team, and my role in this is we engineer for civil and
 18 site zone layout, and I coordinate with other services
 19 to get broadened more on the 30 percent and through IFC
 20 developments when the project grows, but I focus on
 21 particularly site design. So, questions related to site
 22 layouts, drainage features. I can even speak a little
 23 bit on landscape, but we pull in sometimes some
 24 specialty services with some experts on that stuff. So,
 25 anything layout-wise or civil engineering I'm happy to

1 speak to.
 2 MR. BORRENPOHL: I have a couple questions for
 3 you.
 4 MR. HEIMERMAN: Sure.
 5 MR. BORRENPOHL: On any of these roads is there
 6 going to be any lime stabilization put down to
 7 incorporate into the dirt to stabilize the roads?
 8 MR. HEIMERMAN: I would say at this stage
 9 potentially we would need to have further scope to
 10 identify what the geotechnical report says to have
 11 confidence in that.
 12 MR. BORRENPOHL: Okay. Do you understand with
 13 the lime stabilization methods and procedures how that
 14 incorporates into the ground to stabilize the roadway,
 15 what the impact does to that soil?
 16 MR. HEIMERMAN: Yes, sir, to an extent. We go
 17 through a quality assurance process when we're bringing
 18 in different materials for roads to ensure that it's eco
 19 friendly or good for the project.
 20 MR. BORRENPOHL: I guess what I'm getting at is
 21 if it's going to be lime stabilized with code L or
 22 quicklime or things of that nature, that ground will be
 23 not fertile for the entirety of the rest of its life and
 24 have to be removed completely and brought back with
 25 different soil from outside of the site imported.

1 MR. HEIMERMAN: Yes, sir.

2 MR. BORRENPOHL: Okay. Is the site balanced with

3 the grading plan? I know it's pretty flat, but can you

4 tell us a little bit about what the grading plan is?

5 MR. HEIMERMAN: Yeah, so site grading is -- in

6 solar typically is aimed to be minimized to the extent

7 practical based on manufacturing specifications.

8 MR. BORRENPOHL: At this stage on the preliminary

9 design, we look at layout. We look for sort of the

10 slopes and areas of the project that are just not

11 feasible, and then as the scope grows to a 10 to

12 30-percent design, we start to home in the grading

13 aspects of the project more to balance the earthwork in

14 the project.

15 MR. BORRENPOHL: So, you don't have a plan on

16 that yet?

17 MR. HEIMERMAN: No.

18 MR. BORRENPOHL: With the watershed on this

19 project, do you anticipate it changing from its normal

20 practices on a day-to-day? Do you think it will go to a

21 different route, or do you think it will stay pretty

22 much the same?

23 MR. HEIMERMAN: The preliminary analysis that we

24 preformed at this stage is that it will stay the same,

25 but as you go into 30-percent design that answer gets

1 more confirmed.

2 MR. BORRENPOHL: The reason I'm asking these

3 questions with the watershed, if that gets pushed on to

4 neighboring property, if it's not talked about tonight,

5 it's not presented tonight, and it could become a

6 problem to the neighboring farm ground, so I just wanted

7 to make everybody aware of that. That could be an

8 issue. The lime stabilization of the roads could be an

9 issue. It's not been talked about tonight. It's common

10 practice in these solar fields. I just want that to be

11 aware, you know, especially with the decommissioning and

12 make sure everybody is aware of that.

13 MR. KAINS: Thank you, Mr. Borrenpohl.

14 Any other questions from members of the zoning

15 board?

16 All right. Very good. Questions for this

17 witness from members of units of local government,

18 including county board, school board, township.

19 MR. LANGE: Yeah.

20 MR. KAINS: Could you please come forward, sir?

21 Sir, could you please state your name for the

22 record?

23 MR. LANGE: Paul Lange. I'm the Okawville

24 Township Road Commissioner. My main concern is where

25 there's a little dip in there where it goes through 5th

1 Street, there's a culvert in there. It was already

2 having washout problems there. With that being not

3 formed and all that chemical running through there,

4 what's that going to do to my road, that culvert?

5 MR. HEIMERMAN: Are you referring to the one on

6 the south side?

7 MR. LANGE: Yeah, on the south side, right.

8 MR. HEIMERMAN: So, as we would go through that

9 process, our goals as we develop the project are what

10 your preexisting conditions are with the project doesn't

11 get worse post condition in terms of shear stress and

12 discharge going through --

13 MR. LANGE: Right.

14 MR. HEIMERMAN: -- to cause washout. We do an

15 analysis to ensure those conditions either stay the same

16 or decrease so that culverts and pipes and storm water

17 facilities downstream don't washout.

18 MR. LANGE: Would you put more riprap in the

19 front of that culvert to hold it and keep it from

20 washing?

21 MR. HEIMERMAN: Yeah, potentially. Sometimes in

22 this -- it depends on where the scope goes with the

23 roads in the area, but if we see something out there

24 that is in poor condition in its existing stage and we

25 would recommend because it's in the project area to

1 upgrade it or put extra protection -- like you were

2 saying, riprap -- that is common practice.

3 MR. LANGE: I know it's not been talked about

4 right now, but where you -- the proposed where you turn

5 in on that off of Hen House Road into that road that

6 you're talking about, my main concern is with all the

7 semis turning and twisting, you're going to destroy my

8 road. What are you going to do with that?

9 MR. HEIMERMAN: Yes, sir. So, in areas -- the

10 road use agreement as we would go through that process,

11 they would look at some of these things, but typically

12 -- I guess what I can say from an engineering standpoint

13 is we can sometimes do -- we call it an AutoTURN

14 analysis, where you -- in your software you look at what

15 kind of truck is going to be turning, and you can see

16 the turning radius of how it drags on those existing

17 intersections or even internal roads over the solar

18 project to ensure you're not ruining the conditions of

19 the road or dragging and making a mess. So, in those

20 analyses that is a scope that we provide that we can

21 take a look at that to make sure that you won't see that

22 during the construction period.

23 MR. LANGE: Okay. Thank you.

24 MR. KAINS: Thank you for your questions, sir.

25 Any other questions from members of units of

1 local government?

2 Questions from the general public? Anybody with

3 questions for Mr. Heimerman regarding engineering site

4 design?

5 Very good. Thank you. Questions from Washington

6 County staff and consultants.

7 Linda has no questions. Mr. Miller. All right.

8 Thank you.

9 Mr. Keyt.

10 MR. KEYT: I've got a few.

11 EXAMINATION

12 BY MR. KEYT:

13 Q. In relation to the road that we were talking

14 about, a culvert, it sounds like may be is a concern to

15 the road district. If I understand it correctly, you're

16 willing to talk and work with the township to figure out

17 what potential solutions there may be to make sure the

18 culvert doesn't become problematic for the township; is

19 that fair?

20 A. When it comes to road use agreements and existing

21 conditions of roads, I'm not typically the one who makes

22 the decisions on what we do. It's out of my ballpark.

23 Usually Cultivate does that, but if it came to my scope

24 and it was my job to look at those culvert conditions

25 and support efforts to make it better or work with it,

1 that location?

2 A. I'm personally not sure.

3 Q. So, in terms of -- yeah, in terms though that if

4 we needed an updated noise assessment prior to the

5 building permit, I assume that would be provided by the

6 applicant?

7 A. Yes.

8 Q. Okay. And I think if we could maybe get that

9 addressed maybe during a break, we can talk about that

10 particular issue. In terms of the drainage on the site,

11 has there been a farmland drainage plan prepared?

12 A. At this stage at the level of design that we

13 have, we look at the site conditions more holistically

14 at a preliminary stage, but a drainage plan more

15 detailed is later on.

16 Q. One of the requirements then prior to getting a

17 building permit would be the provision of a farmland

18 drainage plan to be reviewed by the County; would that

19 be fair?

20 A. Yeah.

21 MR. KEYT: No more questions. Thank you.

22 MR. KAINS: Thank you, Mr. Keyt.

23 All right. Final questions for the witness come

24 from members of the Zoning Board of Appeals.

25 MR. PLUTA: Do I get a crack first?

1 yes, that would be.

2 Q. So, a potential solution sounds like maybe adding

3 some riprap to it or maybe even improving the culvert

4 itself; is that fair?

5 A. That's fair, yeah.

6 Q. Are you familiar with the Noise Impact Assessment

7 that was provided? It was prepared by Westwood, but are

8 you familiar -- are you familiar with it?

9 A. I'll say, yes, but it's not my wheelhouse. We

10 have a specialty team that just focuses on that.

11 Q. Is someone that was involved in preparing it here

12 from Westwood? The person who actually did it is not

13 here from Westwood?

14 A. No.

15 Q. My primary question is if I look at the map that

16 is on page 4 of that document, the participating parcel

17 is outlined in -- I'm going to say magenta -- red,

18 magenta, purple, I'm not sure, but -- and there are

19 noise receptors placed at the Aholt's property and then

20 a number of properties, it looks like, within the City

21 of Okawville, and it looks to be though that there is a

22 property between Okawville and the participating

23 property here that appears to be a residence but it does

24 not have a noise-sensitive receptor located on it. Do

25 we know why there was not a noise receptor placed at

1 MR. KAINS: Oh, I'm sorry.

2 MR. PLUTA: No, you're fine.

3 MR. KAINS: Mr. Pluta, you are correct. You do

4 get redirect examination. I apologize.

