

**MOTION TO DISPUTE CONTRACT FOR BARON WINDS PHASE 2
IN THE TOWN OF FREMONT NY RE-LOCATION PROJECT**

HON. Maureen F. Leary

Administrative law judge

State of New York Department of Public Service

Office of Hearings and Alternative Dispute Resolution

3 Empire State Plaza

Albany, NY 12233

RE: Case 15-F-0122

Robert Wagner- Land Owner Town of Fremont NY

Time Line

February 2019

Signed contract with Baron Winds for an easement on the southern portion of our property. Based on LOCATION, Turbine height, flicker, sound, and least impact to our property and the neighbors. Easement Area clearly defined.

March 30, 2023

Received packet in the mail about an amendment to relocate phase 2 project. Turbine #79 (the turbine easement contract we signed for) Is now on the eastern side of our property 1350' away from the location stated in our contract. ¼ mile move. Now turbine #107.

Absolutely no communication from Baron Wind on this drastic change. Does “Bait and Switch” come to mind?

April 11th, 2023

Spoke of this to the Town of Fremont Town Board. Jason Dagger from Baron Winds was there. He had no comment on the speech that night.

April 12th, 2023

10:30 am received a call from Mr. Dagger apologizing for the lack of communications and asking could we give him a few days for him to see what he can do. Communicate now - Why?

April 12th, 2023

Stated the dispute and unethical actions by Baron Winds Breaching contract to HON. Judge Maureen F. Leary at the hearing at the Town of Fremont town Hall.

May 3rd, 2023

Date of this document. No communications with Mr. Dagger or anyone from Baron Winds. Further explanation attached.

My Explanation and proof of breach

I did sign a contract with Baron Winds for phase 2, the original project. For an easement on our property. I hemmed and hawed over it for some time. I finally decided after reviewing the maps of the simulated shadow flicker, sound, visual, and turbine height of 500' that the PLACEMENT/LOCATION of turbine #79 would not impact me or the neighbors greatly. This turbine #79 was to be placed at the most southern end of our property.

Now, Baron Winds decided to relocate this turbine 1350', that's a ¼ mile from the original location I signed a contract for. I did not sign a contract for the new location of #107 which now is on the eastern side of our property. This is a big change, an unethical change. The proposed turbine #107 is a massive 650' structure will be making noise and flicker on our property. This would now negatively impact the area we enjoy the most. Our current cabin, hunting, shooting range, Atv riding, wood cutting area, Maple tree tapping area, and future site of our new cabin / house, visual, and property values.

I strongly believe the impact is unethical and the impact far too strong for peaceful enjoyment. In fact, I am not certain of the setback from our property line but we do a lot of things near the proposed location. Not sure we are out of the fall zone or possible ice

throws! Very scary! Turbine #107 was not in the original project plan and I would not have approved a contract for that location. This is Bait and Switch and taking advantage of landowners.

Baron Winds has never reached out to discuss this at all. But this move of ¼ mile is ridiculous. A 100' here or there is one thing, but ¼ mile on an opposite side of the property is another. I ask New York State Public Service to agree with me and must get the Baron Winds project to either remove turbine #107 or put it back where we signed a contract for. Or, Cancel my contract and abide by Town and State regulations. Termination of the contract is most preferred.

Also my opinion is that this phase 2 relocation is NOT a relocation/amendment request. This is clearly a new project. Completely different than the original scope. Baron Winds refers to this as micro siting. Is a ¼ mile change micro siting? I think not. Original 500' turbines were acceptable by the Town and Baron Winds.

I know my property better than anyone. I know what way the winds blow and where the sun comes up and sets. This is a horrible location for #107 or any turbine.

I am hoping that this can be resolved here rather than filing a legal action. This change is not acceptable.

I will share my contract with anyone who is interested in seeing it. Everything says “within reason” and “with land owner’s consent”. I will attach a few documents. (below)

You will see that clearly the location of the original project / contract is far different. The lack of communication is horrible.

Running over the little guy is not the way this should work. This is the absolute fact that little poor towns get mowed over.

Please fight for me to get my contract terminated. This is truly a breach of Contract. We have done our best to provide Environmental compatibility and Public need. Why is the game always changing? Ridiculous that Baron Winds agrees to Town laws and gets their foot in the door. Now wanting to change it all.

Please Note: I am not an Attorney or a Paralegal. I am doing what I can to present this dispute.

This new proposal of phase 2 totally destroys my entire property.

This is not Micro Siting!

And if you cannot understand the problem with this new proposal, please contact me.

Baron Winds map of proposed move of 500' Turbine #79 to 650' Turbine #107



New proposed location of what used to be turbine #79. ¼ mile change with 650' turbine. Micro-siting! Contract was not signed for this location or all the impacts that come with it. ¼ mile move is not reasonable.

