

DOCKET EL18-053  
Deuel Harvest Wind EngeryLLC

Will Stone

[REDACTED]  
Gary, SD 57237  
[REDACTED]

I'm Will Stone. Our family owns land in [REDACTED],

Deuel county. We are in our third generation of managing this land from a conservation standpoint since 1959. A fourth generation is waiting in the wings. My father hosted hunters during the 60's, 70's and 80'.

We started South Dakota Pheasant Hunts in 1985. We were one of only 4 preserves in the state. We have been in operation for 35 years and have hosted 1000's of hunter since then.

We believe that turbines 103, 109, 111 will have a negative impact on our business

They are directly putting a no safety zone on our property. Vesta and Nodex turbine makers both state that no one should be within 1312 feet from a turbine running normally and that no one should be within 1640 feet of a runaway turbine.

An engineer has stated that given that these standards apply to employees it is indefensible, from a safety perspective alone that a wind ordinance designed to protect the public health, safety and welfare should be less than 1640 feet from the property line. This is for the smaller turbines around 250 feet tall. After one of the last public hearings, a wind developer came up to me and said my information was outdated. I agreed with him that it probably was as the turbines we are talking about are nearly

600 feet tall and the safety zone is probably more 3 to 4 thousand feet. Moreover our zoning law as adopted states that no turbine should be located within 2000 feet of a business. Every acre of our land is our business. Our commercial liability insurance is for every acre. Our license from Game Fish and Parks sets a fee plus \$.40 and acre and has to be mapped out for them to approve. Webster's Collegiate Dictionary defines a business as "commercial or mercantile activity, dealings or transactions esp. of an economic nature. The board suddenly called a special meeting and defined business as a building. I have yet to do a pheasant hunt in a building.

There is also concern of turbines 51, 52, 64, 72, A73, A74 < A75, 82, 84, 98, 103, 122, 123; imposing a no safety zone on public right of ways. A year ago in February I was coming back from an errand and decided to drive through the Ivanhoe complex.

It was foggy with a pretty stiff wind blowing. These are the 600 footers. They were not running. I drove up to one and observed that the blades were covered in ice. I then looked at the ground and saw thousands of ice chunks as big as my fist as far as I could see.

The next week I read an article that an ice chunk had damaged the side of a semi truck

The driver was uninjured and the Highway Patrol treated it as a damage event and no citation was issued. The turbines are located along Hwy 13 in Freeborn County. We should not be allowing turbines along public right of ways.

On Aug 1, 2014, 60 residents filed multiple lawsuits against Invenergy. A second lawsuit was filed. In spite of being

informed of the nuisance condition created by the defendant, the defendant has refused

to either abate the nuisance or otherwise engage in mitigating measures, intentionally continuing the nuisance that they have created, causing a significant diminishment of the Plaintiffs' use and enjoyment of their property, quality of life, health, value of property and economic well being.


Point 42 states that Defendant has caused and continues to cause a trespass upon Plaintiff's property and has interfered and continues to interfere with Plaintiff's exclusive possessory interest in their property. We will not let Invenergy put this trespass on us with turbines 103, 109, and 111. The public should not stand for putting our road right of ways in danger.

I talked with Richard J. Lippes at 11am on 1-24, 2019. He stated they may go to trial this fall. In the mean time the turbines are running. The time to stop misplacement of turbines is before they are built. When asked if I could use this information, he said "of course, it is public knowledge anyway".

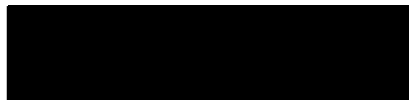
We will not stand by and let them run over us. We are landowners. We did not sign a "good neighbor" agreement that would let them run rough shot over our property.

The public should not let them put no safety zone on public roadways.

Respectively submitted,

  
Will Stone

Waubra Foundation



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*How Creek wind farm - moved from home near Lones  
 longer - "It's hard to explain unless you experience it any  
 There is the noise that wakes you but there's also  
 an infrasound you can't hear but your  
 body feels -"*

# Multiple Lawsuits Filed Against Invenergy for Adverse Impacts From Orangeville Wind Development, USA

*Credit:* By Natalie Muster | Neighbor-To-Neighbor Newspapers | August 29, 2014 | [www.mywynynews.com](http://www.mywynynews.com)

**Nearly 60 Wyoming County residents have filed multiple lawsuits against the Invenergy wind energy company for lost quality of life and property value in relation to the Orangeville Wind Farm.**



Papers were filed in early-August with the State Supreme Court in Wyoming County. Attorney Richard Lippes, of Lippes & Lippes in Buffalo, is representing the residents, who primarily come from Orangeville. Two individual lawsuits have been filed against Invenergy, with a third being a mass tort.

