

**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**  
\*      **INTERVENOR JOHN HOMAN’S**  
\*      **FIRST SET OF DATA REQUESTS**  
\*      **TO APPLICANT**  
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\*      **EL18-053**  
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Below, please find Applicant’s responses to Intervenor John Homan’s First Set of Data Requests to Applicant.

**1-1) What is the total economic benefit of the project to local, county wide entities, and break down by county, townships, town and local school district.**

Michael Svedeman: See Section 20.1.2 of the Application.

**1-2) Are dollar amounts figured at 100% of project capacity? If not, at what percentage is it?**

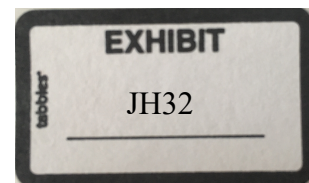
Lisa Agrimonti: Deuel Harvest objects to this request as vague and ambiguous with respect to the use of “project capacity.”

Michael Svedeman: Subject to and without waiving the foregoing objection, dollar amounts are calculated assuming 310.1 megawatts constructed and a 47% net capacity factor further detailed in Section 20.1.2.1 of the Application.

**1-3) What is the total number of contract holders in the project footprint?**

Lisa Agrimonti: Deuel Harvest objects to this request as vague with respect to the phrase "contract holders." Deuel Harvest further 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 objections, see the Landowner Ownership Map filed on January 11, 2019. The Project will consist of 41,980 acres under lease within the 48,730 acre Project Area. These 41,980 acres consist of 179 individual agreements with participating landowners.



**1-4) What is the number of contract holders who will be getting tower site leases payments and names of the property owners?**

Lisa Agrimonti: Deuel Harvest objects to this request as vague with respect to the phrase "contract holders." Deuel Harvest further 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 objections, see the Landowner Ownership Map filed on January 11, 2019.

**1-5) What is the number of good neighbor agreements and names of signers?**

Lisa Agrimonti: Deuel Harvest objects to this request as vague with respect to the phrase "contract holders." Deuel Harvest further 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 objections, see the Landowner Ownership Map filed on January 11, 2019 which identifies all participants in the Project Area.

**(a. Break down by numbers, good neighbor agreements with residents of Deuel County and dollar amounts.)**

Lisa Agrimonti: Deuel Harvest objects to this request as vague with respect to the phrase "contract holders" and "dollar amounts." Deuel Harvest further objects to this request as not reasonably calculated to lead to the discovery of admissible evidence. In addition, this request seeks confidential information and information that is not within Deuel Harvest's custody or control.

**(b. What is the number of good neighbor agreements with non-residents of Deuel County and total dollar amounts?)**

Lisa Agrimonti: Deuel Harvest objects to this request as vague with respect to the phrase "contract holders" and "dollar amounts." Deuel Harvest further objects to this request as not reasonably calculated to lead to the discovery of admissible evidence. In addition, this request seeks confidential information and information that is not within Deuel Harvest's custody or control.

**1-6) What is the number of contract holders getting towers that are residents of Deuel County and number of towers they are getting paid for and total dollar amounts?**

Lisa Agrimonti: Deuel Harvest objects to this request as vague with respect to the phrase "contract holders" and "dollar amounts." Deuel Harvest further objects to this request as not reasonably calculated to lead to the discovery of admissible evidence. In addition, this request seeks confidential information and information that is not within Deuel Harvest's custody or control.

Michael Svedeman: Subject to and without waiving the foregoing objections, as described in the Application, Deuel Harvest has identified 124 potential turbine locations, but only up to 112 turbines will be constructed. As such, Deuel Harvest does not currently have a response to this request because the final 112 turbine locations have not been selected.

**1-7) What is the number of contract holders getting towers that are non-residents of Deuel County and number of towers they are getting paid for and total dollar amounts?**

Lisa Agrimonti: Deuel Harvest objects to this request as vague with respect to the phrase "contract holders" and "dollar amounts." Deuel Harvest further objects to this request as not reasonably calculated to lead to the discovery of admissible evidence. In addition, this request seeks confidential information and information that is not within Deuel Harvest's custody or control. See response to Request No. 1-6.

**1-8) What is the number of contract holders getting towers, that are residents of Deuel County, and live within the project boundaries and number of towers they will get?**

Lisa Agrimonti: Deuel Harvest objects to this request as vague with respect to the phrase "contract holders." Deuel Harvest further objects to this request as not reasonably calculated to lead to the discovery of admissible evidence and information that is not within Deuel Harvest's custody or control. See response to Request No. 1-6.

