

**BEFORE
THE OHIO POWER SITING BOARD**

In the Matter of the Application of Buckeye Wind LLC for a Certificate to Construct Wind-powered Electric Generation Facilities in Champaign County, Ohio.)))))	Case No. 08-0666-EL-BGN
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In the Matter of the Application of Buckeye Wind LLC to Amend its Certificate Issued in Case No. 08-666-EL-BGN))))	Case No. 13-360-EL-BGA
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**BUCKEYE WIND'S REPLY TO MEMORANDUM CONTRA BY INTERVENORS
CHAMPAIGN COUNTY AND URBANA TOWNSHIP TO BUCKEYE WIND'S
MOTION TO EXTEND CERTIFICATE**

I. INTRODUCTION

Buckeye Wind filed its request to extend its Certificate of Environmental Compatibility and Public Need issued in Case No. 08-666-EL-BGN (the "Certificate") following the Board's long standing practice to hear such requests through motion. Buckeye Wind also provided good cause for the extension, explaining how past and ongoing litigation continues to delay the project. Buckeye Wind provided examples of other certificate extensions and only seeks an extension to align the Buckeye I Wind Farm with the certificate timeframe for the Buckeye II Wind Farm, which is located in the same general area as the Buckeye I Wind Farm.

Intervenors Champaign County and Urbana Township ("Intervenors") Memorandum in Opposition does not cite a single substantive problem with the requested extension – no environmental impact, no change in location, nothing. Instead, Intervenors incorrectly imply that litigation is no longer proceeding on the project, that Buckeye Wind should have addressed the extension in its 2013 amendment application and that the RUMA condition from the Buckeye II

Wind project should be applied to the Buckeye I Wind project. Intervenors also dispute the use of a motion to extend the Certificate, arguing that an amendment application would allow for public comment.

Intervenors arguments should be rejected. As Intervenors know, litigation is still ongoing both at the federal level and before the Supreme Court of Ohio. This fact presents good cause for extending Buckeye Wind's Certificate. As to Intervenors' procedural arguments, even if Buckeye Wind's motion for extension is treated as an amendment, no hearing is required because no part of the facility is changing. O.R.C. § 4906.07(B). Nevertheless, to avoid and resolve Intervenors' procedural argument, the Board may grant Buckeye Wind's motion for waiver filed on August 4, 2014 ("Motion for Waiver") rendering the Intervenors' procedural arguments moot and allowing the Board to rule on the substance of Buckeye Wind's request for extension, which should be granted for good cause.

II. ARGUMENT

A. Buckeye Wind's Motion to Extend Is Appropriate Given Time Lost to Litigation.

Buckeye Wind is requesting an extension of just over three years to commence construction due, in large part, to time lost to litigation that has impaired Buckeye Wind's ability to proceed with development and construction of the Buckeye I Wind Farm. Intervenors admit that the Buckeye I Wind Farm spent its first two years in litigation – the time it took before the Board's March 22, 2010 Certificate was affirmed on March 6, 2012 by the Ohio Supreme Court. (Memo in Opp at 1-2.)

Intervenors claim that, after the Ohio Supreme Court's decision on March 6, 2012, "there was no further litigation of Buckeye's project." (Id. at 2.) **But that is inaccurate because Champaign County and Urbana Township are still litigating the Buckeye I Wind Project.**

Just days before claiming that “there was no further litigation,” Intervenor filed a July 16, 2014 Notice of Appeal to the Ohio Supreme Court challenging this Board’s recent decision allowing amendment of the Certificate for the Buckeye I Wind Farm. (*See* Supreme Court Appeal No. 14-1210, filed July 16, 2014.) As Buckeye Wind correctly predicted in its Motion to Extend, Intervenor’s litigation over the Amendment has continued, further delaying construction and development of the Buckeye I Wind Farm. (Motion to Extend at 6.)

Intervenor also cannot deny that Buckeye Wind has been embroiled in additional litigation over the Incidental Take Permit (“ITP”) issued to Buckeye Wind in July 2013. For the last year, the ITP has been the subject of a pending appeal in the U.S. Court of Appeals – D.C. Circuit, Case No. 1:13cv1435 (the “ITP Appeal”). That litigation has further delayed Buckeye Wind’s ability to proceed with the Buckeye I Wind Farm and creating the risk that its Certificate or ITP will be reversed, a risk that project financiers will not tolerate.

