



SUPPORT THE CARBON DIOXIDE TRANSPORT AND STORAGE PROTECTIONS ACT

House bill (Williams) and Senate bill (Fine)

Carbon capture and sequestration (CCS) is coming to Illinois. Enticed by lucrative federal tax incentives, companies are seeking to inject carbon dioxide (CO₂) underground through 22 wells in six counties, and CO₂ pipelines have already been proposed in 23 counties.

Yet, Illinois laws and regulations do not exist to address health and safety concerns.

What we know about CO₂ and CCS:

- Carbon capture can require a lot of energy, meaning that **emissions of other harmful pollutants will increase.**
- The **federal government has acknowledged there are inadequate regulations** specific to CO₂ pipelines. A CO₂ pipeline failure in Mississippi resulted in 45 people being hospitalized and emergency responders unable to operate their vehicles.
- Underground storage of CO₂ has, in large part, been for enhanced oil recovery. Carbon storage has not been done at the scale proposed in Illinois.
- CO₂ is an asphyxiant that at concentrated levels can cause **brain damage** or even **death** in a matter of minutes.
- First responders do not currently have the training or the equipment to deal with a CO₂ release.

What we do **NOT** know about CO₂ and CCS:

- Will capturing CO₂ and storing it underground actually reduce overall carbon emissions?
- **How far** from a pipeline should homes, schools, hospitals, and businesses be to protect people from being asphyxiated by a release of CO₂?
- How should underground CO₂ be monitored to make sure it does not **migrate** and potentially contaminate drinking water, such as the Mahomet Aquifer?
- Who bears long-term legal and financial responsibility for CO₂ stored underground?
- How do communities with CO₂ projects, especially environmental justice communities, have meaningful input?



May 21, 2023

The U.S. is expanding CO₂ pipelines. One poisoned town wants you to know its story

... they heard a boom and saw a big white cloud shooting into the evening sky.. Brown gathered her young grandchild and great-grandchildren she was watching, took them into her back bedroom, and got under the quilt with them. And waited.

"They didn't come," Brown says. "Ten minutes. I knew they would've been here in five minutes, but they didn't come."

Little did she know, her sons and nephew were just down the road in the Cadillac, unconscious, victims of a mass poisoning from a carbon dioxide pipeline rupture. As the carbon dioxide moved through the rural community, more than 200 people evacuated and at least 45 people were hospitalized. Cars stopped working, hobbling emergency response. People lay on the ground, shaking and unable to breathe. First responders didn't know what was going on. "It looked like you were going through the zombie apocalypse," says Jack Willingham, emergency director for Yazoo County.



SUPPORT THE SAFETY MORATORIUM ON CARBON DIOXIDE PIPELINES ACT

HB 4835 (Moeller) and SB 3441 (McClure)

CO₂ pipelines have been proposed in 23 Illinois counties, and more are on their way. The federal Pipeline and Hazardous Safety Materials Administration (PHMSA) has yet to complete new rules that will improve safety and oversight. In addition, no standards exist to ensure CO₂ pipelines are set back far enough from homes and other occupied buildings to allow self-evacuation or rescue if a CO₂ pipeline were to leak or rupture.

Why should we be concerned about CO₂ pipelines?

- All pipelines leak or rupture. But CO₂ pipelines carry an asphyxiant. At high concentrations CO₂ can cause **brain damage** or even **death** in a matter of minutes.
- A rupture of a CO₂ pipeline can cause **deep craters** at the site of the rupture and hurl broken pipe and other debris into the air. A CO₂ release can last hours, and a toxic plume can **travel more than a mile**.
- Because **CO₂ displaces oxygen**, a rupture or leak could make self-evacuation or rescue nearly impossible. Why? **Internal combustion-powered engines won't run**.
- The U.S. Department of Energy claims as many as **96,000 miles** of CO₂ pipelines could be built across the country by 2050 as part of carbon capture and sequestration projects (CCS). This includes Illinois, a target for CCS, and will **place residents at risk**.
- There are **no funding** mechanisms to provide first responders the **training and equipment** they need to ensure a safe and **successful rescue** of Illinois residents in the event a CO₂ pipeline leaks or ruptures.
- There is **limited opportunity** for residents and communities to engage in the approval process of these hazardous pipelines and, if approved, **eminent domain authority** can be given to a private company to take their land.

What can you do? Support the Safety Moratorium on Carbon Dioxide Pipelines Act!

This bill temporarily stops CO₂ pipelines and allows Illinois the time it needs to develop regulations that will protect its residents. The moratorium will expire when one of the following happens:

- PHMSA **adopts new rules** to improve safety and oversight of CO₂ pipelines AND State agencies complete a setback study and create criteria for **safe setbacks**; *OR*
- The General Assembly passes a **comprehensive CCS bill** that maximizes protections for Illinois residents' health, safety, land, and water. This bill would provide for **safe setbacks, funding and training** for first responders, and **eliminate eminent domain** for CO₂ pipelines. This bill would also regulate carbon capture and sequestration projects in addition to CO₂ pipelines; *OR*
- **Four years** have passed.



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Illinois
Clean Jobs
Act

VOTE YES!



HB4835 / SB3441

The Safety Moratorium on Carbon Dioxide Pipelines Act

Creates the Safety Moratorium on Carbon Dioxide Pipelines Act. Establishes a temporary statewide moratorium on construction of carbon dioxide pipelines until the Pipeline and Hazardous Materials Safety Administration has adopted revised federal safety standards for transportation of carbon dioxide and the State has commissioned and finalized a relevant study regarding the safety setbacks required in the event of pipeline rupture or leak. Requires the State study to include input from first responders, to analyze pipeline ruptures or leaks in a variety of settings, and to recommend setbacks and funding based on that analysis. Provides that pending applications for carbon dioxide pipelines shall be held in abeyance. Provides for expiration of the temporary moratorium after 4 years, or when new safety standards are established, or upon enactment of a law that meets certain criteria. Makes legislative findings. Defines terms. Effective immediately.

VOTE YES!



HB5814 / SB3930

The Carbon Dioxide Transport and Storage Protections Act

Creates the Carbon Dioxide Transport and Storage Protections Act. Defines terms. Provides that (i) title to pore space belongs to and is vested in the surface owner of the overlying surface estate, (ii) a conveyance of title to a surface estate conveys title to the pore space in all strata underlying the surface estate, and (iii) title to pore space may not be severed from title to the surface estate. Notwithstanding any other provision of law, prohibits the amalgamation of pore space under the Eminent Domain Act. Contains requirements for valid amalgamation. Requires the Illinois Emergency Management Agency and Office of Homeland Security to determine a fee for carbon sequestration by rule. Creates the Carbon Transportation and Sequestration Readiness Fund and makes a conforming change in the State Finance Act. Requires the Illinois Emergency Management Agency and Office of Homeland Security and the Department of Public Health to conduct training with specified requirements. Contains other provisions. Amends the Illinois Power Agency Act. Makes changes to the definition of "sequester". Removes language requiring specified facilities to be clean coal facilities. Makes other changes. Amends the Carbon Dioxide Transportation and Sequestration Act. Contains requirements for receiving a certificate of authority. Makes other changes. Amends the Environmental Protection Act. Requires any person seeking to sequester carbon dioxide in Illinois to first obtain a carbon sequestration permit from the Agency. Contains other provisions and makes other changes. Contains a severability provision. Effective immediately.

STATE OF ILLINOIS TRAFFIC INCIDENT MANAGEMENT TRAINING PROGRAM



HOSTED BY:

**NOKOMIS AREA FIRE
PROTECTION DISTRICT @
NOKOMIS HIGH SCHOOL CAFETERIA
511 OBERLE STREET
NOKOMIS, IL 62075**

**JULY 16, 2024
(TUESDAY)**

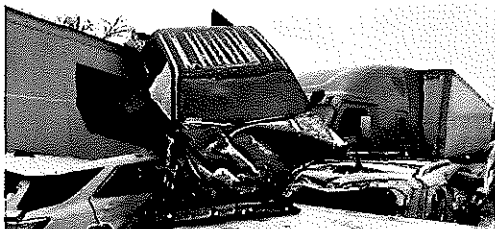
5:30 PM - 9:30 PM

RSVP TO:

ROBIN HELMERICHS

ROBIN.HELMERICHS@ILLINOIS.GOV

**When emailing please reference
"TIM Nokomis" in the subject line and
include *names* of attendees. Please include a
contact phone number in case of a
cancellation**



**Illinois Department
of Transportation**

The Illinois Department of Transportation, with support of various emergency response agencies and groups, has established a statewide Traffic Incident Management Training Program.

This 4-hour course includes participants from all disciplines involved in incident management and is the first multi-disciplinary class of its kind in Illinois.

The goal is to provide responders with information and best practices that improve their safety at highway incident scenes.

This TIM training class qualifies eligible EMT-Basic, Intermediate, Paramedic, Advanced EMTs, Emergency Medical Dispatchers, First Responders, Emergency Medical Responders, and Pre-Hospital Registered Nurses for four (4) hours of Continuing Education credits. Eligible responders should notify instructor(s) upon arrival and bring your IDPH EMS license number to receive the course CE Credits.

**As of June of 2022 this training also meets State Mandates for Law Enforcement, Civil Rights .50 hours, Constitutional/proper use of LE Authority .50 hours, Emergency Medical Response Training and Certification 1.00 hour, Legal Updates 1 hour, Procedural Justice 1 hour, and Lead Homicide Investigator 4 hours

REVOLUTIONARY WAR SOLDIERS OF MONTGOMERY COUNTY

TRAVELING DISPLAY

Three years ago, the Daughters of the American Revolution (DAR) chapter in Hillsboro wanted to recognize and honor the thirteen Revolutionary War soldiers who are buried in Montgomery County. In 2021 the Christiana Tillson Chapter created and sold booklets giving a brief biography of these thirteen men. In early 2024 the members came up with the idea to create a beautiful and patriotic flag display with thirteen garden-sized flags for those patriots. Each flag shows a revolutionary war soldier and bears the name of one of Montgomery County's patriots with the years of his birth and death. These flags were first displayed at the Hillsboro Veterans Memorial over this past Memorial Day weekend.

The DAR members intend for this to be a "traveling" display, so that it can be shared by the entire county. It is available to all cities, towns, and villages within the county, as well as to any organization that would like to use this display as a part of a specific celebration or other special event. It will be available on any specific dates on a first-come first-served basis. Anyone who wishes to borrow this display may contact either Chris Garner (217-725-5844) or Patty Whitworth (217-246-2806).

MUNICIPAL CONTRACT FOR ANIMAL CONTROL SERVICES

**Montgomery County Animal Control
11252 North 90th Ave. Hillsboro, IL 6204
Phone: (217) 532-3334 Fax: (217) 532-3388**

The following terms constitute the working agreement between the Municipality and Montgomery County Animal Control for Services within the Service Area. **Municipality Name:** _____

- Montgomery County Animal Control agrees to make available 24 hour animal control service as outlined in the Montgomery County Animal Control Ordinance during the term of this agreement – **which shall be one year from the signing of this contract. This contract will automatically renew for 3 years periods after the first year, unless notice is sent 90 days prior to the renewal date. Billing will occur quarterly with payment due in 45 days.**
- Animal Control will only respond to calls regarding Companion Dogs and Non-Feral Cats.
- Below is a list of services that will be provided.

Service	Cost
Pick-Up & Impounded Animals Mon.-Fri. 9:00 am to 5:00 pm	\$2.00 per capita per year
Emergency Calls Weekday After Hours (5:00 pm to 9:00 am)	\$250 per occurrence
Emergency Calls Weekends & Holidays	\$250 per occurrence

Contracted Animal Control Services Include:

1. County Animal Control Staff are available Monday through Friday from 9:00 a.m. to 5:00 p.m. and may be on call after hours, weekends, and holidays for Emergencies only.
2. After hours emergencies include: Severely injured animals, life-threatening neglect, any animal posing an imminent threat to public safety, motor vehicle accidents with animals in the vehicle, or animals of people being detained by law enforcement.
Emergency Phone: 217-259-6104.
3. Animal Control will not accept any cats that have been trapped or would require being trapped.
4. Friendly cats/kittens will only be accepted on a case by case basis depending on availability of cage space.
5. Animal control will not pick up deceased animals from the roadways or from private properties.

Signature of Mayor/Trustee/President/Chairman _____ Date _____

Animal Control Administrator _____ Date _____

Authorized Billing Contact:

Name: _____

Municipality: _____

Address: _____

Phone Number: _____

The following may authorize municipal animal pick-up during regular business hours:

Name: _____

Phone Number: _____

Name: _____

Phone Number: _____

Name: _____

Phone Number: _____

Name: _____

Phone Number: _____

EMERGENCIES: Bite Cases, severely injured animal(s), life-threatening neglect, or any animal posing an imminent threat to public safety.

AFTER HOURS: Monday – Friday, 5 pm – 9 am

WEEKENDS: Saturday and Sunday All Day

HOLIDAYS: New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
General Election Day (Even Years Only)
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

The following may authorize municipal animal pick-up after-hours, weekends and holidays:

Name: _____

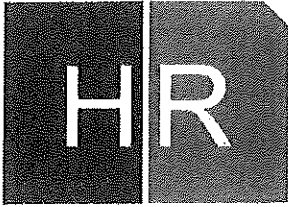
Phone Number: _____

Name: _____

Phone Number: _____

Name: _____

Phone Number: _____



Hurst-Rosche, Inc.
James W. Roth, PE, PLS
President

May 15, 2024

Mrs. Chris Daniels
County Board Administrator
Montgomery County
#1 Courthouse Square,
2nd Floor - Room 202
Hillsboro, IL 6204

RE: Montgomery County Solar Review
Anacott Solar - 13145 Fillmore Trail, Hillsboro, IL 62049
22c Development, LLC
Hillsboro, Montgomery County, Illinois

Dear Mrs. Daniels:

As requested, Hurst-Rosche, Inc. proposes to complete the independent review for Anacott Solar - 13145 Fillmore Trail, Hillsboro, IL 62049 for Montgomery County in accordance with the adopted Ordinance. Our scope of work would include the following:

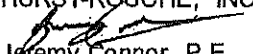
1. Evaluate the Individual Application in accordance with Section D. Permitting of the Ordinance.
2. Evaluate the Compliance in accordance with Section E. of the Ordinance.
3. Review the Principal Uses of the permit in accordance with Section F of the Ordinance.
4. Report our findings with a Summary Letter and an associated Checklist Table.
5. Attend a County Board meeting to present our findings.
6. Complete additional reviews of additional submittals as needed.

