

IN THE STATE OF WASHINGTON
COUNTY OF KITTITAS

KITTITAS COUNTY BOARD OF COUNTY)
COMMISSIONERS SPECIAL MEETING)
RE KITTITAS VALLEY WIND POWER)
PROJECT)

VERBATIM TRANSCRIPT OF PROCEEDINGS

May 3, 2006
6:00 p.m.
Kittitas County Fairgrounds
Ellensburg, Washington

HEARING BEFORE THE KITTITAS COUNTY
BOARD OF COUNTY COMMISSIONERS

REPORTED BY:
LOUISE R. BELL, CCR NO. 2676

1 APPEARANCES:

2 KITTITAS COUNTY BOARD OF COUNTY COMMISSIONERS:

3 COMMISSIONER DAVID BOWEN, Chairman

4 COMMISSIONER ALAN CRANKOVICH

5 COMMISSIONER PERRY HUSTON

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1 CHAIRMAN BOWEN: It is Wednesday, May 3rd,
2 6:00 p.m. We are at the Kittitas County
3 Fairgrounds Home Arts Building. We are here for
4 continued public hearing to consider the Kittitas
5 Valley Wind Power Project, Z-2005-22, submitted
6 by Sagebrush Power Partners, LLC.

7 I'm going to go ahead and start out today
8 with some declarations. And start with myself.
9 Last Friday morning I had a brief discussion with
10 Commissioner Huston on which of us would talk to
11 staff about the prehearing meeting with the
12 proponent and the subject matter. It was decided
13 that I would, as Chair, and which made sense, so
14 I spoke with CDS Director Piercy regarding the
15 prehearing meeting.

16 He indicated he advised them to specifically
17 answer the commissioners' questions from the
18 transcript the applicant had indicated they
19 thoroughly reviewed --

20 And I will slow down.

21 Format or structure of the response was not
22 part of the discussion.

23 Spoke with Chief Civil Deputy Prosecutor
24 James Hurson, who gave me a similar account of
25 the events of the prehearing meeting. Which he

1 left in the middle of to join me on my field trip
2 to the Hopkins Ridge.

3 I'm trying to think. I did ask Director
4 Piercy to put together a history of this
5 particular application for me to make sure that
6 as I get later on in my testimony that I was --
7 was correct in my assumptions and what I was
8 pulling from the record.

9 And everything else was just process stuff
10 with Deputy Prosecutor Hurson.

11 So with that, is there anyone here who
12 wishes to object to my continued sitting in
13 hearing on this application?

14 Seeing no one wishing to object,
15 Commissioner Crankovich.

16 COMMISSIONER CRANKOVICH: Thank you,
17 Mr. Chairman. Other than Jim Hurson stopping
18 briefly by my office today to see if there was
19 anything I needed, which my reply was no, that I
20 was doing fine with the information that I have
21 before me, I have nothing to declare.

22 CHAIRMAN BOWEN: Hearing those declarations,
23 is there anyone who wishes to object to
24 Commissioner Crankovich continued sitting on this
25 public hearing?

1 Seeing no one, Commissioner Huston.

2 COMMISSIONER HUSTON: Well, let's see. You
3 dealt with process questions, so I have not
4 talked to staff. I have not talked to
5 Mr. Hurson. I have the Development Agreement
6 dated May 1, 2006, which was delivered to us
7 May 1, 2006.

8 Other than that, I don't believe I've talked
9 to anybody.

10 CHAIRMAN BOWEN: Okay. Hearing those
11 declarations, is there anyone wishing to object
12 to Commissioner Huston's continued sitting in
13 hearing on this issue?

14 Seeing no one, everyone will remain seated.
15 Thank you.

16 I'm going to go ahead and start with an
17 opening statement that I drafted up. I spent a
18 lot of time the last five days going through the
19 record. Got a box, I didn't bring it all, but
20 the pertinent information is sitting here next to
21 me. And I spent a good portion of this morning
22 trying to collect those thoughts and put them in
23 order.

24 And what occurred to me is as I left the
25 last meeting, I had the sense that I need to

1 clarify the record a bit. The correspondence
2 from the proponent implied the County has
3 unreasonably delayed this process, that we may
4 not be acting in good faith.

5 It also implies that they have made great
6 sacrifices in adjusting the number of turbines
7 proposed at the project.

8 I want to take a few minutes to discuss the
9 application time line; staff involvement; the
10 number of proposed turbines, based on information
11 in the record; and the decision to point out
12 174-turbine option known as Alternative A,
13 Page 2-39 of the DEIS, which within the record
14 states it was considered but rejected for various
15 reasons by the applicant prior to initiating any
16 application process.

17 We need to remember this is the proponent's
18 application. County staff have hundreds of
19 applications to review and follow up on. The
20 best any staff member can do is answer questions
21 about process and stay away from giving technical
22 advice for appearance of fairness or legal advice
23 by state statute.

24 The previous decision to apply directly to
25 EFSEC for preemption with their previous proposal

1 was a business decision made by the proponent.
2 To imply that that time period spent with EFSEC
3 was an unreasonable delay by the County is a
4 blatant distortion of the facts.

5 The application was received on October 14,
6 2005, and after receiving supplemental
7 information was accepted as complete on
8 December 2nd, 2005. That's noted in Book 1,
9 Proposed Findings of Fact and Conclusions by
10 Kittitas Valley Wind Power Project December 30,
11 2005, Page 1.1, Executive Summary.

12 It was concluded to ensure appropriate
13 public comment and to accommodate a busy holiday
14 schedule, the public hearings would begin on
15 January 10, 2006. They were continued to January
16 11 and January 12th, giving adequate time for the
17 proponent, the public, and staff to present their
18 information. The county staff was complimented
19 by Erin Anderson for being with them every step
20 of the way.

21 The Kittitas Board of County Commissioners
22 continued their portion of the hearing to
23 January 26, February 7, and February 13 for
24 purposes of keeping track of Planning Commission
25 progress and to propose scheduling for the BOCC

1 review of the Planning Commission record.

2 The Planning Commission continued their
3 hearings to January 30th. The proponent had a
4 conflict with the 24th date which was originally
5 proposed. The Planning Commission completed
6 their deliberations on January 30th. Staff
7 prepared Planning Commission Findings of Fact,
8 documents which were delivered to the BOCC on
9 February 13th.

10 The applicant was given an opportunity to
11 respond to the deliberation and conclusions that
12 arose from the record during Planning Commission
13 deliberations.

14 On February 21st, 2006, to give ample time
15 for public review and preparation for comment,
16 the BOCC continued the hearing on March 29th and
17 30th. The applicant's response was received by
18 the BOCC and the public on March 15, 2006.

19 March 29th and 30th BOCC public hearings
20 were held to receive comment from staff, the
21 proponent, and the public. The hearing was
22 continued to April 12th, giving the BOCC time to
23 review the newly presented testimony and prepare
24 for deliberations.

25 At the April 12th meeting the Board

1 indicated several topics of concern, requested
2 response from the applicant, and agreed without
3 objection from anyone in the room and with a
4 positive response from the proponent to have the
5 commissioners conduct individual site visits.
6 The hearing was continued to April 27th.