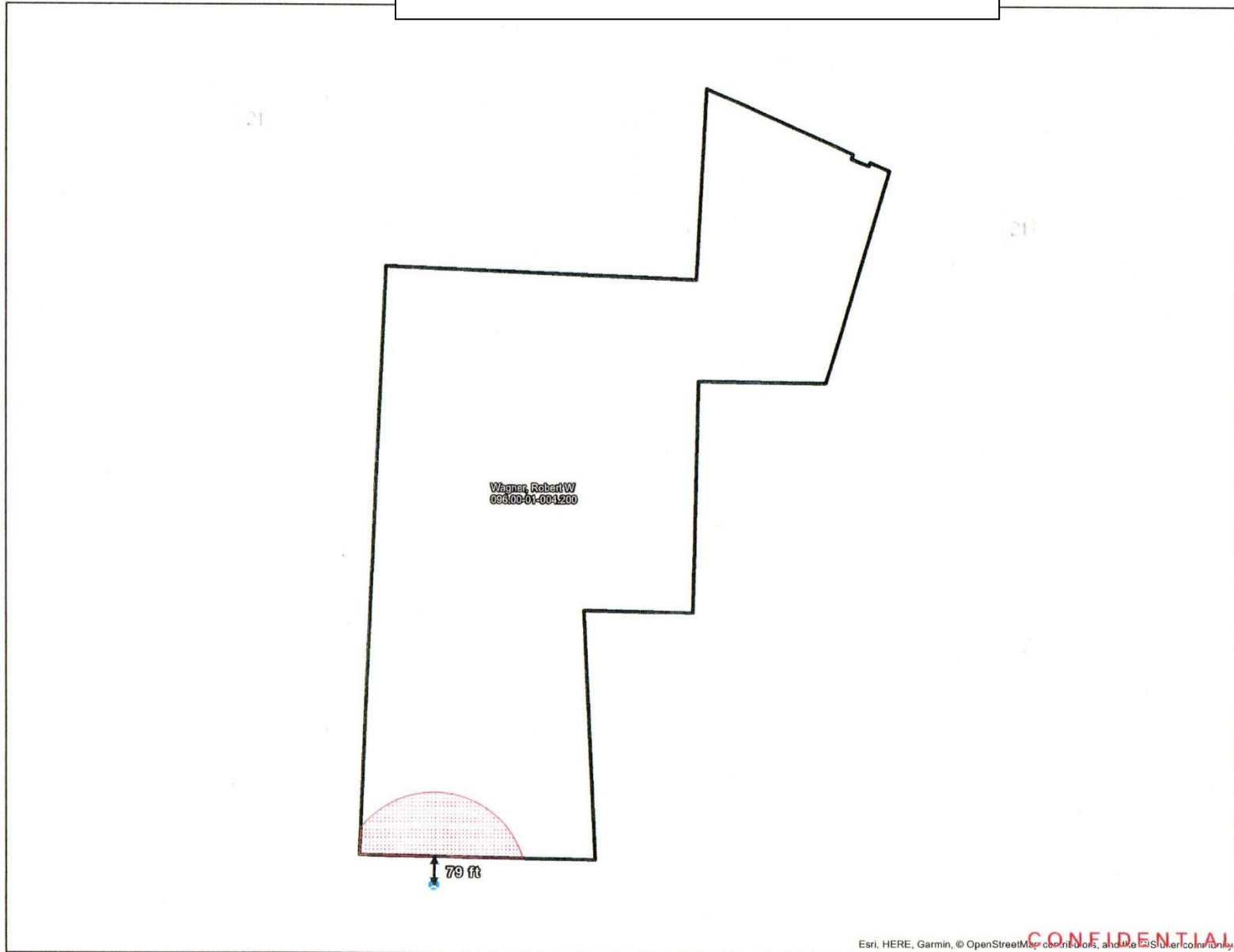
Contract signed for easement for 500' turbine #79 in this original location.

IS A ¼ MILE MOVE MICRO SITING! THIS WENT FROM SOUTH END OF PROPERTY. NOW IMPACTING THE ENTIRE PROPERTY ON THE EAST SIDE. 500' to now 650'. [Zero communication from Baron Winds.](#)

Original location directly from our contract. Turbine #79

Exhibit B1 Location of Easement

South end of property



ROBERT & JULIE WAGNER
EXHIBIT B
Baron Winds
Steuben County, NY

Project Infrastructure

 Turbine

Boundary

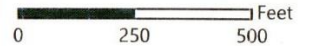
 Wagner Parcel

 Easement Area (1.33 Acres)

Note: Easement Area displays the extent of a 250 ft. radius around nearest turbine.



1 inch = 250 feet

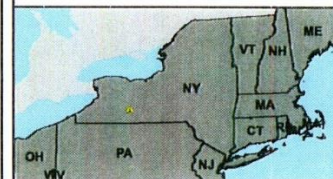


Map created by Innogy Renewables US, LLC on
February 18, 2019
Using ESRI ArcGIS Desktop Standard 10.5

Projected Coordinate System:
NAD 1983 UTM Zone 18 North

Information on this map is provided for purposes of
discussion and visualization only.

