

BEFORE
THE OHIO POWER SITING BOARD

In the Matter of the Application)
of Kingwood Solar I LLC, for a)
Certificate of Environmental) Case No. 21-0117-EL-BGN
Compatibility and Public Need)

**DIRECT TESTIMONY OF P. CHANCE BALDWIN LANDON ON BEHALF OF
CITIZENS FOR GREENE ACRES, INC., JENIFER ADAMS, P. CHANCE BALDWIN,
JACOB CHURCH, VERITY DIGEL, JED HANNA, KRAJICEK FAMILY
TRUST, JAMES JOSEPH KRAJICEK, KAREN LANDON, NICOLE MARVIN,
CHAD MOSSING, KAREN MOSSING, NICHOLAS PITSTICK, KYLE SHELTON,
MARLIN VANGSNESS, JEAN WEYANDT, AND JERALD WEYANDT**

Q.1. Please state your name and work address.

A.1. Phillip Chance Baldwin. I live at 2819 Harbison Road, Cedarville, OH 45314 with my
wife Michelle Baldwin and our two children.

Q.2. On whose behalf are you offering testimony in this case?

A.2. I am offering testimony on behalf of Intervenor Citizens of Greene Acres, Inc., Jenifer
Adams, P. Chance Baldwin, Jacob Church, Verity Digel, Jed Hanna, Krajicek Family
Trust, James Joseph Krajicek, Karen Landon, Nicole Marvin, Chad Mossing, Karen
Mossing, Nicholas Pitstick, Kyle Shelton, Marlin Vangsness, Jean Weyandt, and Jerald
Weyandt. My testimony will refer to the Citizens for Greene Acres, Inc. as "CGA."

Q.3. Are you an intervenor in this case?

A.3. Yes.

Q.4. Are you or any member of your immediate family a member of CGA?

A.4. Yes, Michelle Baldwin and I are members.

Q.5. What is your occupation?

A.5. I have been a full-time farmer since 1993.

1 **Q.6. Are you familiar with the location that has been proposed for the Kingwood Solar**
2 **project?**

3 A.6. Yes. I have become familiar with the locations of the proposed project area by reviewing
4 maps of the project area in the application filed with the Ohio Power Siting Board. In my
5 testimony, I will refer to the Kingwood Solar project as the “Project” and the land proposed
6 for the site of the Project as the “Project Area.”

7 **Q.7. Do you or any members of your immediate family own property adjacent to the**
8 **Project Area?**

9 A.7. Yes, Michelle Baldwin and I own and live on property consisting of about three acres of
10 land and a house at 2819 Harbison Road in Cedarville, Ohio, which is adjacent to the Project
11 Area. The entire east side of our yard is adjacent to the Project Area, which is directly across
12 Harbison Road. Michelle and I also own about 68 acres of crop land that is adjacent to the
13 Project Area. The Project Area is adjacent to some of this land on both the east and the west
14 sides.

15 **Q.8. What is the distance between the property on which your house is located and the**
16 **Project Area?**

17 A.8. My yard is located approximately 200 feet from a crop field of about 106 acres across
18 Harbison Road that is in the Project Area. My testimony will refer to that field as the
19 “Apgar Field.”

20 **Q.9. Who owns that crop field?**

21 A.9. My cousin, Laura Apgar.

22 **Q.10. Where does Laura Apgar live?**

23 A.10. She lives in Florida.

Q.11. What if any involvement have you had with the Apgar Field?

A.11. I have been renting that field from Ms. Apgar to raise crops in my farming operation for the last nine years.

Q.12. What will happen to your farming operation if you no longer have the opportunity to farm the Apgar Field?

A.12. Besides this 106-acre field, I have only about 500 acres of land left to farm. Without farming the Apgar Field, my farm may no longer be viable or I might have to downsize my farming equipment and hire other farmers to take care of the crops. Finding replacement land for the Apgar Field would be very difficult, because available farm land is hard to find.

Q.13. Have you had any communication with Ms. Apgar about farming the Apgar Field in the Project Area this year?

A.13. Yes, she sent me a message via social media informing me that she would not rent the land to me this year because of my “actions,” which I interpret to be my opposition to the Project. However, I have filed suit against her to try to retain the right to farm the Apgar Field this year.

Q.14. What is the quality of the land in the Apgar Field in the Project Area?

A.14. The soil in this field is black and fertile. Based on crop yields, it is the best farm land that I farm.

Q.15. Did you purchase your properties before or after you learned that Kingwood Solar was planning a solar project for the area?

A.15. We owned most of our property before learning about the Project, including the parcel on which our house is located that we bought in 2003. We purchased one parcel of farm

1 land in 2021 after learning about the Project. We purchased this parcel from my aunt's
2 estate after she passed away, in order to keep the ownership of this land in our family.

3 **Q.16. Have you had any disputes with Kingwood Solar over the land you purchased from**
4 **your aunt's estate?**

5 A.16. Yes. Immediately after the closing on my purchase of this property, the executor of my
6 aunt's estate told me in the parking lot of the office where the closing had just occurred
7 that she had sold an easement over that property to Kingwood Solar for installing a
8 collection line to connect two portions of the Project Area. Prior to my agreement to buy
9 the property, she had promised not to provide Kingwood Solar with an easement over the
10 property. The easement was not recorded in the county recorder's office before or at the
11 time of closing, so I did not know prior to the conversation with the executor that the
12 easement had been sold to Kingwood Solar. Subsequent to the closing, Kingwood Solar
13 sued me in an attempt to enforce the easement. That lawsuit is pending.