7 The site visits were conducted at Hopkins
8 Ridge near Dayton, Washington, on April 19th,
9 20th, and 21st. Hopkins Ridge was selected
10 because it had turbines and towers similar in
11 size to those proposed on the project before us.

12 On April 27th we met in open public hearing
13 to discuss our site visits and the applicant's
14 response dated April 25th, 2006 to the request
15 from the April 12th meeting.

16 The response from the applicant read like a
17 legal brief. Inserted into the record an
18 irrelevant April 2001 date in regards to
19 Alternative A, a 174-tower project that was
20 considered and rejected by the applicant years
21 before any application was submitted to anyone.

22 The only technical information I found
23 associated with the 174-tower project was
24 Figure 2-6 in the DEIS that shows towers ranging
25 from 100 feet to 400 feet in height. No power

1 production projections are given.

2 The five bullet points on Page 1 of the
3 brief made it clear that the applicant had read
4 the transcript and understood there were issues
5 to address.

6 The consistent issues from each commissioner
7 were reflected in the fourth bullet point.
8 Proposed setbacks that address shadow flicker and
9 visual impacts while maintaining an economically
10 viable project was the verbiage used in the
11 brief.

12 Statements such as "reasonable period of
13 time" and "longstanding good faith efforts" are
14 included, which appears to be legal posturing for
15 future EFSEC meetings.

16 This project comes down to compatibility
17 with neighboring land uses. I believe there may
18 be more parcels involved, but using Table 3.2-5
19 within the DEIS dated December '03, I counted at
20 least 126 parcels.

21 Information in the record shows there are 60
22 residences within one mile. 43 non-participating
23 landowner structures within 3230 feet. 41 within
24 3000 feet. 27 within 2500 feet. 16 within
25 2000 feet. And 9 within 1500 feet.

1 Setbacks, whether mitigation or safety, from
2 these locations and non-participating property
3 lines are based on the following criteria
4 contained in the record. Safety: 541 feet,
5 based on tower heights and ice throw criteria.
6 Noise: 1000 feet, based on the EDNA criteria.
7 Visual impacts: Measured at four-tenths of a
8 mile, which is 2112 feet, used as the closest
9 criteria. That was the closest point of
10 measurement for visual impacts. And shadow
11 flicker: 200 feet to 3300 feet, criteria based
12 on testimony of Andrew Young in regards to
13 Exhibit No. 15 in Book 1 of the Proposed Findings
14 of Fact and Conclusions for Kittitas Valley Wind
15 Power Project dated December 30th, 2005, and a
16 letter written September 18th, 2003, by Chris
17 Taylor, Page 3-181 Desert Claim Wind Power
18 Project, Final Environmental Impact Statement.
19 Both noted in the record as experts in the field
20 of wind turbines.

21 Contour maps highlighted Andrew Young's
22 testimony, Exhibit No. 15: Anything -- and this
23 is quoted: Anything outside the burgundy line is
24 less than 24 to 25 hours per year and is
25 insignificant and extends 1 kilometer or more

1 than 3300 feet.

2 Chris Taylor's correspondence indicates that
3 any receptor beyond 2000 feet would not be
4 subject to shadow flicker. This indicates to me
5 that although safety and noise impacts can be
6 mitigated in the proposed 1320 feet, the visual
7 impacts and shadow flicker cannot.

8 If I base the setback on the criteria in the
9 record, it appears to be appropriate to use
10 somewhere between 2000 and 3300 feet from
11 non-participating landowners.

12 My site visit resulted in my having a
13 comfort level with proposing a minimum 2000 feet
14 from a non-participating property line and a
15 minimum of 2500 feet from a non-participating
16 landowner's residence. These observations
17 correspond with the criteria in the record.

18 What does that do to the number of turbines?
19 The April 25th, 2006 brief has a chart that shows
20 a number of turbines proposed at different
21 stages. 174 down to 65 if a person read it
22 without having the rest of the story.

23 I referred to a memo from Horizon Wind
24 Energy dated March 30th, 2006. It mentions the
25 range in the December 2003 DEIS from 82 to 150

1 turbines, and the August 2004 draft supplement
2 continues to reference those same numbers.
3 Followed by a December 2005 addendum to the DEIS
4 at Page 2-1 indicating 80 turbines. Now we are
5 at 65.

6 Final page; I'm almost there.

7 How did we get there? Visual impacts were
8 assessed at specific points around the project,
9 so based on terrain, towers were removed that
10 helped diminish the effect from that specific
11 viewpoint. Drive up the road a mile or down the
12 road a half mile and you would have a different
13 visual impact that may or may not have been
14 diminished by the changes at the last viewpoint.

15 It seems to me that setbacks from
16 non-participating land owners are the crucial
17 criteria. Removing towers solely to reduce
18 visual impacts from a randomly chosen, specific
19 point, rather than from an existing permanent
20 structure, is failed logic, in my opinion.

21 The brief states that they have presented
22 approximately a 50 percent reduction in the
23 number of towers. If you read the charts in the
24 record, you will see that with the choice of
25 technology, the tower they propose to use is

1 rated at 3 megawatts. And the draft EIS only
2 covers the installation of 82 of them.

3 The current proposal of 65 is approximately
4 a 20 percent reduction in the number of turbines,
5 or 17 towers. The difference in the 82 and 150
6 towers also includes overall height difference of
7 410 feet versus 260 feet. I will assume that the
8 174 towers brought up earlier are even smaller in
9 height and production capacity, but there is
10 nothing in the record evaluating them to confirm
11 that fact.

12 The final item I wanted to touch on in the
13 brief presented April 27, 2006 is the statement
14 that the 1320-foot setback distance would further
15 minimize visual and shadow flicker effects to
16 three existing non-participating residents. That
17 could be read to infer that there are only three
18 residences near the project, when in fact there
19 are at least 43 non-participating landowner
20 structures within 3230 feet, which is .61 miles
21 or less than a kilometer.

22 Those are the facts that I dug out of
23 record, based on what was presented to us at the
24 last hearing. And I just -- to infer that staff
25 hasn't been helpful and to almost I guess

1 dissolve yourself, move yourself away from what's
2 presented or what the record is or the
3 application itself was disingenuous, in my
4 opinion.

5 That's pretty much my opening statement.

6 We did receive the Development Agreement on
7 Monday afternoon, as Commissioner Huston
8 presented. I don't know if -- I wanted to give
9 the two commissioners a chance to add anything
10 they wanted to my statements and give staff an
11 opportunity to fill in any holes that I might
12 have left out.

13 So Commissioner Crankovich, anything to add
14 at this point?

15 COMMISSIONER CRANKOVICH: I don't have
16 anything to add to your -- your observations. I
17 did go through the Development Agreement. So
18 Commissioner Huston, do you have anything to add
19 to the Chairman's opening statement?

20 COMMISSIONER HUSTON: Not regards an opening
21 statement. There are a number of issues in the
22 Development Agreement itself that I think need to
23 be clarified or even amended. But that can
24 certainly wait until we hear staff's
25 presentation. And probably I can avoid

1 redundancy by listening to what they have gleaned
2 out of the document, if anything.

3 CHAIRMAN BOWEN: Okay, thank you. Staff,
4 are you prepared to add anything to what I had to
5 say or to move on into the Development Agreement?

