

Good afternoon my name is Angela Grassick; I will also be speaking on behalf of my husband Mike Grassick who unfortunately cannot be here today.

We **OPPOSE** the application from Mighty River Power for the proposed Turitea wind farm.

We live at 696 Pahiatua Track and as per our previous submission we have firsthand experience with the effects of living within a 1.5km radius of a working wind farm, this being Te Rere Hau. We would like to RESTRESS the frustrating and belittling experience of having to deal with a wind farm which has consent to built turbines so close to residential dwellings, this and the inability of the PNCC to provide any solutions or support for its effected residents.

I will today be speaking about some points of concern to us as mentioned in our written submission:

We have been able to quickly review the information put forward by Mighty Rivers proposed changes relating to landscape but would like to mention that the lack of time for submitters should be noted.

In our brief we expressed that we don't feel Mighty River has addressed our concerns and our reasons for opposing were due to the negative impact from visual, noise, financial and health which we will be expected to accept as part of the required casualties that will be caused by this proposal.

Although we have had one turbine (94) removed as part of the re-drawn proposed layout (this turbine was approximately 800m from where we sleep) we believe there are still at least another EIGHT turbines within 1.5km maybe even less to our house (these turbines are 95,96,97,67,68,69,70& 71), these turbines will undoubtedly cause huge visual and audible distress to me and my family and will greatly "reduce our enjoyment and quality of life" which really should be one of our basic rights.

We expressed our concerns at Mighty Rivers intention to install any turbines within a 3km radius and upon review of the current Turitea wind farm - resource consent conditions, "landscape mitigation for private properties" – page 54 item (35 & 36) it has been identified by Mighty River THEMSELVES that dwellings within a 3.5km radius of a turbine have a high chance of being negatively impacted, that they have written in a clause on what they think would resolve the problem via landscape based mitigation being offered.

With regards to the proposed mitigation process it seems all power for determining whether mitigation is appropriate is placed in the hands of a landscape architect appointed by Mighty River, this seems flawed as it should be an independent evaluation requiring at

least three proposals from different providers, there is also NO provision stated for the FAILURE of the results of the mitigation to provide a suitable solution, what happens when the circus has left town and we are left to deal with the limitations of the resource consent, as it currently stands we have firsthand experience in this process as a result of the current resource consent issued to Te Rere Hau, ask the council how many complaints they have received and what they are able to do to react to the concerns of its residents and ratepayers???

If this wind farm has to proceed in any form (but please note we are still opposed to this wind farm in its entirety) then why don't they insure that there are NO turbines within their own stated 3.5km radius of ANY residential dwellings?

It would seem more logical and beneficial to remove the possible cause rather than relying on mitigation to deal with the after effects.

Our next point of concern regarding the current Turitea wind farm – resource consent conditions is “Operational noise (non turbine related)” – page 49 item (16) this states that between 7am and 10pm on any day a noise level of 50db is allowed, and even more alarming is that there is also an allowance of 70db between the hours of 10pm and 7am, our children go to bed at approximately 7.30pm, we think these times are absolutely NOT ACCEPTABLE, how are we expected to live our lives with this kind of noise let alone the turbine noise.

Also what time period is this non turbine related noise to be allowed, we have heard that it may take five years or more to complete this wind farm, this would allow Mighty River and associated contractors to produce noise over at least that period whatever it maybe.

From our firsthand knowledge allowing more turbines to be built via ANOTHER wind farm wanting to place turbines in a position close to residential dwellings and forming a funnel effect will increase the negative accumative noise and visual degradation that we will experience, this will provide a platform for finger pointing in relation to ownership of the complaints i.e.; “it is not our turbines it must be the other wind farm”, and it will be left to the complainant to prove which party is the offender.

We are also extremely concerned about the flicking of blades and the overshadowing effects that these monstrosities will cause, as well as the significant increase of traffic on an already busy, dangerous, winding road.

Another negative impact that needs mentioning is the dividing of communities and neighbours caused by the offering to some land owners large sums of money which has caused certain financial supporters of the wind farm to actively campaign against those of

us residents that are NOT pro the wind farm, even resulting in personal attacks which we have personally experienced from our neighbour due purely to the fact we oppose this wind farm, this has added to an ALREADY stressful situation brought about by Mighty Rivers wind farm proposal.

We have a few unanswered questions regarding compensation for effected residents both now and in the future which we feel needs to be aired and we would appreciate answers to be provided, we are not sure if this is something within the power of the board but they are questions that need to be answered by SOMEONE.

- Property value depreciation? Who will pay the difference? – Mighty River, PNCC or the Government???
- Stress & personal damages relating to process, time spent, and the overshadowing uncertainty experienced daily that comes as part of this process?
- Medical expenses incurred due to stress and illness which are unknown yet but could be attributed to placing turbines this CLOSE to residential dwellings?
- Reducing a person's quality of life entitlement, isn't it a basic human right that people can expect to enjoy their day to day life at their own home without the oppressing effects of living with the stress caused by the process, the noise and the visual damages that well be the outcome of this wind farm???

