VERMILION COUNTY, ILLINOIS

ORDINANCE NO. 2025-1001

RE: THE SITING PERMIT APPLICATION OF MUSKETEER WIND ENERGY LLC TO CONSTRUCT AND OPERATE A COMMERCIAL WIND ENERGY FACILITY

WHEREAS, Applicant Musketeer Wind Energy LLC applied for a Siting Permit to construct and operate a 300-megawatt Commercial Solar Energy Facility on an overall footprint of approximately 36,000 acres of land on 200 parcels in Vermilion County, Illinois (the "Project");

WHEREAS, the Siting Permit Application of Musketeer Wind Energy LLC was noticed for public hearing pursuant to 55 ILCS 5/5-12009.5 of the Illinois Counties Code;

WHEREAS, the Vermilion County Wind and Solar Committee (the "Committee") held a public hearing on August 11, 2025 and September 9, 2025 related to the Siting Permit Application of Musketeer Wind Energy LLC;

WHEREAS, the Committee heard evidence regarding the Siting Permit Application for the Project and made Findings of Fact and recommended Conditions to ensure compliance with law and for the health, safety, and welfare of the community;

WHEREAS, the Committee has recommended approval of the Siting Permit Application for the Project subject to its recommended Conditions;

WHEREAS, the Vermilion County Board has reviewed the Committee's Findings of Fact and recommended Conditions. *Findings of Fact (Exhibit A); Conditions (Exhibit B);*

WHEREAS, the County Board reviewed the recommendation of approval and recommended conditions from the Committee and agrees with the findings and recommended conditions;

WHEREAS, that prior to the approval of a Building Permit for the Project, and during all phases of operation, the Vermilion County Board finds that certain conditions are in the best interests of the County.

NOW, THEREFORE, BE IT RESOLVED by the Vermilion County Board that the Findings of Fact are well founded and adopted hereto as *Exhibit A*, and that the Siting Permit Application of Musketeer Wind Energy LLC is approved subject to the Conditions denoted in *Exhibit B* and continued compliance with all other applicable laws, regulations, and ordinances.

PRESENTED, APPROVED, AND ADOPTED by the County Board of Vermilion, Illinois, this 14th day of October 2025, by a vote of 15 ayes, 7 nays, and 3 absent.

Steve Miller

Chair, Vermilion County Board

ATTEST: Robyn Hebert (VP)

Ordinance #25-1001

Clerk, Vermilion County Board

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EXHIBIT A

FINDINGS OF FACT

EXHIBIT B

CONDITIONS

Vermilion County Wind and Solar Committee

Findings of Fact and Recommendation to Vermilion County Board

RE: Musketeer Wind Energy LLC Application for Siting Approval of a 300 MW Commercial Wind Energy Facility, approximating 81 wind towers, including a Battery Energy Storage Facility and other supporting facilities, over roughly 36,000 acres in northwest Vermilion County in the boundaries of Butler, Grant, and Middlefork Townships

Hearing Dates: August 11, 2025 and September 9, 2025

I. Applicant

The Applicant, Musketeer Wind Energy LLC, a subsidiary of Invenergy Wind Development North America LLC, an affiliate of Invenergy LLC (collectively the "Applicant"), seeks approval of a Siting Permit pursuant to the Vermilion County Wind Energy Structure Ordinance, adopted by Vermilion County, Illinois ("Vermilion County") on May 31, 2023.

II. Project Summary

The proposed project ("Musketeer Wind Project" or the "Project") consists of a Commercial Wind Energy Facility ("CWEF") approximating 300 megawatts ("MW") in nameplate capacity, with a maximum of 81 wind turbines, including a Battery Energy Storage Facility ("BESS") to be located in northwest Vermilion County within the boundaries of Butler, Grant, and Middlefork Townships. The Project is roughly bound by the county border to the west and north, Hoopeston to the east, and County Road 3300 N to the south (the "Project Area"). The Project Area is approximately 36,000 acres of private land with approximately 200 participating parcels, which are currently largely utilized for agricultural crops of corn and soybeans.

III. Application

Applicant filed its Siting Permit Application ("Application") and supplemental materials on or about June 11, 2025. Following review and comment by Vermilion County and its consultants, the Application was deemed complete and ready for public hearing. On file with the Vermilion County Board Office are copies of the notification and publication made in compliance with Section 5/5-12009.5 of the Illinois Counties Code (55 ILCS 5/5-12009.5).

IV. Public Hearing Process

In accordance with Section 5/5-12020 of the Illinois Counties Code (55 ILCS 5/5-12020), the Wind and Solar Committee ("Committee"), as appointed by the Vermilion County Board, held a public hearing on this case at the Vermilion County Administrative Building, located at 201 North Vermilion Street, Danville, Illinois, on August 11, 2025 and September 9, 2025. Applicant and all those in attendance for said proceedings were given the opportunity to present evidence and cross-examine witnesses. The record of proceedings, including all admitted exhibits and the stenographic record, are retained by the Vermilion County Board Office.

V. Applicable Standards

The Vermilion County Wind Energy Structure Ordinance ("WES Ordinance") governs the County Board's deliberation and consideration of the Application, as well federal and state law.

VI. Testimony and Documentary Evidence

The following witnesses testified at the public hearing in this matter:

On behalf of the Applicant:

- Greg Vasilion – Project Development, Invenergy
- Mark Eighner – Business Manager, Hoopeston Area School District
- Bryce Leigh – Rankin Fire Protection District
- Russ Hiatt – Farm Manager, Hiatt Farmland Services
- Daniel Kurz – Senior Manager, Renewable Engineering, Invenergy
- Jonathan Carroll – Director of Renewable Energy, Energy Storage, Invenergy
- Dr. Mark Kellenberger – Senior Engineer, Energy Storage Safety, DNC Canada Ltd.
- Michael MaRous, MAI, CRE – President/Owner, MaRous and Company

In Support of the Project:

- Carl Clark – Participating Property Owner

In Opposition to the Project:

- Becky Miller – Vermilion County Resident
- Joyce Romine – Vermilion County Resident
- Breanne Wallace - Vermilion County Resident

Applicant Exhibits:

- Applicant Group Ex. 1 – Siting Application including the following:
    - Exhibit 1 – Site Plan
    - Exhibit 2 – Economic Impact Analysis
    - Exhibit 3 – Corporate Information
    - Exhibit 4 – Agricultural Impact Mitigation Agreement
    - Exhibit 5 – State and Federal Agency Review
    - Exhibit 6 – Cultural Resource Report
    - Exhibit 7 – Map of Known Abandoned Mines
    - Exhibit 8 – Shadow Flicker Model
    - Exhibit 9 – Communications Studies
    - Exhibit 10 – NWS Screening Study
    - Exhibit 11 – Sound Model
    - Exhibit 12 – Decommissioning Plan
    - Exhibit 13 – Municipal Siting Agreements
    - Exhibit 14 – Property Value Impact Study
    - Exhibit 15 – Complaint Resolution Procedures
    - Exhibit 16 – Natural Resource Information

