

**BEFORE
THE OHIO POWER SITING BOARD**

In the Matter of the Application of Hardin Wind)	
Energy, LLC for a Certificate of Environmental)	Case No: 09-479-EL-BGN
Compatibility and Public Need for the Hardin Wind)	
Farm.)	

In the Matter of the Application of Hardin Wind)	
Energy, LLC for an Amendment to its Certificate to)	Case No: 11-3446-EL-BGA
Install and Operate a Wind-Powered Electric)	
Generation Facility in Hardin County, Ohio.)	

In the Matter of the Application of Hardin Wind)	
Energy, LLC for a Third Modification to its)	
Certificate to Install and Operate a Wind-Powered)	Case No: 16-469-EL-BGA
Electric Generation Facility in Hardin County,)	
Ohio.)	

In the Matter of the Application of Hardin Wind)	
Energy, LLC for a Modification to its Certificate)	Case No: 16-2404-EL-BGA
Issued in Case No. 09-479-EL-BGN.)	

In the Matter of the Application of Hardin Wind)	
Energy, LLC for a Fifth Modification to its)	Case No: 18-677-EL-BGA
Certificate Issued in Case No. 09-479-EL-BGN.)	

**HARDIN WIND ENERGY, LLC’S RESPONSE TO THE
FIRST DATA REQUEST FROM THE STAFF OF THE OHIO POWER SITING BOARD**

Hardin Wind Energy LLC (“Hardin Wind”) was certified by the Ohio Power Siting Board (“Board”) to construct the Hardin Wind Farm, a wind-powered electric generation facility to be located in Hardin County, Ohio, in accordance with the Certificate of Environmental Compatibility and Public Need issued by the Board in Case No. 09-479-EL-BGN, as amended in Case Nos. 11-3446-EL-BGA, 16-469-EL-BGA, 16-2404-EL-BGA, and 18-677-EL-BGA (“Certificate”). On July 17, 2020, Hardin Wind filed notice of relinquishment and withdrawal of its Certificate with Board

On July 24, 2020, the Staff of the OPSB ("OPSB Staff") provided the Hardin Wind with OPSB Staff's First Data Request. Now comes the Hardin Wind providing the following response to the First Data Request from the OPSB Staff.

1. **Please provide photos of the areas and documentation as to the results of the reclamation from the property owners.**

Response: Attachments 1 through 7 contain photos from each location where decommissioning was required. In addition, documents from each property owner of those locations is included in Attachments 1 through 7 evidencing that decommissioning has been addressed to their satisfaction.

2. **Initial photos of the site marked T20 (Mark Runkle) appears to have orange debris visible in the photo.**

Response: All construction debris has been removed from the site and discarded properly. Attachment 4 contains the most recent photo of the site marked T20, which replaces and supersedes any previous photos, and reflects that all debris has been properly removed.

2. **At the site marked T21 (Mark Runkle), there appears to be a dry area that shows erosion to the north of the decommissioned turbine site. Please provide explanation.**

Response: With regard to the site marked T21, based on the color compared to surrounding soil, there are tire tracks going both over and under the material, the surface texture, and soil moisture signatures emerging from beneath the tan patch, this is very likely to be crop waste (chaff) from last year's harvest. As the material dies and dries out it becomes very buoyant, and during spring (or other significant moisture events under bare-soil conditions) this dead and loose material will float/flow over the field surface and accumulate in low-lying areas. It only takes a subtle surface contour change of an inch to a few inches to get water ponding and begin accumulation of chaff. Commonly it is seen clogging up roadside ditches, drain tile vents/inlets, and culverts. Reviewing past aerial imagery in google earth, the moisture signatures under years with bare soil conditions (1994, 2004, 2016) show low-lying areas around where T21 is located so the drainage

pattern is definitely a factor of pre-existing topography in the field. Photos of this site are included in Attachment 4.

3. **The initial photo of the site marked T2 (Upper Scioto Valley Local School District), has poor quality, please provide additional photos of this site.**

Response: See Attachment 1 for the updated photo of the site marked T2.

4. **Please provide any documentation from the Hardin County Commissioners, Hardin County Engineer, and AEP Transmission Company ("AEP"), Inc. regarding the request for relinquishment.**

Response: See Attachment 8 which affirms that the Hardin County Engineer is all right with the status of the roads in the project area and with Hardin Wind relinquishing its certificate. In addition, Hardin Wind had discussed the relinquishment with both the Hardin County Commissioners and AEP and has confirmed that they do not oppose the notice of relinquishment filed by Hardin Wind; both will be providing written documentation of this confirmation shortly. Once Hardin Wind receives those confirmations, they will be filed in these proceedings.

Respectfully submitted,

/s/ Christine M.T. Pirik
Christine M.T. Pirik (0029759)
(Counsel of Record)
William V. Vorys (0093479)
Dickinson Wright PLLC
150 East Gay Street, Suite 2400
Columbus, Ohio 43215
Phone: (614) 591-5461
Email: cpirik@dickinsonwright.com
wvorys@dickinsonwright.com

Attorneys for Hardin Wind Energy, LLC

CERTIFICATE OF SERVICE

The Ohio Power Siting Board's e-filing system will electronically serve notice of the filing of this document on the parties referenced in the service list of the docket card who have electronically subscribed to this case. In addition, the undersigned certifies that a copy of the foregoing document is also being served upon the persons below via electronic mail this 7th day of August, 2020.

/s/ Christine M.T. Pirik

Christine M.T. Pirik (0029759)

Counsel:

john.jones@ohioattorneygeneral.gov
werner.margard@ohioattorneygeneral.gov
cendsley@ofbf.org
philip.sineneng@thompsonhine.com
cmblend@aep.com

Administrative Law Judge:

jeffery.jones@puco.ohio.gov
greg.price@puco.ohio.gov

4838-3597-3575 v1 [39579-20]

Attachment 1

Site T2 Upper Scioto Valley Board of Education

/s/ Christine M.T. Pirik
Christine M.T. Pirik (0029759)
(Counsel of Record)
William V. Vorys (0093479)
Dickinson Wright PLLC
150 East Gay Street, Suite 2400
Columbus, Ohio 43215
Phone: (614) 591-5461
Email: cpirik@dickinsonwright.com
wvorys@dickinsonwright.com

Attorneys for Hardin Wind Energy, LLC



April 30, 2020

Via Certified Mail

Upper Scioto Valley Local School District Board of Education
510 South Courtright St., PO Box 305
McGuffey, OH 45859

RE: WIND LEASE AND EASEMENT AGREEMENT dated June 10, 2009 by and between
HARDIN WIND ENERGY LLC (“Invenergy”) and UPPER SCIOTO VALLEY LOCAL
SCHOOL DISTRICT BOARD OF EDUCATION (“Owner”) (the “Agreement”)

To whom it may concern:

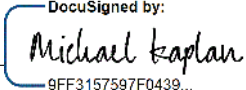
You have indicated that you will be performing decommissioning actions related to the facility installation placed on your property under the Agreement.