We are EXTREMELY disappointed and dishearten by the lack of information provided by Mighty River, we feel the last meeting they had with us was purely a tick in the box exercise, and we have NEVER received actual distances of turbines or a photo montage of our property from them. NOTHING!!!

I am not sure in the last lot of hearings whether the board were able to view our property, but again I extend a welcome to you to do this if possible.

In closing we reinstate that we OPPOSE the Mighty River – Turitea wind farm proposal in its entirety, but in the unfortunate event that it is allowed to proceed, we ask for special note and consideration regarding our UNUSAL position and proximity to the current turbine layout and would ask for the REMOVAL of the previously stated wind turbines (95,96,97,67,68,69,70 & 71) as a MINIMUM, or for financial compensation in keeping with the losses and expenses we are expected to accept as part of this proposal as mentioned earlier in our statement.

Once again thank you for your time and consideration of our submission.

engage a suitably experienced and qualified acoustic expert to collect and review the data from the noise monitor if there have been any exceedences of the noise levels in condition [X] that may have resulted in the complaint. If this review is not conclusive the acoustic expert shall undertake any additional field measurements they consider necessary to reach a conclusion as to the cause and validity of the noise complaint. The results of the expert review and field investigations (if any) shall be reported to the [relevant officer] of the appropriate Council within five days of the review and any investigations being completed.

- iv) *In the event the expert review and field investigations demonstrate an exceedence of the noise levels in condition [17], and that such an exceedence would not have occurred had there not been any contribution of noise from the Turitea turbines (whether or not there was also any contribution of noise from the turbines of the Te Rere Hau wind farm), the requirements of condition [31] shall apply.*

Review of Noise Conditions

33 *In accordance with section 128 of the Act, the Palmerston North City and Tararua District Councils may at one, three and five years after the completion of all construction works, or, if the wind turbine generators are installed in stages, then one year after completion of each stage and then three and five years after the final completion, serve notice on the Consent Holder of its intention to review any of the noise conditions of this consent for any of the following purposes:*

33.1 *To deal with any adverse effects on the environment resulting from wind farm sound, including sound with any special audible characteristics, which may arise from the operation of the wind turbines;*

33.2 *To review the Secondary Noise Limit;*

33.3 *To review the adequacy of any recommendations in the NMP; and*

33.4 *To address any effects arising out of substantiated complaints.*

34 *Such reviews (if any) must be completed within six months of the notice being given in accordance with condition [33], and shall be undertaken to require reasonable steps to be taken to avoid, remedy or mitigate any adverse effect.]*

Landscape Mitigation for Private Properties

35 *Within two months of commissioning of the wind farm, the Consent Holder shall write to the owner(s) of all occupied properties existing as at 23 January 2009 that are within three and a half (3.5) kilometres of an approved turbine.*

36 *The letter shall:*

- 36.1 inform the owner[s] of the properties referred to in condition [35] of their possible entitlement to a landscape mitigation assessment in accordance with condition [35], and that he/she may request the Consent Holder to consider landscape mitigation at his/her choice;
- 36.2 outline the process established by these conditions (including the role of the landscape architect); and
- 36.3 expressly state that ability to request landscape mitigation shall remain valid for 12 months from the date of the initial offer, provided there is no change in ownership of the subject land.
- 37 The following process shall apply for each landowner who accepts the offer:
- 37.1 An onsite meeting shall be arranged between the landowner and a qualified landscape architect appointed by the Consent Holder.
- 37.2 The landscape architect shall determine whether mitigation is appropriate in terms of the criteria in Table 1 attached as Appendix 1 to this Schedule. If the determination is that no mitigation is appropriate, the landscape architect shall advise the Consent Holder with reasons, and the Consent Holder shall advise the landowner.
- 37.3 Subject to condition [37.2], if the landscape architect determines that mitigation is appropriate in terms of the criteria in Table 1, he/she shall prepare a plan to mitigate the adverse visual effects of the wind farm when viewed from the dwelling and the immediate curtilage of the dwelling. The mitigation techniques shall take into account the factors and criteria in Table 1.
- 37.4 The concept plan shall be prepared in draft and following review by the Consent Holder, shall be submitted to the landowner for comment.
- 37.5 The concept plan shall be reviewed by the landscape architect following the receipt of comments from the landowner, and following such further consideration, investigation and discussion with the landowner and the Consent Holder as the landscape architect considers necessary, taking into account the criteria in Table 1 (attached as Appendix 1 to this Schedule) and the cost and practicality of implementing any specific request. The revised concept plan will be provided to the landowner as soon as reasonably practicable.
- 37.6 Within four months of the date of commencement of construction, the Consent Holder will establish a panel of approved landscape contractors for undertaking the mitigation planting.