We propose to complete the above professional scope of services for a Not-To-Exceed fee of \$3,500 that will be reimbursed by the petitioner.

If you are in agreement with this proposal and the attached terms and conditions, please sign and date at the bottom and return one copy as our notice to proceed.

If you have any questions or require additional information, please contact our office.

Sincerely,

HURST-ROSCHE, INC.

Jeremy Connor, P.E.
Vice-President

Jeremy Connor, PE
Vice-President of Operations

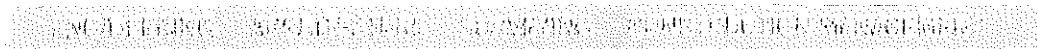
JJC:
Enclosure

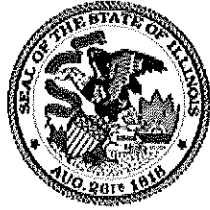
1400 E. Tremont St.
Hillsboro, IL 62049
(t) 217.532.3959
(f) 217.532.3212

ACCEPTED BY:

Signature

Date





**Illinois
Department of Commerce
& Economic Opportunity**

JB Pritzker, Governor

May 24, 2024

Subject: Application for Energy Transition Community Grant Program (NOFO ID: 3071-2447)-Phase 2

Dear County of Montgomery:

Congratulations! You have been selected to receive an Energy Transition Community Grant in the amount of \$1,351,928 from the Illinois Department of Commerce and Economic Opportunity (DCEO). DCEO looks forward to working with you to complete your project and helping to address the economic and social impact on your community of plant or mine retirements. If you are part of a joint application, please note that this is the total funding amount for that joint application and it is up to the applicants to determine how the funding is allocated toward a project or projects, and to what extent funding may be allocated to other parties on the joint application via a subgrantee arrangement to carry out a project or projects.

In Phase 2, Phase 1 Applicants receiving this letter must submit the Phase 2 Application and all required documents by **July 31, 2024, by 5pm CST.**

Eligible Projects

Energy Transition Community Grants must be used to plan and/or address the economic and social impact on the community or region of plant or mine retirement or transition. Eligible uses of grant funds include, but are not limited to, the following:

- Capacity building, consultants/professional services, etc.
- Energy Efficiency/Renewable Energy/Clean Energy Transition planning, development, and implementation.
- Workforce development, including upskilling and reskilling for high-demand/high-wage opportunities in regional industries, and investment in training facilities. This may include tuition assistance and wrap-around services for trainees, including stipends for housing, transportation, and childcare.
- Financial assistance for unemployed, underemployed, and/or low-income residents, including direct cash benefits, childcare, housing, transportation, and health care.
- Public infrastructure investment, including water/sewer, transportation, drainage, broadband, public facilities, and other.
- Site cleanup and environmental remediation.
- Grants to incentivize relocation or retention of companies.
- Marketing and other investment to boost tourism, recreation, and business development opportunities.
- Affordable housing.

- Public health initiatives and community health care facilities.
- Downtown/commercial redevelopment, including investment to enhance public space, improve energy efficiency/sustainability of facilities or infrastructure, and renovate/revitalize historic buildings.
- Planning, along with supporting research and analysis, for economic development, transportation, or other programs to address the impact of closure.
- Investment in local or regional operational capacity for economic development/business development/grant writing/planning through local governments or nonprofits.

Anticipated start date for awards is Fall of 2024. The period of performance is expected to be 1 to 3 years but may exceed this if needed for a proposed eligible use of grant funds. If you have an existing grant agreement under this program, it is an option to amend that agreement to include this additional funding and any additions or changes to the project scope.

Allowable grant expenses include procurement of third-party vendors for grant writing and implementation costs, including guidance and opportunities to apply for additional federal, State, local, and private funding resources. If the application is approved, one-time reimbursable costs to apply for the Energy Transition Community Grant are authorized up to 3% of the award.

Phase 2 Applications should consist of:

- I. *Phase 2 Application*: Complete the Phase 2 application and use the text spaces provided in the application. Organization demographics and description of project need, activities, project timeline deliverables, and outcomes (Appendix A: Project Timeline). Be sure to complete and attach all Appendices.
- II. Stakeholder Engagement Process: Prior to submitting a Phase 2 application, grantees will be required to **solicit community input** and **consult with a diverse set of stakeholders**, including, but not limited to:
 - Regional Planning Councils, in areas where a Regional Planning Council is active;
 - Economic development organizations;
 - Low-income or environmental justice communities;
 - Educational institutions;
 - Elected and appointed officials;
 - Organizations representing workers; and
 - Other relevant organizations, if applicable.

To ensure that you have complied with this statutory requirement, you will be required to complete and submit the Stakeholder Engagement Form (**Appendix B**) to show that you have:

- 1) hosted at least one public meeting that allowed for public input, in which a discussion of the proposed use of Energy Transition Community Grant funds was on the agenda, and
- 2) for at least one person in each category in the bulleted list above, solicited input and feedback regarding use of Energy Transition Community Grant funds by:
 - a. holding one or more meetings (this may include participation in the public meeting described in (1)), or

- b. submitting a direct written request for input and feedback via e-mail or mail correspondence
- III. Uniform Budget: utilize the template provided by DCEO for this project.
 - a. The entire budget with all worksheets included even if the worksheets are not relevant to the grant opportunity must be submitted with the application materials. Signature page must be printed, signed, scanned, and submitted with application.

Please submit Phase 2 application materials to the Department via electronic form at <https://app.smartsheet.com/b/form/0d2fbee163a24470ab5a171783b1a5d8>.

Application Review Information

Grants will be issued to communities that meet the following criteria:

- Lead applicant is an eligible local government entity that received approval and an allocated funding amount from the Department following Phase 1.
- Phase 2 application is complete and sufficiently detailed with all Appendices.
- Applicant has completed the required stakeholder process to identify proposed use of grant funds, and properly documented that process in their submission of the Stakeholder Engagement Form.
- The proposed project is eligible for funding because it entails planning for or addressing the economic and social impact on the community or region of plant or mine retirement or transition.

Phase 2 Submission Document Checklist:

- Phase 2 Application
- Appendix A: Project Timeline Template
- Appendix B: Stakeholder Engagement Form
- Uniform Budget Template

Please direct any further questions directly to CEO.CEJACOMMTRANSITION@illinois.gov

Appendix

Award Administration Information

1. State Award Notices.

The Notice of State Award (NOSA) will specify the funding terms and specific conditions resulting from the pre-award risk assessments and the merit based review process. The NOSA must be accepted in the GATA Portal by an authorized representative of the grantee organization. The NOSA is not an authorization to begin performance or incur costs.

2. Administrative and National Policy Requirements.

Subrecipients and Subcontractors: Agreement(s) and budget(s) with subrecipients and subcontractors must be pre-approved by and on file with DCEO. Agreements can be submitted to DCEO when available. Subcontractors and subrecipients are subject to all applicable provisions of the Agreement(s) executed between DCEO and the grantee. The successful applicant shall retain sole responsibility for the performance of its subrecipient(s) and/or subcontractor(s).

Grant Uniform Requirements: The Grant Accountability and Transparency Act (30 ILCS 708/1 *et seq.*) (and its related administrative rules, 44 Ill. Admin. Code Part 7000), was enacted to increase the accountability and transparency in the use of grant funds from whatever source and to reduce administrative burdens on both State agencies and grantees by adopting federal guidance and regulations applicable to those grant funds; specifically, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).

Procurement: Grantees will be required to adhere to methods of procurement per the Procurement Standards (2 CFR 200.317 – 2 CFR 200.327).

Business Enterprise Program: For grant awards of \$250,000 or more, grantees will be required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575/0.01 *et seq.*), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. The Department will work with the grantees to ensure compliance prior to the establishment of the grant agreement as well as through the life of the grant.

Environmental Review Requirements: Capital grants will be reviewed to determine environmental review requirements. Based on the scope of the project, the grantees may be required to complete additional environmental approvals before a grant agreement can be initiated.

Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.): For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek from the Department a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance.

Prevailing Wage Act (820 ILCS 130/0.01 et seq.): Applicants that are awarded grants shall comply with all requirements of the Prevailing Wage Act, including but not limited to, inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract. Grantees will be required to report on Prevailing Wage Act compliance on a monthly basis.

Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.): All grantees will be required to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) (the “Act”), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act), if the Grantee is using Grant Funds for (1) constructing or building any public works, or (2) performing the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, then the Grantee shall employ at least 90% Illinois laborers on such project. Illinois laborers refers to any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. Grantees may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available, or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the grant manager within the first quarter of the Award Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the Grantee; and (d) be approved by DCEO in consultation with the Illinois Department of Labor. In addition, every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no more than 3 (or 6 in the case of a hazardous waste clean-up and on-site disposal project) of the contractor’s regularly employed non-resident executive and technical experts.

In order to charge indirect costs to a grant, the applicant organization must have an annually negotiated indirect cost rate agreement (NICRA). There are three types of NICRAs:

a) Federally Negotiated Rate. Organizations that receive direct federal funding, may have an indirect cost rate that was negotiated with the Federal Cognizant Agency. Illinois will accept the federally negotiated rate. The organization must provide a copy of the federally NICRA.

b) State Negotiated Rate. The organization may negotiate an indirect cost rate with the State of Illinois if they do not have a Federally Negotiated Rate. If an organization has not previously established an indirect cost rate, an indirect cost rate proposal must be submitted through State of Illinois' centralized indirect cost rate system no later than three months after receipt of a Notice of State Award (NOSA). If an organization previously established an indirect cost rate, the organization must annually submit a new indirect cost proposal through CARS within six to nine months after the close of the grantee's fiscal year, depending on the grantee's audit type requirements.

c) De Minimis Rate. An organization may elect a de minimis rate of 10% of modified total direct cost (MTDC). Once established, the De Minimis Rate may be used indefinitely. The State of Illinois must verify the calculation of the MTDC annually in order to accept the De Minimis Rate.

All grantees must complete an indirect cost rate negotiation or elect the De Minimis Rate to claim indirect costs. Indirect costs claimed without a negotiated rate or a De Minimis Rate election on record in the State of Illinois' centralized indirect cost rate system may be subject to disallowance.

Grantees have discretion and can elect to waive payment for indirect costs. Grantees that elect to waive payments for indirect costs cannot be reimbursed for indirect costs. The organization must record an election to "Waive Indirect Costs" into the State of Illinois' centralized indirect cost rate system.

State Universities may request an indirect cost rate of 10% due to the State of Illinois' continuous funding of a portion of facility and administrative costs.

3. Reporting.

Periodic Performance Report (PPR) and Periodic Financial Report (PFR)

Grantees funded through this NOFO are required to submit in the format required by the Grantor, at least on a quarterly basis, the PPR and PFR electronically to their assigned grant manager. The first of such reports shall cover the first three months after the award begins. Pursuant to 2 CFR 200.328, Periodic Financial Reports shall be submitted no later than 30 calendar days following the period covered by the report. Pursuant to 2 CFR 200.329, Periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. Any additional reporting requirements will be disclosed in the NOSA. Grantees are required within 45 calendar days following the end of the period of performance to submit a final closeout report in the format required by the Grantor (*See 2 CFR 200.344*).

Monitoring

Grantees funded through this NOFO are subject to fiscal and programmatic monitoring visits by the Department in accordance with 2 CFR 200.337. They must have an open-door policy allowing periodic visits by Department monitors to evaluate the progress of the project and provide documentation upon request of the monitor. Program staff will also maintain contact with participants and monitor progress and performance of the contracts. The Department may modify grants based on performance.

Audit

Grantees shall be subject to Illinois' statewide Audit Report Review requirements. Terms of the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules set forth under the Grant Accountability and Transparency Act shall apply (See 30 ILCS 708/65(c)).

Business Name: Willow Lane Spa Boutique Skin Care & Wellness

Business Address: 317 W Union Ave

City: Litchfield State: IL Zip: 62056

Business Parcel ID Number(s): _____

Business Owner(s): Crystal + Michael Rivali

Owner Address: 816 N State St

City: Litchfield State: IL Zip: 62056

Daytime Phone: 217-556-4734 E-mail: rivali@mc.com

Applicant: Crystal Rivali

Daytime Phone: 217-556-4734 E-mail: rivali@mc.com

Anticipated Date Grant Funds Needed: As early as available

Anticipated Business Opening Date: July 2024

Anticipated Number of Employees on Opening Day: 5

Anticipated Number of Employees One Year after Opening Day: 10

By signing this application, I certify to the best of my knowledge and belief that the application is true, complete and accurate, that the expenditures and disbursements will be for the purposes and objectives set forth in the terms and conditions of the award; and that supporting documentation has been submitted as required. I acknowledge that approval for any other expenditure is considered conditional subject to review and verification in accordance with the monitoring and records retention provisions of the grant. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812, 30 ILCS 708/120).

Signature: C. Rivali

FOR DEVELOPMENT & PERSONNEL COMMITTEE USE ONLY

Date Received: 6/3/24

Date Approved/Denied: _____

Amt. Approved: _____

Date Paid: _____

Date Final Report Due: _____
Date Final Report Received: _____

1. Describe the business in detail.

Willow Lane Spa will be a full service spa offering products, services & experiences often only found in metropolitan areas. We offer customized services in an upscale luxury setting. Our employees will be masters in their craft with top trainers in this industry. We will offer retail merchandise, host events, and most importantly provide a place of wellness and job opportunity for our community.

2. Specifically describe how requested grant funds will be used.

Payroll

Renovations interior & exterior

Retail Furnishings

Inventory

Marketing & Advertising

Signage

Training

All of this detailed in attached business plan

Technology

3. Full business plan and 5-year goal is attached.



Yes



No

News

StopPATH WV Blog

FAQ

Events

Fundraisers

Make a Donation

Landowner
Resources

About PATH

Get Involved

Commercials

Links

About Us

Contact

Making Effective Comment on NIETCs

5/11/2024

2 Comments

The U.S. Department of Energy released its preliminary list of National Interest Electric Transmission Corridors (NIETCs) this week.