- Exhibit 17 – Design Safety Certification
- Exhibit 18 – Photos of Project Facilities
- Exhibit 19 – Supporting Documents for Alternate Turbine Models

- Applicant Hearing Ex. 1 – Resolution of Support by Hoopeston Area School District 11
- Applicant Hearing Ex. 2 – Letters of Support
- Applicant Hearing Ex. 3 – Spreadsheet of Neighbors Contacted
- Applicant Hearing Ex. 4 – NTIA Letter
- Applicant Hearing Ex. 5 – Daniel Kurz Resume
- Applicant Hearing Ex. 6 – Jonathan Carrol Resume
- Applicant Hearing Ex. 7 – Mark Kellenberger Resume
- Applicant Hearing Ex. 8 – Michael MaRous Resume
- Applicant Hearing Ex. 9 – Letter from Rankin Fire Protection Protection District
- Applicant Hearing Ex. 10 – Michael Butler Resume
- Applicant Hearing Ex. 11 – Dr. David Loomis Resume

VII. Findings of Fact

SITING APPROVAL

A. To obtain siting approval to build any structure within the jurisdiction of this ordinance, the Applicant must first submit a Siting Permit Application to the County.

Applicant submitted its Application in June 2025. Supplemental materials were provided prior to the setting of the Application for public hearing.

B. The County shall utilize the following factors used to analyze and consider the application, along with this ordinance and applicable state and federal laws and regulations.

1. The existing uses and, where applicable, zoning of nearby property;

The existing uses in the vicinity of the Project area are agricultural uses with some scattered residential uses. Use and enjoyment of the agricultural property in the immediate vicinity of Project should not be harmed as the land surrounding the wind turbines is to remain as farmland. Only about one acre of farmland per turbine will be taken out of crop production during operation of the Project, including access roads. Use and enjoyment of scattered residential uses in the vicinity of the Project should not be injured as the Project meets all setback standards as to non-participating parcels, and the Project is required is to comply noise/sound limitations as set by the County's Ordinance and IPCB regulations. The Project shall also limit shadow flicker on non-participating residences and any occupied community buildings to a maximum of 30 hours per year. The Project is not expected to cause interference with television reception, and the applicant has committed to resolve any such complaints. For the Wind Towers within the potential siting jurisdiction of the City of Hoopeston or the

Village of Rankin, Musketeer Wind has entered into a siting agreement. (See Application Section 3.0.1)

2. ***The extent to which property values and diminished;***

   The market impact report submitted with the Application and prepared by MaRous & Company represents that wind energy projects do not negatively affect property values in the vicinity of the Project. (See Application Section 3.0.2 and Exhibit 14 – Market Impact Analysis)

3. ***The extent to which the destruction of property value promotes the health, safety, morals, or general welfare of the public;***

   The Project will not negatively impact the surrounding agricultural and scattered residential uses, and will not reduce surrounding property values pursuant to Exhibit 14 of the Application. The Project is anticipated to create new local long term jobs (21) and overall Illinois long term jobs. *See testimony of Dr. Loomis, 9/9/2025.* The Project will create economic benefits for participating landowners and taxing bodies within the Project area, though some of those economic benefits will flow to residents outside Vermilion County. (See Application Section 3.0.3)

   There is concern related to the Battery Energy Storage System ("BESS") facility in that there have been "thermal events" at some of the BESS projects developed by Invenergy. Additional issues may exist related to decommissioning costs but those matters are subject to additional County expert review.

   Witness Becky Miller testified to concerns she has over infrasound though she resides 40+ miles from the proposed Project. Additionally, Ms. Miller testified to health events related to being near a wind project but provided no information indicating a medical diagnosis relating the events described.

   Breanne Wallace owns approximately 3.5 acres and one turbine will be approximately 1 mile from a pond. She is concerned the turbine will negatively impact wildlife at the pond.

4. ***The relative gain to the public as opposed to the hardship imposed upon the individual property owner;***

   The Project will provide significant benefits to the participating landowners in the form of annual lease payments, which are expected to be approximately 2.6 million dollars per year. The Project will provide additional significant benefits to the public in the form of tax contributions. (See Application Section 3.0.4 and Exhibit 2 – Economic Impact Analysis)

5. ***The suitability of the subject property for the planned purpose;***

The Illinois State Siting Act and the County's Ordinance acknowledge that wind energy projects are suitable for agricultural areas in Illinois. Wind energy projects are compatible with surrounding agriculture and limited residential uses, do not cause interference with the continued use and enjoyment of those surrounding uses, and allow the vast majority of the land in the Project area to continue to be used for agricultural purposes. (See Application Section 3.0.5)

6. ***The length of time the property has been vacant as currently utilized considered in the context of land development in the area;***

   This factor is not pertinent, as the Participating Properties to be utilized for the Project are not vacant, but are currently used for agricultural purposes. Except for the areas to be used for turbine sites, the land will continue to be used for agricultural purposes after the development of the Project. (See Application Section 3.0.6)

7. ***The care with which the community has undertaken to plan its land-use development;***

   The Vermilion County Ordinance has been carefully considered and approved by the County Board. The Musketeer Wind Energy Project satisfies the standards of the Ordinance and the Illinois Statewide Siting Law. (See Application Section 3.0.7)

8. ***The community need for the use proposed by the Applicant;***

   Renewable energy is in demand as a cost-effective way to meet growing energy demands. It is required to reduce reliance upon energy produced by fossil fuels, especially as Illinois closes more and more coal and gas energy facilities. Projects like Musketeer help to meet a growing need in Illinois and the United States for additional electrical power. (See Application Section 3.0.8)

9. ***The impact on wildlife and wildlife habitat; and***

   The Applicant has consulted with the IDNR and USFWS and has designed the Project in accordance with their siting guidelines and regulations.

   The Applicant performed a desktop wetlands study of the Project. No rivers are located in the Project area. The study identified several creeks, including Whiskey Creek, Fountain Creek, and Bluegrass Creek, and identified several potential wetlands within the Project area. No turbines are sited within potential wetlands within the Project area.

   Prior to construction, the Applicant will complete in-field wetland delineations in accordance with the USACE Wetland Delineation Manual and the appropriate Regional Supplement to assess if there is the potential for waters of the United States to be present. The Project is sited to avoid impacts to the wetlands and waterbodies identified in the Desktop Wetlands Study and will continue to avoid water features identified to the extent practical. The Project anticipates no permanent impacts to wetlands or

waterbodies. Should limited impacts occur for potentially jurisdictional wetlands or waterbodies, all impacts will be permitted in accordance with USACE and IDNR regulations. (See Application Section 3.0.9)

10. The impact on drainage facilities and public property.

The Project is not anticipated to increased runoff or other drainage issues. Pursuant to the AIMA, the Project will identify and repair any damages to private drain tiles. The Project is not located on any public property. (See Application Section 3.0.10)

C. Once an Application is received and all Application fees are received, the matter shall be scheduled for public hearing.

