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Docketing Division

Public Comment

To: Ohio Power Siting Board From: Gary J. Biglin

Fax: 614 - 466 - 0313 Pages: 3

Phone: Date: 10-15-2014

Re: Black Fork Wind cc: Case # 10-2865-EL-BGN

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Public Comment
Case # 10-2865-EL-BGN

Gary J. Biglin
5331 State Route 61 South
Shelby, Ohio 44875

Re: Reply in Support of Black Fork's Motion for
Extension of Certificate Black Fork Wind
Energy Project Case No # 10-2865-EL-BGN.

To: Mr. Thomas W. Johnson, OPSB chairman,
OPSB Board Members and Staff.

"The fact that no landowners participating in this project have submitted any public comments opposing the extension of the Certificate". (p. 4 Black Fork Support Brief). Reasons for this could be that 1) participating landowners are not continuously notified and updated of the status of the Black Fork Wind Project. When I see some of them in public they often inquire "what's going on in regard to the wind project?", 2) could they be concerned that paragraphs in their wind energy lease agreements, in Section #9 (9.2) "No Interference" and Section #13 (13.2) "Confidentiality", may preclude them from speaking out? #

1
Wind energy lease agreement, submitted in Case No # 10-2865-EL-BGN Black Fork Wind Energy, under case documents 9-19-2011, Testimony of Alan K. Price and exhibits.

and 3) that they (participating landowners) can continue to use their property for agricultural purposes may be true, but the lease contract does not allow any uses that could possibly interfere with the lessee's wind rights to develop wind energy on the property. Therefore installing new barns, grain handling facilities, or a new farmstead home ~~the~~ on the property could be precluded from being allowed if lessee's wind rights to the property would be infringed on.¹

These fore mentioned reasons could be why participating leased property owners are not commenting and could well affect and limit efficient land use of their property for years to come.

Thank you for your time,

Harry J. Bigler

¹ Wind energy lease agreement, submitted in Case No# 10-2865-EL-BGN Black Fork Wind Energy under case documents 9-19-2011, Testimony of Alan K. Price and exhibits.