

# Your Comment on Draft Conditions for the Southland Wind Farm project

Please include all the contact details listed below with your comments and indicate whether you can receive further communications from us by email to [substantive@fasttrack.govt.nz](mailto:substantive@fasttrack.govt.nz).

1. Contact Details			
Please ensure that you have authority to comment on the application on behalf of those named on this form.			
<b>Organisation name (if relevant)</b>	West Catlins Preservation		
<b>First name</b>	Natalie		
<b>Last name</b>	McRae		
<b>Postal address</b>	[REDACTED]		
<b>Home phone / Mobile phone</b>		<b>Work phone</b>	
<b>Email (a valid email address enables us to communicate efficiently with you)</b>	[REDACTED]		

2. We will email you draft conditions of consent for your comment			
<input checked="" type="checkbox"/>	I can receive emails and my email address is correct	<input type="checkbox"/>	I cannot receive emails and my postal address is correct

### Comments on conditions relevant to WCPS:

**Please read these below comments and attached amendments from our lawyer in conjunction. Due to the short timeframe directed by the Panel not all comments below are mentioned in lawyer notes – that does not mean they are any less important.**

**We can't stress enough – that just because this document you are currently reading is prepared by lay people, it is no less important than comments prepared by so called experts.** We found the comments to that effect in the Panel Decision highly distressing for a democratic country. Access to money or lack thereof shouldn't impact decisions of such a significant nature.

### **Definition section:**

- Clean fill – remove addition of concrete and brick.
- Construction activities – ‘installation of any other building’ is too uncertain and this should be qualified as listed in the application.
- Definition of local resident. Assert this would be clearer with a map of Southland/Otago – zoomed in showing relevant areas. Searching up each individual mesh block is not helpful and meshblocks change over time. Also note our comments below that this area is too broad.
- Project/ Southland Wind Farm (project) – delete terms ‘which is also further described’ and amend to ‘as described in’
- TEZ – Need a boundary set back condition here as SDC district plan doesn’t set a standard rural zone setback for wind turbines. This needs to be clearer that turbines cannot be close to boundaries. We assert a fall zone rule should be adopted as a condition ie: A common safe practice (often mandated by other councils) is that the turbine's distance from any boundary must be at least its total height (tower + blade radius) plus 10% so in this case 242m minimum set back from the boundary, including the Public Conservation Land belonging to the Department of Conservation aka Catlins Conservation Park. Definition to state “Means the area within a 200m radius, subject to property boundary condition X, from the identified ...”. Note EC51 turbines within 150m – that trigger to further out than turbines can presently be to neighbouring properties.

### **Conditions:**

#### **General:**

- G1 – remove term ‘general’
- G 3 – does that mean 10 years after commencement of Fast Track Approvals Act?
- G4 – Add WCPS to get notification of construction
- G6A (1) - The accompanying detailed design report must as a minimum: Detail the additional wetland loss and/or impairment caused by construction activities in comparison with the original conceptual design estimates, including a site-by-site assessment quantifying direct loss, edge effects, hydrological modification, and indirect impairment. Where losses exceed conceptual design estimates, the report shall explain the discrepancy and demonstrate what design refinements or mitigation measures have been applied to minimise the additional impact. West Catlins expect the "expert panel" would prefer to have no accountability in this area, and purposefully remain vague in its content conditions. This will be brought to public attention.

- G6A (1h) - The accompanying detailed design report and drawings must as a minimum:
  - o A. Detail all fill disposal sites identified during detailed design that were not assessed at consent design stage, including location, fill volumes, and site selection justification.
  - o B. Demonstrate how each site assessment has accounted for extreme rainfall events, erosion control failure, and the cumulative effects of multiple gully fills operating simultaneously within high rainfall catchments, including combined sediment loading and the capacity of downstream environments to absorb those effects without significant degradation.
- G14 (new clause) – If wind is no longer the best renewable energy source, and a more efficient power source is available, the Southland wind farm should be immediately decommissioned as per the decommissioning conditions

**Management Plans** – We highlight the uncertainty of the draft conditions by deferring everything to a management plan which bypasses public scrutiny. The most affected people (despite your draft decision to the contrary) the local community - have no say in the management plans. Its too uncertain and kicks your duty to touch. The Panel have a duty to ensure the conditions are fit for purpose, not palming them off to other entities to create and review. This has created uncertainty for the benefit of the Applicant and no one else.

