

MICHAEL GOSSELIN et al.

v.

EVERGREEN WIND POWER, LLC et al.

Submitted on Briefs October 31, 2013

Decided November 7, 2013

Panel: SAUFLEY, C.J., and ALEXANDER, LEVY, SILVER, MEAD, and JABAR, JJ.

MEMORANDUM OF DECISION

Michael and Robin Gosselin appeal from a judgment entered by the Superior Court (Aroostook County, *Hunter, J.*) granting Evergreen Wind Power, LLC's motion for summary judgment on their claims of nuisance and negligent infliction of emotional distress. The Gosselins also appeal from a judgment entered by the Superior Court (Aroostook County, *Hunter J.*) granting Sargent Corporation and Maine Drilling and Blasting, Inc.'s motion for summary judgment on Michael Gosselin's personal injury claim.

The Superior Court did not err in granting summary judgment in favor of Evergreen Wind Power, LLC, because the Gosselins did not establish a prima facie claim for private nuisance or negligent infliction of emotional distress. *Johnston v. Me. Energy Recovery Co., Ltd P'ship*, 2010 ME 52, ¶ 15, 997 A.2d 741 (providing the elements of a claim of common law nuisance); *Curtis v. Porter*, 2001 ME 158, ¶¶ 18-19, 784 A.2d 18 (setting forth the elements necessary to prove a negligent infliction of emotional distress claim). Additionally, the Superior Court did not err in granting summary judgment in favor of Sargent Corporation and Maine Drilling and Blasting, Inc., because the Gosselins did not establish a prima facie claim for negligence or strict liability on Michael's personal injury claim. *Gray v.*

T.D. Bank, N.A., 2012 ME 83, ¶ 16, 45 A.3d 735 (providing the elements of a claim of negligence); *Dyer v. Me. Drilling & Blasting, Inc.*, 2009 ME 126, ¶ 29, 984 A.2d 210 (providing that a plaintiff must still prove causation in a strict liability claim).

On appeal, the Gosselins raise a breach of contract claim. We will not consider arguments raised for the first time at the appellate level, and as such, we do not address the issue. *Holland v. Sebunya*, 2000 ME 160, ¶ 3 n.2, 759 A.2d 205; *See also Dyer, Goodall, and Federle, LLC v. Proctor*, 2007 ME 145, ¶ 18, 935 A.2d 1123 (“[S]elf represented parties are subject to the same standards as represented parties, and they are not excused from complying with procedural rules.”).

The entry is:

Judgment affirmed.

On the briefs:

Michael Gosselin and Robin Gosselin, pro se appellants

James T. Kilbreth, Esq., and Adrienne E. Fouts, Esq., Drummond
Woodsum, Portland, for appellee Evergreen Wind Power, LLC

Wendell G. Large, Esq., and Carol I. Eisenberg, Esq., Richardson, Whitman,
Large & Badger, Portland, for appellees Sargent Corporation and Maine
Drilling and Blasting