**1-9) What is the number of contract holders getting towers that are residents of Deuel County, and live outside the project boundaries, and number of towers they are getting?**

Lisa Agrimonti: Deuel Harvest objects to this request as vague with respect to the phrase "contract holders." Deuel Harvest further objects to this request as not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, see the Landowner Ownership Map filed on January 11, 2019. See response to Request No. 1-6.

**1-10) How many contract holders are getting towers that live in residences on property that is not signed up for the project?**

Lisa Agrimonti: Deuel Harvest objects to this request as vague with respect to the phrase "contract holders." Deuel Harvest further objects to this request as not reasonably calculated to lead to the discovery of admissible evidence and information that is not within Deuel Harvest's custody or control. See response to Request No. 1-6.

**1-11) What is the total dollar amount of the project benefits paid to landowners?**

Lisa Agrimonti: Deuel Harvest objects to this request as vague. Deuel Harvest further 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, see Section 20.1.2 of the Application.

**1-12) What is the total dollar amounts of the project benefits if non-resident of Deuel County payments are deducted?**

Lisa Agrimonti: Deuel Harvest objects to this request because it is vague and not reasonably calculated to lead to the discovery of admissible evidence. Deuel Harvest further objects to this request as not reasonably calculated to lead to the discovery of admissible evidence and information that is not within Deuel Harvest's custody or control.

**Setbacks: The following questions require distance from nearest wind towers.**

**2-1) Give the number of residences under 2620 feet from the nearest tower, and state if they belong to participants or non-participants.**

Michael Svedeman: Assuming Intervenor meant 2,640 feet (one-half mile), see the table below for this Request and Requests 2-2 through 2-5 below.

Distance from Nearest Turbine	Participating Residences	Non-Participating Residences
1,000 feet	0	0
2,000 feet	16	0
2,640 feet (1/2 mile)	34	2
3,960 feet (3/4 mile)	49	19
5,280 feet (1 mile)	59	34
7,920 feet (1.5 miles)	70	54
10,560 feet (2 miles)	88	91

- 2-2) Give the number of residences within 1/2 mile and 3/4 mile from nearest tower and designate participant or non-participant.**

Michael Svedeman: See response to Request 2-1.

- 2-3) Give the number of residences within 3/4 mile and 1 mile of nearest tower and designate participant or non-participant.**

Michael Svedeman: See response to Request 2-1.

- 2-4) Give the number of residences within 1 mile to 1 1/2 mile of nearest tower and designate participant or non-participant.**

Michael Svedeman: See response to Request 2-1.

- 2-5) Give the number of residences within 1 1/2 mile to 2 miles of nearest tower and designate participant or non-participant.**

Michael Svedeman: See response to Request 2-1.

- 2-6) Give the number of residences over 2 miles of nearest tower and designate participant or non-participant.**

Lisa Agrimonti: Deuel Harvest objects to this request as vague, overly broad, and unduly burdensome.

- 2-7) Give the number of towers between 500 feet and 1000 feet away from road right-of-ways or non-participant property lines.**

Michael Svedeman: The Project complies with applicable right-of-way and property line setbacks as outlined in Table 9-1 of the Application. Turbines will be sited at least 110% the height of the wind turbine (approximately 550 feet) from public road rights-of-way and 110% the height of the wind turbine (approximately 550 feet) from non-participating property lines.

- 2-8) Could setbacks from roads and non-participant property lines be increased to 1500 feet?**

Lisa Agrimonti: Deuel Harvest objects to this request as speculative and vague with respect to “could”.

Michael Svedeman: Subject to and without waiving the foregoing objection, the Project is sited to comply with a variety of siting constraints, including residence setbacks, noise, shadow flicker, wetland and waterbody delineations, cultural resources, and other environmental features. Increasing a setback from public roads and property lines beyond those currently required by law may impact turbine siting with respect to these other considerations and resources.

**2-9) Describe the impact 1500 foot setbacks from roads and non-participating property lines would have on the project?**

Lisa Agrimonti: Deuel Harvest objects to this request as duplicative; see Deuel Harvest's response to Request 2-8.

**2-10) Within what distance are residential property values affected negatively by industrial wind towers?**

Lisa Agrimonti: Deuel Harvest objects to this request to the extent it assumes facts not in evidence and is argumentative. The Direct Testimony of Michael MaRous discusses residential property values.

**2-11) If you feel it is not affected, do you have facts to back it up?**

Lisa Agrimonti: Deuel Harvest objects to the use of "feel" in this request. See response to Request 2-10.

