

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA**

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**IN THE MATTER OF THE  
APPLICATION OF DEUEL HARVEST  
WIND ENERGY LLC FOR A PERMIT  
OF A WIND ENERGY FACILITY AND  
A 345-KV TRANSMISSION LINE IN  
DEUEL COUNTY**

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\* **APPLICANT’S RESPONSES TO JOHN  
HOMAN’S 2ND SET OF DATA  
REQUESTS TO APPLICANT**  
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\* **EL18-053**  
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Below, please find Applicant’s responses to John Homan’s 2nd Set of Data Requests to Applicant.

**2-1) Are the approximate 15 direct jobs stated in your application that will benefit Deuel County, guaranteed to benefit Deuel County and in what way?**

Lisa Agrimonti: Deuel Harvest objects to this request as vague and ambiguous with respect to the phrase “guaranteed to benefit” and “and in what way”.

Michael Svedeman: Subject to and without waiving the foregoing objections, Deuel Harvest expects that the full-time jobs associated with operation of the Projects will be filled by individuals who reside in or near the Project area and that, as such, the benefits of these permanent jobs will accrue within Deuel County.

**2-1) 1.) Please give the economic benefit to Deuel County, in dollars per year.**

Michael Svedeman: This information was already provided in Section 20.1 of the Application

**2-2) What is the total number of good neighbor agreements? Break done [sic] by residents and non-residents of Deuel County.**

Lisa Agrimonti: Deuel Harvest objects to this request as overbroad and because Deuel Harvest does not determine the legal residence of landowners.

Michael Svedeman: Subject to and without waiving the foregoing objections, Deuel Harvest has not entered into “good neighbor agreements” and instead enters into lease and easement agreements with all landowners, residents and non-residents alike, regardless of the number of acres the landowner owns.

- 2-3) What is the total number of contract holders that will be getting tower site lease payments from the 112 current designated towers? Breakdown by residents and non-residents of Deuel County.**

Lisa Agrimonti: Deuel Harvest objects to this request as duplicative and because Deuel Harvest does not determine the legal residence of landowners.

Michael Svedeman: Subject to and without waiving the foregoing objections, although Deuel Harvest will construct up to 112 turbines, Deuel Harvest still has 119 turbine locations under consideration and does not know which locations will be utilized for the Project. For these 119 locations, there would be 45 participating landowners with turbines located on their properties (up to 67 of the turbines could be sited on landowners with mailing addresses in Deuel County, up to 15 could be sited on landowners with mailing addresses in adjacent Grant County, up to 19 could be sited on landowners with mailing addresses in South Dakota outside of Deuel and Grant Counties, and up to 18 turbines could be sited on landowners with mailing addresses outside of South Dakota). There would also be 119 participating landowners that will not have turbines, but will receive payments for their participation or hosting other facilities.

- 2-4) Are payments to non-residents of Deuel County included in total economic benefits to Deuel County?**

Lisa Agrimonti: Deuel Harvest objects to this request because Deuel Harvest does not determine the legal residence of landowners and because the request is vague.

Michael Svedeman: Subject to and without waiving the foregoing objections, the landowner payments are presented separately from the payments to Deuel County in Section 20.1 of the Application. The total economic benefits do not distinguish between residents or non-residents, as all contract holders are landowners within Deuel County.

- 2-5) Of the total of contract holders getting tower lease payments, how many live outside of the project footprint?**

Lisa Agrimonti: Deuel Harvest objects to this request as duplicative and because Deuel Harvest does not determine the legal residence of landowners.

Michael Svedeman: Subject to and without waiving the foregoing objections, please see response to the above question 2-3.

- 2-6) What is the total of tower leases and good neighbor agreements paid to landowners, in dollars per year? Please break that down between residents of Deuel County and non-residents of Deuel County.**

Lisa Agrimonti: Deuel Harvest objects to this request because Deuel Harvest does not determine the legal residence of landowners.

Michael Svedeman: Subject to and without waiving the foregoing objections, see Section 20.1 of the Application. The total economic benefits to Deuel County landowners do not distinguish between residents or non-residents, as all contract holders are landowners within Deuel County.