Because Buckeye Wind has been forced to litigate the propriety of the Board’s Certificate for years, and because Champaign County and Urbana Township are still litigating the Board’s certification of the Buckeye I Wind Project, the requested extension is entirely reasonable.

B. Buckeye Wind’s Motion to Extend is Appropriate to Align the Buckeye I and Buckeye II Wind Projects.

To be clear, the Buckeye I and Buckeye II projects are not necessarily planned or intended to be built together. Intervenor correctly note that the Buckeye I and Buckeye II projects are separate projects for which the Board held separate hearings and issued separate certificates. But, as Intervenor also admit, the Buckeye I project was amended to significantly improve the Project by making it possible for the Buckeye I project to utilize the electric substation, laydown yards and many of the underground transmission lines that are part of the

Buckeye II project – whether the Buckeye I and Buckeye II projects are constructed at the same time or at different times.

Intervenors' opposition makes the unsupported claim that Intervenors were not permitted at hearing to examine the potential for combined construction of the Buckeye I and Buckeye II projects. Tellingly, they offer no citation to the record that supports that claim. Even a cursory review of the record undercuts Intervenors' claim. At the 2009 Hearings on the Buckeye I Wind Farm, Intervenors' counsel did ask questions relevant to future projects. (*See, e.g.*, Case No. 08-666-EL-BGN, 11/9/2009 Tr. at 182 (asking about future plans) *and* 11/10/2009 Tr. at 342-43, 353 (asking about future potential turbines) all attached hereto as Exhibit A.) Then, in the Buckeye II hearings, questions were asked and answered about future impacts of contemporaneous or coordinated development by both Intervenors' counsel (*see, e.g.*, Case No. 12-0160-EL-BGN, 11/08/2012 Tr. at 71-74 (asking about future development and employees, roadways, timing, turbines)), and by counsel for other intervenors, too. (*See, e.g., id.* at 159-60 (regarding turbine sites), 175 (regarding cumulative impacts), all attached as Exhibit B.) Even in the recent January 2014 hearings on the application to amend the Buckeye I Certificate, testimony was offered about the reduced redundant impacts "that would result if the Buckeye I Wind Farm and Buckeye II Wind Farm were constructed and operated as proposed under the current certificates." (*See* Case No. 13-360-EL-BGA, Exhibit Filing dated 1/22/2014, Section 1 of 3 including Direct Testimony of Michael Speerschneider at p. 4 attached hereto as Exhibit C.) Intervenors were represented by counsel, who declined to cross-examine or challenge that testimony. (*See* Case No. 13-360-EL-BGA, 1/6/2014 Tr. at 14 ("MR. TALEBI: We have no questions, Your Honor."), attached hereto as Exhibit D.)

In any event, Intervenor make no suggestion that extending Buckeye Wind's Certificate will pose any real problem. The Board should, therefore, grant Buckeye Wind's Motion to Extend its Certificate.

C. The Buckeye I and Buckeye II Certificates Have Different Conditions Because They are Different Projects – But Intervenor Cite No Material Differences

As the Board is aware, the Buckeye I Wind Farm has been amended to achieve significant design improvements and to reduce redundancies with the Buckeye II Wind Farm. But they might not be constructed together, and certainly need not be. For example the projects could be built separately, together or together in phases. Intervenor assume that the Buckeye I and Buckeye II projects will be built together and, therefore, argue that an extension of time should be sought by application for amendment so that conditions of the two certificates can be revised to be consistent. (Memo in Opp at 2-3.) Intervenor miss the point that the extension request simply aligns the Buckeye I Certificate expiration date with the Buckeye II Certificate expiration date, which makes sense considering that the projects share the same general location and certain facilities.

