



AN ALLETE COMPANY

Environmental Services

Daniel P. McCourtney  
Siting and Permitting  
218-355-3515  
dmccourtney@allete.com



December 8, 2015

North Dakota Public Service Commission  
Attn: Mr. Jerry Lein  
Public Utilities Division  
600 E. Boulevard Ave., Dept. 408  
Bismarck, ND 58505-0480

**RE: Minnesota Power's Bison 4 Wind Project  
Landowner Complaint Received December 1, 2015**  
*Bison 4 Wind Project/Oliver/Morton Counties  
Siting Application  
Case No. PU-13-127*

Dear Mr. Lein:

On December 1, 2015 the North Dakota Public Service Commission (PSC) sent a landowner complaint to Minnesota Power (MP) in regards to its Bison 4 Wind Farm located north of New Salem, North Dakota. The complaint was given to the PSC by Mr. Keith Kessler and Mrs. Deanna Kessler, two participating landowners in Minnesota Power's Bison 4 Project (Project).

MP's Wind Project Option Agreement (Option) notifies landowners that a portion of the land they are optioning could be used for a future wind project. Once it's determined that a parcel of land is suitable, landowners are approached to sign a Wind Project Easement Agreement (Easement). The Easement contains details and obligations that both MP and the landowner(s) are subject to. Legal descriptions, along with exhibits detailing the locations of project infrastructure (access roads, underground collector cables, wind turbine sites, etc.) are included in the easements that are signed by the landowner.

In Mr. and Mrs. Kessler this complaint, several items were identified in regards to the Project. Below is Minnesota Power's response to each item included in the complaint.

**Landowner Item**

- On May 23<sup>rd</sup> 2014, Bauchaus Fencing removed a fence on Sec. 15 without notification which is stated in our easement, letting our cattle out to roam. We had graduation reception at our home. 4 more times over the summer of 2014 they let our cattle out.

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Response to landowner complaint

**MP Response**

- ✓ MP worked with landowners to create temporary fencing plans or alternative pasturing to mitigate impacts to landowners' grazing practices. On one occasion, MP's contractor was removing fence and was unaware the landowner had changed. The contractor inadvertently removed a portion of Mr. Kessler's fence.

Mr. Kessler was contacted, the cows were returned to a different pasture and a temporary fence was installed to contain the cattle. The pasture was in use a few weeks later. The fence was permanently replaced on approximately 11/5/2015

The only other incident that MP is aware of was in section 21, where Mr. Kessler's cows broke through a temporary fence after the calves had just been weaned. In this incident, the fence was in place and the cow(s) broke through after their calves were removed. The fence was repaired after MP was notified.

**Landowner Item**

- On Nov. 21<sup>st</sup> 2014 I called Scott Monroe and told him we were going out of town the week of the 24<sup>th</sup>. And I did not want anyone in our land that week because, we had to check cattle every day to make sure they don't let them out or let gates open again. When we came home on the 27<sup>th</sup> and checked cows and they removed a 1/2 mile of fence and rebuilt where our cow were in.

**MP Response**

- ✓ No work was done on Mr. Kessler's Property the week of November 24, 2015 as per Mr. Kessler's Request. MP's fencing contractor was working on a fence at MP's Tri-County Substation the week of November 24, 2015.

**Landowner Item**

- Fencing, they never asked us where we wanted the fence to go. It was put where ever their contractor wanted it. We agreed it would all be red brand wire and it is not. The wire is spliced all over unacceptable some wire has clips hanging off it. This tells me it was used. We wanted the north fence on SW section 21 surveyed and the fence on our property. I told Scott that in 2014 already, some fence posts are on the wrong side of the wire. Temp fence was pulled and holes were never filled. They will be liable if animals are injured.

**MP Response**

- ✓ Fence installations were placed as close to their original location as possible. The north line of the SW 1/4 of Section 21 was surveyed for the property line which was located on the shoulder of MP's access road. MP placed the fence on the shoulder at the discretion of Mr. Kessler.

**Landowner Item**

- Grass seeding of electrical line, was to be seeded as existing grass or alfalfa, not broom grass, some native grass wasn't seeded till end of July 2015 not acceptable to late.

**MP Response**

- ✓ When Mr. Kessler requested a different mix for use on his property, MP made arrangements to have this done.

**Landowner Item**

- Rock in the ditches and dirt were to be removed last year still there, hit rock 9/27/2015 with rotary mower broke mower to be paid by Minn Power. Rocks around culverts in ditches need removed. Rocks are not picked around tower or grass seeding.

**MP Response**

- ✓ MP was notified about one large rock in a road ditch. This rock was moved out of the way. MP also removed rocks from collector line and crane pads areas.

Rocks placed around ditch culverts are used as rip-rap for erosion control and are not removed.

**Landowner Item**

- Crane Walk Easement: Minn Power wanted to move a crane on ½ section of 16 we said no, they said they would force us to sign because they lease our land and can get it court ordered. They offered \$2500 per quarter and ½ mile of new fence for a 50 ft. easement, we signed it. They said they would stay on the hills because it was wet, they went through the lowest land route, leaving ruts, I asked for a compaction test in spring of 2015. This had not happened. There is still wood left from pads, they should have padded more than there would not be ruts. Also they used well over the 50 foot easement. Ruts need filled in and rocks were dug up still not removed

**MP Response**

- ✓ MP requested a Land Use License and negotiated with Mr. Kessler a payment of \$2,500 per quarter section.

MP stayed within the 50' easement except for one location. An additional area of 75' x 200' was needed where fork lifts moved additional mats down in front of the crane as it was walking. Mr. Kessler was compensated for the resulting crop damage.

**Landowner Item**

- At the public hearing in Center before construction I brought forward concerns of fences, roads, grass seeding, weeds and 2 towers that over hangs our land. They have fenced us out of our property and gave it to the neighbors. Also my wife and I met with Scott and Wade and asked about these 2 towers creating a problem with fences or anything else and we were told it would not affect us at all. That was before we signed the easement now they tell us this is the way it is. They should have put the tower one way or the other to a void this.

**MP Response**

- ✓ MP has reimbursed Mr. Kessler for the impacted land in easement payments. The fence is located along the edge of MP's crane pads which are required for maintenance. The pads were shown on the Easement Agreement exhibits when they were signed.

MP has gone out of its way to address Mr. Kessler's issues by including extra fencing, modifying fencing locations, and re-seeding areas. MP feels that it has fully met and exceeded its obligations.

If any additional information is required by the PSC please let me know.

Respectfully submitted,



Daniel P. McCourtney  
Environmental Compliance Specialist

DPM:sr  
Cc: David Moeller  
Todd Simmons