**2-7) Give the number of towers, out of the 112 designated towers, that are located between 500' and 1000' away from road right-of-ways and non-participating property.**

Lisa Agrimonti: Deuel Harvest objects to this request because the phrase “112 designated towers” is ambiguous and because this request is not reasonably calculated to lead to the discovery of admissible evidence.

Michael Svedeman: Subject to and without waiving the foregoing objections, the Project layout complies with the following requirements of the Deuel County Zoning Ordinance:

- Distance from public right-of-way shall be one hundred and ten percent (110%) the height of the wind turbines, measured from the ground surface to the tip of the blade when in a fully vertical position.
- Distance from any property line shall be one hundred and ten percent (110%) the height of the wind turbine, measured from the ground surface to the tip of the blade when in a fully vertical position unless wind easement has been obtained from adjoining property owner.

There are 68 turbine locations that are between 500' and 1000' from road right-of-ways. There are 55 turbine locations between 500' and 1000' from non-participating property lines.

**2-8) Has any Invenergy wind project granted a 1500' or greater distance set back from public roads or non-participants property lines?**

Lisa Agrimonti: Deuel Harvest objects to this request as vague with respect to the term “granted” and the phrase “public roads” and because it is not reasonably calculated to lead to the discovery of admissible evidence.

Michael Svedeman: Subject to and without waiving the foregoing objections, I am unaware of any Invenergy wind project with 1500' or greater setback distances from public roads or non-participating property lines.

**2-9) What would be the number of residents, located in a 2 square mile area, need to be for Invenergy to consider a voluntary greater setback than 2000'?**

Lisa Agrimonti: Deuel Harvest objects to this request as vague, speculative, and not reasonably calculated to lead to the discovery of evidence.

**2-10) In the Deuel County project area, did you have any requests by non-participating landowners, requesting to relocate or remove any of the proposed towers that were shown on current or previous tower location maps?**

**2-10 a.) Were the requests approved or denied?**

**2-10 b.) Were the specific towers later removed or relocated?**

Lisa Agrimonti: Deuel Harvest objects to this request and its subparts because it is unable to discern what is being requested.

**2-11) In my previous data request, question 3-10) What was the results of the eagle path surveys of the Monihan Creek and Lake Francis area?**

Andrea Giampoli: See prior response to Request 3-10; Deuel Harvest did not state that eagle path surveys were conducted in the referenced areas. Rather, Deuel Harvest stated, “See the Application, including Appendices. There were two avian use plots located immediately west and south of Lake Francis that were surveyed monthly for 15 months starting January 2017. During the 30 hours of survey between the two plots, the two closest eagle flight paths included one mapped approximately 0.4 mi south of Monighan Creek, and another mapped 0.8 mi west of Lake Francis.” Survey results are available in the appendices and reports previously provided.

**2-12) Why were no deer surveys done voluntarily by Invenergy? Will surveys be carried out if high concentrations of deer can be shown in areas of the project or adjacent to it?**

Andrea Giampoli: Deuel Harvest coordinated with the USFWS and SDGFP on which wildlife surveys to conduct for this Project. Neither agency recommended deer surveys or expressed a concern about the Project’s impact on deer. No deer surveys are planned at this time.

**2-13) Were any landowners in or near the project area contacted for input on wildlife concerns? If so, who and when?**

Lisa Agrimonti: Deuel Harvest objects to this request as ambiguous and overly broad.

Michael Svedeman: Subject to and without waiving the foregoing objections, many participating landowners within the Project Area were contacted throughout the siting process to discuss any of their concerns and for Deuel Harvest to work with them on their preferred siting of turbines when possible.

**2-14) Were you aware of the "Duck Nesting Habitat", designation given to a large. [sic] Area of the project footprint, a designation given by the USDA?**

Lisa Agrimonti: Deuel Harvest objects to this request as vague and ambiguous and assuming facts not in evidence.

Andrea Giampoli: Subject to and without waiving the foregoing objections, Deuel Harvest understands that a duck nesting habitat initiative is part of the Conservation Reserve Program ("CRP"), and that duck nesting habitat may be a factor considered when determining whether land is suitable for enrollment in CRP. Deuel Harvest further understands that a landowner's enrollment in CRP is voluntary.

