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IN THE MATTER OF:  
CHRISTIAN COUNTY

ZONING BOARD OF APPEALS

NOVEMBER 29, 2023

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CHRISTIAN COUNTY

ZONING BOARD OF APPEALS

NOVEMBER 29, 2023

6:00 P.M.

ZONING BOARD:

Mr. Jim Overholt, Chairman

Mr. David Copenbarger

Ms. Adrian Adcock

Mr. Glen Goodrich

Ms. JoAnn Howard

Mr. Len Corzine

PRESENT:

Mr. Blake Tarr, Zoning Administrator

Ms. Mary Barry, Christian County Assistant  
State's Attorney

Ms. Carolyn Randall

Mr. Will Frost

Mr. Eric Wood

Mr. Carl Spengler

1                   PRESENT CONTINUED:

2

3           Mr. William Shay  
4           Westervelt, Johnson, Nicoll & Keller  
5           411 Hamilton Boulevard  
6           Peoria, Illinois 61602  
7           on behalf of North Pana Solar, LLC

8           Ms. Sandra K. Haines, Court Reporter,  
9           CSR No. 084-002423

10

11

12                   CHAIRMAN OVERHOLT: Let's get started.

13           We will have a roll-call of the members of the

14           Zoning Board of Appeals that are present.

15                   MR. BLAKE TARR: Jim Overholt.

16                   CHAIRMAN OVERHOLT: Here.

17                   MR. BLAKE TARR: Adrian Adcock.

18                   MS. ADCOCK: Here.

19                   MR. BLAKE TARR: Dave Copenbarger.

20                   MR. COPENBARGER: Here.

21                   MR. BLAKE TARR: Len Corzine.

22                   MR. CORZINE: Here.

23                   MR. BLAKE TARR: Joe Dorr.

24                   MR. DORR: Here.

                  MR. BLAKE TARR: Glen Goodrich.

                  MR. GOODRICH: Here.

                  MR. BLAKE TARR: Joann Howard.

1 MS. HOWARD: Here.

2 CHAIRMAN OVERHOLT: I would like to  
3 announce that we have a new ZBA member with us  
4 tonight. His name is Len Corzine. Len is  
5 taking the place of Gary Merker on the Zoning  
6 Board of Appeals Board.

7 MR. BLAKE TARR: Welcome Len.

8 MR. CORZINE: Thank you.

9 CHAIRMAN OVERHOLT: First item of  
10 business, approve the minutes from the October  
11 24th, 2023 meeting held at 6:00 P.M.

12 MR. GOODRICH: I make a motion to  
13 approve the minutes.

14 MR. COPENBARGER: Dave Copenbarger,  
15 second.

16 CHAIRMAN OVERHOLT: We have a motion  
17 that was made and seconded to approve the  
18 minutes from October 24th, 2023 meeting that was  
19 held at 6:00 P.M. Voice vote can be used on  
20 this, so let's do this. All in favor accepting  
21 the minutes say aye.

22 CHRISTIAN COUNTY ZBA MEMBERS: Aye.

23 CHAIRMAN OVERHOLT: Opposed. Motion  
24 passes.

1           The first item of business this evening is  
2           a zoning special use application, Sangchris  
3           Energy Center, LLC. Is the application  
4           complete?

5           MR. BLAKE TARR: Yes.

6           CHAIRMAN OVERHOLT: Has the filing fee  
7           been paid in full?

8           MR. BLAKE TARR: Yes, it has. Just to  
9           recap the parcel numbers that are affected by  
10          this application is 15-11-26-200-001-00 and  
11          15-11-26-200-003-00. The address is near the  
12          corner of County Road 1400 North and County Road  
13          150 East. The reason again for the special use  
14          application is that the Sangchris Energy Center,  
15          LLC is requesting approval for a special use  
16          permit for the construction of a stand alone  
17          battery energy storage system. The system will  
18          be utilized to store excess energy produced at  
19          times of low demand to be used during times of  
20          high demand, and to provide various stability  
21          and reliability benefits to the localized  
22          electrical grid along with several other  
23          beneficial use cases. It will become an  
24          essential component of electrical grid by

1 increasing grid stability and reliability in the  
2 future with more intermittent electrical  
3 generation. In severe weather events this  
4 system will also help replace generation  
5 capacity lost at the Kincaid Power Station when  
6 it shuts down in 2027.

7 CHAIRMAN OVERHOLT: Are there any  
8 questions from the Board?

9 At this time we will take any public  
10 comments regarding this proposal. As a  
11 reminder, please address the Board Chairman,  
12 state your name, and you will have three minutes  
13 to speak.

14 Ma'am, would you like to speak?

15 MS. CAROLYN RANDALL: Carolyn Randall.  
16 I would like to know if we are -- if there is  
17 anyone else in this situation with us? I mean  
18 are there any other places, sites that this is  
19 doing, that they are doing this, having these  
20 storage, Lithium storage units? Are we it? Are  
21 we the one and only, or are there any others?  
22 Are we going to be first?

23 Also what's the impact if we have like a  
24 minor earthquake with this? Will we be liable?

1           I mean would we see a fire that would never  
2 get put out?

3           As a neighbor that lives just north of  
4 this, and the prevailing winds are always coming  
5 from the south, and why are we the guinea pigs?  
6 That's what I look at it like. We are the  
7 guinea pigs.

8           Anybody got any comment on that? Are we  
9 the guinea pigs? Are we the one and only?

10           MR. WILL FROST: May I comment?

11           MR. BLAKE TARR: Is this for question  
12 and answer, or is this for the Board to consider  
13 for questioning?

14           CHAIRMAN OVERHOLT: This is for the  
15 Board to consider.

16           MS. MARY BARRY: So, you are just  
17 taking comments tonight?

18           MS. CAROLYN RANDALL: That's my  
19 concerns. Those are some of my concerns.

20           MR. BLAKE TARR: With the Board hearing  
21 that hopefully they will use those questions  
22 when we get to that portion to address those.

23           MS. CAROLYN RANDALL: Okay. Well, that  
24 and the fact that I am just north of this, and I

1       have buildings out there. I do not want to have  
2       something that is on fire and can't be put out  
3       because that makes me nervous, and you know,  
4       pretty soon I might have something of my own on  
5       fire because this is on fire. This is, I think,  
6       a health hazard. I also see it as a health  
7       hazard. It is going to pollute our atmosphere.  
8       It is going to affect the air we breathe and the  
9       water we drink. I would like people to think  
10      about that.

11                This one farmer is going to make a fast  
12      buck, good for him, but how about the rest of  
13      us? Are we going to sacrifice our health so he  
14      can have a fast buck? Okay.

15                   MR. BLAKE TARR: Thank you.

16                   CHAIRMAN OVERHOLT: Thank you very  
17      much. The Board has heard the testimony.

18                Is there anybody else that would like to  
19      speak in opposition?

20                   MR. CARL SPENGLER: I have a couple  
21      questions. The other night you had the Fire  
22      Chief, head of the Fire Department from Kincaid.  
23      Is this in the Kincaid Fire District?

24                   MR. WILL FROST: Midland Fire District.



1                   MR. CARL SPENGLER:  It is not in Pawnee  
2     Fire District?

3                   MS. ADCOCK:  It is both.

4                   MR. CARL SPENGLER:  Couple questions,  
5     the other night the guy gave all of the pros on  
6     the fire protection and stuff, but I never did  
7     hear a negative.  There has got to be some  
8     negatives on the type of fires and what can  
9     happen and what can't happen.  I mean, you know,  
10    we are talking about a pretty good size  
11    facility, and I know, like I say the Lithium  
12    batteries get on fire, and it is kind of hard to  
13    put them out.

14                  You are going to have 45 acres, and the  
15    question that I have we just had 3.5 earthquake  
16    in Standard, Illinois.  What happens to this  
17    facility if the earthquake hits under it?  What  
18    would you do if it had a 3.5 earthquake hit  
19    under it?  That's the question that I have.

20                  We are in, like I said the other night we  
21    are in this fault.  It goes all of the way to  
22    Tennessee.  I mean we are in that fault.

23                  I am not, you know, I have got mixed  
24    emotion about this.  I mean I think it is short

1 term. I think what you are putting in ten years  
2 from now it will be obsolete, and then what are  
3 you going to do with it? I mean you got  
4 concrete sitting out there. You got -- are you  
5 going to -- I know south of my house number 10  
6 coal mine was in there. When they sold it out,  
7 they were supposed to put that all back like it  
8 was originally. Well, you know, that don't  
9 never happen. You know, I mean you never put  
10 anything back originally.

11 The question I have, couple questions is  
12 what happens if they come back and re-mine all  
13 this coal? Everybody says it can't happen, but  
14 you know. My oldest son is a mine engineer, and  
15 he says everybody says they have already mined  
16 it once, they won't mine it again. He says  
17 that's not true. He said they come in a long  
18 wall miner and drop everything. There is a  
19 thing a lot of people don't realize. I think I  
20 said it the other day. There is five layers of  
21 coal out there where we are at. They are mining  
22 at the fifth seam where it is 300 some feet  
23 deep.

24 Just the other day I went west of my house,

1 and I already got, I notice I already have a  
2 mine sink coming in, a big one coming in west of  
3 my house.

4 My neighbor over there he is about ready to  
5 lose his house because they come out and  
6 surveyed it, and the shed fell five inches on  
7 account of mine subsidence.

8 I mean all this has been mined out there.  
9 I don't know whether you guys went in and cored  
10 it yet or not, check to see if it has been  
11 mined.

12 Another thing I done, probably no people in  
13 the County don't know, I ended up buying all my  
14 coal rights back from the County. I own all of  
15 the property.

16 CHAIRMAN OVERHOLT: Sir, I believe your  
17 three minutes has expired. Could you wind up,  
18 please.

19 MR. CARL SPENGLER: All right. I said  
20 enough.

21 CHAIRMAN OVERHOLT: Thank you very  
22 much.

23 Any further questions from the Board?

24 MR. DORR: I have a couple questions

1 since I missed the last meeting.

2 So, how soon do you guys propose that this  
3 would happen if everything went according to  
4 your plan?

5 MR. WILL FROST: Could I just do a  
6 quick five minute recap, go through my slides to  
7 help?

8 MR. DORR: Sure. I don't have a  
9 problem.

10 MR. BLAKE TARR: Would that be okay?

11 CHAIRMAN OVERHOLT: Sure. Go right  
12 ahead.

13 MR. WILL FROST: Good evening. My name  
14 is Will Frost. I am a project developer with  
15 East Point Energy. We are the sole owners of  
16 the Sangchris Energy Center. I presented  
17 initially back at the end of October.

18 Just to briefly go through a quick little  
19 recap of that presentation, highlight some of  
20 the main points of information that I think  
21 would be helpful for those who were not in  
22 attendance.

23 To provide a brief summary of the  
24 application the applicant is the Sangchris

1 Energy Center, LLC, which is a wholly owned  
2 company by, project level company owned by East  
3 Point Energy. We are also requesting an  
4 extension to the approval of the permit through  
5 the end of 2027, which I will briefly explain  
6 later in the recap of the slides.

7 As noted, we are looking to permit 45  
8 acres, but only expect to develop on  
9 approximately 30 acres given our current site  
10 plan. The property is zoned agricultural, and  
11 we are deemed similar to a solar field or a wind  
12 farm requiring the special use permit.

13 I will skip through the description of East  
14 Point Energy unless there are any questions from  
15 members of the Board in the future.

16 What is grid connected energy storage,  
17 briefly stated in the explanation of the  
18 application we are a system that will be plugged  
19 directly into the electrical transmission lines  
20 that run northwest to southeast across Christian  
21 County. The system will be used to store energy  
22 coming off of those transmission lines to then  
23 be put back on the electrical grid. There are  
24 several reasons and needs for this type of

1 resource on our electrical grid, which I would  
2 be happy to explain further.

3 We are utilizing a proven technology in the  
4 Lithium ion battery, one that creates no  
5 emissions and minimal noise as is proven by all  
6 of the devices we use in our daily lives that  
7 utilize this Lithium ion technology.

8 There are several benefits, I will not  
9 belabor this slide too long, first and foremost  
10 being the securing of the renewable energy  
11 future that our country has committed to as well  
12 as the State of Illinois along with the several  
13 stability and reliability benefits the systems  
14 provide for more of an electrical engineering  
15 perspective, which I am happy to get into as  
16 much detail as desired.

17 Some little news stories that are not  
18 necessary to sit on for now, the description of  
19 the project itself we intend for it to be a 300  
20 megawatt system with a four hour duration, so  
21 1,200 megawatt hours of volume. We have a 35  
22 year -- we have an option to lease the property  
23 from the current landowner. That lease  
24 structure is a 35 year lease with the

1 possibility of extending that two additional  
2 five year periods, and that lease will be  
3 executed upon the construction of the project.

4 We plan to start construction so long as  
5 current time lines hold the first half of 2027  
6 with construction completing in the first half  
7 of 2028. That timeline is largely dependent on  
8 the mid continent independent system operators  
9 interconnection feasibility study, which is a  
10 study we need to submit the project to to  
11 understand what needs to occur in order for the  
12 system to be able to connect to that  
13 transmission line.

14 We have some ongoing risks that we are  
15 continuing to mitigate, first and foremost being  
16 the Peabody Mine that our project is sitting on  
17 top of. I have a slide at the end of this for a  
18 brief update on some conversations that I have  
19 had on that over the last month.

20 We are working with the neighboring  
21 landowners and looking to amend our current  
22 lease agreement with our, with the landowner,  
23 which I have another update on as well, to  
24 ensure that the current drainage characteristics

1 of the property are maintained, and that the  
2 neighbors to the east are still, they do not see  
3 any changes to the drainage characteristics of  
4 their property.

5 As well as a fire safety plan, I have Eric  
6 Wood here who was with me last month as a member  
7 of the Energy Safety Response Group. They are  
8 one of the leading companies in the country  
9 right now in the development of the safety  
10 standards for these systems, and he is here to  
11 help answer any questions we have around the  
12 fire safety planning of the system.

13 Here is an overview of the general  
14 location. We are looking at about three miles  
15 south of the retiring Kincaid Power Station  
16 nestled in, just about in between the two solar  
17 projects, which have already been permitted in  
18 the County as well.

19 This is the site plan that we are  
20 requesting our permit for. It is the 45 acres  
21 composed of two major components, one being the  
22 point of interconnection seen in the top right  
23 corner. That would be the substation like  
24 infrastructure that would be plugging directly



1       into the transmission line as well as the  
2       battery system itself in the remaining portion  
3       of the site plan here, which would include a  
4       project level collectors substation as well as  
5       the battery enclosures themselves and any  
6       inverter technologies that are needed to  
7       transform the energy from a storable state to  
8       one that can be pushed through a transmission  
9       line.

