

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

**IN THE MATTER OF THE APPLICATION BY DEUEL HARVEST WIND ENERGY  
SOUTH LLC FOR ENERGY FACILITY PERMITS OF A WIND ENERGY FACILITY  
AND A 345 KV TRANSMISSION FACILITY IN DEUEL COUNTY, SOUTH DAKOTA  
FOR THE SOUTH DEUEL WIND PROJECT**

**SD PUC DOCKET EL24-023**

**PRE-FILED REBUTTAL TESTIMONY OF MONICA MONTERROSA  
ON BEHALF OF DEUEL HARVEST WIND ENERGY SOUTH LLC**

December 5, 2024

1 **I. INTRODUCTION**

2 **Q. Please state your name.**

3 A. My name is Monica Monterrosa.

4  
5 **Q. Have you previously provided testimony in this docket?**

6 A. Yes. I submitted Direct Testimony in this docket on behalf of Deuel Harvest Wind  
7 Energy South LLC (“South Deuel Wind”) in support of its Facility Permit Application  
8 (“Application”) to the South Dakota Public Utilities Commission (“Commission”) on  
9 June 28, 2024.

10

11 **II. PURPOSE OF TESTIMONY**

12 **Q. What is the purpose of your Rebuttal Testimony?**

13 A. The purpose of my Rebuttal Testimony is to describe South Deuel Wind’s outreach  
14 and coordination efforts with intervenors in this proceeding and other landowners  
15 since the filing of the Application, provide an update on the Road Use Agreement  
16 between South Deuel Wind and Deuel County for the South Deuel Wind Project  
17 (“Project”). I also respond to the direct testimony of Commission Staff (“Staff”)  
18 witness Mr. Jon Thurber and Intervenor Ms. Arla Hamann Poindexter.

19

20 I note that Mr. Chris Harrington of Capitol Airspace Group responds to the  
21 concerns presented by the Lake Cochrane Improvement Association (“LCIA”) and  
22 Mr. Matt Holden. Mr. Michael Hankard addresses Mr. David Hessler’s testimony  
23 regarding sound. Ms. Michelle Phillips responds to Ms. Arla Hamann Poindexter’s  
24 testimony regarding potential environmental impacts. Ms. Alexandra Thompson  
25 responds to Mr. Thurber’s testimony regarding turbine model flexibility and a  
26 proposed condition regarding determinations made by the Federal Aviation  
27 Administration.

28

29 **III. OUTREACH AND ROAD USE AGREEMENT UPDATE**

30 **Q. Has South Deuel Wind engaged in additional outreach with Mr. Bekaert, Ms.**  
31 **Hamann Poindexter, and the LCIA since the public input meeting?**

32 A. Yes.

33

34 **Q. Please describe the substance of your discussions with Mr. Bekaert.**

35 A. After the public input meeting, South Deuel Wind further investigated the  
36 construction activities that would occur near Mr. Bekaert's home. The road that  
37 leads to his residence is anticipated to be used for the delivery of turbine  
38 components and construction equipment, and personnel access for one turbine,  
39 turbine location 75. South Deuel Wind received specifications from the Deuel  
40 County engineer for the culvert near Mr. Bekaert's property and determined that  
41 the culvert would be left in place because it is capable of supporting the projected  
42 loads for construction equipment and delivery.

43

44 South Deuel Wind provided an overview of the construction process to Mr. Bekaert  
45 and informed him that due to large vehicles and equipment, the roadway may be  
46 blocked for five to 20 minutes at a time. South Deuel Wind committed to provide  
47 Mr. Bekaert a construction timeline at least one week prior to the commencement  
48 of work on turbine location 75. South Deuel Wind expects that during construction,  
49 Mr. Bekaert will have full access to his property, with inaccessibility limited to at  
50 most 20 minutes that would occur during large load vehicle and equipment road  
51 use, barring any delays from unforeseen circumstances like weather or equipment  
52 breakdown. South Deuel Wind also provided Mr. Bekaert with an explanation of  
53 anticipated shadow flicker for his residence and an overview of Project tax  
54 allocation per township.