Please note that following compliance with the decommissioning obligations, including but not limited to removing location fencing and stabilizing the soil, you should return the executed Completion Notice, attached hereto as Exhibit A. Following receipt of the Completion Notice, Invenergy will remit payment of _____ for each turbine location on the Property.

We thank you for the opportunity to do business with us and wish you the best in your future endeavors.

Respectfully,

HARDIN WIND ENERGY LLC

By:  _____
9FF3157597F0439...

Michael Kaplan, Vice President



EXHIBIT A
NOTICE OF COMPLETION

RE: WIND LEASE AND EASEMENT AGREEMENT dated June 10, 2009 by and between
HARDIN WIND ENERGY LLC ("Invenergy") and UPPER SCIOTO VALLEY LOCAL
SCHOOL DISTRICT BOARD OF EDUCATION ("Owner") (the "Agreement")

This letter shall act as confirmation that all decommissioning obligations pursuant to the Agreement have been fully satisfied by Owner and no further decommissioning obligations remain.

By execution of this letter, Invenergy and Owner (collectively the "Parties") hereby fully and completely release and forever discharge each other, including all affiliates of each Party, from all actions, causes of action, suits, debts, obligations, indemnification responsibilities, claims, and demands whatsoever which they and/or their affiliates now have or hereafter can, shall or may have under the decommissioning obligations of the Agreement. Any further obligations which may exist under the Agreement shall remain unaffected.

Confirmation:

Owner: USV Schools

By: [Signature]

Name: Craig M. Hurley
Superintendent









Attachment 2

Site T16 DW Rorhs LLC

/s/ Christine M.T. Pirik

Christine M.T. Pirik (0029759)

(Counsel of Record)

William V. Vorys (0093479)

Dickinson Wright PLLC

150 East Gay Street, Suite 2400

Columbus, Ohio 43215

Phone: (614) 591-5461

Email: cpirik@dickinsonwright.com

wvorys@dickinsonwright.com

Attorneys for Hardin Wind Energy, LLC



April 30, 2020

Via Certified Mail

DW Rohrs LLC

PO Box 254

McGuffey, OH 45859

RE: WIND LEASE AND EASEMENT AGREEMENT dated March 16, 2009 by and between
HARDIN WIND ENERGY LLC (“Invenergy”) and DW ROHRS LLC (“Owner”) (the
“Agreement”)

Mr. Rohrs:

You have indicated that you will be performing decommissioning actions related to the facility installation placed on your property under the Agreement.

Please note that following compliance with the decommissioning obligations, including but not limited to removing location fencing and stabilizing the soil, you should return the executed Completion Notice, attached hereto as Exhibit A. Following receipt of the Completion Notice, Invenergy will remit payment of _____ for each turbine location on the Property.

We thank you for the opportunity to do business with us and wish you the best in your future endeavors.

Respectfully,

HARDIN WIND ENERGY LLC

By:  _____
9FF3157597F0439...

Michael Kaplan, Vice President



EXHIBIT A
NOTICE OF COMPLETION

RE: WIND LEASE AND EASEMENT AGREEMENT dated March 16, 2009 by and between
HARDIN WIND ENERGY LLC (“Invenergy”) and DW ROHRS LLC (“Owner”) (the
“Agreement”)

This letter shall act as confirmation that all decommissioning obligations pursuant to the
Agreement have been fully satisfied by Owner and no further decommissioning obligations
remain.

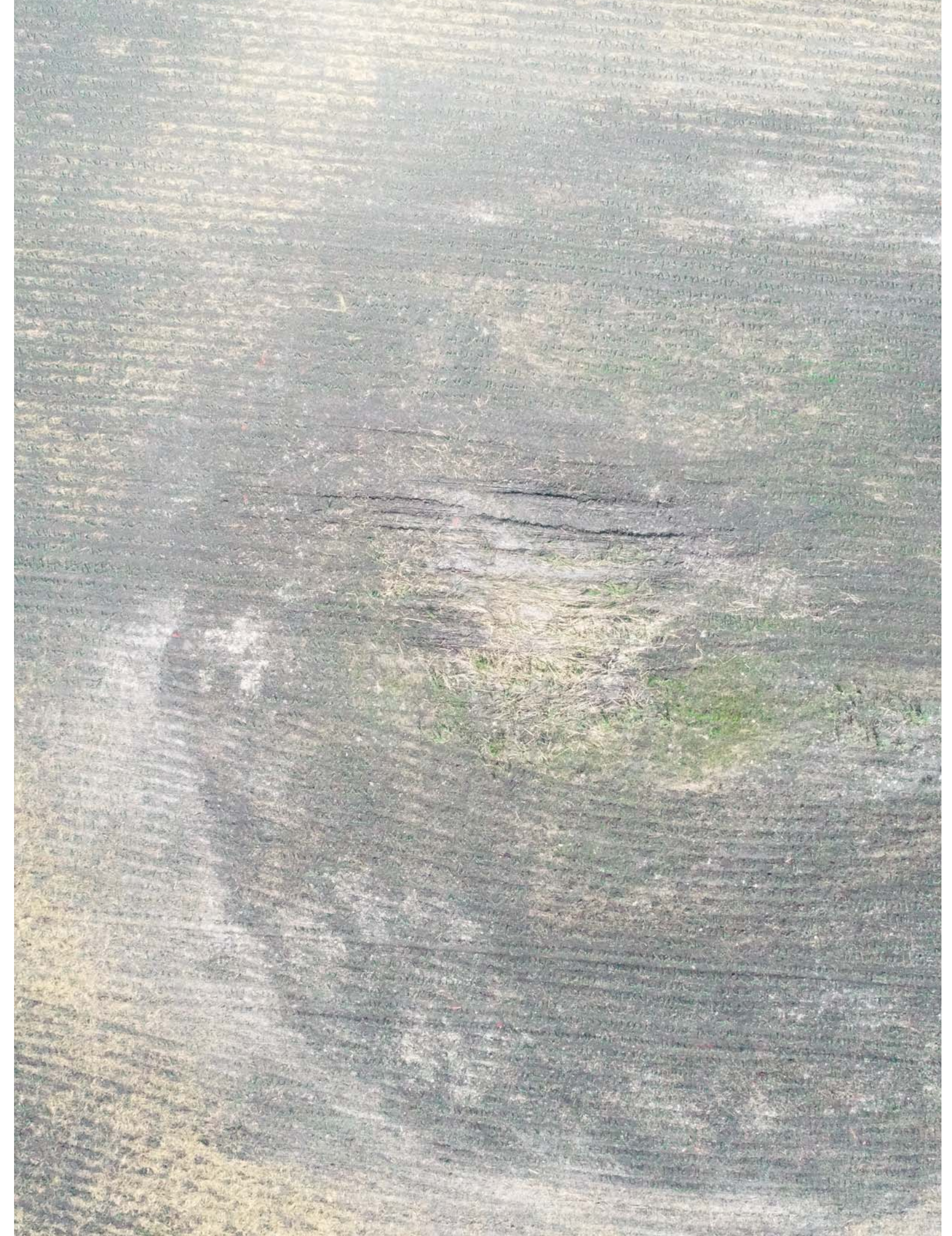
By execution of this letter, Invenergy and Owner (collectively the “Parties”) hereby fully and completely
release and forever discharge each other, including all affiliates of each Party, from all actions, causes of
action, suits, debts, obligations, indemnification responsibilities, claims, and demands whatsoever which
they and/or their affiliates now have or hereafter can, shall or may have under the decommissioning
obligations of the Agreement. Any further obligations which may exist under the Agreement shall remain
unaffected.

