

FILE

PUCO EXHIBIT FILING

Date of Hearing: 10-13-11

Case No. _____ Case No. 10-2865-EL-BGN _____

PUCO Case Caption: _____

_____ OHIO POWER SITING BOARD _____

_____ In the Matter of Black Fork Wind Energy, LLC, for
_____ a Certificate to Site a Wind-Powered Electric
_____ Generating Facility in Richland and Crawford
_____ Counties, Ohio. _____

List of exhibits being filed:

_____ Company Exhibit 21 – Red-line copy of Crawford County
_____ Road Agreement _____

_____ K. Davis Exhibit C - Picture Macho Springs, NM, Wind Farm _____

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Reporter's Signature: _____

Date Submitted: 11-16-11

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OHIO POWER SITING BOARD

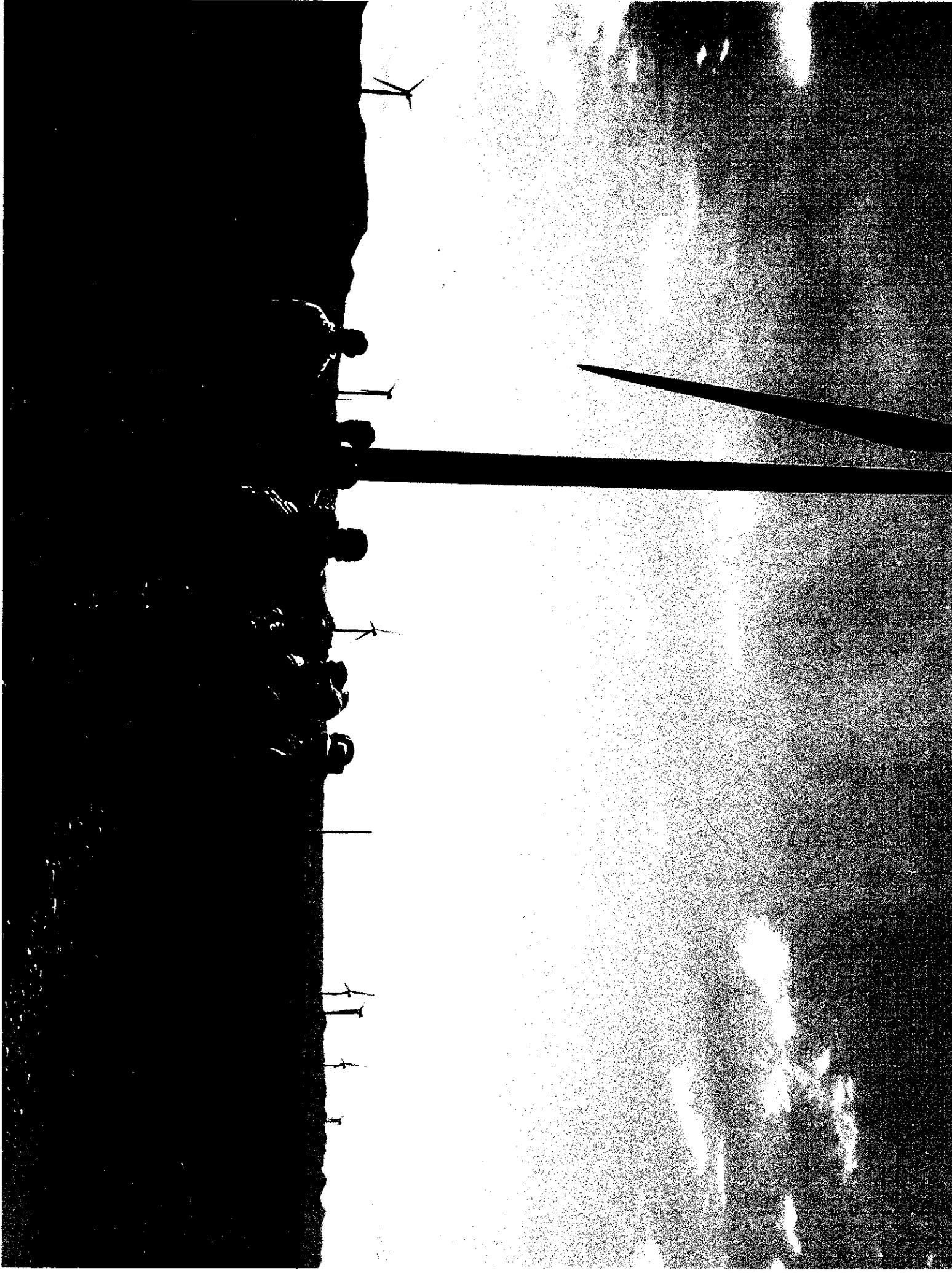
In the Matter of: :
: Case No. 10-2865-EL-BGN
Black Fork Wind Energy, :
LLC, for a Certificate to :
Site a Wind-Powered :
Electric Generating :
Facility in Richland and :
Crawford Counties, Ohio. :