Sources:
Steuben County, ESRI, Innogy



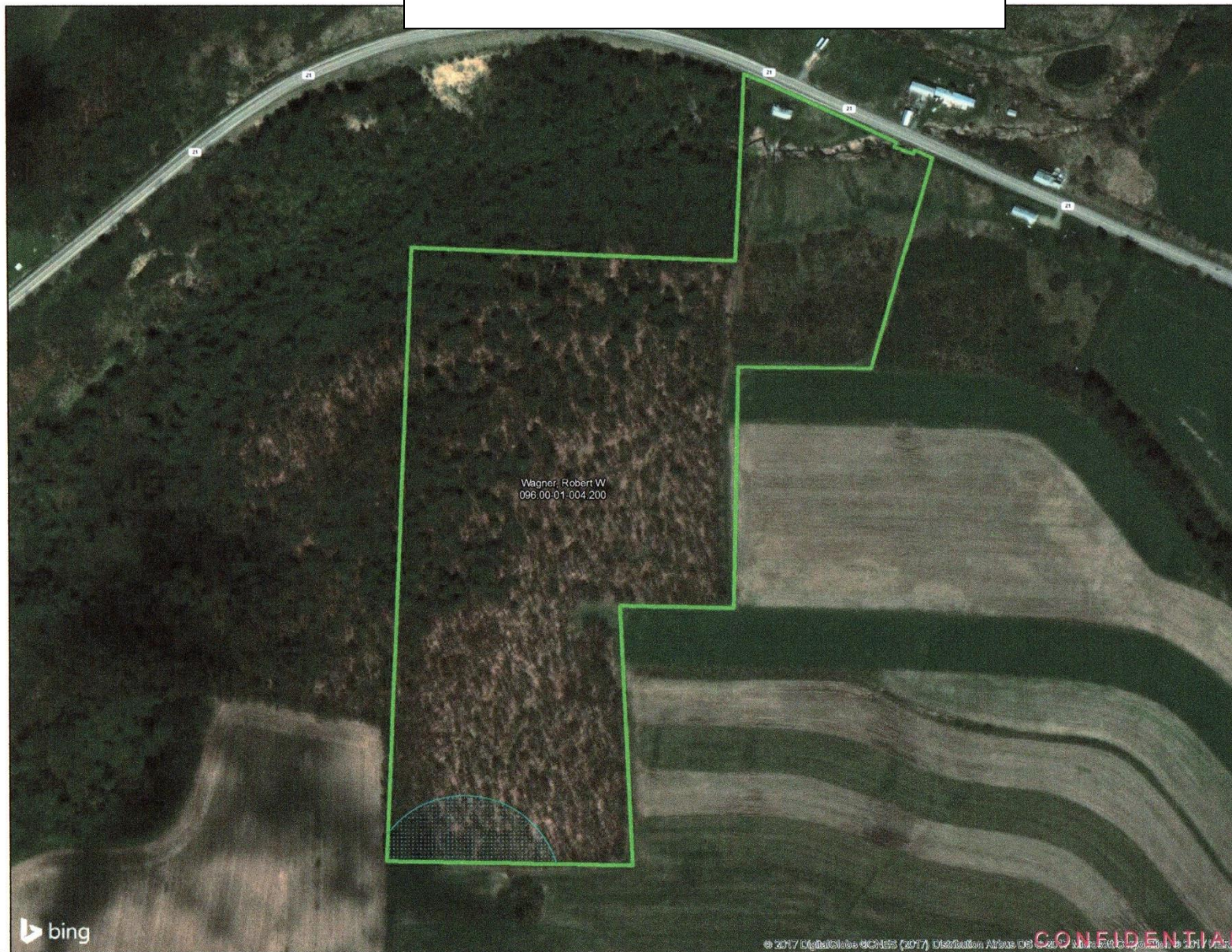
Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS User Community

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Another view from contract. Location of Turbine #79

Exhibit B1 Location of Easement area.

South end of property



bing

Document Path: G:\GIS_Projects\NewYork\BaronWinds\MapDoc\IndividualPropertyOwners\BaronWinds_L10_WagnerRobert.sxmx_20170806.mxd

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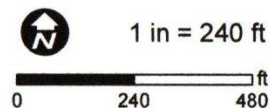
everpower™

ROBERT & JULIE WAGNER
SITE PLAN
Baron Winds
Steuben County, NY

Boundary

- Wagner Parcel
- Easement Area (1.33 Acres)

Note: Easement Area displays the extent of a 250 ft. radius around nearest turbine.



Map created by Everpower Wind Holdings, Inc. on September 06, 2017
Using ESRI ArcGIS Desktop Standard 10.5

Projected Coordinate System:
NAD 1983 UTM Zone 18 North

Information on this map is provided for purposes of discussion and visualization only.