6 MR. DARRELL PIERCY: Mr. Chairman, members
7 of the Board, for the record, Darrell Piercy,
8 Director of Community Development Services.

9 I would just like to add for the record that
10 we have provided to the Board of County
11 Commissioners three documents this evening that
12 they have in their possession that were not
13 previously in the record.

14 One has been identified as the Development
15 Agreement, which was delivered to Community
16 Development Services at a 3:57 p.m. on May 1st of
17 2006.

18 The second item is a verbatim transcript of
19 the hearing of Thursday, April 27th. It is now
20 available and has been provided to the Board of
21 County Commissioners.

22 And then we did produce and provide, as
23 Chairman Bowen has indicated, a project history.
24 That was identified and discussed by Commissioner
25 Bowen, but each of the three commissioners have

1 received a copy of that document.

2 Copies of all of these documents are
3 available should the public desire to have those,
4 and we will very shortly have a copy of the
5 Development Agreement posted on our website for
6 anyone who would care to review that online as
7 well.

8 Commissioner -- commissioners, we have as a
9 staff, both your legal counsel and your community
10 development staff, have had an opportunity to
11 review the Development Agreement, we are prepared
12 to address comments in regards to that; we are
13 prepared to go through it element by element in
14 terms of issues that we have seen. And if you'd
15 like, we're certainly prepared to do that.

16 Or we're here as a resource to answer any
17 questions that you might have as well. However
18 you would like us to proceed, we're very happy to
19 do that.

20 I think we should also indicate that our
21 concern that was expressed at the last hearing in
22 regards to the new information that was being
23 introduced to the public record as a result of
24 the response from the applicant continues to be a
25 concern of staff.

1 As was touched on briefly by Commissioner
2 Bowen, we believe that the matrix that is located
3 within that document does, in fact, introduce new
4 evidence that was not in the record prior to that
5 evening. And in the citations that were given as
6 part of the testimony by the applicant, we can
7 find where there's no specific documentation
8 where much of the numerical information that was
9 provided both in terms of tax revenue and in
10 terms of revenue associated with individual
11 landowners was, in fact, consistent with any
12 other documentation that we could find in the
13 record, including those citations that were
14 provided by the applicant.

15 I'd be happy to proceed however you wish,
16 Mr. Chairman.

17 CHAIRMAN BOWEN: Mr. Hurson, anything you
18 want to add?

19 MR. JAMES HURSON: I don't have anything to
20 add, unless you have some questions and want
21 further clarification on any of the issues
22 raised.

23 CHAIRMAN BOWEN: Commissioners, do you want
24 to hear staff's view of the document, or do you
25 want to go ahead and get yours out now? And have

1 staff comment on those as well as their
2 observations?

3 COMMISSIONER CRANKOVICH: I'll defer to your
4 choice. It makes no difference to me.

5 CHAIRMAN BOWEN: You look poised and ready,
6 Commissioner. Why don't you --

7 COMMISSIONER CRANKOVICH: Okay. I will use
8 the draft Development Agreement before me. As
9 you can see, I've tagged several things. And
10 I'll start in order of what has been my requests
11 at this point.

12 Page 10, Article 5.8 regarding road
13 degradation, monitoring, improvements, and
14 mitigation, it is stated that that portion of
15 Hayward Hill Road that will be used for the
16 project construction and operations of
17 approximately two miles will be improved to a
18 22-foot gravel road from Bettis Road to Kittitas
19 Reclamation District Canal.

20 And as I've identified prior, in the
21 additional recommended mitigation measures under
22 fire protection, it specifically points out that
23 there should be an improvement to the southern
24 portion of Hayward Hill Road which comes from
25 Highway 10. And I'll read it verbatim here:

1 Implement the terms of any negotiated
2 agreements between Fire District No. 1 and the
3 applicant regarding improvements to the southern
4 portion of Hayward Hill to ensure adequate fire
5 protection to this project area.

6 One thing I do want to point out, and this
7 is with all due respect: Fire department
8 personnel do not make the decision on any
9 improvements that will be made or be required to
10 be made. This board does.

11 So with that said, I am going to continue my
12 stance that the whole Hayward Hill Road will be
13 improved.

14 It also points out that Bettis Road will
15 be -- let's see, the portion of Bettis Road that
16 will be used for project construction and
17 operation approximately 1.45 miles from State
18 Highway 97 to Hayward Hill Road will be improved
19 following construction to current Kittitas County
20 road standards applicable to this section of
21 road.

22 My original request was that the entire
23 Hayward -- or entire Bettis Road be improved. I
24 am willing to give this consideration if -- you
25 know, what's in the Development Agreement if any

1 and all project traffic will be restricted to
2 this area. If they start to use all of Bettis
3 Road, then I'm going to expect that the entire
4 road be improved.

5 And those are just the road things that are
6 near and dear to my heart.

7 One thing that I see on Page 4 -- I'll step
8 back a page -- is the applicant agrees to abide
9 by the proposed SEPA mitigation measures
10 contained in Exhibit D as well as the development
11 standards set forth in this agreement.

12 And so I guess that leads me to -- I have
13 some points for clarification, I guess. Under --
14 on Page 11 under 5.14, turbine setbacks from
15 residences, it's been -- it is stated here that a
16 setback of one-quarter mile or 1320 feet shall be
17 maintained between project turbines and existing
18 residences and neighboring landowners who have
19 not signed agreements with the applicant.

20 And going back to the proposed SEPA
21 mitigation measures -- and this is under minimize
22 risk of ice throw and to minimize risk of tower
23 collapse and blade throw. And I'll read this:

24 In order to prevent ice from causing a
25 potential danger, the propose turbines would be

1 located at least 1000 feet from any residences.

2 Now, the 1000 feet doesn't coincide with the
3 1320, and I was just wondering how that is.

4 And it leads me into another question of
5 this, you know -- and we have to consider public
6 health, safety, and welfare. By signing an
7 agreement to allow turbines to be closer than
8 what has been identified as a safe area in your
9 proposal, you know, how can that not be
10 considered a safety risk? And at what point,
11 even by them agreeing to such, does the risk, you
12 know -- is it minimized by allowing turbines to
13 be placed closer? This is -- you know, we're,
14 we're here to protect the overall health, safety,
15 and welfare, and so this is under your mitigation
16 measures for ice throw.

17 Then in the tower collapse it -- the
18 applicant proposes setbacks of at least the
19 height of the tower plus the blade overall tip
20 height from any public roads and residences. So
21 that to me contradicts the minimum -- the minimal
22 risk of ice throw measures that are identified.

23 It also -- there is a number of -- it
24 identifies 328 feet from public roads. Will also
25 be equipped with fail-safe ice and sensor system.

1 How is the magic number of 328 feet arrived at?

2 It, it says the tip height would range from
3 260 feet to a high of 410 feet. I believe in the
4 record up to this point that 260 feet would be --
5 that those towers wouldn't even be considered,
6 due to the reduced number proposed for the
7 project.

8 And let's see. So those -- I guess those
9 are questions that I have of inconsistencies that
10 I see from the proposed setback to what is also
11 contained in the record.

