

Crookwell 2 & 3 Wind Farms Minutes**3rd Meeting of Community Consultative Committee 17/05/13**

Action:

Project: Crookwell 2 and Crookwell 3 Wind Farm projects**Meeting No:** #3**Date:** Friday 17 May 2013**Venue and Time:** Crookwell CWA Rooms, 2:30pm to 4:45pm**Documents:**

- Agenda
- Minutes, 2nd Meeting of Community Consultative Committee 12/12/12
- Email from Maurice Newman dated 10 January 2013
- Draft NSW Wind Farm Guidelines

Attendees:

Chair: Don Elder (DE)

Secretary (acting): Tom Mitchell (TM) (Union Fenosa/Crookwell Development Pty Ltd)

Union Fenosa/Crookwell Development Pty Ltd representative members:

- Shaq Mohajerani (Project Development Manager) (SQ)
- Tom Mitchell (Legal Manager) (TM)

Community representative members:

- Chris Croker (CC)
- Jean Dooley (JD)
- Maurice Newman (MN)
- Steve Ward (SW)

Council representative members:

- Cr Malcolm Barlow (Upper Lachlan Shire Council)(MB)
- Cr Paul Culhane (Upper Lachlan Shire Council) (PC)

Observers in attendance:

- Ian Kennerley (Rural Fire Service, Crookwell Division, Southern Tablelands Zone Operations Manager)
- Chris MacKenzie Davey (OEH Representative)(CMD - OEH)
- Humphrey Price-Jones (President of the NSW Landscape Guardians)

Inc)(HP)	
Agenda Item 1: Apologies Apologies: none received	Action:
Agenda Item 2: Declaration of pecuniary interests None	
Rural Fire Service Presentation: Ian Kennerley Further to discussion in the previous CCC meeting, UFWA invited Ian Kennerley to make a presentation to the Committee about aerial fire fighting in the Crookwell region (see annexure at end of Minutes for a full transcript of Ian's presentation) MN: suggested action be taken on information from RFS presentation. CMD (OEH): Noted aerial firefighting was among duplicate issues raised in CCC meetings for wind farms around the area. Suggested OEH act as intermediary to communicate CCC comments to Department and appropriate agencies. MN: Disagreed that OEH should represent Crookwell CCC to agencies. Proposed that a submission be made to the appropriate Minister, as well as to the Commissioner of Rural Fire Services, pointing out concerns raised and seeking some sort of redress to ensure that wind turbines don't cause collateral damage. MB: Noted that the conditions of consent have never taken into account any need for support for the Rural Fire Service. SQ: Discussed contribution paid to local Shire by wind farm developments. MB: Disputed whether the Shire, representing the community, could get any benefit from wind turbines through a community enhancement programme, which UFWA is not obliged to pay. MN: Proposed a motion that CCC write to the appropriate Minister and to the Commissioner of the Rural Fire Service, requiring developers to pay additional funds to the Rural Fire Service. CC: Concerned that State government is increasing its power to levy any type of development in rural NSW. Gave Rural Land Protection Board levy example, when a temporary levy finally became compulsory levy. MN: Disputed relevance of example.	Action:

CC: Disputed relevance of proposing a levy for a fire risk that doesn't exist.

MN: Disputed whether an example of an agricultural levy was relevant to an industrial project.

CC: Said that a wind farm was regarded by farmers as an agriculture project on a farm.

TM: affirmed that UFWA land owners regard wind farming as an integral part of their primary production, harvesting a natural resource and developing useful farm infrastructure.

MN: Disputed whether wind farming was agricultural farming

TM: Described the purpose of the Planning Act as the proper management and development of natural resources and the orderly and economic use of land, including managing land and water, and recognising that there is a natural wind resource to be farmed.

MB: Stated that he thought the planning process had not been as comprehensive as it should have been.

SQ: Noted that for the sake of balance the government would have to impose any new levy across the board for the whole State or not at all, because it is not the business of government to be pick projects that paid levies or didn't pay levies.