10               This is a rendering of the project that we  
11       contracted with a civil engineering company to  
12       create for us. It is our current understanding  
13       of the site plan. There are several things that  
14       could happen that would cause this to change,  
15       which is our motive to ask for a permit for the  
16       full 45 acres that we have an option to lease  
17       despite our current understanding of only  
18       needing to develop around 30 acres of that 45.

19               I am happy to come back to this and speak  
20       to any individual components or portions of the  
21       site plan.

22               Another slide that is worthy of much more  
23       than just a quick recap, so I will leave the  
24       fire safety planning to any questions from the

1 Board, but I would like to reiterate the fact  
2 that these systems are monitored by -- these  
3 systems have a battery management system, which  
4 is connected to a larger computerized system,  
5 which is constantly collecting data and being  
6 monitored by a person on the other end of the  
7 chain, meaning that we are constantly collecting  
8 data about the current state of the system, and  
9 we can speak much more to that.

10 We look to have, and we do currently have  
11 good relationships with both the Midland and  
12 Pawnee Fire Departments. I have spoken to both  
13 departments, and given a similar presentation to  
14 both, and was able to get Eric in front of the  
15 Midland Fire Department at the end of last month  
16 as well, and they have all of our contact  
17 information, and we look forward continuing to  
18 work with them as we continue to develop the  
19 project, and work through emergency response  
20 plans and any necessary planning that needs to  
21 occur prior to the project's construction.

22 Now, as two quick updates from over the  
23 last month, the first is a very important  
24 conversation that I was able to have with the

1 Illinois Department of Natural Resources and an  
2 individual who has worked on this mine from a  
3 regulatory perspective for the last 20 plus  
4 years. I was very lucky to get his contact  
5 information and be able to have an in depth  
6 conversation with him about the mine, and I  
7 won't get into too many details on that just  
8 yet. I will wait until we get to some question  
9 and answer, but he is just about the best  
10 contact we are going to get for understanding  
11 the regulatory framework of this mine and  
12 understanding the future of potential additional  
13 mining as well as the current state and what  
14 kind of mitigation we can do to ensure that  
15 there is no, to ensure that there is no damaging  
16 subsidence to the facility.

17 And as I have stated last month this is the  
18 forefront risk that we see on this project, and  
19 it is something we look to continue to evaluate  
20 upon an approved permit, and see if there are  
21 pathways to mitigate any risks, substantial  
22 risks that we uncover as we continue to evaluate  
23 the mine and the project's impact to it.

24 On the item of drainage here is some

1 language that we have sent to our landowner for  
2 an amendment to the site lease. This would  
3 ensure that we -- this is language that holds us  
4 accountable to ensure that there are no impacts  
5 to the drainage, characteristics that are  
6 provided by our project site. We are committing  
7 ourself to a study before the project's  
8 construction and then again after to ensure that  
9 there have been no impacts and then studies to  
10 continue throughout the project's life to ensure  
11 that drainage is not impacted by studies by an  
12 impartial third party, and it provides  
13 assurances that that drainage, those drainage  
14 characteristics will not be altered. And if the  
15 system itself will change those characteristics,  
16 that we will find the appropriate solution. I  
17 will leave that at that.

18 Then just some final slides here, but I  
19 think that is a good recap of the presentation  
20 from last time, and I will sit on the rendering  
21 and look to answer any questions.

22 MR. DORR: I have a question.

23 CHAIRMAN OVERHOLT: Thank you very  
24 much.

1                   MR. DORR: Are these going to be new  
2 batteries or recycled electric vehicle  
3 batteries?

4                   MR. WILL FROST: They will be new  
5 batteries.

6                   MR. DORR: They are going to be an ion  
7 battery?

8                   MR. WILL FROST: In all likelihood they  
9 will be a Lithium iron phosphate, Lithium iron  
10 phosphate battery. We are, technically we are a  
11 technology agnostic development company. So, we  
12 will use the best solution at the time we sign  
13 into work orders with a construction firm, but  
14 all indications point to Lithium iron phosphate  
15 as being the primary resource for these  
16 facilities by the time of the construction.

17                   MR. DORR: So, currently that's the  
18 standard battery, or are they working on any  
19 kind of new batteries right now for the future?

20                   MR. WILL FROST: From a Lithium  
21 perspective?

22                   MR. DORR: Any kind of battery.

23                   MR. WILL FROST: So, from a chemical  
24 perspective there is a potential future with

1 solid state Lithium ion batteries. I don't know  
2 a whole lot about those to offer you here this  
3 evening. It is a similar chemistry that is  
4 being utilized. It is simply a different  
5 format, a much lighter battery that will be  
6 used. My expectation is solid state would go to  
7 electric vehicles a lot more because of the  
8 weight characteristics of it, and Lithium iron  
9 phosphate would simply be more available for  
10 these commercial scale systems.

11 There are other kinds of batteries that are  
12 non-chemical such as utilizing abandoned mines  
13 as a place to store water or compress air.  
14 There are flow state batteries. There are more  
15 medium to long duration batteries. So, there  
16 are a lot of different types of technologies  
17 that can be used, and we are going -- the  
18 electrical grid will need some array of them  
19 all.

20 These Lithium ion batteries are ideal for  
21 the short duration, four to eight hour window,  
22 for energy storage; and the real benefit to that  
23 short duration is for utilization on any given  
24 day. So, taking energy that's being produced in

1 the middle of the day, but not being used, and  
2 extending that window of use for that generation  
3 most likely from solar to utilize in the later  
4 hours of the day.

5 MR. DORR: Okay. So, if this is not  
6 going to go, do you have a lease signed already?

7 MR. WILL FROST: We have an option to  
8 lease. So, there is no -- we have not leased  
9 the property, but we have a drafted lease  
10 agreement that is an attachment to an option  
11 agreement we have with the landowner.

12 MR. DORR: How long is that option for?

13 MR. WILL FROST: The option is a five  
14 year option, which we signed back in 2022.

15 MR. DORR: So, if this is not going to  
16 go and be up and running until 2027 or '28, why  
17 are you doing all this now?

18 MR. WILL FROST: That is a great  
19 question. So, the idea of construction  
20 beginning in '27 would fall within the five year  
21 time frame of our option agreement, and we would  
22 need to execute the option before construction.  
23 The reason for the timeline as I was noting is  
24 the interconnection site. So, there are two

1 main risks we see with these projects when we  
2 pick an initial site.

3 One is a permitting risk, making sure that  
4 we can fit within the characteristics of a  
5 community, and get an approval from a board like  
6 yours for such a project. It is a time  
7 commitment that is well worth it to ensure the  
8 community is aware of the project, and ends up  
9 being comfortable with it at the end of the day.

10 The longer time commitment is the  
11 interconnection study process, which  
12 historically is a process that should only take  
13 12 months, but given the increase in electrical  
14 projects that have submitted themselves to the  
15 interconnection study as we see this transition  
16 occurring, the study is taking upwards of three  
17 to four years to complete. They are just  
18 finishing general interconnection agreements  
19 signifying the end of that study for projects  
20 submitted back in 2019.

21 MR. DORR: So, they can't do the study  
22 prior to approval from the Zoning Board?

23 MR. WILL FROST: That is a risk  
24 assessment from the developers themselves like



1 East Point. The interconnection study is not a  
2 cheap study. It is a six to seven figure  
3 process just to submit your project to not  
4 really know what the final results are going to  
5 look like, and those final results can end a  
6 project's potential for being constructed.

7 So, we see the zoning risk as one that we  
8 would like to move forward through before we  
9 submit that deposit for the interconnection  
10 study. We understand it is a good deal in the  
11 future, which is one of the things we look to to  
12 discuss in these conversations to ensure that we  
13 have the right tools in place to ensure that the  
14 project is at its best and still within the  
15 ordinance of the locality we are trying to build  
16 by the time we construct it.

17 MR. DORR: How many other facilities  
18 like the lady was asking earlier are out there  
19 right now?

20 MR. WILL FROST: I can't give you a  
21 specific number. These energy storage systems  
22 have been being constructed and utilized across  
23 the country since the early 2000s. These  
24 utility scale systems we are starting to see a

1 significant more development of in the past five  
2 to six years. If you look at the current  
3 interconnection study queue where we can see the  
4 portfolio of projects that are looking to  
5 connect to the grid, there is a large amount of  
6 storage projects that are working their way  
7 through the study going all of the way back to  
8 that 2019 study, which is currently being closed  
9 out. So, this project by the time we know it  
10 will be a real project there will be several  
11 more within the State of Illinois let alone  
12 across the country.

13 We are seeing pretty rapid deployment of  
14 them in the California market as well as down in  
15 Texas and up in the Northeast where we see  
16 several that have been constructed or approved  
17 for construction in New York City as well as  
18 Staten Island and certain areas up in the  
19 Northeast as well.

20 MR. DORR: Do you know of any other  
21 projects that failed to get the interconnection?

22 MR. WILL FROST: So, it is not exactly  
23 a failure to get the interconnection. They have  
24 to provide the opportunity for you to connect to

1 the project. It is just a matter of how  
2 expensive it is going to be for you to do it.  
3 So, yes, I can't speak to any that have pulled  
4 out because of exorbitant interconnection costs.

5 MR. DORR: Not costs, just flat out  
6 denied.

7 MR. WILL FROST: Flat out denied, no,  
8 that is not something that the independent  
9 system operator has the ability to do. They  
10 cannot flat out deny any customer from trying to  
11 interconnect to the grid.

12 MR. DORR: So, you are saying the risk  
13 of getting this done prior to outweighs the cost  
14 of getting this interconnection?

15 MR. WILL FROST: Correct.

16 MR. DORR: Just a couple other  
17 questions.

18 As far as the fire hazard, like I read news  
19 stories of electric vehicles catching fire just  
20 from, spontaneous from the heat, and the local  
21 fire departments couldn't put them out because  
22 the batteries don't require oxygen to burn. So,  
23 what is going to be used in case of a fire?

24 MR. WILL FROST: So, I won't go to you

1       just yet. I am going to give a stab at it  
2       first. This is exactly why Eric is here to help  
3       answer these questions, but to give the kind of  
4       base level evaluation from my side of things  
5       there are several national and international  
6       codes that are put in place for these particular  
7       systems. As you can see on this slide the  
8       NFPA855 is the standard safety code for these  
9       systems, which accounts for a rigorous amount of  
10      testing that the individual components of these  
11      facilities go through before they are even able  
12      to be installed, which accounts for the  
13      potential for thermal runaway, the potential for  
14      the propagation of any thermal runaway that does  
15      occur, and these standards have only gotten  
16      better and better over the last three to four  
17      years and even longer than that. I ramble a  
18      little bit.

19                   MR. DORR: That's fine. I will just  
20      wait until the expert can answer those  
21      questions.

22                   So, you say that your plan will, if the  
23      power goes out, it will run for four hours?

24                   MR. WILL FROST: The system will be

1 operating even with the power not going out. I  
2 would not like the impression for you -- I would  
3 not like for you to have the impression that  
4 this system is here to stop blackouts.

5 It is a four hour duration system that the  
6 main purpose is to extend the window of use, the  
7 window of time in which we can utilize solar  
8 energy resources or wind energy resources as  
9 well as provide a plethora of stability and  
10 reliability benefits to the grid to help prevent  
11 those blackouts from happening in the first  
12 place; but I would not like you to have the  
13 impression that this system will prevent  
14 blackouts themselves, but yes, it will provide  
15 power for a four hour duration at its name plate  
16 capacity.

17 MR. DORR: Are these facilities  
18 government funded subsidies?

19 MR. WILL FROST: There is an investment  
20 tax credit that was passed with the Inflation  
21 Reduction Act that offers a 30 percent tax  
22 incentive to these projects. That tax incentive  
23 is largely to counteract the supply, the cost we  
24 have seen, increased costs we have seen because

1 of supply chain concerns as well as inflation  
2 across the country. There are some additional  
3 tax benefits that projects have access to if  
4 they are located in the right places, being in  
5 this situation next to a retiring generation  
6 facility. There are unemployment standards for  
7 communities where if the community or county  
8 meets a certain unemployment standard, they  
9 receive an additional 10 percent incentive, and  
10 I am blanking on the third one, but there are  
11 some community specific incentives that can be  
12 offered as well.

13 MR. DORR: So, what is a projected cost  
14 of this project?

15 MR. WILL FROST: We are looking at more  
16 than likely a nine figure spend on this system  
17 itself.

18 MR. DORR: That's all that I have.

19 MR. COPENBARGER: Mr. Chairman.

20 CHAIRMAN OVERHOLT: Go ahead.

21 MR. COPENBARGER: To follow up, Dave  
22 Copenbarger, to follow up on Joe's, I guess I am  
23 looking at Appendix C, this is a question to  
24 you, Mr. Frost. You have got a list of the

1 projects that you are working or developing as  
2 like this one, but the only one that actually is  
3 running I will call it is this Broken Bird  
4 Battery Energy System, is that correct?

5 MR. WILL FROST: That is --

6 MR. COPENBARGER: It is 8 megawatts.

7 MR. WILL FROST: So, a brief history of  
8 East Point, when we were founded, we were  
9 founded as a development only company where we  
10 would develop projects to then be sold off to  
11 either a utility or a company who had the  
12 capital and the wherewithal to construct and  
13 operate them.

14 That eight megawatt hour system was kind of  
15 our proof of concept of our development  
16 strategy. It was a system that was developed in  
17 partnership with a local Virginia rural  
18 electrical cooperative. That is the only system  
19 that East Point has developed that is currently  
20 in the ground and operating.

21 There is another one on there the Dry  
22 Bridge Energy Center, which was our second  
23 marquee project that was sold to Dominion  
24 Energy, which is the largest utility in the

1 State of Virginia, which is currently under  
2 construction. A number of different delays in  
3 the construction of the system since it was  
4 handed off to them, and there are a number of  
5 others there that fell into that old phase of  
6 East Point.

7 As of last summer we were purchased by  
8 Equinor, which is a global oil and gas company  
9 out of Norway, and they are supporting our  
10 transition to becoming an independent power  
11 producer where we will construct, own, and  
12 operate these systems ourselves. I don't have  
13 any guarantee on when we are going to start  
14 having our own projects in the ground, but my  
15 expectation is by the end of next year we will  
16 have our first system that we will be operating  
17 ourselves, and it is only going to increase from  
18 there as we get more familiar with the  
19 development of these systems as well as the  
20 construction and the operation of them as well.

21 MR. COPENBARGER: I should know this,  
22 but how big is this one that you are proposing  
23 for Christian County?

24 MR. WILL FROST: 300 megawatts.



1                   MR. COPENBARGER:   Significantly larger  
2                   than anything that's been built to date?

3                   MR. WILL FROST:   By East Point,  
4                   correct.  By the time it is constructed that is  
5                   not our expectation.