5 MR. PLUTA: Just a couple.

6 EXAMINATION

7 BY MR. PLUTA:

8 Q. So, you've been talking a little bit about the

9 state that we're in, and I just want to make sure I

10 understand the order of events. So, we prepared an

11 application that's a mixture of desktop analysis and

12 engineering review; is that more or less correct?

13 A. Yes, that's correct.

14 Q. Okay, and then once we have a special use permit,

15 understanding where we're allowed to build and sort of

16 what we're allowed to build, then there are geotechnical

17 analyses that go on at the site; correct?

18 A. Correct.

19 Q. And that helps us answer questions about any

20 needed site grading or questions about, you know, what

21 direction the drainage will go; is that correct?

22 A. Yes.

23 Q. And then before we construct anything, we still

24 need a building permit from the County; is that correct?

25 A. Yes.

1 Q. And in addition to that, you may need what's
2 called a SWPPP. Can you tell me what that is?

3 A. Yeah, Solar Pollution Prevention Plan. It's
4 necessary on every solar project to have a prevention
5 plan for pollution or anything onsite that can cause
6 erosion or sediment to exist on the site and leave the
7 site, so it's protecting basically the project from
8 having all those issues.

9 Q. Okay, and I think your colleague Alli is going to
10 be able fill in more detail about road use effects of
11 transportation on roads, but based on your understanding
12 of the road use agreement that we would sign with road
13 districts, would that include things like what surfaces
14 we would condition the roads with in order to stabilize
15 them?

16 A. Yes, sir.

17 Q. And it would also cover haul routes that would
18 accommodate trucks of a certain size?

19 A. Yes, sir.

20 Q. Thank you.

21 MR. KAINS: Thank you, Mr. Pluta.

22 Now final questions come from members of the
23 zoning board.

24 MR. CHWASCZINSKI: You really should know where
25 that's going to be placed. I kind of got the idea you

1 don't know exactly where it's going to be. Is that
2 really true?

3 MR. HEIMERMAN: The -- sorry?

4 MR. CHWASCZINSKI: The solar panels.

5 MR. HEIMERMAN: Oh, we know where they're going
6 to be placed, but at this stage when you work off a
7 5-percent design, you don't have the final geotechnical
8 report, the survey that needs done. There's other parts
9 that get incorporated, but for a project like this in
10 this context, we have a pretty good general idea, yeah.

11 MR. CHWASCZINSKI: Can you show us on the map
12 then where they're going to be?

13 MR. HEIMERMAN: Yeah. Do we have the site plan,
14 or is it -- can I just go --

15 MR. KAINS: You can get up and --

16 MR. HEIMERMAN: Sure. Would that be helpful if
17 I --

18 MR. KAINS: Sure. Get up and do a show and tell.

19 MR. HEIMERMAN: So, it's kind of hard to see, but
20 most of the solar site is going to stay in this southern
21 area.

22 MR. CHWASCZINSKI: Okay.

23 MR. HEIMERMAN: A lot of times on solar
24 projects -- not like this -- you may have way larger
25 areas where there's decisions you can make on where the

1 solar can go. This project specifically just with the
2 constraints of the noise receptors, the owner wanting
3 the solar to be on the south side, there's not a lot of
4 wiggle room. It's kind of going to go where it's going
5 to go. It's basically this right here, and this green
6 line is sort of the vegetative screening that wraps
7 around it.

8 MR. CHWASCZINSKI: And so there's not going to be
9 much more land around that will not be able to be used
10 for anything else. It's -- the farmland is going to be
11 to the north then?

12 MR. HEIMERMAN: Correct, yeah. This part right
13 here (indicating).

14 MR. CHWASCZINSKI: Okay, and the Aholts
15 understand that?

16 MS. AHOLT: Yes.

17 MR. AHOLT: Uh-huh (affirmative). Yes.

18 MR. CHWASCZINSKI: Okay. That's good enough.

19 MR. KAINS: Thank you, Mr. Chwaszczinski.

20 Any other questions from members of the zoning
21 board?

22 All right. Very good. Thank you.

23 You may step down. Thank you, Mr. Heimerman.

24 (Witness excused.)

25 MR. KAINS: All right. Call your next.

1 MR. PLUTA: Much easier to pronounce. Our next
2 witness is Alli Leach from Westwood, and she's going to
3 be speaking about transportation, road use, and she can
4 answer some questions about drainage.

5 MR. KAINS: Very good.

6 Ms. Leach, could you please raise your right
7 hand?

8 (Witness sworn.)

9 MR. KAINS: Very good. Have a seat. Could you
10 state your name, spelling first and last for the record,
11 please?

12 MS. LEACH: Alli Leach, A-L-L-I L-E-A-C-H.

13 MR. KAINS: And you are employed at Westwood
14 Professional Services, is that the name of it?

15 MS. LEACH: Yes.

16 MR. KAINS: And what is your job there?

17 MS. LEACH: I am an engineering manager.

18 MR. KAINS: Engineering manager, and do you have
19 a degree in engineering?

20 MS. LEACH: I do. I have a Bachelor of Science
21 in civil engineering.

22 MR. KAINS: From where?

23 MS. LEACH: Texas A&M University.

24 MR. KAINS: So, you're familiar with the 12th
25 Man?

1 MS. LEACH: I am.

2 MR. KAINS: Texas A&M football story for another

3 time. Sorry. How long have you been employed at

4 Westwood?

5 MS. LEACH: Eight years.

6 MR. KAINS: All right, and what is your role in

7 this particular project?

8 MS. LEACH: So, my role at Westwood supporting

9 solar projects is largely on the transportation side. I

10 have had a history of developing wind projects all over

11 the U.S. Wind projects are kind of notorious for being

12 transportation-heavy. When it comes to solar, I help

13 support on that end, and then I oversee a team of solar,

14 wind, and battery storage site design engineers, so I

15 ensure qualities where it needs to be and help support

16 in situations like this.

17 MR. KAINS: All right. What would you like to

18 tell the zoning board?

19 MS. LEACH: I am here to answer any sort of

20 transportation questions. I can go back to your lime

21 stabilization question if that's helpful.

22 MR. BORRENPOHL: Sure.

23 MS. LEACH: Matt is 100 percent correct. At this

24 time, we would need further geotechnical investigation

25 to understand exactly what would need to be needed for

1 the access road that's planned on this site. However,

2 hearing from you all and your concerns whenever it comes

3 to a decommissioning perspective, there are other ways

4 that we can stabilize that road without using lime so

5 that whenever it comes to the 40-year life span or it

6 does need to be decommissioned sooner, we do keep in

7 mind that soil is tillable and useable again, so you do

8 things like a thicker aggregate section, you can use

9 geotextile fabric to strengthen the roads for deliveries

10 as needed, and then overall lifetime of the project

11 where it is a little more farm-field friendly. I've

12 seen in Illinois before. I've seen in other states as

13 well. So, definitely hear your concern, hear your

14 question. There is flexibility that that could be the

15 best-case scenario for that road based on the

16 geotechnical investigation, but it doesn't have to be

17 the only option. There are other options.

18 MR. BORRENPOHL: So, I guess the reason, the main

19 reason why I'm bringing this up is to protect the

20 citizen of Washington County and the Aholts being one of

21 them, I want to make sure they understand what could

22 happen and why, and so I just appreciate you explaining

23 the lime stabilization process so everybody gets a full

24 understanding that when that happens that that dirt

25 can't come back like their site -- your slide show says

1 that it's going to come back to resurrection or whatever

2 to life here. It will have to be hauled off, and it

3 will have to be dirt hauled back in to replace that, and

4 I want to make sure everybody understands that because

5 it happens a lot on roadways, especially when it gets

6 into the winter months and they want to get this project

7 moving, that's when they start using this a lot in the

8 inclement weather, and it really does take an impact on

9 the soil.

10 MS. LEACH: Definitely hear you, especially on

11 larger projections, but in this project there's only one

12 road, so it would really -- if it was needed at all, it

13 would be really minimal on this site.

14 MR. BORRENPOHL: Thank you.

15 MR. KAINS: Any other questions from members of

16 the zoning board?

17 Questions for Ms. Leach from members of units of

18 local government, townships, county board?

19 Come on forward, Mr. Lange.

20 MR. LANGE: I'm the Okawville Township Road

21 Commissioner. I was looking at this map, and I know

22 this is not probably the right time to bring it up, but

23 there is an existing power line running from 5th Street

24 to the Aholt property. It would be right over the top

25 of these solar panels. Is that going to be in existence

1 yet, or is it going to come down or what?

2 A. If it's over the top of the solar panels, it

3 would be on the developer to work with the utility to

4 either transition that line somewhere else or take it

5 underground. I don't know that answer at the top of

6 this question, but somebody else could from the team.