Even if the projects are constructed together, Intervenor offer no cogent explanation for why the Certificate conditions need to be revised. Their only argument is that the Buckeye II Certificate requires a Road Use Maintenance Agreement ("RUMA"), whereas the Buckeye I Certificate does not. This is irrelevant considering the projects have separate certificates. Moreover, Intervenor don't address the fact that, although lacking a RUMA requirement, the Buckeye I Certificate certainly addressed and provided for maintenance and repair of roads. (See Case No. 08-666-EL-BGN, March 22, 2010 Certificate at pages 69-70 (analyzing arguments) and Condition Nos. 23 (regarding road improvements), 24 (road repairs), 56 (road bonds).) Road use and repair are addressed in the Buckeye I Certificate even without the express requirement to

enter into a RUMA with local authorities and Intervenor do not say why a RUMA would be either necessary or proper now.

Moreover, the need for a RUMA, or any provision for road use and repair, arises only when construction commences – whether by March 22, 2015 or May 28, 2018. Before that, there is nothing to be covered – whether by a RUMA or otherwise. It makes no sense for Intervenor to claim that a three-year extension of the certificate should require re-examination of road use. In fact, if the Buckeye I and Buckeye II projects are developed at the same time, the RUMA for Buckeye II would very likely cover roads used by both projects.

D. Buckeye Wind is Not Trying to Avoid Public Comment: There is No Right of Public Hearing in this Proceeding and Buckeye Wind Provided Public Notice of Its Motion to Extend to Which the Public has Responded.

Intervenor offer the unsupported and speculative suggestion that Buckeye Wind's request for an extension of the Certificate was made by motion to somehow avoid public comment. (Memo in Opp at 3.) This argument, like Intervenor's others, lacks merit.

Regardless of form, Buckeye Wind's request for an extension of time does not require a public hearing. The requested extension to address litigation delays and to align deadlines with a proximate project does not implicate any factors that otherwise must be addressed in an application to amend a certificate under R.C. 4906.06 – factors that already have been litigated and decided in the original proceeding for the Buckeye I Wind Farm and the amendment that was recently approved in Case No. 13-360-EL-BGN. Nor does the extension threaten any adverse environmental impact or otherwise change the location of all or any part of the facility. Therefore, as more fully explained in Buckeye Wind's Motion for Waiver (filed August 4, 2014), even if Buckeye Wind's motion is treated as an application to amend its Certificate, it does not give rise to any right of or need for a public hearing. O.R.C. § 4906.07(B).

Nor is there any “statutory allowance of time for public comment” as Intervenor claim – a point made plain by their failure to cite any supporting provision of the Ohio Revised Code. (Memo in Opp at 3.) What the Revised Code does require of an amendment application is that notice of certain applications for a certificate be served upon certain government officials and that public notice be provided. *See* O.R.C. § 4906.06(E) (incorporating notice provisions of § 4906.06 (B) & (C)). Here, although not required, Buckeye Wind did provide those forms of notice and public comments have been filed in response to those notices.

E. The Board May Extend Buckeye Wind’s Certificate On Motion or in the Alternative, May Grant Buckeye Wind’s Motion for Waiver.

Intervenor’s final argument is that Revised Code Section 4906.06(E) bars the Board from granting a motion to extend a certificate. (Memo in Opp at 3.) Buckeye Wind addressed this argument in its reply to UNU’s memorandum contra, noting that the Board has a long standing practice of approving requests for certificate extensions through motions. *See e.g. In re Norton Energy Storage*, Case No. 99-1626-EL-BGN, Entry dated June 2, 2008 (granting a second 30-month extension to the project); *In re Lawrence County Energy Center, LLC*, Case No. 01-369-EL-BGN, Entry dated July 31, 2009; *In re Lima Energy Company*, Case No. 00-513-EL-BGN, Entry dated July 30, 2012.¹ The Board’s practice also comports with the Board’s authority to waive the statutory requirement that an application be filed no more than five years prior to the planned date for project construction upon a showing of good cause (O.R.C. § 4906.06(A)) and Rule 4906-7-19(B) which allows the Board to prescribe different practices or procedures to be followed in a case.

¹ *See also In re Summit Energy Storage, Inc.*, Case No. 89-1302-EL-BGN, Entry dated November 23, 1998; *In re American Municipal Power-Ohio, Inc.*, Case No. 06-1358-EL-BGN, Entry dated December 17, 2012; *In re FDS Coke Plant, LLC*, Case No. 07-703-EL-BGN, Entry dated September 30, 2013.