Interested persons have only 45-days to make comment on these corridors before DOE makes its selections to proceed to the next round. DOE is not doing any notification for property owners within these corridors. It is not doing any public education and engagement, aside from one "listen only" webinar with limited space (sign up now!) There will be no public meetings. DOE is not even sharing the information and recommendations it received from transmission owners (and others) in its Phase 1 information submission window. Their maps are very generalized and have no details. We're supposed to comment on something that we have very little information about within a very short time window. It sort of sounds like DOE doesn't actually want us to comment.

But that only makes me want to comment more. And spread the word like transmission's Paul Revere...

About the Author

Keryn Newman blogs here at StopPATH WV about energy issues, transmission policy, misguided regulation, our greedy energy companies and their corporate spin. In 2008, AEP & Allegheny Energy's PATH joint venture used their transmission line routing etch-a-sketch to draw a 765kV line across the street from her house. Oooops! And the rest is history.

About StopPATH Blog

StopPATH Blog began as a forum for information and opinion about the PATH transmission project. The PATH project was abandoned in 2012, however, this blog was not.

StopPATH Blog continues to bring you energy policy news and opinion from a consumer's point of view. If it's sometimes snarky and oftentimes irreverent, just remember that the truth isn't pretty. People come here because they want the truth, instead of the usual dreadful lies this industry continues to tell itself. If you



First of all, we absolutely must have more time and information in order to make effective comment on something that threatens to put a cloud on our property in perpetuity. Being located in a NIETC is a designation that will stick with your property, making it the first choice for new transmission projects. How can our government make these kinds of land-use planning decisions that affect literally millions of people without providing notice and giving us information and time to comment?

This is unacceptable!

The first order of business is to demand the notice and information we need. Therefore, I am urging everyone to send a letter to the DOE asking for notice, information and extension of the comment deadline. It's quick and easy... simply download this prepared letter, add your name and other info. and then email it as an attachment to: NIETC@hq.doe.gov.



extension_request.docx
Download File

It is recommended that you include in your email a request for acknowledgement that DOE received your comment, since there is no automatic acknowledgement provided.

One brief explanation: On the bottom of the letter it includes a request for full party status. Being a party doesn't come with any additional duties or expense, it simply allows you to request rehearing or appeal any corridor that impacts you in the future. It does not require you to do so, but it reserves your right to do so if you choose. If you do not request that right, you will have to live with DOE's future decision and cannot take any legal action. It's just a safety measure to protect your rights.


keep reading, I'll keep writing.

**Need help opposing
unnneeded transmission?**

Email me

Search This Site

**Got something to say?
Submit your own opinion
for publication.**

 [RSS Feed](#)

Archives

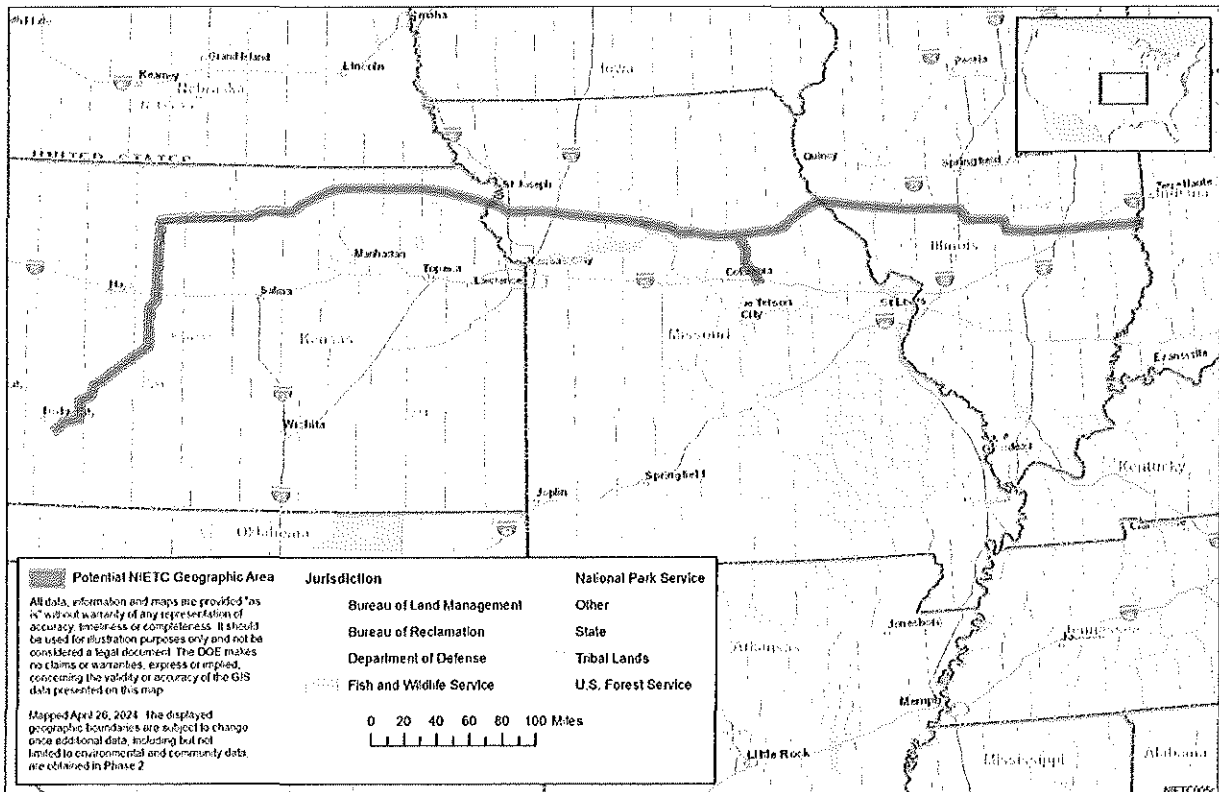
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December 2021
November 2021
October 2021
September 2021

Appendix E: Potential NIETC Maps – Midwest-Plains

Disclaimer: All data, information, and maps are provided “as is” without warranty of any representation of accuracy, timeliness, or completeness. They should be used for illustration purposes only and not be considered legal documents. DOE makes no claims or warranties, express or implied, concerning the validity or accuracy of the GIS data presented on these maps. The displayed geographic boundaries are subject to change once additional data, including but not limited to environmental and community data, are obtained in Phase 2.

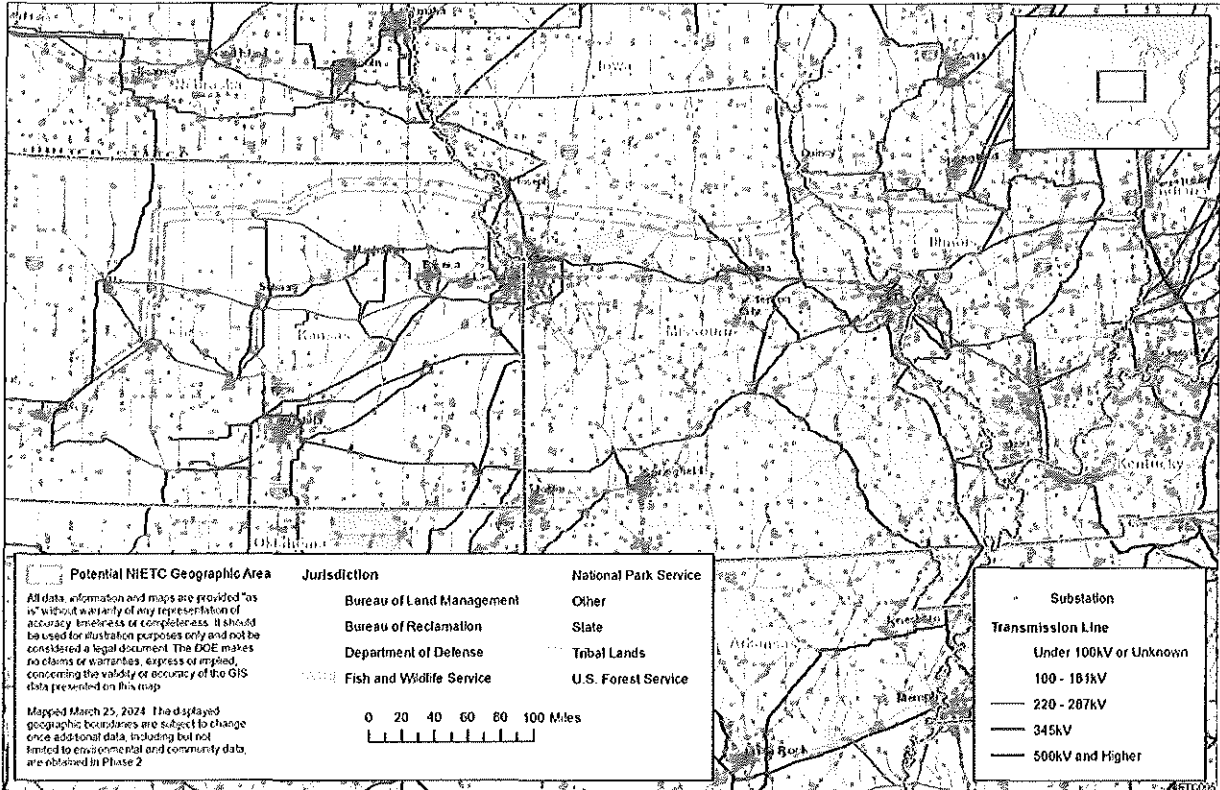
Shaded Potential NIETC Geographic Area

Midwest - Plains



Electrical Infrastructure

Midwest - Plains



And one more thing... we cannot rely on DOE to act on our requests without a little encouragement, no matter how many we send. Therefore, it is recommended that you also contact your U.S. Senators and Representatives and ask them to demand that DOE provide notice, public engagement and an extended comment deadline for their constituents who are impacted by these huge corridors. Here's your quick and easy guide for getting that done with just a couple clicks:

 [contact_congress.pdf](#)
Download File

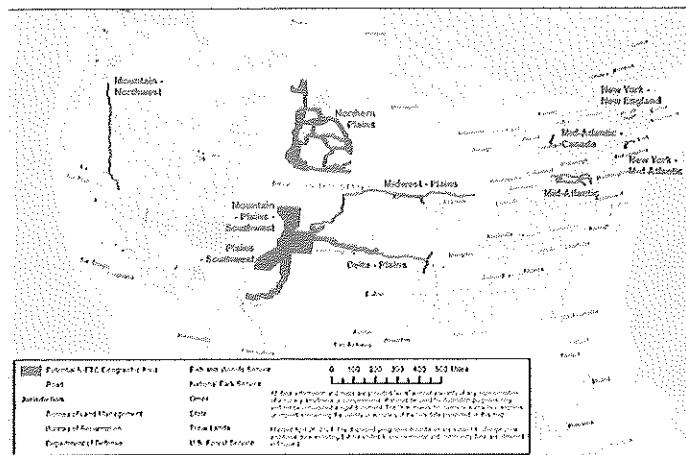
Everyone should get started on this RIGHT NOW so that these requests are in the works early in the comment process. Of course we are also going to encourage everyone to make more substantive comment on the actual corridors that impact them, but that's a post for another day. Stay tuned!

2 Comments

DOE Releases Preliminary List of NIETCs

5/11/2024

1 Comment



This week, the U.S. Department of Energy released its list of preliminary NIETCs.

You can read their list here.

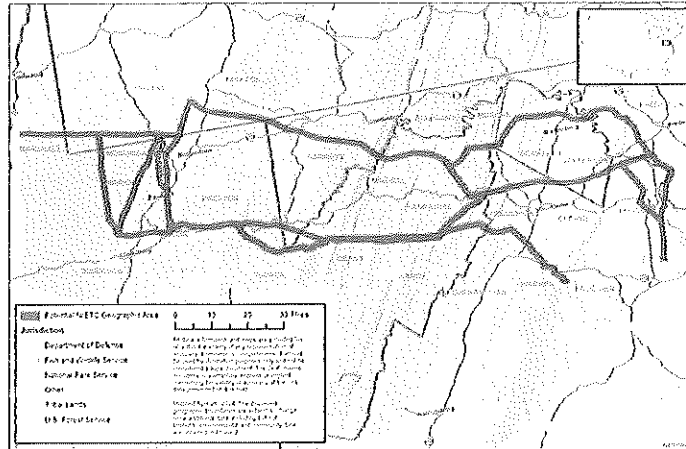
There is also a larger map of each preliminary NIETC, and DOE's initial reasoning for including it on the list.

There are 10 potential corridors across the nation ranging in size up to 100 miles wide and 780 miles long.

I'm just going to concentrate on a couple for this blog.

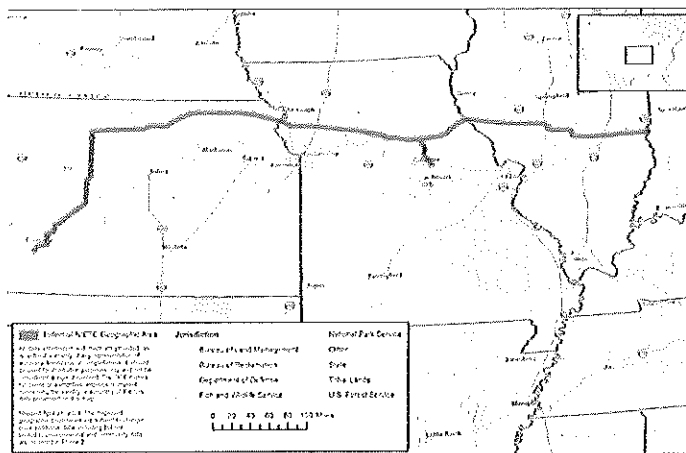
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- February 2017

The Mid-Atlantic corridor. This corridor follows the path of the MidAtlantic Resiliency Link (MARL) project that PJM ordered to be built to act as a giant extension cord from West Virginia coal-fired power plants to Northern Virginia's data centers. But this corridor isn't just for that project... it also includes corridors for the other two large 500kV transmission lines that ship power to the east.