12 With that, my opinion is that 1320 feet is
13 inadequate. After seeing firsthand the project
14 in Dayton and seeing that even in the project the
15 closest home was a half a mile identified, give
16 or take, so I'm going to assume that it's
17 2500 feet-plus. I did locate one outside the
18 project that was, I believe, within a quarter of
19 a mile. But everything else was -- that I could
20 find was in the half-mile or more range.

21 My requirement would be -- Commissioner
22 Bowen set out 2500 feet. I would, I would
23 suggest one-half mile from non-participating
24 landowners. And this could be accomplished by
25 either turbine relocation, elimination, and there

1 is an alternative that was presented in -- in
2 information that you provided into the record of
3 some level of compensation for non-participating
4 landowners. And I would leave that up to what
5 you would come up with.

6 So with that -- and also, as I identified in
7 my visit to Dayton, the noticeable noise levels.
8 And I purposely measured very identifiable shadow
9 flicker of out beyond 1500 feet. And it is
10 contained within the record that 2000 feet-plus
11 would virtually eliminate that.

12 So that's what I have right now.

13 CHAIRMAN BOWEN: Thank you. Commissioner
14 Huston?

15 COMMISSIONER HUSTON: Somewhat peculiar to
16 the EFSEC process, I guess I'd remind everybody
17 we're dealing with what is a draft Environmental
18 Impact Statement other than a final -- rather
19 than a final Environmental Impact Statement to be
20 the norm in a county process. Nothing we can do
21 about that; I just make that observation.

22 So I am basing my comments on, in fact, what
23 is a draft plan and, needless to say, reserve the
24 right to intercede should the final be remarkably
25 different from the draft, because obviously that

1 sets things back into another discussion.

2 That said, going through the Development
3 Agreement, keep in mind that I've always been the
4 proponent of site-specific evaluations, so
5 specific to this site I'm not comfortable with
6 what was an ongoing litany in terms of different
7 plans and studies that would be provided prior to
8 construction. Which obviously implies after the
9 permitting process has been completed.

10 Now, I understand that arguably there are
11 some teeth prior to the construction process;
12 however, there's more teeth prior to the actual
13 permit being issued. Specifically, we had a
14 variety of emergency plans referenced that would
15 be completed prior to construction. Storage and
16 spill plan prior to construction. The FAA
17 certificates.

18 Because of the proximity to residences, I'm
19 not convinced that we don't need more detail in
20 terms of those plans prior to my being able to,
21 to grant any kind of an approval to the project.

22 Commissioner Crankovich has chatted about
23 the roads. I think we do need to firm that
24 language up considerably. Such phrases as
25 "restore to as near a condition as possible"

1 makes me a little nervous and is arguably in the
2 eye of the beholder. We don't let the
3 construction industry build the roads to "county
4 specs or close." You build them to
5 specifications, and that's the way it works.

6 In terms -- well, let's just cut to the
7 chase. In terms of setbacks, the one thing that
8 I do think we need to lay to rest right now --
9 and the Chairman had actually dealt with it in
10 some detail and with some effectiveness, I might
11 add. But looking at Page 15 of your Development
12 Agreement, Section 7, we still have some level of
13 plausible deniability, which we're just going to
14 have to dispense with; what, the second
15 paragraph, third sentence -- second sentence:

16 Other potential impacts, such as shadow
17 flicker, noise impacts are not significant
18 adverse impacts due to the distance of the
19 turbines from potential receptors.

20 That is contradictory to Page 22 of your
21 statement of conditions, where in fact it's
22 identified that the distance does not mitigate
23 those measures and other mitigation measures are
24 proposed. The documents have to add up. And I
25 understand that there was some effort at the last

1 hearing to detach oneself from that statement,
2 but you'll prove to be quite unsuccessful, based
3 on the information in the record now, for this
4 commissioner.

5 There's been discussion of setbacks. Again,
6 going back to my particular site visit, I
7 measured a distance of 1644 feet upwind. I could
8 still hear these things. And it was quite
9 noticeable. I'm not going to suggest it was
10 deafening, but I am going to suggest that based
11 on 85 percent projection in terms of the
12 operating rate which is in your documents, that
13 would be approximately 20 hours a day, 7 days a
14 week, or some other combination. I'm not
15 convinced that we've mitigated that.

16 And before I begin to lose the sense of
17 these things looming over me, I took a measured
18 distance of 2760 feet, which interestingly enough
19 is falling into the same general discussion range
20 of my fellow commissioners, based on independent
21 analysis and independent review of the records.

22 So it strikes me that the notion of a
23 half-mile to 3000 feet is probably where we're
24 coming to in terms of a non-participating
25 property owner.

1 Now, I'm prepared to listen to discussion in
2 terms of property owners waiving parts of those
3 setbacks. It's going to have to be recorded in
4 the form of CCRs or some other document that runs
5 with the title of the land. But at this point I
6 guess I'm prepared to hear the argument that
7 people can waive their right to not hear
8 something when 1644 feet away.

9 I'm not going to violate the safety
10 setbacks. We've had that suggestion before.
11 Even voluntarily I'm not going to let people
12 enter into that ice throw, tower collapse, blade
13 toss range that we have identified.

14 I would listen to someone waiving what I'm
15 going to call probable significant adverse visual
16 impact in terms of individual non-participating
17 residences.

18 Now, I'm making a distinction between
19 protection of a distant viewshed. That's
20 different. And I'm not going to ask the property
21 owners between Ellensburg and the Stewart range
22 to not do anything to preserve my view of the
23 Stewarts. That's a different concept, and I'm
24 not talking about that.

25 I'm talking about living day-to-day with a

1 huge mechanical object looming overhead. And as
2 I said, from personal perspective I didn't begin
3 to lose that sense, again, at a measured distance
4 of 2760 feet.

5 There's been the introduction of economic
6 viability in terms of the project, and I submit
7 from my perspective that's a business decision.
8 There's been nothing introduced into the record
9 in terms of what is a critical mass, that you
10 have to site 20 or 50 or 200 towers to make it
11 economically viable, so I have nothing to base
12 those numbers on.

13 Nor do I have to recognize the notion that
14 there are not alternate sites for this type of
15 activity, because obviously there are; we've
16 already approved one.

17 So I don't find that the discussion of how
18 many towers is necessary to make it a viable
19 project either in the record or, as such,
20 compelling in terms of our discussion today.

21 Let's see, where am I? I believe those are
22 the significant points that I would need to
23 have --

24 Oh, excuse me, one more thing. It's just a
25 curious anomaly and maybe it's just a typo, but

1 the road standard generally calls for a maximum
2 grade of 12 percent. And in one part of your
3 documents it parallels that and then repeats the
4 variance process; and then another part of the
5 document it calls for 15 percent maximum grade,
6 so that might have just been a contradiction,
7 perhaps not a significant point.

8 I believe that concludes my comments for the
9 moment, Mr. Chairman.

10 CHAIRMAN BOWEN: Thank you. Anything else
11 to add, Mr. Crankovich?

12 They have hit everything that I highlighted
13 in here, and I used green and red, trying to get
14 some -- break up my evening, actually, as I was
15 working on this until about 1:30 in the morning.

