

2-3) Does Invenergy or Deuel Harvest release landowners from their lease or easement agreements upon request of the individual?

Lisa Agrimonti: Deuel Harvest objects to this request as vague and overbroad because it does not specify any time limitations. 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, Deuel Harvest considers releasing a landowner from his/her lease or easement agreement on a case-by-case basis, and has released landowners from a lease or easement upon request.

2-4) Name all individuals released from agreements with Deuel Harvest within two weeks of the date Deuel County Zoning Board Member Mike Dahl was released from his agreement with Deuel Harvest.

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

2-5) Name all individuals representing Deuel Harvest or Invenergy who communicated with Mike Dahl regarding the release of his agreement.

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

2-6) Describe all communication of any kind, whether oral, written, or electronic between any employee, agent, representative, contractor or attorney of Invenergy or Deuel Harvest with John Knight in the last seven years.

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

2-7) Does Deuel Harvest hold any agreements with individuals who reside in or own land in Deuel County that have not been recorded in the Deuel County Registrar's Office?

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

Michael Svedeman: Subject to and without waiving the foregoing objections, and assuming that "agreements" is intended to mean "easements, I understand that Deuel Harvest has recorded memorandums of agreement for all easements, and there are no easements that have been executed, but not recorded.

2-8) Describe in detail Mr. Hankard’s role in Invenergy’s Willow Creek Project.

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

Mike Hankard: Subject to and without waiving the foregoing objections, I was not involved in modeling or other pre-construction activities with respect to the Willow Creek Project. After operations, I conducted multiple years of sound measurements at that project and designed a system to shut down certain turbines under certain conditions.

2-9) How would Deuel Harvest advise local fire departments to handle a potential turbine fire?

Jacob Baker: As I have testified, a turbine fire is a rare occurrence. Deuel Harvest will advise local fire departments that should a fire occur, firefighters should be focused on protecting the public and would monitor the fire until it self-extinguishes. In the rare case of a ground fire, Deuel Harvest anticipates that local fire departments would respond in accordance with their training and experience, which is often related specifically to ground fires. See also response to Request Nos. 2-10 and 2-11.

2-10) In Applicant’s Responses to Christina Kilby’s First Set of Data Requests 1-46, Jacob Baker responded “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.” Has Deuel Harvest created a fire emergency plan previously? If so, please provide.

Jacob Baker: Invenergy develops site-specific emergency response plans for each project. A specific plan for Deuel Harvest has not yet been developed. A copy of Invenergy’s Emergency Response Plan template is included as Attachment 2-10.

2-11) Describe the emergency response drills Deuel Harvest or Invenergy will conduct with local fire departments referenced in Applicant’s Response 1-46.

Jacob Baker: Each site Manager engages with the local EMS and sets up a time and place with the Fire Chief where a simulated emergency will take place. This emergency can be any number of items, but for this response, we will discuss a turbine fire. The emergency drill is normally not announced to either the site staff or fellow firefighters at the local fire department. On the day of the drill, during normal day-to-day activities, the Manager will announce over the radio that a fire is in progress at a specific turbine and that a drill is in progress. The technicians in the field will place a call to the local EMS. The technicians and Manager will head to the affected turbine and set up direction points to help guide EMS to the turbine (turbine GPS coordinates are always shared with local EMS, too). Once EMS is on the scene, the Fire Chief and Manager give instruction on

the situation and run through several simulations (ground fire, debris falling, public onlookers, etc.) and how each party will respond to a given situation. After the drill is completed, a debrief is given to the entire fire department and Site team – reviewing lessons learned and observations made by the Fire Chief and Manager during the drill.

2-12) Describe the qualifications of whomever will be conducting the emergency response drills referenced in Response 1-46.

Jacob Baker: During the initial site startup the drills and training will be conducted by the Regional Environmental Health and Safety (“EHS”) Manager, Regional Director of Operations, and the onsite Manager. The EHS Manager and Regional Director have been involved with numerous drills throughout their careers and have been heavily involved in developing Invenergy’s emergency response policies and procedures. Future drills will be initiated by the Manager, with assistance from the EHS Manager.