It's a virtual spiderweb of coal-fired extension cords to No. Va. Each corridor line on this map is 2 miles wide. TWO MILES! That means that anything within that 2-mile corridor would be turned into a sacrifice zone for new transmission lines.

Another is the Midwest Plains corridor. This NIETC is 5 miles wide and 780 miles long and roughly follows the proposed path of Grain Belt Express.

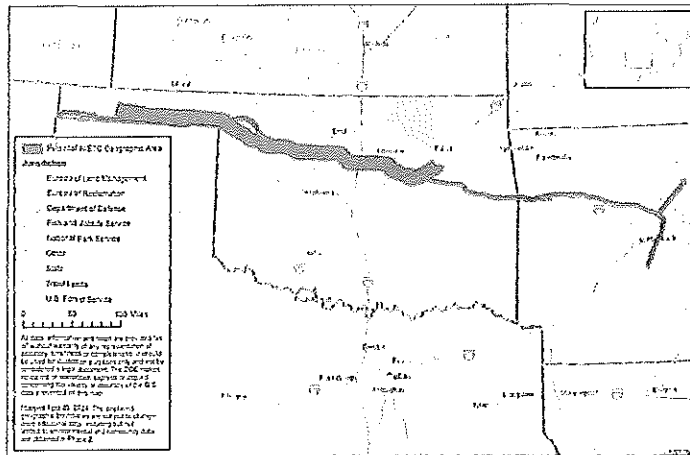


Since the purpose of an NIETC is to bump permitting to a federal level if a state denies a project, or to "unlock" government financing of a transmission project in a corridor, your guess is as good as mine why GBE applied for this corridor. Do they expect that the Illinois Appeals Court will remand their Illinois permit back to the ICC for denial? Or is this designation necessary to get

- January 2017
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- July 2012

government financing for GBE? If it's the latter, maybe that explains why GBE's Environmental Impact Statement already in process for its government guaranteed loan seems to have stalled out. A NIETC also requires a full environmental impact statement, and the NIETC corridor is much wider than what GBE originally proposed. Perhaps it has to be re-done.

The last corridor I'm going to focus on is the Delta Plains. This corridor begins in the Oklahoma panhandle and proceeds east across the state and on into Arkansas, where it forks north and south. This corridor is 4-18 miles wide and 645 miles long. It roughly follows the routes for the dearly departed Clean Line Plains and Eastern project and the WindCatcher project. Although both of these projects were cancelled long ago, it seems that someone wants to bring the zombies back.



These three corridors alone will impact millions of landowners. When you add in the other 7 corridors the amount of people impacted by DOE's corridors is astounding!

DOE has opened a 45-day comment period on these corridors before it will further narrow them down and select some or all of them to proceed to its next phase of the process. That phase will open environmental impact reviews, provide public notice, and issue a draft designation report that you can comment on. Of course, by the time these corridors get that far, DOE will have already made its decision. It is imperative that we all get involved and comment now.

I will be publishing more guidance for impacted landowners to help them make timely and effective comment, so stay tuned!

1 Comment

- June 2012
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- April 2012
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Categories

- All
- \$\$\$\$\$\$
- 2023 PJM Transmission
- Aep Vs Firstenergy
- Arkansas
- Best Practices
- Best Practices
- Big Winds Big Lie
- Can Of Worms
- Carolinas
- Citizen Action
- Colorado
- Corporate Propaganda
- Democracy Failures
- DOE Failure
- Emf
- Eminent Domain
- Events
- Ferc Action
- FERC Incentives Part Deux
- Ferc Transmission Noi
- Firstenergy Failure

MONTGOMERY COUNTY, ILLINOIS
DEVELOPMENT & PERSONNEL COMMITTEE
FINDINGS OF FACT AND RECOMMENDATION
REGARDING SITING PERMIT APPLICATION OF:
VIRDEN WIND ENERGY, LLC

I. Applicant:

The applicant, Virden Wind Energy, LLC, as an indirect subsidiary of UKA North America LLC (UKA) has applied for a Siting Permit for a Wind Energy Conversion System (“WECS”) identified as the Virden Wind (“Project”).

II. Project Summary:

The Project is proposed to be located approximately 3.0 miles east of Farmersville, Illinois. The current use of the land is row crop production agriculture. The Project covers a footprint of approximately 5,363 acres and has a proposed nameplate capacity of 122.4 megawatts (MW), with each turbine generating 6.8 MW. The Project proposes up to 18 wind turbines, ADLS tower, Batch Plant, Substation, Operations & Maintenance Facility, and meteorological tower. The Project proposes to utilize the Nordex N163 turbine which is a 654.5 foot tower with a rotor diameter of 534.8 feet. The turbine proposed has a generating capacity of 6.8 MW.

III. Application:

Applicant filed the application on or about March 20, 2024. On file with the Montgomery County Board Office are copies of the notifications and publications required for public hearing.

IV. Hearing Process:

As required by the Illinois Counties Code (55 ILCS 5/5-12020), the Montgomery County Development & Personnel Committee (“Committee”) held a public hearing on this case on April 29, 30, and May 1, 28, 2024, and June 3, 2024, at the Montgomery County Historic Courthouse, #1 Courthouse Square, Hillsboro, Illinois. A court reporter was present for the hearing and the record of the proceedings is incorporated herein and made a part of the record held by the Montgomery County Board Office. The hearing was conducted according to the adopted rules of the Committee, the Illinois Open Meetings Act and all other requirements of Illinois law.

The following witnesses testified or provided public comment in this matter.

On behalf of the Applicant:

- Maggie Poteau of UKA – public relations and communications
- Jonathan Lochner -- UKA
- Charles Wright of UKA – Head of Development
- Troy Beal of UKA
- Jonathan “Jack” Butler of UKA – setback compliance and site maps
- JoAnne Blank of Stantec – Shadow Flicker
- Jacob Poling of Stantec – Sound Compliance
- Dr. David Loomis of Strategic Economic Research – Economic Impacts
- Terry VanDeWalle of Stantec – Wildlife
- David Meyer of Comsearch – Communication Interference Studies
- Ryan Green of Pinion -- Drainage

In support of the Project:

- None other than public comment

In opposition to the Project:

- Dan Mulch of Raymond, Illinois

Exhibits to the application, and exhibits admitted at the public hearing, are as follows:

Applicant Exhibits:

Group Ex. 1	Written Application and Appendices
Group Ex. 2	Certificate of Publication
Ex. 3	Poster Board re: Community Benefits
Ex. 4	Poster Board re: Site Plan
Ex. 5	Poster Board re: Communication Policy
Ex. 6	IDNR EcoCAT including Response Letter of Virden Wind
Ex. 7	IDNR Letter to Landowners
Ex. 8	Revised Sound Report (Appendix O to Group Ex. 1)
Ex. 9	C.V. of David Loomis, PhD
Ex. 10	Revised Landowner List (Appendix D to Group Ex. 1)
Ex. 11	C.V. of David Meyer
Ex. 12	C.V. of Terry VanDeWalle
Ex. 13	Property Setbacks from Peper Property
Ex. 14(A-D)	Property Setbacks from Leonard Property
Ex. 15(A-B)	Property Value Studies
Ex. 16	C.V. of Ryan Green
Ex. 17	C.V. of JoAnne Blank
Ex. 18	List of Addresses Corresponding to Shadow Flicker Receptor Sites
Ex. 19	C.V. of Jacob Poling

Ex. 20	PowerPoint of UKA North America
Ex. 21	Dispute Resolution Process of UKA North America
Group Ex. 22	Supplemental Setback Maps

Exhibits from Objectors:

Mulch Ex. 1	Height Comparison of Various U.S. Monuments
-------------	---

Exhibits from County:

County Ex. 1	Preliminary Review of Hurst-Rosche, Inc.
--------------	--

Letters from Public (accepted as public comment):

Group Exhibit 1	Letters in Opposition
Group Exhibit 2	Letters in Support

Public Comment (not considered evidence but noted for the record):

- Don Murphy spoke in support of the Project
- Jeremy Sauders spoke in support of the Project
- Bob Schmitt spoke in support of the Project
- Bea Leonard spoke in opposition to the Project

V. Applicable Standards:

The Committee has considered the Application in light of the criteria of the Montgomery County Ordinance Regulating the Siting of Wind Energy Conversion Systems (Ordinance).

VI. Evidence:

All evidence submitted in the written application, written evidence and the oral presentations during the hearing process has been considered, except for that evidence specifically excluded. The oral evidence is reflected in the stenographic record. Documentary evidence and the stenographic record is kept by the Montgomery County Board Office located at the Montgomery County Historic Courthouse, #1 Courthouse Square, Hillsboro, Illinois.

Findings of Fact:

VII(A) -- Assessment of Technical Requirements of the Montgomery County WECS Siting Ordinance

1. **WECS Project Summary** – Applicant provided a summary in compliance with the Ordinance requirements. *See Group Exhibit 1, p. 6.*

2. **Landowner Information** – Applicant provided the Project owner and landowner information. *See Group Exhibit 1, p. 6, and Appendix D thereto.*
3. **Site Plan** – Applicant provided the site plan in its Application. *See Group Exhibit 1, Appendix C.* Appendix provided various maps demonstrating the location of the overall site, and the individual maps for each turbine. *Id.*
4. **Turbine Designations** -- The applicant provided designations for each turbine in Appendix C to Group Exhibit 1.
5. **Studies; Reports, Certifications, Waivers, and Approvals Demonstrating Ordinance Compliance** – The Applicant is working toward various requirements imposed by law and the Ordinance. The Applicant is working to determine the location of various drainage structures and file the necessary farmland drainage plan as required by Public Act 103-0580.

Most requirements of this provision are effective upon operation of the Project. To demonstrate anticipated compliance with those design, installation and operation standards, the Applicant has submitted the following as part of its Group Exhibit 1:

- Certificate of design compliance for the Nordex N163. *See Group Exhibit 1, Appendix I.*
 - Turbine specifications. *See Group Exhibit 1, Appendix J.*
 - Electric component compliance. *See Group Exhibit 1.*
 - FAA compliance. As a condition of approval, Applicant is required to provide Determinations of No Hazard from the FAA at the time of application for a Construction Permit. *See Recommended Conditions.*
 - Warnings and Climb Prevention. Applicant has committed to compliance with the warning and climb prevention requirements of the Ordinance.
 - Lighting. Applicant has submitted a Lighting Plan as part of Group Exhibit 1, Appendix K.
 - Blade Clearance. The Ordinance requires a blade clearance minimum height of 20 feet. The Nordex N163 turbine blades will provide 120 feet of clearance.
 - Coordination with Local Emergency Responders. Applicant has submitted a draft Emergency Management Plan as part of its Application. *See Group Exhibit 1, Appendix M.*
6. **Wildlife and Natural Resources Reviews** – The Illinois Department of Natural Resources (IDNR) EcoCAT was included in Appendix F to Group Exhibit 1, and the U.S. Fish and Wildlife Service's (USFWS) review was included in Appendix P to Group Exhibit 1.
 7. **Decommissioning Plan** – Applicant provided a Decommissioning Plan. *See Group Exhibit 1, Appendix B.* The Decommissioning Plan is not considered a final Decommissioning Plan and is subject to further review/negotiation by the County.

8. **Other Information Required by the Ordinance** – Not applicable.
9. **Documentation Showing Capability to Complete the Project Proposed** – Applicant provided an affidavit purporting to show capability to complete the proposed Project. *See Group Exhibit 1, Appendix G.* It is recommended that further documentation be provided in the form of an affidavit at the time of application for a Construction Permit(s) in order to satisfy this requirement.
10. **Payment of Application Fee** – Applicant has provided Montgomery County with the required Application Fee.
11. **Interconnection Agreement** – Applicant has executed an interconnection agreement with Ameren and Midcontinent Independent System Operator (MISO). *See Group Exhibit 1, Appendix H.*
12. **Setback Compliance** – Applicant’s Group Exhibit 1 included various mapping, but was insufficient to demonstrate setback compliance. Accordingly, Applicant provided Group Exhibit 22, a series of maps of each turbine demonstrating the applicable setbacks for each.
13. **Noise Compliance** – Applicant submitted modeling showing the Project would be compliant with the Illinois Pollution Control Board standards for sound as required by 55 ILCS 5/5-12020 and the Ordinance. *See Group Exhibit 1, Appendix O, Sound Study of Stantec dated March 15, 2024.* In addition the Applicant submitted the testimony of Jacob Poling of Stantec regarding sound compliance. *See Hearing Transcript.*
14. **Shadow Flicker Compliance** – Applicant submitted the shadow flicker study as part of Application which demonstrated shadow flicker compliance for all but some non-participating receptor sites. Those receptor locations exceeding the 30 hour per year limit were denoted in Hearing Exhibit 18. The Applicant will be subject to the utilization of shadow flicker monitoring and mitigation as a Condition of approval in order to meet the Ordinance requirement. *See Recommended Conditions.*
15. **Communication Interference** – Applicant submitted various communication studies as part of its Application. *See Group Exhibit 1, Appendix L.*

VII(B) – Compliance with the Ordinance’s Purpose

The stated purpose of the Ordinance “is to facilitate the construction, installation, operation, and decommission of Wind Energy Conversion Systems (WECS) in Montgomery County, Illinois in a manner that promotes economic development and ensures the protection of health, safety, and welfare while also avoiding adverse impacts to important areas such as agricultural lands, endangered species habitats, conservation lands, and other sensitive lands. This ordinance will promote the supply of wind energy in support of Illinois’ statutory goal of increasing energy production from renewable energy sources. This ordinance shall not apply to personal or business wind energy development for the

primary use of self-sustaining energy. This ordinance is not intended to replace safety, health, or environmental requirements contained in other applicable codes, standards, or ordinances. The provisions of this ordinance shall not nullify any provisions of local, state, or federal law." *See Ordinance p. 3.*

The purpose of the Ordinance can be segmented into the following segments:

1. Promotion of Economic Development

Applicant submitted as part of its Application an Economic Impact Analysis and during the public hearing offered the testimony of Dr. Davis Loomis. *See Group Exhibit 1, Appendix A, and Hearing Transcript.* The Economic Impact Analysis found an approximate \$30.2 million tax revenue impact from the 30-year lifespan of the Project with approximately \$18 million going to Panhandle Community School District 2 and Pawnee Community School District 11. *See Group Exhibit 1, Appendix A.* There are other economic benefits, including estimated direct job growth in the community for construction jobs and during the operations phase. In addition, the economic analysis found a likelihood of increasing indirect long-term jobs. *See Group Exhibit 1, Appendix A.*

2. Promotion of the Supply of Wind Energy in Support of the Goal of Increasing Energy Production from Renewable Energy Resources

The Project would create approximately 100 MW of wind generated electricity which aids in the goal of meeting the state's goal of 100% clean energy generation by 2050.