**2-12) Why is it not a problem for the project to give setbacks of 3 miles to Cochran Lake Park District, 2 miles to Lake Alice, 1 mile to Bullhead Lake, 1 1/2 mile to Gary, Clear Lake and Toronto, 1 mile to Goodwin, Altamont and Brandt , and have 2000 feet setback from other nonparticipating residences?**

Lisa Agrimonti: Deuel Harvest objects to this request as ambiguous and is not able to discern the purpose of this request.

**2-13) How many homes are in the town of Altamont?**

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

Michael Svedeman: As noted in Table 20-1 of the Application, Altamont had a population of 33 in 2017.

**2-14) Why were the requests by non-participants that towers be relocated denied?**

Lisa Agrimonti: Deuel Harvest objects to this request as vague and ambiguous with respect to the phrase "requests by non-participants that towers be relocated."

**2-15) Were any of these towers relocated later?**

Lisa Agrimonti: See response to Request No. 2-14.

**Wildlife: Please designate the individual conducting each study submitted and their experience and qualifications.**

**3-1) Who did the required wildlife studies?**

Lisa Agrimonti: Deuel Harvest objects to the use of "required" in this request to the extent that it mischaracterizes applicable requirements and/or calls for legal analysis.

Andrea Giampoli: Subject to and without waiving those objections, the Application identifies studies that have been completed for the Project. Many of these studies are also attached as appendices to the Application.

**3-2) Give the dates and time lengths of each individual study.**

Andrea Giampoli: See the Application, including appendices.

**3-3) Were there any studies beyond the minimum required by state or federal requirements?**

Lisa Agrimonti: Deuel Harvest objects to this request to the extent that it calls for a legal conclusion. Deuel Harvest further objects to the use of "minimum required" in this request to the extent that it mischaracterizes applicable requirements.

Andrea Giampoli: Subject to and without waiving the foregoing objections, no specific wildlife studies are required by state or federal wildlife agencies. Therefore, all of the wildlife surveys conducted are beyond the minimum required. The U.S. Fish and Wildlife Service and the S.D. Game Fish and Parks have published recommended guidelines for surveying wildlife at proposed wind energy facilities. Deuel Harvest followed these guidelines and coordinated with the agencies to develop the scope and methodologies of its surveys.

**3-4) Give the description and parameters of required studies and surveys.**

Lisa Agrimonti: Deuel Harvest objects to the use of "required" in this request to the extent that it mischaracterizes applicable requirements and/or calls for legal analysis.

Andrea Giampoli: Subject to and without waiving those objections, the Application and appendices describe the studies completed for the Project, including the methodologies utilized.

**3-5) Describe the studies or surveys in the areas adjacent to or in section 32 in Glenwood township and section 20 in Altamont township.**

Andrea Giampoli: See the Application, including appendices.

**3-6) Describe the studies done and what exact routes were driven to accomplish the studies and the exact dates.**

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

Andrea Giampoli: Subject to and without waiving those objections, see the Application, including appendices.

**3-7) Were seasonal surveys done and what were the dates of those surveys?**

Andrea Giampoli: See the Application, including appendices.

**3-8) Provide all species encountered and numbers.**

Andrea Giampoli: See the Application, including appendices.

**3-9) Were any endangered or threatened species found?**

Andrea Giampoli: See the Application, including appendices.

**3-10) Were any eagle flight path monitored in the Monighan Creek and Lake Frances area, in particular and what were the results, and when were they done?**

Andrea Giampoli: 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.

**3-11) Provide a list of all avian species encountered.**

Andrea Giampoli: See the Application, including appendices.

**3-12) What were the results of deer surveys and when were they conducted, and what locations?**

Andrea Giampoli: No deer surveys were completed. These surveys were also not recommended by SDGFP or USFWS.

**3-13) Provide specific results of bird surveys, when were they done and by whom and their qualifications and experience?**

Andrea Giampoli: See the Application, including appendices.

**3-14) Describe in detail the bat surveys. When and where were the bat studies conducted?**

Andrea Giampoli: See the Application, including appendices.

**3-15) Explain the surveys and studies done of the areas adjacent to creeks and the results, in particular Monighan Creek and its drainages?**

Andrea Giampoli: See the Application, including appendices.

**3-16) What mitigation is planned to prevent damage to the various wildlife species in the environmentally sensitive areas, forested, creeks, and valleys, water bodies, etc.?**

Lisa Agrimonti: Deuel Harvest objects to this request is vague with respect to its use of the words "damage," "environmentally sensitive," and "etc."

Andrea Giampoli: Subject to and without waiving the foregoing objection, the BBCS and Application describe the mitigation and avoidance measures that will be employed for the Project.