16 Staff, anything we've missed or you think we
17 should be thinking about or looking at?

18 COMMISSIONER HUSTON: Actually,
19 Mr. Chairman, if I might, before we move to that,
20 I don't have a specific observation in terms of
21 the decommissioning language, but I also didn't
22 have in front of me the templates that we've used
23 in the past, so it may be fine.

24 I read through it and it struck me that
25 there was a little bit of ambiguity in parts of

1 it. But I'll defer to staff and Legal if it
2 hits -- I had no objection to the numbers. They
3 seemed to be based on some methodology that made
4 sense within in the past; and I still concur with
5 the notion that if it's a regulated public
6 utility that takes the project over, then they
7 fall under a number of very stringent
8 regulations. I didn't necessarily have that
9 problem.

10 But in terms of the comparison of the
11 guaranties, the letters of credit, and
12 performance bonds, I just couldn't dredge up in
13 my mind whether those spoke to the issues that
14 we've had in the past performance guaranties and
15 that sort of thing. So at some point staff might
16 make comment on that.

17 CHAIRMAN BOWEN: Go ahead, Darrell.

18 MR. DARRELL PIERCY: Mr. Chairman, members
19 of the Board, for the record, Darrell Piercy,
20 Director of Community Development Services.

21 We are prepared to address at least a couple
22 issues associated with the decommissioning, and
23 there are several other issues within the
24 document body itself that while well-addressed by
25 the Board, we would like to continue to address

1 at least those items just for the record.

2 So if we may, I'll go through this document
3 almost page-by-page to highlight some of those
4 issues in which we found that there were concerns
5 or at least discrepancies. Some of them border
6 on minor, I will admit. However, if we're going
7 to have this as a document that serves as a
8 solid, valid contract, we feel that these issues
9 needed to be clarified.

10 First off, on Page 4, if I could direct your
11 attention to Page 4, Item F, it talks about a
12 Consolidated Development Activities application.
13 CDS no longer uses a Consolidated Development
14 Activities application. I believe this was
15 lifted from a previous document associated with
16 the Wild Horse Wind Power Project. This was
17 actually forwarded to us on a rezone application;
18 and just for clarity, I think the document should
19 accurately reflect the application that is before
20 us.

21 Further on in that document, there's no
22 discussion in regards to the updated amendment to
23 the draft Environmental Impact Statement. We
24 could not find that discussion in regards to that
25 being an element of the application in any of the

1 discussion regarding the draft EIS or the SEPA
2 process. We do feel that there should be a
3 recognition that a specific addendum to the SEPA
4 document was developed and included in the record
5 as part of this application.

6 Item -- on Page 5, Item I, we believe that
7 this should be referred to as a "previous" draft
8 was the subject of a comment period and a hearing
9 before the Kittitas County Planning Commission.

10 This current draft was not, and that is at
11 least an item that I think should be reflected in
12 the record, that the document has been modified
13 in some ways and it is different than what was
14 reviewed by the Planning Commission.

15 Again, on Page 6 where we've discussed the
16 draft EIS, there's again no discussion of the
17 addendum that was done to the draft EIS. Again,
18 we feel that that environmental documentation
19 should be reflected in that definition as well.

20 On Page 7, Item 2.14, the -- the definition
21 is a different and new definition than we have
22 seen in previous documents. We are at a loss as
23 to why "loss" was included; and there's no pun
24 intend on that, by the way; I apologize for that.
25 But we are just are unsure why the wording from

1 previous documents has changed.

2 The same is true in 2.18. Substantial
3 completion was defined in previous documents,
4 documents that have been approved by the Board of
5 County Commissioners for another wind farm
6 project. In this case "for sale and commercial
7 quantities" has been added to this definition;
8 and frankly, we know that we had substantial
9 discussion in regards to the discussion and the
10 definition of "substantial completion" as we went
11 forward on the Wild Horse project and feel that
12 this is a concern that would have to be addressed
13 in some fashion.

14 There are a number of citations in the
15 document that talk about turbine height and
16 setbacks associated with turbine height. I think
17 the commissioners actually addressed that very
18 well. I won't go into those each time in detail,
19 but staff was concerned in regards to the
20 discrepancies between the safety zone setback and
21 the setback from participating structures and the
22 setback from public roads.

23 This was a topic that has been discussed in
24 numerous occasions and other projects before you
25 for consideration of this nature. The safety

1 setback has been one that has always been
2 determined to be important; in other words, we
3 need to protect people sometimes from themselves.
4 And setting a safety setback from existing
5 residents, whether they're project or non-project
6 participants, has been a concern in the past and
7 I think would probably continue to be a concern
8 in this document as well.

9 Staff also noted on Page 9 the issue of the
10 12 percent grade and how that might be exceeded.
11 And continuing the language on Page 10,
12 identifying -- a statement in which "approval
13 shall not be unreasonably withheld."

14 There is a process to go through for a
15 variance on grades. It oftentimes becomes an
16 issue of whether emergency service vehicles can
17 access those roads. It does deviate from county
18 road standards, and I think it should be noted
19 that that would be a deviation and we'd have to
20 go through an appropriate process.

21 In terms of overall roadways, one of the
22 things that is not specifically addressed in this
23 document, and I think it is a concern of staff,
24 is the substantial number of trucks and concrete
25 vehicles that will be traveling county roadways

1 as a result of this application were it to be
2 approved.

3 Contrary to other applications of this type
4 that have been approved by the County, this
5 particular project does not propose any batching
6 on site, which means all materials associated
7 with turbine construction -- which is substantial
8 in terms of the number of cubic yards of material
9 that would be utilized -- will need to travel
10 county roadways and perhaps state highways.

11 I believe that we should have some
12 identification as to what those routes are, when
13 the times of travel would take place, how many
14 trips per day would be anticipated; and also the
15 condition of those roadways should be examined as
16 an element of this agreement as well.

17 And it doesn't specifically address the
18 scope of that delivery service, which we feel is
19 very important in terms of this application.

20 On Page 11 there's a discussion in regards
21 to the access of publicly owned lands. It says,
22 "Lands associated with the project," and since
23 the project does in fact include publicly owned
24 lands, certain public access restrictions are
25 placed into the document that I don't believe

1 have been discussed as specific to this project
2 in the past.

3 I think there would need to be additional
4 review of this issue, since active recreation
5 activities such as camping and off-road vehicle
6 usage would not be allowed, consistent with this
7 Development Agreement, and I'm not sure that is a
8 statement that has been made to the public prior
9 to this point and would not be one that I suspect
10 that many people would be supportive of.

11 Going to Page 13, there's a discussion on
12 decommissioning, funding, and surety. First off,
13 it references a document, an addendum to the
14 document. Let me get the wording correct. There
15 is an exhibit to the document, Exhibit F, which
16 identifies a cost for decommissioning. This
17 exhibit addresses the decommissioning of 64
18 turbines, with their document now indicating that
19 the proposal is for 65 turbines.

20 I suspect that they're not proposing that
21 one turbine remain after decommissioning, so the
22 numbers associated with the decommissioning plan
23 are not accurate in relationship to the overall
24 project of 65.

25 On Page 14, Paragraph C, there's a guaranty

1 section that is now included in this document.
2 You may recall that this was a very lengthy
3 discussion point in regards to the development of
4 the decommissioning element of the Wild Horse
5 Wind Power Project when that was approved.

