

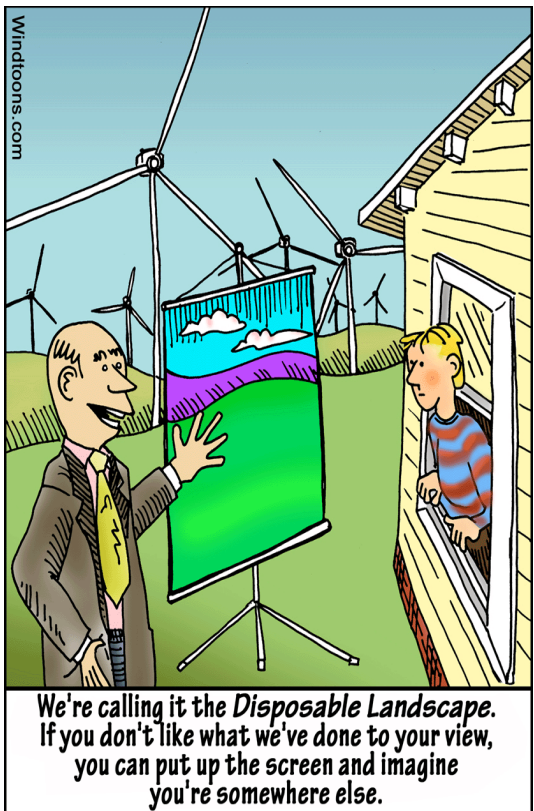
Don't Be Fooled by A Good Neighbor Agreement

Save Our Allegheny Ridges (SOAR) www.SaveOurAlleghenyRidges.org

A few years ago, when Iberdrola planned to build a wind turbine project in Bedford County, Pa. the developer asked non-participating landowners to sign a "Good Neighbor Agreement." Since wind projects may sometimes be a "bad neighbor," developers will offer to pay adjacent landowners, so the landowner can't sue the developer over the following problems:

- **NOISE** – Sometimes wind turbines sound like circling jet engines that thump, thump, thump as each blade passes in front of the tower.
- **LOW-FREQUENCY VIBRATIONS** – Inaudible vibrations make some people sick.
- **VISUAL CLUTTER** - Wind turbines are huge and create clutter on the viewshed; what was once a peaceful, rural countryside is now dominated by rotating 140 ft. blades on towers that may reach 500 ft. when the blade is vertical
- **SHADOW FLICKER** - Wind turbines create shadow flicker on sunny days when the sun is behind the blades, creating a strobe effect that can be very annoying.
- **RED LIGHT DISTRICT** - Red lights on some wind turbines blink at night, per Federal Aviation Administration requirements to warn airplane pilots.
- **TV INTERFERENCE** – Signal reception can be a problem for both TVs and cell phones.
- **PROPERTY DEVALUATION** – Some homes lose property value and even become unsalable.

Be Careful – If You Sign You Give Up These Important Rights!



Windtoons.com

**Bottom Line:
Consult an attorney
before signing!!**

By signing a "**Good Neighbor Agreement**," a legal document that is attached to the deed and forever runs with the land...**yes, even when ownership changes**...the landowner allows the developer:

- The right to generate audible noise above the limits of the ordinance.
- The right to cast light and shadows anywhere on the owner's property. Reasonable methods of correction will be made if shadow flicker occurs in the home.
- To test television signal strength and reception at any residence before and after the wind project is constructed. The developer will attempt to correct significant interference, such as installing signal boosters.

In turn, the "Good Neighbor" gives up the right to:

- Sue the wind developer over any past, present, or future claims, demands, obligations, or actions
- Sue the wind developer over any compensatory or punitive damages (both anticipated and unanticipated)
- Do anything on their property that might interfere with the construction, installation, maintenance, or operation of the wind project
- Share any financial information about the agreement, except with a legal or financial advisor

Is a one-time payment of \$1,000 or a yearly payment of \$1,000 worth it?

Resources: www.scribd.com/doc/207573900/Hays-Neighbor-Agreement
www.kaplalaw.com/NAWPowerApril_2011.pdf
wiwindinfo.net/projects/glacier.html

[www.windaction.org/posts?utf8=✓&search="neighbor+agreement"&type=Document](http://www.windaction.org/posts?utf8=✓&search=)