7 MR. LANGE: Okay. Thank you.

8 MR. KAINS: Thank you, sir.

9 Any other questions for members of units of local

10 government?

11 Questions from members of the public?

12 Washington County staff and consultants.

13 Nothing down here.

14 Let's go to their attorney, Mr. Keyt.

15 EXAMINATION

16 BY MR. KEYT:

17 Q. All right. Are you familiar with the noise

18 assessment in the application?

19 A. I am not.

20 Q. Are you more familiar with the culvert riprap

21 situation?

22 A. Yes, I am aware of that if you'd like.

23 Q. In terms of working with the township in relation

24 to that road if the township so requests that there be

25 additional riprap, I assume the developer would be

1 willing to do that; is that fair?

2 A. In most cases, yes.

3 Q. In relation to if the culvert needs to be

4 repaired or replaced before construction begins, I

5 assume they would be willing to do that too?

6 A. Definitely.

7 MR. KEYT: That's all the questions I have.

8 MR. KAINS: Very good. Thank you, Mr. Keyt.

9 Mr. Pluta, redirect.

10 MR. PLUTA: None for me. Thank you.

11 MR. KAINS: Okay. I missed you last time, so I

12 wanted to make sure I caught you this time.

13 Final questions for Mr. Leach come from members

14 of the Zoning Board of Appeals.

15 All right. Very good. Thank you. You may step

16 down.

17 (Witness excused.)

18 MR. KAINS: Courtnay, can you do one more

19 witness?

20 COURT REPORTER: Sure.

21 MR. KAINS: Gentlemen on the zoning board, do you

22 want to hear from one more witness before we take a

23 break?

24 All right. Real good. All right. Call your

25 next.

1 MR. PLUTA: Our next witness is Kelly McKeough

2 from Westwood. She's speaking on decommissioning and

3 the decommissioning cost estimate.

4 MR. KAINS: Thank you.

5 Ms. McKeough.

6 (Witness sworn.)

7 MR. KAINS: Very good. Have a seat.

8 Would you please state your name, spelling first

9 and last for the record.

10 MS. MCKEOUGH: My name is Kelly McKeough,

11 K-E-L-L-Y M-C-K-E-O-U-G-H.

12 MR. KAINS: And are you employed by Westwood as

13 well?

14 MS. MCKEOUGH: Yes.

15 MR. KAINS: And what do you do there?

16 MS. MCKEOUGH: I am the construction permitting

17 lead. It's a small team within our environmental team

18 overall.

19 MR. KAINS: And how long have you been employed

20 there?

21 MS. MCKEOUGH: Over six years, almost seven.

22 MR. KAINS: Are you an engineer?

23 MS. MCKEOUGH: I am not an engineer, no.

24 MR. KAINS: What is your educational background?

25 MS. MCKEOUGH: I have a Bachelor in Science from

1 the University of Minnesota Twin Cities in geology.

2 MR. KAINS: Geology. Like a cousin of

3 engineering, right?

4 MS. MCKEOUGH: Don't tell engineers.

5 MR. KAINS: All right. You may go ahead with

6 your testimony, whatever you want to tell the zoning

7 board.

8 MS. MCKEOUGH: Yes. I think this is on. I have

9 a presentation regarding the decommissioning cost for

10 the cost estimate. This is a requirement of your

11 ordinance. Some decommissioning cost questions have

12 come up. I can obviously answer those, but I am here

13 specifically for your ordinance. We'll see when it gets

14 there. All right.

15 That is just reviewing everything I said, but for

16 the public hearing process, I'm required to be here, so

17 I'm happy to answer questions on those.

18 For the basis of our estimate, we do this in

19 current dollar, so today's dollars or the dollars at the

20 time the plan was prepared and for the current design.

21 So, you've heard the design can progress more. We're

22 doing it based off the current design at this stage, and

23 this plan is made to be updated. It is made to be

24 updated prior to the building permit stage specifically

25 to include all of those updates to the design, and then

1 there's a requirement as part of the Agricultural Impact

2 Mitigation Agreement that that is also increased a

3 period of every five years as part of the agreement so

4 that that bond that goes along with it is also

5 increased. Though the design isn't going to change over

6 those years as the facility remains, we obviously want

7 to account for changing costs, which will of course

8 happen. So, all of those changes will be built into the

9 plan as the design process and as the project continues

10 to operate throughout its lifespan.

11 As I mentioned, those project quantities like

12 roadways, cabling, and things we have estimated off the

13 current design. If those were to change, we would

14 update those. Our unit pricing for this labor and

15 equipment was obtained from RSMeans using standard union

16 rate for across the U.S., and then hauling and

17 transportation for each line item were calculated using

18 travel times to currently operational facilities in the

19 area. So, if something were to change to any of those

20 bullet points, the plan would be updated as through

21 those periodic updates.

22 I have screenshots in here. They're going to be

23 hard to read, but this is part of -- these are all from

24 Attachment A of the decommissioning plan, which is part

25 of the permitting package. If you want to refer to

1 them. I can also read items off the screen, but we
 2 include things like mobilization and demobilization to
 3 and from the site to get set up for decommissioning as
 4 well as any county and state permits. These are
 5 probably a bit higher. Those do not include road use
 6 permits. I want to be clear with that because the road
 7 use would cover that, but things like the SWPPP plan
 8 that they mentioned need to be on the decommissioning
 9 end, so we include those as well. We break this out
 10 into different sections of the site. So, the civil
 11 infrastructure, we have a section for each and every
 12 component that we put on the site. Everything from
 13 fencing to the roads to any storm water basin structures
 14 that would be needed, we include a cost line item for
 15 those. I want to note that we also include a vegetative
 16 buffer. If that would be removed is a question towards
 17 the end of the project when decommissioning agreements
 18 occur, but to be conservative, anything that goes in is
 19 going to come out. We include those removal costs,
 20 their hauling cost and disposal costs as well.

21 We include costs for the structural
 22 infrastructure, so that includes the foundation posts
 23 for the actual array and the tracker racking, things
 24 like those. I know that's a bit nitty-gritty, I know,
 25 but the design team can speak more what we might be

1 construction entrance itself, erosion and sediment
 2 control, which would be covered by that Storm Water
 3 Pollution Prevention Plan or SWPPP that we were talking
 4 about before. Permanent seeding as well as tilling the
 5 arrays to return them to agricultural condition. We
 6 also include overhead project management costs, assuming
 7 personnel are going to be managing this when it occurs
 8 at the end of the site. We do not include any salvage
 9 values in this. They are not included. It was
 10 mentioned before, they wouldn't be included as part of
 11 the bond. We don't have any of them because they will
 12 not be considered for the bond.

13 So, the total deconstruction costs at this time,
 14 current dollars, current design is expected to be
 15 \$595,000.41 or across -- per megawatt DC is 70 -- about
 16 \$79,000. Again, these will be updated prior to the
 17 building permit stage, but this is the number that we
 18 have at this time.

19 Any questions? My presentation.

20 MR. KAINS: All right. Questions first from
 21 members of the zoning board.

22 MR. BORRENPOHL: Yes, I have couple questions for
 23 you, ma'am. Are you the one that put the numbers
 24 together here for this Addison Solar project where this
 25 is going and getting unit prices?

1 seeing there, but we include removal, hauling, taking
 2 them to somewhere, getting rid of them, all of that sort
 3 of stuff. The electrical collection, we also include
 4 that. That's where the panels are accounted for.

5 There was a question regarding if there are any
 6 disposal facilities in Illinois specifically that take
 7 panels. Two items to note there. Yes, there are.
 8 Waste Management, WM, they do take panels. We've talked
 9 to them before about it; however, we assume they will go
 10 to a specialty recycler. It's a standard we are using
 11 due to changing laws across the U.S. when it comes to
 12 panel handling. So, we assume all of those would go to
 13 someone who specializes in handling those so they
 14 wouldn't end up in a landfill within your county or
 15 anywhere else.

16 SCADA equipment. Basically, anything that's
 17 going in is going to come out. We include those removal
 18 costs on them, et cetera. The Gen-Tie system, which
 19 stands for generation tie line. This is also included.
 20 It's the overhead line that would take the energy from
 21 the facility and tie into the existing transmission.
 22 We've talked a bit about Ameren. This would be included
 23 as well, anything for removing those cabling to taking
 24 them off sight and disposing them, and then we have a
 25 separate site restoration section. This includes the

1 construction entrance itself, erosion and sediment
 2 control, which would be covered by that Storm Water
 3 Pollution Prevention Plan or SWPPP that we were talking
 4 about before. Permanent seeding as well as tilling the
 5 arrays to return them to agricultural condition. We
 6 also include overhead project management costs, assuming
 7 personnel are going to be managing this when it occurs
 8 at the end of the site. We do not include any salvage
 9 values in this. They are not included. It was
 10 mentioned before, they wouldn't be included as part of
 11 the bond. We don't have any of them because they will
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 17 building permit stage, but this is the number that we
 18 have at this time.

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20 MR. KAINS: All right. Questions first from
 21 members of the zoning board.