2-13) Does Invenergy maintain records of complaints made regarding its wind energy projects? If so, provide all such complaints regarding wind energy facilities.

Lisa Agrimonti: Deuel Harvest objects to this request as overly broad, unduly burdensome, and vague with respect to “complaints.” 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 response to Intervenor’s Request Nos. 54 and 55.

2-14) Please provide the amounts of economic benefits to Deuel County claimed by any employee, agent, or representative of Deuel Harvest or Invenergy in the last seven years.

Lisa Agrimonti: Deuel Harvest objects to this request as vague and is unable to discern what is being requested.

2-15) What is the amount of infrasound the project will cause at non-participating residences?

Mike Hankard: Infrasound is not typically measured at wind projects because the levels emitted by wind turbines are below the threshold of human hearing, and the turbines at this Project are anticipated to create infrasound levels similar to that of existing, similarly sized turbines. Specifically, wind turbine infrasound sound levels are around 40 dB (four orders of magnitude) below the human hearing threshold, which is over 100 dB at 5 Hz. See also Hankard Rebuttal, page 5 lines 125 to 137.

2-16) Provide a copy of any agreement Deuel Harvest or Invenergy has with the Deuel County Zoning Officer Jodi Theisen.

Lisa Agrimonti: Deuel Harvest objects to this request as not reasonably calculated to lead to the discovery of admissible evidence and as seeking confidential information. Subject to and without waiving the foregoing objections, Deuel Harvest provides the following response:

Michael Svedeman: The only agreement Deuel Harvest has with Ms. Theisen is a wind lease and easement agreement, which the requesting Intervenor has in her possession.

2-17) Describe in detail all communication of any kind in the last two years between Deuel Harvest or Invenergy, or any of either's affiliates, agents, representatives, employees, attorneys or contractors and Jodi Theisen pertaining to the setback from Lake Alice. Provide copies of any written or electronic communication.

Lisa Agrimonti: Deuel Harvest objects to this request as not reasonably calculated to lead to the discovery of admissible evidence and to the extent that it misstates the Deuel County Zoning Ordinance.

Michael Svedeman: Subject to and without waiving the foregoing objections, none. Until Intervenor raised an alleged alternative interpretation of the Lake Park District setback in this proceeding, based upon the Zoning Ordinance, zoning map, and applicable meeting minutes, there was no question regarding the intent or scope of the setback in the Deuel County Zoning Ordinance § 1215.03(2) and, as such, Deuel Harvest had no occasion to correspond with Ms. Theisen regarding this issue.

2-18) During what months did Deuel Harvest, Invenergy, or any of either's affiliates, employees, agents, representatives, attorneys, or contractors participate in negotiations with States Attorney John Knight regarding any lease or easement agreements with any landowners?

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

2-19) Describe all communications of any kind, including but not limited to written, oral, electronic or telephonic between Deuel Harvest's agent (or contractor) Gene May and either Mike Dahl, Kevin DeBoer, Jodi Theisen, John Knight, Gary Jaeger or Lynn Pederson in the last four years. Provide copies of all such communication that is in written or electronic form.

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

the extent that the requested information was already produced in Docket No. 19CIV18-00019.

2-20) Provide a diagram of the foundations that will be utilized for the Project turbines.

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.

2-21) Provide all material safety data sheets for the turbines that are being considered or proposed for the Project.

Jacob Baker: There are no “material safety data sheets for the turbines that are being considered or proposed for the Project.”

2-22) Provide evidence to substantiate Deuel Harvest’s claim that the life of the project is 30 years.

Michael Svedeman: To be clear, Deuel Harvest does not claim that each and every Project component will last 30 years without replacement or repair. This Project, like many other wind projects, is planned to operate at least 30 years. This is a common timeframe for power purchase agreements and interconnection agreements, and the Project will be subject to routine maintenance and inspections so that its operation may be consistent with this timeframe.

2-23) What is the expected lifetime of a blade once in operation? Provide evidence for your response.