6                   MS. ADCOCK:   I have, Adrian Adcock, I  
7                   have several questions piggybacking on the other  
8                   two gentlemen.

9                   First, can we walk through the option lease  
10                  in a little more detail.  What was originally  
11                  agreed to with the landowner?

12                  MR. WILL FROST:   It is an option to  
13                  lease the property.  The option is a five year  
14                  period in which we have the ability to explore  
15                  the development of the property.  We have no  
16                  rights for ownership to the property during  
17                  that, or the rights we do have to the property  
18                  are the ability to access it for a certain, for  
19                  certain studies that we need to conduct to  
20                  ensure that a project can be built on the  
21                  facility; utilize the address for applications  
22                  like this here as well as the interconnection  
23                  study application when that time comes; that an  
24                  attachment to that option period is an agreed

1       upon site lease agreement with the landowner,  
2       which is that 35 year lease with two five year,  
3       possible extensions for five year periods.

4               MS. ADCOCK: Was this option filed with  
5       the County Recorder?

6               MR. WILL FROST: Yes, it was.

7               MS. ADCOCK: Do you possibly know when  
8       that was done?

9               MR. WILL FROST: I believe we signed  
10       this back in July of 2022, and we would have  
11       recorded -- there is a memo at the end of the  
12       option that would have been recorded with the  
13       Clerk.

14              MS. ADCOCK: They have not found a  
15       record of that.

16              MR. WILL FROST: Okay. I can look into  
17       that.

18              MS. ADCOCK: So, can we move to the  
19       slide when you have a second about the -- the  
20       pink slide. So, can you kind of walk us through  
21       where this map is and where your project is?

22              MR. WILL FROST: Yes. So, we are  
23       looking at 1400 North right here with 1300 North  
24       down to the south. This line here is 150 East.

1       So, the project would be approximately right  
2       within this area.

3               One thing that is important to note that I  
4       have learned through my conversation with the  
5       Department of Natural Resources is this right  
6       here with the two lines are almost running  
7       parallel is one of the main channels for the  
8       mine. It was utilized for transport and access  
9       to all of the different panels on the east and  
10      west side of that main corridor.

11             We are a part of a panel that was mined  
12      before 1977, which means we were not, or this  
13      portion of the mine was not subject to a lot of  
14      the regulations that the Department of Natural  
15      Resources imposed on coal mining after the,  
16      after 1977. It turns out that is actually a  
17      good thing for us in the state or the expected  
18      state of the mine under our feet at the project  
19      site. The coal mine had decided to start  
20      pumping coal ash back into the mine at a certain  
21      point after 1977, which needed appropriate  
22      permitting by the Department of Natural  
23      Resources, and they pumped that coal ash back  
24      into the ground with water. That would have

1       been pumped into, using my cursor, into that  
2       channel, and it would have run all of the way  
3       south into more of this section down here, and  
4       everything else would have been blocked off. We  
5       would need to evaluate the, if any of that has  
6       gone into our panel of the mine because exposure  
7       to water in an open mine is typically what leads  
8       to subsidence in the above ground. The exposure  
9       to water can loosen clay in the surrounding area  
10      that typically borders coal, and can lead to  
11      some potential subsidence.

12             In my conversation with the individual from  
13      the Department of Natural Resources his attitude  
14      towards this was it is a risk that can be  
15      managed. In all likelihood our facility will  
16      not impact the mine given it's three to 400 feet  
17      underground, but we need to understand the  
18      potential for the mine to collapse on its own  
19      with or without the system there over the next  
20      couple of decades. So, that is something we  
21      will be spending a substantial amount of money  
22      and time to evaluate prior to constructing the  
23      facility. But it seems to be something that we  
24      have the ability to mitigate even if there is

1 the risk. We can go and backfill the mine if  
2 needed. We can find engineering solutions to  
3 account for any expected subsidence. There are  
4 solutions that we haven't explored yet, but it  
5 is something -- this is a nine figure  
6 investment, and we won't construct it if we  
7 don't feel as though it is on stable ground.

8 MS. ADCOCK: Has there been any  
9 backfilling done for --

10 MR. WILL FROST: The only backfilling  
11 that has occurred is the pumping of coal ash  
12 back into the mine.

13 MS. ADCOCK: So, as the constituents  
14 had shown concerns about the earthquake which  
15 did happen just a few weeks ago, what is your  
16 procedures to mitigate --

17 MR. WILL FROST: Our procedure is to  
18 mitigate an earthquake are similar to procedures  
19 we use to mitigate most other extreme weather  
20 events that would occur. That would be part of  
21 our evaluation of the mine itself. My concern  
22 there would be more of that leading to more  
23 substantial mine collapse than a simple  
24 subsidence event. It is not simple subsidence,

1 but a subsidence event.

2 So, that will be an extensive part of our  
3 assessment of the mine and potential impact of  
4 an earthquake. The facility itself is a very  
5 stable facility. Their enclosures settled on  
6 either concrete pads or concrete pillars. An  
7 earthquake would have little to no impact to the  
8 facility itself. The most sensitive piece of  
9 equipment would be the substation, and we have  
10 those all over the place.

11 MS. ADCOCK: I think I asked at the  
12 last meeting, forgive me, I do not recall the  
13 answer, did you know how much the storage units  
14 weighed?

15 MR. WILL FROST: Yes. It depends on  
16 who we use, whose equipment we use, but we will  
17 tend to see a single enclosure is likely to not  
18 exceed 30 tons.

19 MS. ADCOCK: How many enclosures are we  
20 going to have?

21 MR. WILL FROST: Around 100.

22 MS. ADCOCK: In your presentation you  
23 mentioned about the lease. It looked like it  
24 was about the drainage district though. Can you

1 walk me through -- is this an addendum to this  
2 option that you were speaking of the landowner,  
3 or was this a lease with the drainage district?

4 MR. WILL FROST: It is an amendment to  
5 the lease that we have within the option  
6 agreement that is currently in place with the  
7 current landowner. The motivation for it is  
8 conversation that I have had with two of the  
9 neighbors on the east side of the property. If  
10 you look at -- this is kind of the best place to  
11 see it. If you look at the northwest side, you  
12 can kind of see a little bit of an outline of a  
13 little wet trail. That is a surface drainage  
14 ditch that provides a very large benefit to the  
15 property owners to the east side of the  
16 property. They have communicated with us that  
17 that is something they have spent a significant  
18 amount of time, and money, and general  
19 investment in to allow for the full utilization  
20 of their pieces of land on the eastern side of  
21 the property. We have worked with them to find  
22 a way, the most appropriate way to give them  
23 assurances that we will A, try to not impact  
24 that surface drainage, but if we do, install an

1       alternate solution for them to assure that the  
2       drainage characteristics awarded to them by our  
3       project property does not change.

4               MS. ADCOCK:   So, is the flow of water  
5       then in the upper right corner down to this  
6       stream?

7               MR. WILL FROST:   Down into the drainage  
8       canal, yes, ma'am.

9               MS. ADCOCK:   So, the current flow of  
10       water is directly into your proposed site?

11              MR. WILL FROST:   So, yes, where this  
12       rendering is currently located it would be  
13       cutting off the northern portion of that, the  
14       drainage ditch as it currently is.  One of the  
15       solutions in that event could be for us to carve  
16       more drainage or more of a ditch down south  
17       creating more of a straight line for them than  
18       the curve that they have.

19              A solution that we list, an additional  
20       solution that we list in the language is the  
21       installation of a 24 inch drainage tile main, a  
22       perforated dual wall tile that would be  
23       installed and would come out on the neighbor's  
24       property, which if that is a solution we use, we



1 would need to work on an additional agreement  
2 with the neighboring property to allow us to  
3 construct the pipe onto their property, but that  
4 is just another solution that we have discussed  
5 with the neighboring landowners.

6 So, it simply is an amendment to the  
7 option, or an amendment to the lease that is a  
8 part of the option to ensure that we do not  
9 impact the characteristics of the drainage.

10 MS. ADCOCK: The green to the right is  
11 that part of the landowner's property that you  
12 are not using?

13 MR. WILL FROST: Correct.

14 MS. ADCOCK: So, you are talking about  
15 putting a 24 inch to the right of your facility,  
16 it would not go underneath your facility?

17 MR. WILL FROST: We have not committed  
18 to the 24 inch drainpipe as the solution in the  
19 event we do need to route it around the  
20 facility. Let's say we have a future where we  
21 need to space the containers a little  
22 differently given results we have seen from an  
23 analysis of the mine to ensure that we are best  
24 situated on the property, we don't know what the

1 impacts of that might be on an installed  
2 drainage tile. So, that is why we haven't  
3 committed to that one solution, but we have just  
4 committed to the fact that we will not impede  
5 the current drainage.

6 MS. ADCOCK: With the MISO feasibility  
7 study is that different from the interconnection  
8 agreement?

9 MR. WILL FROST: The interconnection  
10 agreement is the result, and apologies, the  
11 feasibility study is one component of a three  
12 phase interconnection study, which results in a  
13 general interconnection agreement, and that is  
14 an agreement that is negotiated between the,  
15 between MISO and the developer that's looking  
16 to -- the interconnection customer.

17 MS. ADCOCK: Can you walk us through  
18 those phases, please.

19 MR. WILL FROST: The first phase is a  
20 feasibility study, and my apologies, my engineer  
21 would have been the best person to answer this  
22 question. Feasibility study is followed by a  
23 system impact study, and I am forgetting the  
24 name of the third phase there. My explanation

1 is not going to be good.

2 MS. ADCOCK: Well, is there any  
3 particular phase that is kind of the hang-up, or  
4 is it just again the sheer volume that you  
5 mentioned earlier?

6 MR. WILL FROST: It is the sheer volume  
7 mainly, and it is the fact that a lot of  
8 projects that submit into the queue are  
9 generally speculative. People won't know what  
10 the results of the study look like. So, a  
11 developer might submit ten projects with the  
12 final result of only building two.

13 Every time they study a cluster of  
14 projects, which every year there is a new  
15 cluster that's submitted, they need to  
16 understand the full impact of that entire scope  
17 of new projects that are looking to connect.  
18 Once results come back, and half of those  
19 projects decide that's a cost we can't handle  
20 with this project and drop out, they need to  
21 re-evaluate the new cluster essentially.

22 So, it is somewhat of a cascading issue,  
23 and this is something that's happening in  
24 interconnection studies all across the country

1 right now. That's the main cause. It is the  
2 volume of projects and the number of projects  
3 that do end up pulling out at some point during  
4 the study initiating a re-study.

5 MS. ADCOCK: Do they provide you with a  
6 checklist of what they require for them to  
7 review your feasibility?

8 MR. WILL FROST: Yes. It is frankly a  
9 pretty short list of requirements. It is having  
10 an appropriate amount of site control showing  
11 that you have a real project that you are  
12 submitting as well as more electrical specifics,  
13 like the full capacity of the project,  
14 anticipated usage, how often will you be putting  
15 energy onto the grid during what hours of the  
16 day, some things like that.

17 MS. ADCOCK: So, you will have to do  
18 for several different mediums then part of that  
19 feasibility, this water compressed air as well  
20 as Lithium?

21 MR. WILL FROST: I am sorry mediums  
22 for?

23 MS. ADCOCK: Your battery type.

24 MR. WILL FROST: No. When we submit to

1 the interconnection study, we submit as a -- the  
2 technology itself, the form of storage that's  
3 used is not part of the study. It is the  
4 capacity itself and the use of the technology,  
5 so storage or generation.

6 MS. ADCOCK: Is this 300 megawatts  
7 already sold?

8 MR. WILL FROST: So, our intention --  
9 so, there is two ways these projects will  
10 typically sell energy to the electrical grid.

11 One is through a power purchase agreement,  
12 which would more than likely be signed with a  
13 utility itself. That power purchase agreement  
14 you are not exactly selling the electricity to  
15 an individual. You are simply locking in a  
16 specific price for that energy and the buyer of  
17 the energy, buyer in quotations is receiving  
18 credits for the renewable aspect of the energy,  
19 the renewable energy credits.

20 It is our intention for this project to be  
21 operated on a merchant basis, which means we  
22 will not have -- we do not intend to have a  
23 contract with the utility for the purchase of  
24 the projects. We will simply be operating the

1 system within the wholesale electricity market,  
2 which is regulated by MISO. It is composed of  
3 several different markets that address the real  
4 energy of the electrical grids, so the buying  
5 and selling of the energy itself as well as some  
6 of the more ancillary benefits that the system  
7 provides, which leads to those stability and  
8 reliability benefits.

9 MS. ADCOCK: I think my last question  
10 is about -- I know we talked last time about  
11 everything is in containers so that it is  
12 contained; but if there is a release, that is  
13 considered toxic fumes, correct?

14 MR. WILL FROST: No, ma'am. I will let  
15 Eric speak a little bit more to, if you wouldn't  
16 mind kind of going through some of the basics.

17 MR. DORR: I have one question. So, if  
18 you are selling this to wherever, what is the  
19 value of 300 megawatts?

20 MR. WILL FROST: So, the value of the  
21 300 megawatts is simply the name plate capacity  
22 of the system. It is the energy that we have to  
23 sell or to buy from the electrical grid.

24 You typically see an energy pricing on a

1 per kilowatt basis as opposed to megawatts. It  
2 simply is a unit of measure for how much energy  
3 the system can take on and can put back onto the  
4 grid as it relates to the wholesale electricity  
5 market.

6 MR. DORR: So, if you convert the  
7 megawatt to kilowatt, what's that?

8 MR. WILL FROST: A thousand kilowatts  
9 to one megawatt. The value of a kilowatt  
10 changes over the course of a day. It is based  
11 on the supply and demand for electricity. So,  
12 you will see spikes in the cost of energy when  
13 there is a demand for it. So, typically in the  
14 morning hours when people are waking up and  
15 getting ready for work we will see a spike to  
16 then see more of a lower plateau in the middle  
17 of the day when everyone is at the office, and  
18 we are able to rely on more of our base load  
19 generation, and then that peaks again in the  
20 afternoon to evening when people come home and  
21 start running dishwashers and running --

22 MR. DORR: What's the average price?

23 MR. WILL FROST: I do not have an  
24 answer for that. It depends on where -- it

1 depends on the location. It depends on the  
2 energy market you are within. It depends on the  
3 amount of energy being used in any given  
4 location. I don't have a good answer on an  
5 average.

6 MR. DORR: So, if this is going to cost  
7 nine figures, what's the payback on this  
8 project?

9 MR. WILL FROST: We have our own  
10 thresholds, return thresholds that we look for  
11 prior to deciding to construct a project, and  
12 that accounts for the amount we can make over  
13 the course of a 25 year life. These projects  
14 take a long time to make back the expense or the  
15 initial expense of them. It does require that  
16 25 year life to make back that extra cost.