**3-17) What landowners in the project footprint or adjacent property owners were contacted during these studies and when?**

Lisa Agrimonti: Deuel Harvest objects to this request because it is vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

**3-18) Why was I never contacted about any wildlife surveys on properties, why would that not be a consideration due to our 30 years of experience and information?**

Lisa Agrimonti: Deuel Harvest objects to this request to the extent that it is argumentative and on grounds that it is vague and ambiguous.

Michael Svedeman: Subject to and without waiving that objection, Deuel Harvest requests permission from participating landowners to conduct survey and study work on their properties or from public rights-of-way. Deuel Harvest does not typically seek access to properties which are not participating in the Project and, therefore, on which no facilities will be sited.

**3-19) What consideration was given to the designated duck nesting habitat areas? Was it addressed in your application?**

Andrea Giampoli: Turbines have been sited away from waterfowl production areas. For more detail on these siting decisions, please refer to Section 4 of the Bird and Bat Conservation Strategy.

**3-20) Were migratory paths of birds and all waterfowl included in the study and what were the results?**

Andrea Giampoli: See the Application and Appendices I, J, K, and O.

**3-21) How will you address the many inter-lakes flight paths of all waterfowl species? Especially in the area of Lake Alice, Lone Tree, Rush Lake, Lake Francis and my 35 acre slough in section 20 of Altamont township, as well as numerous other bodies of water?**

Andrea Giampoli: See Appendix O to the Application.

**3-22) What is Invenergy's concern about the Monarch butterflies population decline and has it ever been addressed in any projects?**

Lisa Agrimonti: Deuel Harvest objects to this request as vague in its use of the phrase, "has it ever been addressed in any projects." Deuel Harvest further objects to this request

as overly broad and not reasonably calculated to lead to the discovery of admissible evidence.

Andrea Giampoli: Subject to and without waiving the foregoing objections, 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.

**3-23) Has Invenergy been involved in any filed or verbal complaints, or lawsuits involving damages to wildlife, in any of its projects, completed or in progress? If so, where were they and what were the results?**

Lisa Agrimonti: Deuel Harvest objects to this request as vague in its use of the phrase "involving damages to wildlife." Deuel Harvest further objects to this request as overly broad and not reasonably calculated to lead to the discovery of admissible evidence.

Andrea Giampoli: Subject to and without waiving the foregoing objections, see *Animal Welfare Institute v. Beech Ridge Energy LLC*, Case No. RWT 09cv1519 (D. Md.). The result of this lawsuit was the project at issue was required to obtain an Incidental Take Permit for Indiana and Virginia big-eared bats. The project is operational, and neither bat species has been taken by the project.

**3-24) What mitigation actions have they taken or will be taking?**

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

**3-25) I request copies of the full and complete reports of all wildlife studies and surveys that Invenergy did or had others do on their behalf. Include all copies and times of any communications, written or verbal, that the company or any of its contractors had with all wildlife agencies, or other outside organizations, concerning these studies and reports.**

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

Andrea Giampoli: Subject to the foregoing objections, see the Application and attached appendices. Additional wildlife study reports that were completed for the Project and not attached to the Application are available at the following links: <https://fredriksonandbyron.sharefile.com/d-sde3b189455d4855a> and <https://fredriksonandbyron.sharefile.com/d-s4bbc006aab44720b>.

***Foundations:***

- 4-1) Please provide foundation design and detail drawings for the proposed turbines of the project, indicate heights and turbine capacity, individual designs based on soil bearing capacity of 2,000 lbs per square foot, 3,000 lbs, and 4,000 lbs, or greater soil bearing capacity.**

Lisa Agrimonti: Deuel Harvest objects to this request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

Michael Svedeman: Subject to and without waiving the foregoing objections, see Section 8.0 of the Application.

- 4-2) Give soil bearing capacity estimates for turbines in sections 21, 30, 31, and 36 in Glenwood township. Also sections 1 and 6 in Herrick township.**

Lisa Agrimonti: Deuel Harvest objects to this request as not reasonably calculated to lead to the discovery of admissible evidence and to the extent it seeks information not within Deuel Harvest's custody or control.

Michael Svedeman: Subject to and without waiving the foregoing objections, Deuel Harvest is conducting geotechnical analyses for each individual turbine location to determine soil characteristics, which will be completed before construction of the Project.

- 4-3) What is the approximate quantity of concrete, in cubic yards, used in the foundation of a 490 foot high turbine based on a 3,000 lb soil bearing?**

Lisa Agrimonti: Deuel Harvest objects to this request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

Michael Svedeman: Subject to the foregoing objections, preliminary analysis suggests 470 cubic yards.

- 4-4) Are driven pilings used in any foundation designs?**

Michael Svedeman: No.

**4-5) If so, what diameters are used and what depths are estimated?**

Michael Svedeman: See response to Request No. 4-4.