Jacob Baker: Based on Invenegy’s fleet history, there is a 0.25 percent chance that a turbine will need a blade replacement in a given year; that equates to a 0.09 percent chance per year on a per blade basis.

2-24) Is Deuel Harvest aware of any records regarding the number of turbine fires that have occurred in the United States in the last five years?

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

Jacob Baker: 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.

2-25) As follow-up to Deuel Harvest's response to my data request 1-44, do different turbine models contain different flammable materials?

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

2-26) Are any petroleum products contained within the proposed turbines? If so, what is the amount of petroleum products contained within each turbine?

Jacob Baker: See Deuel Harvest's responses to Garrett Homan's Request 1-10(o).

2-27) Regarding Deuel Harvest's response to my data request 1-44, what is Jeff Kopp's role in the Project and what are his qualifications?

Jeff Kopp: I am the Project Manager for the decommissioning planning and estimating portion of the Project. With 17 years of experience providing consulting services to electric utilities, I have been involved in the preparation of decommissioning cost estimate reports for over 150 plants. I have also presented at several conferences on the topic of decommissioning cost estimating.

2-28) If a blade needs to be replaced prior to decommissioning, where will the blade be disposed of?

Lisa Agrimonti: Deuel Harvest objects to this request as seeking speculation and being vague and ambiguous with respect to timeframe.

Jacob Baker: Subject to and without waiving the foregoing objections, if a blade needs to be replaced prior to decommissioning it will first be evaluated if a repair possible. If repair is not possible, it will be removed from the turbine, treated as solid waste, and cut down then disposed of at an appropriate trash disposal site.

2-29) Has Deuel Harvest, Invenergy, or any of either's affiliates, employees, contractors, agents, representatives or attorneys ever provided gifts including but not limited to

tickets to any sporting event to any Deuel County County Commissioner, Zoning Board member, or Zoning Officer in the last seven years?

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

Michael Svedeman: Subject to and without waiving the foregoing objection, none of which I am aware. Deuel Harvest has been a sponsor of the Crystal Springs Rodeo since 2015 and Gary Rodeo since 2017, and purchased tickets to these local rodeos which were given to some Project participants and community members as part of Deuel Harvest's sponsorship and commitment to the local community; the tickets were distributed by Deuel Harvest's land agents, and I am not aware of any of those tickets being provided to "any Deuel County Commissioner, Zoning Board member, or Zoning Officer."

2-30) How many *individuals* residing in Deuel County are currently bound by confidentiality agreements with Deuel Harvest or Invenergy?

Lisa Agrimonti: Deuel Harvest objects to this request as not being reasonably calculated to lead to the discovery of admissible evidence and overly broad and unduly burdensome. Deuel Harvest further objects to this request to the extent it mischaracterizes the scope and/or content of any contractual provision.

Michael Svedeman: Subject to and without waiving the foregoing objections, information concerning the number of wind lease and easement agreements in Deuel County is already provided in this docket, and the leases contain a confidentiality provision. There are no "confidentiality agreements" as referenced in the question. The confidentiality provision from Deuel Harvest's lease is below:

The Parties acknowledge that prior to the execution of this Agreement, neither party may require the other party to maintain the confidentiality of any negotiations or the terms of the Agreement. After the Effective Date, however, both Parties shall maintain in confidence, for the benefit of the other party, all information pertaining to the financial terms of or payments under this Agreement. Neither party will use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of the other party. Notwithstanding the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Property; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the confidentiality of the information.

2-31) Would the viability of the project be threatened if no turbines would be constructed within two-miles of the Homan runway? If so, provide evidence.

Lisa Agrimonti: Deuel Harvest objects to this request because it is argumentative, seeks speculation, and is vague with respect to “viability.”

Michael Svedeman: Subject to and without waiving the foregoing objections, see response to Intervenor’s Request No. 1-52, where I explained that removing all turbines within two miles of the grass airstrip on the Homan Construction property would result in the removal of 16 turbines. Removing 16 turbines from the Project at this stage would potentially impact the viability of the Project. In addition, there would be corresponding negative impacts on the landowners on whose properties those turbines are proposed and who wish to host Project turbines.

