

BEFORE
THE OHIO POWER SITING BOARD

In the Matter of the Application of)	
Champaign Wind, LLC, for a)	
Certificate to Install Electricity)	Case No. 12-0160-EL-BGN
Generating Wind Turbines in)	
Champaign County)	

REPLY BRIEF of CITY OF URBANA, OHIO

Gil S. Weithman (0018377), Law Director
Breanne N. Parcels (0089370), Staff Attorney
City of Urbana
205 S. Main St.
Urbana, Ohio 43078

(937) 652-4397
(937) 652-4355 (fax)
gil.weithman@ci.urbana.oh.us
breanne.parcels@ci.urbana.oh.us

Attorneys for Intervenor, City of Urbana

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INITIAL POST-HEARING BRIEF of CITY OF URBANA, OHIO

I. OVERVIEW

The City of Urbana hereby submits this reply brief as an Intervenor, pursuant to the schedule established by the Administrative Law Judges, after review of the initial post-hearing briefs of other parties to this action.

As Champaign Wind and OPSB staff recommend a certificate be granted for Champaign Wind with certain conditions, the City has structured this reply brief by setting forth its responses to the positions taken by the parties on the issues raised in the City's initial post-hearing brief, under the framework of the statutory requirements of R.C. 4906.10.

The City recognizes the OPSB Staff have taken steps to address several issues raised by the city through amendments to some conditions as outlined in the Staff's Initial Brief, and is in agreement with those amendments to Conditions. The City remains unsatisfied with other Staff-proposed conditions to the extent that those conditions do not satisfactorily address certain foreseeable issues of public safety, communications interference, aviation and City infrastructure. Therefore, the City, in Appendix A, suggests minor modifications and additions to the language of the conditions.

However, Champaign Wind opposes some conditions identical to several adopted for the Buckeye Wind certificate, which would lead to absurd results as Champaign Wind claims that

because Buckeye Wind was approved, the OPSB should also approve it too.¹ “Buckeye Wind” refers to an application filed in 2008 and permitted in 2010,² and “Champaign Wind” to the pending application.

While the OPSB has refined the permitting process in the years since Buckeye Wind was approved, it would make no logical sense for two phases of the same project to have conditions that differ on issues as critical as public safety. Also, because more thorough information related to the safety of modern industrial-scale wind turbines is available, and because of the cumulative impact of siting more than 100 turbines in the project area, the OPSB must take into consideration not just the Champaign Wind application as a “stand alone” facility, but in conjunction with Buckeye Wind, when considering whether Champaign Wind has complied with all criteria under R.C. 4906.10.

II. THE OHIO POWER SITING BOARD HAS THE RESPONSIBILITY TO ENSURE CHAMPAIGN WIND HAS COMPLIED WITH R.C. 4906.10(A)(3) BY REPRESENTING THE MINIMUM ADVERSE ENVIRONMENTAL IMPACT TO THE COMMUNITY.

Socioeconomic, ecological, construction and operations impacts are all characterized as “environmental impacts” for the purposes of R.C. 4906.10. The City agrees with the OPSB staff that the siting of a wind turbine facility is not a matter of a project being “impact free,”³ but the standard is that the project be devoid of too many adverse environmental impacts, particularly those that are foreseeable in nature.⁴ With that goal in mind, the City proposes modifications of Conditions (as numbered in the Staff’s Report) 5, 31, 32, 33, 40, 41, 42, 43, 52, 53, 62, 64, 65

¹ “With the Buckeye I Wind project approved, the Board may also proceed to approve the Champaign Wind project, also known as the Buckeye II Wind Farm.” Initial Brief of Champaign Wind LLC at 1.

² Case No. 08-EL-BGN-0666.

³ Post-Hearing Brief submitted on behalf of the Staff of the Ohio Power Siting Board at 2.

⁴ *E.g. City of Columbus v. Ohio Power Siting Commission*, 58 Ohio St. 2d 435 (1979).

and 70. The City also proposes three additional Conditions to alleviate adverse impacts anticipated by the City, even though R.C. § 4906.03(D) also allows the OPSB to disapprove projects due to adverse impacts that outweigh the benefits of the project and other factors.⁵

While the OPSB Staff claim the City wants Champaign Wind to be “totally free of safety or other risks, or even minor annoyances to the public, as a precondition to Board approval,”⁶ the City simply asks the OPSB to require Champaign Wind to adopt reasonable, common-sense measures to allow local first responders the capability to deal with turbine-related emergencies. The City of Urbana has the only professional full-time firefighting and paramedic service in the county, but none of the local fire departments in the project area are adequately prepared to address the challenges of hosting a wind turbine facility, due to manpower shortages, lack of equipment, levy failures and unfunded state and federal mandates related to communication.