Confirmation:

Owner: _____

By: _____

Name: _____









Attachment 3

Sites T17 and T19 Rorhs

/s/ Christine M.T. Pirik
Christine M.T. Pirik (0029759)
(Counsel of Record)
William V. Vorys (0093479)
Dickinson Wright PLLC
150 East Gay Street, Suite 2400
Columbus, Ohio 43215
Phone: (614) 591-5461
Email: cpirik@dickinsonwright.com
wvorys@dickinsonwright.com

Attorneys for Hardin Wind Energy, LLC



April 30, 2020

Via Certified Mail

John W. Rohrs
PO Box 184
McGuffey, OH 45859

RE: WIND LEASE AND EASEMENT AGREEMENT dated March 16, 2009 by and between
HARDIN WIND ENERGY LLC (“Invenergy”) and JOHN W. ROHRS AND JASON D.
ROHRS (“Owner”) (the “Agreement”)

Mr. Rohrs:

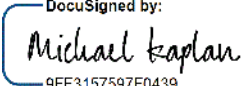
You have indicated that you will be performing decommissioning actions related to the facility installation placed on your property under the Agreement.

Please note that following compliance with the decommissioning obligations, including but not limited to removing location fencing and stabilizing the soil, you should return the executed Completion Notice, attached hereto as Exhibit A. Following receipt of the Completion Notice, Invenergy will remit payment of _____ for each turbine location on the Property.

We thank you for the opportunity to do business with us and wish you the best in your future endeavors.

Respectfully,

HARDIN WIND ENERGY LLC

By:  _____
DocuSigned by:
9FF3157597F0439...

Michael Kaplan, Vice President



EXHIBIT A
NOTICE OF COMPLETION

RE: WIND LEASE AND EASEMENT AGREEMENT dated March 16, 2009 by and between
HARDIN WIND ENERGY LLC ("Invenergy") and JOHN W. ROHRS AND JASON D.
ROHRS ("Owner") (the "Agreement")

This letter shall act as confirmation that all decommissioning obligations pursuant to the Agreement have been fully satisfied by Owner and no further decommissioning obligations remain.

By execution of this letter, Invenergy and Owner (collectively the "Parties") hereby fully and completely release and forever discharge each other, including all affiliates of each Party, from all actions, causes of action, suits, debts, obligations, indemnification responsibilities, claims, and demands whatsoever which they and/or their affiliates now have or hereafter can, shall or may have under the decommissioning obligations of the Agreement. Any further obligations which may exist under the Agreement shall remain unaffected.

Confirmation:

Owner: John W. Rohrs

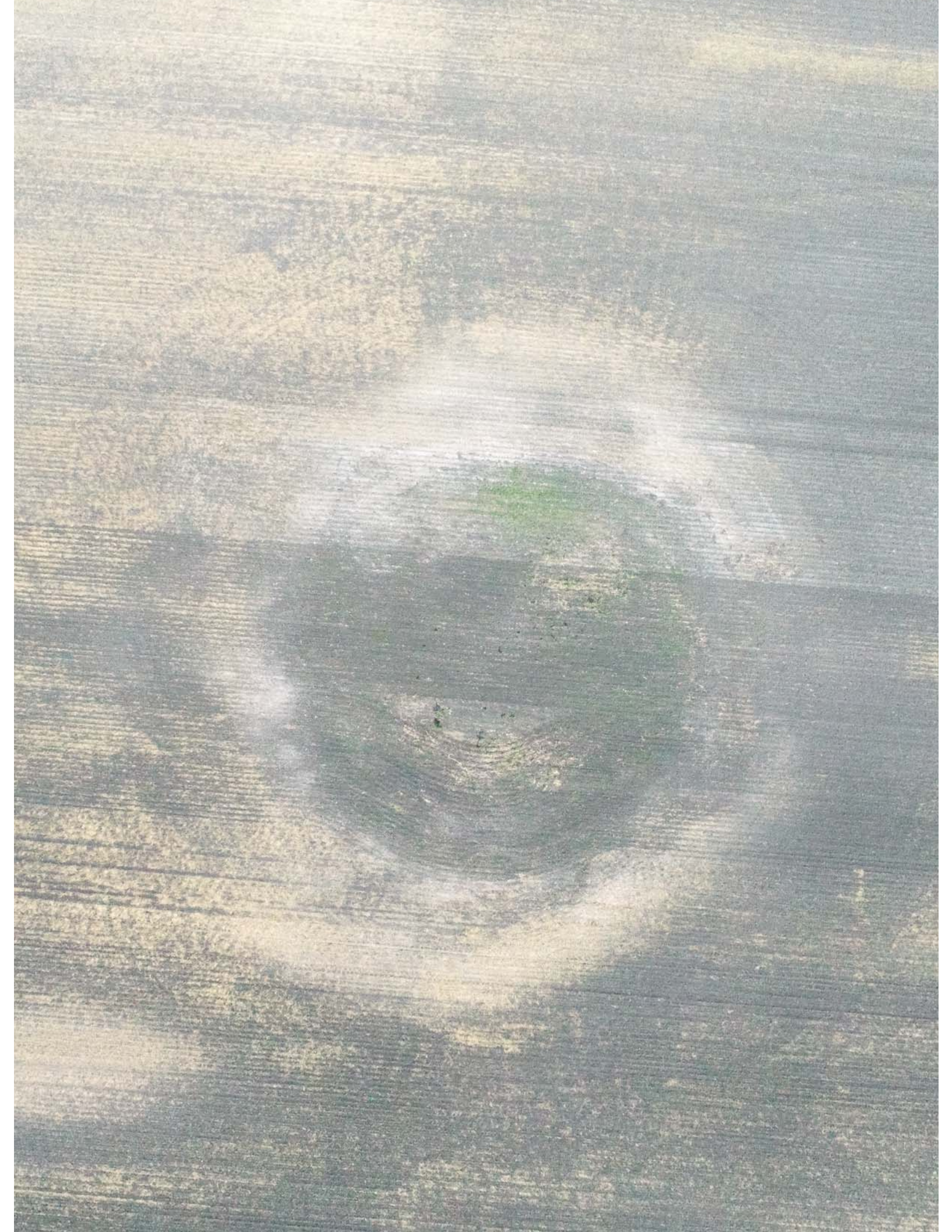
By: 

