PNCC had already signed a binding agreement with Mighty River Power which assured the wind farm would go ahead come what may. The variation to the agreement further entrenched PNCC’s prior commitment which has a $3 million penalty and unlimited liability if it opposes the wind farm.

The charade of genuine consultation is clearly evident in this last minute workshop document for submitters where in light of the contract and variation lawyer PNCC lawyer, Maassen, is plainly lying.

There is speculation that Maassen drew up the PNCC MRP contract.

This is what he wrote in 2006. On the basis of his legal fees Maassen was a major beneficiary of this assault on Palmerston North

John Maassen (Cooper Rapley) from Saint Patrick’s News, Christmas 2006, on environmental justice and the wind farm:

………..we are called as Christians to apply our rational faculties and reflect on how the common good is best served. In that regard I suspect our local media are not always guided by the need to inform but rather agitate.

Submitters have just 10 days
No submitter knew the whole thing was a jack up

October 2006 decision

- That the RMA consenting process was a necessary and sufficient mechanism to evaluate the appropriateness of a windfarm proposal in the Turitea Reserve. PNCC would abide an independent decision made under the RMA;

- Neighbouring rural residential properties should not be unduly affected and MRP should take special care in that regard;

A summary of important points made in this presentation.

- The workshop was held just 10 days before submissions closed. Slides 1 and 2
Wide community participation sought, (well that’s interesting! When, exactly?) – so the blame for a poor outcome will then rest with the Board of Enquiry, and not PNCC – no community participation has been encouraged until now. Slide 3

Most significant resource consent application concerning Palmerston North’s environment in 50 years or more . . . .! Why has this stunning statement been made just 10 days out from the closing of submissions? Slide 4

“Decision makers take notice of community views” The track record of many consent hearings to date, show the complete opposite. The Council for reasons already discussed handed over the city to a commercial arm of the Government. Did PNCC fail to exhibit duty of care by believing that it could pass the responsibility of its partnership with MRP on to RMA Commissioners? Slide 8

The contract with MRP had been signed and money paid before the change of purpose submissions even opened. This does not sit well with what is either just or fair. PNCC’s wind farm analysis has never been made public. Slide 35

The proponents and beneficiaries of this scheme have been in collaboration from the start, a courtesy not extended to other nearby residents who would potentially be affected. Only at the eleventh hour are residents urged to “collaborate,” by PNCC after being previously ignored misled and dragged into the courtroom. Slide 60

In light of what subsequently transpired what best served the city and its ratepayers is of no consequence to Maassen and others with their snouts in the trough.

QUESTION BOARD OF INQUIRY MUST DETERMINE*

Is the overarching purpose of the Resource Management Act which is the sustainable management of natural and physical resources best served by granting consent or not to all or some of the turbines and if so on what conditions?
The lawyer who presented most of the city council's case, John Maassen, said the council's objection to the proposed wind farm's scale had been vindicated.

"I see it as a complete and utter victory. I'm rapt – over the moon."

Mr Maassen said the decision would protect the view of Palmerston North's south-east skyline from Fitzherbert Ave.