6 This section was removed from that project.
7 In essence, this paragraph puts on -- the burden
8 of any decommissioning on the good faith and good
9 name of the company that has ownership of the
10 project, with some criteria being identified for
11 that. That was rejected as part of a discussion
12 for the Wild Horse project, and that did not meet
13 the criteria or the concerns of the County that
14 there be a strong and vibrant guarantee that the
15 project was able to be properly decommissioned.

16 On Page 15, Item No. 7, the second
17 paragraph, it refers to project and equipment
18 design, safety setback zone as described in
19 Section 5.17. There is no Section 5.177 in this
20 document. So we're not sure which section that
21 is referring to. I suspect it was one that was
22 earlier in the document than 5.17, but that is an
23 inaccurate reference.

24 On Page 19, Section 10.2, although we are
25 not yet sure what the effect of this change in

1 wording is, there's a significant reduction in
2 the overall language of this binding effect
3 section from a previously approved agreement with
4 the Wild Horse Wind Power Project.

5 I'm not sure Jim will be able to speak to
6 that tonight, but he is aware of that reduction;
7 and whether or not he's had an opportunity to
8 fully identify what that reduction language might
9 mean, we're not sure of the purpose at this time
10 and just note that for the record, that there is
11 a fairly substantial reduction in the language
12 associated with that section.

13 With that, that would conclude our remarks
14 at this time, in regards to the document before
15 you for consideration, from Community Development
16 Services. I believe that Mr. Hurson does have
17 some additional thoughts and comments.

18 CHAIRMAN BOWEN: Thank you, Mr. Hurson; go
19 ahead.

20 MR. JAMES HURSON: Yes, Jim Hurson, Deputy
21 Prosecutor. I'll try not to repeat some of the
22 comment the commissioners had, I already had, and
23 many that Mr. Piercy had too.

24 There are some other language changes,
25 however, like Page 7 -- I'm trying not to

1 duplicate the things. So I'm trying to tag them.
2 Page 7, the force majeure, which is the
3 act-of-God thing that excuses performance, not in
4 the time when they expanded the definition of
5 that, which would basically allow for additional
6 matters to not require performance.

7 I believe we -- for Wild Horse we negotiated
8 the language that was agreed to, but I'm not -- I
9 don't remember if this is the earlier version in
10 Wild Horse or whatever, but it's not the final
11 one.

12 They did delete the term "liability" and put
13 in "loss." I'd have to double-check as we go
14 through these and see how the interplay of the
15 language and terms and definitions are important
16 as we go through those.

17 On one of the development standard issues,
18 Page 8, 5.1 it indicates the turbines would be
19 within corridors as provided in the project
20 description, and I believe that is out of the
21 Wild Horse project, but "within the corridors"
22 seems to maybe have a broad range of what does
23 that actually mean, given the fact that the
24 corridors are essentially the same in the 120
25 versus the 65.

1 And does that mean that the turbines could
2 be moved, like one line of turbines is eliminated
3 and all those turbines are pushed off to another
4 line somewhere else and still be within the
5 corridor? So then you have a question of was
6 that properly analyzed, was that part of the
7 analysis itself? That would be something I'd
8 have to work out to more clearly define where
9 they would all go.

10 One thing would I note, I believe the
11 comment on Page 9, turning over to 10, about the
12 12 percent, I think that was out of the Wild
13 Horse language. Whether that has worked or not,
14 I don't know. I don't know if there's anything
15 in the record on that. And if you're going to
16 reopen the record, that might be an issue to
17 address, as to whether exceeding the 12 percent
18 standard worked out on the Wild Horse project.
19 And if we're going to be reopening the record and
20 talk about Development Agreements, that might be
21 an issue to talk about.

22 As far as traffic monitoring, 5.95, 10, it
23 basically appears that they'll do traffic
24 monitoring and things related to SR-97, but I'm
25 not sure how it interplays with impacts on Bettis

1 Road. So I would suggest that maybe that could
2 be clarified to make sure that if you're doing
3 traffic monitoring, you're also taking care of
4 the impacts to Bettis, not just the state
5 highway.

6 I had some of the similar contacts --
7 comments regarding the safety setbacks versus the
8 other sort of setbacks. I'm going to try not to
9 repeat, so I'm taking a minute here.

10 Oh, on Page 16, termination, I think this
11 was the original Wild Horse language proposal,
12 but the Wild Horse one we also had language that
13 said it must currently terminate in the EFSEC
14 site survey relating to the project in order for
15 termination of this Development Agreement to
16 become effective.

17 Yeah, the idea of that when we did the prior
18 one was that you wouldn't want a situation where
19 you approve, then have consistency, EFSEC
20 approves, and they terminate our agreement and
21 EFSEC controls everything and the County's left
22 out of any further involvement in the project
23 because we no longer have an agreement.

24 Page 18, the collateral assignments without
25 consent of the County. Deleted the last phrase

1 that's in the Wild Horse one which said "and
2 maintains financial assurances for
3 decommissioning." So that was -- that language
4 was in the Wild Horse when we approved it. It's
5 not in this proposal.

6 Page 19, 10.2, binding effect, that was the
7 one Mr. Piercy was talking about being a shorter
8 definition. The Wild Horse definition also
9 included binding effect on lots, parcels, or
10 parties or owners related to the project, rather
11 than just the applicant and the County. And I
12 think that had to do with assuring that any
13 binding effect goes with the land itself and not
14 just the wind farm owner, since the land is all
15 under leases and the lessees are not signators to
16 the agreement.

17 The -- on Exhibit A, and it may not -- I'm
18 not quite sure -- it makes a comment about if a
19 larger turbine model is selected, i.e., over
20 3 megawatt nameplate, fewer turbines will be
21 installed. So I'm not too sure where that came
22 from, because I think every proposal we've had
23 has had a maximum of 3-megawatt turbines, but the
24 exhibit seems to contemplate that they could have
25 larger turbines. So I'd suggest that would not

1 be used.

2 And a general comment about the SEPA
3 mitigations, which I frequently have about SEPA
4 mitigations on documents, is your EIS or draft
5 EIS makes suggestions that these are things that
6 you should do; you should do this, you should do
7 that. As a condition of approval, you need to
8 change your "shoulds" to "shall" or "must" so
9 they become not merely a suggestion to the -- the
10 person who has to mitigate, but an actual
11 requirement.

12 And that is basically a general comment that
13 would go throughout the SEPA mitigation
14 attachments, because there were lots of "shoulds"
15 and "coulds," and you might want to talk some
16 more sort of language, and any mitigations I
17 think would need to be nailed down pretty tight.

18 One last comment, and this is -- this is not
19 a fine-tooth comb review by me by any stretch. I
20 spent a few hours trying to go through it. I'm
21 sure there's other issues. Trying to highlight.

22 One other thing I note is on the
23 decommissioning, Mr. Piercy noted that it was
24 about 64. I'd note that the cost estimate -- by
25 taking the number of turbines and dividing up the

1 dollar amounts, the 2006 cost estimate is the
2 same as the 2003 cost estimate. Which is what
3 Wild Horse had.

4 And with inflation being what it was, I
5 don't know if there's been any thought to looking
6 at, you know, are things costing as much in 2006
7 as they did in 2003; should there be some sort of
8 a recognition of inflation and additional cost
9 that we normally anticipate.