Nevertheless, as stated in Buckeye Wind's reply to UNU's memorandum contra, the Board can resolve this procedural dispute moot by granting Buckeye Wind's Motion for Waiver, filed on August 4 in this proceeding. Buckeye Wind served the Motion for Extension with all of the procedural protections required of an application for amendment and no hearing is required under either scenario given that there is no change to the proposed facility. O.R.C. § 4906.07(B). Accordingly, the Intervenor's procedural argument can be resolved by granting the Motion for Waiver rendering the argument moot.

III. CONCLUSION

Champaign County and Urbana Township provide no substantive reasons as to why Buckeye Wind's request to extend its Certificate should not be granted. Instead, they continue to litigate this matter at every opportunity reinforcing why good cause exists to extend Buckeye Wind's Certificate. The Board should grant Buckeye Wind's Motion to Extend for good cause shown.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was served upon the following parties of record via U.S. Mail and via electron

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s/ Michael J. Settineri

Michael J. Settineri

EXHIBIT A

1 A. Yes.

2 Q. Are any other phases considered for the
3 project site or within the project area I guess is a
4 better word for it?

5 A. Within the project area of this
6 application this is the -- this is what we propose to
7 do.

8 Q. Are there any other sites included in the
9 current six townships that we've named that are
10 intervenors?

11 A. Potential future applications for
12 additional turbines?

13 Q. Yes.

14 A. As I said earlier, we do have some
15 additional land positions and we have no immediate
16 plans to propose any further turbines, but we have a
17 very -- a lot of work to do with this particular
18 application.

19 Q. How did you choose these 70 as opposed to
20 other ones that you've just talked about?

21 A. A combination of all the constraints
22 factors that we have addressed, fundamentally, but
23 also there's a point in time where you say this is
24 a -- we think this is a good and reasonable
25 development and we stop securing more land and we

1 an estimate.

2 Q. Yeah, I understand.

3 That could be considered a Phase II
4 project, could it not?

5 A. No, we wouldn't consider that a Phase II
6 in all likelihood, because noise footprint would be
7 increased beyond the level that we would find
8 acceptable in our design.

9 Q. So with regard to the current boundaries
10 of the project as was presented in figure 2, and I
11 don't, I'm sorry, I don't have the exhibit number, I
12 think it was a UNU Exhibit number with turbine 1 to
13 the north, turbine 70 at this point to the
14 southern-most portion, turbine 14 to the east, and
15 turbine 66 to the west, are you indicating that
16 within the bounds of that project that there are no
17 additional turbine potential that EverPower would
18 consider on a Phase II or Phase III?

19 A. Probably to answer that accurately I'd
20 need to refer to that document. Which can you just
21 point me to it?

22 Q. Sir, it's the constraint map.

23 ALJ SEE: Were you referring to figure 2
24 in the application?

25 MR. SELVAGGIO: Yes, your Honor.

1 A. Thank you, that's helpful.

2 Is the question referring to the
3 geographic area of everything on this map?

4 Q. Yes, sir.

5 A. In that context any future turbines,
6 potential future turbines, yeah, I'd say there's some
7 potential within that area. We'd have to do work,
8 but some potential.

9 Q. The reason that that question is being
10 asked is there's been discussion about the nature of
11 where the setback should be and whether it should be
12 from a residence, whether it should be from a
13 property line.

14 When EverPower is conducting its
15 2,000-foot figure of setback, is EverPower figuring
16 that 2000-foot setback from a residence or from a
17 property line?

18 A. That is from a residence.

19 Q. And so depending on where the residence
20 is, the average distance from the property line would
21 be significantly lower; is that a fair statement?

22 A. Depending on where a turbine is located,
23 it may be lower.

24 Q. Based on your knowledge of the project
25 can you share with us what the average distance is

1 There is no specific noise criteria that
2 has been set to the state level. So we have placed
3 our own, made our own assumptions from our experience
4 and from the industry experience, in our independent
5 experts, as to what is an appropriate noise threshold
6 for development of this nature.

7 As I said before, there are many, many
8 turbines operating in the U.S. that which will
9 generate -- which are and will generate significantly
10 more noise at the receptors than this project will
11 do.