Name: John W. Rohrs



















Attachment 4

Sites T20 and T21 Mark Runkle

/s/ Christine M.T. Pirik

Christine M.T. Pirik (0029759)

(Counsel of Record)

William V. Vorys (0093479)

Dickinson Wright PLLC

150 East Gay Street, Suite 2400

Columbus, Ohio 43215

Phone: (614) 591-5461

Email: cpirik@dickinsonwright.com

wvorys@dickinsonwright.com

Attorneys for Hardin Wind Energy, LLC



April 30, 2020

Via Certified Mail

Mark Runkle

P.O. Box 850

St. Paris, OH 43072

RE: WIND LEASE AND EASEMENT AGREEMENT dated October 1, 2010 by and between
HARDIN WIND ENERGY LLC (“Invenergy”) and MARK RUNKLE (“Agreement”)

Mr. Runkle,

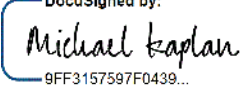
You have indicated that you will be performing decommissioning actions related to the facility installation placed on your property under the Agreement.

Please note that following compliance with the decommissioning obligations, including but not limited to removing location fencing and stabilizing the soil, you should return the executed Completion Notice, attached hereto as Exhibit A. Following receipt of the Completion Notice, Invenergy will remit payment of _____ for each turbine location on the Property.

We thank you for the opportunity to do business with us and wish you the best in your future endeavors.

Respectfully,

HARDIN WIND ENERGY LLC

By:  _____
9FF3157597F0439...

Michael Kaplan, Vice President



EXHIBIT A
NOTICE OF COMPLETION

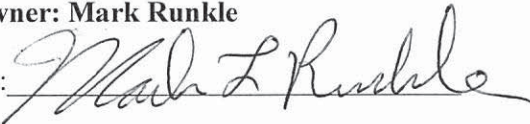
RE: WIND LEASE AND EASEMENT AGREEMENT dated October 1, 2010 by and between
HARDIN WIND ENERGY LLC ("Invenergy") and MARK RUNKLE ("Agreement")

This letter shall act as confirmation that all decommissioning obligations pursuant to the Agreement have been fully satisfied by Owner and no further decommissioning obligations remain.

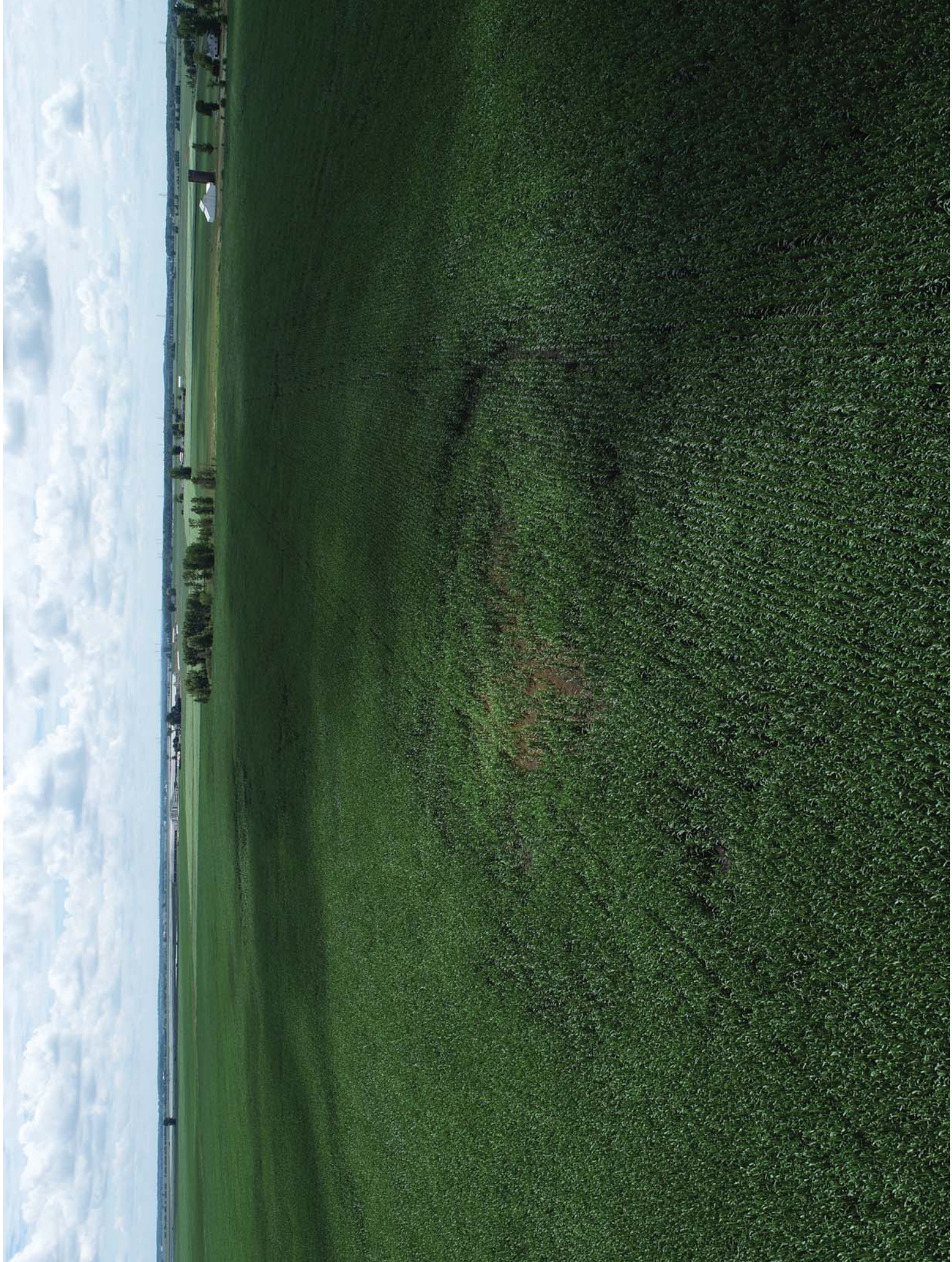
By execution of this letter, Invenergy and Owner (collectively the "Parties") hereby fully and completely release and forever discharge each other, including all affiliates of each Party, from all actions, causes of action, suits, debts, obligations, indemnification responsibilities, claims, and demands whatsoever which they and/or their affiliates now have or hereafter can, shall or may have under the decommissioning obligations of the Agreement. Any further obligations which may exist under the Agreement shall remain unaffected.