17 MR. DORR: So, you are saying it is  
18 going to take 25 years to make your cost back?

19 MR. WILL FROST: Plus the return  
20 threshold that is needed for us to construct one  
21 of these projects.

22 MR. DORR: You have a 25 year lease  
23 with a five year renewal?

24 MR. WILL FROST: It is a 35 year lease,



1 but we make financial decisions based off of a  
2 25 year life span.

3 MR. COPENBARGER: Dave Copenbarger, I  
4 think before we get into the fire discussion I  
5 would like to remind everybody why we were --  
6 the motion that was made at the end of the last  
7 meeting was to have Counsel review the  
8 application considering proximity to the Peabody  
9 mine and the other factors in consideration.  
10 That was supposed to be done by Mary Barry. So,  
11 do you have any comments based on our -- because  
12 that's why we stopped.

13 MS. MARY BARRY: I think it was and  
14 maybe I am misremembering. I think that might  
15 have been what was said, but I think it was more  
16 the members of the Board wanted to look into  
17 these factors as opposed to me looking at it.

18 MR. COPENBARGER: So, you don't have  
19 any comments?

20 MS. MARY BARRY: I don't have comments  
21 beyond your questioning here. I mean I don't  
22 think I have seen a legal question.

23 MR. COPENBARGER: You don't have  
24 anything to bring out before we go on that

1       hasn't been brought up already?

2                   MS. MARY BARRY:  No.  I think the  
3       leasing was one legal area we were looking at,  
4       but beyond that legally no.

5                   MR. CORZINE:  I had just a couple  
6       questions, Len Corzine.

7                   One primary one was around in your picture  
8       what is going to be -- I assume that's not going  
9       to be all concrete.  So, what is it, because it  
10      is going to have a big effect on surface  
11      drainage, and have you done your study to see  
12      the watershed, and which way the flow of the  
13      water is going to be?  Can you talk about that?

14                  MR. WILL FROST:  Yes.  The expectation  
15      is for the cover to be gravel, which is  
16      considered an impervious surface when it comes  
17      to drainage analysis.  We have not done a full  
18      hydrological analysis of the region at this  
19      point.  That will be conducted upon an approved  
20      permit when we understand there is some  
21      feasibility on the interconnection side of  
22      things, and we will do a full hydrological scope  
23      of the project as we apply for a storm water  
24      pollution prevention plan and items like that.

1           So, there is some empty space on there as  
2 you can see. That is largely there for any  
3 necessary retention ponds and just drainage  
4 management that we need to have on the system  
5 itself. There are numerous state and federal  
6 regulations and requirements that are put in  
7 place to ensure that these systems don't have  
8 larger impacts, and we will be subject to all of  
9 those.

10           MR. CORZINE: That's good the gravel  
11 part, but you have got 100 of these structures,  
12 and each one of those there is going to be  
13 run-off from those. So, I don't know whether  
14 the gravel would -- you are going to have more  
15 surface water come off of there in storms.

16           So, have you had any contact -- you have  
17 said you have talked with the landowners about  
18 that, but what about for the surrounding  
19 landowners I assume there is a drainage  
20 district. Have you had any meetings or  
21 conversations with drainage district  
22 commissioners looking at this?

23           MR. WILL FROST: Our landowner -- so,  
24 our landowner is a commissioner in his own

1 drainage district here as well as his neighbor  
2 to the east. We have spoken with them, and they  
3 gave us a communication which Blake was cc'd on  
4 in an e-mail which was noting their need for a  
5 commitment to, at least the continued drainage  
6 across the property for the district's support.  
7 They will be heavily included as we do have  
8 those studies for them to review, and then the  
9 storm water management plans once we get to that  
10 point, but yes, we have good contacts within the  
11 drainage district that we are in.

12 MR. CORZINE: I think the AIMA requires  
13 that. Now, part of that -- how much are you  
14 going to add to your gravel, your base, and all  
15 of that as far as elevation? Because it looks  
16 like the flow of water is going to come from the  
17 northeast to the southwest. So, it looks like  
18 there is already some ponding up there in your  
19 picture on the northeast. So, that's going to  
20 be pretty important. You are going to have to  
21 have a system.

22 MR. WILL FROST: Yes, one thing to note  
23 AIMA does not directly apply to battery storage  
24 projects. They apply directly to wind and solar

1 facilities largely because of the larger land  
2 impact that they have. That said it is an  
3 agreement that I am very familiar with, and I  
4 have reviewed in the preparation of this  
5 application, and it is something we intend to  
6 fully adhere to as necessary from a drainage  
7 perspective.

8 I am sorry, could you repeat the second  
9 portion of that?

10 MR. CORZINE: How much you were going  
11 to elevate the area.

12 MR. WILL FROST: Right, right, I don't  
13 have a good answer on that. That largely  
14 depends on the soil conditions once we do a  
15 geotechnical study of the property, and then  
16 also have a better sense of which technology we  
17 would utilize and what kind of foundation.

18 Ideally we don't need to remove soils from  
19 the facility. That might not be possible. The  
20 compaction from the weight of the system itself  
21 is likely to not cause too much of an increase  
22 in elevation, but frankly I don't have a  
23 concrete answer on that for you.

24 MR. CORZINE: AIMA is not required?

1 MR. WILL FROST: AIMA does not apply to  
2 a battery energy storage facility as written,  
3 correct.

4 MR. CORZINE: Thanks. One other  
5 question. You talked about on the energy in,  
6 energy out. Does that mean that your company  
7 when it is operating will be buying and then  
8 selling so you keep track of what's coming in,  
9 and so you will buy and sell?

10 MR. WILL FROST: Correct.

11 MR. CORZINE: It will be an ongoing  
12 process then, right?

13 MR. WILL FROST: Yes. It will be an  
14 ongoing process. There are limitations to how  
15 many times we can cycle a battery within a day,  
16 and what that cycle looks like based on  
17 warranties that we have with the battery  
18 supplier.

19 MR. CORZINE: Batteries will last 35  
20 years?

21 MR. WILL FROST: The batteries will  
22 degrade over time. Typically an individual  
23 battery has a life span of anywhere from 10 to  
24 20 years depending on the battery itself and the

1 manufacturer. We typically have an expectation  
2 that every piece of equipment is going to be  
3 replaced at least once over the course of a  
4 project's lifetime.

5 We build an extra space into enclosures.  
6 We will typically build an extra space to  
7 account for what we call augmentation, which is  
8 ensuring the name plate capacity of the facility  
9 is upheld. So, as the system degrades we can  
10 put in additional batteries, and they will be  
11 constantly monitored, and under certain  
12 warranties to assure that they do not -- they do  
13 not -- they are not utilized beyond their useful  
14 and safe life.

15 CHAIRMAN OVERHOLT: Unless we have any  
16 further questions of this young man I propose  
17 let's take a ten minute break, and come back and  
18 dispose of this case, and move onto this next  
19 one. This will be special use application from  
20 North Pana Solar. So, let's take a ten minute  
21 break.

22 MR. DORR: Can we ask further questions  
23 after we resume from the fire expert? Can we  
24 ask him questions after we resume?

1                   CHAIRMAN OVERHOLT:  Yes, we can.

2                   (Whereupon the ZBA meeting was in  
3                   recess.)

4                   CHAIRMAN OVERHOLT:  Let's get  
5                   everybody's attention.  Go ahead and talk about  
6                   the fire risk.

7                   MR. WILL FROST:  I have one comment or  
8                   one thing to share before jumping into that to  
9                   address the recording of the memo.  I did look  
10                  into some files, and we do have a recorded memo  
11                  here with Christian County Recorder back in, I  
12                  believe, June actually of '22.

13                  MS. ADCOCK:  Okay.  So, the Recorder  
14                  said the parcels had already a different  
15                  renewable.

16                  MR. WILL FROST:  Yes, they do.  There  
17                  is one, one of the access parcels, it is a  
18                  similar option for a wind facility.  Given the  
19                  actual parcel itself that can't be constructed  
20                  on that parcel given the setback requirements  
21                  based on the federal, I am sorry, based on the  
22                  state siting regulation that was passed.  So, it  
23                  was a risk we identified early on, and one we  
24                  don't see that is an impediment to the project



1 construction, and it is something that our  
2 landowner has been communicated to by the  
3 company that they are willing to drop at a  
4 moment's notice if needed, which we haven't  
5 found a need for.

6 MS. ADCOCK: So, there is two parcels  
7 in the project proposal. Both parcel numbers  
8 have an agreement with Grand Prairie Wind, and  
9 they were filed in 2020.

10 MR. WILL FROST: Based on our title  
11 analysis of the properties that we have signed  
12 an option for it is -- of our two project  
13 parcels it is the eastern one. If there is one  
14 on the western property, it is not one that I am  
15 aware of or that -- sorry, it is the western  
16 property, the narrow one, that has the option  
17 with the wind developer, not the eastern larger  
18 parcel.

19 Based on our review and also my  
20 conversations with the landowner it is just that  
21 western parcel and one to the south of that as  
22 well, but that is not something that we have an  
23 option for.

24 MR. COPENBARGER: Quick follow-up. So,

1 an option to lease you filed a -- explain what  
2 that, I guess I don't understand what that,  
3 legally what that document means.

4 MR. WILL FROST: It is just our  
5 requirement to the public to notify that we have  
6 an option over the property. So, if someone  
7 else doesn't come in -- it is a tool to prevent  
8 a landowner potentially from signing several  
9 contradicting agreements and the buyers not  
10 being aware of it.

11 MR. COPENBARGER: When would you enter  
12 into an agreement?

13 MR. WILL FROST: So, we would execute  
14 on the -- we would execute on the option prior  
15 to constructing the project typically after we  
16 have signed that general interconnection  
17 agreement, and that actual execution is a whole  
18 other item that would be recorded to my  
19 understanding.

20 MR. COPENBARGER: So, this is an  
21 agreement if that happens, X amount will be --  
22 you have already talked about that -- what the  
23 agreement will entail if you do it.

24 MR. WILL FROST: Yes, so this doesn't

1       have any information on our site lease. It is  
2       simply that the confines of the option agreement  
3       itself and the portion of land that that is  
4       over. The site lease agreement is not part of  
5       this memo. It includes just the property  
6       descriptions here including the full 55 acres  
7       across both properties.

8               MS. HOWARD: I have a question.

9               MR. WILL FROST: Please.

10              MS. HOWARD: I know we talked about  
11      thermal runaway in our last meeting. What are  
12      thermal barriers?

13              MR. WILL FROST: It is a great  
14      question, and it plays into the NFPA standards  
15      and regulations that I was speaking to that  
16      perhaps the largest improvement in the standards  
17      of these, the fire safety standards of these  
18      systems is the prevention of propagation.

19              So, if an individual cell does run into  
20      thermal runaway, in the instance we have seen in  
21      the last couple of years that fire has been  
22      contained to that module because of those  
23      barriers that prevent that.

24              MS. HOWARD: So it doesn't spread?

1           MR. WILL FROST: Exactly, exactly. So,  
2 we see with the current standards we are now  
3 seeing that fire be contained to the module.  
4 The module is part of a battery rack, and then  
5 the battery rack is part of the larger  
6 enclosure. So, it is not even spreading to an  
7 enclosure itself. It is just staying to that  
8 one individual module.

9           Any specific fire questions Eric is an  
10 amazing resource to offer some information  
11 there. He is an individual who has spent the  
12 last six years being one of the people to light  
13 these things on fire to understand how they  
14 burn, what's coming off of them.

15           MR. DORR: So, if all of the batteries  
16 go up at one time, the container that they  
17 are -- it is not going to melt that container?

18           MR. ERIC WOOD: My name is Eric Wood.  
19 I am senior consultant with Energy Safety  
20 Response Group. Most of you saw me a little  
21 over a month ago. Nice to meet you, sir.

22           So, your question is is what happens to the  
23 enclosure if all of the batteries were to  
24 ignite. So, the majority of these containers

1 are made out of steel. The testing that we have  
2 done in our lab in Ohio, we have done that  
3 testing in enclosures that range anywhere from  
4 six feet to 40 feet. Every enclosure that we  
5 have lit on fire on purpose the enclosures still  
6 remain intact. They don't melt down to the  
7 ground, and everything stays within the confines  
8 of that enclosure.

9 MR. DORR: How long does that burn for?

10 MR. ERIC WOOD: So, to preface from  
11 everything that we have done on the testing side  
12 and everything that we have seen and implemented  
13 into NFPA and Underwriter Laboratories with UL,  
14 because we have members within our own company  
15 that sit on those panels, and they have helped  
16 author the NFPA standard, and they have helped  
17 initiate the discussion and what the UL testing  
18 standard should look like, what we have found is  
19 is that we don't apply water. We just allow it  
20 to burn. It is safer. It is easier, and what  
21 that allows at the end of the day is for that to  
22 burn itself out faster. If we apply water to  
23 the enclosure, what is happening is you are  
24 preventing that energy from being able to

1       dissipate. So, by allowing it to burn we obtain  
2       what we deem as a clean burn. That clean burn  
3       once it initiates, on average when we test these  
4       large enclosures four to six hours, and then  
5       they burn themselves out. Then there is no more  
6       stranded energy. Everything has been completely  
7       depleted. Essentially that enclosure becomes  
8       nothing more than a paper weight.

9               So, for us on the testing side what we do  
10       is once we burn these things completely out and  
11       we verify that there is nothing left in regards  
12       to the energy, we end up just transporting it to  
13       a recycling agency, and they take it in, and it  
14       is all recyclables at that point.

15               MR. DORR: So, there is no suppression  
16       of the fire, just let it burn?

17               MR. ERIC WOOD: Correct, correct. I  
18       know there was a question about off gas, and  
19       what does that potential look like, and how bad  
20       is it. So, what we have found through all of  
21       our testing on our own and then additional  
22       studies that have been done across the nation  
23       from different engineering companies, things of  
24       that nature, the three main components that we

1 see are hydrogen, CO, and CO2. There are  
2 similar fluctuations for other things like  
3 hydrogen fluoride and hydrogen chloride, but  
4 what we have seen with those is that they are in  
5 such small nanograms. They are existent, but  
6 they are not existent outside of the enclosure.  
7 HF being a primary example it is what's deemed  
8 as a sticky substance. So, when we have these  
9 enclosures and these things light off because it  
10 is a sticky substance, it isn't able to get out  
11 of the system, and actually stays within that  
12 parameter what that enclosure is.

13 So, why we talk about hydrogen, CO, and  
14 CO2, those are the ones that we see outside.  
15 Now, the question becomes how far away do these  
16 gases then pose a threat. What we found through  
17 all of our testing and all of our data  
18 collection is that we can go 20 feet downwind  
19 from it, and we are at levels that are not  
20 harmful to anybody.