12 Q. Just the 2,000-foot setback average that
13 you have allowed for expansion of the project within
14 this project footprint area as I defined it being
15 measured by turbine 1 to the north, turbine 70 to the
16 south, turbine 14 to the east, and turbine I think
17 it's 66 to the west?

18 A. Again, just looking at that I think there
19 may be potential for some additional turbines within
20 that footprint at some future juncture.

21 Clearly those turbines would and the
22 assessments involved with those turbines would have
23 to give due consideration to any existing development
24 that's already there, be it a wind farm, be it any
25 other form of development.

EXHIBIT B

1 in an uncertain market?

2 A. Uh-huh.

3 Q. I'm sorry. So given all of these
4 uncertainties that we talked about, do you still
5 maintain that there's a high degree of certainty that
6 you would find buyers for the project?

7 A. Yes, I do.

8 Q. If, in fact, the county commissioners
9 choose not to adopt a PILOT program, have you
10 discussed with your company officials whether you
11 will approach the legislature for more advantageous
12 legislation to make the project work?

13 A. I have not had that discussion, no.

14 Q. Okay. And just so that I'm clear, is the
15 project -- does the project continue to have
16 viability, is the project still possible if the
17 county commissioners were not to adopt the PILOT
18 program?

19 A. I think that was sort of the same
20 question as before. It does make it much, much more
21 difficult.

22 Q. But it's not impossible?

23 A. Well, we're developers, so we never say
24 "impossible," but that would be a major factor in the
25 project. It would present a major challenge to the

1 project. We would, you know, look at all other
2 different options to the extent that they're there,
3 exist, and then try to work through some of the
4 issues to make the project viable.

5 Q. So when you consider -- when you say
6 "project," are you talking about just Buckeye I or
7 Champaign Wind or both of them together?

8 A. I guess in what context are you talking
9 about?

10 Q. When talking about the viability of the
11 project and whether the project can go through, are
12 you speaking about Buckeye Wind, Champaign Wind, or
13 both?

14 A. I think for the purpose of this
15 proceeding, I'm talking about Buckeye II.

16 Q. And Buckeye II is also known as Champaign
17 Wind?

18 A. Yes. I'm sorry.

19 Q. So if we are just talking about Champaign
20 Wind and Buckeye II, when will the commissioners
21 receive the application for Buckeye I?

22 MR. SETTINERI: Just to clarify, the
23 application for what?

24 MR. SELVAGGIO: I'm sorry, the PILOT
25 request.

1 A. I'm not sure we have a specific time
2 frame for that right now.

3 Q. Okay. Thank you. I'm sorry, Mike, I do
4 have one other question with regard to that general
5 subject matter. How many people do you anticipate
6 will be directly employed by the Champaign Wind
7 project?

8 A. Well, we look at that in, you know,
9 different phases.

10 Q. Yes, sir.

11 A. There are -- I believe we're looking at
12 somewhere in the neighborhood of about 100 employees;
13 500 and some, that's indirect. So about 100 directly
14 employed, construction workers during the
15 construction phase, and during the operations would
16 be about seven operators and full-time employees for
17 operating the project.

18 Q. Are you able to tell me how many people
19 will be employed over and above those employed by
20 Buckeye I?

21 A. I can't say that. I would say, you know,
22 there would be some overlap on that from an
23 efficiency standpoint. Of course, it does depend if
24 there are different turbine models that are used, you
25 have to have some distinctions and people trained to

1 know one or both of those turbines.

2 But I think for the entire project, you
3 know, it would be almost a one-to-one ratio in terms
4 of the number of additional employees. So if we have
5 seven to ten for Buckeye I, we'd have another seven
6 to ten for Buckeye II.

7 Q. So as we look, for example, to roadway
8 issues and those things, do you anticipate that
9 Buckeye I would be constructed at the same time as
10 Buckeye II?

11 A. We haven't made that determination yet.
12 We certainly will look at that, but I can't say for
13 sure at this point.

14 Q. So there could be increased costs to the
15 project, if, for example, you were to complete
16 Buckeye I, take care of all the roadway issues to
17 restore them to the original condition, and then we
18 have the Buckeye II to damage the very roads that we
19 just fixed, potentially.