Applicant submitted its Application and fee on or about June 3, 2025. Supplemental materials were provided on or about June 11, 2025. The Application was then set for public hearing.

D. The Application shall contain or be accompanied by the following information:

1. CWEF Project summary, including, to the extent available: (1) a general description of the project, including its approximate name plate generating capacity; the potential equipment manufacturer(s), type(s) of Wind Tower(s) number of Wind Towers, and nameplate generating capacity; the maximum height of the Wind Tower(s) and maximum diameter of the Wind(s) rotor(s); the general location of the project; and (2) a description of the Applicant, Owners and Operator, including their respective business structures.

The Musketeer Wind Energy Project expects, during operation, to generate 300 MW and will include up to 81 Wind Towers and other Supporting Facilities. The Project is located in northwest Vermilion County within the boundaries of Butler, Grant, and Middlefork Townships. The Project is roughly bound by the county border to the west and north, Hoopeston to the east, and County Rd 3300 N to the south.

In addition to the Wind Towers, the Project will consist of transformers, electrical underground and above-ground cabling and lines, junction boxes, a substation, generation-tie lines, access roads, temporary construction laydown yards, an operations and maintenance (O&M) building, meteorological towers, battery storage units, units associated with the Aircraft Detection Lighting System (ADLS), as well as any necessary storm water management facilities. The Project would connect to the electrical grid directly through the existing Hoopeston 138kV substation.

The Project includes approximately 200 participating properties which will host facilities. Nearly 500 properties are subject to executed agreements with the Applicant, which equates to roughly 36,000 acres. The land in the Project area is primarily used for agriculture purposes, with corn and soybeans as the predominant crops. All the proposed Wind Towers will be located on parcels that are used for, and after installation

of the Project can continue to be used for, agricultural uses. Each Wind Tower and access road are expected to utilize less than one acre of land. The access roads to the footprint of the Wind Towers will comprise the majority of this acreage. In some cases, existing field roads can be upgraded to an access road and landowners, or their tenant farmers, may continue to use these improved roads for agricultural purposes as needed.

Depending on the final site design and final turbine model selection, Musketeer Wind expects to install fewer than 81 Wind Towers as part of the Project. Some of the Wind Tower sites may therefore not be utilized for the Project. The final decision on which Wind Tower sites to utilize will be made at the time the Project obtains building permits.

Musketeer Wind intends to deploy Vestas V163 model wind turbines with a nameplate capacity of 4.5 megawatts each, height of 589 feet, and rotor diameter of 535 feet. If the Vestas V163 model is deployed for the Project, Musketeer Wind expects to install approximately 67 Wind Towers for the Project. If the Vestas V163 is not available to be supplied to the Project at the time of construction, Musketeer Wind will utilize one of the two alternate models, Nordex 5.X or Vestas V162, which will meet all requirements of the Ordinance. The Nordex 5.X model wind turbine has a nameplate capacity of 5.9 megawatts, height of 622 feet, and rotor diameter of 535 feet. The Vestas V162 model wind turbine has a nameplate capacity of 7.2 megawatts, height of 656 feet, and rotor diameter of 532 feet. The Project will transmit clean, renewable energy into the Illinois electric grid. (Application Section 1.1, Table 2, and Exhibit 1)

2. ***The name(s), address(es), and phone number(s) of the Applicant(s), Owner and Operator, and all property owner(s), if known, as well as any available references and history of similar projects constructed, maintained or operated by any Applicant, Owner and Operator.***

Applicant Contact Information: Musketeer Wind Energy LLC, 1 South Wacker Drive, Suite 1500, Chicago, IL 60606

Owner Contact Information: Invenergy Wind Development North America LLC, 1 South Wacker Drive, Suite 1500, Chicago, IL 60606

Property Owner Contact Information: See Application Table 1. Applicant only provided owner names and parcel numbers.

Musketeer Wind Energy LLC is a wholly-owned subsidiary of Invenergy Wind Development North America LLC, an affiliate of Invenergy LLC (collectively "Invenergy"). Invenergy was founded in 2001 and is North America's largest privately held renewable energy developer. Invenergy develops, owns, and operates large-scale renewable and other clean, local energy generation and energy storage facilities across the country and internationally.

Invenergy's executive team has an established track record in the development, financing, construction management, asset management and operations in the wind

energy sector. To date, the Company has successfully developed more than 32,000 megawatts (MW) of large-scale wind, solar, natural gas, and energy storage facilities. This includes more than 25,000 MW of projects in operation, and more than 5,000 MW currently in construction. Invenergy has developed (12) wind energy projects in Illinois:

- Grand Ridge I, II, III, and IV in LaSalle County
- White Oak in McLean County
- California Ridge in Vermilion and Champaign Counties
- Bishop Hill I, II, and III in Henry County
- Blooming Grove in McLean County
- Sapphire Sky in McLean County
- Top Hat in Logan County

All of these projects remain in operation today. Invenergy has developed approximately 105 wind energy projects throughout the United States and worldwide. (Application Section 1.2, Table 1, and Exhibit 3)

3. ***A site plan for the installation of CWEFs showing the planned location of each Wind Tower, guy lines and anchor bases (if any), Primary Structure(s), property lines (including identification of adjoining properties), setback lines, public access roads and turnout locations, Substation(s), electrical cabling from the Wind Tower to the Substation(s), ancillary equipment, third party transmission lines, and layout of all structures within the geographical boundaries of any applicable setback.***

The site plan provides the proposed locations of each Wind Tower, the O&M building, underground collection lines, access roads, collection substation, meteorological towers, temporary construction laydown areas, battery storage area, and third-party transmission lines. This site plan demonstrates compliance with the setbacks as required in the Ordinance.

The underground power cables, rated at 34.5kV, will deliver energy from each Wind Tower to the Project Substation, at which point voltage will be stepped up from 34.5kV to 138kV. The Project Substation will be built by the Applicant and will be connected to the existing Ameren Switchyard Station west of Hoopeston, which enables the Project to deliver the energy it produces to the electric grid. Musketeer Wind will have an approximately 7-mile above ground transmission line connecting the Project Substation to the Ameren Switchyard Station.

The Project Substation will connect to a Battery Energy Storage System (BESS). The Project will utilize the Fluence GSP5000 units and EPC Power M10 inverters, with all components and equipment installed in compliance with the National Fire Protection Code (NFPA). The BESS will be located directly north of the Project Substation and over 3,500 feet from the nearest residence.