55

56 **Q. What communications has South Deuel Wind had with Ms. Hamann**  
57 **Poindexter?**

58 A. South Deuel Wind reached out to Ms. Hamann Poindexter to discuss her concerns,  
59 but she declined to meet.

60

61 **Q. What additional outreach has South Deuel Wind undertaken with landowners**  
62 **in the Project area?**

63 A. South Deuel Wind has continued to contact landowners in the Project Area. As a  
64 result of those communications, four additional landowners have become  
65 participants in the Project. These landowners are identified as receptors R-305, R-  
66 306, R-212 and R-322 in the noise and flicker studies for the Project.<sup>1</sup>

67

68 **Q. What is the current status of a road use agreement between Deuel County**  
69 **and South Deuel Wind?**

70 A. South Deuel Wind has been in continuing contact with Deuel County to negotiate  
71 the terms of the Road Use Agreement. South Deuel Wind and Deuel County met  
72 most recently on December 4, 2024 and are seeking to execute the Road Use  
73 Agreement in early 2025.

74

75 **IV. RESPONSE TO STAFF TESTIMONY**

76

77 **Q. Did you review the Direct Testimony of Commission Staff witness Mr. Jon**  
78 **Thurber?**

79 A. Yes. South Deuel Wind appreciates Mr. Thurber's and Staff's thorough review of  
80 the Application, appendices, and the responses to data requests submitted in this  
81 proceeding.

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<sup>1</sup> The R-322 agreement is pending receipt through the U.S. Postal Service.

82

83 **Q. Do you have a response to Mr. Thurber's Direct Testimony?**

84 A. Yes. Mr. Thurber addresses several aspects of the Project and makes  
85 recommendations in his Direct Testimony that I will address relating to  
86 decommissioning, costs and financial assurance, aerial spraying, and construction  
87 and milestone reporting obligations.

88

89 **Q. On pages 5-6, Mr. Thurber describes that the number of alternate turbine  
90 locations "may be excessive." Do you agree with this characterization?**

91 A. No. South Deuel Wind developed a Project Layout with 73 proposed turbine  
92 locations of which up to 68 will be constructed, enabling the Project to avoid or  
93 minimize potential impacts to natural resources and to work around potential  
94 issues that may arise during construction, while allowing for the flexibility to site  
95 turbines where they will be the most efficient.

96

97 **Q. On pages 7-8, Mr. Thurber states it is unclear if the Project will comply with  
98 Deuel County's shadow flicker regulation. What is your response?**

99 A. No receptor will experience more than 30 hours of shadow flicker per year from  
100 the Project. Because the Shadow Flicker Analysis presumed all turbine locations  
101 were operational, there were some instances where modeling showed more than  
102 30 hours of shadow flicker per year. Once the final turbine locations and model(s)  
103 are selected, South Deuel Wind will perform an updated shadow flicker analysis  
104 and demonstrate that no residence will experience more than 30 hours of shadow  
105 flicker per year from the Project.

106

107 **Q. On page 9, Mr. Thurber recommends that South Deuel Wind remove turbine  
108 foundations to a depth of four feet below grade upon decommissioning.  
109 What is your response?**

110 A. South Deuel Wind is agreeable to removing turbine foundations to a depth of four  
111 feet upon decommissioning.

112

113 **Q. On page 9, Mr. Thurber suggests that the decommissioning amount should**  
114 **presume 68 turbines may be constructed. Do you agree?**

115 A. South Deuel Wind agrees that the Commission could use cost for  
116 decommissioning the GE 3.8-154 since it includes the most turbines, 68. South  
117 Deuel Wind submitted an updated Decommissioning Plan to Staff in response to  
118 discovery on November 18, 2024. At that time, South Deuel Wind also provided  
119 an updated Appendix X Decommissioning Plan for the V164-4.5 turbines to include  
120 removal of 40 junction boxes.

121

122 **Q. On page 10, Mr. Thurber reviews South Deuel Wind's decommissioning cost**  
123 **estimates and concluded that they "appear low"? Do you agree with this**  
124 **characterization?**

125 A. While these costs differ from other projects, South Deuel Wind does not concur  
126 that they are "low." South Deuel Wind retained an experienced consultant to  
127 prepare the decommissioning plans, which determined they are reasonable  
128 estimates of the potential cost for decommissioning and that these costs are  
129 influenced by recent higher salvage values. South Deuel Wind does agree with Mr.  
130 Thurber's recommendation on page 10 of his testimony that the Commission  
131 review the Project in 10 years and then every five years thereafter to ensure that  
132 sufficient security is provided to cover the cost of decommissioning.