2-32) State the farthest distance Invenergy is aware of that ice has been thrown from a turbine.

Lisa Agrimonti: This request is duplicative of Intervenor’s Request No. 1-67, to which Deuel Harvest has provided a response.

2-33) State the farthest distance Invenergy is aware of that a blade piece has been thrown from a turbine.

Lisa Agrimonti: This request is duplicative of Intervenor’s Request No. 1-68, to which Deuel Harvest has provided a response.

2-34) To Mr. Hankard, please provide documentation showing reliability of your prediction studies.

Mike Hankard: See response to Garrett Homan’s Request 2-25(a).

Directed to Dr. Ellenbogen:

2-35) Are you aware of any studies indicating physical effects on animals living in close proximity to wind turbines? If so, please provide such studies.

Dr. Jeffrey Ellenbogen: Assuming that this request’s reference to “animals” is to animals other than humans, no.

2-36) Are you aware of any current research being conducted regarding possible health effects caused by wind turbines? If so, please describe.

Dr. Jeffrey Ellenbogen: I am not aware of ongoing research, if any, that is currently in progress but not yet published.

2-37) Please describe the Hypocratic Oath.

Lisa Agrimonti: Deuel Harvest objects to this request. The Hippocratic Oath speaks for itself.

2-38) Are you bound by the Hypocratic Oath when testifying on behalf of Deuel Harvest? Please explain.

Dr. Jeffrey Ellenbogen: As a practicing physician of nearly 20 years, I am duty bound by contemporary codes of medicine. When I provide sworn testimony, I am duty bound to “tell the truth, the whole truth and nothing but the truth.”

2-39) Are you aware of any public protections put in place for potentially harmful agents when there is limited epidemiological evidence for a direct causal link? If so, please explain.

Lisa Agrimonti: Deuel Harvest objects to this request as vague and ambiguous with respect to the use of the phrases “public protections” and “potentially harmful agents.” Subject to and without waiving the foregoing objections, Deuel Harvest provides the following response:

Dr. Jeffrey Ellenbogen: No.

2-40) Are you aware of any recommendations by the World Health Organization regarding night-time noise limits? If so, please explain.

Lisa Agrimonti: Deuel Harvest objects to this request as overbroad and as vague with respect to its request to “please explain.” Subject to and without waiving the foregoing objections, Deuel Harvest provides the following response:

Dr. Jeffrey Ellenbogen: Yes. In 2009, the World Health Organization (“WHO”) issued a document, “Night Noise Guidelines for Europe.” This document was silent with respect to wind turbines. The WHO recently produced the document, “Environmental Noise Guidelines for the European Region” (2018). In this updated document of 2018, the WHO states that “[t]he quality of the evidence of night-time exposure to wind turbine noise is too low to allow a recommendation.” (See page xvii).

2-41) Are you aware that the Brown County, WI, Board of Health declared the Shirley Wind Project a Human Health Hazard?

Dr. Jeffrey Ellenbogen: I am not familiar with any declaration by the Board of Health regarding the Shirley Wind Project.

To Dr. Roberts:

2-42) Please explain Exponent Inc.'s business.

Dr. Mark Roberts: Exponent is a California based engineering and scientific consulting firm. Exponent has a multidisciplinary team of scientists, physicians, engineers, and business consultants which performs research and analysis in more than 90 technical disciplines. The company operates 20 offices in the United States and five offices overseas. Exponent professionals investigate, analyze and describe engineering and health occurrences ranging from structural failures and transportation accidents to a variety of health related topics ranging from infectious disease to chemical exposure.

2-43) How many wind energy projects have you testified regarding?

Dr. Mark Roberts: I have not counted them and do not track them by number but I estimate that I have offered testimony in connection with wind farms in approximately 20 states in some form or fashion

2-44) How many other energy facilities have you testified regarding?

Dr. Mark Roberts: In addition to the cases reference above, I recall providing testimony in two cogeneration facilities in Wisconsin and two gas fired facilities.

2-45) Are you aware of any studies showing that infrasound poses no threat to human health? If so, please provide.