All underground cables will be buried at least five feet below ground or as otherwise outlined in project specifications, where feasible, and in full compliance with the AIMA

requirements related to collector line depth including areas where defined depth is not feasible due to nature of the land. In designing the Project layout, every effort will be made to minimize impacts to farmland, residential property, and special concerns such as stream crossings. (Application Section 1.3 and Exhibit 1)

4. ***A copy of an Agricultural Impact Mitigation Agreement ("AIMA") executed between the Applicant and the Illinois Department of Agriculture.***

   Musketeer Wind has entered into the State-mandated AIMA with the Illinois Department of Agriculture pursuant to Illinois Wind Energy Facilities Agricultural Impact Mitigation Act (505 ILCS 147/1 et seq.). (Application Section 1.4 and Exhibit 4)

5. ***All required studies, reports, certifications, and approvals demonstrating compliance with the provisions of this Ordinance, including but not limited to, evidence of a review by the Illinois Department of Natural Resources and compliance, at the expense of the Owner and/or Applicant, with recommendations made as a result and adopted by the County (including avoidance of protected lands as identified by the Illinois Department of Natural Resources), and United States Fish and Wildlife Service review and recommendations, an Illinois Historic Preservation Office study or review; and all determinations of No Hazard to Air Navigation from the Federal Aviation Administration ("FAA").***

   Musketeer Wind has engaged with State and Federal agencies regarding the Project and will comply with all existing applicable environmental laws.

   The Project information was shared with the IDNR and Applicant submitted the Project to IDNR's Ecological Compliance Assessment Tool (EcoCAT) Natural Resource Review. As a result of this consultation, on February 21, 2025, IDNR submitted a letter to Vermilion County with its review and recommendations. Applicant has designed the Project in accordance with the IDNR setback recommendations to avoid adversely impacting listing species and protected natural areas in the vicinity of the Project. (See Application Section 1.5.1 and Exhibit 5.1.14 – IDNR EcoCAT)

   Musketeer Wind has performed both a preliminary historic and cultural resources analysis and an on-site archaeological and historic resource survey which has been submitted to the Illinois Historic Preservation Division at IDNR ("SHPO"). The Project and SHPO identified areas for field study, which have been reviewed as part of the on-site survey and no adverse cultural impacts are expected. The Project will avoid impacts to archaeological and cultural resources as required by Illinois law, including obtaining full concurrence from SHPO. (See Application Section 1.5.2 and Exhibit 6.1 – Cultural Resource Report)

   Prior to starting construction of the Project, Musketeer Wind will submit and obtain approval from the Illinois Environmental Protection Agency ("IEPA") of the

Stormwater Pollution Prevention Plan ("SWPPP" for the Project and obtain an NPDES permit. (See Application Section 1.5.3)

The Applicant submitted the project area to the United States Fish & Wildlife Service ("USFWS") for review through USFWS's Information for Planning and Consultation ("IPaC") program. The IPaC response concluded that there are no critical habitats within the project area for threatened or endangered species. In addition to the IPaC review, the Applicant engaged Copperhead Environmental Consulting to conduct pre-construction environmental surveys for the Project. Survey methods were developed in coordination with the United States Fish and Wildlife Service ("USFWS") and in accordance with its guidance documents including "Land-Based Wind Energy Guidelines", "Range-wide Indiana Bat and Northern Long-Eared Bat Survey Guidelines", and the "Eagle Conservation Plan Guidance-Module 1-Land-Based Wind Energy." The results of these surveys have been used to inform Project siting to minimize potential impacts to listed species and their habitats. (See Application 1.5.4 and Exhibit 5.2 – USFWS IPaC)

The Applicant has submitted the proposed Wind Tower layout for the Project to the Federal Aviation Administration ("FAA") for review. Prior to installing the Wind Towers, the Applicant will submit the notice of construction to the FAA pursuant to 14 CFR § 77.7(b). Upon installation of the Wind Towers reaching 200 feet, the Applicant will submit notice of actual construction to the FAA pursuant to 14 CFR § 77.11(a). In accordance with Federal Regulations, the Applicant will illuminate the wind turbines to meet the FAA requirements for obstruction lighting or marking of structure over 200 feet above ground surface (US DOT FAA Advisory circular 70/7460-1 K Change 2 0 Chapters 12 & 13). Musketeer Wind will seek to deploy an Aircraft Detection Lighting System ("ADLS") that will only turn on the lights when aircraft are within the vicinity of the Project. (See Application Sections 1.5.5 and 1.5.6)

The Project has engaged the Vermilion County Soil and Water Conservation District (SWCD) to complete a Natural Resource Inventory (NRI). This analysis includes observation of different soil types and characteristics, cultural and animal resources, and watershed information, within the Project area. (See Application Section 1.5.7 and Exhibit 16 – Natural Resources Information)

6. ***Evidence of the financial ability of the Applicant and/or Facility Owner to complete and operate the CWEF.***

Invenergy has extensive knowledge and experience in the development and operation of wind energy projects. Invenergy has constructed twelve (12) wind energy projects within the State of Illinois, and dozens more throughout the United States and worldwide.

Invenergy's financial capability is demonstrated by its recent development activity as well as its notable investments. In 2022, Invenergy received one of the largest renewable investments in North America history from Blackstone, totaling

approximately 3 billion dollars, and in 2023 Invenergy received another 1 billion dollars from Blackstone. Additionally, in early 2022, Invenergy agreed to purchase its largest ever acquisition from AEP, including 14 projects in 11 states totaling over 1,300 megawatts of renewable energy generation. (See Application Section 1.6)

7. ***Any other information required by the County as part of its permit process as may be hereinafter described in this ordinance or requested by the County.***

   None.

8. ***Any waivers from the setback requirements, and/or shadow flicker requirements, of this ordinance and state statutes executed by the occupied community building owners/and/or the nonparticipating property owners and bearing a file stamp from the Recorder of Deed's Office confirming that such waivers were recorded against the title to the affected real estate.***

   The Applicant has designed the Project to comply with all setbacks as to Non-Participating Parcels and Non-Participating Residences, and accordingly does not rely upon any setback waivers. The Applicant has designed the Project to comply with the shadow flicker requirements of the Ordinance, and accordingly does not rely upon any shadow flicker waivers. (See Application Section 1.7)

9. ***Applicant shall provide a survey map of all known abandoned mines within the footprint of the CWEF and within a 1-mile radius of the footprint of the CWEF.***

   The Project utilized internal resources, landowner feedback, and public data to determine that the Project is not within 1 mile of any known active or abandoned mines. The Project considered both the Illinois State Geographical Survey's Coal Mine Viewer and the Illinois Department of Natural Resource's Coal Mine Information System, among other public resources, to support this conclusion. As shown in Exhibit 7, the closest mine to the Project is just north of Kickapoo State Park, well over 10 miles from the nearest turbine. (See Application Section 1.8 and Exhibit 7 – Map of Known Abandoned Mines)

10. ***During the public hearing process, the Applicant shall provide sufficient evidence the CWEF will not overlay any abandoned mine and will not cause any mine subsidence.***

    See previous response.

DESIGN AND INSTALLATION / OPERATION

The following requirements of the "Design and Installation" and "Operatione" sections of the WES Ordinance are those applicable to the County Board's consideration of the Siting Permit Application, all other requirements omitted are those applicable only to the Building Permit and/or Operational phases of the Project, if the Siting Permit is approved.