Sources:
Steuben County, ESRI, EverPower



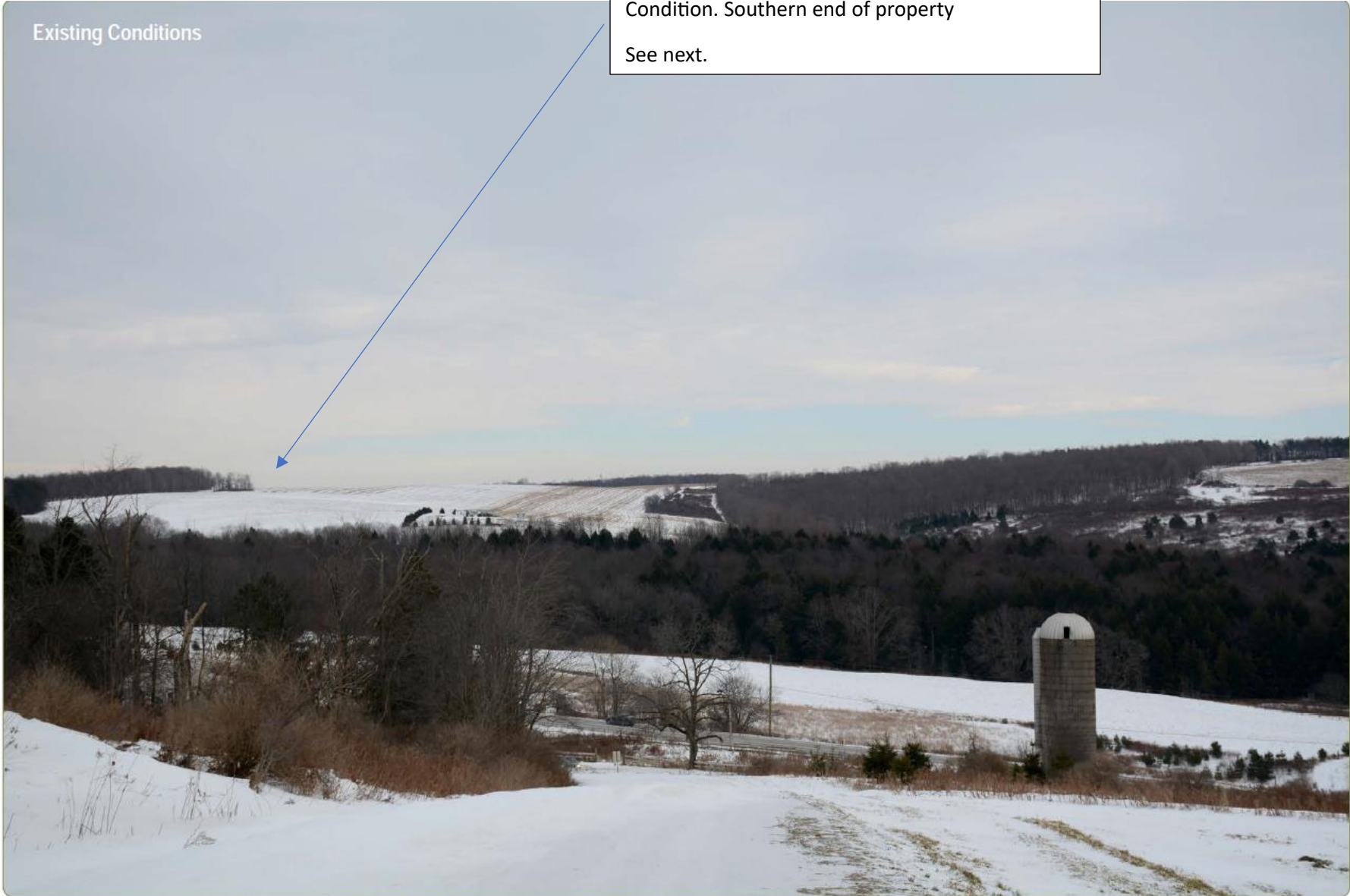
Homemade drawing of Original Location and proposed location. ¼ mile is not micro siting. "Obscene"

IS A ¼ MILE MOVE MICRO SITING! THIS WENT FROM SOUTH END OF PROPERTY. NOW IMPACTING THE ENTIRE PROPERTY ON THE EAST SIDE. 500' to now 650'.



Existing Conditions

Original Turbine #79 Simulation. Existing Condition. Southern end of property
See next.