10 And that is all I have for so far.

11 CHAIRMAN BOWEN: Thank you. Any questions
12 for staff?

13 I realize this is really dry, listening to
14 us do this up here. But we are elected to read
15 this word-for-word and to try and look out for
16 the future generations here in the county, and
17 that's what we're trying to do. And as well as
18 those people that are there now.

19 I would propose at this time if the
20 proponent or applicant wants to come up and
21 address some of these or if you want to have a
22 break and --

23 Yes, I see some nodding of a break. If
24 that's all right with the commissioners, we'll
25 take a ten-minute, fifteen? What do you need,

1 Ms. Anderson? Fifteen-minute break. Thank you.

2 (A break was taken.)

3 CHAIRMAN BOWEN: It was noted in the break
4 that we might not be able to be heard in the
5 back, so we turned it up a little bit, and I'll
6 try and speak up a little louder as well.

7 And I didn't ask my seatmates; is it -- I
8 assume it is appropriate to bring up the
9 applicant now and have them address some of our
10 questions and issues?

11 Okay. Whenever you're ready.

12 MR. CHRIS TAYLOR: Good evening, Chairman
13 Bowen, members of the commission. For the
14 record, Chris Taylor representing the applicant.

15 I'd like to start by saying thank you very
16 much for your time. It's obvious that you've
17 spent a lot of time preparing for this evening
18 and reviewing what is a very voluminous record,
19 and we certainly appreciate your attention to all
20 that detail, and we appreciate your comments.

21 With respect to the many comments and
22 questions that have been raised tonight, I'd like
23 to point out we have repeatedly asked for
24 comments from staff on this Development Agreement
25 since it was submitted in December, and tonight

1 we're very pleased to have those comments
2 tonight; and we're pleased to have your comments
3 tonight.

4 We believe that the concerns that you've
5 raised this evening and that staff have raised
6 this evening are adequately addressed in the
7 record.

8 In the interest of brevity and given the
9 amount of time that's already been spent on this
10 project by you, by us, by staff, by the
11 community, I'd like to just state that on -- as a
12 representative of the applicant and on behalf of
13 Sagebrush Power Partners and its parent company,
14 Horizon Wind Energy, I must inform you that at
15 the proposed setback of 2500 feet, as I -- if
16 I've understood correctly the proposal from the
17 Board, would, in our opinion, render this project
18 invariable.

19 Thank you very much.

20 CHAIRMAN BOWEN: Thank you. Gentlemen?

21 It sounds like we have hit an impasse
22 regarding both or all three of us. Kind of from
23 an independent route we came up with similar
24 numbers. We didn't end up agreeing, necessarily,
25 on those numbers, but they were all on that --

1 you know, a range starting at 2000 feet on out.

2 I guess I would -- Mr. Taylor's comments
3 regarding the time spent on this and the effort
4 that's gone into this, everybody has taken this
5 quite seriously, and I appreciate those comments
6 you made.

7 Let me refer to my seatmates and see what
8 direction we'd like to go tonight.

9 COMMISSIONER HUSTON: Well, with due
10 respect, Mr. Taylor's comments didn't take us
11 anywhere. There's absolutely nothing in the
12 record that speaks to what is a viable or an
13 inviable project. He's made an assertion, and I
14 assume that assertion would be followed up with
15 "We don't intend to discuss this with you
16 anymore, Mr. Huston," or "We're withdrawing our
17 application," or "We intend to ask for preemption
18 from EFSEC" or some conclusion to this
19 discussion. You've indicated it's not viable.
20 Prove that to me so that I can determine whether
21 or not in fact there is something in the record
22 that I should consider.

23 We have an assertion; we have nothing more.
24 There is nothing in the record to indicate that
25 5 towers is not viable or 15 or 500. I mean,

1 obviously there's a lot of room in the
2 discussion, because it went from a hundred-and-
3 some-odd to 65, so needless to say, it wasn't
4 with pinpoint accuracy that it was proposed in
5 the beginning.

6 I mean, I appreciate that you're now telling
7 me that it's not a viable project, but -- so what
8 am I supposed to do with that? Are you
9 withdrawing your application from further
10 consideration by this board?

11 MS. ERIN ANDERSON: Mr. Chair,
12 commissioners, Erin Anderson, 200 East Third, 105
13 East First in Ellensburg and Cle Elum
14 respectively, for the proponent.

15 Mr. Taylor has indicated to you that it is
16 not an economically viable project at a 2000
17 or -- I believe he said 2500-foot setback.

18 At this point you could vote to thumbs-up,
19 thumbs-down this project. The application is in
20 front of you. We can't go forward at 2500 feet.
21 And it is before you, so you could take whatever
22 action you choose.

23 CHAIRMAN BOWEN: Okay.

24 MS. ERIN ANDERSON: Thank you.

25 CHAIRMAN BOWEN: What I'm hearing is that

1 the applicant doesn't want to go forward any
2 further. I don't know if we can interpret that
3 as a withdrawal or closing of the books or what.

4 Commissioner Huston, you're pulling the mic
5 close, so I'll...

6 COMMISSIONER HUSTON: I think it's important
7 to note for the record, Mr. Chairman, that
8 through this entire process we've had continuous
9 notation in terms of the items in the record. We
10 now have an assertion by the proponent, who's
11 essentially tossed their hands up and said, It's
12 not viable.

13 I guess at this point -- frankly I'm a bit
14 disappointed that after all this time and effort
15 and months of discussion, they're not even
16 prepared to offer into the record -- we've
17 already discussed the need to throw this back
18 open for comment. They're not even prepared to
19 discuss in fact why it's not viable, what
20 constitutes an economically viable project, or
21 anything in the record to substantiate what has
22 been a last-minute assertion that apparently
23 there is a magical number of towers that makes a
24 project viable.

25 I'm hearing nothing to support that

1 assertion, nothing whatsoever, other than I guess
2 they don't want to play anymore. And I think
3 it's important when this record goes to EFSEC
4 that after a great deal of deliberation, a great
5 deal of discussion, a great deal of effort on the
6 part of a number of citizens, as well as staff
7 and the Board of County Commissioners of Kittitas
8 County, we're now at a point where essentially
9 the hands have gone up and I guess the discussion
10 is over.

11 And frankly, I'm not absolutely sure why we
12 can't get a more definitive statement from the
13 applicant, although I suspect I know why; it'll
14 play much better in front of EFSEC.

15 If in fact this is your last and best
16 effort, applicant, come to the microphone and
17 tell me that the draft I have dated May 1, 2006,
18 is the absolute final and best offer of the
19 applicant, and then I guess I'll base my decision
20 on that.

21 CHAIRMAN BOWEN: We should note for the
22 record the applicant doesn't wish to reply to
23 that statement.

24 COMMISSIONER HUSTON: Well, then, we'll note
25 for the record that they do not wish to indicate

1 whether in fact this is their best offer; and I
2 guess we'll then have to make our decision in
3 essentially a vacuum at this point. I would note
4 for the record the applicant has chosen to no
5 longer participate in the process in a meaningful
6 manner.