**4-6) (a) What chemicals are used for form coatings during construction, and their danger to fresh water supplies?**

Lisa Agrimonti: Deuel Harvest objects to this request as not reasonably calculated to lead to the discovery of admissible evidence and vague with respect to the phrases, "form coatings during construction" and "their danger to fresh water supplies."

**(b) How would these chemicals be contained at below grade levels, to prevent contamination of surrounding soils, springs and aquifers?**

Lisa Agrimonti: See objections to 4-6(a).

**4-7) What processes are used to prevent erosion of soils during construction, to prevent runoff from sites?**

Michael Svedeman: As stated in Section 13.3.4.4 of the Application, a SWPPP will be prepared and implemented prior to construction, as required by the EPA; the plan will include standard sediment control devices (e.g., silt fences, straw bales, netting, soil stabilizers, check dams) to minimize soil erosion during and after construction. In addition, as stated in Section 13.2.2 of the Application, collector lines that cross delineated wetlands and streams will be directionally bored beneath the wetland. To further protect wetlands and streams, BMPs for sediment and erosion control would be implemented. To limit the risk of contamination of wetlands and streams due to accidental spilling of fuels or other hazardous substances, construction equipment would be refueled in areas away from wetlands or drainage areas, and a spill kit would be available at the construction site.

**4-8) What is done with all excavated materials and soils from the foundation sites?**

Michael Svedeman: Topsoil and sub-grade soil are excavated and separated at the foundation sites. After the pouring of the foundation the sub-grade soil is back-filled and compacted down on top of the poured foundation. The topsoil is then spread on the surrounding areas.

**4-9) How is the disturbance of underground springs handled during foundation excavations?**

Michael Svedeman: Deuel Harvest is conducting geotechnical analyses before construction at each individual location so that no underground springs will be disturbed during foundation excavations.

**4-10) Who is responsible for monitoring and reporting these disturbances and possible contaminations of underground springs? To what public boards or officials would these problems be reported?**

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

Michael Svedeman: Subject to and without waiving the foregoing objection, Deuel Harvest and the Project's general contractor is responsible for implementing and monitoring BMPs during construction and restoration.

**4-11) Where in the application is the prevention of springs or wells from being contaminated addressed?**

Michael Svedeman: See Sections 11, 12, and 14 of the Application.

**4-12) What testing for contamination of springs and wells will be done and by whom will it be done?**

Lisa Agrimonti: Deuel Harvest objects to this request as vague because it does not specify a timeframe.

Michael Svedeman: Subject to and without waiving the foregoing objection, see response to Request No. 4-9.

**4-13) What studies of impact to the hydrology of these areas has been done and by whom and what were the results?**

Lisa Agrimonti: Deuel Harvest objects to this request because "hydrology studies" is vague.

Michael Svedeman: Subject to and without waiving the foregoing objection, Deuel Harvest has conducted wetland delineations with respect to Project facilities (Appendix G of the Application). The Application also provides data with respect to hydrology and waterbodies within the Project Area (Section 12 and Figure A-5).

**4-14) If studies or reports were done, were they peer reviewed and by whom?**

Michael Svedeman: See response to Request No. 4-13.

**4-15) What studies of the aquifers, in both zones A and B, has been done to assure no contamination or negative impacts, and by whom?**

Lisa Agrimonti: Deuel Harvest objects to this request because "studies of the aquifers" is vague.

Michael Svedeman: Subject to and without waiving the foregoing objection, see responses to Request Nos. 4-9, 4-10, and 4-13.

**4-16) Who will guarantee that there will be no damage caused to any down stream springs or wells and will not pose a threat of serious injury to the environment. This would be considered a part of applicants burden of proof?**

Lisa Agrimonti: Deuel Harvest objects to this request to the extent that it calls for legal analysis, is ambiguous, and is argumentative.

Michael Svedeman: Without waiving those objections, Deuel Harvest is responsible for the Project; however, because of the BMPs and other avoidance and mitigation measures that will be implemented for the Project, as discussed in prior responses, "damage" to springs, wells, and other water resources is not anticipated.

**4-17) Who would be responsible for any damage or contamination to my downstream fresh water dams, and fishery, and flowing wells in the area?**

Lisa Agrimonti: Deuel Harvest objects to this request to the extent that it calls for legal analysis and is ambiguous.

Michael Svedeman: Subject to and without waiving those objections, Deuel Harvest is responsible for the Project; however, because of the BMPs and other avoidance and mitigation measures that will be implemented for the Project, as discussed in prior responses, "damage" to springs, wells, and other water resources is not anticipated.