One of the City’s concerns was public notification in the event of emergencies at turbine sites. A condition for Buckeye Wind required each turbine to display a 24-hour toll-free telephone number in order to report such emergencies. The City also expressed concern about street addresses of turbine sites for 911 mapping purposes. The Staff addressed the 911 mapping issue with language in an amendment to Condition 43, but ignored the need for an 800 number.

The Staff also overlooked the critical needs of local first responder departments, as turbine fires and rescues from turbines are beyond the normal scope of training and require special equipment. A condition for Buckeye Wind required each fire department be provided with a copy of the manufacturer’s turbine safety manual, so the City requests an identical condition for Champaign Wind. While Champaign Wind “intends to conduct emergency

⁵ For example, denial has been based on adverse recreational impacts. *Ohio Edison Co. v. Power Siting Commission*, 56 Ohio St. 2d 212, 214-215, 217 (1978).

⁶ *Supra* n.3 at 4.

response training with local first responders as done at other wind farms operated by Everpower,”⁷ the developer delayed such training for three years after operation commenced at the installation in Pennsylvania, as Urbana Fire Chief Mark Keller testified. Therefore, the City is not confident the developer will conduct timely training for this project absent a condition.

The City also disputes Champaign Wind’s characterization that “local emergency response services will not be adversely impacted,” particularly with respect to EMS helicopter operations⁸ Champaign Wind’s aviation witness, Francis Marcotte, while an experienced helicopter pilot for offshore oil rig operations, did not testify from personal experience as he admitted has never flown or landed near modern industrial wind turbines.⁹ Moreover, Marcotte admitted he does not represent CareFlight, so his opinion that Champaign Wind would have “no effect on CareFlight operations”¹⁰ is not credible or supported by evidence in the record. The only testimony on the issue of wind turbines’ impact on EMS helicopter operations was taken in the earlier Buckeye Wind proceeding, and the City believes until CareFlight or another EMS helicopter operator indicates otherwise, the City must continue to rely on the opinion of John Holland as CareFlight’s former program aviation manager.

Likewise, the City disputes Champaign Wind’s assertion that “the facility will not impact communications in the surrounding area,”¹¹ as the consultant for the company did not address public safety communications and a township trustee testified as to complaints about interference with cellular phone service after a project in the Van Wert area commenced operation. Therefore, the City requests a condition to address this lack of research and create an ongoing obligation for

⁷ *Supra* n. 1 at 43.

⁸ *Id.* at 44.

⁹ Tr. Vol. IV at 663-666, 688, 693. Marcotte also admitted the closest he had ever landed in proximity to a wind turbine was half-a-mile. *Id.* at 705

¹⁰ *Supra* n.1 at 37.

¹¹ *Id.* at 28.

the company to mitigate interference in light of communications technology advances, much as the OPSB Staff recognized such a need for Pioneer Rural Electric.¹²

Much of the discussion on road damage caused by construction activities has excluded the City, but the Staff's rewording of the conditions related to "government-maintained" road damage may be sufficient. However, the City takes the position that road use agreements are not a viable solution to repair damage to City streets caused by Applicant's subcontractors, therefore suggests minor modifications to include such language.

Because blasting could disrupt and contaminate groundwater supplies, the City also requires financial assurance for drinking water protection. The main wellfield for the City is six miles due west from the nearest turbine, located near the intersection of state Routes 29 and 296, and the city also has well sites at Grimes Field, closer to the project area. The escrow amount for wellfield protection should be determined by the City Water Superintendent, in the event Champaign Wind proceeds with blasting.

III. THE OHIO POWER SITING BOARD HAS THE RESPONSIBILITY TO ENSURE CHAMPAIGN WIND HAS COMPLIED WITH R.C. 4906.10(A)(5) BY CONSULTING WITH THE OHIO OFFICE OF AVIATION.