21 So, with the NFPA standard that's there  
22 what that NFPA standard does it actually takes  
23 companies from the time of commission, meaning  
24 the time of construction, all of the way to the

1 decommission, meaning when they tear it down,  
2 and how they tear it down, and what that is  
3 supposed to look like. So, that document is  
4 outrageously long, and if you need to go to  
5 sleep for the night, I would recommend reading  
6 it because it is a long read.

7           Essentially what we found is that with the  
8 off gas potential anywhere outside of 50 feet  
9 the levels that would be considered harmful are  
10 not there. So, because NFPA standard is set up  
11 in such a way that the majority of these systems  
12 have a setback, meaning that it is so far off  
13 the road, it is typically so far away from  
14 residences. Where the caveat comes in is where  
15 we start seeing systems implemented into New  
16 York.

17           So, to answer your question, ma'am, you  
18 were asking about is this one of the first  
19 systems, it is not. There are numerous systems  
20 across the country. This is just one of many  
21 systems.

22           Battery energy storage systems have  
23 essentially been in production since the early  
24 2000s. The only thing that's changed now are



1 the standards and qualifications that are needed  
2 to be met to actually put them into commission.  
3 Hence the NFPA standard and the UL standards  
4 that we have to test to and abide by.

5 So, there are two different tests that we  
6 have to take them through. So, there is a  
7 UL9540 and a UL9540A. They are two different  
8 tests that verify two separate things, but are  
9 both very important to the conditioning of these  
10 projects as they go forward. It is not like a  
11 company can just make it, and set it, and go.  
12 Every company for these systems to be put into  
13 production have to verify that they have gone  
14 through this rigorous testing process.

15 That's one of the sides that my company  
16 does is we do the UL testing so that these  
17 systems we know what they do and how they are  
18 effected. We purposely set them on fire. We  
19 purposely blow them up. We have even gone to  
20 the extent of shooting them to see what happens  
21 when you shoot it. So, we can collect that data  
22 so that at the end of the day when we go out to  
23 do our training and consulting we can give real  
24 world information as to what we have seen, and

1       then how we mitigate that from a fire fighting  
2       standpoint.

3               MR. DORR:   So, are these connected  
4       together?  Is there any way to cascade from one  
5       to another?

6               MR. ERIC WOOD:  Typically no.  So,  
7       usually what happens, and you will find with  
8       different manufacturers based off of those  
9       testing standards they do a vast array of how  
10      they set up their components when they go in.

11              So, sometimes you will have them where they  
12      are back to back because the testing that they  
13      have gone through they have shown that they  
14      cannot propagate from this to this.  You have  
15      other ones that say we know we are not going to  
16      propagate from here to here, but just because of  
17      how big our system is we want to have X foot  
18      offset between each enclosure.  So, it is just  
19      dependent upon what that manufacturer is abiding  
20      by, and what type of testing standard they are  
21      trying to implement.

22              MR. COPENBARGER:  Dave Copenbarger, I  
23      would assume, and I think I am correct in saying  
24      that the Emergency Management Director for

1 Christian County would be the one that would be  
2 assisting the fire departments that are in the  
3 local area for this. So, there needs to be a  
4 plan that he would know about so he would know  
5 who to get ahold of because Midland is a small  
6 town, they are great guys, but they are limited  
7 in their resources. So, you are saying you let  
8 it burn. I am not sure that's -- I am not sure  
9 that that's all there is to it. I would think  
10 there would be need to be perimeter control,  
11 perhaps air monitoring. So, I would think we  
12 need a plan developed by and for our EMA guy to  
13 coordinate with those fire departments in that  
14 area to not just let it burn. So, can you get  
15 into that a little bit?

16 MR. ERIC WOOD: I can. So, one of the  
17 other things that we do within our company, and  
18 that I have had the opportunity to be a part of  
19 is we actually write emergency response plans.  
20 We also do emergency management plans, and we  
21 also do Hazmat mitigation analyses based on  
22 these types of systems.

23 I have had the opportunity to write  
24 multiple emergency response plans, EMPs, HMAs,

1 if you will. Everyone that we write is site  
2 specific. So, if this project were to come to  
3 fruition, we would have the opportunity if  
4 allowed by East Point to actually go and do an  
5 emergency response plan for that specific site.

6 A lot of the departments that we find these  
7 systems being implemented into are very similar.  
8 It is a volunteer organization, limited  
9 resources. Having had the opportunity to work  
10 in the fire service for the last 20 years I have  
11 had the opportunity as a full-time firefighter  
12 to work with volunteer organizations. Part of  
13 my undergraduate study was emergency management,  
14 and then how you mitigate risks when you don't  
15 have enough personnel, so being able to talk  
16 about efficiency and effectiveness with the  
17 least amount of personnel. The nice things with  
18 these systems is we don't have to flood it with  
19 a lot of people, and because we are not  
20 utilizing water to make it go away and we are  
21 allowing it to burn the idea of needing an on  
22 site water resource typically isn't  
23 necessitated. We have had companies that have  
24 put water resources on site just in case.

1           Certain areas in Texas that I have had the  
2           opportunity to train with have done that, but a  
3           lot of other times departments know where their  
4           water resources are. They understand how long  
5           it takes for that water shuttle to go from point  
6           A to point B, and that's the phenomenal world  
7           about volunteer organizations. Those guys can  
8           pull water from anywhere. It is really  
9           impressive to watch them work. So, when we have  
10          discussions with volunteer organizations and we  
11          are able to show them what that ERP looks like  
12          and how site specific it is, it kind of gives  
13          them ease of mind.

14          So, there is different variations on how we  
15          do this. So, one of the ways that we have done  
16          it is we have provided that ERP to EMA offices.  
17          We have also provided it to EMA and fire, and we  
18          have done it where we have not only provided it  
19          to both organizations, but we also keep one on  
20          site at the actual battery energy storage  
21          facility. So, they have multiple resources on  
22          hand. If that truck leaves and they don't have  
23          one ready, it is already on the site, and they  
24          can access it and start getting those resources

1           into place as they see fit.

2                       MR. WILL FROST:   Worth noting we have  
3           had a conversation with Jeff Stoner, the County  
4           EMA, in conjunction with Aaron Tucker and Dale  
5           Eggerman at the Midland Fire Department, and we  
6           have discussed that access to water.  As noted  
7           the idea is to let the system burn, but that  
8           doesn't mean there could be a need for water as  
9           you mentioned on perimeter control, and just  
10          additional assurances for no propagation, and  
11          that's a concern that Jeff has expressed, and it  
12          is something we are willing to, or we are  
13          interested in working with them on, and putting  
14          water on the facility, a tanker if needed based  
15          on the resources that they have.  That's going  
16          to be all about, that will be part of our  
17          continued conversations with them.

18                      MR. COPENBARGER:  I know it is a little  
19          complicated, but if these are even accurate like  
20          one of those, I will call it a little container  
21          shed, that would be where the battery is at.  
22          Let's say that whole thing, and I think you said  
23          it is compartmentalized, are we talking -- like  
24          say that ran away the whole thing, which maybe

1           it can or can't happen, but say it could, is  
2           that a one month fire, a three hour fire? What  
3           is it?

4                     MR. ERIC WOOD: Are you talking just  
5           referring to one enclosure?

6                     MR. COPENBARGER: One, because the odds  
7           of all of them doing that aren't going to be  
8           there.

9                     MR. ERIC WOOD: Very slim, yes. So, if  
10          we have one enclosure that fully propagates out,  
11          six hours, six to eight being worst case  
12          scenario. So, one of the things that we also do  
13          is we write up what is the worst case scenario,  
14          and we build that into that hazard mitigation  
15          analyses, right. As a fireman you are always  
16          taught, you always think of the worst as you are  
17          going to the call; and then if it is not the  
18          worst, okay, great dodged that bullet. So, we  
19          build that worst case scenario into things that  
20          we write for site specific analysis, and we  
21          cover that in depth.

22                    MR. COPENBARGER: To address the lady  
23          who spoke first, what about air monitoring?

24                    MR. ERIC WOOD: So, with air

1 monitoring, so one of the things --

2 MR. COPENBARGER: Like if a fire  
3 happened.

4 MR. ERIC WOOD: Yes. So, one of the  
5 things that we have built into every emergency  
6 response plan is denoting the use of an air  
7 monitor. So, there is different variations of  
8 air monitors that are out there. What that air  
9 monitoring does is it looks at hydrogen sulfide,  
10 carbon monoxide, oxygen levels, and then the  
11 fourth one is known as a lower explosive limit.  
12 There is a five gas meter that we utilize as  
13 well. The four still remain the same, but then  
14 that fifth variable that's there is known as  
15 volatile organic compounds. So, an equivalent  
16 to that would be things like methane, pentane,  
17 butane, things along that nature. So, in the  
18 ERP that we built out we specifically state in  
19 there that any fire personnel operating at a  
20 scene if something were to occur, they need to  
21 have air monitoring on them at all times to  
22 verify what are they looking at.

23 MR. COPENBARGER: I was thinking more  
24 about environmental monitoring in case of a --



1           MR. ERIC WOOD:  So, with the enclosures  
2           every system that is built they have different  
3           monitoring systems already built into them.

4           MR. COPENBARGER:  I guess if there is a  
5           fire, not all of the time, once it releases into  
6           the atmosphere would that be where you would set  
7           up with the prevailing wind is blowing out of  
8           the south, it would go so far out, and set up a  
9           monitor to ensure that no hazardous chemicals,  
10          whatever got out of the site basically?

11          MR. ERIC WOOD:  Yes, we definitely  
12          build that in.  That's already in our ERP.

13          MR. COPENBARGER:  Okay.

14          MR. ERIC WOOD:  Yes, sir.

15          MR. CORZINE:  Len Corzine, what would  
16          you see -- what would we see if one of these  
17          went off if we had that happen?

18          MR. ERIC WOOD:  So, there is -- I am  
19          going to give you the good scenario, and then I  
20          will give you what might be deemed as a bad  
21          scenario.  So, referring to the BMS that Will  
22          spoke about, the battery management system, that  
23          is basically the brains of each enclosure.  So,  
24          every enclosure has a battery management system

1 in it. That is constantly reading what is  
2 happening inside the enclosure twenty-four  
3 seven. Then all of that data then gets uploaded  
4 into the system that is verified and checked by  
5 an operations center.

6 So, the good scenario is if a battery  
7 starts to initiate thermal runaway and starts to  
8 have a problem, that battery management system  
9 can read everything down to each isolated  
10 battery, and then they can deem that there is a  
11 problem in this specific area, and then off site  
12 at that center they can shut that enclosure off.  
13 What that allows that to do then is any energy  
14 that was within that enclosure they can  
15 dissipate that energy out to the remaining  
16 enclosures that are on site and take that one  
17 off line. Ideally when they do that, that  
18 limits the propagation. That's the good  
19 scenario.

20 The bad scenario is it has already gone  
21 past that threshold, and now it is just going to  
22 do what it is going to do. So, worst case  
23 scenario would be just that. We have an entire  
24 enclosure, a single enclosure that's now

1 starting to light off. Initially what you would  
2 see is you would see off-gassing. So, it is  
3 not, it is not smoke like what you would see  
4 from a house fire essentially. It is colored  
5 different. It has a nose tinge to it that when  
6 you smell it, if anybody smelled it like an  
7 electrical fire, right, that's typically the  
8 smell that you get with it. So, typically that  
9 nose will tell you right away that something is  
10 happening, and then you start hearing things if  
11 you are on site, and then you see the off gas.  
12 Then as it goes to off gas, as I stated we have  
13 the hydrocarbons, the hydrogen, the CO, and the  
14 CO2 because they are both, all three fairly  
15 flammable, a lot of times in a very short  
16 duration it will start to just light itself off.  
17 Once it lights itself off and goes into that  
18 clean burn state, then essentially you will just  
19 see flames at that point.

20 MR. CORZINE: So, anyway it doesn't  
21 keep it contained in the metal case, right? You  
22 are talking about it will escape.

23 MR. ERIC WOOD: It escapes to the  
24 point, but it won't propagate to the additional

1 ones. It will stay there within itself. We  
2 have done testing on those where we have had an  
3 enclosure here and an enclosure directly  
4 adjacent to it, and we have had it where it does  
5 not propagate from this one to the next one.

6 In tests that we have had that, that means  
7 that that test has failed, and now they have to  
8 go back to the drawing board and figure out how  
9 do we make that not happen. So, with the  
10 rigorous testing that we do under that UL  
11 standard of 9540 and 9540A they have to clearly  
12 show no propagation. Then every data point that  
13 they put out into their report also then  
14 dictates that they had no propagation from one  
15 container to the next.

16 MR. DORR: The current facilities like  
17 this that are up and running now how many fires  
18 have there been since inception of them?

19 MR. ERIC WOOD: They are so slim. We  
20 have had a few, and I know if you Google it,  
21 there is a few that pop up. In its entirety  
22 from all of the ones that have been implemented,  
23 commissioned, and are currently working I would  
24 say you see less than 2 percent. There is quite

1 a few out there that are actually in place  
2 running right now specifically in California,  
3 Texas. They are all over those states. As far  
4 as I couldn't provide you with a specific number  
5 of how many fires, but they are very, very low  
6 and very, very minimal.

7 MR. GOODRICH: In worst case scenario,  
8 Glen Goodrich, they had a major earthquake like  
9 you were stating on that, I think that would be  
10 your lowest priority to go out. You would be  
11 more concerned about FS. You would be concerned  
12 about your own house and your natural gas line  
13 breaking, and your house is on fire and half the  
14 City of Kincaid and Pawnee would be more in  
15 trouble. They wouldn't go out there. They  
16 would be worried about saving what's around the  
17 firehouse before they go out there. That's self  
18 contained, and it isn't going to spread unless I  
19 am incorrect, wouldn't that be correct? You  
20 save your most important access close to the  
21 firehouse, personal homes, personal property,  
22 and lives than you would that because that's  
23 nowhere near anybody's house that's going to  
24 cause any major immediate damage. Even if it

1       fell, let's say an earthquake, let's say it fell  
2       12 foot, and that may catch some of that coal  
3       mine on fire, you are not worried about that  
4       right now. You are worried about your house on  
5       fire.

6                   MR. ERIC WOOD: One of the nice things  
7       about EMA is they go through and they look at a  
8       multitude of things that this area would  
9       encounter, right. So, they look at worst case  
10      scenarios, tornado, earthquakes for this  
11      specific area, and there is a ranking system  
12      that they start putting them into to determine  
13      what is the most significant thing that we need  
14      to be worried about in this specific area.

15                  So, I am sure that the individual that we  
16      spoke to last month they have all that down, and  
17      they know exactly what they need to look for,  
18      and where those resources then become allocated  
19      in that worst case scenario should it occur.

