3/1/23

Dear Tazewell County neighbor,

You are receiving this letter because you either live or own ground within the footprint of a proposed industrial wind project. We would like to update you on the current status of industrial wind energy in Tazewell County. The State of Illinois recently passed ACT 102-1123; which creates statewide standards for industrial wind and solar projects. This is alarming because this limits the freedom of our elected Tazewell County government to protect its citizens. We would like to remind you that The United Citizens of Tazewell County (UCTC) feel very strongly that our county ordinance should protect the citizens of Tazewell County because the landowner wind contract does not. However, with the new state mandated ordinance standards, any more restrictive county imposed ordinance would be illegal. **Now more than ever before, it is imperative that you protect yourselves**! The current state and county wind ordinances are woefully inadequate. Future state and county regulations are unknown and largely influenced by wind developers and Governor Pritzker’s climate plan. Members of the community have continued to have a strong presence at all Tazewell County meetings over the past year. Our reason for attending these meetings is because elected county officials still play a vital role in regulating industrial projects.

The landowner wind contract provides vast protection of the wind developers; NOT the landowner. UCTC asked several attorneys to look over the wind contract. They all found problems associated with signing the current contract. Included is a list of a few concerns that stood out to us. Although the payment for signing a wind contract is alluring, please do not sign any contract including a “good neighbor” agreement or allow transmission lines to be placed anywhere on your property without having a good contract attorney look over the contract. Explore the future of technology, and consider the implications this could have on the next generation. We also highly recommend you talk to your neighbors. Projects of this scale have an impact on everyone in the vicinity, and often tear communities and families apart. One of the reasons that UCTC was formed was to inform their neighbors about the pitfalls associated with signing this type of contract and to unite the community. Last year, neighbors gathered at the Mackinaw Valley Vineyard to hear from attorney Clay Moushon, where he red-lined many items in the contract that he felt were problematic. You can still access a copy of Mr. Moushon's red line contract on our website: [*www.uctcil.com*](https://d.docs.live.net/7fc2be3066274e17/Documents/www.uctcil.com). ***The rate at which landowners were signing up has been at a sharp decline since then.***  ***It is for the pride we take in our community, the high value of productive soils, and the inability of the wind companies to address our contract concerns, that we object to placing turbines on prime agricultural lands under such terms that have been presented to us.***

**We strongly urge you to read Mr. Moushon's comments before considering signing a wind contract, including a good neighbor agreement or an easement for a transmission line. The contract will be in effect for nearly 6 decades. A project of this scale affects an entire community and multiple generations of families. We must be good neighbors, protect our property rights, and protect our prime agricultural land for the next generations.**

Tazewell County Community Development (TCCD) staff have been working on their own text amendment to the current ordinance. UCTC was recently given a draft of their text amendment. Unfortunately, the TCCD draft does not meet the safety standards proposed by UCTC.

Continue to stay strong! We have come a long way since this group first started discussing the positive and negative impact that wind energy can have on our community only a year ago. We are proud to be part of a community that respects their neighbors and is grounded in honesty, accountability, and perseverance. The voices of an educated, determined group of citizens can make a difference.

To ensure you are receiving the latest updates, please share your email address with us. You can sign up for email updates on our website or by emailing us at UCTCIL@outlook.com .

United Citizens of Tazewell County

**www.uctcil.com** or find us on Facebook

*Please note all neighbors signatures have been removed for privacy on the internet*

1. Our land could be tied up for as much as 57 years. At the time of signing the contract, **you are not guaranteed a turbine,** you do not know placement, or how many turbines will be on your land. It is a real possibility that there might be one right next to you and you only receive a gravel lane, transmission line, or overhang. If you do not receive a turbine or use your land in any way, **they retain the right to kick you out** of the project. 57 years is a long time especially when it comes to developing technology. We simply do not want ourselves or our heirs to be locked into a project on our land that long. **Simply put, you have a** **lien on your land for up to 57 years.** Think about that.
2. Each attorney we talked to expressed concerns for the landowner and suggested several provisions to protect the landowner. Terms such as reasonably, substantially, related to, from time to time, less than, and considerable are up to anybody’s discretion. **The terms used are vague and open ended.**
3. The contract lays out the fact that there are not only turbines, but overhead and underground transmission lines, communications lines, switching stations, transformers, energy storage facilities, roads, meteorological towers, etc. **The easement covers the entire piece of land with no restrictions.** You are essentially signing a blank check as to what all may be placed anywhere on your land in addition to the turbines themselves. There are many decisions out of the landowner's control.
4. Once you have agreed to the contract, you have lost any course of action if you are negatively affected by any aspects of windfarm operation. **The contract recognizes that the production of wind turbine operation involves electromagnetic, audio, flicker, visual, view, light, noise, vibration, air turbulence, wake, electrical, radio interference, shadow, and other effects attributable to wind turbines, and other wind power activities.**
5. Inflation is based on CPI which has nothing to do with energy with a minimum of 2% per year. A greater concern is that there is no inflation calculated during the development period of 7 years. **The numbers we are looking at today are already outdated** from the time the contract was presented just months ago.
6. The contract states that **we voluntarily waive the right to a trial by jury**. We feel we would want a jury of our peers if the agreement ever came to dispute. In the event of a lawsuit, the costs of mediation will counterbalance any revenue received through the contract.
7. We have seen around the U.S. that it is common for **these projects to be refinanced and sold** after completion. This can happen multiple times. The contract also grants the right without obtaining the consent of the landowner, to grant co-easements, separate easements, or sub-easements to the land. We do not know who we will be working with over the course of 57 years.
8. A major concern that comes up in many conversations is the decommissioning of these turbines. We feel this topic needs to be addressed in greater detail in the contract. **The decommissioning of a turbine could be upwards of $500,000.00** and we do not like the idea of concrete only being removed to 5 feet. This is a big undertaking to fall onto any landowner.
9. We are also genuinely concerned about **what would happen if the company failed**. In Tazewell County each turbine is assigned an individual tax identification number; this is done to protect the farmer from losing their entire property. This is a red flag to us – there is a risk of losing the footprint the turbine and roads sit on, especially if the company goes bankrupt like they are in other areas of our country right now.
10. The contract **does not specify any level of insurance.** This is especially concerning due to the number of lawsuits related to ears ringing because of turbines.
11. The compensation from this project seems small on an after-tax basis in comparison to what is given up over the decades. As we mentioned before, **our concerns are rooted in the long-term implications rather than the short-term financial gain**.
12. It does not matter what promises are made by their sales team or project managers today. They will say anything to make you feel good about signing up, but are reluctant to put it in writing**. If it is not in writing in the contract, it is not a guarantee.**