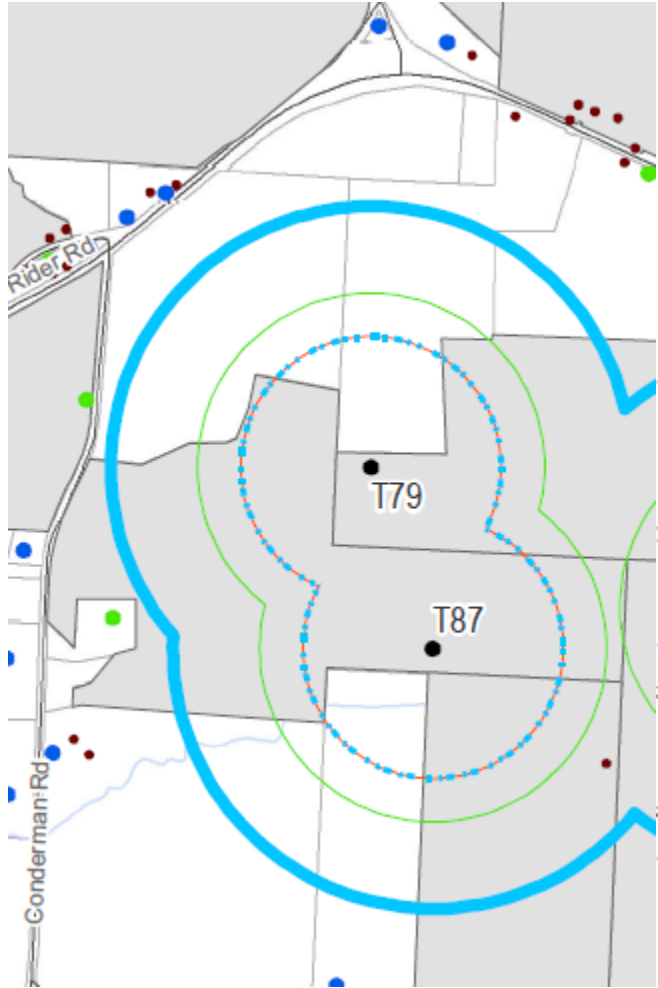


Simulation 2019 Technical Memo

Simulation of 500' turbine #79 on Southern end of property. Primary reason signing a contract for this location.










Original 500' T79 Set Back



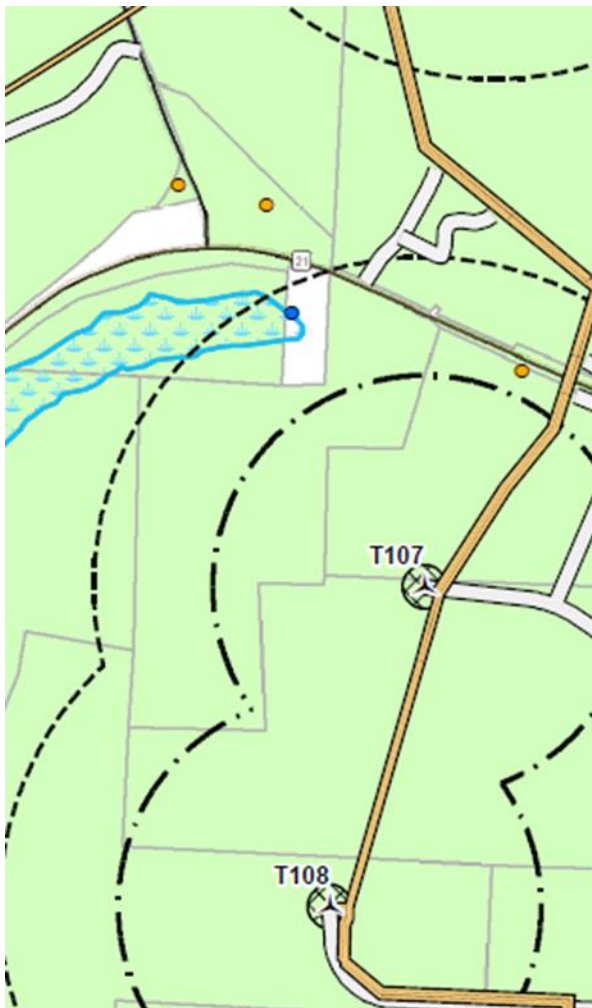
Original plan with 500' #79 turbine. South end of property.

One Reason for the contract for the location of T79

Set back is not interfering with our cabin and most of our enjoyment areas.

-  750-foot Transmission Line and Substation Setback
-  1,000-foot Participating Residence Setback
-  1,500-foot Non-Participating Residence Setback
-  Town of Wayland 750-foot Offsite Permanent Structure and Site Boundary Property Line Setback
-  Town of Wayland 550-foot Public Road Setback
-  Town of Fremont 750-foot Public Road, Offsite Permanent Structure, and Site Boundary Property Line Setback
-  Town of Dansville 750-foot Public Road, Offsite Permanent Structure, and Site Boundary Property Line Setback