"They're all individual homeowners that have wind turbines near their property and have been adversely impacted by the turbines," Lippes said of his clients.

The Orangeville Wind Farm has 58 turbines and began commercial operations earlier this year.

In their lawsuit, Lippes' clients are looking to be compensated for what Lippes says is an adverse impact on their quality of life and lost property value.

“The turbines are close enough so that they can constantly hear very loud noises,” Lippes said. “Very loud like a jet engine. Some also say it’s like a huge diesel truck continually going by their front door.”

Lippes said some of his clients also say there is a low-frequency sound, which they don’t hear but can feel. Light-flicker occurs as well, he said, which results from rotating turbine blades, wherein it goes through residents’ windows and affects their ability to receive television.

“There’s a whole range of problems that develop,” Lippes said.

He said his clients are also seeking to abate the problem so that the adverse effects do not continue into the future. How those effects will be abated, he said, is up to an engineer to determine.

Since the papers were filed with the State Supreme Court, Lippes said he has not heard from Invenergy.

When contacted for an interview or statement by Warsaw’s Country Courier, Invenergy declined to comment on the matter.

Two previous lawsuits had also been filed over the wind farm in 2010 and 2012 by the Clear Skies Over Orangeville group. The suits had been filed against the Town of Orangeville, and dealt with the environmental review and whether the wind farm should have been built. Both were thrown out of court.

The new lawsuit does not have a relation to the former suits.

Lippes said he would like to note that he doesn’t have any agenda against clean energy.

“I would like to point out that my clients, or myself, are not anti-wind or any form of renewable energy resource,” he said. “It’s quite the contrary, we’re very much in favor, or at least I am. But it’s very important that the site be carefully determined, so there is not adverse affects on homeowners.

“In this case it’s too close.”

**Source:** By Natalie Muster | Neighbor-To-Neighbor Newspapers | August 29, 2014 | [www.mywynynews.com](http://www.mywynynews.com)

Posted on: 29 August 2014. Category: [General News](#), [Legal Developments](#). Tags: [Adverse Impacts](#), [Invenergy](#), [Orangeville Wind Farm](#), [Richard Lippes](#).

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29. That at all times herein after mentioned, the Plaintiffs John Wilson and Sharon Ricotta reside at 4011 Quakertown Road, Town of Warsaw, County of Wyoming, and State of New York.

30. That at all times herein after mentioned, the Plaintiffs Peter and Janett Winstel reside at 4216 Buffalo Road, Town of Warsaw, County of Wyoming, and State of New York.

31. Upon information and belief, Defendant Invenergy LLC ("Invenergy"), was and is a domestic corporation, authorized to do business in the State of New York.

32. Upon information and belief, the Defendant Invenergy, has its primary office located at One South Wacker Drive, Suite 1900, City of Chicago, State of Illinois.

#### FACTS

33. Upon information and belief, Defendant Invenergy created and owns a wind energy operation, including wind turbines on property located within 800-1500 feet from the properties owned by Plaintiffs.

34. Upon the construction of and operation of the wind turbines, Defendant has destroyed Plaintiffs' rural viewshed from their property.

35. Upon the construction of and operation of the wind turbines, Defendant has caused constant noise, vibrations and flicker to enter Plaintiffs' property, significantly impacting the health and wellbeing of the Plaintiffs and causing them to become sick, sore, lame and disabled.

36. Upon the construction of and operation of the wind turbines, Defendant has caused constant noise and vibrations significantly diminishing the value of Plaintiffs' property and home.

37. Upon information and belief, Defendant's wind turbines have violated, on a regular basis, town noise ordinances that restrict the noise levels to 50 decibels.

38. Moreover, Defendant's operation of such wind turbines caused noise pollution, vibrations, and flicker to occur, creating a nuisance and interfering with Plaintiffs' exclusive possessory interest in their property, and causing Plaintiffs' quality of life to be significantly diminished.

39. In spite of being informed of the nuisance condition created by the Defendant, the Defendant has refused to either abate the nuisance or otherwise engage in any mitigating measures, intentionally continuing the nuisance that they have created, causing a significant diminishment of the Plaintiffs' use and enjoyment of their property, quality of life, health, value of Plaintiffs' property and economic wellbeing.

**AS AND FOR A FIRST CAUSE OF ACTION:**  
**TRESPASS**

40. Plaintiffs repeat and reallege each and every allegation set forth in paragraph "1" through "39" inclusive of this Complaint with the same force and effect as set forth in total herein.