Dr. Mark Roberts: There are a number of studies that have included infrasound in the spectrum of sound studied and no health effects were reported. See, for example, the testimony submitted by Dr. Jeffery Ellenbogen in this proceeding. In addition, we are surrounded by infrasound and, in fact, have infrasound emanating from our bodies (heart, lungs, joints).

2-46) Are you aware of any study showing that the “nocebo” effect is the cause of all health complaints of people living in proximity to wind turbines? If so, please provide.

Lisa Agrimonti: Deuel Harvest objects to this request as overbroad and vague with respect to the phrase “all health complaints.” Subject to and without waiving the foregoing objections, Deuel Harvest provides the following response:

Dr. Mark Roberts: Nocebo effect is a well-established observation in medicine and the pharmaceutical world. There is no study or studies that show “**all** health complaints of people living in proximity to wind turbines” are the result of nocebo effect.

2-47) Is the list of articles included in your Pre-filed Supplemental Direct Testimony on pages 3-5 a complete list of all articles published on the subject of whether wind turbines cause adverse health effects?

Dr. Mark Roberts: No. The articles that I listed in the Pre-Filed Supplemental Direct Testimony are the most germane ones to the points or opinions I was discussing. The list in no way represents “all” the articles reflecting on wind turbines and health.

2-48) Are you aware of any public protections put in place for potentially harmful agents when there is limited epidemiological evidence for a direct causal link? If so, please explain.

Lisa Agrimonti: Deuel Harvest objects to this request as vague and ambiguous with respect to the use of the phrases “public protections” and “potentially harmful agents.” Subject to and without waiving the foregoing objections, Deuel Harvest provides the following response:

Dr. Mark Roberts: Public health institutions and agencies do make health recommendations based on early scientific information but continue to refine the public health message as new or additional information becomes available. In contrast, at least 12 health agencies from different countries and 12 state or local health agencies have reviewed the question of health effects associated with wind turbines, and none has linked wind turbines to a specific health effect.

2-49) Are you aware of any recommendations by the World Health Organization regarding night-time noise limits?

Dr. Mark Roberts: Yes. WHO 2018 has a “conditional” guideline for Europe regarding wind turbine noise that includes a night-time guideline. A conditional recommendation is based on “less certainty” and was described as being subject to change based on further research. Even though the WHO document was produced in 2018, it did not include major works such as Health Canada and the Berkeley study. The WHO guideline clearly acknowledges this shortcoming.

2-50) Are you aware that the Brown County, WI, Board of Health declared the Shirley Wind Project a Human Health Hazard?

Dr. Mark Roberts: The proceedings of the Brown County Board of Health (“Board”) October 14, 2014 meeting indicate that during the course of their meeting they took up a discussion of reported health effects and opened the meeting to public comments. Later that evening the Board took a vote indicating wind turbines were a “hazard to health.” This is in direct contradiction to the findings of a report that the Board had requested regarding wind turbine health effects. Subsequently, Ms. Chua Xiong, Director of the

Brown County Health Department, reported that she found a lack of scientific evidence to link the illnesses of some people living near the eight-turbine wind farm in southern Brown County. The Board's action is also contradictory to the results of two separate reviews undertaken by the Wisconsin State Department of Health (2010 & 2015).

**2-51) Are you bound by the Hypocratic Oath when testifying on behalf of Deuel Harvest?
Please explain.**

Dr. Mark Roberts: Yes. There are a number of different oaths recited at medical school graduations but nearly all center on the key point of "do no harm to the patient." I feel that I am following that philosophy and commitment with every health encounter be it concerns about health effects from wind turbines, obesity, or cancer. When a person says "I think I have a brain tumor," I do not immediately agree and recommend surgery or chemotherapy. I assess the person and follow a common practice of evaluating the person for objective signs of what is causing the change in his or her health and make the appropriate referral to a treating physician. That action is entirely consistent with the basic premise that a physician should do no harm. The clear possibility of harm comes from shortcutting the clinical process and just recommending a treatment.

Dated this 11th day of April, 2019.

By /s/ Lisa Agrimonti
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