22 MR. BORRENPOHL: Yes, I have couple questions for
 23 you, ma'am. Are you the one that put the numbers
 24 together here for this Addison Solar project where this
 25 is going and getting unit prices?

1 MS. MCKEOUGH: My team put it together. I'm part
 2 of the review process, so I lead the team overall. The
 3 methodology they use is one that I'm directly part of.
 4 I help a lot of our engineers and the standing engineer
 5 who also has their stamp on the front of this is my
 6 supervisor, my direct boss, Carrie Boecher, and she also
 7 reviewed this plan, yes.

8 MR. BORRENPOHL: So, I guess where I'm going is,
 9 like, I'm impressed that the transformers and stuff are
 10 going to Caseyville, Illinois. I'd just like to maybe
 11 figure out where at in Caseyville and what company takes
 12 them.

13 MS. MCKEOUGH: I do not have the -- sorry, I
 14 don't have the plan in front of me. On our back end, we
 15 can get those numbers to you for sure, if it will be
 16 helpful. We have actually included a table in the past
 17 with those exact facilities, and we can include that for
 18 the updated plan prior to the decommissioning agreement
 19 to have those.

20 MR. BORRENPOHL: With the Waste Management, I
 21 know they're corporate America, but has the local
 22 landfill been called for these prices, or is this
 23 something that's been assumed throughout Waste
 24 Management throughout the United States?

25 MS. MCKEOUGH: We -- our approach -- so the plan

1 itself is not what has to happen at the end of the
2 lifetime. It's for estimating the costs. We have found
3 that when it comes to getting ahold of people, Waste
4 Management is the easiest to get ahold of. If it's
5 preferred that we do reach out to the local recycler, we
6 can update those prices before the building permit
7 stage.

8 MR. BORRENPOHL: I think it's important for the
9 public to know with the decommissioning plan, I feel
10 like it's very light. If you would call Waste
11 Management down in Marissa tomorrow, I think you'd find
12 the tonnage different than what you have in here. I
13 would call it astronomically different, but that would
14 be my opinion. I don't have that off the top of my
15 head, but I don't feel like all this is quite adequate
16 at \$500,000 for cleaning it up.

17 MS. MCKEOUGH: We can make sure that we include
18 those facilities that we're utilizing for our estimate.
19 We believe that these are the accurate means and methods
20 at this time.

21 MR. BORRENPOHL: That's all I have.

22 MR. KAINS: Thank you, Mr. Borrenpohl.

23 Any other questions from members -- yes, Mr.
24 Chwaszczinski.

25 MR. CHWASZCZINSKI: How often is it required to be

1 updated through the life of the project? Is that -- I
2 think we got that in the arguments, is it like every
3 five years it has to be updated?

4 MS. MCKEOUGH: Yep. So, it will definitely be
5 updated prior to the building permit stage. That's
6 definitely going to happen. So, not five years from
7 today or whenever. That would be prior to the building
8 permit, the decommissioning agreement, and from
9 operation, it would be every five years, yes.

10 MR. CHWASZCZINSKI: Okay. So, whenever you sell
11 this, whoever buys it will inherit that obligation?

12 MS. MCKEOUGH: They will inherit the Agricultural
13 Impact Mitigation Agreement, which outlines the
14 decommissioning, the lease agreements, and the
15 decommissioning agreement and many more things, but as
16 far as my wheelhouse goes, yes, they would inherit that
17 decommissioning agreement, including the responsibility
18 with the bond and fulfilling that bond.

19 MR. CHWASZCZINSKI: Okay. Thank you.

20 MR. KAINS: Any other questions for this witness
21 from members of the zoning board?

22 Questions for this witness from members of units
23 of local government?

24 Questions from the general public for this
25 witness?

1 Questions from Washington County staff and
2 consultants?

3 Questions from Washington County's attorney?

4 MR. KEYT: I've got a few.

5 EXAMINATION

6 BY MR. KEYT:

7 Q. So, the plan will be updated and then provided to
8 the County. I assume that will be updated prior to the
9 building permit with sufficient time that the County can
10 have a third-party engineer review the plans; is that
11 fair?

12 A. Yes, a third-party engineer, we will adhere to
13 that. I also wrote down something, the cost of
14 construction, that will be included in that as well.

15 Q. Okay. And then also on the decommissioning plan
16 that's provided, it states that the useful life of the
17 panels is generally considered to be 35 years. The
18 project manager that testified -- the project manager
19 that testified earlier indicated he wanted a special use
20 for 40 years. So, is there a reason for that
21 discrepancy between the two?

22 A. 35 is what we typically see across the industry.
23 We would obviously get that in line with their 40-year
24 special use permit. 35 -- you heard those, 25 tossed
25 around, 40 tossed around, I'm now saying 35. That's the

1 full usefulness of panels, typically with warranties
2 going 10 years less than that, but we would make sure
3 that that is in line with the special use permit for the
4 updated decommissioning plan, yes.

5 Q. The cost estimate that's provided, what is -- the
6 cost estimate, is it considering profit within the cost
7 estimate?

8 A. Yes. We use overhead and profit for all of our
9 labor, so it's not just like a direct wage. The wage
10 that is included in there also includes any overhead,
11 like added time for labor that's not directly involved
12 with those facilities, as well as for a contractor or
13 general contractor who would be on the site.

14 Q. Can you point to me in the plan where that
15 profitability is located?

16 A. It's not a broken-out one. It's every single
17 line item that includes some laborer has the fee that is
18 used to calculate that labor already addressed in that,
19 and it's somewhere usually around 47 percent is overhead
20 and profit typically, but that is already automatically
21 built in. So, for the labor to remove the panels, that
22 labor for removal itself is already accounting for any
23 overhead and the profit for those specifically.

24 Q. Within the -- well, strike that. You mentioned
25 -- you said earlier there was a recycler located in

1 Illinois for solar panels?

2 A. Yes.

3 Q. Who is that?

4 A. Interco Trading is located here. There are a few
5 others that take damaged/used panels. Yeah, there's a
6 few licensed ones. I can't remember every single one
7 off the top of my head, but we could get you a list of
8 all of those as well.

9 Q. Is there one located nearby?

10 A. Interco Trading is located -- I don't know how
11 many miles. I want to say around 90 miles from here,
12 but we could get that direct number or exact number.

13 Q. Where are they located?

14 A. Sorry, I don't have my plan in front of me, but
15 Interco Trading has multiple. There is one directly in
16 Illinois. I cannot remember the exact town off the top
17 of my head, but --

18 Q. In the plan it states that there's a line item --

19 A. It might be Missouri is what I'm thinking of.
20 Apologies.

21 Q. Well, there's one listed: Haul PV panels to
22 reseller/recycler, and it states Edwardsville, Illinois?

23 A. Yeah, that's the Edwardsville is Interco Trading,
24 yes.

25 Q. That line item indicates that the quantity of

1 tons to be removed would be 373 tons and that the cost
2 to do that would be \$8,478?

3 A. Yes.

4 Q. How many semi loads would be 373 tons?

5 A. 20 something.

6 Q. So, you can get semi-trucks to drive from here to
7 Edwardsville, and you can get that many trucks to do
8 that for \$8,478?

9 A. I can't speak to that exact calculation, but we
10 can make sure that we look at that.

11 Q. In terms of the wages used, you indicated that
12 you used RSMeans and pricing was used for the Centralia,
13 Illinois region for the third quarter of 2025. Illinois
14 has a Prevailing Wage Act. To the extent the County has
15 to claim the funds and then perform decommissioning
16 subject to the prevailing wage rates --

17 A. Yes.

18 Q. -- did you use -- did you calculate the
19 prevailing wage rates for that?

20 A. We did not use it at this time, but we can use it
21 for the building permit. It changes fairly frequently
22 depending on the month, but we can make sure that that
23 is used for the building permit, yes.

24 Q. In terms of there is another facility listed here
25 which is haul material to Marissa, Illinois, and I think

1 it's the Cottonwood Hills Landfill?

2 A. Uh-huh (affirmative).

3 Q. Is that a yes?

4 A. Yes.

5 Q. And has someone talked to Cottonwood Hills
6 Landfill to determine whether they would take the amount
7 of material they're being requested to take under this
8 proposed decommissioning agreement?

9 A. So, I've spoken with someone at Waste Management
10 Solutions in -- for the region before, and they've --
11 when we've asked them that exact question if they would
12 have the capacity, they state that this is their
13 business and that they would figure out a way to get
14 that material, whether it's taking it in and putting it
15 to a transfer facility or something of that sort. So,
16 whenever that question has been asked, they've told us
17 that they would make capacity for it basically, so --

18 Q. But in the terms of your conversation with Waste
19 Management though is it that they would make capacity in
20 the Waste Management system, or are they specifically
21 stating they would make that capacity at the Cottonwood
22 Hills Landfill?

23 A. Just in their system.

24 Q. So that may be at the Cottonwood Hills Landfill,
25 it may be in Ohio or somewhere else?

1 A. When we have spoken to them in the past
2 specifically in this region in Illinois, it's usually
3 been the next landfill is the same distance away just a
4 different direction, but if that were to be something
5 that we would want to account for, we could of course do
6 that and do a further away landfill.