3. The Protection of Health, Safety, and Welfare and Avoidance of Negative Impacts

The Applicant has submitted various reports and studies required by the Ordinance (see below). The Project is compliant with the setback and sound requirements without modification. While not compliant with the shadow flicker limitations, the Applicant has committed to the utilization of shadow flicker mitigation technology which will bring the Project into compliance with the requirements of the Ordinance.

The Project proposes road improvements and the utilization of an emergency management plan in order to mitigate negative impacts.

The Project has consulted with IDNR and USFWS and is committed to following the recommendations and requirements of those agencies.

The Decommissioning Plan submitted is preliminary and has not yet been negotiated with the County. Decommissioning funds will be available for the County to utilize to remove the Project in the event the Project becomes inoperable.

The recommended Project Conditions mandate utilization of an ADLS lighting plan prior to the receipt of any Construction Permits. To that end, the Project will have minimal lighting impact on those in the immediate vicinity of the Project.

As to Property Values there was a mix of information. Some information presented during the hearing indicated no impact to property values would be anticipated, but during cross examination there were references to potential declines in property values.

VII. Recommendation:

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County, Illinois Development & Personnel Committee that based on the written application, the testimony (as reflected in the stenographic record), and other evidence submitted during the hearing, the Committee hereby [RECOMMENDS/DOES NOT RECOMMEND] approval of the Siting Permit Application of Virden Wind Energy, LLC [WITH/WITHOUT] conditions.

PASSED, ADOPTED, AND APPROVED BY THE Montgomery County Development & Personnel Committee on this ____ day of June 2024.

Chairman

ATTEST:

Secretary

*** END OF DOCUMENT ***

MONTGOMERY COUNTY, ILLINOIS
RECOMMENDED CONDITIONS
VIRDEN WIND ENERGY, LLC

In addition to all necessary requirements imposed by law or ordinance, Virden Wind Energy, LLC, the Applicant, Company, Owner and/or Operator, shall abide by the following conditions. For purposes of these conditions, the use of “Company,” “Applicant,” “Owner” or “Operator” shall apply to and have the meaning for all such entities whether referred to collectively or individually. For the purposes of these conditions, “Montgomery County WECS Ordinance” or “Ordinance” means the Montgomery County Ordinance Regulating the Siting of Wind Energy Conversion Systems, Revised February 13, 2024. The term “Project” shall refer to the Virden Wind Project and include the collection of eighteen (18) Wind Energy Conversion System (WECS) and supporting facilities denoted in the Virden Wind construction permit application (“Application”). The uncured violation of these conditions shall invalidate the WECS Siting Permit, Construction Permit, and Operating Permit.

1. **Definitions.** For the purpose of clarity for the conditions, the following definitions shall apply.
 - **Siting Permit** – shall mean the County Board’s ordinance approving of the Project application. The term “Siting Permit” herein shall have the same meaning as the “WECS Construction Permit” within the County’s Ordinance approved on 2-13-2024.
 - **Construction Permit** – shall mean the document providing permission for the Project to commence construction after demonstrated compliance with the Ordinance and Conditions herein. The Construction Permit form shall be the same or substantially similar to Appendix B “Notification of WECS Construction Permit” to the County’s Ordinance approved on 2-13-2024.
 - **Operating Permit** – shall mean the permission provided to the Project to begin generating electricity for sale, not including test power. The Operating Permit shall be of the same or substantially similar to Appendix C “WECS Operating Permit” to the County’s Ordinance approved on 2-13-2024.
2. **Commencement of Siting Permit.** Commencement of Construction of the Virden Wind Energy, LLC (“Company”) project (“Project”) in Montgomery County shall begin no later than twelve (12) months after approval of the Siting Permit. If any litigation is filed challenging the approval of the Project, then the time for Commencement of Construction shall be within one (1) year after termination of the litigation, and the time for the Company to substantially complete construction shall be within thirty-six (36) months after Commencement of Construction. If the Company fails to begin or substantially complete construction of the Project, by the applicable date(s) above, then the Siting Permit and Construction Permit(s) shall expire and become null and void, unless, prior to such expiration, an extension of time is granted by the Montgomery County Board (“County Board”), upon application by the Company. As used herein, the term “Commencement of Construction” shall mean the issuance of the Construction Permit(s).
3. **Term.** The Siting Permit for the Project shall be granted for a term of 30 years from the date of the Project substation being commissioned and connected to the electrical grid. Prior to its expiration, the Company may apply to the County Board to extend the term of the permit.
4. **Compliance.** Construction and operation of the Project shall comply with all federal, state and local regulations now or hereafter in effect. The construction and operation of the Project shall conform to all representations made by the Company in its application and at all public hearings, and these conditions. In the event of any discrepancy between such representations and these

conditions, these conditions shall control. Company is limited to construction of 18 turbines, ADLS tower, batch plant and other supporting facilities as defined within 55 ILCS 5/5-12020.

5. **Construction and Maintenance Hours.** Construction and routine maintenance activities for the Project shall be performed according to the following schedule:
 - a. Commence no earlier than 7:00 a.m. and cease by 8:00 p.m. during the calendar period from September 1 through May 31, Monday through Friday.
 - b. Commence no earlier than 7:00 a.m. and cease by 9:00 p.m. during the calendar period from June 1 through August 31, Monday through Friday.
 - c. Commence no earlier than 7:00 a.m. and cease by 4:00 p.m. on any Saturday.
 - d. No construction work shall be performed on Sunday.

Non-routine maintenance which does not involve “heavy equipment” and is performed inside the turbine may occur at any time without the prior approval of the County Administrator. The Company may request approval to work during other times by submitting a request to the County Administrator identifying the reason for the request and the particular date(s) for which the request is made except in cases of emergency, which may be addressed without the prior consent of the County Administrator. The request shall be granted or denied at the discretion of the County Administrator, and the Company shall provide notice of the planned construction or maintenance work to nearby residents as directed by the County Administrator. For the purposes of this paragraph, “heavy equipment” is defined as any equipment that must be delivered to the Project site on overweight or oversized vehicles.

6. **Road Agreements.** The Company shall enter into all necessary road usage agreements with the County Board and applicable township road districts. The County Administrator shall not issue any Construction Permit(s) for the Project until after Company has entered into the necessary road usage agreements with the County Board and applicable township road districts and provided copies thereof to the County Administrator and posted all required financial assurances. The Company shall comply with all the provisions of the road usage agreement entered into between the Company and Montgomery County. The Company shall also comply with any road usage agreement entered into between the Company and any township road district. Any uncured or unwaived material breach of the County road usage agreement or any township road district agreement by the Company shall constitute a material breach of these conditions.
7. **School Buses and Vehicular Traffic.** Company shall comply with restrictions or requirements imposed by the County Board or County Administrator upon Project construction and maintenance traffic in order to avoid conflicts with school bus traffic and school bus stops, and with farm and other vehicular traffic in the Project area. The Company shall continuously maintain a website throughout the construction period which shall provide updates to the public regarding the planned traffic pattern at least 72 hours in advance of the planned activity, including areas that may experience delays during the construction period. Additionally, during the construction period the Company shall provide the relevant school districts with the planned traffic patterns at least 72 hours in advance of the planned activity. Any changes to the planned activity may occur up to 48 hours prior to the planned activity. Any changes must be posted.
8. **Turbine.** Company shall only be permitted to utilize the Nordex N163 model turbines for the Project. No other turbine models are permitted. If Company proposes to install a different turbine than the turbine model listed herein, Company shall apply for an amendment to the permit, and submit necessary information to demonstrate that the new turbine will comply with all applicable requirements. If the Company proposes to make a change in the Project, including replacement of a turbine or significant components thereof with equipment of a new design that will increase the height or noise output or materially and adversely affect other standards set forth in the

Montgomery County WECS Ordinance then Company shall apply for an amendment to the Siting Permit. Company shall install serrated trailing edge blades and shadow flicker mitigation technology on all turbines.

Company shall provide, with its application for Construction Permit(s), updated sound and shadow flicker studies based on the location of the 18 turbines for which Construction Permits are being requested if any of the 18 turbines have moved from the locations identified in the Siting Application.

If the Company receives a noise complaint, the Company shall provide post-construction sound studies within 180 days on the primary structure receptor site that is the basis of the complaint. Should any such studies show sound in excess of the IPCB limits, the Company shall perform any necessary repairs to address the exceedance within three weeks. If the exceedance persists for more than two weeks, the Project will cease the operation of the turbine(s) causing the excess and within 7 days submit a remediation plan to the Montgomery County Administrator. Once the Montgomery County Administrator has found the remediation plan to be sufficient, the turbine(s) may be restarted. Once restarted, the Company shall again perform sound studies, as applicable, and submit them to the Montgomery County Administrator for review. Should the excessive noise continue, the Company agrees to decommission the turbine(s) causing the excess noise. The study, compliance and other requirements of this paragraph shall not apply to any residential use areas or residences whose owner either (i) does not provide access to place the applicable monitors or (ii) has executed a waiver for any sound or shadow flicker requirements, as applicable.

9. **Turbine Location.** Each turbine shall only be located on those properties and in those locations set forth in the Project application. The County Board recognizes that site conditions may necessitate adjustments in the location of any wind energy turbine as allowed in accordance with Federal Aviation Administration requirements. In addition, shifts in location up to 300 feet may be allowed as long as Virden Wind submits a new FAA approval for the turbine, demonstrates compliance with shadow flicker and sound requirements, and submits a new site plan consistent with all setback requirements to the County Administrator. Company may not place a turbine closer than the limits of a setback or, if applicable, setback waiver granted by an owner and an adjacent landowner. Each wind energy turbine shall meet all setback, noise, and shadow flicker requirements set forth in the Montgomery County Ordinance and shall satisfy all other Montgomery County Ordinance requirements and applicable state or federal requirements and shall not adversely affect any microwave communications. No turbine may be moved to a parcel that was not reflected as hosting a turbine as part of the Siting Application.
10. **Crop Damage.** The Company shall investigate complaints of crop damage consistent with the terms of the AIMA within 7 days. The results of any investigation shall be provided to the County Administrator and the person making the complaint within 60 days, including the resolution or proposed resolution of said complaint. This paragraph does not preclude any private right of action by an affected party. This paragraph does not apply to any contractual agreements between the Company and landowners or farmers regarding crop damage issues.
11. **Transmission Interference.** If after installation of the wind energy turbines, Company or Montgomery County Administrator receives a complaint from any person or entity concerning interference with electromagnetic communications, such as weather radar, microwave, television, radio, internet or other wireless transmission, including public emergency communications systems, the Company shall promptly begin investigating the complaint within 7 days. The results of the investigation shall be provided to the County Administrator and the person making the complaint within 60 days. The County Administrator may, in her discretion, retain a third-party professional to evaluate any transmission interference causes. If it is determined that the Project,

or any portion thereof, is causing any interference with electromagnetic communication transmission, the Company shall take all necessary and available commercial measures to minimize and mitigate the interference. If the County seeks to install new communications infrastructure, it must consult with Virden Wind Energy, LLC. In the event of increased costs attributable to the Project, Virden Wind Energy, LLC agrees to pay a reasonable amount of increased costs attributable to the Project. In the event of a disagreement between the Company and/or the person making the complaint concerning resolution of the complaint, the Parties shall meet and negotiate in good faith to address the reason(s) for the disagreement, including the cost of the proposed resolution compared to the extent of the interference. If the Parties fail to reach a consensus, then the Parties shall defer to an independent professional to determine the reasonableness or unreasonableness of the proposed resolution and appropriate measures for mitigating impacts to communications. This paragraph does not preclude any private right of action by an affected party.

12. **Decommissioning and Security.** Prior to applying for Construction Permit(s), the Company shall provide an agreed upon Decommissioning Plan as set forth in the AIMA. Decommissioning financial assurances shall be provided in accordance with the AIMA.
13. **Non-Operational or Obsolete Turbines.** Any turbine that is determined to be abandoned and have no remaining useful life in accordance with the AIMA shall be decommissioned and removed by the Company in accordance with the AIMA.
14. **Liability Insurance.** The Company shall maintain liability insurance as required by Montgomery County WECS Ordinance. The Company shall identify landowners in the project as additional insureds under the Company's liability insurance. The Company shall provide evidence of the insurance to the County Administrator upon applying for a Construction Permit
15. **Assignment.**
 - a. Except as provided in this Paragraph 15, the WECS Construction permit shall not be assignable except upon approval by the County Board and interest and/or ownership in the Company shall not be assigned or transferred to another party except upon approval by the County Board. In no event may any leasehold interest of the Company be assigned other than for the express and sole purpose of operating a commercial wind energy facility consistent with the underlying lease agreement. County Board approval under this Paragraph shall not be unreasonably denied or delayed so long as the assignee or transferee ("Acquirer") demonstrates to the County Board adequate financial resources. The Company and the proposed Acquirer shall provide the County Administrator the following information:
 - i. The name of the proposed acquirer;
 - ii. The most recent financial statement of the proposed acquirer or other evidence of ability to finance the construction, operation, and decommissioning of the Project;
 - iii. A new certificate of insurance from the acquirer providing evidence of liability insurance coverage in the amount that is required under Section XII of the Montgomery County WECS Ordinance; and
 - iv. The contact information for the proposed acquirer;
 - v. "Financial assurance" as defined in the Ordinance for the current amount of the Decommissioning Plan in effect as of the date of the proposed assignment or transfer as required by these conditions;
 - vi. Written acknowledgement by an authorized signatory of the acquirer that it understands, recognizes and agrees to assume responsibility for all terms, conditions and standards of any road agreement, decommissioning agreement or any other agreement then in force and that it has provided any security for road repairs,

- decommissioning or other assurances under such agreements;
- vii. Written agreement by an authorized signatory of the acquirer that it understands, recognizes and agrees to assume responsibility for all terms, conditions and standards of the Siting Permit at the time the Siting Permit was granted to the Company which are in effect as of the date of the proposed transfer or assignment, including compliance with any mutually agreed upon damages or modifications subsequent to that time, and including compliance with the requirements and obligations of any other agreements or understandings required for the original approval in effect as of the date of the proposed assignment or transfer;
- viii. Designate a representative(s) of the acquirer or transferee to meet with the County Administrator to discuss the ongoing obligations and responsibility of the acquirer under the conditions of the Siting Permit which meeting shall take place not less than fifteen (15) days following the County Board's approval of the assignment or transfer.