While the City raised concerns in the Buckeye Wind proceeding in the context of aviation safety, the City was not a party to the appeal to the Ohio Supreme Court, so the Court did not address any issues raised by the City. In the company's brief, Champaign Wind's attorneys mischaracterize the Ohio Supreme Court's ruling in that regard, as they also mischaracterize approval by ODOT for half of the turbine sites.¹³

¹² *Supra* n. 3 at 44.

¹³ "No impacts to aviation exist as all turbine locations have been approved by the FAA and the Office of Aviation at the Ohio Department of Transportation." *Supra* n.1 at 2.

Champaign Wind has failed to show that it met the requirements of complying with R.C. 4561.32 by submitting the locations of all proposed turbines to the Ohio Department of Transportation's Office of Aviation. Even though all turbines were designated "no hazards" by the Federal Aviation Administration, the Application shows just 28 turbine sites were submitted to ODOT for an airspace obstruction study.¹⁴

Both Speerschneider and Christopher Shears testified that they are not pilots and that they were marginally involved with the FAA process.¹⁵ Even though Speerschneider was allowed to "sponsor" the Champaign Wind application, he was unqualified to answer questions about Exhibit S's determinations and no one from the FAA or ODOT testified as to how the airspace obstruction determinations were made.

The City does not dispute the oversight authority of the FAA and ODOT Office of Aviation. However, it believes that Champaign Wind's citation to the FAA's role in protecting the public is misleading, as general aviation pilot Rick Rademacher testified that the FAA is more focused on protecting commercial air travel operating at high altitudes above the turbines, rather than small general aviation planes operating at 1,000 feet above ground level or less. In contrast, when ODOT reviews proposed projects for airspace obstructions, "the consideration of safety shall be paramount to considerations of economic or technical factors."¹⁶

While Champaign Wind cites to the Opinion and Order for *In Re: Columbus Southern Power Company*¹⁷ as a good example of FAA protection, that reference is misleading as the Certificate for that project expired this year without construction, and the airspace obstruction was not a wind turbine, but a tall smokestack for a power plant along the Ohio River.

¹⁴ Application Ex. S, letter from Mark C. Justice, May 1, 2012

¹⁵ Tr. Vol. II at 407.

¹⁶ R.C. § 4561.34.

¹⁷ Case No. 06-30-EL-BGN, April 2007.

Even though the FAA issues designations of “no hazard,” when objects such as turbines penetrate protected airspace, pilots will avoid not just the turbines creating the obstruction, but any airport near them, particularly if the turbines are on higher ground than the airport.¹⁸ Nineteen turbines penetrate the protected airspace for Grimes Field.¹⁹ These protrusions into the protected airspace range from five feet to 207 feet. This odd discrepancy is one of the reasons the OPSB should be more protective of aviation interests by performing additional investigation, or requiring an explanation from ODOT as to why these turbine sites are not a hazard.

Donald Rostofer noted that many of the Staff conditions relating to FAA requirements were drafted to be more protective than the bare minimum prescribed by federal regulations. Because the City agrees with the Staff goal of protecting air traffic to a greater extent than the bare minimum, it suggests only minor modifications to Conditions 64 through 69.

IV. THE OHIO POWER SITING BOARD HAS THE RESPONSIBILITY TO ENSURE CHAMPAIGN WIND SERVES THE PUBLIC INTEREST, CONVENIENCE AND NECESSITY IN ACCORDANCE WITH R.C. 4906.10(A)(6).

The City does not dispute that renewable energy sources are generally in the public interest, but the Champaign Wind project does not fulfill the public interest if it burdens the City’s public safety forces with additional responsibilities while Champaign Wind pays no income tax or property tax to the City.

Although Champaign Wind claims it will bring jobs to the area with “induced” impacts for the city in additional revenue during construction, the company offered no concrete evidence of such claims, relying exclusively on a consultant’s report based on the flawed JEDI model.²⁰

¹⁸ Tr. Vol. VIII at 1942.

¹⁹ Application at Ex. S, FAA determinations of no hazard for Turbine Numbers 75, 81, 82, 83, 87, 105, 106, 107, 108, 109, 110, 112, 113, 118, 119, 122, 123, 125 and 133 .

