

Judge LJ Newhook
Acting Principal Environment Judge

25 September 2011

Dear Judge Newhook

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

I was a submitter opposing the Turitea wind farm application. In my submissions I asked Judge Kenderdine and the Board for an opinion on the legality of the contract between PNCC and Mighty River Power, a document which is the foundation document for the wind farm. The Board of Inquiry failed to answer my concerns about this contract, in fact ignoring them completely. I believe this to be completely unacceptable. The document, which is attached to this email, was tabled but never discussed publicly. There are very serious aspects to this contract.

TURITEA WIND FARM DEVELOPMENT AGREEMENT

“10.1 Council to support

The Council agrees in its capacity as landowner (and subject to clause 17.2) to :

(a) Support any application by Mighty River for the grant, renewal. Variation or continuation of any Consent necessary to give effect to Mighty River’s rights under this Agreement including consent for the lease;

(b) Support Mighty River’s negotiations with Adjacent Owners, as requested by Mighty River; and
(c) Provide such written evidence of this support (and any consent or approval) as Mighty River may reasonably require.”

and

10.2 Council not to oppose.

The Council agrees in its capacity as landowner (and subject to clause 17.2) that it will not, either directly or indirectly:

(a) object to, oppose or impede

(1) any application by Mighty River for the grant, renewal, variation or continuation of any Consent necessary to give effect to Mighty River's rights under this agreement, including without limitation a subdivision consent for the lease;

(11) any action taken by Mighty River to give effect to Mighty River's rights under this Agreement; or
(111) the granting to Mighty River of any lease, restrictive covenant or easement necessary for the Wind Farm Project or the Investigation; or

(B) fund, facilitate or promote any person, entity or group to take any action that would be in breach of this clause 10 if done by Council.

12.2 D “The liability of Council (other than in its statutory capacity) for breach of this contract or for any negligent act or omission shall be limited to **\$3,000,000** in aggregate during the term of this Agreement. This limitation of liability shall not apply to deliberate acts or omissions of Council that breach this Agreement.”

(Emphasis added)

Clauses 17.3 and 17.4 relate to the need to maintain secrecy.

Clause 5.2 requires a public consultation to enable the wind farm to proceed. Since the outcome was predetermined with a \$3 million dollar penalty hanging over PNCC the subsequent Turitea Change of Purpose Consultation was obviously phony.

Clause 5.3 section e, MRP to consult with “affected persons, community groups.” This was not done prior to the wind farm layout being finalised.

In short this contract abrogated my rights as a property owner right under the proposed wind farm and indeed the rights of PNCC ratepayers, rights enshrined in the

Local Government Act 2002.

Purpose of local government

- The purpose of local government is—
 - (a)to enable democratic local decision-making and action by, and on behalf of, communities; and
 - (b)to promote the social, economic, environmental, and cultural well-being of communities, in the present and for the future.

I am asking that the contract and its consequences be appropriately addressed and be acknowledged in the Board of Inquiry's final decision.

It is my opinion that the underlying intimidation and jeopardy in the binding contract between Palmerston North City Council and Mighty River Power, which has been ignored by the Board, invalidates not only the application of consent conditions and PNCC's ability to enforce them, but also indelibly taints the Final Decision as a whole. I believe I have been discriminated against since the Board readily embraced a request by PNCC for a determination on a building called Hautika, but has deliberately ignored my request on this far more crucial issue.

In my opinion the only way forward now is for the Decision, which makes a mockery of the supposed process of "inquiry," to be withdrawn, reconsidered in the light of the slew of egregious errors identified by submitters, corrected and then re-issued.

Yours sincerely,

Paul Stichbury.