Confirmation:

Owner: Mark Runkle

By: A handwritten signature of Mark Runkle in cursive script, written over a horizontal line.

Name: Mark Runkle









Attachment 5

Site T33 Keith Farms, Inc.

/s/ Christine M.T. Pirik
Christine M.T. Pirik (0029759)
(Counsel of Record)
William V. Vorys (0093479)
Dickinson Wright PLLC
150 East Gay Street, Suite 2400
Columbus, Ohio 43215
Phone: (614) 591-5461
Email: cpirik@dickinsonwright.com
wvorys@dickinsonwright.com

Attorneys for Hardin Wind Energy, LLC



April 30, 2020

Via Certified Mail

Doris Engler, President
Keith Farms, Inc.
1766 CR 110
Alger, OH 45812

RE: WIND LEASE AND EASEMENT AGREEMENT dated June 21, 2010 by
and between HARDIN WIND ENERGY LLC ("Invenergy") and KEITH
FARMS, INC. ("Agreement")

Ms. Engler,

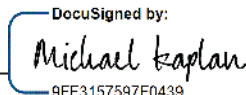
You have indicated that you will be performing decommissioning actions related to the facility installation placed on your property under the Agreement.

Please note that following compliance with the decommissioning obligations, including but not limited to removing location fencing and stabilizing the soil, you should return the executed Completion Notice, attached hereto as Exhibit A. Following receipt of the Completion Notice, Invenergy will remit payment of
for each turbine location on the Property.

We thank you for the opportunity to do business with us and wish you the best in your future endeavors.

Respectfully,

HARDIN WIND ENERGY LLC

By:  _____
DocuSigned by:
9FF3157597F0439...

Michael Kaplan, Vice President



EXHIBIT A
NOTICE OF COMPLETION

RE: WIND LEASE AND EASEMENT AGREEMENT dated June 21, 2010 by
and between HARDIN WIND ENERGY LLC ("Invenergy") and KEITH
FARMS, INC. ("Agreement")

This letter shall act as confirmation that all decommissioning obligations pursuant
to the Agreement have been fully satisfied by Owner and no further
decommissioning obligations remain.

By execution of this letter, Invenergy and Owner (collectively the "Parties") hereby fully
and completely release and forever discharge each other, including all affiliates of each
Party, from all actions, causes of action, suits, debts, obligations, indemnification
responsibilities, claims, and demands whatsoever which they and/or their affiliates now
have or hereafter can, shall or may have under the decommissioning obligations of the
Agreement. Any further obligations which may exist under the Agreement shall remain
unaffected.