²⁰ Application at Ex. G, Camiros Ltd. Report. OPSB Staff Member Stuart Siegfried testified that he authored the staff report section on Public Interest, Convenience and Necessity, but he was

The company has no office in Urbana and is under no obligation to hire Urbana residents (who pay income taxes to the City). The City will receive no property taxes under the current structure and has very slim chance of sharing in any Payment-In-Lieu-Of-Taxes (PILOT) revenues.²¹

Moreover, Champaign Wind and the OPSB staff ignore potential interference future development of the City. While the staff alleges that the City has a “desire to promote urban sprawl,”²² the record demonstrates just the opposite. The City has developed its comprehensive plan based on historical growth patterns and geographic constraints such as floodplain areas.²³ In contrast, Champaign Wind’s witness responsible for coordinating with local officials admitted that he never spoke with the City about the Champaign Wind project.²⁴

Ohio government entities, including permitting bodies, should not take action based solely on hypothetical future development impacts, according to case law.²⁵ However, Urbana Mayor Bill Bean’s testimony is not merely speculative on growth trends but evidence of a fact in existence: if the City is to grow, it must go east. Bean’s testimony about extension of sewer service to a local manufacturer shows the City has taken concrete steps to engage in smart development of its eastern corridor along U.S. Route 36. The City and Champaign County both encouraged annexation adjacent to municipal boundaries as part of their respective comprehensive land use plans to protect agricultural areas and the rural character of the

unable to ascribe any benefits to the City from the project with relation to public interaction, liability insurance, lease agreements, the state’s alternative energy portfolio standard, or state and local taxation. Tr. Vol. IX at 2402-2409.

²¹ Tr. Vol. IX at 2235.

²² Post-Hearing Brief submitted on behalf of the Staff of the Ohio Power Siting Board at 9.

²³ *Id.* at 1997.

²⁴ Tr. Vol. I at 34.

²⁵ *Henle v. City of Euclid*, 97 Ohio App, 258 (Cuyahoga Cty. 1954) (highway expansion dispute).

community, long before Champaign Wind chose areas of Salem, Urbana and Union Townships adjacent to the City for its project area.

Furthermore, with regard to improvements already budgeted for Grimes Field, the City notes that airport expansion and construction is a process that takes years to develop in conjunction with the FAA, and the City is obligated to keep the airport running based on the receipt of federal funding. Therefore, the OPSB must be especially cautious in reviewing plans that could impact future development of the airport, as the FAA has a history of approving wind turbine sites without adequate explanation for determinations of no hazard.²⁶

V. CONCLUSION

Champaign Wind has failed to meet its burden of proof for three of the criteria required under R.C. 4906.10. Based on the failure to meet its burden of proof, Champaign Wind's application for a certificate should be denied. In the alternative, the City requests any certificate by the Board include the Conditions as amended by OPSB Staff, and suggested modifications and additions to Conditions proposed by the City.

Respectfully submitted,



Breanne N. Parcels (0089370)
Trial Attorney
City of Urbana

²⁶ *Clark County, Nev. v. Fed. Aviation Admin.*, 522 F.3d 437 (D.C. Cir. 2008) (FAA found wind turbines did not present hazard but airport sponsor disagreed; court found agency decision did not meet reasoned decision-making requirement).

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing document was served via electronic mail on January 28, 2013, to the following individuals:

M. Howard Petricoff
Michael J. Settineri
Miranda Leppla
Stephen Howard
Gretchen Petrucci
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
P.O. Box 1008
Columbus, Ohio 43216-1008
(614)464-5414
(614)719-4904 (fax)
mhpetricoff@vorys.com
mjsettineri@vorys.com
smhoward@vorys.com
mrleppla@vorys.com
glpetrucci@vorys.com

Jack A. VanKley
Christopher A. Walker
VanKley & Walker, LLC
137 North Main Street, Suite 316
Dayton, Ohio 45402
jvankley@vankleywalker.com
cwalker@vankleywalker.com

Philip B. Sineneng
41 South High Street, Suite 1700
Columbus, Ohio 43215-6101
Philip.Sineneng@ThompsonHine.com

Jane Napier
Champaign County Assistant Prosecutor
200 N. Main Street
Urbana, Ohio 43078
jnapier@champaignprosecutor.com

Werner Margard
Stephen Reilly
Devin Parram
Assistant Attorneys General
180 East Broad Street, Ninth Floor
Columbus, Ohio 43215
Werner.Margard@puc.state.oh.us
Stephen.Reilly@puc.state.oh.us
Devin.Parram@puc.state.oh.us

