

Frank, Robert M.

From: Kathie Rocheleau <kathierocheleau1@gmail.com>
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To: Frank, Robert M.
Subject: Rugby Wind Farm Meeting
Attachments: PSC Questions.pdf

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Good Morning,

According to the Pierce County Tribune, there will be a meeting Case PU-23-313 to discuss questions concerning updates to the Rugby Wind Farm. I would like to request a hearing. Please forward my information to the members of the PSC.

We spoke about the project on the phone and I sent you my data/questions/pictures. I am still wondering what the state has as maximum sound requirements in decibels since the Pierce County Commissioners upped it to 50.

Also, I have attached my list of questions to be answered by the PSC. I would also like a schedule/location of the meeting since I didn't find it on the website.

Thank you,
Kathie Rocheleau
701-771-8879

PSC,

I have asked Rugby Wind Farm contract employees, Brandon Peaslee and Adam Ellis, these specific questions several times and they have bypassed answering them with generic responses. My ranch and home is located in Spring Lake Township 158, Range 72, in Section 24. My original contract in 2005 explicitly excluded Section 24 because of my ranch, home, and lake property.

- What are the specs for new tower height with blade tips included,
- What is the total setback in feet from each tower within a mile of my property (and with towers labeled with their identifying numbers),
- What specific towers do you designate that relate to my setback and easement agreement.

In addition, I question the 35 year (with provision for an additional 25 year extension) Wind Project Setback and Easement Agreement. This timeframe gives no consideration for new research being done throughout our country and beyond to address noise, light, vibration, and other health effects that arise from changes to these structures. These are some additional questions I have concerning the total project:

- Does North Dakota law state that the decibels for wind farms stay below the 45 range and if so, how/why can the Pierce County Commisioners agree to change the Pierce County Wind Farm to 50 decibels?
- How will the decibels be monitored? I live in a huge valley surrounded by the towers and don't believe gauging noise from a single tower or not considering noise during winter freeze conditions, water amplification, etc., accurately measures the amount of effects these changes may have. I have signed the initial contract in 2005 and at that time the company gave a 30 year expectancy for the farm. Now changes are planned in less than 14 years.

Questions concerning the update project:

- What compensation is given to landowners for construction damage to fields, lost land rental fees, and lost revenue to wind tower contract holders when towers are not running? I run AQHA horses that are artificially inseminated in one pasture and stand to lose \$7000 in pasture rent alone if I can't utilize that pasture. Adam Ellis did not address this issues either and completely bypassed it. Brandon Peaslee verbally stated that landowners would be compensated \$1000 a month if a tower was down, but I do not see that anywhere in their easement paperwork.
- Whose liability insurance will pay for any damage during the project updates and any time during its operation?
- What happens if I do not sign the easement? Avangrid, in the 2005 contract, has the right to make repairs so why the urgency for this setback/easement agreement?

As a landowner, I don't feel I should be tied to a 35-70 year amendment to the original contract without recourse. This company is offering me a \$15,000 for unseen/unknown effects. Do the math...that is crazy.

I am not against the wind farm. Our community does benefit from the revenue, as I do. I just don't want to be stuck with a long-term document. In 2005 plenty studies were completed on wildlife impacts and cultural aspects but no real studies were completed on human health risks. Do we want to forget about that component for another 70 years?

Kathie Rocheleau
701-771-8879

Let me begin by saying I am not against the Rugby Wind Farm. My late husband and I were contacted way back in 2005 by our county commissioner and he began the conversation by asking us not to fight the project. He was well aware of the eminent domain case we pursued and were granted a three-mile route change by the North Dakota Public Service Commission when Xcel Energy wanted to route their power line through Spring Lake Valley, directly west of our ranch house. That was a private battle between a power company and us. The commissioner thought the wind farm would benefit Pierce County and he did his part to persuade us not to stand in any way against progress and county revenue. **Now this commissioner, along with other members, voted to increase the decibel rating of 45 to 50 decibels. Is this congruent with North Dakota policy?**

The wind farm was and is a project that benefits our community and neighbors so we did not try stopping it from being built or preventing any other property owner from gaining towers on their land. I personally do not enjoy the towers, know that they are noisy and see how they changed my beautiful valley but I'm resigned to the fact that it did benefit many families in Spring Lake and East Barton Township. That being said, I was under the assumption that everything would stay the same with minimal changes, aside from regular maintenance, since the 2005 contract was designed for 20-30 years. **AND my original contract my husband and I signed in 2005 has no reference to noise or health impacts.** **Presently more research is being done and recent data shows that noise and other effects from wind turbines can be detrimental to one's health and well-being.**

In our 2005 lease we would not lease any of our property north of Spring Lake, our ranch home area (Pierce County Tax Parcel 00734000, Spring Lake Township, Section 24), and the land south of our ranch. We felt that by not leasing this property, it provided a buffer zone around our home, corrals, and horse foaling areas from noise and construction commotion. Now the description on the Avangrid waiver is exactly in the area we originally wanted and still want to protect. My home edges a 100 acre spring-fed lake (which I have a North Dakota irrigation permit that is in your waiver acreage) and there is also a large pond south of the horse barns. I also am in a huge valley that runs through the entire ranch. My land and the lake has much potential in the years to come and I don't want them to lose their value because of this waiver. Because of the water and narrow valley, sound amplifies throughout the ranch yard. My property is unique for many reasons: recreation, irrigation, horse breeding area, gravel, family dwelling, and recreation development; to name a few.