MN: Noted that would be for the Minister to decide.

TM: Noted there is a draft guideline for wind farms coming through now, so that may be the NSW government's opportunity to introduce any new levy for the CFA.

DE: Suggested we vote on any proposed motion before considering the mechanics of preparing and communicating the motion to any Minister.

TM: Noted that UFWA would need to see the wording of any proposed motion first.

MN: Suggested that when Minutes are prepared there is verbatim on tape, and do a circular motion which can be approved by email. Said that this should be an imposition upon the developer to provide resources to the community, or to the Fire Chief, or to the Fire Chief through the Council to enhance the firefighting capacity of the area.

Agenda Item 3: Minutes of meeting held 12/12/12

Action:

DE: Proposed confirmation of previous minutes. Opened discussion.

MN: Hadn't seen the Minutes.

TM: Noted Minutes were sent March 4 and 18 February and that any member missing their Minutes in the week before a meeting should give us a call or an email.

DE: Returning to agenda, and agenda items about school bus times and routes, and the legal status of the committee.

SW: Noted previous question about properties that were going to be affected by the neighbourhood agreements and the noise agreements, and asked for clarification.

SQ: Clarified minor typo error. Clarified that all of the agreements are subject to approval of the wind farm.

DE: Delete the words, 'there are two at the moment'.

SW: Asked how many properties would be getting a neighbourhood agreement and how many properties would be getting a noise agreement. Wanted clarification that every neighbouring property within two kilometres of a turbine receive a copy of the proposed agreement. Wanted to know how many properties are actually going to be getting a neighbourhood agreement.

TM: Confirmed that there are 17 proposed agreements.

MN: Requested clarification on the number of noise agreements

TM: Confirmed 3, being 4 dwellings across 3 properties.

SQ: Confirmed that noise is based on the theoretical noise value calculated using conservative assessments of the terrain and various different things, and that any agreement is completely voluntary from the neighbours' perspective.

MN: Requested explanation of the difference between a neighbourhood agreement and a noise agreement specifically.

SQ: Explained the noise agreement refers to when the theoretical noise predictions potentially exceed the South Australia EPA Guidelines and the neighbour agree to accept a slightly increased threshold, and the actual noise at the receptor cannot exceed that agreed higher threshold. We assess the theoretical noise prediction using conservative modelling that assumes that wind is coming from all directions towards the house, but

that's a conservative modelling scenario, not a realistic scenario.

MN: Requested explanation of a neighbourhood agreement.

TM: Said the neighbourhood agreement is offered in accordance with the 'have regard to the draft guidelines' requirement which we've received from the Department, to encourage proponents to have neighbourhood agreements with neighbours with habitable dwellings within 2kms of a proposed turbine to acknowledge and accept that turbine being there.

DE: Proposed to sign the minutes as a correct record.

All: Aye.

DE: Carried. Minutes signed.

Minutes of CCC#2 signed

Agenda Item 4: Business arising from the minutes

DE: Noted business items were (A). Crookwell Rural Fire Service representative information on firefighting. (B). School bus routes and times. (C). Legal status of the committee and I've also written down (D). LEH study on low noise infrastructure

TM: Reported that UFWA contacted the bus companies that run the school routes into Crookwell and out of Crookwell that'll be using the Crookwell Goulburn Road and the Woodhouselee Road. Kerry from the Council, who works with Phil Newham, kindly offered to put those together into a compendium, which is going to be delivered to us by close of business on Monday, by email. The purpose of the conversations with the primary schools and the bus operators was to flag with them that bus routes will be considered in the future, once we get to a point where we're preparing a Traffic Management Plan. Traffic Management Plans get a bead on where the buses are, on what routes, and when they are at different stages of those routes. A timeframe is identified on either side of those identified stages on the routes, and UFWA prohibits certain types of vehicle movements to ensure that, on roads where it may be difficult for a large vehicle and a school bus to be operating at the same time, there is no risk of collision between a school bus and project-related traffic.