**4-18) What are the possibilities of leeching of dangerous chemicals from the foundation into the aquifer or fresh water springs?**

Lisa Agrimonti: Deuel Harvest objects to this request as vague with respect to the phrase “dangerous chemicals.”

Michael Svedeman: Subject to and without waiving the foregoing objection, the foundations are composed of concrete, rebar, and copper cable. Deuel Harvest is not aware of any "dangerous chemicals" as referenced in this request.

**4-19) Who is responsible for correcting of or repairing the damage done? Since the ordinances requires no damage to existing properties or property uses.**

Lisa Agrimonti: Deuel Harvest objects to this request to the extent it calls for legal analysis. Deuel Harvest further objects to this request as vague with respect to the phrase “the damage done.”

Michael Svedeman: Subject to and without waiving those objections, Deuel Harvest is responsible for the Project; however, because of the BMPs and other avoidance and mitigation measures that will be implemented for the Project, as discussed in prior responses, the "damage" that appears to be contemplated by this Request is not anticipated.

***Fire dangers: Please give respondent’s name and qualifications.***

**5-1) Since the burden of proof of the applicant is to guarantee that the project will not pose a threat of serious injury to the environment and will not impair the health, safety or welfare of the inhabitants, what are the precautions the applicant is taking to prevent the damage from fires to surrounding properties?**

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

Jacob Baker: Subject to and without waiving the foregoing objection, the Project is sited to comply with applicable setbacks. With respect to Project operations, Deuel Harvest will acquire turbines from reputable suppliers. Turbines are constructed of fiberglass and steel, which are not highly flammable materials. With respect to Project maintenance activities, a rigorous hot works program is adhered to whenever any open flames or heat sources are introduced in a tower. A hot works program is a program to reduce risks associated with an activity, such as welding, which provides an ignition source. All up tower entries require a fire extinguisher be taken up the tower. All employees are trained annually on use. Deuel Harvest will coordinate fire emergency plans and hold emergency response drills at the Project with local fire departments both before the Project becomes operational and annually thereafter.



**5-2) How would fires be controlled in areas surrounding the turbine sites?**

Jacob Baker: Deuel Harvest will coordinate fire emergency plans and hold emergency response drills at the Project with local fire departments both before the Project becomes operational and annually thereafter. Deuel Harvest will work with local emergency management in the unlikely event of a fire.

**5-3) Who's responsibility would it be to put out or control fires?**

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

Jacob Baker: Subject to and without waiving the foregoing objection, see response to Request No. 5-3.

**5-4) What would be the time frame that it would take for a fire to travel 1,000 feet in dry crops or grasses in a 30 to 40 mph wind condition?**

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

**5-5) What would be the prevailing wind directions which would affect wind turbines in sections 30, 31, and 36 in Glenwood Township and sections 1 and 6 in Herrick Township?**

Lisa Agrimonti: Deuel Harvest objects to this request as vague with respect to the phrase "which would affect". Further, Deuel Harvest objects to this request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

Michael Svedeman: Subject to and without waiving the foregoing objection, the prevailing wind direction across the entire site is 330 degrees which occurs approximately 13% of the time.

**5-6) What would be the estimated safe distance for personnel to be kept back from a 485 foot wind turbine operating at maximum speed, factoring in a 40 mph wind speed, during a blade fire occurrence?**

Jacob Baker: For operations, we would stay one blade length away (known as the exclusion zone) and not be downwind of the turbine.

**5-7) Give the projected procedure of putting out a fire in a proposed 485 foot wind turbine.**

Jacob Baker: Our policy is to evacuate the exclusion zone (one blade length away) and work with local EMS to control any ground fire that might ignite.

**5-8) How would John Homan's forested areas be protected from possible fire damage and thus the nearby residences?**

Lisa Agrimonti: Deuel Harvest objects to this request as vague and ambiguous. See response to Request No. 5-7.

**5-9) Who would be responsible for damages done by fires caused by the operations of wind turbines or by personnel working on the turbines, the manufacturer, the operating company, or the land owner?**

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

**5-10) Is the company aware of any wind tower fires, and what was the result of the fires to the structure and to the surrounding properties?**

Lisa Agrimonti: Deuel Harvest objects to this request to the extent it seeks information not in the custody or control of Deuel Harvest. Deuel Harvest further objects to this request as overly broad.

Jacob Baker: Subject to and without waiving the foregoing objections, turbine fires are rare. Invenergy has experienced a fire at one turbine in its fleet in approximately 15 years of owning and operating wind projects; at this time, Invenergy operates over 4,800 MW of wind turbines. Invenergy staff and local emergency responders responded to the incident, and the fire extinguished on its own. There were no injuries or property damage as a result of this incident. The fire occurred in 2013 at the Forward Energy Wind Center, which was constructed in 2008 and is located in Dodge and Fond du Lac counties, Wisconsin. A new nacelle, hub, and blade set were installed, and the turbine was returned to service.