Sarah Anderson
Summer Plantz
Assistant Attorneys General
Environmental Enforcement Section
30 East Broad Street, 25th Floor
Columbus, OH 43215
sarah.anderson@ohioattorneygeneral.gov
summer.plantz@ohioattorneygeneral.gov

Chad Endsley
Ohio Farm Bureau Federation
280 N. High Street.
Columbus, Ohio 43218-2383
cendsley@ofbf.org



Breanne N. Parcels
City of Urbana

APPENDIX A: RECOMMENDED CHANGES TO CONDITIONS OF CERTIFICATE AS REQUESTED BY CITY OF URBANA

- A. All additional language for current conditions is underlined. If **underlined and bold**, the language mirrors a condition from Buckeye Wind's Certificate.
- B. "~~Strike through~~" font is used for suggested deletions.
- C. Language in *italics* represents proposed conditions without an analogous staff condition.
- D. The numbering of conditions is identical to that used in the OPSB Staff Initial Brief Attachment A.

GENERAL CONDITIONS

- (5) At least 30 days prior to the preconstruction conference, the Applicant shall have in place a complaint resolution procedure to address potential public grievances resulting from project construction and operation. The resolution procedure must provide that the Applicant will work to mitigate or resolve any issues with those who submit either a formal or informal complaint and that the Applicant will immediately forward all complaints to Staff. The Applicant shall provide the complaint resolution procedure to Staff, for review and confirmation that it complies with this condition, prior to the preconstruction conference.
Each turbine tower shall bear a placard with a 24-hour emergency telephone number.

PUBLIC SERVICES, FACILITIES, AND SAFETY CONDITIONS

- (27) **[STAFF REPORT NO. 31]**. The Applicant shall ensure all transportation permits are obtained prior to transport. The Applicant shall coordinate with the appropriate authority regarding any temporary or permanent road closures, lane closures, road access restrictions, and traffic control necessary for construction and operation of the proposed facility. Coordination shall include, but not be limited to, the county engineer, city engineer, Ohio Department of Transportation, local law enforcement, and health and safety officials. This coordination shall be detailed as part of a final traffic plan submitted to Staff prior to the preconstruction conference for review and confirmation that it complies with this condition. **[AMENDED]**
- (28) **[STAFF REPORT NO. 32]**. The Applicant shall provide the final Champaign County delivery route plan and the results of any traffic studies to Staff ~~and~~ the County Engineer(s), and City Engineer(s) 30 days prior to the preconstruction conference. The Applicant shall complete a study on the final equipment delivery route to determine what improvements will be needed in order to transport equipment to the wind turbine construction sites. The Applicant shall make all improvements outlined in the final delivery route plan prior to equipment and wind turbine delivery. The Applicant's

delivery route plan and subsequent road modifications shall include, but not be limited to, the following: **[AMENDED]**

- (a) Perform a survey of the final delivery routes to determine the exact locations of vertical constraints where the roadway profile will exceed the allowable bump and dip specifications and outline steps to remedy vertical constraints.
- (b) Identify locations along the final delivery routes where overhead utility lines may not be high enough for over-height permit loads and coordinate with the appropriate utility company if lines must be raised.
- (c) Identify roads and bridges that are not able to support the projected loads from delivery of the wind turbines and other facility components and make all necessary upgrades.
- (d) Identify locations where wide turns would require modifications to the roadway and/or surrounding areas and make all necessary alterations. Any alterations for wide turns shall be removed and the area restored to its preconstruction condition unless otherwise specified by the County Engineer(s).

(29) **[STAFF REPORT NO. 33]**. The Applicant shall repair damage to government-maintained (public) roads and bridges caused by construction activity including damage caused by subcontractors. Any damaged public roads and bridges shall be repaired promptly to their preconstruction state by the Applicant under the guidance of the appropriate public authority. Any temporary improvements shall be removed unless the County Engineer(s) request that they remain. The Applicant shall provide financial assurance to the Board of Commissioners of Champaign County that it will restore the public county and township roads in Champaign County it uses to their preconstruction condition. The Applicant shall also enter into a Road Use Agreement with the County Engineer(s), City Engineer, or other appropriate public authority prior to construction and subject to Staff review and confirmation that it complies with this condition. The Road Use Agreement shall contain provisions for the following: **[AMENDED]**

- (a) A preconstruction survey of the conditions of the roads.
- (b) A post-construction survey of the condition of the roads.
- (c) An objective standard of repair that obligates the Applicant to restore the roads to the same or better condition as they were prior to construction.
- (d) A timetable for posting of the construction road and bridge bond prior to the use or transport of heavy equipment on public roads or bridges or transport of heavy equipment on public roads or bridges.