MB: Noted difficulty in passing big trucks, and asked about pullover sections between Goulburn and the Woodhouselee turnoff, where there are no passing sections

SQ: Noted previous discussion in committee, and requirement to talk to RMS about augmentation to their road, whether as a temporary or a

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permanent measure.

SW: Described experience of going to Goulburn against the flow of the wind turbines going to Gullen Range coming from the other way, and pulling over against a lead car that comes first on the wrong side of the road, that pushes you over, followed by a police car and a few other cars, and then the large trucks start coming through. You pull over, and you don't get a choice where the pull in bay is. You reduce speed to 40kms, and then you've got to be off on the side of the road.

SQ: Said every Traffic Management Plan responds to different traffic scenarios. I suppose a better alternative might be that, on those sorts of roads where there is no safe spot to pull over, that what they might do is use the escort car to run ahead and stop vehicles coming along that path and hold them at a designated intersections or passages of road until the fleet comes through. The escort and the police car could work in tandem to close and reopen the road again, so there will be rolling delays, but it'd be appropriate, I would imagine, on stretches of road where there's limited opportunity for vehicles to stop safely off the road. Those sorts of sections get identified in a Traffic Management Plan.

MB: Recalled a recent Council meeting when it was said that they'd sorted it out on the Goulburn side of Grundy(?)

MB: Queried whether there was any traffic management arrangement in place for the Crookwell project. Queried whether UFWA had met with Phil Newman (Roads Director).

SQ: Confirmed meeting Newham, and preparation of an overdimensional vehicle Traffic Management Plan prepared by the logistics contractor of the turbine manufacturer. They will have to get a road permit to put the ODs on the road.

DE: Next item arising from the minutes was the legal status of the committee.

Agenda Item 5: Correspondence

DE: Stated that Maurice requested information about the legal status of the committee, given that Union Fenosa and Council will not insure those who are not employees.

TM: Confirmed that Union Fenosa won't be indemnifying committee members that sit on the committee, for reasons that we don't anticipate there are decisions that will come out of this committee that will have a

Action:

deleterious effect on the projects that carry any legal consequence, and because there are committee members who are flagging the prospect of future legal claims against project land holders who are involved in the project.

MN: Declared he was among signatories to legal letters threatening legal action against CW2 and CW3 land holders. Claimed it was ordinary practice on any company board to insure all members, and if there is no cause for concern, that shouldn't create a problem for UFWA to indemnify all members.

TM: Pointed out that the committee is not a company board.

MN: Questioned what happens, for example, if the committee was able to stop the development in Crookwell 2 and 3?

SQ: Noted the development of Crookwell 2 had already been approved.

MB: Queried whether a third party such as a stakeholder landowner might sue the CCC using a 'scattergun' approach to litigation.

TM: Replied that UFWA has an Agreement to Lease that is an agreement that we assess the property, that we conduct all the studies, and that we get the approvals, and then we build the approved turbines at our discretion.

MB: Proposed a hypothetical example where fighting a serious fire is hindered by wind turbines, and the CCC is sued because of the RFS presentation by IK.

SQ: Confirmed this committee is not the consent authority. It's an advisory committee to discuss information and other topics and, ultimately, the Department or the Planning Assessment Commission makes a decision based on the Department's recommendations, and not what we say in the CCC.

DE: Noted that he saw CCC could have a potential liability.

CC: Questioned whether the committee, having been initiated through the State government, should be addressing any questions about liability to the State Government.