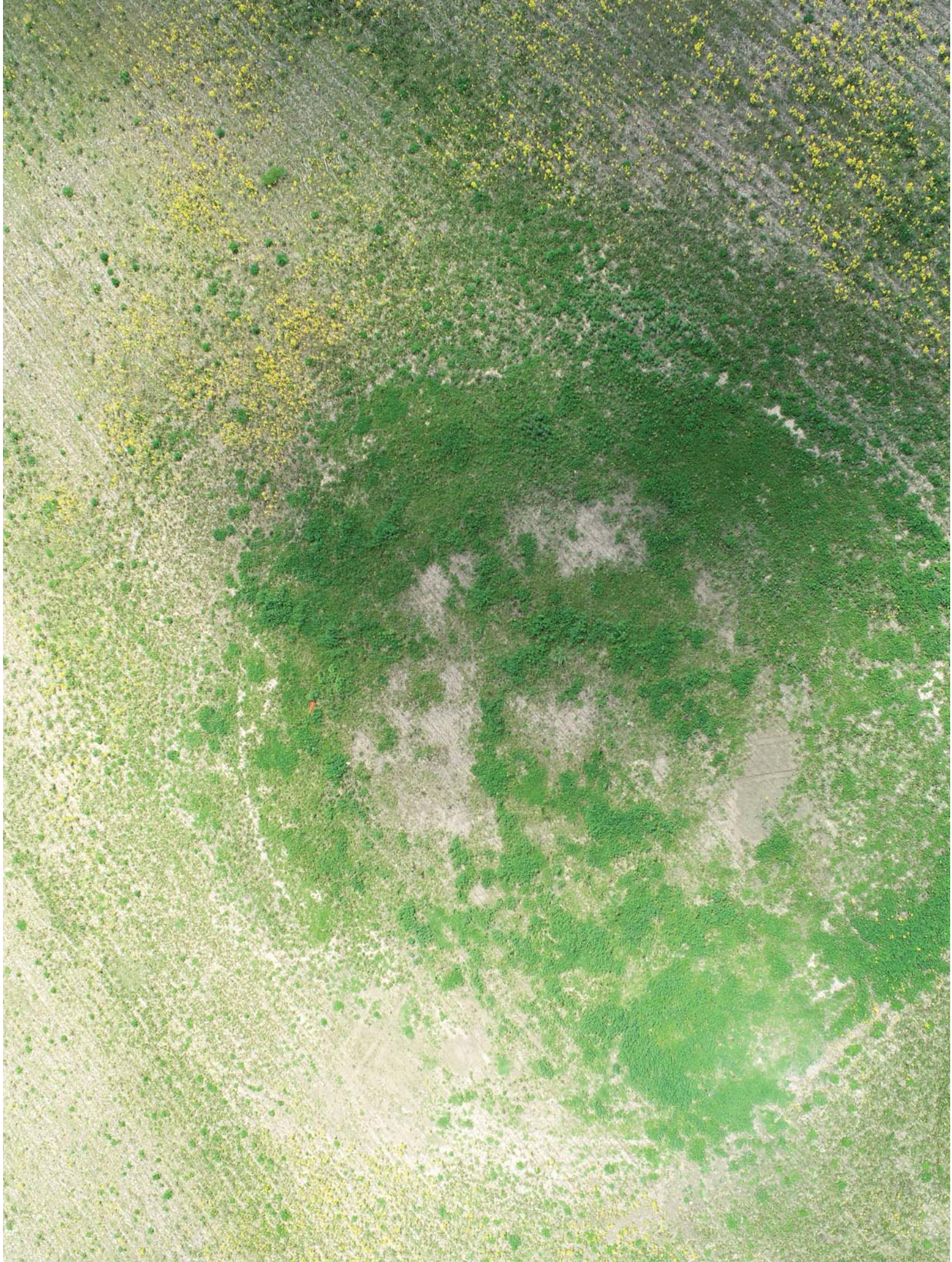
Confirmation:

Owner: Keith Farms, Inc.

By: Keith Farms, Inc. - Doris Engler, President
5/15/2020

Name: Doris Engler

Title: President, Keith Farms, Inc.







Attachment 6

Site T37 Gratz

/s/ Christine M.T. Pirik

Christine M.T. Pirik (0029759)

(Counsel of Record)

William V. Vorys (0093479)

Dickinson Wright PLLC

150 East Gay Street, Suite 2400

Columbus, Ohio 43215

Phone: (614) 591-5461

Email: cpirik@dickinsonwright.com

wvorys@dickinsonwright.com

Attorneys for Hardin Wind Energy, LLC



May 12, 2020

Via Certified Mail

Janice K. Gratz
Janice K. Gratz Trust
2185 Clearfork Drive
Lexington, OH 44904

RE: WIND LEASE AND EASEMENT AGREEMENT dated July 3, 2009 by and between
HARDIN WIND ENERGY LLC (“Invenergy”) and JANICE K. GRATZ TRUST
 (“Agreement”)

Ms. Gratz,

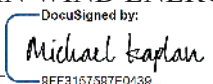
This letter shall act as confirmation that all decommissioning obligations pursuant to the Agreement have been fully satisfied by Grantee and no further decommissioning obligations remain.

With your signed acknowledgement of receipt of this letter, Invenergy and the Janice K. Gratz Trust (collectively the “Parties”) hereby fully and completely release and forever discharge each other, including all affiliates of each Party, from all actions, causes of action, suits, debts, obligations, indemnification responsibilities, claims, and demands whatsoever which they and/or their affiliates now have or hereafter can, shall or may have under the decommissioning obligations of the Agreement. Any further obligations which may exist under the Agreement shall remain unaffected.

We thank you for the opportunity to do business with us and wish you the best in your future endeavors.

Respectfully,

HARDIN WIND ENERGY LLC

By:  _____
DocuSigned by:
8FF3157587F0138...

Michael R. Kaplan, Vice President



Acknowledgement of Receipt:

Owner: Janice K. Gratz Trust

By: _____

Name: Janice K. Gratz

Invenergy

Acknowledgement of Receipt:

Owner: Janice K. Gratz Trust

By: Janice K. Gratz Trust

Name: Janice K. Gratz



Date & Time: Tue, May 12, 2020, 16:08:00 EDT

Position: +040.655116° / -083.844401° (± 47.6 ft)

Altitude: 995ft (± 20.5 ft)

Datum: WGS-84

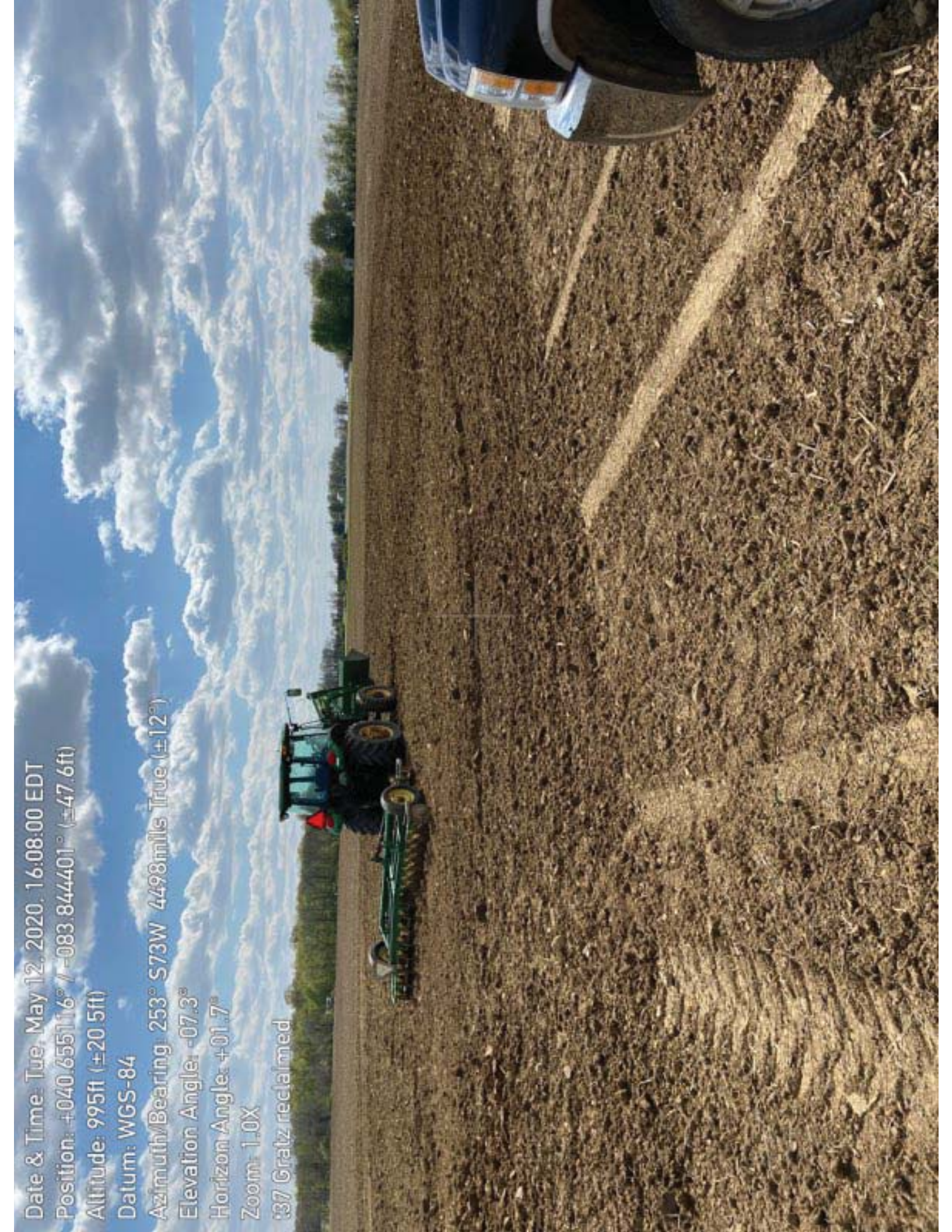
Azimuth/Bearing: 253° S73W 4498mils True ($\pm 12^\circ$)