7 Q. The cost estimate section states that the project
8 quantities are based on the 2025-11-14 Addison Solar
9 10-percent preliminary civil design plan prepared by
10 Westwood Professional Services. At what point would you
11 be comfortable -- what percent of design plan would you
12 be comfortable giving the entirety of the
13 decommissioning cost estimate?

14 A. 60 -- 30 --

15 MR. HEIMERMAN: Yeah, 60 or 90 is usually --

16 A. Usually 90 percent. Those timelines come at
17 different -- I don't know. Those timelines happen at
18 different times based on the client and size of the
19 project, but 60 to 90 percent pre-building permit stage
20 of course.

21 Q. Do you have -- were you involved in preparing the
22 noise assessment?

23 A. I was not. My colleague was, and they are not
24 here.

25 MR. KEYT: Okay. That's all the questions I

1 have.

2 MR. KAINS: Thank you, Mr. Keyt.

3 Redirect, Mr. Pluta.

4 EXAMINATION

5 BY MR. PLUTA:

6 Q. I believe that this is fairly clear from your

7 testimony, but I just want to make sure there's a

8 question and answer in the line up on this. Is it your

9 understanding that prior to us beginning construction

10 we'll produce a new decommissioning cost estimate?

11 A. Yes.

12 Q. And are you familiar with the AIMA?

13 A. I am familiar with the Agricultural Impact

14 Mitigation Agreement, yes.

15 Q. And do you understand that for our financial

16 assurance commitment that we make to the County that the

17 County has an opportunity to tell us whether or not

18 they're satisfied with the bond, and if they're not then

19 we have to revise our estimates?

20 A. Yes.

21 Q. And I believe from your testimony if the County

22 wants us to consider things like the prevailing wage on

23 a given month or haul distances from a certain landfill,

24 that's stuff we would accommodate; is that correct?

25 A. Yes.

1 MR. PLUTA: Thank you.

2 MR. KAINS: Thank you, Mr. Pluta.

3 Final questions for the witness come from members

4 of the board.

5 All right. Very good. Thank you.

6 You may step down.

7 (Witness excused.)

8 MR. KAINS: Mr. Keyt, are you going to need 15 or

9 20 minutes?

10 MR. KEYT: Yeah.

11 MR. KAINS: Okay. We've been at it for about an

12 hour and 45 -- hour and 50 minutes, so Mrs. Orman, our

13 court reporter, doesn't get mad at me, we're going to

14 take a break so she can rest her fingers, and the Zoning

15 Board of Appeals of Washington County is in recess until

16 9:30. Thank you.

17 (Recess was taken.)

18 MR. KAINS: All right. Mr. Pluta, do you have

19 any additional witnesses?

20 MR. PLUTA: No. No more witnesses for us.

21 MR. KAINS: Okay. No more witnesses. The

22 Applicant rests its case, and now that the Applicant has

23 rested its case, it's time to hear from members of the

24 public.

25 Is there anyone from the public who wishes to

1 testify, come up here, be sworn in, and say what they

2 want to say about the project? Anyone in favor who

3 wants to come up and say why they're in favor?

4 All right. How about anybody who was wanting to

5 testify who is opposed to the project?

6 And I always ask this because there's once in a

7 blue moon it happens, is there anyone who's neutral on

8 the project and wants to get up here and give their

9 testimony?

10 All right. Mr. Keyt, does Washington County have

11 any evidence it wishes to present?

12 MR. KEYT: None from myself or the attorneys, but

13 I don't know if the staff has anything that they want.

14 MR. KAINS: Do you have any witnesses you wish to

15 call?

16 MS. TRAGESSER: I do not.

17 MR. KAINS: Do either of you wish to testify?

18 MS. TRAGESSER: I do not.

19 MR. KAINS: You don't have to.

20 MR. MILLER: No.

21 MR. KAINS: All right. Nobody else wants to

22 testify, and that's just fine.

23 All right. Then it is time for then a brief

24 closing statement or summation of the evidence.

25 Mr. Pluta.

1 And I never limit anybody, but I'm going to limit

2 you tonight to about five minutes. How's that?

3 MR. PLUTA: It's a surprising number of minutes

4 to give me.

5 MR. KAINS: Go right ahead.

6 MR. PLUTA: Thanks for everybody's time tonight.

7 I know this is a long and arduous process, and we

8 appreciate you looking through our application,

9 listening to what we have to say, and providing

10 feedback, because this is one of the preliminary steps

11 in building a solar project, of which we will have many

12 others if we're granted a permit by the county board.

13 I did want to touch briefly on the Comprehensive

14 Plan issue that came up at the -- towards the beginning

15 of questioning. You know, the Comprehensive Plan is

16 dense. I actually read it this morning, and, you know,

17 it obviously says a lot about agriculture. It also

18 talks a lot about a community that wants to diversify

19 and build on its economic profile. So county-wide

20 planning rules I wanted to make sure you're aware of,

21 one is quality of life, and it's characterized by an

22 attractive, healthy environment while being open to

23 opportunities to expand the county's economy and tax

24 base. Obviously, we're contributing to the tax base

25 through the taxes that we have to pay as the solar

1 company, and, you know, for those of you who believe in
2 renewable energy, you know, the clean energy goal that
3 we have in the county, we can contribute to that as
4 well. We're not a coal power plant.

5 I also want to talk about one other planning
6 goal, which is development patterns, which is adequately
7 served by transportation facilities, community
8 facilities, public utilities, and other urban services
9 and amenities. At page 68 of the Comprehensive Plan, it
10 talks about siting public utility assets and assets that
11 benefit municipalities as close as you can be to the
12 municipality so that you're locating services in a way
13 it benefits the population that it serves, and that's
14 what community solar provides. It provides enough solar
15 for a couple thousand houses, so it would cover the
16 amount of electricity that you need for the City of
17 Okawville. Not all of the time; it's an intermittent
18 source of electricity, but it does something to continue
19 powering a region that also in your Comprehensive Plan
20 is one of your three industrial centers within the
21 county.

22 So, you know, we think this is a decent place to
23 have a solar site. We have a willing landowner, and
24 just on the agricultural note, I know that, you know,
25 people's thoughts on whether or not this area could be

1 returned to agricultural is bit of a mixed bag, and this
2 is a young industry so truly we don't know exactly how,
3 you know, the soil will respond after 30 years of
4 inactivity, but one thing it does allow for, you know,
5 neighboring farmers to do is diversity their economic
6 profile so they're not constrained to just farming, and
7 they continue supporting their other farming practices.
8 So, that's something that we'd like you to keep in mind
9 as applying the Comprehensive Plan to the practical
10 realities that we live with.

11 So, you know, we've provided a presentation. The
12 only evidence that's on the record is what's been
13 provided by us. There are no sworn witnesses that have
14 opposed the project. So, you know, I request that you
15 review our application just one more time, figure out
16 whether or not you've heard any sworn evidence on the
17 other side of what we've spoken about tonight, and we
18 think after that we would be entitled to a
19 recommendation for approval from this board. Thank you.

20 MR. KAINS: Thank you, Mr. Pluta.

21 Mr. Keyt, do you have any closing statement you
22 wish to present?

23 MR. KEYT: No, we don't.

24 MR. KAINS: Anybody else want to say anything
25 else?

1 MR. KAINS: I guess we can call this public
2 comment with respect to this particular project. Public
3 comment comes later on in the agenda Chairman Mulholland
4 and Linda pointed out to me, but anybody want to make
5 any public comment on this particular project?

6 It looks like Mr. Chwasczinski wants to say
7 something.

8 MR. CHWASCZINSKI: Yeah, I don't know how to come
9 out with it. It seemed to me the weakest part I heard
10 is the decommissioning process. It left a lot of
11 openness in my mind as to how thorough that
12 investigation has actually been. I do like the idea
13 it's going to be renewed every five years, I guess, but
14 that's the way it's supposed to be, but, Mr. Keyt, could
15 you comment on your thoughts on the amount of work that
16 went into that decommissioning report?

17 MR. KEYT: The decommissioning plan that's there
18 now, is that what you're referring to?

19 MR. CHWASCZINSKI: Yeah.

20 MR. KEYT: I don't know how much work went into
21 it. One of the conditions if it were to be approved
22 would be that they would have to come back and update
23 that decommissioning planning, and then that
24 decommissioning plan goes to a third-party engineer to
25 review the cost estimates and the assumptions that are

1 based there. Oftentimes the third-party engineer's
2 review comes back with comments that go to the developer
3 and then there's some discussion about updating the plan
4 and then increasing the cost estimates.

5 MR. CHWASCZINSKI: So, there is some mandatory
6 review of that?

7 MR. KEYT: Yeah, and that happens before the
8 building permit gets issued. So, if the -- if the
9 project is approved, before they get that building
10 permit, the third-party engineer of the County, the
11 County's third-party engineer would review that plan to
12 make sure that it is correct, and often time -- I mean
13 we have a number of engineers that we work with, but
14 typically we find one that has capacity at the time to
15 review it.

