

## Town, GE Vernova agree to \$10.5M settlement over wind turbine blade failure

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In a first-of-its-kind agreement, Nantucket has secured a \$10.5 million settlement from GE Vernova over last year's wind turbine blade failure — an incident that littered the island's beaches with fiberglass and foam debris.

Finalized Thursday and announced Friday, the agreement resolves the town's potential claims against GE Vernova, the manufacturer of the faulty blade, and releases Vineyard Wind from liability related to the July 2024 failure.

"This is a solid number to cover the community, and I'm very pleased with the results," Select Board member Brooke Mohr said. "It was to both hold the industry accountable for an incident that's never happened before, and do so in a way that's meaningful enough to perhaps draw their attention to the need to prevent it from happening again."

Under the agreement Nantucket will establish a Community Claims Fund to compensate residents and business owners for economic harm related to the incident. Claims will be reviewed by an independent third-party administrator, who will assess eligibility and distribute payments. The claims process is expected to begin in the coming weeks.

“Folks have been waiting a year for this, and my goal is for the process to be as timely as possible,” Mohr said.

While those who receive funds through the Community Claims Fund must waive their right to sue, Mohr emphasized that the settlement does not bar individuals or businesses from pursuing legal action on their own if they choose not to participate in the fund.

As for how the \$10.5 million figure was determined, attorney Greg Werkheiser said the Town is limited in what it can disclose about the negotiations. However, he noted that the Town engaged three law firms including Wyche, which specializes in environmental damage litigation, and the national financial advisory firm Stout to help calculate damages.

Werkheiser described the agreement as precedent-setting, noting that no coastal community has previously faced this scale of debris washing ashore due to offshore wind infrastructure failure. “We understood that this will have ripple effects,” he said.

The incident began nearly a year ago, on July 13 when a 350-foot-long fiberglass turbine blade broke apart during testing for the Vineyard Wind 1 project, about 14 miles southwest of Nantucket. Debris washed up on popular beaches for days, prompting closures and a scramble by Town departments and Vineyard Wind crews to clean up the material.

While GE Vernova is a signatory to the agreement, Vineyard Wind is not. However, it is included as a “Released Party,” meaning the company is shielded from lawsuits by the Town relating to the July 13 blade failure. This arrangement is tied to contractual agreements between Vineyard Wind and GE Vernova, which make GE Vernova liable for financial penalties Vineyard Wind might incur due to manufacturing defects. GE Vernova likely would not have agreed to a settlement that left it financially exposed, by proxy, through litigation targeting Vineyard Wind.

GE Vernova’s internal investigation, completed about two weeks after the failure, concluded that the blade broke due to a manufacturing defect at a plant in Quebec.

The Town expressed clear dissatisfaction with Vineyard Wind’s conduct during the past year, in a statement [on a page dedicated to answering FAQs regarding the settlement](#).

“The Town of Nantucket commends GEV for its leadership in reaching this agreement. By contrast, the Town has found Vineyard Wind wanting in terms of its leadership, accountability, transparency, and stewardship in the aftermath of the blade failure and

determined that it would not accept Vineyard Wind as a signatory to the settlement,” the town stated on its website.

“We didn’t want to give the impression that Vineyard Wind came to the table in good faith the same way GE did,” Werkheiser said. “The blade settlement is intended to settle the blade issue. There are a lot of other issues that Vineyard Wind is involved in that this settlement does not apply to. It does not let them off the hook.”

Mohr and Werkheiser said the Town will soon publicly address other outstanding issues with Vineyard Wind, including concerns over poor communication and delays in implementing an Aircraft Detection Lighting System (ADLS), which remains overdue.

“We started these negotiations with Vineyard Wind and GE, and we ended them with just GE. That speaks for itself,” Mohr said.

While the Town says it is not subject to a gag order under the settlement, there is a clause requiring GEV’s preapproval for any public statements about the settlement that reference GEV or its affiliates.

Werkheiser said that provision only applies to statements specifically referencing “GEV released parties” not all statements about the settlement generally, and said it was standard for settlement agreements.

“We wouldn’t be doing that anyway, but they’re just trying to cover the things that we are obligated to do anyway, frankly by ethics and agreement,” he said. “In 99 percent of settlement negotiations, what the parties agree to up front is that they won’t talk about how the sausage is made, because it discourages people from being honest in negotiations, and then they would worry that things that they conceded could be used against them later publicly.”

Vineyard Wind declined to respond directly to the Town’s criticisms but issued a written statement about the settlement.

“The settlement agreement for the GE Vernova blade event, announced today, is the product of diligent, thorough, and cooperative negotiations between the parties over the past year. Vineyard Wind appreciates the good faith, respectful, and productive approach demonstrated by GE Vernova and the Town of Nantucket, which was critical toward reaching this fair and conclusive settlement,” Vineyard Wind spokesperson Craig Gilvar said in a statement Friday.

Earlier this year, the federal government lifted a suspension it had placed on Vineyard Wind following the blade failure. The suspension was removed on the condition that the company replace blades on all turbines it had installed to date—22 in total—after

“additional blades with insufficient bonding were identified.” All of the blades, including the one that failed, came from the same factory in Quebec.

It remains unclear how many of the replacement blades have since been installed, or where they were manufactured.

“Vineyard Wind has not been very forthcoming on that front,” Mohr said.

The Town was advised throughout the process by its counsel at KP Law, the Wyche law firm, and damages experts from Stout.

“Over the course of a year, we received guidance from three law firms with relevant expertise as well as a nationally recognized financial firm specializing in damages assessments. The blade failure was a difficult event for our community with some known short-term harms and unknown potential longer-term harms. By the time we know whether those longer-term harms will manifest, however, the period for litigating several of our potential claims will have expired. So, by necessity, we focused on delivering compensation for our community sooner rather than later. We are committed to using the funds from the settlement both to help community businesses who have sustained costs or losses related to the blade failure and to strengthen our capacity to help hold offshore wind developers and the agencies charged with regulating them accountable to the public,” a statement from the Select Board reads on the town’s website, [on a page dedicated to answering FAQs regarding the settlement](#).