

In the Matter of the Application of **CHAMPAIGN** )  
**WIND, LLC** for a Certificate to Construct a Wind- )  
 Powered Electric Generating Facility in Champaign ) Case No. 12-160-EL-BGN  
 County, Ohio. )

Pursuant to Ohio Admin. Code § 4906-7-04(A)(2), Pioneer Rural Electric Cooperative, Inc. (“Pioneer”) respectfully petitions the Ohio Power Siting Board (the “Board”) for leave to intervene in the above-captioned proceeding. As set forth in the attached Memorandum in Support, Pioneer has a real and substantial interest in this proceeding. Its interests are not adequately represented by any other party to this matter, and its participation will contribute to a just and expeditious resolution of the issues and questions presented. Further, Pioneer’s participation will not unduly delay the proceedings or cause undue prejudice to any party.

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Respectfully submitted,

PIONEER RURAL ELECTRIC  
COOPERATIVE, INC.

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**BEFORE**

**THE OHIO POWER SITING BOARD**

In the Matter of the Application of <b>CHAMPAIGN</b>	)	
<b>WIND, LLC</b> for a Certificate to Construct a Wind-	)	
Powered Electric Generating Facility in Champaign	)	Case No. 12-160-EL-BGN
County, Ohio.	)	

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**MEMORANDUM IN SUPPORT OF  
PETITION FOR LEAVE TO INTERVENE**

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**I. BACKGROUND**

On May 15, 2011, Champaign Wind, LLC (“Champaign”) filed an application for a Certificate of Environmental Compatibility and Public Need in connection with a proposed 140-megawatt wind-powered electric generation facility in Champaign County, Ohio (the “Buckeye II Wind Farm”).

Pioneer Rural Electric Cooperative, Inc. (“Pioneer”) is a member-owned electric distribution cooperative serving portions of eleven Ohio counties, including Champaign County. Pioneer relies on a combination of licensed and unlicensed radio systems to transmit communications between its central control room located in Piqua, Ohio and critical points along the distribution system

Although Pioneer is generally unopposed to the Buckeye II Wind Farm, it is concerned that the Buckeye II Wind Farm, as currently planned, will include turbines that interfere with the licensed microwave signals transmitted by Pioneer. Specifically, Pioneer is concerned that Champaign’s proposed turbines will interfere with, among others, Pioneer’s 11 Ghz microwave point-to-point system, its 3.65 Ghz microwave point-to-multi point system, and its 900 Mhz

omni-directional system. Without its participation in these proceedings, Pioneer risks having its valid and legitimate interests compromised. These are interests that only Pioneer can assure are adequately heard and represented. Furthermore, allowing Pioneer to participate at this critical juncture will assist the Board and spare Champaign from incurring unnecessary expenses in the future to correct a misguided course of action that can be avoided now.

## **II. ARGUMENT**

The Board or an administrative law judge may consider the following when considering petitions to intervene:

- (a) The nature and extent of the petitioner's interest;
- (b) The extent to which the petitioner's interest is represented by existing parties;
- (c) The petitioner's potential contribution to a just and expeditious resolution of the issues involved in the proceeding; and
- (d) Whether granting the requested intervention would unduly delay the proceeding or unjustly prejudice an existing party.

*See* Ohio Admin. Code § 4906-7-04(B). As fully set forth below, Pioneer satisfies each of these criteria.

### **A. Because The Buckeye II Wind Farm May Significantly Interfere With Pioneer's Business Operations And Service To Its Member-Consumers Pioneer Has A Significant, Vested Interest In The Outcome Of This Proceeding.**

As soon as Pioneer became aware of the Buckeye II Wind Farm, it took steps to determine whether the project would impact Pioneer's operations. After reviewing the relevant data, it concluded that the Buckeye II Wind Farm may interfere with transmission signals and adversely impact customer service and safety, and quickly alerted Champaign about its concerns. Specifically, Pioneer is concerned that (a) the data transmitted between its control tower center and substations, which are critical for electric grid reliability and public safety, will be adversely

affected by the location and operation of Champaign's turbines, (b) Champaign's turbines will interfere with, among others, Pioneer's 11 Ghz microwave point-to-point system, its 3.65 Ghz point-to-multi point system and its 900 Mhz omni-directional system, and (c) Champaign's turbines will cause additional interference with Pioneer's communication systems.

Such interference threatens to disrupt the electric grid, and may interrupt service to thousands of homeowners and businesses. Indeed, the magnitude of the potential avoidable permanent interference with Pioneer's data transmissions as the result of the locations of Champaign's turbines would be insurmountable, resulting in loss of critical services to Pioneer's member-consumers, potential danger to Pioneer's employees, and extraordinary expense to re-engineer Pioneer's systems to remain operational. With all that it has at stake, there can be no doubt that Pioneer has a bona fide vested interest in the outcome of this proceeding.

**B. No Other Party Is Adequately Representing Pioneer's Interest In This Proceeding.**

Since learning about the Buckeye II Wind Farm, Pioneer has tried in good faith to resolve its concerns with Champaign's representatives. Although Pioneer remains optimistic and hopeful that the parties will reach an adequate resolution, the parties have not yet been able to do so.