37.7 Following acceptance of the concept plan by the landowner, the Consent Holder will write to the landowner with the names of the approved landscape contractors, from which the landowner(s) may select. The landowner and Consent Holder will then be provided with a quotation for carrying out the works from the approved landscape contractor selected by the landowner.

37.8 In the event that a landowner advises the Consent Holder that the landowner wishes to implement the final plan themselves, within 30 days following completion of all work specified in the final plan to the reasonable satisfaction of the landscape architect, the Consent Holder shall pay the landowner the sum of money allocated in the approved concept plan. Where this occurs, conditions [37.7] shall not apply.

Advice Note

The landowner will be responsible for liaising with the relevant landscape contractor and arranging access to the property so that the works can be carried out.

The Consent Holder shall be responsible for payment of invoices from the approved landscape contractor for the works.

Traffic

Roading Upgrades

38 The Consent Holder shall, at its own cost, undertake improvements to the southern access route to the site before any use of the Greens Road site access by construction traffic. This does not preclude use of the Greens Road access for investigation and design, to undertake the necessary roading improvements, or as an adjunct to the roading upgrades (such as for spoil disposal or vehicle storage). The improvements to be undertaken are:

38.1 Benching to improve sight distance on Kahuterawa Road at a location 2.9km south of SH57, in general accordance with Traffic Design Group drawing 8488-3W1 Sheet 13 attached as Appendix [2] to this Schedule.

38.2 Widening, benching and pavement upgrades to provide safe two-way movement on Greens Road, in general accordance with Beca drawing 0848RK222 Revision A attached as Appendix [3] to this Schedule.

38.3 Seal extensions to provide a continuous sealed surface on Greens Road between Kahuterawa Road and the site access, with provision to ensure the design and construction provide an appropriate surface with respect to tyre noise.

[Acoustic Matters

Construction Noise

- 14. *Noise from all construction work shall be measured and assessed in accordance with NZS6803, and shall comply with the noise limits for long-term duration set out in that Standard.*
- 15. *A CNMP shall be prepared prior to the commencement of any construction works and shall be properly implemented at all times. The CNMP shall be generally in accordance with section 8 and the relevant annexures of NZS6803, which detail the relevant types of construction to which the CNMP is to apply, and procedures that will be carried out to ensure compliance with that Standard. The CNMP shall be prepared by an appropriately qualified and experienced acoustic consultant, and shall be submitted to the Environmental Services Group Managers of each respective Council, acting in a technical certification capacity, for review. The outcome of this review shall be provided to the Consent Holder in writing within 15 working days of receipt. Construction activities shall not commence until this review has been obtained.*

Operational Noise (Non Turbine Related)

- 16. *Noise from all other activities on the site (other than wind turbine generator operation, and construction activities including concrete manufacture) shall not exceed the following:*

<i>7.00am to 10.00pm</i>	<i>50dBa L₁₀</i>
<i>10.00pm to 7.00am</i>	<i>40dBa L₁₀</i>
<i>10.00pm to 7.00am</i>	<i>70dBa L_{max}</i>

when measured at or within the boundary of any site other than the wind farm site. For the purpose of clarity, this condition does not apply to dwellings in respect of which the Consent Holder has reached agreement with the landowner. The noise shall be measured in accordance with NZS6801 and assessed in accordance with NZS6802.

Operational Noise (Turbines)

- 17. *The turbines shall be designed, constructed, operated and maintained so that wind farm sound levels L₉₅ shall not exceed the background sound level L₉₅ by more than 5dBA, or a level of 40dBA L₉₅, whichever is the greater, when measured:*
 - 17.1 *Within the notional boundary of any residential dwelling either existing or consented at the date of this consent (excluding residential dwellings on properties on which turbines are located or where the owner has provided written consent to the wind farm); or*

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 - 37.6 Within four months of the date of commencement of construction, the Consent Holder will establish a panel of approved landscape contractors for undertaking the mitigation planting.

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[Acoustic Matters

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Operational Noise (Non Turbine Related)

16. Noise from all other activities on the site (other than wind turbine generator operation, and construction activities including concrete manufacture) shall not exceed the following:

7.00am to 10.00pm	50dBa L_{10}
10.00pm to 7.00am	40dBa L_{10}
10.00pm to 7.00am	70dBa L_{max}

when measured at or within the boundary of any site other than the wind farm site. For the purpose of clarity, this condition does not apply to dwellings in respect of which the Consent Holder has reached agreement with the landowner. The noise shall be measured in accordance with NZS6801 and assessed in accordance with NZS6802.

Operational Noise (Turbines)

17. The turbines shall be designed, constructed, operated and maintained so that wind farm sound levels L_{95} shall not exceed the background sound level L_{95} by more than 5dBA, or a level of 40dBA L_{95} , whichever is the greater, when measured:
- 17.1 Within the notional boundary of any residential dwelling either existing or consented at the date of this consent (excluding residential dwellings on properties on which turbines are located or where the owner has provided written consent to the wind farm); or