Brandon Peasell states that my payment for the setback waiver/easement centers around three towers. As you can see from the following pictures that is a very low estimate of the impact I will have from noise, audio, visual, view, light, vibration, air turbulence, wake, electromagnetic, television reception, or other effects of any kind whatsoever resulting directly or indirectly from any operations or activities of any wind facility equipment or effects after new equipment is installed. This company may determine "worth" by measuring distance but I have a unique property and a unique situation with the valley and lake. I also contend with the red lights reflecting/bouncing across the lake whenever they are on (flaring across the open water spring, summer, and fall or the ice in the winter). The lights reflect directly into my windows in my lake-view family room, and three bedrooms. I know that winter to spring conditions when the ground is frozen doesn't absorb sound but amplifies the noise and hazards. The wings rotating shadow flares continually and even though livestock gets use to the shadows, horses often experience fear/flight patterns. When riding horses in any new area, I have to be extremely vigilant since the horse may jump when the shadows pass over them. I also experience television interference occasionally when trying to stream local sports, even though I have high-speed internet hookups and new routers. The bottom line is that this waiver and easement setback is very one-sided towards Avangrid, not the landowner. **Their statistics seem to consider the effects of "ONE" tower but I contend that I am surrounded by many towers which compound many issues when weather conditions are right.**

I don't believe much data was collected in 2005 concerning noise, vibration, etc., when the original contract was signed. Would you sign a contract for 35 years when the end-game/risks are totally unspecified, defined, or yet to be predicted?



Picture 1 - **North View from my property.** Twelve towers visible from my backyard with seven being on the ridge of Spring Lake Valley corridor.



Picture 2 – Shows my **view to the south** and how close towers are to me.



Picture 3 - Eleven towers in **south view** from house window. Five are directly inside the valley corridor.



Picture 4 - Towers in the Spring Lake Valley corridor – **west of home**. These towers are not shown on any other pictures.



Picture 5- My driveway looking **south west** – Five towers inside the Spring Lake Valley corridor. These towers are not duplicated on any other pictures.



Picture 6 - This is the **east view** of part of the ranch. It is the only area I can enjoy without looking at the towers but the area is still impacted by noise, etc.

As you can see by the above picture, there are horses and cattle grazing. My husband and I built a herd of quality Registered Quarter Horses and have sold foals and horses from Virginia, New York, Texas, Idaho, California, to Arizona. Presently nineteen of the horses are recipient mares for embryo transplants. The summer pasture used for these special mares is in Sections 14 and 23, 158N, 72W, where there are two wind turbines. During the original construction in 2009, we secured other pastures for the mares so the construction could be done without workers dealing with gates and inquisitive horses. We were not paid for this but my husband did it willingly to help the wind project construction. This would most likely have to be done again during the construction.

*****Concerns I have about the lease (highlighted in red):**

Under **RECITALS B, page 2 Avangrid has a 2005 contract with me that allow them to make repairs to the existing towers on land I leased. I don't feel I should be tied to a 70 year amendment on additional land. I feel I should be able to seek recourse if sound and visual things change with the updates.**

- Last sentence – (add leased to sentence)
 -comprising one or more phases of the Wind Project will be installed on **leased** land adjacent to Land Owner's Property; and
- **1. Waiver and Easement, page 2**
 - First paragraph – (add leased to sentence)
 -at any location upon **leased** properties adjacent to Land Owner's Property.
 - Second paragraph – Delete entire paragraph.
 - Third paragraph – Delete entire paragraph.
- **1. Waiver and Easement, 2. Compensation. page 3**
 - I completely understand the need for updates and that better technology is available now and that is why updates are planned. **But, I also believe that any wind setback and easement agreements that happens well before the promised 20-30 year ("LEASE AND WIND EASEMENT") timeframe promised in the 2005 contract should include:**
 - **A shorter timeframe to study research being done concerning noise, etc.**
 - **The approximate timeframe/projected schedule of the update project.**
 - **Detailed information of what compensation I will receive during the downtime/lost revenue from my four existing towers while these updates are being completed.**

- **1. Waiver and Easement, 4. Attorneys' Fees. Page 3**
 - In the event of any dispute or legal action between the parties concerning the enforcement or interpretation of this Agreement, Rugby Wind, LLC., will be responsible for all attorney fees.
I did not initiate this waiver and don't feel I should be responsible for legal fees if there is a problem.
- **1 Waiver and Easement, 10. Term; Termination, Cure. Page 4**
 - **If Avangrid is sure there will be no significant increase in noise, environmental, television reception, and electromagnetic impact and they are replacing the turbine wings and other components well before the original ("LEASE AND WIND EASEMENT" signed in March of 2005) timeframe (20-30 years), I would suggest a five year waiver so I can judge for myself since I am the person living in the Rugby Wind Farm area. Presently they are giving me a situation where I will be stuck for 35 years and potentially another 25 years without knowing what the impact will be. It should be a win-win situation for them since they will have completed the updates and will generate more power/revenue and they don't have to live in the area.**

I sincerely want to work with the company. It is not my intention for the entire project to be held up or to cause my county and neighbors to lose money by my decision. But, I didn't go looking for changes to the existing Rugby Wind Farm. I will sign a waiver if they address these issues and provide me with a reasonable five year offer. At the present time when I divide the offer of \$15,000 by 35 years, let alone a possible 25 more years, it hardly seems like a legitimate, good-faith offer. There is no way you or I can possibly gauge what impacts updates and new wingspan dimensions will have.

Kathie Rocheleau