**Please give the respondents name and title.**

**6-1) What accommodations are made in the application concerning Homan Field, John Homan's landing strip, in section 32 of Glenwood Township, which is permitted by Deuel County and approved by the FAA?**

Lisa Agrimonti: Deuel Harvest objects to this request to the extent it calls for legal analysis and is vague with respect to the word "accommodations." Subject to and without waiving those objections, refer to the layout identified in Appendix A to the Application.

- 6-2) The permit hearings for John Homan's landing strip, in 2017, were attended by representatives of Invenergy, please furnish the dates they attended and the names of the attendees and their connection to Invenergy.**

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

- 6-3) What was Invenergy's interest and concerns about the Deuel County zoning board issuing the landing strip permit?**

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

- 6-4) Why did Invenergy oppose the issuing of the permit?**

Lisa Agrimonti: Deuel Harvest objects to this request because it is not reasonably calculated to lead to the discovery of admissible evidence. It also mischaracterizes Deuel Harvest's statements during the Homan SEP process.

- 6-5) Please provide any and all communications between any zoning board members and Invenergy, or any of its representatives, during the 6 month period covering my landing strip hearings.**

Lisa Agrimonti: Deuel Harvest objects to this request as not reasonably calculated to lead to the discovery of admissible evidence. In addition, responsive documents are available to Intervenor as a party to the litigation in Docket No. 19CIV18-000019.

- 6-6) Please provide any or all communications between Invenergy and its representatives, with John Knight, the Deuel County states attorney, who was advisor to the zoning board during the 6 month hearing process.**

Lisa Agrimonti: Deuel Harvest objects to this request as not reasonably calculated to lead to the discovery of admissible evidence. In addition, responsive documents are available to Intervenor as a party to the litigation in Docket No. 19CIV18-000019.

- 6-7) Was there any communications with any public officials of Deuel County outside of the public meetings? If so, please provide copies of written communications, or dates and subjects of any conversations.**

Lisa Agrimonti: Deuel Harvest objects to this request as not reasonably calculated to lead to the discovery of admissible evidence. In addition, responsive documents are available to Intervenor as a party to the litigation in Docket No. 19CIV18-000019.

- 6-8) Since attorneys for Invenergy attended the permit hearings, what was the association with adjacent landowners that were opposing my permit, provide by name and location.**

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

- 6-9) Since Invenergy attorneys attended the hearings, what was the reasoning of the board for not granting the permit for 6 months?**

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

- 6-10) Were Invenergy attorneys aware at the time of the landing strip hearing, that two of the voting members had contracts with Invenergy?**

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

- 6-11) Did the possibility of conflicts of interest get brought up in the discussions by Invenergy attorneys? Was the subject brought up by the states attorney or any of the board members? If so, what were the results?**

Lisa Agrimonti: Deuel Harvest objects to this request as vague and not reasonably calculated to lead to the discovery of admissible evidence. In addition, this request seeks information protected as attorney-client privileged and/or work product.

- 6-12) Since Invenergy's contracts with landowners addresses the conflict of interest issues with public boards, why was it not addressed by the attending attorneys?**

Lisa Agrimonti: Deuel Harvest objects to this request as vague and not reasonably calculated to lead to the discovery of admissible evidence. In addition, this request seeks information protected as attorney-client privileged and/or work product.

- 6-13) One of the adjacent landowners opposing my landing strip was Darold Hunt, what was the association between Invenergy and Darold Hunt during these hearings?**

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

- 6-14) What is the current connection between Darold Hunt and Invenergy?**

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

- 6-15) Since it is now evident that Darold Hunt has contracts with Invenergy and has towers located on his adjacent properties, when were contracts signed between Darold Hunt and Invenergy?**

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

- 6-16) What was John Knights involvement with these above mentioned contracts with Darold Hunt?**

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

- 6-17) There was a letter of assurance required by the zoning board of John Homan before the permit for the landing strip was issued, what was Invenergy or their attorneys involvement in the requirement or writing of the letter? Please provide all copies of communications and dates and subjects of any conversations between Invenergy and any of its representatives or attorneys, concerning the drafting or status of this letter of assurance.**

Lisa Agrimonti: Deuel Harvest objects to this request as vague and not reasonably calculated to lead to the discovery of admissible evidence. In addition, this request seeks information protected as attorney-client privileged and/or work product.