16 MR. MULHOLLAND: If it comes time to decommission
17 this thing and there's not enough money there to
18 decommission it, is the landowner responsible for the
19 balance?

20 MR. KEYT: Not typically.

21 MR. MULHOLLAND: Why wouldn't they be?

22 MR. KEYT: Well, some counties provide a
23 provision that the overage, if there is any for
24 decommissioning funds, would be borne by the landowner.
25 I don't think that's included in your ordinance. I'd

1 have to double check, but I don't think there's a
 2 provision that the landowner is then on the hook to
 3 remove it. Now keep in mind if they want to utilize the
 4 property for some other useful purpose, somebody would
 5 have to take it out; otherwise, they're just going to
 6 have, you know, steel pilings and panels sitting there.
 7 There is a provision of a third party or the parent
 8 company guaranteeing that within your draft conditions
 9 too that the parent company, whoever the parent company
 10 would be, is responsible for removal of the system if
 11 the financial assurances were not sufficient and the
 12 project company was no longer running.

13 MR. MULHOLLAND: Who enforces that?

14 MR. KEYT: Typically the County. The County
 15 would. Whoever the holder of the funds of the
 16 decommissioning would be. So, when it leaves here and
 17 goes to the County -- the county board, I mean, when it
 18 leaves here and goes to the county board, before they
 19 get their building permit, they have to have a
 20 decommissioning agreement in place. That
 21 decommissioning agreement spells out the relationship
 22 between the County and the developer, including the
 23 things like how often they have to update the financial
 24 assurances, how often the decommissioning plan cost
 25 estimates have to be updated, and then also, you know,

1 there's things in there, for example, an inflation
 2 escalator of two to three percent is usually included.

3 Yeah. Good point. So, Alex brings up that
 4 typically that schedule is about every five years, the
 5 cost estimates are updated. So, there's normally an
 6 inflation escalator that is added every year, so
 7 somewhere between two and three percent, so every year
 8 the financial assurance has to be re-upped or renewed.
 9 The bond or the letter of credit would be renewed. It
 10 goes up every year compounding, and then on top of it,
 11 those cost estimates are reviewed every five years to
 12 make sure that they're staying current even though
 13 there's also an inflation escalator to it. Ideally, you
 14 know, there's enough funds there to remove the project,
 15 and, you know, we haven't yet had a situation where
 16 we've had to decommission a project in the projects that
 17 we've had, so it's hard to say how that all pans out.
 18 You know, in 20 years from now or 10 years from now when
 19 some of these projects may start getting decommissioned,
 20 I think we'll find out, but who knows.

21 MR. KAINS: Any other final questions for Mr.
 22 Keyt from the board?

23 All right. The evidence in this hearing is now
 24 closed. I will turn things over to Mr. Keyt for the
 25 zoning board to deliberate and vote on the application.

1 First will be -- are you going to do findings of fact
 2 first, Mr. Keyt?

3 MR. KEYT: We will, yeah.

4 MR. KAINS: There will be findings of fact that
 5 have to be approved by the Zoning Board of Appeals. Mr.
 6 Keyt will walk you through those, and then there will be
 7 a discussion and vote on conditions, proposed conditions
 8 that if the project is approved that certain important
 9 conditions will attach that will benefit Washington
 10 County.

11 So with that, I'll turn the floor over to
 12 Mr. Andrew Keyt.

13 MR. KEYT: Okay. Thanks, Mr. Kains.

14 I assume that the ZBA wants to review findings of
 15 fact and conditions, proposed conditions for the project
 16 and make a recommendation to the county board, but it's
 17 up to you if you want to do that tonight. I think we
 18 can probably get it done in the next 15 minutes or so,
 19 but, again, also, it's up to you if you want to do that.
 20 If somebody indicates to me otherwise if you want to
 21 recess and come back another night to do the findings
 22 and conditions, you can.

23 MR. MULHOLLAND: Let's do it.

24 MR. KEYT: Okay. Let's do it. So, Brian has
 25 distributed a set of findings of fact. Findings of

1 fact, there's a few items that will update with the
 2 findings of fact that we have in front of you because we
 3 have the witness testimony from tonight. Brian will
 4 include that into the written findings of fact to be
 5 included, and then these findings of fact, I think we've
 6 gone through this similar process before, but findings
 7 of fact take your ordinance, it lists out all the
 8 requirements within your ordinance, and then it lists
 9 out the areas within the application that address that
 10 issue within the ordinance and where it's found. We do
 11 typically include certain aspects that may not be
 12 included within the application, so things that may be
 13 missing. So, one of them in relation to this project
 14 was there wasn't a topographical map, for example. Take
 15 that for what it's worth.

16 Yep, that's denoted on page 5 in red. To the
 17 extent -- I don't know if you guys want a moment to
 18 review the draft findings of fact. We could, if you
 19 wanted to, take a break and review those findings of
 20 fact, if you wanted to do that for a few minutes. If
 21 you wanted to do it that, we could, but they're pretty
 22 standard compared to what we've had in the past, so
 23 there isn't a lot of surprise within the application,
 24 I'll say that, in comparison to some ones we've seen in
 25 the past. It is a little more -- it has addressed all

1 the elements within your ordinance. I know we've had
2 some in the past that have failed to do that, but this
3 one I think did address the elements that are required
4 within your ordinance in some fashion.

5 If you want -- if somebody wants to make
6 amendments or changes you can to the draft findings of
7 fact, but, otherwise, we can entertain a motion to
8 approve the findings of fact with the updates from
9 tonight's testimony that come from Brian, and she'll
10 provide them -- he'll provide them to the zoning office.

11 MR. MULHOLLAND: Is there a motion?

12 A motion.

13 MR. CHWASCZINSKI: Let's before we go any
14 further, let's review the vegetative filter that's going
15 to be around this along the road and by the Aholt house.
16 Can we do that?

17 MR. KEYT: You want to look at the map?

18 MR. CHWASCZINSKI: I'm looking for it, but I
19 haven't found it.

20 MR. KEYT: If you have a copy of the application
21 in front of you --

22 MR. CHWASCZINSKI: And what is that vegetative
23 filter going to consist of?

24 MR. KEYT: In terms of the vegetative buffer?

25 MR. CHWASCZINSKI: Yeah, what are they going to

1 use besides -- it's not going to be solid trees. It's
2 how far apart are those trees going to be?

3 MR. KEYT: So, a couple things we could do, so
4 the -- they kind of have a -- I'm going to say
5 preliminary plan for vegetative buffer. What we can do
6 it in terms of the conditions, we could always have them
7 provide a plan for a vegetation buffer that is more
8 definitive for review by the County prior to the
9 issuance of the building permit. So, we could do that.
10 Now, if we want to wrestle down what exactly the
11 vegetative buffer would look like, we could, or you
12 could defer it and say: Provide a more concrete plan
13 when you get closer to the building permit. Before you
14 get your building permit, provide that plan to the
15 County for review and approval. So, you could handle it
16 that way too as part of a condition.

17 MR. CHWASCZINSKI: Okay. All right. Well, all
18 right. I would settle for that then. Okay.

19 MR. KEYT: Well, it's up to you. I don't want to
20 fuse my thoughts on it, but you at least then would give
21 the County, like the zoning office/county board an
22 opportunity to review that vegetative screening plan.
23 Right now, your ordinance requires that they have to
24 screen it from any visible nonparticipating residence, a
25 landscape screening has to be located between the

1 fencing and the property line. It doesn't designate
2 within the ordinance any specific tree species, but what
3 I would suggest and what has kind of become the norm
4 around the State and other counties is typically when
5 the developer comes, they haven't necessarily squared
6 that off what they're going to utilize for the
7 vegetative screening, and so it's sometimes easiest to
8 say, okay, bring us a plan that is more concrete and
9 defined for the county board to review and approve
10 before you get your building permit.

11 MR. CHWASCZINSKI: Okay. Well, a point to
12 consider is the Aholt family is not -- if this was
13 approved and built, the Aholt family is not going to be
14 there for the longevity. There's going to be somebody
15 else there as time goes on, you know, so --

16 MR. KEYT: Yeah, true, and if there's something
17 you have in mind, we can always put a recommendation to
18 the county board in the form of a condition of what the
19 buffer would be consisted of, arborvitae or some other
20 sort of evergreen or something else, but we could do
21 that too. Otherwise, what you could say is bring the
22 County the plan for review and approval before you get
23 your building permit.

24 MR. CHWASCZINSKI: Well, I don't know how
25 important it is to be too specific, but my plan would be

1 to have a row of evergreen trees there between that
2 Aholt house and the project so that, you know, it really
3 is out of sight, but I won't require that. I'll leave
4 that with the County authorities.

5 MR. KEYT: Yeah, I think what you're saying is
6 extend the buffer along the north side for the entirety
7 of that north edge?