41. Defendant has intentionally caused noise pollution, vibrations, and flicker to enter Plaintiffs' property, causing Plaintiffs to become sore, sick, lame and disabled, diminishing Plaintiffs' property value, and interfering with Plaintiffs' exclusive possessory interests in their property.

42. By reason of the foregoing, Defendant has caused and continues to cause a trespass upon Plaintiffs' property and has interfered and continues to interfere with Plaintiffs' exclusive possessory interests in their property.

43. By reason of the foregoing, Defendant has caused damage to Plaintiffs' real property as well as causing a loss in value of Plaintiffs' property and has adversely affected Plaintiffs' health, wellbeing, and quality of life.

44. Wherefore, Plaintiffs seek damages as indicated in the Ad Damnum Clause of this Complaint.

**AS AND FOR A SECOND CAUSE OF ACTION:**  
**NUISANCE**

45. Plaintiffs repeat and reallege each and every allegation set forth in paragraph "1" through "44" inclusive of this Complaint with the same force and effect as set forth in total herein.

46. By reason of the actions and omissions of the Defendant alleged herein, Defendant has created a nuisance that has substantially interfered with the use, enjoyment and value which Plaintiffs are entitled to in their property and has diminished Plaintiffs' health, wellbeing, and quality of life.

47. Defendant's interference with the property of Plaintiffs continues to this day.

48. Defendant's interference with the property of the Plaintiffs was and is unreasonable in character.

49. Wherefore, Plaintiffs seek damages as indicated in the Ad Damnum Clause of this Complaint.

**AS AND FOR A THIRD CAUSE OF ACTION:**  
**NEGLIGENCE**

50. Plaintiffs repeat and reallege each and every allegation set forth in paragraph "1" through "49" inclusive of this Complaint with the same force and effect as set forth in total herein.



51. At all times herein mentioned, Defendant knew or in the exercise of reasonable care should have known that its actions and activities were done in such a manner to cause damage to the Plaintiffs' health, quality of life, and property.

52. At all times herein mentioned, Defendant knew or in the exercise of reasonable care should have known, the actions and activities carried out on its property or during its business operation would cause excessive noise, vibration, and flicker effect to surrounding homes and properties.

53. Defendant has a duty to conduct its activities in a manner as to not cause material and substantial annoyance and harm to its neighboring properties and their persons and in their enjoyment of their properties.

54. Defendants, by its methods and use of operations of its business, did materially breach that duty, which continues to this day.

55. The aforesaid occurrence was not caused or due to the carelessness or negligence on the part of the Plaintiffs.

56. Defendant owed Plaintiffs a duty of reasonable care in the manner in which it operated its wind energy activities, fell below such standard of reasonable care, and as a result of the foregoing Plaintiffs sustained damage to their health, property, and their quality of life has been diminished.

57. Moreover, as a result of the foregoing, Plaintiffs have sustained a diminution in their real property value.

58. Wherefore, Plaintiffs seek damages as indicated in the Ad Damnum Clause of this Complaint.

**AS AND FOR A FOURTH CAUSE OF ACTION:**  
**RES IPSA LOQUITUR**

59. Plaintiffs repeat and reallege each and every allegation set forth in paragraph "1" through "58" inclusive of this Complaint with the same force and effect as set forth in total herein.

60. At all times herein mentioned, Defendant knew that its actions and activities in installing and operating wind turbines adjacent to the properties of Plaintiffs would cause damage to Plaintiffs and their properties.

61. The wind turbines were and are under the exclusive care and control of the Defendant.

62. The aforesaid occurrence did in fact result in Plaintiffs' diminished value in property, and adversely affected Plaintiffs' health, wellbeing, and quality of life.

63. As a direct and proximate result of Defendant's negligent, careless and reckless actions, Plaintiffs sustained damage to their real property, economic wellbeing, and their quality of life has been diminished.

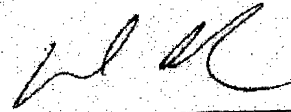
64. Wherefore, Plaintiffs seek damages as indicated in the Ad Damnum Clause of this Complaint.

**AD DAMNUM CLAUSE**

**WHEREFORE**, Plaintiffs demand judgment against the Defendant as follows:

1. The sum of \$20,000,000.00 to compensate the Plaintiffs for their personal injuries, lost quality of life and loss in property value;
2. The sum of \$20,000,000.00 as punitive damages;
3. The costs of this action;
4. Any such further and other relief that the Court may deem just and proper.

Dated: Buffalo, New York  
August 1, 2014



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**RICHARD J. LIPPES, ESQ.**  
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(716) 884-4800  
Attorneys for Plaintiffs

LAW SUIT SET TO GO TO TRIAL  
THIS SUMMER ACCORDING TO  
RICHARD LIPPER 124-19