Elevation Angle: -07.3°

Horizon Angle: +01.7°

Zoom: 1.0X

©37 Gratz reclaimed



Date & Time: Tue, May 12, 2020, 16:08:21 EDT

Position: +040.655140° / -083.844401° (±17.5ft)

Altitude: 994ft (±22.2ft)

Datum: WGS-84

Azimuth/Bearing: 263° S83W 4676mils True (±13°)

Elevation Angle: -08.0°

Horizon Angle: +01.7°

Zoom: 1.0X

i37 Gratz reclaimed



Date & Time: Tue, May 12, 2020, 16:08:26 EDT

Position: +040.655147° / -083.844407° (± 14.7 ft)

Altitude: 994ft (± 17.0 ft)

Datum: WGS-84

Azimuth/Bearing: 209° S29W 3716mils True ($\pm 12^\circ$)

Elevation Angle: -07.2°

Horizon Angle: +00.9°

Zoom: 1.0X

©37 Gratz reclaimed



Attachment 7

Site T38 Spencer

/s/ Christine M.T. Pirik
Christine M.T. Pirik (0029759)
(Counsel of Record)
William V. Vorys (0093479)
Dickinson Wright PLLC
150 East Gay Street, Suite 2400
Columbus, Ohio 43215
Phone: (614) 591-5461
Email: cpirik@dickinsonwright.com
wvorys@dickinsonwright.com

Attorneys for Hardin Wind Energy, LLC



May 12, 2020

Via Certified Mail

Beverly Spencer
9341 SR 235
Alger, OH 45812

RE: WIND LEASE AND EASEMENT AGREEMENT dated July 3, 2009 by and between
HARDIN WIND ENERGY LLC (“Invenergy”) and BEVERLY SPENCER (“Agreement”)

Ms. Spencer,

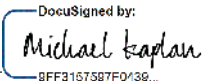
This letter shall act as confirmation that all decommissioning obligations pursuant to the Agreement have been fully satisfied by Grantee and no further decommissioning obligations remain.

With your signed acknowledgement of receipt of this letter, Invenergy and Beverly Spencer (collectively the “Parties”) hereby fully and completely release and forever discharge each other, including all affiliates of each Party, from all actions, causes of action, suits, debts, obligations, indemnification responsibilities, claims, and demands whatsoever which they and/or their affiliates now have or hereafter can, shall or may have under the decommissioning obligations of the Agreement. Any further obligations which may exist under the Agreement shall remain unaffected.

We thank you for the opportunity to do business with us and wish you the best in your future endeavors.

Respectfully,

HARDIN WIND ENERGY LLC

By:  _____
8FF3167387F0138...

Michael R. Kaplan, Vice President



Acknowledgement of Receipt:

Owner: Beverly Spencer

By: _____

Name: Beverly Spencer

Invenergy

Acknowledgement of Receipt:

Owner: Beverly Spencer

By: Beverly Spencer

Name: Beverly Spencer

Date & Time: Tue Mar 12 2020 09:39:28 EDT
Position: 40.556385, -83.081817239, 115.6m
Altitude: 92.0m, 14.0m
Datum: WGS 84
Azimuth: Bearing: 216, 536W, 384.0mils, true (+15°)
Elevation Angle: -68.2°
Horizon Angle: 02.5°
Zoom: 2.0x
138 spencer cut off tile



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[illegible]

《中国书画函授大学肇庆分校建校二十周年纪念册》

1825-1826

Figure 1. The study area.

© 2004 by Blackwell Publishing Ltd



Photo taken on 12/2/2020 17:22:11 EDT

Position: 040.858000, -1081.07350 (-16.34)

Altitude: 953ft = 17.0m

Datum: 0865.0m

Altitude above sea level: 996.14m = 52.0m

Horizontal angle: 0.00

Horizontal angle: 0.00

Altitude: 0.00

0.00 m above sea level

Date & Time Tue Mar 12 2019 17:22:33 EDT

File Name 04085682017-000004926_0545.jpg

Altitude 921ft (10.5m)