8 MR. CHWASCZINSKI: Yes, that is correct. Yeah.

9 MR. KEYT: Okay. Okay. Any other thoughts,
10 comments?

11 In relation to the findings of fact, anyone who
12 wants to make a motion to approve the findings of fact?

13 MR. BORRENPOHL: I'll make that motion.

14 MR. KEYT: Okay. Is there a second?

15 MR. CLARY: I'll second.

16 MR. KAINS: All those in favor signify by saying
17 "aye".

18 MEMBERS OF THE ZBA: (Unanimous "aye")

19 MR. KEYT: Opposed same sign.

20 All right. The motion carries 5 to 0. Okay.

21 Let's talk about conditions here for a moment.
22 There is a draft set of conditions that we have used.
23 Brian is distributing to you. We have used in the past
24 a draft set of conditions that is very similar to the
25 ones that are denoted here. I'm going to go through the

1 highlights of it, and I don't think anybody wants me to
 2 read all 9 pages of the draft conditions, so I'm going
 3 to through the highlights of it. There is a term period
 4 for the special use on page number 1, item number 3.
 5 What I would suggest is that term for the special use --
 6 and one thing I'll denote from the outset, the county
 7 board has the final say on conditions. The ZBA can make
 8 recommendations on the conditions. If I were to make a
 9 suggestion, I would put in a specific term on item
 10 number 3 that would be somewhere probably 30 years for
 11 the project if you want to do that. That's been the
 12 testimony as to useful life of the panels. The warranty
 13 period is 25 years, and at 30 years then they would
 14 either have to come back and extend the special use or
 15 then decommission the project.

16 MR. BORRENPOHL: So, I was going to add on to
 17 this topic before we talked about the motion. I think
 18 25 years would be adequate. It's getting to the end of
 19 the lifetime of the panels, and I think it -- it would
 20 be a good time for everybody to revisit the site.

21 MR. KEYT: Yeah, if everybody is in consensus
 22 with that, we could adjust that to 25.

23 MR. MULHOLLAND: That sounds good.

24 MR. KEYT: Okay. Moving on. The next probably
 25 major one is on page 2, road use agreements. This just

1 spells out that prior to obtaining a building permit
 2 they have to enter into the road use agreement with the
 3 applicable authorities. That's the only requirement of
 4 it. It doesn't spell out really anything else, but
 5 violations of those road use agreements would be a fine
 6 of up to a thousand dollars per day per violation.

7 Item number 6 deals with school buses and
 8 vehicular traffic. That's also on page 2. I'm going to
 9 skip then to page 3, decommissioning and security. What
 10 I would suggest is this is the standard language we've
 11 used in the past conditions, but I would suggest that we
 12 add a provision that says: Requires them to update the
 13 decommissioning plan cost estimates before getting the
 14 building permit or before applying for the building
 15 permit, excuse me, and add in also -- what I would
 16 suggest we add in that they provide a hundred percent of
 17 the decommissioning -- agreed upon decommissioning cost
 18 estimate without a discount for salvage value before
 19 they get a building permit, and we'll supplement that
 20 condition with that specific language.

21 Number 12 deals with assignments. So, to the
 22 extent that the developer wishes to assign this project
 23 or this company to somebody else, another entity -- so
 24 if Cultivate wants to sell Addison Solar, LLC, they have
 25 to get the approval of the board before they go down

1 that path. Now, they can assign financing interest.
 2 They can assign investor interest without coming to the
 3 board. That's fairly common. If they want to sell the
 4 project entity, they'd have to bring that to the county
 5 board for approval, and then that gives the county board
 6 an opportunity to vet the project -- vet the company
 7 that is coming to buy the project.

8 Then the next one I'm going to talk about is on
 9 page 5, which is fire projection districts and emergency
 10 response. This particular provision requires that the
 11 company coordinate a biannual review of policies. They
 12 have to provide training to any applicable fire
 13 district, and then also any equipment that may be
 14 necessary for those fire districts to respond to an
 15 emergency, and that is from the testimony that we've
 16 heard, they're willing to reimburse the governmental
 17 bodies for any costs of emergency services rendered by a
 18 governmental entity where said emergency is attributable
 19 to a project. So, if we have a fire and a fire district
 20 has to respond, that way our taxpayers aren't taking the
 21 load of what that cost is. They're getting reimbursed
 22 by the developer for that emergency response, and
 23 occasionally we have had -- I think it was just last
 24 week we had a fire at one facility. It was relatively
 25 minor, but the fire district had to respond to it.

1 Okay. The next one I'm going to talk about on
 2 page 6, paragraph 20, is a parent company guarantee.
 3 So, as we heard, the owner of this project company is
 4 Cultivate Power. Cultivate Power then we want to have a
 5 requirement that they guarantee any payment or
 6 performance related to any conditions, and if the
 7 project is assigned pursuant to paragraph 12 -- that's
 8 the one we talked about a moment ago -- then that parent
 9 entity has to assume any responsibilities for
 10 performance with applicable laws and regulations.

11 Number 21 is the registration of the Secretary of
 12 State. So, to the extent the project company or the
 13 parent company is not an Illinois registered
 14 corporation, we would want them to become one.

15 I'm going to skip down then to number 26. It's
 16 on page 7, the drain tile survey. What I would suggest
 17 in addition to the drain tile survey is that we
 18 supplement that particular condition with also a
 19 provision that provides a farmland drainage plan for the
 20 site.

21 Number 32, same page, deals with the requirement
 22 that we want the company to work with and make good
 23 faith efforts to hire local contractors. We can't
 24 require them to hire local contractors, but we can
 25 require that they use good faith efforts to do so.

1 Number 38 deals with the vegetation management
2 plan, and I think -- I think the resolution we came to
3 on that is that -- I'm sorry, number 38 is the
4 vegetation management plan. So, prior to the issuance
5 of the building permit, the company shall provide a
6 comprehensive vegetative management plan which I'm going
7 to suggest also include any weed and grass control plan
8 consistent with the county's ordinance and that no
9 building permit would be issued prior to the county's
10 approval of that vegetation management plan.

11 Then number 38 deals with the vegetative buffer,
12 and same thing, I would suggest we just require them to
13 submit a vegetation screening plan to the county board
14 for review and approval.

15 And then finally on page 9 -- the last page, we
16 suggest requiring an updated noise study before they get
17 a building permit, and then also there's a provision in
18 the conditions that there -- they cannot utilize battery
19 storage at this site.

20 Any questions that anybody has in relation to the
21 conditions, amendments, changes, et cetera, anybody
22 wants to make?

23 If not, you could entertain a motion -- and,
24 again, the conditions are just a recommendation to the
25 county board. They're ultimately up to the county board

1 MR. CLARY: Yes, I'll second that.
2 MR. KAINS: Any further discussion?
3 MR. KEYT: Okay. Hearing none, all those in
4 favor signify by saying "aye".
5 MEMBERS OF THE ZBA: (Unanimous "aye")
6 MR. KEYT: Opposed same sign.
7 Okay. Motion carries 5 to 0. I'll turn it back
8 to Mr. Kains.
9 MR. KAINS: Very good. Thank you, Mr. Keyt.
10 Thank you, members of the zoning board.
11 When is the next county board meeting?
12 MS. TRAGESSE: The second Tuesday.
13 MR. KAINS: The second Tuesday in March.
14 UNIDENTIFIED SPEAKER: At seven o'clock in the
15 evening.
16 MR. KAINS: 7:00 p.m., which would be March 10th,
17 7:00 p.m. in this room; is that correct? So that's when
18 final action can be taken by the Washington County
19 Board.

20 All right. Then that concludes item number 5 on
21 the agenda, and that is it for the Addison Solar, LLC
22 project, and I'll turn it back over to the chairman of
23 the board, Mr. Mulholland.

24 MR. MULHOLLAND: Okay. Well, do we have to have
25 a -- what do you call it?

1 whether to adopt conditions or not or then change the
2 conditions if they see fit, but is there a motion to
3 recommend the conditions as drafted with the suggested
4 changes that we went through?

5 MR. CLARY: I make a motion.

6 MR. KEYT: Is there a second?

7 MR. BORRENPOHL: I'll second it.

8 MR. KAINS: Any further discussion?

9 Okay, hearing none, all those in favor signify by
10 saying "aye".

11 MEMBERS OF THE ZBA: (Unanimous "aye")

12 MR. KEYT: Opposed same sign.

13 Okay. Motion carries 5 to 0.

14 Final action to take is a recommendation to the
15 county board. Your options are to recommend approval,
16 approval with conditions, or a denial. Again, it's a
17 recommendation to the county board. I don't tell you
18 how to vote. My only suggestion is if you do make a
19 recommendation of approval, you make the recommendation
20 of approval with conditions.

21 Is there a motion that anybody wishes to make?

22 MR. BORRENPOHL: I will make that motion. I'll
23 make an approval with conditions to the county board to
24 approve this site.