20                  MR. GOODRICH: They don't have the  
21      manpower. They can't send one truck there, and  
22      then have the town on fire.

23                  MR. ERIC WOOD: Right.

24                  MR. CORZINE: Len Corzine, just a

1 comment. I would think actually in this  
2 particular area kind of going on what was  
3 mentioned in the public comments, more than an  
4 earthquake would be the mine subsidence issues  
5 that we could have, and I think we need to see a  
6 plan of how you mitigate that. Because the  
7 drops can be pretty significant pretty quickly,  
8 and so then you wouldn't be worrying about the  
9 town earthquake, you are right, but this would  
10 be more of an issue, I think, the mine  
11 subsidence.

12 MR. ERIC WOOD: That would fall under  
13 the geotechnical study that they would work on.  
14 That's not in the realm that we focus on. So,  
15 ours would be more based on just the fire risk  
16 reduction, and then how fire departments come in  
17 and mitigate anything from that standpoint.

18 So, one of the things that we would  
19 implement within this ERP is the fact that you  
20 have seen multiple earthquakes within this area.  
21 So, that would also be part of that ERP that we  
22 would still have that in there as denoted to be  
23 aware of just because again it is more of that  
24 over arching 20,000 foot view that we want to

1 put into that report so that at least everybody  
2 is aware especially if there are multiple mutual  
3 aid companies coming in to help service in that  
4 area. So, again that would be part of that ERP.

5 MR. WILL FROST: We are sitting on  
6 several proposals for a full evaluation of the  
7 mine from firms whose job it is to work  
8 underground. It is simply a study we intend to  
9 do once we understand the project being a little  
10 bit more feasible from an interconnection  
11 standpoint given the intrusiveness that would  
12 cause to the property for the need to bore down  
13 three to 400 feet as well as the overall cost of  
14 that analysis, but we are sitting on some  
15 proposals with very highly qualified people to  
16 give us that information and to fully understand  
17 the risks and mitigation tactics we need to  
18 utilize to address that risk.

19 CHAIRMAN OVERHOLT: Any further  
20 questions? Adrian.

21 MS. ADCOCK: So, your risk factors are  
22 actually obtaining permits, interconnection  
23 agreements, and then geotechnical studies before  
24 you get to a feasibility situation?



1                   MR. WILL FROST: We are looking at the  
2 zoning approval as that initial step on  
3 interconnection as well as geotechnical. We  
4 have yet to make a decision on whether -- we  
5 will more than likely move forward on initial  
6 phase one geotechnical studies for an evaluation  
7 of the mine before we submit to the  
8 interconnection study. It is just such a large  
9 cost that we would rather at least understand  
10 the level of risk that we are up against from a  
11 geotechnical perspective, but that is a  
12 significant cost in itself, and is something we  
13 are looking to do on approval of a zoning  
14 permit.

15                   MS. ADCOCK: So, interconnection you  
16 mentioned was several hundred thousand, six to  
17 seven figure. What is a geotechnical?

18                   MR. WILL FROST: Geotechnical we are  
19 looking at six. A full geotechnical analysis we  
20 are looking at six figures. An interconnection  
21 study given the direction they are going in  
22 modifying aspects of that study we are pretty  
23 securely in seven figures at this point for the  
24 size of system we are looking to do. They

1 are -- in an effort to reduce the number of  
2 projects submitting to the queue they are almost  
3 doubling the deposit cost for these projects for  
4 future study cycles, which is what this project  
5 would be a part of. So, it just further  
6 increases our need to evaluate those risks and  
7 understand our mitigation pathways before we  
8 submit to that interconnection study.

9 MR. COPENBARGER: I think you went  
10 through this before, but real quick what's the  
11 economic benefit to the County in tax dollars,  
12 not construction? Once this is built, what will  
13 we get?

14 MR. WILL FROST: Yes, and this is a  
15 piece that is -- I am glad you asked the  
16 question. There is a bit of ambiguity that is  
17 still left in the tax side of things across the  
18 entire State. The State of Illinois does not --  
19 the State of Illinois is a state that does not  
20 charge personal property taxes. Assessors are  
21 being told to assess these as personal property,  
22 which means a lot of the equipment isn't going  
23 to be taxable under current legislation. If you  
24 look at technologies like wind and solar, that

1 was a similar problem that they faced, and we  
2 now have, the State of Illinois now has  
3 legislation in place for how to assess those  
4 developments on a per megawatt, a capacity basis  
5 that provides that revenue for the localities in  
6 which those systems are built. That isn't in  
7 place yet for storage. It is something myself  
8 as a developer and us as a company are pushing  
9 for the State to work on. It is in the horizon.  
10 We have had some conversations with some of the  
11 relevant departments in the State of Illinois.  
12 That being said based on those conversations we  
13 expect guidance to be in place by the time this  
14 project is constructed. That said we  
15 continuously expressed our interest and  
16 willingness to Chairman Sharp as well as  
17 Assessor Chad Coady and the economic development  
18 corporation here. We are interested in making  
19 sure if the County would like to see some sort  
20 of bridge in the event that that legislation  
21 hasn't been put in place by the time this  
22 project is constructed that we have some sort of  
23 bridge agreement to ensure that the County is,  
24 in fact, receiving the full value of that tax

1 benefit because right now all you are going to  
2 see is the change in real property based on the  
3 use of the property and the sales tax that would  
4 bring the system itself into the County.

5 MR. COPENBARGER: So, I guess I am --  
6 Blake, you may know. Say we approve this with  
7 stipulations, then it would be your  
8 responsibility as the process goes through to  
9 check that, like we have done that on some other  
10 jobs?

11 MR. BLAKE TARR: That's correct.

12 MR. COPENBARGER: You talk about how  
13 would -- okay, so let's say you, I don't know  
14 who this agreement would be for the County, that  
15 seems kind of -- so, in other words, say I am  
16 just going to throw a number out, say you agree  
17 to pay \$100,000.00 a year, I am just throwing  
18 out a number. Then the State of Illinois in  
19 2026 says these will be assessed at 200,000 a  
20 year. Then you would say this was a bridge, and  
21 now there is something in place, so this will be  
22 what it would be. Is that it in a simplified  
23 way?

24 MR. WILL FROST: Yes, that would be our

1 preference to have the bridge that would  
2 eventually be taken over by state legislation.  
3 Obviously it would be a negotiation between us  
4 and the County, and just a conversation to see  
5 what the specifics of that agreement would look  
6 like.

7 MR. COPENBARGER: Is that the job of  
8 this Board or is that the County Board to come  
9 up with all of the -- do you know?

10 MR. BLAKE TARR: I don't know. That's  
11 a good question.

12 MS. ADCOCK: I think our responsibility  
13 is to take the factors in consideration and the  
14 health and safety.

15 MR. WILL FROST: It is my understanding  
16 that Chairman Sharp and the County Board would  
17 be more involved in that agreement. It is a  
18 conversation that I have had with him once  
19 before, and acknowledged our interest and  
20 willingness to have that conversation. So, we  
21 are waiting for the appropriate people to reach  
22 out to us to start that conversation.

23 CHAIRMAN OVERHOLT: Are we ready for a  
24 vote, or should we kick this over? Do we need

1 time to discuss this among ourselves and think  
2 about it some more? What do you think?

3 MS. MARY BARRY: I think the discussion  
4 is supposed to be public.

5 MS. ADCOCK: Correct, it is. Do we  
6 want to talk through our concerns or benefits,  
7 or what do we want to do?

8 MS. HOWARD: I am sorry.

9 MS. ADCOCK: I said do we want to talk  
10 through our concerns or what we see the benefits  
11 are?

12 MR. DORR: Sure. Do you have concerns?

13 MS. ADCOCK: Well, from the water  
14 perspective it looks like we have a couple  
15 issues. We have visible drainage that they have  
16 addressed, and then there is also what we are  
17 going to do with water for a fire. They have  
18 some plausible solutions, but they are both  
19 ideas, right. The mine subsidence we have  
20 identified as a big risk. It is a big concern  
21 of the constituents, and what liability does  
22 that put the County at?

23 MR. WILL FROST: May I comment on  
24 subsidence liability?

1 MS. ADCOCK: We moved to discussion.  
2 Mr. Chairman, we moved to discussion. Can we  
3 have interjections, or is that -- Counsel?

4 MR. BLAKE TARR: Repeat the question,  
5 please.

6 MS. ADCOCK: When we moved to  
7 discussion can we have interjection, or does  
8 that need to remain within the Board to discuss  
9 it?

10 CHAIRMAN OVERHOLT: I didn't quite  
11 catch your question. We are going to have a  
12 meeting tomorrow.

13 MS. ADCOCK: We were talking through  
14 something, and Mr. Frost wanted to interject. I  
15 said can we do that according to our rules?

16 CHAIRMAN OVERHOLT: I am sorry, I  
17 didn't quite catch you again.

18 MR. COPENBARGER: What she is asking is  
19 we were discussing this amongst the Board. Can  
20 Mr. Frost since we moved into a Board discussion  
21 interject his comments per rules of order.  
22 That's Adrian's question.

23 CHAIRMAN OVERHOLT: I don't know.

24 MR. WILL FROST: I will rescind my

1 interjection.

2 CHAIRMAN OVERHOLT: It would not be  
3 kosher. I am sure.

4 MR. COPENBARGER: Well, should we just  
5 go around the table? Go ahead.

6 MS. ADCOCK: On the decommissioning  
7 plan it is with the landowner currently. It  
8 doesn't really address right now with anything  
9 to do with the drainage district. Since it  
10 doesn't have to comply with AIMA, that's  
11 something that I don't think this Board has had  
12 to look at for awhile.

13 I thought it was interesting on the median  
14 that the Lithium there was that other option  
15 that was a bit lighter. I think does that pose  
16 a better opportunity for this particular area  
17 with the mine subsidence. With the fire  
18 expertise they brought is exceptional. I  
19 appreciate everything that you have brought to  
20 the table, but we don't have a plan yet. So,  
21 that's kind of a hindrance that we can't include  
22 the public that they can share their concerns  
23 about what the EMA response would be if we move  
24 forward currently today.



1           MR. COPENBARGER:  What if we -- all  
2           valid concerns.  What if we address those  
3           concerns in our motion, that these, here is the  
4           dot points of the things that have to be  
5           addressed during the project to be approved.  
6           Because the other option is it gets rejected,  
7           and they have to come back with the same -- is  
8           that what you were thinking?

9           MS. ADCOCK:  That's where you are at is  
10          can at this point we even identify all of the  
11          conditions, or do they come up with a deeper  
12          understanding of what exactly they are going to  
13          propose and implement and build.

14          MR. DORR:  The biggest thing is the  
15          drainage issue.

16          MS. ADCOCK:  Subsidence and drainage is  
17          an issue.  I guess I was not aware that we have  
18          residents who are potentially losing their  
19          houses, and having studies done and their  
20          building is being moved five inches.

21          MR. COPENBARGER:  Springfield has I  
22          think with subsidence.

23          MS. MARY BARRY:  This isn't a  
24          substantive concern, but you are looking to

1       approve an exception to the special use permits  
2       that are generally two years with construction  
3       beginning at, must begin at one. I think that's  
4       the current standard. So, they are asking for a  
5       four year, and no construction for four years.  
6       So, almost by definition you are going to be  
7       asking for an extension, right?

8               MR. WILL FROST: The extension is  
9       simply -- it was an additional variance that  
10      would be on it. If that is not an option, that  
11      is not an option. We understand.

12             MS. HOWARD: Are we voting on an  
13      extension of the application?

14             MS. MARY BARRY: No, I was suggesting  
15      if you are going to do something today, they are  
16      asking you to pass a four year permit, and  
17      currently we only allow two, and building must  
18      begin within one or you lose the permit. So,  
19      that's just something to consider from a legal  
20      perspective.

21             MR. COPENBARGER: I am not sure that's  
22      really fair to the County and the previous  
23      people who have petitioned for a zoning change  
24      to give a variance. I don't think that's really

1 right. So, if we approve -- if we were to  
2 approve this, we would do a two year, and you  
3 would just know that they are going to have  
4 to -- they are going to have to look at all  
5 kinds of stuff anyway. Then they would have to  
6 come back and get another approval. If they are  
7 going to start construction in four years, it is  
8 going to run out. Then they will have to  
9 reapply for another variance, I guess, is that  
10 correct?

11 MR. DORR: Yes. We have had that  
12 happen before with some of the solar farms.  
13 They never started the project, and had to come  
14 back. So, there is no real difference.

15 MR. COPENBARGER: No. We had this  
16 exactly happen on the one that's right by them  
17 where they found out they have subsidence. They  
18 had to move the whole thing over. So, they had  
19 to reapply.

20 MR. DORR: Right, but that was the  
21 moving of the facility. Like the one up by  
22 Edinburg that was approved many years ago they  
23 never started anything, and they had to come  
24 back and reapply for that.

1 MR. COPENBARGER: Right.

2 MR. DORR: So, I mean I don't like the  
3 idea of giving a four year.

4 MR. COPENBARGER: I don't either.

5 MR. DORR: I would do the regular, and  
6 then if some of the studies are done and they  
7 come back and reapply, we have a drainage and we  
8 have the mine subsidence study, that's just part  
9 of the procedure. I don't think we can change  
10 the rules for one and not everybody.

11 MR. CORZINE: I guess my part, and I am  
12 not sure how the process works. I can  
13 understand the company wanting to get this  
14 permit in place before they move forward, but to  
15 me it is sort of putting the cart ahead of the  
16 horse. We should have some of these questions  
17 answered before we give the permit.

18 Like if it takes four years to get the MISO  
19 evaluation done, well, do it, and then when you  
20 are in that process, then come to us for a  
21 permit. Why do we have to give a permit before  
22 they go ahead with their studies? Is it  
23 normally done the other way around?

24 MR. DORR: Not always. I mean we give

1       them a time frame. You get two years. If you  
2       can't get it done within that time frame, you  
3       have to come back, reapply, pay another fee, go  
4       through the whole process; but if you have more  
5       information, like you have drainage study and  
6       you have mine subsidence study, then boom, we  
7       have more information to base that on, and the  
8       County Board has more information to base that  
9       on. All we are doing is gathering information  
10      for the County Board.

11               MR. CORZINE: Okay.

12               MR. DORR: If that can't be done within  
13      that time frame, I mean that's not our problem.

14               MS. ADCOCK: The project that we  
15      listened to this summer though, I mean the  
16      weight of a solar panel, I assume it is not 300  
17      tons, and they had to move part of their  
18      project.

19               MR. DORR: But did they have a study  
20      done?

21               MS. ADCOCK: Yes, they did submit it as  
22      a part of their application, but yes, they  
23      sought outside professional geotechnical  
24      support.