Datum WGS 84

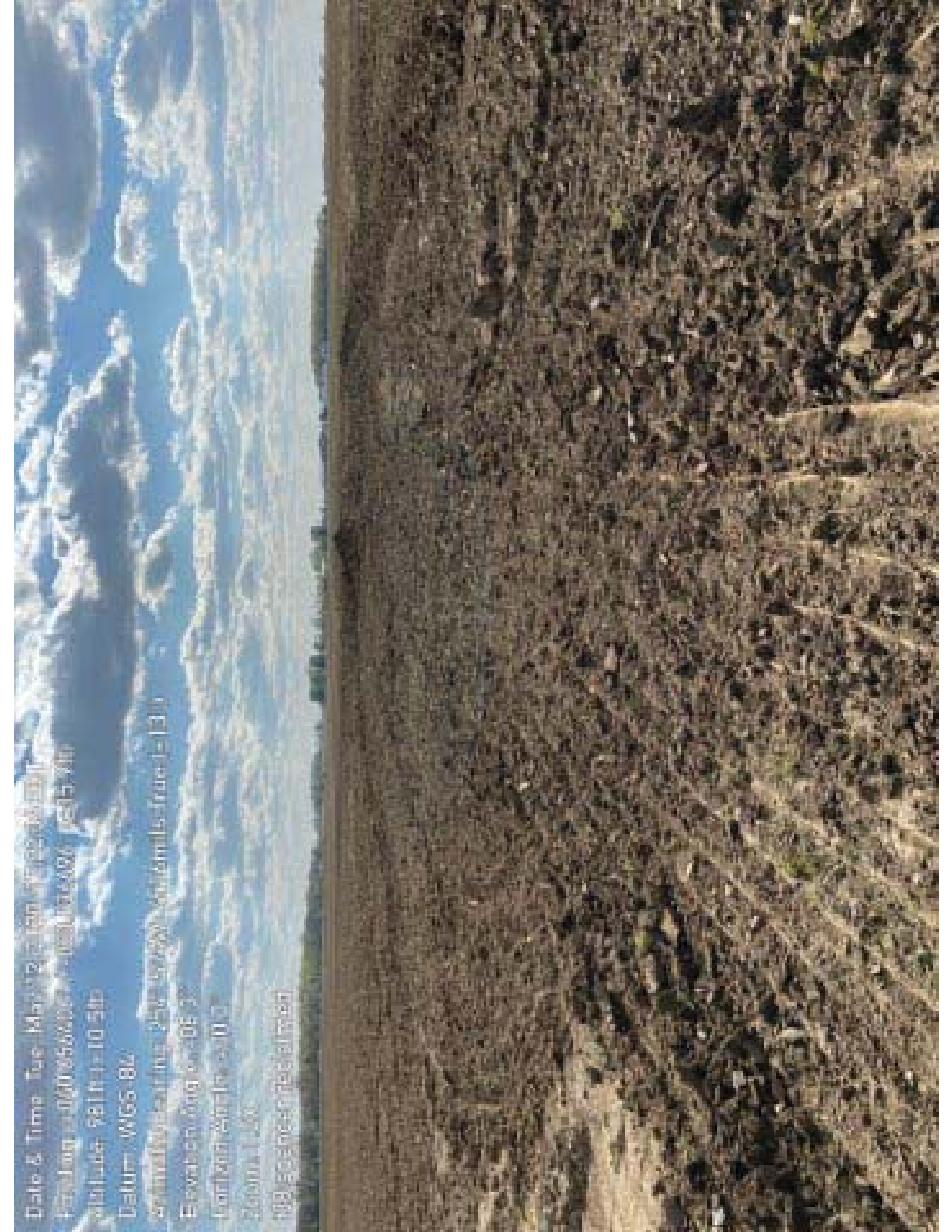
Geoidal Height 25.7 (0.8m) Kilometers True (-13.1)

Elevation 946.7

Longitude 80.149 (0.0)

Speed 1.56

182.503m (598.75ft)



Unleash Power. Tue. May 18, 2020, 10:42:27 EDT

Phone: 060-456574-0-40310301707-4245000

Address: 98414-10000

Phone: 0665-82

24-hour emergency 24/7 24/7 24/7 24/7

Emergency 0665-82

Frontline 0665-82

Phone: 1-250

0665-82-0665-82

0665-82-0665-82

0665-82-0665-82

0665-82-0665-82

0665-82-0665-82

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0665-82-0665-82

0665-82-0665-82

0665-82-0665-82

Photo by Spencer, Jan. 10th, 12:20PM, 12/25/2017
Position: 4000.000000, 100.000000, 100.000000
Altitude: 1000.000000
Elevation: 1000.000000
Elevation angle: 15.0

Horizon angle: 0.00

Zoom: 1.0x

139 spencer reclaimed

Attachment 8

Hardin County Engineer

/s/ Christine M.T. Pirik

Christine M.T. Pirik (0029759)

(Counsel of Record)

William V. Vorys (0093479)

Dickinson Wright PLLC

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Columbus, Ohio 43215

Phone: (614) 591-5461

Email: cpirik@dickinsonwright.com

wvorys@dickinsonwright.com

Attorneys for Hardin Wind Energy, LLC

April M. Popp

From: andrew.conway@puco.ohio.gov
Sent: Wednesday, July 29, 2020 11:05 AM
To: Christine M. T. Pirik
Subject: EXTERNAL: FW: Hardin Wind Farm (Ohio Power Siting Board # 09-0479-EL-BGN) decommissioning

FYI.

From: Luke Underwood <lunderwood_hce@windstream.net>
Sent: Wednesday, July 29, 2020 8:11 AM
To: Conway, Andrew <andrew.conway@puco.ohio.gov>
Subject: RE: Hardin Wind Farm (Ohio Power Siting Board # 09-0479-EL-BGN) decommissioning

Andrew,

We are happy with leaving the road improvements that were made preconstruction in place. There were very little if any damages made to other roads. As I stated on the phone the Solar Farm that is currently under construction is using most of the same roads, and will be covered under the new road agreement once the wind certificate is relinquished.

Therefore, we have no problem with the Hardin Wind Farm certificate relinquishment.

If you have any questions or require any additional information please feel free to contact me.

Thank you,

Lucas J. Underwood, P.E., P.S.
Deputy Engineer
Hardin County Engineer's Office
1040 West Franklin Street
Kenton, Ohio 43326

Phone: (419) 674-2222
Fax: (419) 673-1232

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in

Case No(s). 09-0479-EL-BGN, 11-3446-EL-BGA, 16-0469-EL-BGA, 16-2404-EL-BGA, 18-0677-EL-BGA

Summary: Response - Hardin Wind Energy LLC's Response to the First Data Request from the Staff of the Ohio Power Siting Board electronically filed by Christine M.T. Pirik on behalf of Hardin Wind Energy LLC