Dear Judge Newhook

Ref. Final Report and Decision of Turitea Wind Farm (Sept. 2011)

The Final Decision makes this statement with the purpose, I believe, of belittling the reasons for objecting to the wind farm.

Chapter 15-3 (12)

“A small number of submitters also believed that past complaints about wind farms have been dismissed, or that residents have been paid off by wind farm companies so as not to highlight their experience of adverse effects.”

Then, in the Executive summary the Board recommends Mighty River Power do exactly that, pay off an affected party.

Executive summary 17

“In our Draft Report, we noted in particular the negative effect of the Group D and E turbines on the Percy family in Makomako Road, and we invited MRP to consider some form of compensation for the Percy family. In its comments on the Draft Report, MRP advised that it had reached agreement with the Percy family and this was subsequently confirmed in a communication from the Percys to the Board. In their comments on the Draft report, one other family, the McBrides, advised that they were negatively affected in a similar way to the Percys. Whereas, Mrs Percy had made an oral presentation to the Board at the hearing which had triggered our invitation for MRP to meet with the Percys, the McBrides had been unable to attend the hearing and make a presentation as they were living away from the Manawatu at that time. Now that we have been made aware of the McBrides situation, we invite MRP to consider some form of compensation to this family as well as the Percys.”

And

Chapter 18 - 47

“In our Draft Report we considered MRP should approach the Percy family, who we found to be adversely affected by the project on the eastern side of the range, with the concept of compensation in mind. This has since been offered by the company and has been confirmed to the Board in a letter dated 7 June 2011 by the Percys’ solicitors after the NPSREG was introduced. We are unclear what form this ‘measure’ or ‘environmental compensation’ has taken, but commend MRP for advancing it in accordance with the new policy.”

This highly selective approach by the Board to just two wind farm victims is at the expense of all other affected parties, where a number have requested buyouts and compensation. The Board is simply “buying insurance.” The Percys have now been effectively shut down, almost certainly by a non disclosure clause in their very recent agreement with MRP.
A submission by John Wheeler, submitter 297, on the Draft Decision (see attachment) identifies 20 additional Tararua residences as badly affected by the wind farm as the Percys, if not worse. He asks that property owners be accorded the same treatment as the Percys, but has been ignored by the Board. This is totally unacceptable. The owners of these properties have no redress available to them as they did not submit originally in the one month time frame when the Call-in was announced. Tararua District Council apparently did not advise their ratepayers of the potential effects on them, nor did PNCC advise ratepayers potentially affected either, as this would have triggered both the unlimited liability clause in the wind farm agreement upon which the Turitea wind farm is founded, and a deluge of opposing submissions.Submitter, John Adams has raised similar concerns in his response to the draft decision.

“For consistency the Board should also direct that any other property unreasonably impinged on, or where consent conditions will not comply, be brought out at fair and reasonable valuation. This should include matters such as traffic, construction and turbine noise. Unlike visual intrusion noise has impacts on health.”

A former Mighty River Power employee made this statement in the Manawatu Standard, 19/03/2009, after submissions closed to say that they would be more forthcoming with information.

“Asked about “negative” press coverage, Mr McDonnell said Mighty River Power had previously created an information vacuum through lack of communication. The company planned to be more forward in the coming weeks.”

Both property owners in Palmerston North and the Tararua have, in my opinion, been defrauded by the deliberate act of failing to disclose the true extent, scale and impact of the wind farm. MRP did this with confidence as the terms of the foundation contract for the wind farm were only known to them and PNCC.

The Final Decision needs, in my opinion, to be withdrawn, revised and reissued, after all parties potentially affected by the wind farm have been approached by Mighty River Power and a negotiated openly disclosed settlement is completed. This would occur after a publicly notified meeting has been called. Those affected must have their own legal representation and expert advisors and their expenses covered off. In the Final Decision hundreds of properties have been identified as potentially affected.

Yours sincerely,

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