NEW Proposed 650' T107 Set Back



Legend

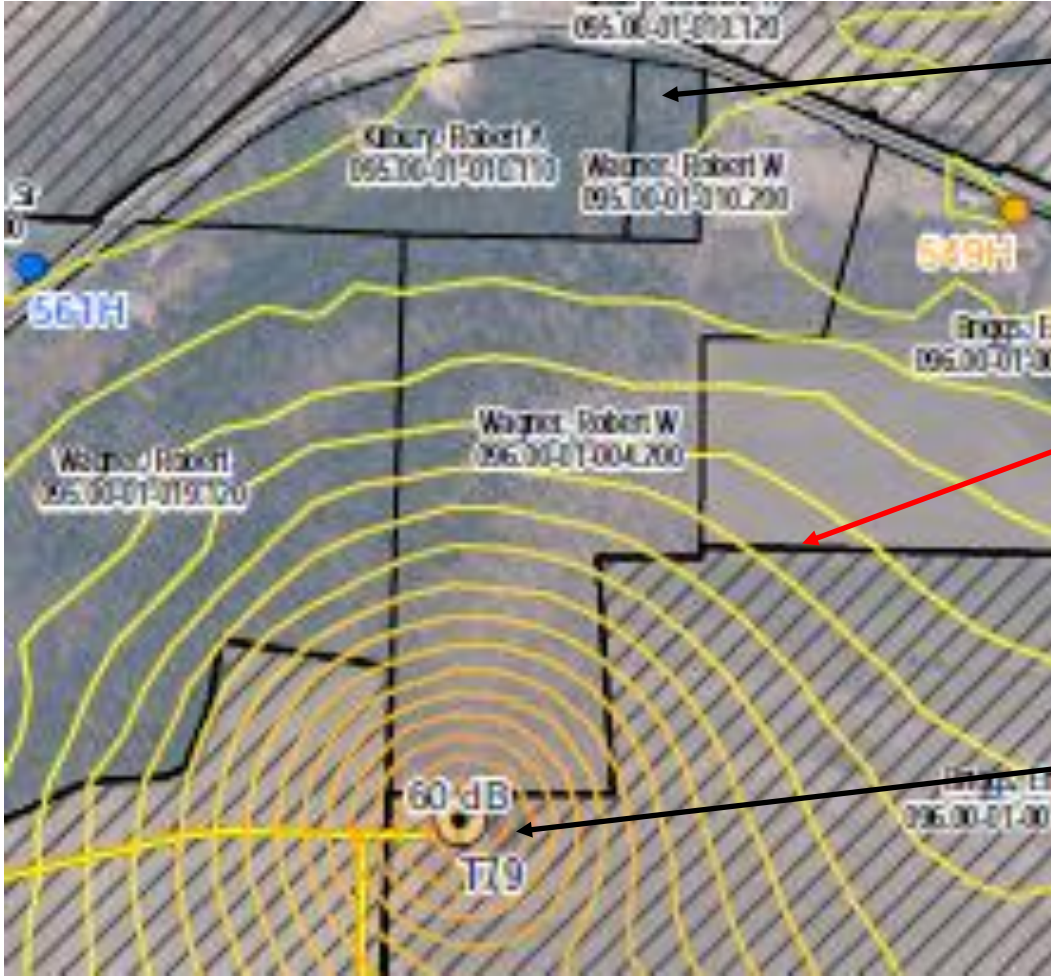
- Non-Participating Residence
- Participating Residence
- ⋈ V150 4.5-MW Turbine (Total Height 650 feet)
- ⚡ Collector Substation
- ⚡ Existing Substation
- Access Road
- Collection Line
- ⚡ Batch Plant / Laydown Area
- Existing Transmission Line
- - - Town Boundary
- Public Road
- Parcel Boundary
- Participating Land Owner
- NYSDEC Wetland

Setbacks

- ⊞ Off-Site Residences: 1,500 feet
- ⊞ Property Lines: 1.5x turbine height
- ⊞ Public Roads: 1.5x turbine height
- ⊞ Utility Line/ROW: 1.5x turbine height
- ⊞ Wetlands: 100 feet from state-identified wetlands

New Proposed set back with 650' turbine
Not acceptable for use of property.

