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South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, South Dakota 57501-5070

RE: Application by PrairieWinds SD1, Inc., a subsidiary of Basin Electric Power Cooperative, Inc., for a Wind Energy Facility Permit for the PrairieWinds SD1 Wind Farm and Associated Facilities

Dear Commissioners Johnson, Kolbeck and Hanson,

I represent Ms. Elizabeth Campbell and Mr. Roy Campbell, landowners in Brule County whose land will be impacted by the PrairieWinds SD1, Inc., proposed wind farm. On their behalf, I am respectfully providing the following commentary and questions regarding the above-referenced PrairieWinds Application for the Commission's hearing to be held on Monday, March 1, 2010, at 6:30 p.m. at the American Legion, Main Street, White Lake, South Dakota.

As an initial matter, the maps the Applicant submitted for the proposed wind farm show my clients' property (Willow Township 104 North, Range 67 West. Section : SE 1/4) as being included within the project boundary and imply that the Applicant has obtained a Land Lease and Wind Easement from my clients. My clients do not intend to sign Basin Electric's adhesion agreement, the terms of which are nowhere near the terms recommended by the *South Dakota Landowners Wind Power Development Handbook* (authored by the Public Utilities Commission, the South Dakota Attorney General and the South Dakota Energy Infrastructure Authority). For instance, the Handbook states that "average leases run between 20 to 30 years," and that "landowners should be cautious about lease terms over 30 years." Basin Electric's lease seeks to bind the landowners for fifty (50) years, yet reserves Basin's right to terminate the agreement with thirty (30) days' notice, fails to provide even an estimation of the expected project footprint, fails to provide any legal description of the access easement, and fails to provide a timetable for commencement of construction. When Basin Electric presented my clients with a Land Lease and Wind Easement Agreement, my clients appropriately raised issues regarding the length of the lease, inflation

adjustment, project schedule and others with Basin Electric, just the Handbook suggests. Basin's response was basically "take it or leave it." These issues should be addressed prior to a permit being granted to the Applicant.

Commentary and questions on behalf of my clients are as follows:

1. Despite that the Application's Completeness Checklist indicates otherwise on page sixteen (16), the Application fails to meet the requirements of South Dakota Administrative Rule 20:10:22:33:02(4)¹ in that it fails to expressly state the setbacks from the property lines. The Application only addresses setbacks from public roads, distribution power lines, high voltage transmission lines, (Section 16.0, page 82), occupied residences, wetlands greater than 50 acres and Waterfowl Production Areas.
2. To be in compliance with 20:10:22:33:02(4), the Applicant must state the setback from property lines. What setback from property lines does the Applicant intend to allow? Is that setback a wake-effect avoidance setback? My clients suggest that the property line setbacks should be at least 3500 feet based upon the Applicant's proposed Land Lease and Wind Easement agreement from which it can be inferred that a radius of 3500 feet from any turbine is necessary to avoid wake-effect lost profits. Yet the Application shows proposed placement of three turbines within one-half mile (2640 feet) of my clients' property thereby infringing on my clients' wind rights. Notice is given to the Applicant that my clients may seek damages due to wake-effect losses of any future development on their property.
3. Does the State or Brule County regulate such setbacks, and are they wake-effect avoidance setbacks?
4. Does the Applicant guarantee that the wind turbines will be setback from the neighboring property lines so that neighboring property owners' wind other property rights remain unaffected?
5. Providing that the Applicant brings its Application into compliance by stating the property line setbacks, does the PUC or the County have procedures by which neighboring landowners can request greater setbacks, and how are the requests processed and decided?
6. What notice is required to neighboring property owners if the Applicant intends to change its plan as currently outlined in its Application?

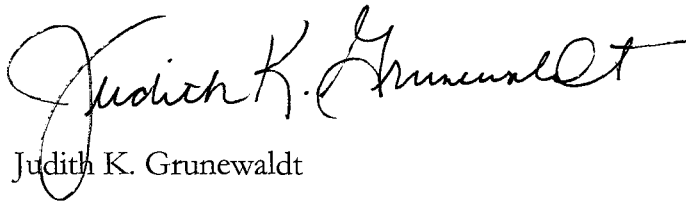
¹ 20:10:22:33:01 Information concerning wind energy facilities. If a wind energy facility is proposed, the applicant shall provide the following information: ***

(4) Setback distances from off-site buildings, right-of-ways of public roads, **and property lines**;

7. The Application states that “[e]xisting land uses are not anticipated to be significantly changed or impacted by the Project,” yet it fails to describe the existing land uses of ranching and hunting and describe how it will ensure that the existing land uses are not affected. Please have the Applicant describe how it will ensure that the existing land uses will not be affected either during construction or once the wind farm is operational?
8. The Application states that the turbine noise and its other facilities “is not expected to be above 50” dBA, yet in the Land Lease and Wind Easement, Basin Electric indicates that “Basin Electric will take all reasonable measures to maintain audible noise levels from the Wind Facilities to seventy-one (71) dBA, why is there a 21 dBA difference between the two?”

Thank you for your time and consideration.

Best Regards,

A handwritten signature in black ink, reading "Judith K. Grunewaldt". The signature is written in a cursive style with a large initial 'J' and 'G'.

Judith K. Grunewaldt