- b. Notwithstanding the above, Company shall have the right to assign in its sole discretion and without any consent from the County Board, as follows:
 - i. Company may assign or transfer any interest, including a 100% interest, in Company to an affiliate of Company or to an affiliate of UKA North America LLC.
 - ii. Company may assign or transfer any interest in the Project substation to Ameren Illinois, LLC.
 - iii. Company may assign or transfer any interest, including a 100% interest, in Company to lenders who provide construction, tax equity or tax credit bridge or term debt to finance the Project in the event that Company defaults on a financing agreement.
 - iv. Company may assign or transfer any interest, including a 100% interest, in Company to one or more cash investors who provide equity needed to finance the project or as part of a tax equity financing or tax credit sale.
 - v. Company may assign or transfer up to a 50% ownership interest to any other Acquirer, subject to the conditions in Paragraph 15(a)(i)–(viii) and subject to Company retaining day-to-day operational control of the Project.
 - vi. Company shall provide notice of such assignment to the County Administrator within thirty (30) days following such assignment.

16. Operating Requirements. The Company shall operate the facility according to the following guidelines.

- a. Wind turbines shall be a non-obtrusive and non-reflective color such as white, off white or gray. The Company shall always maintain the paint on wind turbines in good repair.
- b. Wind turbines shall not display advertising, except for reasonable identification of the turbine manufacturer, Company, and any parent entity of Company as approved by the County Administrator. All other signs shall be in accordance with the Montgomery County WECS Ordinance.
- c. A clearly visible warning sign advising person of the presence of high voltage levels must be placed at the base of all pad mounted transformers and substations.
- d. Except to the extent decommissioned by Company in accordance with these conditions, Company shall operate the Project in a safe and well-maintained manner, making all necessary repairs in a timely fashion.
- e. Company will respond immediately to any emergency or casualty report. Company shall place a clearly visible sign at the entrance to each turbine that identifies a 24-hour emergency contact number for the Company and pertinent 911 emergency information.
- f. **Dispute Resolution Policy.** Immediately upon receipt of a complaint, the Company shall

implement the Dispute Resolution Policy attached as Exhibit A to these Conditions and in compliance with the requirements of these Conditions

17. **Above-ground transmission lines.** Electrical transmission and collection lines connecting the towers, substations, etc. shall be placed underground. The transmission line for the Project extending from the substation to the point of interconnection may be installed as an above-ground line pursuant to the plans and specifications set forth in the application for the Project.

18. **Fire Protection Districts and Emergency Response.** Company shall cooperate with all local fire Protection Districts and provide funding as necessary for training or for new equipment to prepare the districts to respond to fire and other emergencies concerning the Project. Company shall finalize the draft Emergency Response Plan for the Project and submit the final plan as part of its Pre-Construction Submittal. Company shall train their onsite personnel to assist emergency response agencies for any emergency incident that may occur on or in close vicinity to the turbines or other structures that are part of this Project. It shall be the responsibility of Company to remove employees or other persons who become ill and/or injured in or on a turbine tower to the base of the tower to receive medical assistance by local emergency response agencies. This paragraph does not preclude or restrict emergency response personnel of any governmental or private entity from performing any rescue activities. Company may enter into agreements with local or other emergency response agencies to comply with this requirement. Company and its contractors shall share their emergency response plans and protocols, for both construction and operation of the Project, with local emergency response agencies. Company shall assist emergency response agencies in evaluating emergency response training needs and assisting with training of emergency response personnel in relation to this Project. The Company shall cooperate in emergency response drills relating to this Project, as part of coordinated training for WECS and emergency response personnel. The Company shall coordinate a bi-annual review of policies, procedures, drills, training and equipment needs between Company representatives and local emergency response agencies and provide this documentation to the County Administrator. The Company shall reimburse the responding Fire District(s) for the cost of emergency response services rendered by a Fire District attributable to the Project.

19. **Existing underground utility lines.** Company shall work with appropriate underground utility companies and shall insure that the integrity of the existing underground utilities in the area of the Project are maintained during construction and operation of the Project.

20. **Reimbursement for County Expenses.** If during the term of the WECS Construction Permit and decommissioning period for the Project, the County retains outside engineers, consultants, contractors, attorneys or other parties, in order for the County Board to enforce, determine compliance or obtain compliance with applicable laws, ordinances, regulations, or these conditions, Company shall promptly reimburse the County for all such expenses.

21. **Validity of Conditions.** By constructing and operating the Project pursuant to the WECS Construction Permit granted by the County Board with these conditions, the Company shall be deemed to waive any and all claims concerning the lawfulness, authority or reasonableness of any of the conditions set forth herein.

22. **Defense against Claims.** In the event the Project, or any other matters relating to the Project, is the subject of a lawsuit or other legal action against the County, County Board or its officials (including any county officers, directors, administrators, attorneys or agents), the Company shall reimburse the County for all reasonable legal fees and other expenses, including expert fees,

incurred by the County in defending such legal action.

23. **Parent Guaranty.** The Applicant, Virden Wind Energy LLC, is wholly owned by UKA North America LLC. UKA North America LLC guarantees the full payment and performance of any and all Conditions, Ordinance requirements, AIMA requirements and financial assurance requirements of Virden Wind Energy LLC, whether now existing or arising pursuant to Virden Wind Energy LLC's obligations under the Siting Permit, Construction Permits or Operating Permit during the term of Virden Wind Energy LLC's ownership of the Project.
24. **JULIE.** Company shall become a member of the Illinois State-Wide One-call Notice System (otherwise known as the Joint Utility Location Information for Excavators or ("JULIE") and provide JULIE with all of the information necessary to update its records as soon as JULIE allows such membership and provide the County Administrator with proof of membership.
25. **Avian/ Bat/ Wildlife/ Environmental.** The Company shall comply with all current recommendations of the Illinois Department of Natural Resources and the U.S. Fish & Wildlife Service during the duration of the construction, operation and decommissioning of the Project. The Company will also follow the IDNR conservation measure to follow International Dark Sky Association guidance for all non-FAA required lighting where industry standards allow.
26. **Additional Site Surveys.** Company shall provide site surveys for each turbine, tower, and substation location after construction demonstrating compliance with the Code requirements.
27. **Drain Tile Survey.** Prior to applying for Construction Permit(s), Company shall investigate and determine the existence of and location of any subsurface drainage features that may be impacted by the construction of the Project. Company will provide the County with the results and mapping of any subsurface drainage features.
28. **As-Built Drawing.** The Company shall provide the County with as-built drawings of the entirety of the Project.
29. **Legal Control.** Prior to receipt of Construction Permit(s), Company shall provide documentary evidence of a leasehold, or other legal interest, for each participating parcel.
30. **Cure Period.** Subject to any other provision of these conditions, any alleged breach or violation of the conditions listed herein, including an alleged failure to comply with any federal, state or local regulation now or hereafter in effect, and any penalty herein, including termination of rights granted by or the invalidity of the WECS Construction Permit, as a result of such breach or violation, shall be subject to the Company curing or commencing to cure and thereafter diligently pursuing cure of such breach or violation within sixty (60) days after receipt of written notice from the County of such breach or violation.
31. **Proof of Compliance.** The Company shall provide any reasonably requested proof of compliance (as reasonably available) with the conditions, the Montgomery County WECS Ordinance, or any other rules, laws and regulations to the Montgomery County Administrator upon request.
32. **Aircraft Detection Lighting System (ADLS) and Determinations of No Hazard.** Prior to receipt of any Construction Permit, Company shall provide proof of the Federal Aviation Administration (FAA's) approval of the ADLS system and provide a copy of all Determinations of No Hazard from FAA. Company shall install the ADLS for the Project as approved by the FAA and subject to FAA requirements.

33. **Participation/Good Neighbor Agreements.** The Company agrees to negotiate Participation/Good Neighbor Agreements in good faith with landowners owning property located within a one-mile radius of a Project turbine or substation until August 1, 2024. The County will not be involved in the substance of said negotiations.
34. **Local Contractors/Employment.** The Company will endeavor to hire local contractors for work on the Project to the extent allowed by law and consistent with federal and state prevailing wage and apprenticeship requirements. For the purposes of this requirement, a local contractor shall be considered those within 100 miles of the County seat. Such condition shall not be used to limit Virden Wind Energy LLC's ability to seek federal, state and/or local tax or other financial incentives for the Project. Company shall provide County with a list of all contractors/sub-contractors working on the Project construction.
35. **Aerial Application.** Company shall work with farmers, landowners and aerial applicators to address concerns with aerial applications in the Project area. Company shall compensate landowners (or farmers if different from landowner) for any reasonable increased costs for aerial application due to or as a consequence of the presence of the Project.
36. **Foundation Integrity.** Prior to receiving Construction Permit(s) for the Project, Company shall have a Structural Engineer seal all site-specific design of the foundation for each tower given the soil and subsurface conditions. Company shall investigate and provide reasonable proof to the County that all turbines will not be negatively impacted by abandoned mine shafts or mining operations.
37. **Points of Contact.** Prior to receiving Construction Permit(s) for the Project, Company shall provide to the County a list of primary and emergency contacts for the County providing the address, phone number and e-mail information for each.
38. **Annual Report.** Company shall provide an annual report consisting of at least the following information: (i) a list of the primary contact and emergency contacts for the Project, (ii) a summary of all maintenance reports, (iii) a summary of all emergency service calls, (iv) a list of any turbine not functioning for 4 consecutive months or more, (v) any complaints received regarding sound or shadow flicker and the resolution of each complaint, (vi) shadow flicker reports for each turbine demonstrating compliance with the shadow flicker requirements of the Ordinance, and (vii) other information reasonably requested by the County.
39. **Financial Assurance.** Prior to the issuance of any Construction Permits, Company shall provide to the County either: (i) a bond or letter of credit to cover the cost of the construction of the Project; or (ii) reasonable evidence of financing demonstrating the financial ability of the Company to complete construction of the Project.
40. **Engineering Review.** Prior to receipt of any Construction Permit(s), Company shall provide County with a set of complete construction documents and site plans signed and sealed by an engineer licensed by the state of Illinois.

END OF CONDITIONS

EXHIBIT A
Virден Wind Dispute Resolution Process



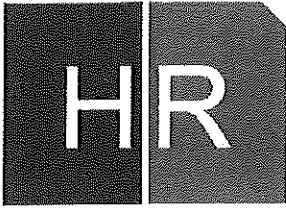
Virден Wind

DISPUTE RESOLUTION PROCESS

UKA is committed to solving any complaint on a case-by-case basis and providing a written list of complaints and resolutions to the Montgomery County Board monthly.

1. Identify complaints: We commit to maintain a toll-free hotline number, and an e-mail address that the public can submit a complaint. There is also the web site that the public can access. Contact information will also be posted at our O&M building. Residents or concerned citizens are also welcome to come into the O&M building and make a complaint in person. The telephone number and the e-mail address will be received by UKA staff. UKA will follow certain steps to make sure that; (1) we identify that there was a complaint; (2) we explore potential causes of the complaint; (3) we communicate with the complainant; (4) we take actions to resolve it; and (5) we communicate complaints and their resolutions to the County Board.
2. Timely response: We will respond within 24 hours, or more quickly if possible, to the person who made the complaint. We will acknowledge the receipt of the complaint and inform them of the steps that we may take to resolve it.
3. Investigation: The next step is to investigate the complaint. This involves gathering information from the person making the complaint. We determine where within the Project area that complaint may be taking place and start to identify and check all the equipment in the area. We seek out other sources of information regarding the complaints, talk to neighbors to see if they are experiencing the same issue, and then we evaluate all potential causes of the complaint.
4. Communication and resolution process: We report back to the person making the complaint to let them know that we have identified the issue, and then take steps to resolve the issue. Once the issue is resolved, we communicate back to the person making the complaint about the resolution.
5. Recordkeeping: we will specifically track all complaints and will maintain a written record of all complaints both during construction and during operation.
6. Reporting: report all complaints to the Board monthly.

Every complaint we take seriously, whether from a participant and non-participant. The resolution needed for each complain is on a case-by-case basis. While it is not always possible to apply a specific complaint from one project to another, the process of identifying, communicating, resolving, and tracking is the same.



Hurst-Rosche, Inc.
James W. Roth, PE, PLS
President

May 15, 2024

Mrs. Chris Daniels
County Board Administrator
Montgomery County
#1 Courthouse Square,
2nd Floor - Room 202
Hillsboro, IL 6204

RE: Montgomery County Solar Review
Anacott Solar - 13145 Fillmore Trail, Hillsboro, IL 62049
22c Development, LLC
Hillsboro, Montgomery County, Illinois

Dear Mrs. Daniels:

As requested, Hurst-Rosche, Inc. proposes to complete the independent review for Anacott Solar - 13145 Fillmore Trail, Hillsboro, IL 62049 for Montgomery County in accordance with the adopted Ordinance. Our scope of work would include the following:

1. Evaluate the individual Application in accordance with Section D. Permitting of the Ordinance.
2. Evaluate the Compliance in accordance with Section E. of the Ordinance.
3. Review the Principal Uses of the permit in accordance with Section F of the Ordinance.
4. Report our findings with a Summary Letter and an associated Checklist Table.
5. Attend a County Board meeting to present our findings.
6. Complete additional reviews of additional submittals as needed.

We propose to complete the above professional scope of services for a Not-To-Exceed fee of \$3,500 that will be reimbursed by the petitioner.

If you are in agreement with this proposal and the attached terms and conditions, please sign and date at the bottom and return one copy as our notice to proceed.

If you have any questions or require additional information, please contact our office.

Sincerely,

HURST-ROSCHE, INC.