*This list goes on to include the impact on wildlife, confidentiality, mortgage implications, landowner restrictions and more. To explore more, visit www.UCTCIL.com, get future updates with our emails, and follow UCTCIL on Facebook*

Over the last year, UCTC volunteers have devoted thousands of hours to researching and understanding the zoning of industrial wind turbines. Statistics of existing projects show absentee landowners are more likely to sign up than those who live within the footprint. This highlights the importance of satisfactory siting and zoning at the local level. In July of 2022, UCTC proposed an ordinance to Tazewell County. Every aspect of the proposal was backed by research, studies, turbine safety documents, and real-life turbine incidents. In January 2023, Illinois Public Act 102-1123 took effect and greatly reduced the ability of Tazewell County to regulate the siting of industrial turbines. Due to the lacking regulations for siting, it is important to understand your rights, and lack of rights after becoming a participating landowner.

***“participating”*** *means anyone who is subject to a written agreement with the wind company, that provides an easement, option, lease, or license to use the property in any form. This includes a good neighbor agreement which silences future complaints regarding the effects of the turbines.*

***“non-participating”*** *means anyone who does not sign a contract for ANY reason with the wind companies.*

**Below are some shortcomings of this act you should be aware of** (this list is not exhaustive):

**- Setbacks from nonparticipating properties-** Our research uncovered several reasons that each wind energy tower be set back 3,000 feet or six times its height (whichever is greater) from all non-participants property lines. *The Act allows counties to require setbacks of only 1.1 times the height of the tower from adjoining properties.*

**- Setbacks from outbuildings –** UCTC asked that each tower be set back at least 1.5 times its height from ANY primary structure, which includes machine sheds, workshops, and livestock barns, as well as a half-mile from any large animal shelter building. This is a safety requirement. *The Act does not permit required setbacks from machine sheds, workshops, barns, or large animal shelter buildings.*

**- Setbacks from public roads -** The Amendment would require that each wind energy tower be set back at least 2X its height from any public road. This is for public safety. Recent events in LaSalle County (which has better setbacks than Tazewell County), have required roads to be shut down. *The Act permits a required setback of no more than 1.1 times the tower height.*

**- Shadow flicker –** Residents residing in the footprint asked that the county require that no shadow flicker occur on non-participating properties*. The Act requires non-participating residences or community buildings to accept up to thirty hours of shadow flicker per year.*

**- Noise** – UCTC feels strongly that non-participating properties should receive sound of no more than 38 dBa from a wind energy system. This is already above the average levels of a rural residence and for every ~10 decibels sound is perceived to double. *The Act refers to the Illinois Pollution Control Boards regulations (up to 60 or 70 dBa of low-frequency sound)*

**- Road use** - The Amendment would require that the developer improve any roads used
during development by bringing them up to a load limit of at least 80,000 pounds once development is complete. Language should be detailed and not contain subjective terms up to anybody’s discretion. *The Act allows the developer merely to be held responsible for reasonable costs relating to roads impacted by construction.*

**- Soil productivity -** The Amendment would require that wind farms be located on sites where at least 75% of the soil has a productivity index under 125. This came from the Tri County plan, and as you know, Tazewell County has some pretty productive soil that is worth protecting! *The Act contains no such restriction.*

**- Pre-application meeting –** UCTC’s proposed ordinance would require a public pre-application meeting be held with representatives from multiple county and township officials. This creates transparency for ALL involved in a project of this scale. *The Act contains no such requirement.*

- Additional asks of UCTC that will not be met under state limitations include, but are not limited to, **enforcement funds, insurance requirements, and a robust decommissioning plan** to withstand the life of a 57 year contract.We asked for an enforcement fund which the county can draw upon to investigate, and enforce mitigation of, complaints about the project, as well as a decommissioning plan completed by an independent certified engineer.