- 6-18) Was the idea of requiring this letter proposed by any representative of Invenergy?**

Lisa Agrimonti: Deuel Harvest objects to this request as vague and not reasonably calculated to lead to the discovery of admissible evidence. In addition, this request seeks information protected as attorney-client privileged and/or work product.

**6-19) At the time of the runway hearings, was there any project layouts for towers for Darold Hunts properties? If so, please provide maps and dates.**

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

**6-20) (a) At this time, since Darold Hunt apparently is contracted with Invenergy, does he have contracted rights to choose tower locations?**

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

**(b) Does Invenergy have the contract rights to choose tower locations on Darold Hunts property?**

Lisa Agrimonti: Deuel Harvest objects to this request as vague and not reasonably calculated to lead to the discovery of admissible evidence. Deuel Harvest further objects to this request to the extent it seeks confidential information.

**6-21) (a) Does Darold Hunts contract with Invenergy, negotiated by John Knight, differ from the company standard contract?**

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

**(b) If so, in what way?**

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

**6-22) At the landing strip permit hearing, Ms. Molly Smith, attorney for Invenergy, stated that property rights go up vertically at the property lines, can you elaborate on that, and is that still Invenergy's position?**

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

- 7-1) What archeological studies have been done particularly in the vicinity of and bordering Monighan Creek? If so, who did the study and what were the results? Arrow heads have been found in the vicinity.**

Michael Svedeman: The information was provided in Appendices E and T, which were submitted confidentially.

- 8-1) Please provide all reports or complaints that the company has received in the past concerning any health issues or quality of life issues, caused by being in close proximity to industrial wind turbines, considering that the applicants burden of proof is that, “the facility will not substantially impair the health, safety or welfare of the habitants or future inhabitants of the area”.**

Lisa Agrimonti: Deuel Harvest objects to this request to the extent that it calls for legal analysis. Deuel Harvest further objects to this request as overly broad and vague with respect to the phrases "all reports or complaints," "the company," and "quality of life issues."

- 8-2) Have any issues resulted in any lawsuits against Invenergy, either finalized or still pending?**

Lisa Agrimonti: Deuel Harvest objects to this request as vague with respect to the phrase “any issues.” Deuel Harvest further objects to this request as not reasonably calculated to lead to the discovery of admissible evidence.

- 8-3) If concluded, what were the results?**

Lisa Agrimonti: See response to Request No. 8-2.

- 8-4) In section 7.4 of Invenergy’s standard contract, it stated that, “in no event shall grantee or its related persons be liable to owner for personal injuries to owner or its related persons attributable to risks associated with normal day-to-day operation of electrical generating facilities, such as flickering, noise, and electromagnetic fields. I read this as saying that these are things that can cause problems to people even under normal operating conditions, is that not correct?**

Lisa Agrimonti: Deuel Harvest objects to this request to the extent that it calls for a legal analysis. The language quoted by Intervenor speaks for itself.

Michael Svedeman: Subject to and without waiving the foregoing objections, no. This language does not indicate that any such problems are anticipated from the Project. See also the Supplemental Testimonies of Dr. Mark Roberts and Dr. Jeffrey Ellenbogen.

**8.5) Are there other concerns such as ice throw and problems caused by infrasound?**

Lisa Agrimonti: Deuel Harvest objects to this request as vague with respect to the phrase "other concerns." Deuel Harvest is unable to discern the intent and scope of this request.

**9-1) Since this project is in an area highly prone to icing conditions many times a year, what is the possible ice throw distance from a 485 foot wind turbine operating at maximum speed?**

Lisa Agrimonti: Deuel Harvest objects to this request as speculative and assuming facts not in evidence. Subject to and without waiving those objections, see the Supplemental Testimony of Jacob Baker concerning ice throw.

**9-2) What is the manufacturers recommended safety distance at different speeds?**

Lisa Agrimonti: Deuel Harvest objects to this request as vague and ambiguous and to the extent it seeks confidential information.

Jacob Baker: The manufacturer does provide recommendations on worker approach distances based on wind speeds. For wind greater than 15 m/s, no hub entry. For winds greater than 20 m/s, no entry into the nacelle. For wind greater than 25 m/s, no entry into the tower.

**9-3) At maximum speed?**

Jacob Baker: See response to Request No. 9-2.

**10-1) Would the company consider this project as commercial, industrial, or agricultural?**

Lisa Agrimonti: Deuel Harvest objects to this request to the extent it calls for legal analysis. Deuel Harvest further objects to this request as vague and is unable to discern the purpose and scope of this request.



Dated this 27th day of March, 2019.

By /s/ Lisa Agrimonti

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Lisa M. Agrimonti

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