(36) **[STAFF REPORT NO. 40]**. At least 30 days prior to the initiation of blasting operations, the Applicant must notify, in writing, the local fire departments, 911 Dispatch Center, and all residents or owners of dwellings or other structures within 1,000 feet of the blasting site. The Applicant or explosive contractor shall offer and conduct a pre-blast survey of each dwelling or structure within 1,000 feet of each blasting site, unless waived by the resident or property owner. The survey must be completed and submitted to Staff at least ten (10) days before blasting begins. **[AMENDED]**

(37) **[STAFF REPORT NO. 41]**. The Applicant shall comply with the turbine manufacturer's most current safety manual and shall maintain a copy of that safety

manual in the O&M building of the facility. **The Applicant shall provide fire and emergency management service personnel with turbine layout maps, tower diagrams, schematics, turbine safety manuals, and an emergency 24-hour toll-free phone number.**

- (38) **[STAFF REPORT NO. 42]**. At least 30 days before the preconstruction conference, the Applicant shall submit to Staff for review and confirmation that it complies with this condition, a proposed emergency and safety plan to be used during construction, ~~to be~~ developed in consultation with the fire department(s) having jurisdiction over the area. The fire chiefs of each department having jurisdiction over the project area must approve the plan in writing as evidenced by their signatures, before confirmation by Staff.
- (39) **[ADDITION]**. Before the first turbine is operational, the Applicant shall submit to Staff for review and confirmation that it complies with this condition, a fire protection and medical emergency plan to be used during operation of the facility, which shall be developed in consultation with the first responders having jurisdiction over the area. The fire chiefs of each department having jurisdiction over the project area must approve the plan in writing as evidenced by their signatures, before confirmation by Staff. At its own expense, the Applicant shall provide annual training for first responders and reimburse public entities for overtime expenses associated with such training for personnel. Upon request of a fire chief of a department having jurisdiction over the project area, Applicant shall, at its own expense, provide specialized equipment to allow properly-trained first responders to assist the Applicant's own employees in situations requiring a high-angle rescue team.
- (40) **[STAFF REPORT NO. 43]**. The Applicant shall establish a postal address compatible with the local 911 system ~~at~~ and each turbine site shall be clearly labeled with that address in case of fire or other emergencies prior to commercial operation. These addresses shall be provided to the 911 Dispatch Center Director, located at 1512 South U.S. Route 68, Urbana, Ohio prior to commercial operation. **[AMENDED]**
- (49) **[STAFF REPORT NO. 52]**. At least 30 days prior to construction, the Applicant shall perform a study of the potential impacts of the project to any known microwave path or system. The Applicant shall contact all ~~electric service providers~~ microwave operators that operate within the project area for a description of specific microwave paths to be included in the study. A copy of this study shall be provided to the ~~electric service providers~~ microwave operators for review, and to Staff for review and confirmation that it complies with this condition. 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 locations and worst-case Fresnel zone dimensions of all known microwave paths or systems operating within the project area, including all paths and systems identified by the ~~electric service providers~~ microwave operators that operate within the project area. In addition, the surveyor shall determine 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 study.

(50) **[STAFF REPORT NO. 53].** The Applicant shall mitigate all observed impacts (a) to microwave paths and systems identified in the communication studies performed for this project or required by the Board, (b) to new microwave paths or systems identified by ~~an electric service provider~~ a microwave path owner or operator after the communication studies are performed but prior to the date the Applicant advises such ~~electric service provider~~ microwave owner or operator of the final turbine layout; provided that construction has commenced on such new paths or system prior to the date the Applicant advises ~~such electric service provider~~ the affected path owner or operator of the final turbine layout, or (c) to new microwave paths or systems ~~identified by an electric service provider~~ following the date the Applicant advises ~~such electric service provider~~ the affected path owner or operator of the final turbine layout but only if the Applicant subsequently modifies the final turbine layout and such microwave paths or systems were modified or introduced in reliance upon the original final layout; provided that construction has commenced on such new paths or systems prior to the date that the Applicant advises ~~such electric service provider~~ the affected path owner or operator of the modified final turbine layout. Avoidance and mitigation shall consist of measures acceptable to Staff, the Applicant, and the affected path owner, operator, or licensee(s).
[AMENDED]