Jeremy Connor, P.E.
Vice-President

JJC:
Enclosure

ACCEPTED BY:

Signature

Date

Jeremy Connor, PE
Vice-President of Operations

1400 E. Tremont St.
Hillsboro, IL 62049
(t) 217.532.3959
(f) 217.532.3212

www.hurst-rosche.com

Terms and Conditions

Hurst-Rosche, Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

ACCESS TO SITE

Unless otherwise stated, Hurst-Rosche, Inc. will have access to the site for activities necessary for the performance of the services. Hurst-Rosche, Inc. will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

FEE

Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time Services are rendered.

BILLINGS/PAYMENTS

Invoices will be submitted monthly for Services and reimbursable expenses and are due when rendered. Invoice shall be considered past due if not paid within 30 days after the invoice date and Hurst-Rosche, Inc. May without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the Service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection including reasonable attorney's fees.

INDEMNIFICATIONS

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless, Hurst-Rosche, Inc. his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Hurst-Rosche, Inc.

INFORMATION FOR THE SOLE USE AND BENEFIT OF THE CLIENT

All opinions and conclusions of Hurst-Rosche, Inc. whether written or oral, and any plans, specifications or other documents and services provided by Hurst-Rosche, Inc. are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of Hurst-Rosche, Inc. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either Hurst-Rosche, Inc. or the Client.

CERTIFICATIONS, GUARANTEES AND WARRANTIES

Hurst-Rosche, Inc. shall not be required to execute any document that would result in Hurst-Rosche, Inc. certifying, guaranteeing or warranting the existence of any conditions.

RISK ALLOCATION

In recognition of the relative risks, rewards and benefits of the project to both the Client and Hurst-Rosche, Inc. the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the Hurst-Rosche, Inc.'s total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of the agreement, from any cause or causes, shall not exceed the total amount of \$50,000, the amount of Hurst-Rosche, Inc.'s fee (whichever is greater) or other amount agreed upon when added under Special Conditions. Such causes include but are not limited to, Hurst-Rosche, Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

TERMINATION OF SERVICES

This agreement may be terminated upon ten (10) days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay Hurst-Rosche, Inc. for all Services rendered to the date of termination, and reasonable termination expenses.

OWNERSHIP DOCUMENTS

All documents produced by under this agreement shall remain the property of the Hurst-Rosche, Inc. and may not be used by the Client for any other endeavor without the written consent of Hurst-Rosche, Inc.

DISPUTE RESOLUTION

Any claim or dispute between the Client and Hurst-Rosche, Inc. shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of Hurst-Rosche, Inc.

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2024-09

**RESOLUTION TO APPROPRIATE FUNDS FROM THE
COUNTY AID TO BRIDGE FUND 235**

WHEREAS, 605 ILCS 5/5-602 of the Illinois Compiled Statutes provides that any County having less than 1,000,000 inhabitants may levy an additional annual tax for the purpose of administering 605 ILCS 5/5-501, 502, 503 and 504; and

WHEREAS, all moneys derived from said tax shall be placed in a separate fund commonly known as the "County Aid to Bridge Fund"; and

WHEREAS, the Road District stated below has petitioned the County Board of Montgomery County for aid in constructing or repairing a bridge, culvert or drainage structure under 605 ILCS 5/5-501 as specified in the petition on file with the Montgomery County Highway Department; and

WHEREAS, the Road District has agreed to pay one-half of the total construction cost as shown in the table below.

NOW THEREFORE, BE IT RESOLVED that the prayer of the Road District be and the same is hereby granted for aid in the construction or repair of the bridge, culvert or drainage structure described below (see attached location map):

<i>DESIGNATION</i>	<i>AGENCY</i>	<i>ESTIMATE OF COST</i>	
		<i>Percent</i>	<i>Dollars</i>
MCHD Proj. #1267 Meisenheimer Ave.	Irving Road District	50 %	\$10,000.00
	Montgomery County	50 %	\$10,000.00
TOTAL =		100 %	\$ 20,000.00

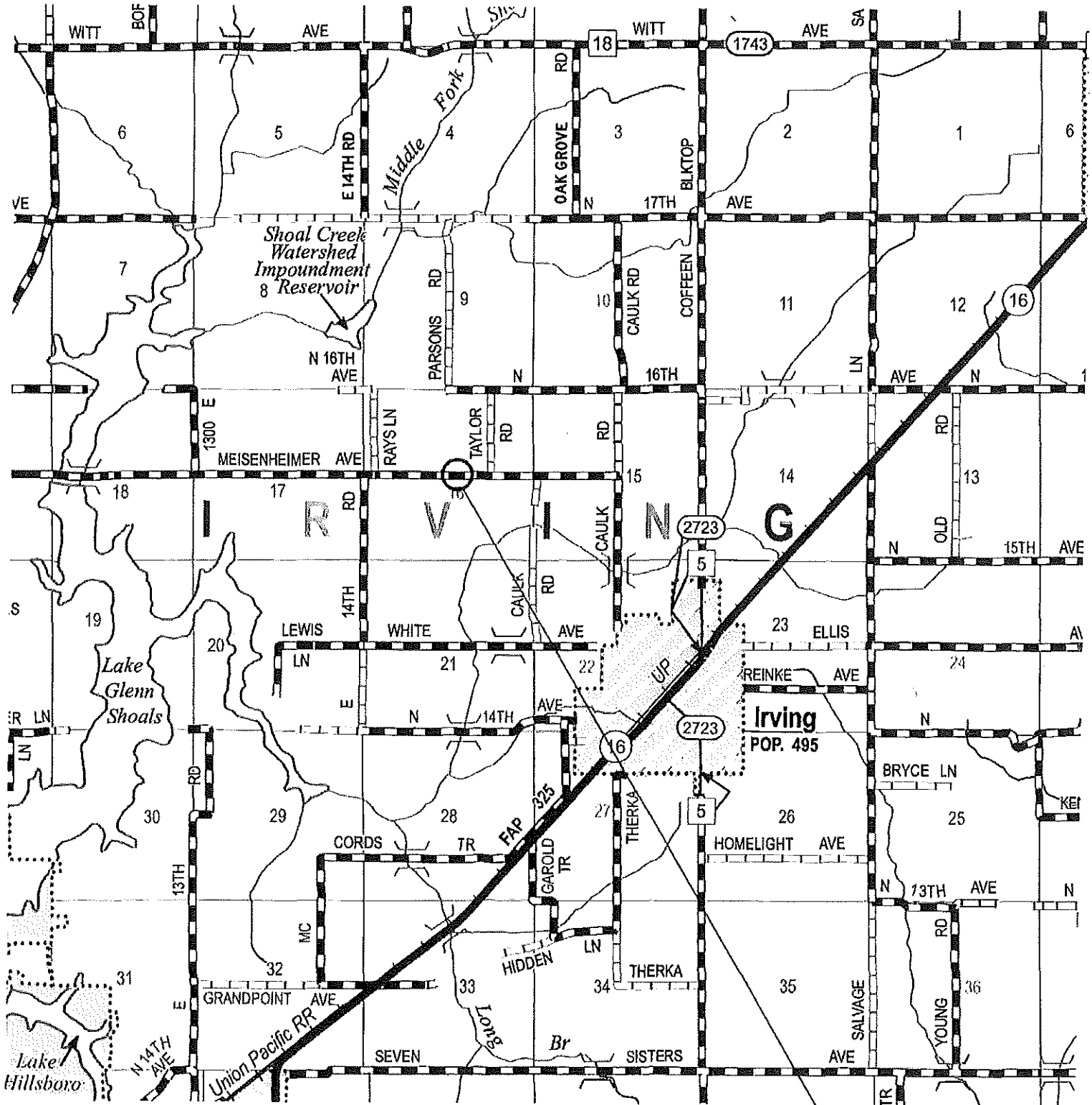
BE IT FURTHER RESOLVED, the funds necessary to furnish the County's share of cost shall be obtained from the County Aid to Bridge Fund.

Approved and adopted by the Montgomery County Board this 11th day of June, 2024.

SANDY LEITHEISER, COUNTY CLERK

(SEAL)

MCHD Proj. #1267
50/50 Culvert Replacement
Irving Township



Proposed 72"ERS x 35' Polycoated Pipe Culvert

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2024-10

**RESOLUTION TO APPROPRIATE FUNDS FROM THE
COUNTY AID TO BRIDGE FUND 235**

WHEREAS, 605 ILCS 5/5-602 of the Illinois Compiled Statutes provides that any County having less than 1,000,000 inhabitants may levy an additional annual tax for the purpose of administering 605 ILCS 5/5-501, 502, 503 and 504; and

WHEREAS, all moneys derived from said tax shall be placed in a separate fund commonly known as the "County Aid to Bridge Fund"; and

WHEREAS, the County has fulfilled all obligations imposed upon it by Section 5-501; and

WHEREAS, 605 ILCS 5/5-502 provides that the County may construct or repair a bridge, culvert or drainage structure, on, across or along any highway, at the entire expense to the County.

NOW THEREFORE, BE IT RESOLVED that the Montgomery County Board deems it expedient to construct or repair of the bridge, culvert or drainage structure described below (see attached location map):

<i>DESIGNATION</i>	<i>AGENCY</i>	<i>ESTIMATE OF COST</i>	
		<i>Percent</i>	<i>Dollars</i>
MCHD Proj. #1268 Walshville Tr. C.H. #11	Montgomery County	100 %	\$21,000.00
		%	
TOTAL =		100 %	\$21,000.00

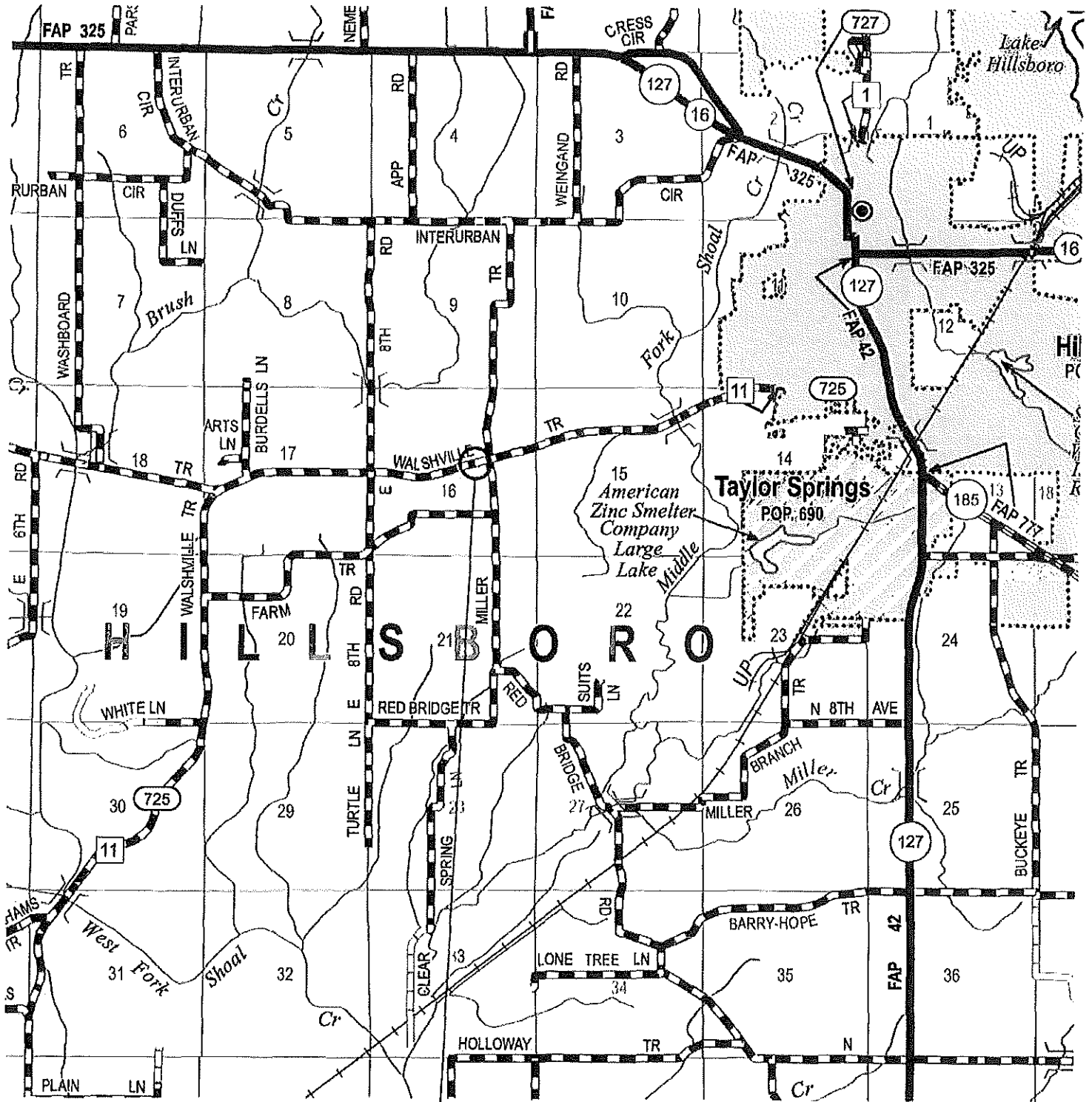
BE IT FURTHER RESOLVED, the funds necessary to furnish 100% of the cost shall be obtained from the County Aid to Bridge Fund.

Approved and adopted by the Montgomery County Board this 11th day of June, 2024.

SANDY LEITHEISER, COUNTY CLERK

(SEAL)

MCHD Proj. #1268
100% County Culvert Replacement
Walshville Tr. - CH 11



Proposed 54"Ø x 78' Polycoated Pipe Culvert

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2024-11

**RESOLUTION TO APPROPRIATE FUNDS FROM THE
COUNTY AID TO BRIDGE FUND 235**

WHEREAS, 605 ILCS 5/5-602 of the Illinois Compiled Statutes provides that any County having less than 1,000,000 inhabitants may levy an additional annual tax for the purpose of administering 605 ILCS 5/5-501, 502, 503 and 504; and

WHEREAS, all moneys derived from said tax shall be placed in a separate fund commonly known as the "County Aid to Bridge Fund"; and

WHEREAS, the County has fulfilled all obligations imposed upon it by Section 5-501; and

WHEREAS, 605 ILCS 5/5-502 provides that the County may construct or repair a bridge, culvert or drainage structure, on, across or along any highway, at the entire expense to the County.