1           MR. DORR: We approved that project.  
2           They had to come back, got their study done, and  
3           decided to move it, and had to come back and  
4           reapply. So, it would be no difference. If we  
5           approved the special use for two years, and they  
6           had to change it, then they would have to come  
7           back and move it or whatever.

8           MS. ADCOCK: Right.

9           MS. HOWARD: What are we asking of  
10          them?

11          MR. DORR: They are wanting a four year  
12          agreement, and normally we do a two year.

13          MS. HOWARD: The extension.

14          MR. DORR: Right.

15          MS. MARY BARRY: I am having technical  
16          difficulties. I know we just tweaked the  
17          language on it is two years, but then they can  
18          ask --

19          MS. ADCOCK: I thought it was actually  
20          one year.

21          MS. MARY BARRY: Is it one year? I  
22          can't get into it. The website is down.

23          MS. ADCOCK: It is four extensions.

24          MS. MARY BARRY: One year with four

1 potential extensions?

2 MS. ADCOCK: Six month extensions.

3 MS. MARY BARRY: Six month extensions  
4 that require approval of the County Board.

5 MS. ADCOCK: Correct.

6 MS. MARY BARRY: Just so we are all  
7 working on the time frames, and I can't get in  
8 to get the new statute or ordinance, but that's  
9 the gist.

10 MR. DORR: So, if one year is approved,  
11 it doesn't mean the project is going to be  
12 completed. It is just going to be they have to  
13 get whatever done, and decide if they are going  
14 to spend the money to do this, and then come  
15 back and reapply.

16 MR. GOODRICH: Or they may find out  
17 they have a big problem, they won't build it at  
18 all. That's an issue too.

19 MR. DORR: Right. So, like I said, we  
20 have two options. We can approve the one year,  
21 not approve one year, require them to come back  
22 with the studies on the drainage and the mine  
23 subsidence, and then resubmit it. I mean to me  
24 that's the options that we have.

1           MR. COPENBARGER: So, you are saying we  
2           add that to our motion?

3           MR. DORR: If you wanted to do -- I  
4           mean you could deny it saying that once you get  
5           a drainage plan and a mine subsidence plan, come  
6           back and reapply.

7           MR. COPENBARGER: Or?

8           MR. DORR: Or we can approve one year  
9           or deny one year. We can -- the special use we  
10          can approve it, deny it, or put stipulations in  
11          to come back and reapply. That's the only  
12          options that we have, but then the County Board  
13          can do whatever they want to do on top of that.

14          MR. GOODRICH: Even if we deny it, they  
15          can still do their studies, I think.

16          MR. DORR: Oh, yes.

17          MR. COPENBARGER: It is just a gamble  
18          on their part, although it is a gamble if they  
19          can't get it done in two years anyway. It might  
20          not get approved the next time.

21          MR. DORR: Either way.

22          MR. COPENBARGER: Right.

23          MR. DORR: I mean it is a lot of new  
24          technology and everything, but it is the future.



1 It is going to happen one way or another. So,  
2 we just have to decide if we are going to give  
3 them a time frame to get it done, or put  
4 requirements on them to get studies done before  
5 we -- I don't know about what you guys think  
6 but --

7 MS. HOWARD: So, we need a motion.

8 MR. CORZINE: So, a question, sorry.  
9 If we denied it with cause or say come back with  
10 the mine subsidence plan and a drainage plan,  
11 can they come back fairly quickly as soon as  
12 they get that done, or is there a time limit?

13 MR. DORR: No, there is no time limit.

14 MR. COPENBARGER: Well, we passed a one  
15 year, you can't come back for a year.

16 MR. DORR: Right. If you do the one  
17 year, but if we say no, we are not going to do  
18 this, we want those two studies done prior to  
19 submitting this, resubmitting it.

20 MR. COPENBARGER: I don't know about  
21 that. What do you think of that, Mary?

22 MS. MARY BARRY: Again I can't get into  
23 the zoning code. There is something wrong with  
24 the connection. The way I recall it is you

1 cannot come back for 12 months unless the  
2 Chairman in consultation with the Zoning  
3 Administrator recognizes that there is a change  
4 in circumstances in the particular area where  
5 this is happening, or whether there is a  
6 significant change into the actual SUP that  
7 warrants it coming back within 12 months. So,  
8 for instance, possibly if they had all their  
9 studies done, that might warrant it. That would  
10 be like Blake and Bryan deciding that.

11 MR. DORR: So, you can either do that,  
12 you can do one year approval, or you can deny  
13 the application that's on the table right now,  
14 three options.

15 MR. GOODRICH: Personally I would think  
16 it would take more than a year to get your test  
17 done, correct, or not? It would take more than  
18 a year I would think.

19 MR. WILL FROST: I can't say for sure.  
20 Some of it will depend on when we can submit or  
21 may depend on when we can submit to the  
22 interconnection queue where they are still  
23 working through some changes and don't have a  
24 set date for when they will reopen an

1 application window.

2 Our general practice is a denied permit is  
3 a denied permit, and that's an environment that  
4 we likely won't spend that kind of money to do  
5 the study. An approved permit with a timeline  
6 in order to do so is a much more friendly  
7 environment from our perspective where we see  
8 more of a precedent and likelihood potential for  
9 an approved permit.

10 I would say from -- my perspective is  
11 someone with leadership above them who  
12 inevitably is making a decision on spend is that  
13 I would not get the approval to conduct those  
14 studies without an approved permit. An approved  
15 permit with conditions is what we typically see  
16 in these situations, which allows us the  
17 confidence and the space to spend the money on  
18 those studies.

19 MR. DORR: That's what I am saying.  
20 You can approve it with the time frame, and if  
21 they don't make those additional steps, and then  
22 they can come back if it runs out and reapply.

23 MR. COPENBARGER: But they really have  
24 two years, wouldn't they, Joe? You keep saying

1 it is one year.

2 MS. ADCOCK: It is one year with four  
3 six month extensions.

4 MR. COPENBARGER: Okay, got you.

5 MR. DORR: So, we can do that, or you  
6 can say we want the studies done prior to you  
7 applying.

8 MR. COPENBARGER: Well, I guess my  
9 thought would be if they produce the geotech  
10 study that proves that the soil is stable, or  
11 they will do whatever they have to do to improve  
12 it to make it stable, and the geotechnical or  
13 the drainage details get worked out, and it  
14 sounds like the fire protection that emergency  
15 management, emergency response by ERP could be  
16 done, and it sounds like you know it. So, I  
17 guess in that case I would be willing to make a  
18 motion that we approve this, and I would like to  
19 say the motion would be based on the  
20 geotechnical -- I don't know if I can do that  
21 though, can I. Could we have the geotechnical  
22 report? I am just -- hold my motion. Can we  
23 have the geotechnical report before the end of  
24 that? Is that what you were getting at, that we

1 would do that? Then if we don't have it, then  
2 they will have to --

3 MR. DORR: As long as we get the  
4 drainage report and the geotechnical report  
5 prior to construction, and like I said, if they  
6 don't do it within the year's time, then they  
7 can renew.

8 MR. CORZINE: Is that where you would  
9 give approval with conditions, and the  
10 conditions in this time frame we have got to  
11 have the drainage report and the mine subsidence  
12 report? Is that what you are thinking, Joe?

13 MR. DORR: Yes.

14 MR. COPENBARGER: That's kind of what I  
15 thought.

16 MS. HOWARD: What about drainage?

17 MR. DORR: Drainage and mine  
18 subsidence. That way they said they have to  
19 have a permit, it is a permit with conditions,  
20 and they can decide if they want to do that or  
21 not; and if they do, and it takes longer than  
22 the time frame, then they can reapply. If they  
23 don't want to invest in those prior to, then  
24 that's it.

1 MS. MARY BARRY: So far I have the list  
2 as the drainage and mine subsidence. Did I hear  
3 somebody say the FEMA?

4 MS. ADCOCK: EMA, E-M-A.

5 MR. COPENBARGER: Early emergency  
6 response plan.

7 MR. ERIC WOOD: An ERP.

8 MR. COPENBARGER: That was approved by  
9 the County.

10 MR. DORR: So, we have a motion to  
11 approve.

12 MS. MARY BARRY: I just want to make  
13 sure everybody -- is there anything else on the  
14 list before we do this?

15 MS. HOWARD: Read them again, please.

16 MS. MARY BARRY: Drainage, mine  
17 subsidence study, and emergency response plan  
18 acceptable to the County. I mean I think in all  
19 cases we want them to be acceptable. They may  
20 be willing, more willing to accept the risk than  
21 we would, correct?

22 MR. GOODRICH: Right.

23 MR. CORZINE: Maybe more than mine  
24 subsidence study, we want a plan, study and plan

1 in each of these.

2 MR. COPENBARGER: I would assume the  
3 geotechnical engineer would be based on the weights  
4 they are putting on there, based on they are  
5 going to drill holes, they are going to look for  
6 the mined out areas, determine the soil  
7 structure and all that stuff to determine if  
8 that can hold that. That's what they are going  
9 to have to do.

10 MR. DORR: So, we have a motion,  
11 correct?

12 MR. COPENBARGER: Do you want me to  
13 repeat that?

14 MR. CORZINE: Yes.

15 MR. COPENBARGER: I make a motion we  
16 approve the zoning amendment with the  
17 contingency that the geotechnical study is done  
18 to ensure there will be no mine subsidence, that  
19 the drainage study is complete to ensure that  
20 the drainage system as is now will not be  
21 disturbed, and that an emergency response plan  
22 be presented that's acceptable to the County.

23 MR. DORR: I will second it.

24 CHAIRMAN OVERHOLT: Okay, a motion has

1           been made and seconded.

2                   MS. HOWARD:   For what length of time?

3                   MR. COPENBARGER:   The normal.

4                   MR. DORR:   Normal, just like anybody  
5           else.

6                   MS. HOWARD:   What would that be?

7                   MR. COPENBARGER:   One year.

8                   MR. DORR:   With the option to extend  
9           it.

10                   MR. COPENBARGER:   Yes.

11                   CHAIRMAN OVERHOLT:   Okay.  Would you  
12           care to read that, read that back if you could.

13                   (Whereupon the reporter then read the  
14           requested testimony.)

15                   CHAIRMAN OVERHOLT:   A motion has been  
16           made and seconded.  Is there any further  
17           discussion?  Call for questions?  All in favor?

18                   MR. BLAKE TARR:   You want to do  
19           roll-call?

20                   MR. DORR:   Roll-call.

21                   MR. BLAKE TARR:   Do you want to do  
22           roll-call?

23                   CHAIRMAN OVERHOLT:   Yes.

24                   MR. BLAKE TARR:   Okay, Dave



1 Copenbarger.

2 MR. COPENBARGER: Yes.

3 MR. BLAKE TARR: Adrian Adcock.

4 MS. ADCOCK: No.

5 MR. BLAKE TARR: Len Corzine.

6 MR. CORZINE: No.

7 MR. BLAKE TARR: Joe Dorr.

8 MR. DORR: Yes.

9 MR. BLAKE TARR: Glen Goodrich.

10 MR. GOODRICH: Yes.

11 MR. BLAKE TARR: Joann Howard.

12 MS. HOWARD: Yes.

13 MR. BLAKE TARR: Jim Overholt.

14 CHAIRMAN OVERHOLT: Abstain.

15 MR. BLAKE TARR: So, we have got four  
16 yeses, two noes, one abstention, motion carries.

17 CHAIRMAN OVERHOLT: Okay.

18 MS. MARY BARRY: As a point of  
19 clarification this now goes to the Board, who  
20 may have their own conditions.

21 MR. WILL FROST: Correct. Thank you  
22 all for the time and attention. It is greatly  
23 appreciated.

24 CHAIRMAN OVERHOLT: The second item of

1 business this evening is a zoning special use  
2 application from North Pana Solar, LLC. Is the  
3 application complete?

4 MR. BLAKE TARR: I have included  
5 everything that they provided with the zoning  
6 office in the Board's packet.

7 CHAIRMAN OVERHOLT: Has a filing fee  
8 been paid in full?

9 MR. BLAKE TARR: Yes, it has been paid  
10 in full.

11 CHAIRMAN OVERHOLT: Parcel number of  
12 the property that is affected is  
13 11-25-09-400-004-070 and the address is 2,000  
14 feet north of the intersection of East 400 North  
15 Road and North 2400 East Road, Section 9,  
16 Township 11 North in Pana Township.

17 Are there any questions from the Board?

18 At this time we will take any public  
19 comments regarding this proposal. As a  
20 reminder, please address the Board Chairman,  
21 state your name, and you will have three minutes  
22 to speak. I suppose that's -- sir, would you  
23 please stand up and come forward.

24 MR. WILLIAM SHAY: My name is William

1       Shay. I am an attorney for the applicant. I am  
2       not an employee. I am with a law firm in  
3       Peoria. You have my information, contact  
4       information.

5               So, Mr. Reuben Grandon has been the manager  
6       of this project and has spent a lot of time on  
7       the ground in Illinois in connection with many  
8       projects that the company has been trying to  
9       develop here. The company could not have a  
10      representative here tonight. So, I do legal  
11      work for the company, and so they asked me if I  
12      could attend. So, I drove down from Peoria for  
13      this. I would be happy to -- I don't have all  
14      of the technical information about the project  
15      that Mr. Grandon has, but I will do my best to  
16      answer any questions any of you have.

17              MR. COPENBARGER: Dave Copenbarger, it  
18      appears that -- we call it a checklist, the  
19      things that we, information we request from the  
20      applicant. The person applying has not agreed  
21      to contact the adjacent landowners. So, there  
22      is a house right in the middle of this solar  
23      farm, and as I understand it nobody has  
24      contacted them.

1                   MR. WILLIAM SHAY: That may be true. I  
2                   don't know for sure, but I do know that the  
3                   company, and I have had experience in working  
4                   with them in other counties, and I have had that  
5                   similar question, and I have seen other  
6                   developers in Illinois have similar  
7                   circumstances where there is neighboring  
8                   landowner, and typically the developer does not  
9                   contact neighboring landowners, and I think  
10                  there are certainly good reasons for that, and  
11                  they leave it up to the underlying landowner, I  
12                  mean the project developer, I am sorry, the  
13                  project developer does not normally contact  
14                  neighboring landowners, and leaves it up to the  
15                  landowner to do so, and if the landowner wants  
16                  the developer to talk to the neighbors, then  
17                  they will do so. So, that's typically how, my  
18                  experience of how it works.

19                  MR. COPENBARGER: Well, we have  
20                  typically had the developer contact. It is a  
21                  requirement, isn't it, Blake?

22                  MR. BLAKE TARR: Yes.

23                  MR. COPENBARGER: Also this is within,  
24                  I believe, a mile and a half of the City of

1 Pana, and they have to be notified as well. As  
2 far as I know nobody has notified anybody.

3 MR. WILLIAM SHAY: Okay. I am not  
4 aware of any, whether they have notified Pana.

5 MR. COPENBARGER: That was a question,  
6 I guess.

7 MS. MARY BARRY: Not just of the  
8 project but also of this hearing, that's what  
9 the notification should be, correct?