133

134 **Q. On pages 10-11, Mr. Thurber discusses South Deuel Wind's surety bond**  
135 **proposal. Does South Deuel Wind still agree a surety bond is appropriate**  
136 **financial assurance for decommissioning costs?**

137 A. Yes. South Deuel Wind maintains that a surety bond is appropriate. South Deuel  
138 Wind would propose as an amount, \$50,000 per turbine for the initial 10-year

139 period. This would be comparable to \$5,000 per turbine per year escrow  
140 requirement the Commission has imposed on prior dockets.<sup>2</sup>

141

142 **Q. On pages 13-15, Mr. Thurber discusses aerial spraying and describes South**  
143 **Deuel Wind's suggestion that an aerial applicator needs to provide three**  
144 **separate notices prior to application may be excessive and burdensome.**  
145 **What is your response?**

146 A. Aerial spraying is extremely weather dependent and can change at the last moment  
147 which does impact predictive and reactive site work as well as production. In  
148 framing the proposed condition, we looked primarily at the safety of our staff,  
149 keeping them away from contact with potentially harmful chemicals and out of  
150 turbines in the proximity of the spraying. Having the three-day notice allows us to  
151 shift work, to minimize human exposure and minimize impacts to production.

152

153 We included a 12-hour notice because we have seen in the past spraying  
154 companies cancel or shift work to other areas with no notice leaving the wrong  
155 turbines shut down and our staff in harm's way. The one- to two- hour notice allows  
156 us to minimize production loss and ensure the correct turbines are shut down  
157 protecting the sprayer and our staff.

158

159 These notices can be made by email or phone, which we do not believe is unduly  
160 burdensome.

161

162 **Q. On page 15, Mr. Thurber discusses construction progress reports and**  
163 **recommends that South Deuel Wind provide a periodic progress report on**  
164 **the status of Project construction, with monthly reports during construction,**  
165 **and quarterly reports prior to construction and after the date of commercial**

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<sup>2</sup> See, e.g., *In the Matter of the Application by North Bend Wind Project, LLC for a Permit to Construct and Operate the North Bend Wind Project in Hyde County and Hughes County, South Dakota* (EL21-018); *In the Matter of the Application by Sweetland Wind Farm, LLC for Facility Permits for a Wind Energy Facility and a 230-kV Transmission Facility in Hand County, South Dakota for the Sweetland Wind Farm Project* (EL 19-012).

166 **operations until reclamation is complete. Do you agree with this**  
167 **recommendation?**

168 A. South Deuel Wind is agreeable to providing period reports.

169

170 **Q. Have you reviewed Exhibit JT-5 accompanying Mr. Thurber's Direct**  
171 **Testimony, referenced on page 15 of Mr. Thurber's testimony?**

172 A. Yes.

173

174 **Q. Does South Deuel Wind agree the report template in Exhibit JT-5 is**  
175 **reasonable and will be used to provide construction progress updates?**

176 A. South Deuel Wind appreciates the need for the Commission and Staff to be  
177 apprised of Project construction progress. South Deuel Wind proposes a condition  
178 that requires construction progress updates, but does not require a specific format.  
179 The progress reports would contain a) a summary of the work completed to date;  
180 b) a summary of the activities to be completed for the project and an associated  
181 timeline; c) a summary of consumer contacts, indicating the issue raised in the  
182 contact and the action the Applicant took to address the issue; and d) a permit  
183 condition checklist including the status of all required filings to the Commission and  
184 any other permitting agency. This is consistent with the construction reporting  
185 obligations of the applicant in a recent wind docket.<sup>3</sup> South Deuel Wind requests  
186 that it provides this information in a format of its choice.

187

188 **Q. On page 16, Mr. Thurber also recommends other milestones that South**  
189 **Deuel Wind should report to the Commission, including that South Deuel**  
190 **Wind file notifications with the Commission to report the date construction**  
191 **will commence as soon as it is known, but no later than five business days**  
192 **prior to commencement; report the date construction was completed within**

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<sup>3</sup> See *In the Matter of the Application by North Bend Wind Project, LLC for a Permit to Construct and Operate the North Bend Wind Project in Hyde County and Hughes County, South Dakota*, Docket No. EL21-018.