TM: Confirmed that the CCC had been selected to represent a range of views, and that the committee had been mischaracterised as something approaching a Board. Confirmed the CCC is a group of people who represent their community that talk about issues to ameliorate the roll out of the project by providing UFWA with information about the area and what you

<p>need to see from us, to whom we provide information about the status of the project for dissemination to the community.</p> <p>MN: Queried whether CCC is entitled to rely on advice that there is no risk to the people in this committee?</p> <p>TM: Stated he doesn't speak to the CCC in any legal capacity, and only gives advice to the employer.</p> <p>PC: Noted that the first CCC meeting discussed liability without any disputes or complaints.</p> <p>DE: Noted a divergence of opinion. Noted the question should form point two of any questions or representations to raise with the Department.</p>	
<p>Agenda Item 8: Company report, with questions</p> <p>DE: Requested further report. No further report, pending new information from the Department.</p>	<p>Action:</p>
<p>Agenda Item 9: General Business</p> <p>SW: Queried when he would receive written information about neighbourhood agreements and noise agreements.</p> <p>TM: Noted UFWA had received draft agreements from our lawyers in the last fortnight.</p> <p>SW: Noted he had had no discussions, since the previous meeting, about that noise agreement.</p> <p>SQ: Apologised for the delay. Since that meeting UFWA had been assessing a worst case scenario for noise to determine how many turbines are actually contributing to that theoretical exceedence.</p> <p>CC: Queried whether payments to neighbours were being paid out per turbine.</p> <p>TM: Confirmed per turbine per annum, depending on how many turbines are within 2kms, and how far away each is from a dwelling.</p> <p>CC: Queried whether Voluntary Planning Agreement had been resolved officially with Council</p> <p>SQ: Confirmed recent discussions, and that a proposal based on the discussions would go to the Councillors next month.</p> <p>DE: Reiterated that CCC was considering making submissions to the</p>	

Minister and the Commissioner. After the minutes are prepared DE would put together a consensus of submissions from the CCC.

SW: Raised a question about whether the 2km neighbour agreement is increased in accordance with CPI

TM: Noted it's a voluntary payment from UFWA, it's not a compensation, and that gifts don't normally get CPI

MB: Noted discussion in first meeting, saying Council position has always been that a per turbine payment for a community benefit should be separate to any recompense to people who are in close proximity.

TM: Noted letter to be sent to John Bell as soon as possible, so that Councillors can consider the VPA offer, and then we can later return with a revised version of our VPA. The revised VPA proposes that where neighbours don't take up a Neighbour Agreement then goes into a VPA fund

MB: Discussed Council's position on the VPA and the Gullen Range payment /turbine/annum versus the ULSC DCP payment/turbine/annum.

SW: Queried why the Council got CPI, and UFWA landholders got CPI

TM: Explained the landowners get a CPIled rental payment because they're providing an ongoing benefit, their land, which ought to retain its value. The neighbours are getting a gift.

MB: Questioned the long term value of the neighbour payments.

TM: Estimated the total payment, over the life of the project, is about \$1.25 million.

MN: Queried whether issues and the objections to the project have been addressed, and had people been contacted to discuss their objections and their submissions?

TM: Noted that responses to submittors had been provided to the Department and to Council. Confirmed that once the Department deems that our response is adequate, it will go up on their website and it's at that point that we can go back to those people who made comments to us to discuss them, either in a letter or with them on the telephone. We have a consultant, Jenny, who has already made a number of phone calls and house visits in the lead up to the public exhibition process. We'll go back to those neighbours and discuss our comments about their submission, referring to our comments which are embodied in this report.

DE: Raised the date for the next meeting.	
Agenda Item 10: Next meeting	Action:
SQ: Noted that the Department doesn't make any decisions quickly, and they still have to put that response document on the website, and then start their assessment, and then make recommendations - that will take a few months.	<i>Next meeting scheduled for 2.30pm, 23 August 2013. In CWA hall unless unavailable.</i>
TM: Proposed 23 August, 2.30pm TBA after booking the CWA room.	
DE: Questioned when Minutes would be available.	
TM: Suggested a fortnight, subject to speed of transcription service.	
DE: Declared the meeting closed.	
MEETING CLOSED	