**2-15) Con [sic] you provide a study or research showing that deer populations will not be affected by industrial wind turbines, and what an accumulative affect of turbines on deer populations would have?**

Andrea Giampoli: According to the South Dakota White-tailed Deer and Mule Deer Management Plan, 2017-2023, "[d]efinitive information on deer avoidance and indirect habitat impacts from wind energy generation is not yet commonly recognized." During the period of construction at a wind facility, it is expected that white-tailed deer may be temporarily displaced at the location of individual construction activities due to the influx of humans and heavy construction equipment and associated disturbance. These disruptions are temporary and not anticipated to occur beyond construction or at a landscape level.

**2-16) Can you provide any studies of wind turbine effects on Monarch Butterflies?**

Andrea Giampoli: No. As stated in the response to Intervenor's Request No. 3-22, Deuel Harvest conducted butterfly habitat assessments in 2017 and 2018 and have avoided siting turbines in potential suitable habitat. While this assessment was specific to the Dakota skipper and Poweshiek skipperling butterfly species, Monarch butterflies utilize similar habitat as identified for these species.

**2-17) Has Invenergy been subject to complaints or lawsuits due to wildlife damage issues?**

Lisa Agrimonti: Deuel Harvest objects to this request as vague, overly broad, and duplicative of Intervenor's prior Request No. 3-23, to which Deuel Harvest provided a response.

- 2-18) Please provide foundation designs for 499' GE turbines based on 2,000, 3,000, and 4,000 lb. soil bearing.**

Michael Svedeman: At this time, Deuel Harvest only has a preliminary foundation design for the turbine models, which is confidential and not specific to this Project. Final design is specific to each turbine location and is based off currently ongoing geotechnical investigation at each potential turbine site, along with foundation loading information that is provided by the turbine manufacturer.

- 2-19) What chemicals or oils are used, in the construction of the foundations, that could be solution concerns?**

Lisa Agrimonti: Deuel Harvest objects to this request as vague, overly broad, and duplicative of Intervenor's prior Request No. 4-18, to which Deuel Harvest provided a response.

- 2-19) a.) What governmental body will monitor for possible contamination of underground springs at the construction sites?**

Lisa Agrimonti: Deuel Harvest objects to this request to the extent it calls for a legal conclusion.

Michael Svedeman: Subject to and without waiving the foregoing objection, see Exhibit JT-9 to the Rebuttal Testimony of Jon Thurber.

- 2-19) b.) Will testing be done for possible contamination of underground springs or aquifers?**

Michael Svedeman: As stated previously, Deuel Harvest does not anticipate any such contamination from the Project. See also Exhibit JT-9 to the Rebuttal Testimony of Jon Thurber.

- 2-20) Repeat of request 5.3 in 1st set of data requests, Who's responsibility is it to put out and control fires in surrounding areas of a wind turbine?**

Lisa Agrimonti: Deuel Harvest objects to this request to the extent that it calls for legal analysis and because it is duplicative of Intervenor's prior Request No. 5.3 (as acknowledged in this request), to which Deuel Harvest provided a response.

**2-21) Who is responsible for fire damage, of surrounding properties, caused by fire from a wind turbine?**

Lisa Agrimonti: Deuel Harvest objects to this request as calling for legal analysis.

Michael Svedeman: Subject to and without waiving the foregoing objection, Deuel Harvest is responsible for any “damage” resulting directly from our operation of the Project.

**2-22) Follow up to question 5-7). From 1st set of data requests: Please justify the exclusion zone of one blade length, in the situation of having a turbine fire 300+' in the air, with a nominal 20 mph wind blowing.**

Jacob Baker: Invenergy is committed to the safe operation of its facilities, and the exclusion zone of one blade length is based upon Invenergy’s approximately 15 years of owning and/or operating more than 4,800 MW of wind projects.

**2-23) Who is required to carry liability insurance, to cover losses to surrounding properties, from a turbine fire, the turbine manufacturer, the operating company, or the landowner on with [sic] it stands?**

Lisa Agrimonti: Deuel Harvest objects to this request as calling for a legal conclusion.