14 **Q.17. Are there any drainage tiles in the farm land you own that are connected to**
15 **drainage tiles in the Project Area?**

16 A.17. Yes, I have a drainage tile main that is connected to drainage tile in the Project Area to
17 the west of my farm land, which goes through my farm land, and which then exits into
18 drainage tile in the Apgar Field east of my field.

19 **Q.18. Describe the topography of the Apgar Field.**

20 A.18. The elevation of the Apgar Field to the northeast of my residential yard is slightly higher
21 than my yard.

22 **Q.19. Does the elevation of that land have any effect on the drainage on any of your**
23 **property?**

1 A.19. During heavy rainfall, water from that land runs onto my residential yard.

2 **Q.20. Are you able to see the Apgar Field from your residence?**

3 A.20. Yes, I am able to see much of the Apgar Field from my yard and through windows in my
4 house.

5 **Q.21. Can you identify the letter attached as Exhibit A?**

6 A.21. Yes, this exhibit is a true and accurate copy of a letter from Kingwood Solar's attorneys
7 to my attorney threatening me in an attempt to prevent me from speaking in opposition to the
8 Project.

9 **Q.22. Does this conclude your direct testimony?**

10 A.22. Yes.

11

EXHIBIT A



Vorys, Sater, Seymour and Pease LLP
Legal Counsel

52 East Gay Street
P.O. Box 1008
Columbus, Ohio 43216-1008

614.464.6400 | www.vorys.com

Founded 1909

Christopher A. LaRocco
Direct Dial (614) 464-5412
Direct Fax (614) 719-4830
Email calarocco@vorys.com

July 22, 2021

VIA E-MAIL

Timothy S. Chappars
P.O. Box 280
Xenia, Ohio 45385
Chapparslaw@aol.com

Re: Phillip C. and Michelle Baldwin

Dear Attorney Chappars:

We write as a follow up to our previous communications on the Solar Energy Transmission Facilities Easement Agreement. In light of the Baldwins' rejection of Kingwood's offer and refusal to propose a counter, we are forced to go down the path of litigation. To that end, we have drafted a complaint to force a resolution of this matter through the courts. A copy of that draft complaint is attached hereto.

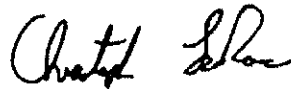
As part of the process of drafting the complaint we have become aware of various key witnesses, all of whom claim that Mr. Baldwin knew of the easement option prior to closing. It is hornbook law that a purchaser of real estate takes a property subject to an encumbrance (e.g., the easement option) where he or she has knowledge of that encumbrance. Mr. Baldwin's recent position that he disapproved of the easement option will be countered by numerous pieces of competent, credible evidence. We feel very strongly about our case and the moment we are forced to prosecute it, we will do so vigorously.

We have also become aware that Mr. Baldwin is part of a group which is seeks to intervene in proceeding regarding Kingwood Solar's application for a Certificate of Environmental Compatibility and Public Need before the Ohio Power Siting Board. This attempted intervention, of course, is an independent breach of the option agreement.

Timothy S. Chappars
July 22, 2021
Page 2

As we have stated from the start, litigation is not our preferred path. Notwithstanding the substantial burden and expense of litigation, to all parties, Kingwood is committed to enforcing its option. It is still our belief and hope that an amicable resolution can be reached prior having to file this complaint. However, in the event the Baldwins remain unwilling to negotiate a fair resolution or respond to Kingwood's offer, we will have no choice but to file the attached complaint. Please let us know of the Baldwins' intentions.

very truly yours,

A handwritten signature in black ink, appearing to read "Chris LaRocco", written in a cursive style.

Christopher A. LaRocco

CAL/vssp

1
2 **CERTIFICATE OF SERVICE**
3

4 I hereby certify that, on February 28, 2022, a copy of the foregoing written direct
5 testimony was served by electronic mail on the following: Jodi Bair at
6 Jodi.Bair@ohioattorneygeneral.gov; Daniel A. Brown at dbrown@brownlawdayton.com; Kevin
7 Dunn at kdd@planklaw.com; John Hart at jehartlaw@gmail.com; Werner Margard III at
8 Nathaniel B. Morse at nbmorse@vorys.com; Werner.Margard@ohioattorneygeneral.gov;
9 Michael Settineri at mjsettineri@vorys.com; Lee Slone at lee.slone@dinsmore.com; Charles
10 Swaney at cswaney@woh.rr.com; David Watkins at dw@planklaw.com; Anna Sanyal at
11 aasanyal@vorys.com; Nathaniel Morse at nmorse@vorys.com; Thaddeus Boggs at
12 tboggs@fbtlaw.com; Chad A. Endsley at cendsley@ofbf.org; Amy M. Milam at
13 amilam@ofbf.org; and Leah F. [Curtis at lcurtis@ofbf.com](mailto:Curtis@lcurtis@ofbf.com).

14 /s/ Jack A. Van Kley
15 Jack A. Van Kley
16

**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on**

2/28/2022 3:20:57 PM

in

Case No(s). 21-0117-EL-BGN

Summary: Testimony of P. Chance Baldwin electronically filed by Mr. Jack A. Van
Kley on behalf of Citizens for Greene Acres & Its Member Intervenors