Applicant submitted sufficient evidence of compliance with the setback requirements of the WES Ordinance (*See Application Ex. 1, site plan and supporting maps reflecting setbacks for each turbine).*

Applicant submitted sufficient evidence of anticipated compliance with the Illinois Pollution Control Board standards related to sound (*See Application Ex. 11, Sound Model).*

Applicant submitted sufficient evidence of anticipated compliance with the shadow flicker requirements standards (*See Application Ex. 8, Shadow Flicker Model).*

VIII. Recommendation

Based on the evidence in the record, the Vermilion County Wind and Solar Committee finds and hereby recommends to the Vermilion County Board that the Siting Permit Application of Musketeer Wind Energy LLC be:

_____ Approved

_____ Denied

__X__ Approved, subject to the Conditions attached hereto

Chair, Vermilion County Wind and Solar Committee

9/9/2025
Date

END OF DOCUMENT

VERMILION COUNTY, ILLINOIS
CONDITIONS OF APPROVAL

Recommended by Wind and Solar Committee on September 9, 2025

Approved by County Board on October 14 **, 2025**

MUSKETEER WIND ENERGY LLC

In addition to all requirements imposed by law or ordinance, the following Conditions of Approval "Conditions" are imposed upon the Siting Permit granted to Musketeer Wind Energy LLC; the Applicant, Company, Facility Owner and/or Operator shall abide by all of the following Conditions:

1. **Definitions.** For purposes of these Conditions, the following definitions shall apply and shall incorporate all other definitions included in the Vermilion County Wind Energy Structure Ordinance:
    a. "Applicant", "Facility Owner" and "Operator" shall have the same meaning as defined by the Vermilion County Wind Energy Structure Ordinance.
    b. "Application" shall mean the Siting Permit Application of Musketeer Wind LLC filed by the Applicant with Vermilion County.
    c. "Building Permit" shall have the same meaning and effect as included in the Vermilion County Wind Energy Structure Ordinance.
    d. "Commencement of Construction" shall mean the issuance of any Building Permit for the Project.
    e. "Commercial Operation Date" shall mean the calendar date on which the Project begins generating electricity onto the electrical grid for commercial sale.
    f. "Company" or "Musketeer Wind" shall mean Musketeer Wind Energy LLC.
    g. "Project" shall mean the Commercial Wind Energy Facility ("CWEF"), its Battery Energy Storage System ("BESS"), supporting facilities, and non-essential equipment.
    h. "Siting Permit" shall mean the approval of the Siting Permit Application of Musketeer Wind Energy LLC as granted by the Vermilion County Board.
    i. "Substantially Complete Construction" shall mean the installation of all wind towers for the Project.
    j. "WES Ordinance" shall mean the Vermilion County Wind Energy Structure Ordinance.
    k. "Wind Tower" and "Turbine" shall have the same meaning and effect as the definition of "Wind Tower" under the Vermilion County Wind Energy Structure Ordinance.

2. **Commencement / Completion of Construction.** Commencement of Construction of the Project (including each phase of construction, if the Project is constructed in two phases pursuant to Condition #15), shall begin within 60 months from the date of the granting of the Siting Permit. The Commencement of Construction deadline shall be extended by the time period of any litigation or delay in permits issued by federal or state agencies concerning approval of the Siting Permit. The Company shall Substantially Complete Construction within 24 months from the date of Commencement of Construction. If the Project is constructed in two phases pursuant to Condition #15, the Company shall Substantially Complete Construction of each respective phase within 24 months of Commencement of Construction. The Company shall inform Vermilion County of the Project's Commercial Operation Date within seven days of reaching the Commercial Operation Date.

3. **Term.** The Siting Permit shall be valid for a term of 30 years after the Project's Commercial Operation Date. Prior to its expiration, the Company may apply to the County Board to extend the term of the Siting Permit.

4. **Compliance.** Construction and operation of the Project shall follow all applicable federal, state, and local regulations now or hereafter in effect. The construction and operation of the Project shall conform to all representations made by the Company in its application and at all public hearings and these Conditions. In the event of any discrepancy between such representations and these Conditions, these Conditions shall control.

5. **Construction Hours.** Construction activities for the Project shall be limited to the hours from sunrise to sunset with the exception of emergency situations or time-sensitive work (pouring concrete foundations, placing of the nacelle or blades on the towers).

6. **Road Agreements.** The Company shall enter into all necessary Road Use Agreements with the County Board and applicable township road districts. Any applicable County Road Use Agreement shall be subject to the terms and conditions of the County Board, and subject to separate County Board approval of the same. The County shall not issue any Building Permits for the Project until after the Company has entered into all necessary Road Use Agreement(s) with the County Board and applicable township road districts and has provided copies thereof to the County. The Company shall comply with all provisions of Road Use Agreement(s) between the Company and the County. The Company shall also comply with any Road Use Agreement between the Company and any township road district. Any uncured or un-waived material breach of Road Use Agreements(s) between the County and any township road district, by the Company, shall constitute a material breach of these Conditions.

7. **School Buses and Vehicular Traffic.** The Company shall comply with all restrictions and/or requirements imposed by the County Board upon Project construction and maintenance traffic in order to avoid conflicts with school bus traffic, school bus stops, farm traffic, and other vehicular traffic in the Project area. The Company shall continuously maintain a website throughout any construction period, which shall provide daily updates to the public regarding the planned traffic pattern and the planned activity (including areas that may experience delays during any construction period), and shall provide the "Plan of the Day" denoted in any Road Use Agreement(s). Any changes must be posted to the construction website. The Company shall also provide notice at least 24 hours in advance of any planned road closures.

8. **Wind Tower Model.** The Company may utilize a different Wind Tower model for the Project than the models listed in Table 2 of the Application, as technologies may improve from time of siting approval to time of construction. Any Wind Tower model utilized for the Project other than those listed in Table 2 of the Application must satisfy all sub-conditions set forth below:
    a. Height: Wind Towers shall not exceed 656 feet in height.
    b. Setbacks: Wind Towers shall satisfy all setback requirements and be constrained to the locations identified in Exhibit 1 of the Application, subject to Condition #10.
    c. Shadow Flicker: Wind Towers shall cast the same or less hours of shadow flicker on nonparticipating residences or occupied community buildings as identified in Exhibits 8 and 19 of the Application.
    d. Noise: Wind Towers and the Project shall emit the same or less sound on nonparticipating residences and occupied community buildings as identified in Exhibits 11 and 19 of the Application.
    e. Design Safety Certification: Prior to the issuance of any Building Permit, the Company

shall provide a design safety certification for the Wind Tower demonstrating compliance with the WES Ordinance.

If there is substantiated evidence that any turbine(s) has exceeded the permissible limits for sound or shadow flicker during Project operations and if requested by the County, the Company shall acquire and install a commercially reasonable shadow flicker or noise reduction system or take other reasonable steps, as approved by the County, to bring all relevant turbine(s) into compliance with applicable limits.

As to bird or bat protection systems, the Company shall confer with the Illinois Department of Natural Resources ("IDNR") and if recommended by the IDNR, the Company shall install said commercially reasonable system(s) for the Project.