Pioneer's principal concern is that Champaign agree to comply with the following conditions:

(1) That Champaign shall perform or arrange for a study to assess the potential impacts of the project to Pioneer's 11 gigahertz point to point system, 3.65 gigahertz point to multi-point system, and 900 megahertz omni-directional system, and any other known microwave path or system that operates within the project area. A copy of this study shall be provided to Pioneer for review, and to Staff for review and acceptance. The assessment shall conform to the following requirements:

(a) An independent and registered surveyor, licensed to survey within the state of Ohio, shall determine the exact location and worst-case Fresnel zone dimensions

of the above-referenced systems, and the center point of all turbines within 1,000 feet of the worst-case Fresnel zone of each system, using the same survey equipment.

(b) Provide the distance (feet) between the surveyed center point of each turbine identified within section (a) above and the surveyed worst-case Fresnel zone of each microwave system path.

(c) Separately provide the distance (feet) between the nearest rotor blade tip of each surveyed turbine identified within section (a) above and the surveyed worst-case Fresnel zone of each microwave system path.

(d) Provide a map of the surveyed microwave paths and turbines at a legible scale.

(e) Describe the specific, expected impacts of the project on all microwave paths and systems considered in the assessment.

(2) That any expected interference or impacts to microwave paths and systems, as identified in the assessment required by Condition (1) and all other communications studies performed for this project, shall be subject to avoidance or mitigation. Champaign shall complete avoidance or mitigation measures prior to construction for impacts that can be predicted in sufficient detail to implement appropriate and reasonable avoidance and mitigation measures. After construction, Champaign shall mitigate all observed impacts of the project to microwave paths and systems within seven (7) days or within a longer time period approved by Staff. All avoidance and mitigation measures shall consist of either shifting the location of turbine(s) so as to not affect any known microwave paths and systems, or other measures acceptable to Staff, Champaign, and the affected path owner, operator, or licensee(s).

These conditions are based on, and indeed are nearly identical to, Certificate conditions proposed by the Board's Staff in *In re Hardin Wind*, Case No. 11-3446-EL-BGA, where an energy cooperative raised similar telecommunications concerns regarding the location of wind turbine facilities. As noted above, Pioneer is optimistic that it will reach an agreement with Champaign as to these conditions, but the parties have yet to fully resolve Pioneer's concerns.

Finally, because none of the other parties that have been granted intervention are similarly situated as Pioneer, they do not—and cannot—sufficiently protect Pioneer's interests. Pioneer's intervention in this proceeding is the only way of ensuring that its interests, and those of the customers who rely on Pioneer for electrical service—are adequately represented.

**C. Pioneer's Participation Will Allow The Board To Make A Fully Informed Decision.**

Pioneer's participation will ensure that the Board has complete, accurate information before rendering its decision on the proposed application. Pioneer's involvement will further facilitate a just and expeditious resolution of the outstanding issues. Champaign's application requires critical evaluation, and any data submitted in support of it should be verified by all parties whose interests are at stake. Because the Board should be aware of all ramifications of the potential obstructions to make a fully informed decision, Pioneer should be allowed to intervene in this proceeding.

**D. No Undue Prejudice Or Delay Will Be Caused By Allowing Pioneer To Intervene In The Proceeding.**

Granting Pioneer's petition will not cause undue prejudice or delay. Instead, it will spare Champaign unnecessary delay in the future. Construction of the facility has not yet begun and these proceedings are still in its early stages. Indeed, Pioneer is filing this petition within the constraints set forth by the Board's Scheduling Order. By taking the time now to plan the layout of the Buckeye II Wind Farm carefully, Champaign can avoid making costly corrections in the future. Given the steps that Champaign needs to take in completing the review and approval process, Champaign will not bear any undue burden or expense by taking the necessary actions now to eliminate interference with Pioneer's communication systems.

On the other hand, Pioneer will suffer significant harm and prejudice if Champaign is allowed to proceed without Pioneer's participation. Turbines placed without proper consideration of Pioneer and its customers may interfere with reliable, consistent service which could threaten the safety of homeowners and residents throughout the project area. With all that

is at risk and the prejudice that Pioneer will undoubtedly suffer, Pioneer satisfies the fourth prong of Ohio Admin. Code § 4906-7-04(B).

### **III. CONCLUSION**

For the foregoing reasons, Pioneer respectfully requests that the Board grant its Petition for Leave to Intervene and allow Pioneer to participate in these proceedings.

Respectfully submitted,

PIONEER RURAL ELECTRIC  
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## **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the foregoing *Pioneer Rural Electric Cooperative, Inc.'s Petition for Leave to Intervene* was served by electronic and first class mail, postage prepaid, on the parties on this 17th day of September 2012.

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Summary: Petition for Leave to Intervene electronically filed by Mr. Philip B Sineneng on behalf of Pioneer Rural Electric Cooperative, Inc.