PROCEEDINGS

before Mr. Scott Farkas and Mr. Daniel Fullin,
Administrative Law Judges, at the Public Utilities
Commission of Ohio, 180 East Broad Street, Room 11-D,
Columbus, Ohio, called at 10:00 a.m. on Thursday,
October 13, 2011, called at 9:00 a.m.

VOLUME IV

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OHIO POWER SITING BOARD

**In the Matter of Black Fork Wind Energy, LLC, for
a Certificate to Site a Wind-Powered Electric
Generating Facility in Richland and Crawford
Counties, Ohio.**

Case No. 10-2865-EL-BGN

**Company Exhibit 21 – Red-line copy of Crawford County
Road Agreement**

K. Davis Exhibit C - Picture Macho Springs, NM, Wind Farm

~~1- 72.~~ Applicant shall comply with ~~Richland~~Crawford County's ~~Amended~~ Rules Regarding the Issuance of ~~Permits~~Permit for Movement of Overweight and Over Dimension Vehicles as existing or as may be modified or amended in the future.

~~2- 73.~~ Applicant shall enter into a written "Road Use Agreement" with the appropriate county officials and supported by adequate financial assurances. The "Road Use Agreement" must be subject to approval by the Board of County Commissioners. Further, ~~the~~unless otherwise approved by the Board of County Commissioners, this "Road Use Agreement" must not supplant the County's rules regarding issuance of permits for movement of overweight and over dimension vehicles which are independently enforceable by the County.

~~3- 74.~~ Where improvements or repairs are necessary, Applicant shall comply with all applicable statutory requirements for the engineering, design, construction, improvement or repair of roads and bridges necessitated by the Project ~~prior to and during the construction, maintenance and decommissioning phases.~~ All work must be completed in accordance with the applicable statutory requirements and, as required, under the jurisdiction of the local governmental authorities. This would include compliance with all applicable statutes addressing engineering and design, construction, competitive bid requirements and prevailing wage and other statutory requirements ~~applicable to public transportation improvements and contracts,~~ as well as a signed road use agreement between the Applicant and the Board of County Commissioners. All work must be completed at Applicant's cost, including engineering review and design work, preparation of plans and specifications, preparation of construction bid documents and contracts, preparation of bond and surety obligations,



~~construction work~~, supervision and inspection costs, attorneys fees and other professional costs.

~~4.75.~~ Applicant shall finalize, and provide to the County Engineer, the final delivery route plan and the required traffic and roadway improvement structures at least ~~thirtysixty~~ (3060) days prior to the ~~bid procedures~~ preconstruction conference.

~~5.76.~~ Applicant shall repair at its cost, or reimburse the County or Township, for any damage to public roadways, bridges and other transportation improvements to restore the improvement to at least original condition and to reimburse the County or Township for any other costs incurred. Again, any repair work must comply with all applicable statutory requirements.

~~6.77.~~ Applicant shall coordinate with, and obtain all approvals from, local authorities for all temporary or permanent road closures, road restoration or road improvements necessary for construction and operation.

~~7.78.~~ Applicant shall post a bond, escrow, ~~irrevocable letter of credit~~ or other financial assurance acceptable to the County and sufficient to provide adequate assurance for any damage to the public roadways and to cover all costs incurred during the construction, maintenance and decommissioning phases.

~~8.79.~~ Applicant shall avoid where possible or minimize any damage to field tile drainage systems and to make proper repair for any damage to field tile in coordination with the County Soil and Water Conservation District or other local authority.

~~9.80.~~ The collection systems should not be permitted in the public right-of-way without compliance with all safety ~~and statutory~~ requirements and subject to the ~~applicable~~ County approval.