193 **five business days of completion; report the date of commercial operation**  
194 **within five business days of operation; report the date reclamation was**  
195 **completed within five business days of completion. Do you agree with these**  
196 **reporting conditions?**

197 A. South Deuel Wind agrees with these reporting milestones.  
198

199 **V. RESPONSE TO INTERVENORS**  
200

201 **Q. Have you reviewed the Direct Testimony and responses to data requests**  
202 **submitted by Ms. Hamann Poindexter?**

203 A. Yes.  
204

205 **Q. Do you have a response to the tax and economic benefits issues Ms. Hamann**  
206 **Poindexter raised?**

207 A. Yes. Ms. Hamann Poindexter's criticisms of the economic benefits through tax  
208 payments from the Project are unfounded. First, I note that the tax figures  
209 discussed in my testimony are estimates and may change based on final Project  
210 specifications and other factors, including the final nameplate capacity, actual  
211 electrical production, number of turbines constructed, and final Project turbine  
212 locations. The Project is anticipated to pay a total of approximately \$13.17 million  
213 to school districts over the life of the Project. Under SDCL Sections 13-13-10.1(15)  
214 & 13-16-26, the school districts in which the Project is located will see a total  
215 increase in revenue of approximately \$3 million in the first nine years of Project  
216 operations and the remainder will be considered "local effort" for purposes of the  
217 state funding formula (meaning these amounts offset/reduce the amounts the  
218 school district receives in aid from the state). Taxes for Deuel County are  
219 anticipated to be approximately \$9.2 million over the life of the Project. The total  
220 amount of taxes allocated to townships over the life of the Project is approximately  
221 \$3.95 million and will vary depending on the final Project Layout. Finally, the taxes  
222 for the state of South Dakota are anticipated to be approximately \$11.9 million over

223 the life of the Project. This data demonstrates that the Project will have a positive  
224 economic impact at the local level and the state level through the payment of taxes.

225

226 **Q. Does the amount of property taxes paid by other individuals or companies**  
227 **impact the property taxes that the Project will pay?**

228 A. No. The amount of taxes paid by others does not affect the amount of taxes the  
229 Project pays.

230

231 **Q. Ms. Hamann Poindexter claims that the Project will negatively impact soil**  
232 **health. What is your response to this concern?**

233 A. Over the years of development of the Project, South Deuel Wind has conducted  
234 extensive environmental surveys to inform the siting of the Project. The surveys  
235 included analysis of the soil in and around the Project Area. Soil resources are  
236 discussed in Section 7.2 of the Application. South Deuel Wind used this  
237 information in designing the Project Layout to minimize construction cut and fill  
238 requirements, and limit construction in areas with steep slopes, while maintaining  
239 optimal turbine locations. This will help to minimize soil impacts, while allowing soil  
240 in the Project Area to continue to be used for agricultural purposes.

241

242

243 **Q. Ms. Hamann Poindexter suggests that the Project may reduce water quality**  
244 **in the area. What is your response to this concern?**

245 A. Excavation and exposure of soils during construction can cause an increase in  
246 stormwater runoff and sedimentation in receiving waters during storm events.  
247 Construction of the Project will require coverage under the South Dakota  
248 Department of Environment and Natural Resources General Permit for Storm  
249 Water Discharges Associated with Construction Activities. To maintain compliance  
250 with provisions of this General Permit, South Deuel Wind will prepare a Storm  
251 Water Pollution Prevention Plan to identify potential sources of stormwater  
252 pollution from the Project site and specify Best Management Practices (“BMPs”)  
253 to control erosion and sedimentation and minimize negative impacts caused by

254 stormwater discharges from the Project. The BMPs may include silt fence, wattles,  
255 erosion control blankets, temporary stormwater sedimentation ponds,  
256 revegetation, and/or other features and methods designed to control stormwater  
257 runoff and mitigate erosion and sedimentation. Impacts to water quality are not  
258 expected to be significant for the construction, operation, and decommissioning of  
259 the Project.

260

261 **Q. In discovery response 1-4, contained in Exhibit JT-3, Ms. Hamann Poindexter**  
262 **suggests the Project may impact “calciferous” fens, freshwater springs, and**  
263 **unbroken sod located on land owned by Ms. Hamann Poindexter’s family**  
264 **farm. What is your response?**

265 A. I respectfully disagree with Ms. Hamann Poindexter that the Project will impact her  
266 land. No Project Facilities are proposed to be located on any property owned by  
267 Ms. Hamann Poindexter or her family. Should Ms. Hamann Poindexter provide  
268 more information about how she believes off-site facilities may impact her property,  
269 I can provide an additional response.

270

271 **VI. CONCLUSION**

272 **Q. Does this conclude your testimony?**

273 A. Yes.

274

275

276 Dated this 5<sup>th</sup> day of December, 2024

277

278



279 Monica Monterrosa