20 A. That's possible, yes.

21 Q. Okay. You said something interesting
22 just a minute ago, and I want to make sure I'm clear.
23 Is there a possibility that in Buckeye I there would
24 be different turbines used than in Buckeye II?

25 A. Yes, there's a possibility.

1 Q. Okay. So some of these leases were
2 acquired before that application occurred?

3 A. Yeah.

4 Q. Were any of the leaseholdings; that is,
5 any of the land that was under lease by the time the
6 application for Buckeye Wind was submitted to the
7 Board, considered before that time for possible
8 inclusion in Buckeye Wind I?

9 A. I think at the time of Buckeye I, we
10 looked at all possible project sites, and, as I said,
11 made the decision on what we thought was the most
12 viable and practical project to present for
13 Buckeye I.

14 Q. Are any of the landholdings that are
15 providing turbine sites in Buckeye II the same sites
16 that were rejected for one reason or another as part
17 of the Buckeye Wind I?

18 A. I'm not sure if those two -- no, they
19 weren't.

20 Q. Maybe I should clarify my question,
21 because I can tell from your answer it might not have
22 been clear. You're aware that in Buckeye I the Board
23 excluded some of the turbine sites.

24 A. That's right. To be clear, none of the
25 rejected turbine sites for Buckeye I are in the

1 application for Buckeye II.

2 Q. Now, you are referring to those turbine
3 sites rejected by the Board in Buckeye I?

4 A. That's right.

5 Q. Okay. Let me ask you the next question
6 about this, which is, did EverPower consider the
7 inclusion of any other land in Buckeye I that they
8 decided at that point was not suitable for inclusion
9 in Buckeye I and then turn around and include those
10 as turbine sites in Buckeye II?

11 A. I'm not -- I think the process was for
12 Buckeye I that we did utilize the land we had
13 currently under contract to maximize that project in
14 the design that we presented under Buckeye I. So the
15 answer is that, no, there were no suitable sites that
16 were available to us for Buckeye I that we are now
17 using for Buckeye II.

18 Q. Were there any sites that were deemed to
19 be unsuitable for Buckeye I you are now using in
20 Buckeye II?

21 MR. SETTINERI: I object at this time. I
22 am hearing a lot of Buckeye I. I don't think this is
23 a relevant line of questioning. This is about
24 alternative sites, which has already been found to be
25 not relevant.

1 cumulative impact on the visual effects from
2 Buckeye I and Buckeye II, correct?

3 A. As a part of the report, yes.

4 Q. And the reason that you did that is
5 because the Buckeye I project area and the Buckeye
6 Wind II project area have a substantial degree of
7 overlap, correct?

8 A. That's -- yes, that's one of the reasons.
9 Yes.

10 Q. Can you give me an estimate of as to how
11 much percentage they overlap?

12 A. I wouldn't be quite sure how to quantify
13 that. I'm not sure how you would describe the
14 project area.

15 Q. But you can see the amount of overlap by
16 looking at figure 20 of Exhibit Q, correct?

17 A. I think that shows it pretty well, yes.

18 Q. When you were meeting with the staff in
19 November 2011, did the staff express any concerns
20 about the cumulative visual impact of Buckeye I and
21 Buckeye II?

22 A. I don't know. When you say "express
23 concern," like I said before, I think it was
24 discussed that we should consider the cumulative
25 impacts throughout the application, and we've done

EXHIBIT C

Large Filing Separator Sheet

Case Number: 13-360-EL-BGA

File Date: 1/22/2014

Section: 1 of 3

Number of Pages: 200

Description of Document: Exhibits

Buckeye Wind for the Buckeye I Wind Farm, Case No. 08-666-EL-BGN, as well as the application by Champaign Wind for the Buckeye II Wind Farm, Case No. 12-160-EL-BGN. I have previously testified at length before the Ohio Power Siting Board in the Buckeye II Wind Farm proceeding, Case No. 12-160-EL-BGN.

Q.3. What is your educational and professional background?