The Company shall provide, with its application for any Building Permits, updated sound and shadow flicker models based on the final Turbine model selected for the Project and final locations of all Wind Towers for the Project. The updated sound modeling must demonstrate compliance with Illinois Pollution Control Board ("IPCB") sound limits prior to the issuance of any Building Permit.

9. **Post-Construction Noise Study.** The Company shall provide a post-construction sound study to the County within one year after the Commercial Operation Date. The study shall measure sound emissions of the Project on the five occupied residential receptor sites with the highest modeled noise levels closest to IPCB limits. Should such sound study show sound in excess of the limits allowed by the WES Ordinance, the Company shall perform any necessary repairs or operational changes to address the exceedance and submit a remediation plan to the County. After the implementation of such remediation plan, the Company shall again perform sound studies, as applicable, and submit same to the County for review. The study, compliance and other requirements of this paragraph shall not apply to any residential use areas or residence whose owner either (i) does not provide access to place the sound monitors or (ii) has executed a waiver for sound requirements. The Company shall curtail or control Turbine operations in order to be in compliance with the noise limits.

10. **Turbine Location.** Each Turbine or meteorological tower shall only be located on those properties and in those locations set forth in the Application. Site conditions may necessitate adjustments in the location of any Turbine or meteorological tower within 100 feet in any direction from the location set forth in the Application; provided, however, that each Turbine or meteorological tower shall meet all setback, noise, and shadow flicker requirements set forth in the WES Ordinance and shall satisfy all other WES Ordinance requirements and applicable state or federal requirements, including the requirement that all Turbine or meteorological tower locations shall not adversely affect any communications systems and/or radar systems. Musketeer Wind has withdrawn Turbines #52, 53 and 55 from the Application and therefore Turbines shall not be installed at those locations.

11. **Underground Collection Lines Location.** The Company may adjust the location of underground electrical collector lines and access roads, so long as such underground electrical collector lines and access roads are within the approved Project area and are installed upon participating properties as set forth in the Application. Access road locations shall be subject to approval by the appropriate road authority.

12. **ADLS Location.** The Company may reposition any ADLS structure associated with the Project as needed during Project construction and operations phases, if such ADLS structures are located on

adjacent participating parcels within the approved Project area as specified by the Application and the ADLS structures do not exceed 120 feet in height.

13. **Substation/Operations and Maintenance Building Location.** The Company may adjust the location of the collection Substation and Operations and Maintenance Building, but said facilities shall only be located on the single parcel set forth in the Application.

14. **Illinois Historic Preservation Office Consultation.** The Company shall complete the consultation process with the Illinois Historic Preservation Office ("SHPO") prior to construction of the Project and shall results of same prior to application for any Building Permit(s).

15. **Phases of Construction.** Musketeer Wind may, at its sole discretion, choose to construct and complete the Project in two phases. If Musketeer Wind chooses to pursue Project construction in two phases, Musketeer Wind shall notify the County Engineer. Absent such notification, Project construction and completion shall proceed in a single phase.

16. **Certificates of Design Compliance.** Should either of the alternate Wind Tower models identified in Table 2 of the Application be utilized for the Project, a certificate of design compliance shall be provided prior to construction of the Project.

17. **Preliminary Site Preparation.** Musketeer Wind shall obtain a Building Permit prior to the installation of any above-ground structures that are part of the Project. Musketeer Wind may install certain preliminary improvements ("Preliminary Site Preparation") without obtaining a Building Permit or Road Use Agreement(s), such as pouring of concrete pads for no more than five Turbine foundations. Preliminary Site Preparation does not include, among other things, any work utilizing cranes, any activity requiring improvements to public roads, or any activity involving vehicles that require an oversize/overweight permit. Prior to any turbine foundation work pursuant to this paragraph, an agreed upon traffic and road impact analysis shall be performed to determine whether any road improvements are necessary prior to those turbine foundations being constructed.

18. **County Review of Building Permit.** The County shall retain an engineering and construction consultant with experience in wind energy project design and construction in the State of Illinois to review any Building Permit application(s) submitted by Musketeer Wind. Musketeer Wind shall provide payment for all services of such consultant. The consultant shall review Building Permit application(s) submitted by Musketeer Wind for compliance with Vermilion County's ordinances and these Conditions. Upon confirmation by the consultant that the Building Permit application(s) satisfies Vermilion County ordinances and these Conditions, the County Board or its designee shall issue the Building Permit(s). If the consultant determines that the Building Permit application(s) does not comply with Vermilion County ordinances and these Conditions, the consultant shall provide a written statement to Musketeer Wind explaining its determination, and Musketeer Wind may amend or supplement its Building Permit application(s) to cure any such deficiency. Musketeer Wind may apply for a separate Building Permit for separate aspects of the Project, with each Building Permit application being reviewed separately and Building Permit(s) issued separately.

19. **Non-Operational or Obsolete Turbines.** Any Turbine that is determined to be abandoned or to have no remaining useful life in accordance with the Agricultural Impact Mitigation Agreement ("AIMA") shall be decommissioned and removed by the Company in accordance with the AIMA and any Decommissioning Agreement with the County.

20. **Liability Insurance.** The Company shall maintain liability insurance as required by WES Ordinance. The Company shall identify landowners in the project as additional insureds under the Company's liability insurance. The Company shall promptly increase such liability insurance within 60 days if such amount is increased in the WES Ordinance. The Company shall provide evidence of the compliant insurance to the County prior to the issuance of a Building Permit.

21. **Assignment.**
    a. Upon the assignment of the Siting Permit, the assignee or transferee ("Acquirer") shall comply with all Conditions contained herein and hereunder and any other applicable local, state or federal requirements. The Company and Acquirer shall provide to the County the following information:
        i. The name of the proposed Acquirer;
        ii. "Financial assurance" as defined in the WES Ordinance for the current amount of the Decommissioning Cost Estimate in effect as of the date of the proposed assignment or transfer as required by these Conditions;
        iii. A new certificate of insurance from the Acquirer providing evidence of liability insurance coverage in the amount that is required under the applicable provisions of the WES Ordinance;
        iv. Written acknowledgement by an authorized signatory of the Acquirer that it understands, recognizes and agrees to assume responsibility for all terms, conditions, financial assurances, and standards of any Road Use Agreement Decommissioning Agreement, or any other agreement then in effect;
        v. Written agreement by an authorized signatory of the Acquirer that it understands, recognizes and agrees to assume responsibility for all terms, conditions and standards of the Siting Permit at the time the Siting Permit was granted to the Company which are in effect as of the date of the proposed assignment or transfer, including compliance with any mutually agreed upon damages or modifications subsequent to that time, and including compliance with the requirements and obligations of any other agreements or understandings required for the original approval in effect as of the date of the proposed assignment or transfer;
        vi. The contact information for the Acquirer;
        vii. Designate a representative or representatives of the Acquirer to meet with the County to discuss the ongoing obligations and responsibility of the Acquirer under the conditions of the Siting Permit which meeting shall take place not less than 15 days following the assignment or transfer; and
        viii. Provide the County with such other information as the County Board reasonably requests.
    b. Notwithstanding the above, the Company shall have the right to assign in its sole discretion and without any consent from the County, as follows:
        i. The Company may assign or transfer any interest, including 100% interest, to qualified lenders if the Company defaults on a financing agreement.
        ii. The Company may assign or transfer any interest, including 100% interest, to tax equity investors.
        iii. The Company may assign or transfer up to 50% ownership interest to an Acquirer, subject to the conditions herein and subject to Company retaining day-to-day operational control of the Project.
        iv. The Company may assign or transfer any interest, including 100% interest, in Company to a wholly owned or managed affiliate of Invenergy, LLC.
        v. The Company shall provide notice of such assignment to the County within 30 days following such assignment.