Original 500' T79 Sound

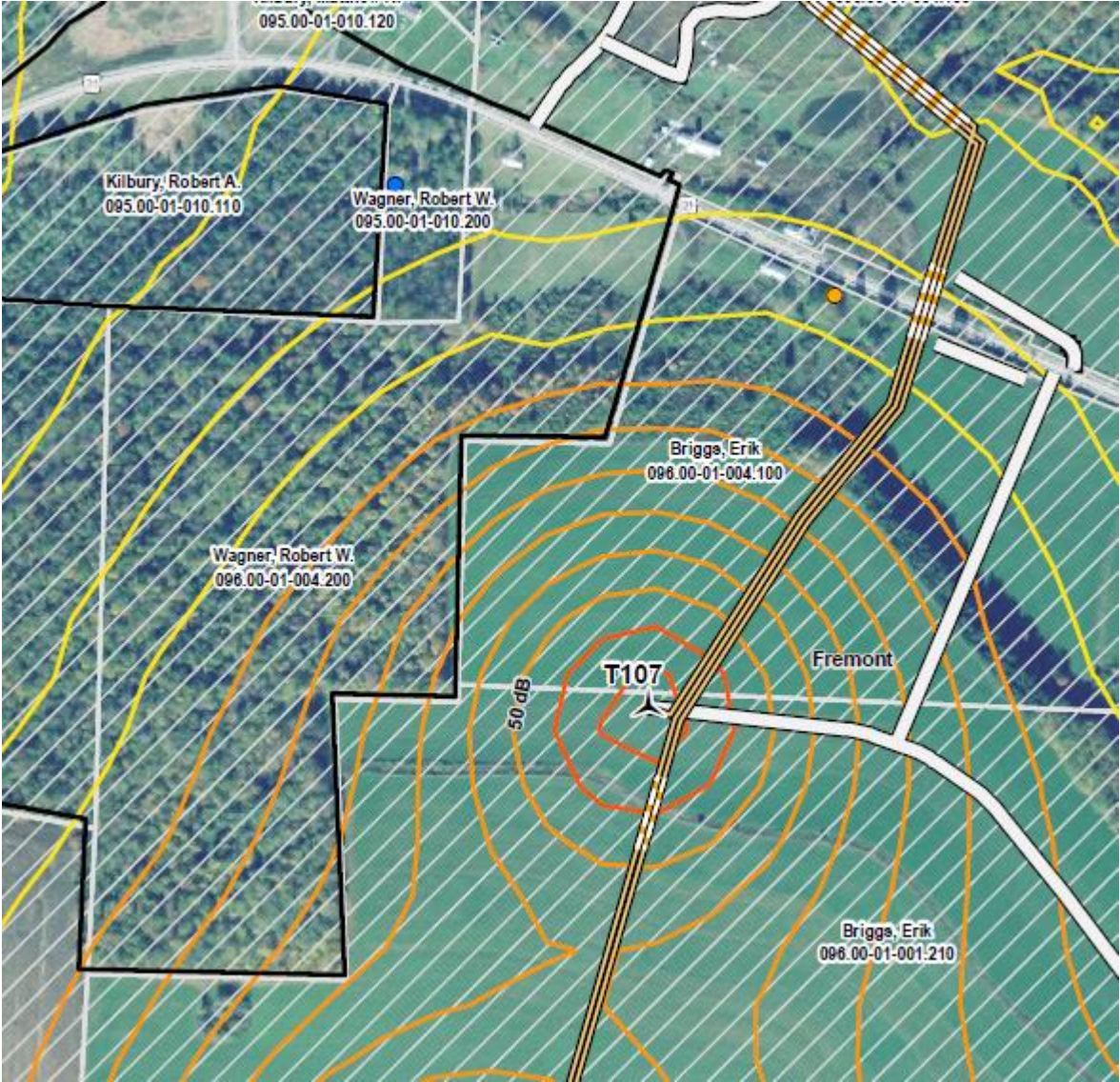


CABIN
Non-participating

Proposed new location Turbine 107
¼ mile from original
NOT micro-siting

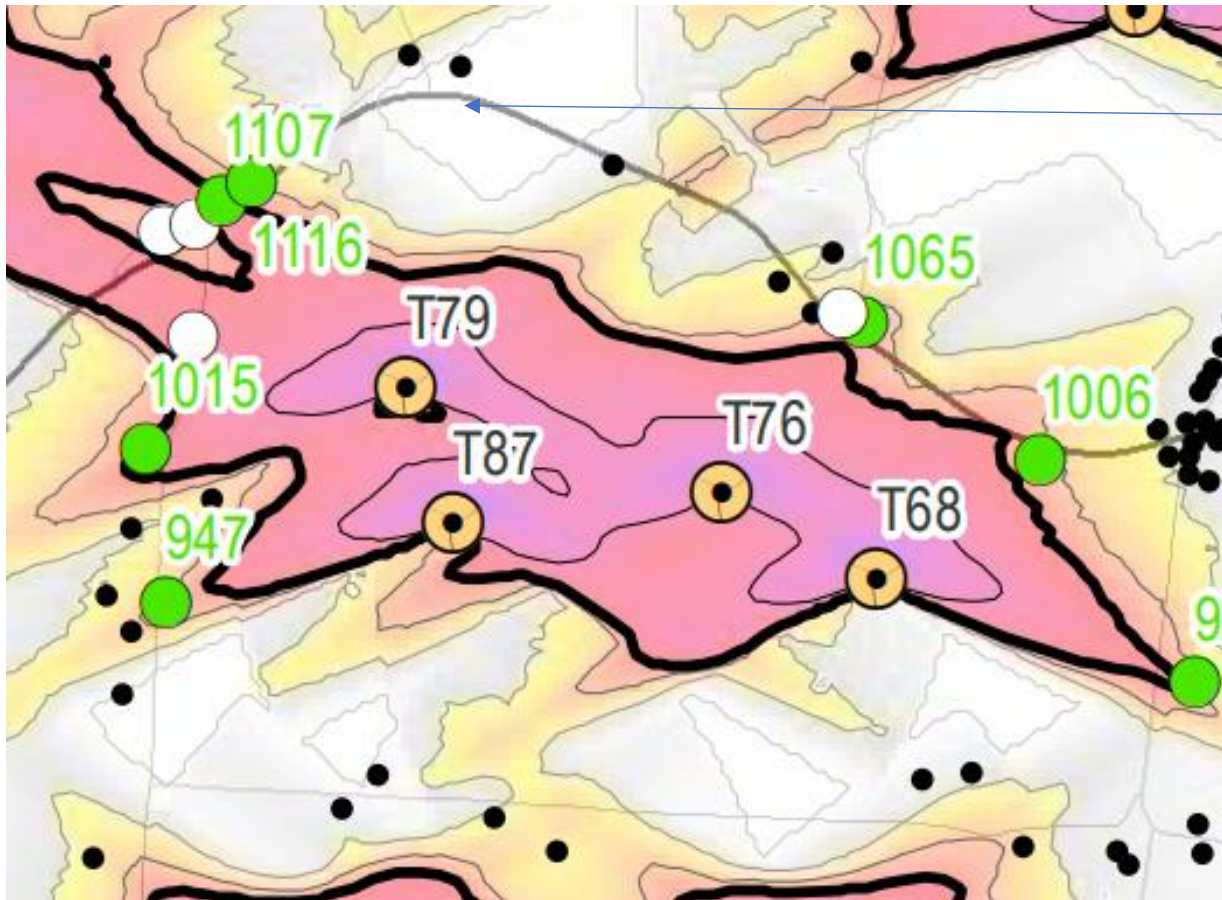
Sound from original project. With 500' turbines.
Located on southern portion of property. Another
reason for signing a contract for this LOCATION.