25 MR. KEYT: Okay. Is there a second?

1 MR. CLARY: Yes, I'll second that.
2 MR. KAINS: Any further discussion?
3 MR. KEYT: Okay. Hearing none, all those in
4 favor signify by saying "aye".
5 MEMBERS OF THE ZBA: (Unanimous "aye")
6 MR. KEYT: Opposed same sign.
7 Okay. Motion carries 5 to 0. I'll turn it back
8 to Mr. Kains.
9 MR. KAINS: Very good. Thank you, Mr. Keyt.
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19 Board.
20 All right. Then that concludes item number 5 on
21 the agenda, and that is it for the Addison Solar, LLC
22 project, and I'll turn it back over to the chairman of
23 the board, Mr. Mulholland.
24 MR. MULHOLLAND: Okay. Well, do we have to have
25 a -- what do you call it?

1 MR. KEYT: Public comment?
2 MR. MULHOLLAND: No. Okay. Pleasure of the
3 board. Do you want to -- do we have a motion to
4 adjourn?
5 MR. BORRENPOHL: We already approved this.
6 MR. MULHOLLAND: We're ready to vote on it.
7 MR. KEYT: Chairman Mulholland, I'm sorry, I
8 don't mean to interrupt you. I think one item we should
9 do is have a call for public comment if there is any.
10 MR. MULHOLLAND: Okay.
11 MS. RIVES: Unless we already did that. I don't
12 think we did.
13 MR. CLARY: Linda, go ahead.
14 MS. TRAGESSE: I did need to ask the board. We
15 have two cases for hearing next month, both of them are
16 solar -- commercial solar facilities. They're both from
17 the same developer, and they have requested that we have
18 both hearings on the same evening, and I would ask our
19 facilitators to try and streamline the process as much
20 as possible, but I would also like to get the feeling of
21 the board and approval of the board to schedule that
22 hearing for, let's say, 6:30 in the evening to get an
23 earlier start, you know, both for us and for people
24 coming and attending the hearing to give testimony. So,
25 is six o'clock or 6:30 -- would that be --

1 MR. MULHOLLAND: Even six o'clock would be fine.

2 I wouldn't think it would be a problem. Don't you?

3 MR. GOGOLEK: Shouldn't be.

4 MR. MULHOLLAND: Could you make it by 6 o'clock,

5 Mike?

6 MR. CHWASCZINSKI: I'll try. What I want to

7 know --

8 MR. MULHOLLAND: We'll do six o'clock.

9 MR. CHWASCZINSKI: What I want to know before we

10 go any further, these two sites, are they geographically

11 close to each other, or are they going to involve two

12 sets of people?

13 MR. CLARY: Two sets of people.

14 MS. TRAGESSE: There's two different farms --

15 well, two different parcels.

16 MR. CHWASCZINSKI: I think it involves --

17 MS. TRAGESSE: One is the Will family on 127,

18 and the other one is behind Meyer's Greenhouse on West

19 St. Louis Street.

20 MR. KAINS: Courtney, we're done.

21 We'll go off the record.

22

23 (END OF PROCEEDINGS.)

24

25

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\$	\$500,000 [1] - 77.13 \$588,000 [1] - 19.1 \$595,000.41 [1] - 75.12 \$79,000 [1] - 75.13 \$8,478 [2] - 81.24, 82.5	30-percent [2] - 53.10, 22 32 [1] - 104.18 34 [8] - 4.15; 15.9; 17.1; 25.12, 25; 42.25 340,000 [1] - 43.1 35 [8] - 25.9; 79.14, 19, 21 373 [2] - 81.23, 82.1 38 [5] - 104.23, 25, 105.8	8 [1] - 15.12 85 [1] - 31.10	9 [1] - 26.18; 100.24; 105.12 90 [4] - 8.18; 84.12, 16 90 [1] - 15.14 9.30 [1] - 86.13	A&M [2] - 64.20, 24 abide [2] - 34.20; 38.20 able [10] - 5.5; 9.15; 10.17; 11.24; 24.16; 26.2; 36.20; 40.3; 61.7; 63.6 above-entitled [1] - 79.20 400 [1] - 11.5 AC [3] - 8.13, 17; 15.5 acceptable [1] - 27.15 accepts [1] - 24.10 25.21; 31.21; 65.23 access [4] - 17.4; 25.21; 31.21; 65.23 accommodate [2] - 61.15; 85.21 accordance [2] - 8.23; 106.10; 107.4, 17 5-12020 [1] - 10.23 5-megawatt [2] - 8.13, 84.2 accounted [1] - 74.1 accounting [1] - 80.19 accurate [2] - 77.16; 110.7 acknowledge [1] - 43.5 acquire [3] - 44.14; 46.10, 18 101.22; 102.2 acres [10] - 15.9; 17.1; 25.5, 9, 12, 23.25; 42.25; 43.1 Act [3] - 34.2, 25; 82.11 action [2] - 106.11; 107.15 actual [1] - 73.20 add [1] - 101.13; 102.9, 12 added [2] - 80.8; 94.3 adding [1] - 57.24	8 [1] - 15.12 85 [1] - 31.10	9 [1] - 26.18; 100.24; 105.12 90 [4] - 8.18; 84.12, 16 90 [1] - 15.14 9.30 [1] - 86.13	5 [10] - 25.7, 18, 26.9; 17, 39.11; 96.13; 100.17; 103.6; 106.10; 107.4, 17 5-12020 [1] - 10.23 5-megawatt [2] - 8.13, 84.2 accounted [1] - 74.1 accounting [1] - 80.19 accurate [2] - 77.16; 110.7 acknowledge [1] - 43.5 acquire [3] - 44.14; 46.10, 18 101.22; 102.2 acres [10] - 15.9; 17.1; 25.5, 9, 12, 23.25; 42.25; 43.1 Act [3] - 34.2, 25; 82.11 action [2] - 106.11; 107.15 actual [1] - 73.20 add [1] - 101.13; 102.9, 12 added [2] - 80.8; 94.3 adding [1] - 57.24	6 [1] - 102.4, 103.24; 108.1 60 [3] - 84.11, 16 68 [1] - 89.6 63.30 [2] - 108.19, 22 40.10; 79.21; 101.10, 15, 19 25-year [2] - 44.6, 22 26 [1] - 104.12
0	0 [3] - 100.17; 106.10; 107.4	30-percent [2] - 53.10, 22 32 [1] - 104.18 34 [8] - 4.15; 15.9; 17.1; 25.12, 25; 42.25 340,000 [1] - 43.1 35 [8] - 25.9; 79.14, 19, 21 373 [2] - 81.23, 82.1 38 [5] - 104.23, 25, 105.8	8 [1] - 15.12 85 [1] - 31.10	9 [1] - 26.18; 100.24; 105.12 90 [4] - 8.18; 84.12, 16 90 [1] - 15.14 9.30 [1] - 86.13	A&M [2] - 64.20, 24 abide [2] - 34.20; 38.20 able [10] - 5.5; 9.15; 10.17; 11.24; 24.16; 26.2; 36.20; 40.3; 61.7; 63.6 above-entitled [1] - 79.20 400 [1] - 11.5 AC [3] - 8.13, 17; 15.5 acceptable [1] - 27.15 accepts [1] - 24.10 25.21; 31.21; 65.23 access [4] - 17.4; 25.21; 31.21; 65.23 accommodate [2] - 61.15; 85.21 accordance [2] - 8.23; 106.10; 107.4, 17 5-12020 [1] - 10.23 5-megawatt [2] - 8.13, 84.2 accounted [1] - 74.1 accounting [1] - 80.19 accurate [2] - 77.16; 110.7 acknowledge [1] - 43.5 acquire [3] - 44.14; 46.10, 18 101.22; 102.2 acres [10] - 15.9; 17.1; 25.5, 9, 12, 23.25; 42.25; 43.1 Act [3] - 34.2, 25; 82.11 action [2] - 106.11; 107.15 actual [1] - 73.20 add [1] - 101.13; 102.9, 12 added [2] - 80.8; 94.3 adding [1] - 57.24	8 [1] - 15.12 85 [1] - 31.10	9 [1] - 26.18; 100.24; 105.12 90 [4] - 8.18; 84.12, 16 90 [1] - 15.14 9.30 [1] - 86.13	5 [10] - 25.7, 18, 26.9; 17, 39.11; 96.13; 100.17; 103.6; 106.10; 107.4, 17 5-12020 [1] - 10.23 5-megawatt [2] - 8.13, 84.2 accounted [1] - 74.1 accounting [1] - 80.19 accurate [2] - 77.16; 110.7 acknowledge [1] - 43.5 acquire [3] - 44.14; 46.10, 18 101.22; 102.2 acres [10] - 15.9; 17.1; 25.5, 9, 12, 23.25; 42.25; 43.1 Act [3] - 34.2, 25; 82.11 action [2] - 106.11; 107.15 actual [1] - 73.20 add [1] - 101.13; 102.9, 12 added [2] - 80.8; 94.3 adding [1] - 57.24	6 [1] - 102.4, 103.24; 108.1 60 [3] - 84.11, 16 68 [1] - 89.6 63.30 [2] - 108.19, 22 40.10; 79.21; 101.10, 15, 19 25-year [2] - 44.6, 22 26 [1] - 104.12
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