10 MR. DORR: Yes. So, if they want to --

11 MS. MARY BARRY: To allow them to come  
12 to a hearing.

13 MR. DORR: Right, to comment, but I was  
14 not at the last meeting, but I read the minutes,  
15 and it sounded like there was a lot of people in  
16 attendance.

17 MS. ADCOCK: That was a different one.

18 MR. COPENBARGER: That was a different  
19 one. That was another solar in Pana by the high  
20 school. It is kind of confusing. This is a new  
21 one.

22 MR. DORR: This is a brand-new one.

23 MR. COPENBARGER: We didn't table that  
24 one. We rejected it.

1 MR. DORR: Okay.

2 MS. HOWARD: It was Pivot, wasn't it?

3 MR. COPENBARGER: Yes.

4 MS. HOWARD: Pivot.

5 MR. DORR: So, are these -- do you know  
6 if these plans are set in stone that they  
7 submitted here? Like this person that's  
8 surrounded by this, will they be willing to  
9 alter this in any way? Do you know that?

10 MR. WILLIAM SHAY: I don't know. I  
11 think the site plan, the one that you have isn't  
12 necessarily the final. They might alter it  
13 within the footprint of the property based on  
14 further due diligence and studies, analyses they  
15 do. Sometimes the interconnection process with  
16 the utility, in this case Ameren, could affect  
17 that depending on whether there is sufficient  
18 capacity on the Ameren electrical conductor that  
19 this would connect to for the 4.99 megawatts or  
20 whether they would have to decrease the size of  
21 the project to accommodate a lesser capacity on  
22 that line and at the substation where it would  
23 feed into. I know the interconnection process  
24 with Ameren is underway, but it is not complete.

1           MR. DORR: Well, I mean to save us a  
2 lot of time, I really think that whoever  
3 submitted this application needs to be here, and  
4 the adjoining landowners need to be notified so  
5 they can come and make public comments because  
6 that's what this is about. So, until that's  
7 done I think this is a moot point in my opinion.

8           I am sorry you came all of the way from  
9 Peoria, but it is required in our ordinance that  
10 the neighboring landowners be notified so they  
11 can come and air their --

12           MR. WILLIAM SHAY: Does the ordinance  
13 require the developer to notify neighbors?

14           MR. DORR: Yes.

15           MS. MARY BARRY: Yes, and the  
16 municipality, if it is within 1.5 miles of the  
17 municipality.

18           MR. WILLIAM SHAY: Okay. I mean I have  
19 looked through the ordinance. I don't remember  
20 seeing that. I don't question that.

21           I will say we have an issue with counties'  
22 ordinances following the passage of the State  
23 Siting Statute as I am sure you are aware of in  
24 January of this year, and counties are all

1 required to amend their local zoning ordinances  
2 for wind and solar projects to comply with the  
3 state statute. As I understand it this County  
4 has not yet done that.

5 MS. MARY BARRY: We have.

6 MR. WILLIAM SHAY: Oh, you have.

7 MS. MARY BARRY: Yes.

8 MR. WILLIAM SHAY: Just recently?

9 MS. MARY BARRY: Yes.

10 MR. WILLIAM SHAY: Okay. I wasn't  
11 aware of that. So, thank you.

12 MS. MARY BARRY: I think it was  
13 October. I can get you the date on that, and I  
14 can get you a copy of that because I don't think  
15 it is live on our site.

16 MR. COPENBARGER: I think --

17 MS. MARY BARRY: I will make sure to  
18 get that to you.

19 MR. WILLIAM SHAY: Okay, one moment,  
20 please.

21 MS. MARY BARRY: We just passed one I  
22 want to say at the beginning of this month. I  
23 am going to have to look at the date of the  
24 special -- I don't have the information. I am



1       locked out of my computer. It was in November  
2       at a special meeting, so like the 6th or  
3       something like that.

4               MR. WILLIAM SHAY: Well, I guess if --

5               MR. COPENBARGER: Can I make a comment?  
6       I guess here is my way of looking at this. This  
7       is agricultural country. This is an  
8       agricultural piece of property. So, we are  
9       doing a special use on an agricultural piece of  
10      property. People live in the agricultural area  
11      because they wanted to live in that area. So,  
12      in no way is it fair for them not to be able to  
13      be involved in this decision process, and we  
14      have always done it that way before. The  
15      landowners are notified of the meetings that are  
16      adjacent, and then they have been present.

17              MR. WILLIAM SHAY: I fully understand.  
18      I have heard and seen that point made recently  
19      in other counties. Just from a legal standpoint  
20      the way I understand the state statute  
21      unfortunately it doesn't require notifications  
22      to neighboring landowners, and personally I  
23      think it should have, but it doesn't. So, they  
24      find out either through, if there is a

1 publication, if they check the agendas. They  
2 have to be posted 48 hours in advance before the  
3 meeting. I mean that's a big burden on  
4 landowners. The state statute doesn't require  
5 that, and if the County is going to require that  
6 notification, then it is arguably then  
7 inconsistent with the state statute. I am not  
8 here to make a legal issue of it, but that's  
9 just kind of how it is.

10 MR. COPENBARGER: Mary, can't the  
11 County be more restrictive than the State?

12 MS. MARY BARRY: There is a lot of open  
13 questions on this. Because the state statute  
14 doesn't address notices at all. So, arguably  
15 that is still left, and again we are not going  
16 to litigate this tonight, it is still left at  
17 the County level. But the point is our rules  
18 require a neighbor to have the ability to come  
19 to speak to the Zoning Board and to the County  
20 Board.

21 The same thing with the municipality, when  
22 you are in that blended area to make sure, and  
23 we don't know what the City would say. We don't  
24 know if they have zoning plans or anything like

1       that, but we believe that they should have a  
2       right to come and speak. I don't know that I  
3       view that as a restriction. This is not just  
4       solar. This is on any special use application.  
5       It is not only on solar.

6               So, I mean is one way to fix this we will  
7       just go ahead and notify that landowner, and we  
8       will notify the City, and we will give them the  
9       opportunity, we will make specifically the  
10      opportunity to come when your project lead is  
11      able to come back at the next scheduled meeting  
12      of the ZBA, and that way we will be able to hear  
13      the input of other folks.

14              MS. ADCOCK: Then we also have the full  
15      proposal of what panels we are using, and your  
16      construction time lines, and those types of  
17      things.

18              MR. WILLIAM SHAY: Well, as far as -- I  
19      can speak to those items if I may. Again there  
20      is another project, a set of projects up in  
21      Bureau County as well, and the question about  
22      the panels came up there, and I was there with  
23      Mr. Grandon last week, and the answer was that  
24      they do not yet know which panels. There are

1 several potential panel suppliers, and they  
2 don't, they are not at the point in the  
3 development of the project where they specify  
4 that. As far as the timeline that will hinge  
5 largely on how soon they can get interconnection  
6 agreement with Ameren, but based on the present  
7 projections they anticipate constructing this  
8 next year right after the fall harvest. Then  
9 that would be concluded in 2025.

10 MR. CORZINE: Len Corzine, Mr. Shay, I  
11 am kind of like Joe, I mean the project people,  
12 the lead ought to be here because this is a big  
13 deal.

14 On top of that a lot of things in 4412 were  
15 pushed over to the AIMA agreement. It says  
16 right in the first paragraph of the AIMA  
17 agreement, it says that the construction and  
18 deconstruction is going to be developed with the  
19 cooperation of ag agencies, organizations,  
20 landowners, tenants, drainage contractors, and  
21 solar energy companies to comprise the AIMA.  
22 Apparently they have done none of that because  
23 nobody as far as the drainage contractors,  
24 tenants, landowners other than the landowner



1 AIMA is a standard State of Illinois agreement  
2 developed by the Department of Agriculture, and  
3 it is signed in exactly the same way by every  
4 solar developer in the State. The wind  
5 developers have a separate AIMA agreement.  
6 Pipeline developers have a separate one, and  
7 electric transmission line developers such as  
8 Ameren they have their own form of AIMA. Those  
9 are standard forms. They are not negotiable,  
10 and they are signed with the Department of  
11 Agriculture.

12 MR. CORZINE: So, I thought there was  
13 some alterations with each project because they  
14 have to look at each project.

15 MR. WILLIAM SHAY: The Department of  
16 Agriculture does not do that. Now, when you say  
17 variation, now what the AIMA does allow is for  
18 certain parts of it if the landowner agrees  
19 differently with the developer, they can alter  
20 it such as segregation of topsoil, or how  
21 damaged drainage tile lines can be repaired.  
22 Sometimes those are agreed to differently  
23 between the landowner and the developer, and  
24 that overrides the AIMA. The AIMA itself is

1 never -- that doesn't change from one developer  
2 to the next, or one project to the next.

3 MS. ADCOCK: Well, I think where we are  
4 at is that we still have to call, we have to  
5 contact our neighboring landowners, correct?

6 MR. COPENBARGER: Yes.

7 MS. ADCOCK: I make a motion that  
8 Blake, you will need to contact all  
9 participating and non-participating landowners,  
10 and contact the municipality of Pana to ensure  
11 they are aware of this project.

12 MS. HOWARD: I will second that.

13 MR. COPENBARGER: I guess I would like  
14 to amend that we would table it, and we would  
15 like a representative of commercial solar  
16 energy, if that's you, if they deem that's you,  
17 that's fine, to be here to answer some of the  
18 technical questions. And again if you are that  
19 representative, that would be fine. I think we  
20 need -- it is important that a representative --  
21 we have the landowners come in, but if nobody  
22 shows up next time from the developer then --  
23 so, we need somebody here. So, you can let them  
24 know that too, right.

1 MR. BLAKE TARR: Yes.

2 MR. DORR: I will second it.

3 MS. MARY BARRY: I guess rather than  
4 table are we just continuing over the hearing to  
5 the next regularly scheduled ZBA?

6 MR. GOODRICH: That would be tomorrow.

7 MS. ADCOCK: No, because it has to be  
8 posted for more than so many --

9 MS. HOWARD: What are we doing?

10 MR. DORR: I would say table it because  
11 if somebody has a scheduling conflict, that's  
12 going to have to be worked out. If the  
13 representative can't be here next month because  
14 you are getting into the holidays --

15 MS. ADCOCK: We are going to have to  
16 have the municipality if they have to go through  
17 any jurisdictions.

18 MS. MARY BARRY: I think tabling it,  
19 but we all understand we will work together once  
20 everybody has been notified to come back and  
21 actually have a hearing.

22 MR. COPENBARGER: Continuation will be  
23 the next meeting, table would be when everybody  
24 was in agreement to --



1                   MR. DORR: Right. Like I said normal  
2 next scheduled meeting is going to be right  
3 between Christmas and New Year's. So, that's  
4 going to be hard for some people, even their  
5 representatives and the landowner, some of us.  
6 So, I think it is tabled until we can get  
7 everybody here to discuss this.

8                   MR. CORZINE: So, tabled?

9                   MS. ADCOCK: Yes.

10                  CHAIRMAN OVERHOLT: So. The motion has  
11 been made and passed and seconded to table.

12                  MS. HOWARD: Can that motion be read  
13 again, please.

14                  MS. MARY BARRY: A motion to table this  
15 to provide time for Blake to give the proper  
16 notification and to make sure that everybody has  
17 an opportunity to find the date that works for a  
18 quorum and for representatives of the company.

19                  CHAIRMAN OVERHOLT: All right. There  
20 is a restatement of the motion. All in favor.  
21 Roll-call vote, please.

22                  MR. BLAKE TARR: Jim Overholt.

23                  CHAIRMAN OVERHOLT: Abstain.

24                  MR. BLAKE TARR: Adrian Adcock.

1 MS. ADCOCK: Yes.

2 MR. BLAKE TARR: Dave Copenbarger.

3 MR. COPENBARGER: Yes.

4 MR. BLAKE TARR: Len Corzine.

5 MR. CORZINE: Yes.

6 MR. BLAKE TARR: Joe Dorr.

7 MR. DORR: Yes.

8 MR. BLAKE TARR: Glen Goodrich.

9 MR. GOODRICH: Yes.

10 MR. BLAKE TARR: Joann Howard.

11 MS. HOWARD: Yes.

12 MR. BLAKE TARR: Motion was approved to

13 table.

14 CHAIRMAN OVERHOLT: Okay.

15 MR. WILLIAM SHAY: Could I ask a

16 question as a point of order?

17 CHAIRMAN OVERHOLT: Go right ahead.

18 MR. WILLIAM SHAY: Is that vote a final

19 decision, or is that going to be a

20 recommendation to the County Board?

21 MR. COPENBARGER: It will come back

22 here.

23 MS. MARY BARRY: It just sits here. It

24 is not a final. It is staying here.

1                   MR. WILLIAM SHAY: So, I need to talk  
2 to my folks, and so in order to tell them when  
3 we might have the next session, I am not clear  
4 on that.

5                   MS. MARY BARRY: That would be Blake.

6                   MR. BLAKE TARR: They would coordinate  
7 with me. It probably will be more likely the  
8 first of the year before we come back here,  
9 probably in January is my best guess.

10                  MR. WILLIAM SHAY: Okay. Most likely  
11 someone from the company will be here, not me.

12                  MR. BLAKE TARR: That's fine, no  
13 problem.

14                  CHAIRMAN OVERHOLT: The Chair would  
15 entertain a motion to adjourn.

16                  MS. ADCOCK: I will make a first.

17                  MR. COPENBARGER: Second.

18                  CHAIRMAN OVERHOLT: All in favor.

19                  ZONING BOARD OF APPEALS MEMBERS: Aye.

20                  (Which were all of the proceedings  
21 had on this meeting as of this  
22 date.)

23

24

1 STATE OF ILLINOIS )  
2 COUNTY OF CHRISTIAN ) SS

3

4

5 I, Sandra K. Haines, a Notary Public and  
6 Certified Shorthand Reporter, do hereby certify  
7 that on November 29, 2023 the foregoing Zoning  
8 Board of Appeals was taken down stenographically  
9 by me and afterwards reduced to typewritten form  
10 by me, and that the foregoing transcript  
11 contains a true and accurate translation of all  
12 such shorthand notes.

13 Given under my hand and seal this 7th day  
14 of December, 2023 at Taylorville, Illinois.

15

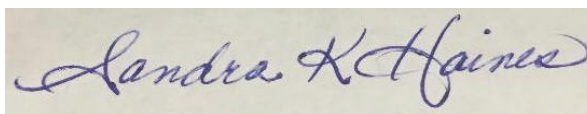
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Sandra K. Haines  
Notary Public and CSR  
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