22. **Operating Requirements.** The Company shall operate the Project according to the following operating requirements and these requirements are supplemental to and do not supplant any other requirements imposed by law, regulation, or ordinance.
    a. Wind Towers shall be a non-obtrusive and non-reflective color such as white, off white, or gray. The Company shall maintain the paint on Wind Towers in good repair.
    b. Wind Towers shall not display advertising, except for reasonable identification of the Turbine manufacturer, Company, and any parent entity of the Company as approved by the County; all other signs shall be compliant with the WES Ordinance.
    c. A clearly visible warning sign advising persons of the presence of high voltage levels must be placed at the base of all pad-mounted transformers and substations, and at all entrances to the Wind Towers. The Company shall place a clearly visible sign at the entrance to each Turbine that identifies a 24-hour emergency contact number for the Company and pertinent 911 emergency information.
    d. Visible, reflective, colored objects, such as flags, plastic sleeves, reflectors, or tape shall be placed on the anchor points of guy wires and along the guy wires up to a height of 15 feet from the ground.
    e. Except to the extent decommissioned by the Company, in accordance with the WES Ordinance and/or these Conditions, the Company shall operate the Project in a safe and well-maintained manner, making all necessary repairs in a timely fashion.
    f. The Company shall keep the Project clear of all trash and debris.
    g. The Company shall respond immediately to any emergency or casualty event relating to the Project.
    h. The Company shall operate the Project such that no occupied community building or nonparticipating residence will experience more than 30 hours per year of shadow flicker, unless waived by the property owner and recorded with the County's Recorder of Deeds.

23. **Aircraft Detection Lighting System ("ADLS").** The Project shall utilize minimal lighting that is compliant with applicable Federal Aviation Administration ("FAA") regulations. The Company shall further install an Aircraft Detection Lighting System ("ADLS") or other similar technology if approved by the FAA and Federal Communications Commission ("FCC"). Prior to issuance of any Building Permits, the Company shall provide sufficient proof to the County that it has requested authority to construct and operate an ADLS from all required federal authorities. The Company shall operate the ADLS for the entirety of the Project's commercial operation, excepting only those periods of initial testing prior to the utilization of said system. The Company shall notify the County if the ADLS becomes non-functional during the Project's commercial operation. Such notice shall be provided to the County within 48 hours. For the purposes of this paragraph, the ADLS shall be considered to be "non-functional" if the system reverts to continuously flashing lights without an aircraft within 3.5 nautical miles of Project's footprint.

    If the ADLS system is non-operational for any period during a calendar month, during any time of the Project's commercial operation, a penalty shall be assessed and due to the County in the amount of $1,000.00 per day and per turbine, up to a maximum penalty of $30,000.00 per month. For purposes of this paragraph, any cure period provision of the WES Ordinance or other cure period of these Conditions shall not apply. If the Company demonstrates it is diligently pursuing repair of the ADLS, the County Board may waive or reduce the imposition of penalties under this paragraph.

24. **Determination of No Hazard ("DNH").** Prior to Commencement of Construction, the Company shall obtain a Determination of No Hazard ("DNH") from the FAA (and FCC, if applicable) for each Wind Tower utilized for the Project, ADLS tower, and meteorological tower, as applicable and required, and shall provide proof of same to the County.

25. **Complaint Resolution.** The Company shall, at its expense and in coordination with the County, develop a system for logging and investigating complaints related to the Project during any stage of construction and operation. The Company shall resolve such non-emergency complaints on a case-by-case basis and shall provide confirmation of same to the County. The complaint resolution system shall include specific requirements for complaints regarding sound, shadow flicker, crop damage, and communications interference as follows:

    a. Sound and Shadow Flicker Monitoring / Mitigation: Company shall not install any turbines which cause a violation of the noise regulations adopted by the Illinois Pollution Control Board ("IPCB") or shadow flicker requirements of these Conditions or the WES Ordinance. Upon any complaint regarding noise or shadow flicker related to one or more wind turbines by a resident or landowner of property in the immediate area thereof, the County may investigate and take such action against the Company as may be warranted. The County may retain, at the Company's expense, such experts and other professionals as may be necessary to conduct field tests, modeling or take such other measures as may be necessary to determine whether a violation of said noise or shadow flicker regulations is occurring or has occurred. The Company shall fully cooperate with the County, promptly remedy any such violations and pay the expenses of the County related thereto.

    b. Crop Damage: The Company shall investigate complaints of crop damage within 7 days. The results of any investigation shall be provided to the County Board and the person making the complaint within 60 days, including the resolution or proposed resolution of said complaint. This paragraph does not preclude any private right of action by an affected party. This paragraph does not apply to any contractual agreements between the Company and landowners or farmers regarding crop damage issues.

    c. Communications: The Company agrees to take all commercially reasonable steps to respond to complaints related to interference caused by the Project, including correcting any interference related to TV, radio, or internet, and service levels shall be brought to a level of serviced experienced prior to construction of the Project or better. The Company will also take immediate actions to mitigate or minimize interference with communications radio, telephone, internet, or microwaves or television signals, and to eliminate any such interference that impacts public safety (police, fire, emergency medical services, emergency management services, 911 dispatch) communications caused by the impact of the Project.

    d. Remedies: The Company agrees that all available remedies apply to this paragraph.

26. **Transmission and Communication Lines.** All power lines used to collect power from individual Turbines and all communication lines shall be buried underground at a depth in accordance with the Agricultural Impact Mitigation Agreement ("AIMA") until same reach the property line or the Project substation.

27. **Water Use.** To protect the water supply and the viability of wells, and upon demonstration of an adverse impact, the County shall have the right to reasonably limit or otherwise regulate the use of water and the discharge of wastewater related to the manufacture, transportation, and use of concrete in any manner related to the Siting Permit. The County shall have the right to conduct or have conducted such studies and tests as may be necessary or helpful in this regard at the Company's expense. The Company shall promptly correct any degradation to the water supply or any well negatively impacted including but not limited to providing alternative suitable water to those affected and the drilling and connection of a suitable replacement well.