A.3. I received a B.S. in Physics and a B.A. in environmental studies from the University of Pittsburgh. I received a M.S. in Technology and Policy and a M.S. in Materials Science and Engineering from the Massachusetts Institute of Technology. Prior to attending MIT, I worked for Cambridge Energy Research Associates developing models for demand, supply and pricing in North American natural gas markets. I joined EverPower in 2004 and have been involved in all facets of its developed projects and operations. While my focus has been on development, permitting, policies and siting or zoning regulations, I have worked closely with our financial, commercial and operations teams to help ensure efficient development, construction and operation of our projects. I have worked closely with project operators to engage local officials and residents, as well as state and federal regulators, regarding what few issues have arisen as a result of project operations.

Q.4. On whose behalf are you offering testimony?

A.4. I am testifying on behalf of the applicant, Buckeye Wind LLC.

Q.5. What is the purpose of your testimony?

A.5. To describe the proposed amendments to the certificate granted on March 22, 2010, and to discuss the factors behind the addition of a new access road and relocation of a substation which are the subjects of this hearing. As my testimony will highlight, the

new access road and the relocation of the substation are in the best interests of the public. I will also sponsor the admission of the application into evidence along with the exhibits and the proof of publication. Finally, I will review the conditions suggested by the Board's Staff in the Staff Report of Investigation filed on November 1, 2013 and respond on behalf of the Applicant.

Q.6. Please describe the amendments proposed in the application?

A.6. On March 19, 2013, Buckeye Wind submitted its application to amend the Buckeye Wind LLC certificate proposing to amend the Project's collection line design, the location and size of three construction staging areas, the location of four access roads, the addition of a new access road and the relocation of the project substation. On December 13, 2013, Buckeye Wind filed a notice of withdrawal of its request to shift the western construction staging area, leaving only the request to add a new access road and the request to shift the project substation as the issues for this hearing. The application was prepared at and under my direction, and has been designated as Company Exhibit 2.

The proposed amendment as a whole, will result in significantly less impact on the environment and the local community, primarily as a result of eliminating overhead collection lines in favor of underground lines. For example, the proposed amendment converts approximately 40 miles of overhead collection lines to underground collection lines, eliminating poles and above-ground wires. Just as important, the total collection line distance has been reduced from approximately 65 miles to 42 miles. These changes are significant design improvements, which Buckeye Wind was able to accomplish by obtaining additional property rights.

Another benefit of the proposed design is that the majority of the collection line system, all staging areas and the substation for the Buckeye I Wind Farm (Case No. 08-666-EL-BGN) will now share the same locations as the collection line system, staging areas and substation for the Buckeye II Wind Farm (Case No. 12-160-EL-BGN). This design change avoids redundant impacts that would result if the Buckeye I Wind Farm and Buckeye II Wind Farm were constructed and operated as proposed under the current certificates. Instead, under the new design as proposed in the amendment, both projects can utilize the same substation and staging areas as well as the same locations for the majority of the collection line systems.

Q.7. Would you please provide a description of the new access road that Buckeye Wind is proposing to construct?

A.7. The new access road will run north and south between turbines 16 and 18. It will start at an approved access road location south of turbine 16 and will then follow a collection line route that was approved in the initial certificate proceeding for the Buckeye I Wind Farm, terminating at turbine 18. The addition of this access road will be an improvement to the overall design because it will allow for a direct route from the nearby construction staging area to turbines 21, 18, 16 and 17, reducing the need to use Perry Road to access turbines 16 and 17 during construction and operation of the Buckeye I Wind Farm.

Q.8. Are there any environmental concerns with Buckeye Wind constructing a new access road as part of the Project?

A.8. No. The new access road will require a stream crossing near turbine 18 where a crossing for a Buckeye I Wind Farm collection line has been approved. The stream is a

low quality stream, and is an ephemeral, Modified Class I stream. A culvert is already in place at the stream and Buckeye Wind plans to utilize it if possible or improve it depending on the results of further analysis. The new access road will be located in active agricultural areas, and will only have a limited, temporary forest impact of 0.14 acres as a result of the temporary clearing impact performed during construction of the access road.

Q.9. Would you please provide a description of Buckeye Wind's proposal to abandon the current Buckeye I Wind Farm substation location?