NOW THEREFORE, BE IT RESOLVED that the Montgomery County Board deems it expedient to construct or repair of the bridge, culvert or drainage structure described below (see attached location map):

<i>DESIGNATION</i>	<i>AGENCY</i>	<i>ESTIMATE OF COST</i>	
		<i>Percent</i>	<i>Dollars</i>
MCHD Proj. #1269 Walshville Tr. C.H. #11	Montgomery County	100 %	\$25,000.00
		%	
TOTAL =		100 %	\$25,000.00

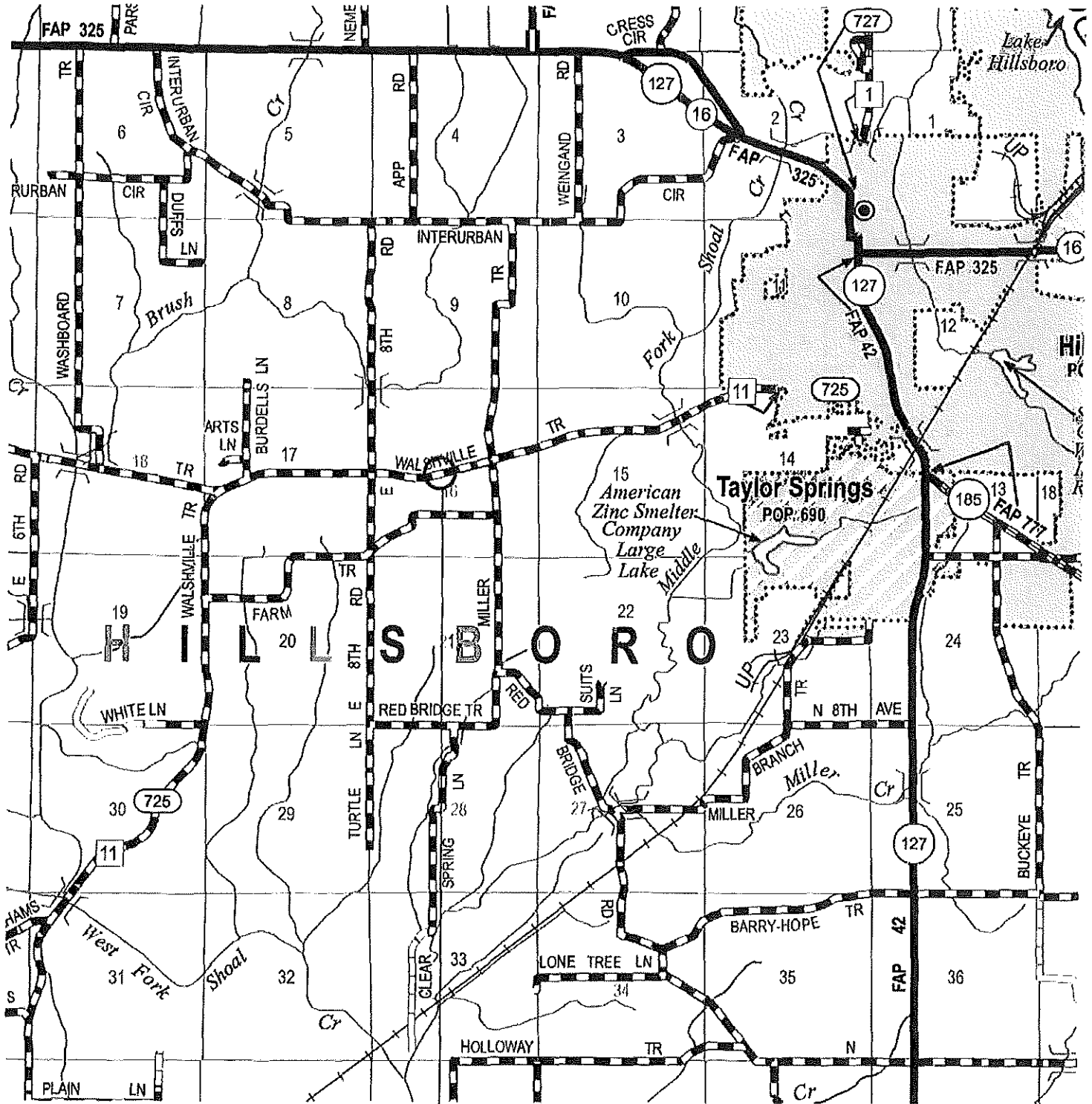
BE IT FURTHER RESOLVED, the funds necessary to furnish 100% of the cost shall be obtained from the County Aid to Bridge Fund.

Approved and adopted by the Montgomery County Board this 11th day of June, 2024.

SANDY LEITHEISER, COUNTY CLERK

(SEAL)

MCHD Proj. #1269
100% County Culvert Replacement
Walshville Tr. - CH 11



Proposed 60"Ø x 90' Polyoated Pipe Culvert

History of Non-Union Salary Increases and Starting Wages for Full and Part Time - 2024

	Non-Union Salary Increase	Full Time Starting Salary per Hour	Full Time Annual Starting Wage	Part Time Starting Salary per Hour	UNION Highway Department	UNION Circuit Clerk	UNION SOA	UNION MCSO FOP	UNION MCSO 773
FY 2010	3.75% or \$1,000	\$9.75	\$17,750.00		4.00%	4.00%		3.50%	4.00%
FY 2011	\$0.59	\$10.00	\$18,250.00	\$10.00	3.50%	4.00%		4.00%	4.00%
FY 2012	4.00%	\$10.16	\$18,500.00		3.50%	4.00%		4.00%	4.00%
FY 2013	\$0.55	\$10.33	\$18,800.00		\$0.50	\$0.80	\$0.80	4.00%	\$0.00
FY 2014	\$0.55				\$0.50	\$0.55	\$0.55	\$0.00	1.00%
FY 2015	\$0.34				\$0.25	\$0.34	\$0.34	\$0.45	\$0.45
FY 2016	\$0.34				\$0.25	\$0.30	\$0.30	\$0.35	\$0.35
FY 2017	\$0.30	\$11.25	\$20,475.00		\$0.25	\$0.25	\$0.25	\$0.70	\$0.35
FY 2018	\$0.25				\$0.25	\$0.25	\$0.25	\$0.70	2.50%
FY 2019	\$0.30				\$0.25	\$0.45	\$0.35	2.20%	2.50%
FY 2020	\$0.35	\$12.25	\$22,295.00	\$11.00	\$0.25	\$0.45	\$0.30	2.20%	2.50%
FY 2021	\$0.30	\$12.75	\$23,205.00	\$11.75	\$0.25	\$0.40	\$0.30	2.20%	\$0.40
FY 2022	\$0.35	\$13.25	\$24,115.00		\$0.25	\$0.40	\$0.30	\$0.50	\$0.40
FY 2023	\$1.75	\$14.00	\$25,480.00		\$2.00	\$2.00	\$2.00	\$0.50	\$0.40
FY 2024	6.00%	\$15.00	\$27,300.00		\$0.75	\$0.70	\$0.75	\$0.50	\$1.75
FY 2025					\$0.75	\$0.80	\$0.75		\$1.50
FY 2026					\$0.75				\$1.15
FY 2027					\$0.85				
Min. Wage Law	\$15.00 per hour				\$0.95				

ORDINANCE 2024-

WHEREAS, The American Rescue Plan Act provides for State And Local Fiscal Recovery Funds, a definition which includes Montgomery County, Illinois, and

WHEREAS, The United States Treasury Department was tasked with administration of the American Rescue Plan Act and in July 2021 issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY INTERIM FINAL RULE, and

WHEREAS, in January 2022, the U.S. TREASURY issued U.S. TREASURY FINAL RULE AND GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 RIN 1505-AC77) henceforth U.S. TREASURY FINAL RULE

WHEREAS, Montgomery County elected the Standard Allowance method of calculating Lost Revenue as allowed by the U.S. TREASURY FINAL RULE, thus enabling Montgomery County to use available ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS for *“Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services.”* and in accordance with cited restrictions defined in the U.S. TREASURY FINAL RULE.

NOW THEREFORE, the Montgomery County Treasurer shall make American Rescue Plan Act, State And Local Fiscal Recovery funds available and shall properly record such distribution as follows:

1. An amount not to exceed \$ 50,000.00 shall be made available for the purchase of Cellbrite for States Attorney’s Office.

This Ordinance shall be in effect upon passage.

YES: _____

NO: _____

ABSTAIN: _____

ABSENT: _____

Approved and passed this _____ day of _____, 2024.

_____ Doug Donaldson, Chairman, Montgomery County Board

_____ Nikki Lohman, Treasurer, Montgomery County

_____ Sandy Leitheiser, County Clerk, Montgomery County

ORDINANCE 2024- _____

WHEREAS, The American Rescue Plan Act provides for State And Local Fiscal Recovery Funds, a definition which includes Montgomery County, Illinois, and

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TREASURY FINAL RULE

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NOW THEREFORE, the Montgomery County Treasurer shall make American Rescue Plan Act, State And Local Fiscal Recovery funds available and shall properly record such distribution as follows:

1. An amount not to exceed \$ 38,000.00 shall be made available for the purchase of Waggoner Baseball and Soccer Field renovation for Village of Waggoner.

This Ordinance shall be in effect upon passage.

YES: _____

NO: _____

ABSTAIN: _____

ABSENT: _____

Approved and passed this _____ day of _____, 2024.

_____ Doug Donaldson, Chairman, Montgomery County Board

_____ Nikki Lohman, Treasurer, Montgomery County

_____ Sandy Leitheiser, County Clerk, Montgomery County

ORDINANCE 2024-

WHEREAS, The American Rescue Plan Act provides for State And Local Fiscal Recovery Funds, a definition which includes Montgomery County, Illinois, and

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NOW THEREFORE, the Montgomery County Treasurer shall make American Rescue Plan Act, State And Local Fiscal Recovery funds available and shall properly record such distribution as follows:

1. An amount not to exceed \$ 4,500.00 shall be made available for the purchase of Cress Hill Tower Cameras for IT.

This Ordinance shall be in effect upon passage.

YES: _____

NO: _____

ABSTAIN: _____

ABSENT: _____

Approved and passed this _____ day of _____, 2024.

_____ Doug Donaldson, Chairman, Montgomery County Board

_____ Nikki Lohman, Treasurer, Montgomery County

_____ Sandy Leitheiser, County Clerk, Montgomery County

ORDINANCE 2024-

WHEREAS, The American Rescue Plan Act provides for State And Local Fiscal Recovery Funds, a definition which includes Montgomery County, Illinois, and

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NOW THEREFORE, the Montgomery County Treasurer shall make American Rescue Plan Act, State And Local Fiscal Recovery funds available and shall properly record such distribution as follows:

1. An amount not to exceed \$ 50,160.60 shall be made available for the purchase of Generators for Village of Taylor Springs.

This Ordinance shall be in effect upon passage.

YES: _____

NO: _____

ABSTAIN: _____

ABSENT: _____

Approved and passed this _____ day of _____, 2024.

_____ Doug Donaldson, Chairman, Montgomery County Board

_____ Nikki Lohman, Treasurer, Montgomery County

_____ Sandy Leitheiser, County Clerk, Montgomery County

ORDINANCE 2024-

WHEREAS, The American Rescue Plan Act provides for State And Local Fiscal Recovery Funds, a definition which includes Montgomery County, Illinois, and

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NOW THEREFORE, the Montgomery County Treasurer shall make American Rescue Plan Act, State And Local Fiscal Recovery funds available and shall properly record such distribution as follows:

1. An amount not to exceed \$ 8,680.00 shall be made available for the purchase of Repeaters for Witt Volunteer Fire Department.

This Ordinance shall be in effect upon passage.

YES: _____

NO: _____

ABSTAIN: _____

ABSENT: _____

Approved and passed this _____ day of _____, 2024.

_____ Doug Donaldson, Chairman, Montgomery County Board

_____ Nikki Lohman, Treasurer, Montgomery County

_____ Sandy Leitheiser, County Clerk, Montgomery County

ORDINANCE 2024-

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NOW THEREFORE, the Montgomery County Treasurer shall make American Rescue Plan Act, State And Local Fiscal Recovery funds available and shall properly record such distribution as follows:

1. An amount not to exceed \$ 9,600.00 shall be made available for the purchase of Water Maps for Village of Raymond.

This Ordinance shall be in effect upon passage.

YES: _____

NO: _____

ABSTAIN: _____

ABSENT: _____

Approved and passed this _____ day of _____, 2024.

_____ Doug Donaldson, Chairman, Montgomery County Board

_____ Nikki Lohman, Treasurer, Montgomery County

_____ Sandy Leitheiser, County Clerk, Montgomery County

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NOW THEREFORE, the Montgomery County Treasurer shall make American Rescue Plan Act, State And Local Fiscal Recovery funds available and shall properly record such distribution as follows:

1. An amount not to exceed \$ 1,800.00 shall be made available for the purchase of Culvert for Montgomery County Health Department .

This Ordinance shall be in effect upon passage.

YES: _____

NO: _____

ABSTAIN: _____

ABSENT: _____

Approved and passed this _____ day of _____, 2024.

_____ Doug Donaldson, Chairman, Montgomery County Board

_____ Nikki Lohman, Treasurer, Montgomery County

_____ Sandy Leitheiser, County Clerk, Montgomery County

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ORDINANCE 2024-

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NOW THEREFORE, the Montgomery County Treasurer shall make American Rescue Plan Act, State And Local Fiscal Recovery funds available and shall properly record such distribution as follows:

1. An amount not to exceed \$ 36,000.00 shall be made available for the purchase of Patrol Boat for Litchfield Police Department.

This Ordinance shall be in effect upon passage.

YES: _____

NO: _____

ABSTAIN: _____

ABSENT: _____

Approved and passed this _____ day of _____, 2024.

_____ Doug Donaldson, Chairman, Montgomery County Board

_____ Nikki Lohman, Treasurer, Montgomery County

_____ Sandy Leitheiser, County Clerk, Montgomery County