

John Homan's testimony before the SD PUC, in Pierre on March 27, 2019, at the hearing to support the "Motion to Deny" in the matter of the permit application for Deuel Harvest North, EL18-053.

I have three or four issues that I will address concerning the Deuel Harvest North permit application and Invenergy's actions as a company, that I feel are reasons to deny the permit at this time.

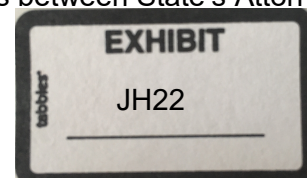
- A. One example would be concerning the massive foundations required for the turbines, and how they could affect the fresh water springs, aquifers, streams, dams, and lakes of the region. We have requested foundation designs based on different soil bearings, this is something they could furnish without knowing all the final sites and having the final engineering. They refused us the information during data requests! How do we question the designs or results of them until the specs are made available to everyone? We can't prepare to oppose the project for specific reasons -when the applicant can continually change plans or say they will present the project plans at the start of construction. This is too late for intervenors to be given any due process, except for court actions. The application is not complete.
- B. Economic benefits of the project to Deuel County. Part of the application sites the total of direct payments to landowners. We have requested the amounts of direct payments to landowners and the percentage paid to non-residents of Deuel County, we have been refused that information saying it was not available! Tower lease payments and acreage payments to *non-residents*, should not be included in the benefits to the county! My research shows that over 40% of the tower lease payments go to non-residents. Their projections are greatly overstated. Also, there are no permanent jobs guaranteed to be located in Deuel County, therefore those assertions cannot be used. Their projections of economic benefits are misleading!
- C. My landing strip - Homan Field. The application and current tower layout does not allow for any accommodation of the safe usage of my county-permitted and FAA approved landing strip in Section 32 of Glenwood Township. The landing strip applied for in March of 2017. At that time, there were no wind towers, no project layout, no permit for wind towers, not even an application for a permit.

The first meeting I had with the DC zoning board was in April of 2017. The first question from the Chairman Dennis Kannegeiter was "how is your landing strip going to affect wind towers?" That set the tone for the next 6 months and 6 meetings. The only real concern was about wind towers. The meetings were also attended by attorney representatives of Invenergy, who were there in opposition to the board granting me the permit. I was even forced to hire legal council to advocate for me. As we later determined, two board members had contracts with Invenergy at that time and two others had contracts with other industrial wind companies.

John Knight, the county State's Attorney, who attended all the meetings, advising the zoning board, was during that time period negotiating contracts between Invenergy and county landowners, one who owned the land adjacent to my proposed landing strip. This is one of the two landowners that currently have approximately 25% of the towers in the project, landowners whose contracts were negotiated by John Knight.

The attorneys for Invenergy that attended the meetings should have known that two of the board members had contracts with Invenergy. That should have been considered a conflict of interest. Invenergy's standard landowner contract even addresses the issue of conflicts of interest with public board members, it was completely ignored.

My permit was issued only after being forced into signing a Letter of Assurance. We found out later and have testimony of the board member, that the suggestion for the Letter of Assurance came from Invenergy. There were also communications between State's Attorney



John Knight and Invenergy attorneys, concerning the status of the Letter of Assurance, during the process.

In January of 2018, the public hearing, for the county permit for the wind project, was held in Clear Lake before the DC zoning board. At the start of the meeting, all the board members stated publicly that they had no conflicts of interest in the process! We later confirmed two board members had contracts with Invenergy, and two others members had contracts with other wind companies. John Knight was attending as advisor to the board, but didn't address the conflicts of interest issue. The DC zoning officer was there, she has a contract with Invenergy. The representative of Invenergy and attorney for Invenergy did not respond to the conflict of interest issue either. As such, they should all be considered complicit in misleading the public.

The permit was approved unanimously by the board at that first and only public meeting even though many landowners spoke out and submitted many documents in opposition to the project. That is what led to the lawsuit against the board for conflicts of interest, and the ruling by the circuit court that the permit is denied.

Invenergy's participation in these proceedings, as they did, is at best questionable, and at worst collusion to obtain a predetermined result.

Invenergy's involvement with the Deuel County officials during this process and their knowledge of the conflicts of interest should require the denial of the permit at this time. Their actions should not be overlooked.

There is currently a 2nd lawsuit filed against the zoning board in regards to another wind energy permit that the board approved.

I support the motion by Ms. Kilby that the permit application from Deuel Harvest North be denied. For these reasons, I ask the this permit be denied by the PUC at this time until the permit is complete and until all issues at the county level be resolved and all landowners' due process rights be upheld.