A.9. If the amendment is approved, the current location for the Buckeye I substation will be abandoned, and the substation will be placed at the same location as the Buckeye II Wind Farm substation. The Buckeye II Wind Farm substation location is approximately 1,000 feet center to center from the current Buckeye I Wind Farm substation location, and is approximately 1,227 feet from the nearest non-participating residence versus 1,531 feet from the current location for the Buckeye I Wind Farm substation. Importantly, amending the Buckeye I Wind Farm certificate to place the Buckeye I Wind Farm substation at the same location as the Buckeye II Wind Farm substation will allow both projects to share the same substation, and avoid the impact of two substations on the same parcel.

Q.10. Are there any environmental concerns or other concerns with Buckeye Wind's proposal to use the Buckeye II Wind Farm substation location?

A.10. No. The substation will remain located in an active agricultural field, and will be 1,227 feet from the nearest non-participating residence and at the same location as the approved Buckeye II Wind Farm substation. Having the flexibility to combine the

substations at one location is a better design and will result in less overall impact to the property.

Q.11. Is the March 19, 2013 application including all appendices and exhibits true and accurate to the best of your knowledge and belief?

A.11. Yes, subject to any clarifying statements made by Buckeye Wind in response to Staff's data requests. In addition, Buckeye Wind withdrew its request to amend the certificate to shift the western construction staging area on December 13, 2013.

Q.12. Did Buckeye Wind have notices of the application to amend published in a newspaper of general circulation in Champaign County?

A.12. Yes, a notice was published on April 1, 2013 in the Urbana Daily Citizen. A true and accurate copy of that notice that has been designated as Company Exhibit 3.

Q.13. Have you reviewed the Staff Report of Investigation issued in this proceeding?

A.13. Yes.

Q.14. Does Buckeye Wind have any concerns with any of the conditions recommended by Staff in the Staff Report of Investigation?

A.14. No, although condition 3 is no longer applicable because Buckeye Wind has withdrawn its request to relocate the western construction staging area.

Q.15. What do you recommend that the Ohio Power Siting Board do in this case?

A.15. I recommend that the Ohio Power Siting Board grant the application to amend the certificate.

Q.16. Does this conclude your direct testimony?

A.16. Yes, it does.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was served upon the following parties of record via electronic mail this 23rd day of December, 2013.

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in

Case No(s). 13-0360-EL-BGA

**Summary: Testimony of Michael Speerschneider electronically filed by Mr. Michael J. Settineri
on behalf of Buckeye Wind LLC**

EXHIBIT D

BEFORE THE OHIO POWER SITING BOARD

- - -

In the Matter of the :
Application of Buckeye :
Wind Farms, LLC, for an :
Amendment to its : Case No. 13-360-EL-BGA
Certificate to Install :
and Operate a Wind :
Powered Electric :
Generation Facility in :
Hardin County, Ohio. :

- - -

PROCEEDINGS

Before Mr. Scott Farkas, Administrative Law
Judge, at the Ohio Power Siting Board, 180 East
Broad Street, Columbus, Ohio, Hearing Room 11C,
on Monday, January 6, 2014, at 10:00 a.m.

- - -

ARMSTRONG & OKEY, INC.
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- - -

1 And then go on as it is currently, "In addition,
2 Buckeye Wind withdrew its request to amend the
3 certificate to shift the western construction
4 staging area on December 13, 2013."

5 Q. Any other changes to your testimony,
6 Mr. Speerschneider?

7 A. No.

8 Q. If I were to ask you the questions in
9 your testimony today, would your answers be the
10 same subject to the revision you just provided?

11 A. Yes.

12 MR. SETTINERI: Thank you, Your
13 Honor. The witness is available for
14 cross-examination.

15 ALJ FARKAS: Okay. Why don't we
16 start with Champaign County.

17 MR. TALEBI: We have no questions,
18 Your Honor. Thank you.

19 ALJ FARKAS: Does Staff have any
20 questions?

21 MR. MARGARD: No, thank you, Your
22 Honor.

23 ALJ FARKAS: Do you have any
24 questions?

25 MR. VAN KLEY: No questions for

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in

Case No(s). 08-0666-EL-BGN, 13-0360-EL-BGA

Summary: Reply by Buckeye Wind LLC to the Memorandum Contra of Intervenors Champaign County and Urbana Township to Buckeye Wind's Motion to Extend Certificate electronically filed by Mr. Michael J. Settineri on behalf of Buckeye Wind LLC