7 CHAIRMAN BOWEN: So noted. Mr. Hurson, what
8 are our options from here?

9 MR. JAMES HURSON: Well, you can -- you
10 could take a vote on what you want to do. It
11 does sound like the applicant has essentially
12 told the County no and they do not want to
13 discuss this any further.

14 And the Board could then take action
15 reflecting the applicant's lack of desire to
16 further discuss the matter with the County and
17 has given no proposals, counterproposals, or
18 discussion in response to the Board's discussion.
19 And take action from there.

20 I would, however, as long as I have the mic,
21 like to point out Mr. Taylor made some comment
22 about they've been asking us to give them
23 comments on the Development Agreement, and this
24 is essentially the first time is what he seemed
25 to be saying.

1 Mr. Taylor hasn't been in the meetings, and
2 I months ago suggested the applicant clean up
3 their Development Agreement, clarify the
4 language, and make a specific proposal to the
5 Board and not just throw out the document.

6 And I pointed out several ambiguities and
7 problems with what they had, some of which the
8 Board brought out. And they chose not to make
9 any sort of a change.

10 So I don't appreciate Mr. Taylor trying to
11 put in the record, for EFSEC's purposes,
12 obviously, that somehow the County staff was not
13 talking to them. I specifically recall pointing
14 out that even the simple math of number of
15 turbines times megawatts equals maximum output,
16 the math needed to make sense and little things
17 like that drive us nuts and need to be cleaned
18 up, and suggested that they clean up the
19 application.

20 So we did talk about the inadequacies of the
21 Development Agreement early on. They chose not
22 to make those changes.

23 COMMISSIONER HUSTON: Mr. Chairman, a
24 motion?

25 CHAIRMAN BOWEN: Certainly, Commissioner

1 Huston.

2 COMMISSIONER HUSTON: Mr. Chairman, I would
3 move to, on a preliminary basis, deny the
4 application for the project submitted by
5 Sagebrush Power Partners, LLC, based on the
6 contents of the Development Agreement dated
7 May 1, 2006, which contains fatal flaws and
8 inconsistent language which the applicant has
9 indicated for the record they do not wish to
10 correct. Staff directed to prepare enabling
11 documents, including Findings of Fact and
12 Conclusions of Law for our future review.

13 COMMISSIONER CRANKOVICH: Second.

14 CHAIRMAN BOWEN: It's been moved and
15 seconded to deny on a preliminary basis the
16 application as presented and noted by
17 Commissioner Huston.

18 Any discussion to that motion?

19 COMMISSIONER CRANKOVICH: I'll put in my
20 thoughts. This began long before I was seated as
21 a commissioner, and I believe -- I will say for
22 myself that I have reviewed everything that's
23 been put in front of me and worked on what I
24 thought could be a reasonable solution. And I am
25 kind of disappointed that it just ends like this.

1 CHAIRMAN BOWEN: Thank you. Any other
2 discussion?

3 My discussion was pretty well noted in my
4 opening statement. I think there's criteria
5 that's in the record and that I guess supports
6 the setbacks we're proposing. It's obviously up
7 to the applicant how they want to act from this
8 point.

9 Any further discussion?

10 Hearing none, all those in favor indicate by
11 saying aye.

12 COMMISSIONER CRANKOVICH: Aye.

13 COMMISSIONER HUSTON: Aye.

14 CHAIRMAN BOWEN: I too will vote aye. The
15 motion carries. This hearing is concluded -- oh,
16 I should probably ask for a motion for
17 adjournment.

18 COMMISSIONER HUSTON: What would be the time
19 line in terms of staff's needs for preparing the
20 document?

21 They're discussing that.

22 MR. DARRELL PIERCY: Mr. Chairman, for the
23 record, Darrell Piercy, Director of Community
24 Development Services.

25 In looking at our schedules and the time

1 that Mr. Hurson will be available to help assist
2 in working on the development of the enabling
3 documents, we believe that an approximately
4 30-day period will be sufficient. I know that
5 sounds like a fairly lengthy time, but this is a
6 very complicated document; we want to make sure
7 that it's done correctly and would appreciate
8 some additional time than we normally would
9 provide for this type of response.

10 CHAIRMAN BOWEN: Any comments,
11 commissioners?

12 I see we have Memorial Day weekend in there
13 as well, which shortens up the month of May a
14 bit. Let's see, 30 days from now takes us to
15 June 1st, basically. Somewhere in there. The
16 1st or -- our regular agenda's on the 6th. I
17 don't have June's schedule in front of me, so I
18 don't know how booked we are on some of those
19 dates. I've got something June 1st in the
20 evening. Would May 31st work for staff? It's a
21 Wednesday.

22 MR. JAMES HURSON: This is Jim Hurson. I'll
23 tell you what part of the problem is, is the week
24 of May 22nd I'm out of town on business for a
25 week.

1 CHAIRMAN BOWEN: Okay.

2 MR. HURSON: And so I won't be back really
3 until the day after Memorial Day. I mean, I
4 could -- what I could do -- if you schedule after
5 that, that's fine. What I would do is I would
6 work to get my part of the draft done before I'm
7 gone, and so that would hopefully get it to the
8 Board, then, say, a week or ten days before the
9 hearing and then we could set a date if you
10 wanted like on June 1st or the 31st, that's fine.
11 That just gives me direction to get it done
12 before I go to my training.

13 CHAIRMAN BOWEN: I don't want to cut you
14 short on time, but I don't want to delay this
15 proceeding either.

16 MR. HURSON: That's fine. I'll put it in as
17 a priority.

18 CHAIRMAN BOWEN: Okay, the 31st? Is that
19 what I came up with now?

20 Okay, so I would move to continue this
21 public hearing to May 31st, 6:00 p.m., and we'll
22 go back here at the fairgrounds in the Home Arts
23 Building.

24 COMMISSIONER HUSTON: Second.

25 CHAIRMAN BOWEN: It's been moved and

1 seconded to continue this public hearing to May
2 31st, 6:00, Kittitas County Fairgrounds Home Arts
3 Building.

4 Any discussion to that motion?

5 Hearing none, all those in favor indicate by
6 saying aye.

7 COMMISSIONER CRANKOVICH: Aye.

8 COMMISSIONER HUSTON: Aye.

9 CHAIRMAN BOWEN: I too will vote aye, and
10 the motion carries. This hearing is concluded.

11 (The proceeding was adjourned at
12 7:21 p.m.)

C E R T I F I C A T E

STATE OF WASHINGTON)
) SS.
COUNTY OF YAKIMA)

This is to certify that I, Louise Raelene Bell,
Certified Court Reporter and Notary Public in and for
the State of Washington, residing at Yakima, reported
the within and foregoing hearing; said hearing being
taken before me as a Notary Public on the date herein
set forth; that said hearing was taken by me in
shorthand and thereafter under my supervision
transcribed, and that same is a full, true and correct
record of the hearing.

I further certify that I am not a relative or
employee or attorney or counsel of any of the parties,
nor am I financially interested in the outcome of the
cause.

IN WITNESS WHEREOF I have hereunto set my hand
and affixed my official seal this _____ day of
_____, 2006.

LOUISE RAELENE BELL, CCR
CCR No. 2676
Notary Public in and for the
State of Washington, residing at
Yakima. My commission expires
July 19, 2007.