NEW Proposed 650' T107 Sound



New proposed 650' T107 turbine sound.
50db throughout ½ the property.
Not acceptable.

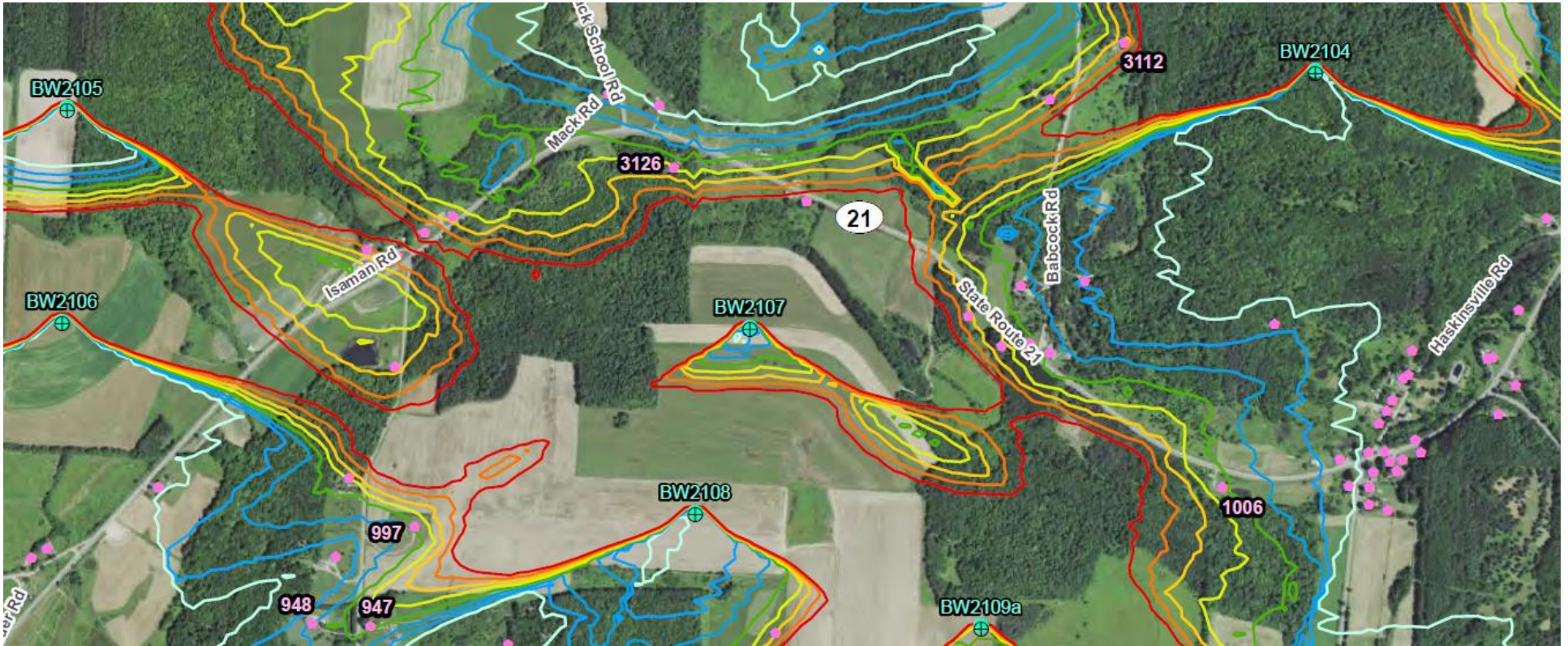
Original 500' T79 Shadow Flicker



RT 21, Cabin Area

Original T79 500', Shadow Flicker map.

NEW Proposed 650' T107 Shadow Flicker



New proposed 650' turbine T107 Shadow Flicker.

HUGE impact on our property. Contract for this move is not withing reason nor is it micro-siting.

Shadow Flicker from 650' turbines now engulf the entire area.

How about all the shadow flicker on a State Highway?

Conclusion: I did not sign a contract for this 650' turbine to be located on a different side of my property. ¼ mile away from the original location with a 500' turbine. The Impacts that come with these new plans are not what people or myself signed up for.

This new proposal from Baron Winds is clearly unethical and a Breach of Contract.

It is just plain Wrong to do this to people.

Please Terminate my contract.