(59) **[STAFF REPORT NO. 62].** The Applicant shall comply with any drinking water source protection plan for any part of the facility that is located within drinking water source protection areas of the local villages and cities. If blasting is sought, Applicant shall also provide financial assurance during the construction phase of the project by posting adequate funds, in an amount determined by each respective water superintendent, for each blasting site in an escrow account to pay for any damage to wellfield equipment caused by blasting effects such as increased sedimentation or variation in flow rates.
[AMENDED]

(61) **[STAFF REPORT NO. 64].** Thirty days prior to commencement of construction, the Applicant must notify, in writing, any owner of an airport located within 20 miles of the project boundary, ~~whether public or private, whose operations, operating thresholds/minimums, landing/approach procedures and/or vectors are expected to be altered by the siting, operation, maintenance, or decommissioning of the facility.~~

- (62) **[STAFF REPORT NO. 65].** The Applicant must meet all recommended and prescribed FAA and ODOT Office of Aviation requirements to construct an object that may affect navigable airspace. This includes submitting coordinates and heights for all towers exceeding 199 feet at ground level for ODOT Office of Aviation and FAA review prior to construction, and the non-penetration of any FAA *Part 77* surfaces.
- (63) **[STAFF REPORT NO. 66].** All applicable structures, including construction equipment, shall be lit in accordance with FAA circular 70/7460-1 K Change 2, *Obstruction Marking and Lighting*; or as otherwise prescribed by the FAA. This includes all cranes and construction equipment. During construction, the Applicant shall ensure that all structures that reach 200 feet in height, at ground level, are temporarily marked and lit until permanent lighting is installed.
- (64) **[STAFF REPORT NO. 67].** The Applicant shall provide the flight service stations within proximity with notices to airman (NOTAM). These notices shall include the latitude and longitude coordinates for all structures, including cranes and construction equipment, that exceed 200 feet in height at ground level.
- (65) **[STAFF REPORT NO. 68].** The Applicant shall file all 7460-2 forms with the FAA at least 42 days prior to construction and to Staff for confirmation of compliance with this condition.
- (66) **[STAFF REPORT NO. 69].** Within 30 days of construction completion, the Applicant shall file the as-built transmission structure coordinates and heights (AGL) with the Ohio Office of Aviation and Federal Aviation Administration.
- (67) **[STAFF REPORT NO. 70].** The Applicant shall submit to Staff, for review and confirmation that it complies with this condition, a medical needs service plan for construction, testing, and operation of this facility, in coordination with the local emergency ~~life flight~~ medical helicopter service(s). ~~CareFlight~~. This plan shall incorporate measures that assure immediate shut downs of any portion of the facility necessary to allow direct routes for emergency ~~life flight~~ medical helicopter services within the vicinity of the facility. Upon request of EMS helicopter service providers, the Applicant shall, at its own expense, construct and maintain any suitable helipad(s) within the project area at safe distances from turbines for EMS helicopters to rendezvous with ground ambulance crews when necessary.
- (68) **[City Condition]** The Applicant shall immediately mitigate any adverse impacts or interference to public safety communications, particularly radio or cellular communications, or any new technology implemented such as the Multi-Agency Radio Communications System (MARCS), to the satisfaction of the 911 Dispatch Center Director. Due to the rapid changes in communications technology, the Applicant shall perform or contract for communications studies every two years to avoid such interference.

(69) [City Condition] The Applicant shall shut down turbines located in the flight path approaches to Grimes Field during daylight hours of regularly-scheduled annual tourism events at the airport, such as the Mid-East Regional Fly-In and Hot Air Balloon Festival. The City Airport Manager and event organizers are solely responsible for designating particular turbine locations to shut down and dates for each event in advance, and communicating such information to the Applicant.

(70) [City Condition] If CareFlight terminates its lease for its custom-built hangar at Grimes Field, and specifically indicates the reason for departure as proximity to the Champaign Wind project area, Applicant shall compensate the City for economic loss in a pro-rated amount based on the 99-year lease agreement for the CareFlight hangar.

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Summary: Brief Reply Brief of City of Urbana electronically filed by Mr. Gil S Weithman on behalf of City of Urbana, Ohio