Michael Svedeman: Subject to and without waiving the foregoing objections, Deuel Harvest is responsible for maintaining liability insurance to insure against first and third party bodily injury and property damage losses, and claims. This is including, but not limited, to fire arising out of the Project’s development, construction, and operations on the land and its surrounding areas.

**2-24) Were any changes made in turbine locations to accommodate [sic] a private landing strip referred to as Homan Field? Accommodations meaning to relocate turbines to allow for safe usage of the landing strip.**

Lisa Agrimonti: Deuel Harvest objects to this request as ambiguous and vague with respect to the terms “accommodations” and “safe usage.”

Michael Svedeman: Subject to and without waiving the foregoing objections, as stated in my Rebuttal Testimony, “[b]ased on multiple factors, Deuel Harvest has eliminated 42 turbine locations since first applying for an SEP in Deuel County in December 2017. Some of these turbines are located by the Homan Construction Property. Exhibit 7 shows the prior anticipated layout submitted to Deuel County in December 2017. The turbines that were removed are circled in yellow, including 13 locations to the north of the Homan Construction airstrip.”

- 2-25) Representatives of Invenergy attended the permit hearings for Homan Field, please furnish the dates and who attended and for what purpose?**

Lisa Agrimonti: Deuel Harvest objects to this request as not reasonably calculated to lead to the discovery of admissible evidence.

- 2-26) Darold Hunt id [sic] the owner of property adjacent to Homan Field which is located in section 32 of Glenwood township. Since Invenergy has turbines located on Darold Hunts adjacent property, without disclosing confidential information, when was the contract for tower leases signed by Darold Hunt?**

Lisa Agrimonti: Deuel Harvest objects to this request as not reasonably calculated to lead to the discovery of admissible evidence.

Michael Svedeman: Subject to and without waiving the foregoing objection, May 19, 2017.

- 2-27) Was states attorney John Knight involved in negotiating Darold Hunt's contract?**

Lisa Agrimonti: Deuel Harvest objects to this request as not reasonably calculated to lead to the discovery of admissible evidence.

- 2-28) In reference to 6-17) and 6-18) of John Homan's 1st set of data requests to applicant, please explain the attorney-client privilege or work product issue between Invenergy and John Knight.**

Lisa Agrimonti: Intervenor's Request Nos. 6-17 and 6-18 sought information regarding communications between Invenergy and its attorneys and, as such, Deuel Harvest objected to these requests as seeking privileged information. Deuel Harvest has not asserted attorney-client privilege with respect to communications with Mr. Knight because there is no basis for attorney-client privilege between Deuel Harvest and Mr. Knight.

- 2-29) At the time of permit hearings for Homan Field, was there any project layouts or permits for wind turbines on Darold Hunt's properties? If so please provide maps and dates of maps.**

Lisa Agrimonti: Deuel Harvest objects to this request as not reasonably calculated to lead to the discovery of admissible evidence.



**2-30) Please answer question 6-22) from John Homan's 1st set of data requests to applicant.**

Lisa Agrimonti: Deuel Harvest continues to object to this request as vague and not reasonably calculated to lead to the discovery of admissible evidence. Deuel Harvest also continues to object to this request because it calls for a legal conclusion.

**2-31) What is the possible distance of ice throw from a 499' runaway, GE turbine.**

Lisa Agrimonti: Deuel Harvest objects to this request as overly broad and vague with respect to "possible distance" and "runaway."

Jacob Baker: Subject to and without waiving the foregoing objections, see my Supplemental and Rebuttal Testimony, as well as prior data responses.

**2-32) Would Invenergy company consider this a commercial, industrial or agricultural project?**

Lisa Agrimonti: Deuel Harvest objects to this request as duplicative of Intervenor's Request No. 10-1. Deuel Harvest continues to object to this request to the extent it calls for legal analysis. Deuel Harvest further continues to object to this request as vague and is unable to discern the purpose and scope of this request.

Dated this 11th day of April, 2019.

By /s/ Lisa Agrimonti  
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