28. **Fire Protection Districts and Emergency Response.** The Company shall cooperate with all local fire protection districts and provide funding as necessary for training or for new equipment to prepare the districts to respond to fire and other emergencies concerning the Project. The Company shall assist emergency response agencies in developing an emergency response plan for the Project. The Company shall train its onsite personnel to assist emergency response agencies for any emergency incident that may occur on or in close vicinity to the turbines or other structures that are part of this Project. The Company may enter into agreements with local or other emergency response agencies to comply with this requirement. The Company and its contractors shall share their emergency response plans and protocols, for both construction and operation of the Project, with local emergency response agencies. The Company shall assist emergency response agencies in evaluating emergency response training needs and assisting with training of emergency response personnel in relation to this Project. The Company shall cooperate in emergency response drills relating to this Project, as part of coordinated training for emergency response personnel. The Company shall coordinate a bi-annual review of policies, procedures, drills, training and equipment needs between Company representatives and local emergency response agencies and provide this documentation to the County. The Company shall reimburse any responding emergency services (such as fire, police, or ambulance services) for the actual cost of emergency response services attributable to the construction, operation or decommissioning of the Project.

29. **Existing Underground Utility Lines.** The Company shall work with appropriate pipeline, water lines, and other underground utility companies and shall insure that the integrity of the pipelines and other underground utilities in the area of the Project are maintained during construction and operation of the Project.

30. **Reimbursement for County Expenses.** If during the term of the Siting Permit, construction, operation, maintenance, and/or decommissioning/removal of the Project and affiliated equipment, the County retains outside engineers, consultants, contractors, attorneys, or other parties, in order for the County Board to enforce, determine compliance, or obtain compliance with applicable laws, ordinances, regulations, or these Conditions, the Company shall promptly reimburse the County for all such expenses. Reimbursement of expenses shall occur no later than 30 days after Company receives a request for payment of said expense from the County.

31. **Validity of Conditions.** By applying for any Building Permit(s), the Company shall be deemed to waive any and all claims concerning the lawfulness, authority, or reasonableness of any of these Conditions as set forth herein.

32. **Defense against Claims/Indemnity.** The Company shall defend, indemnify, and hold harmless the County and its officers, appointed and elected officials, employees, attorneys, engineers and agents (collectively and individually, the "Indemnified Parties") from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities whatsoever, including reasonable attorney's fees relating to or arising out of the issuance of the Siting Permit or the construction, operation, maintenance and/or decommissioning/removal of the Project and affiliated equipment including, without limitation, liability for property damage or personal injury (including death or illness), whether said liability is premised on contract or on tort (including without limitation strict liability or negligence) or any acts or omissions of the Company, except to the extent any such claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses, and liabilities arise from the negligence or intentional acts of the County or Indemnified Parties.

33. **Decommissioning and Financial Assurance.** Prior to applying for any Building Permit(s), the Company shall negotiate and enter into an agreed upon Decommissioning Agreement and post a Financial Assurance with the County. The agreed upon Decommissioning Agreement shall include an agreed upon Decommissioning Plan and agreed upon Decommissioning Cost Estimate. The Company shall, at a minimum, provide 100% of the Decommissioning Cost Estimate in a Financial Assurance, without a discount for salvage value, prior to applying for any Building Permit(s).

34. **Project Maintenance.** During operations, Operations and Maintenance staff shall perform scheduled, preventative maintenance on all Turbines. Turbine maintenance shall be performed pursuant to the Turbine manufacturer's specifications. An on-site operations team shall also drive throughout the Project daily (excepting weekends and holidays), conducting unrecorded visual inspections of the Project area. Members of said team shall be at the Project site or operations and maintenance building during normal business hours and shall have specified personnel on-call 24 hours per day, seven days per week, should an issue arise outside of normal business hours. The Company shall maintain turbines without any visible oil, grease, chemical, or other residue.

35. **Annual Report.** The Company shall submit, on an annual basis, on the anniversary date of the Siting Permit approval, an operation and maintenance report to the County. Such report shall contain: (i) a general description of any physical repairs, replacements, or modifications to the Project and any Project equipment; (ii) complaints pertaining to setbacks, noise, shadow flicker, appearance, safety, lighting and use of any public roads received by the Company concerning the Project and how any such complaints were resolved; (iii) all monitoring reports or studies required by law, regulation, ordinance or these Conditions; (iv) calls for emergency services; (v) proof of status of liability insurance; and (vi) a general summary of service calls to the Project.

36. **JULIE.** The Company shall become a member of the Illinois State-Wide One-Call Notice System (otherwise known as the Joint Utility Location Information for Excavators or ("JULIE")) and provide JULIE with all of information necessary to update its records as soon as JULIE allows such membership.

37. **Avian/Bat/Wildlife/Environmental.** The Company shall comply with all requirements and recommendations of the IDNR (pursuant to IDNR's letter of February 21, 2025) and the USFWS during the duration of the construction, operation, and decommissioning of the Project. The Company shall perform at least one year of post-construction bird and bat monitoring. Further monitoring, if necessary, shall be determined through coordination with the IDNR.

38. **Additional Site Surveys.** The Company shall provide site surveys for each turbine, tower, and substation location before applying for the Building Permit and after construction demonstrating compliance with the Ordinance requirements.

39. **As-Built Drawing.** The Company shall provide the County with as-built drawings of the entirety of the Project.

40. **Cure Period.** Subject to any other provision of these Conditions, any alleged breach or violation of the Conditions listed herein, including any alleged failure to comply with any federal, state or local regulation now or hereafter in effect, and any penalty herein, including termination of rights granted by or the invalidity of the Siting Permit as a result of such breach or violation, shall be subject to the Company curing or commencing to cure and thereafter diligently pursuing cure of such breach or violation within 60 days after receipt of written notice from the County of such breach or violation.

41. **Construction Site Security.** If the County, in its sole discretion, determines there is a need for increased law enforcement protection and/or private security within the Project area during Project construction, the Company shall provide or reimburse the County for the costs associated therewith.

42. **Aerial Application.** The Company shall commit to an aerial application agreement and/or commitment letter for the benefit of nonparticipating landowners within the Project footprint stating that the Company will agree to work with farmers and the aerial applicators to curtail and turn turbine blades to create spray lanes to allow for aerial application.

43. **Proof of Compliance.** The Company shall provide any reasonably requested proof of compliance with the WES Ordinance and these Conditions to the County.

44. **General.** The Siting Permit and any Building Permit subject to these Conditions may be revoked (or subject to any other remedy at the discretion of the County) pursuant to the procedures set forth in the WES Ordinance for violation of any law, regulation, the provisions of the WES Ordinance, and/or these Conditions. Unless monetary penalties are otherwise specified by Ordinance provision or these Conditions, the County may institute of a fine of not more than $1,000.00 per violation for each day a violation of the WES Ordinance and/or these Conditions persists. The preceding remedies of this paragraph are in addition to any other remedies available by law, regulation, ordinance or condition. All costs, fines, penalties, or fees of any kind assessed to the Company by the County shall be paid within 30 days of receipt of an invoice from the County. The remedies within this paragraph are subject to the cure period of the Ordinance and these Conditions.

END OF CONDITIONS