- MP1 – why is it just Te Ao Marama Inc that gets a say on the suitably qualified and experienced person?
- MP1 Management Plan Certification Process. A stand alone Water Quality Management Plan (WQMP) shall be prepared to address the significant water quality risks posed by the scale of earthworks associated with the Southland Wind Farm development. The WQMP shall document baseline monitoring data for all impacted streams, rivers and creeks, establishing defensible pre-construction conditions across key water quality parameters including turbidity, TSS, pH, dissolved oxygen, and electrical conductivity. These baseline conditions shall be monitored continuously throughout construction to detect any deterioration attributable to earthworks activities. The WQMP shall include site-specific trigger levels, response protocols, and reporting requirements to ensure adverse impacts on receiving waterways are identified and remediated before significant or irreversible harm occurs. The fact that a WQMP hasn't been proactively pursued is indicative of the lack of concern for environmental consequences by the panel and Contact Energy. This data point will be public and persistently brought to the community's attention.

- MP4 – Contact should not be able to choose the independent management plan reviewers. As highlighted in our previous comments we believe the majority of their ‘expert reports’ to contain several flaws. The advice note is too vague to add any real benefit to critique the appointed people suggested by Contact. District and Regional Councils should be able to submit their own suggestions.
- MP9A remove the term ‘general’ for certainty.
- MP10 – Minor amendments definition should be inserted in the definition section, not as advice.

### **Wind Farm:**

- WF3 – delete similar – replace with identical or same. Removes ambiguity. All wind turbines constructed within the Project Site must be of ~~a similar size~~ **the same** size, type and have three blades. (Note gives it the same wording as WF3A which notes ‘the same’). Effects on visual and landscape have not been conducted on the basis of turbines being similar but not identical.
- WF4 – All wind turbine towers must be sited to achieve a minimum setback from the external property boundaries of the Project Site equal to, or greater than, the length of the turbine blade, to ensure blade overhang over such boundaries does not occur. Did you know with this present condition an offal hole has to be situated further away from a boundary than the wind turbine? A turbine will be visible everyday whereas an offal hole is only a nuisance depending on which way the wind is blowing (no pun intended). (Page 20 of conditions). Contradictory WF5 has a greater setback of 140m (height of the masts) than the turbines – despite the turbines being 80metres higher than the masts! Again, the idea is about protecting neighbours from fall over – so let’s go the height of the structures plus 10% for precaution. The recent Labour Weekend storm in Southland which saw only 40m high trees topple over like trampolines in the wind – proves this is prudent for health and safety.
- WF5 (b) – given the height of the masts, again it would be prudent to have a further set back from ecological areas of high value. We propose 50m.
- Please confirm if ‘height of the mast’ and ‘maximum height of the main structure of the permanent meteorological masts’ are the same height? If yes WF7 says cannot exceed 140m which would mean a turbine 220m could be closer to the property boundary than the mast. As highlighted above this doesn’t make sense.
- WF8 – how do Contact not know yet whether transmission line is single or double? Given the prevalence of this project all design outcomes should be locked in.

- WF15 (4) – all buildings within the GIP must be muted recessive colours and non-reflective. This should also be inserted into WF13 for the electricity substation. (WF20 also states it for the operations and maintenance building).
- WF24 – is commissioning the correct timeframe wanted here? Should it not be construction?
- WF25 (1) – Any lighting on the turbines and other structures within the Project Site required specifically for aviation safety purposes must comply with the CAA determination based on the final Project Layout in accordance with G6A. G6A makes no mention of CAA. Amend to be clearer.
- WF25 (2) – there needs to be a new condition inserted here that the two wind farms will co-operate to ensure the flashing lights are in sync. Despite the Panel finding no cumulative effect – residents who live here will disagree if the two wind farms side by side are flashing at different times.
- A new WF25(3) be inserted requiring Contact to upgrade the lighting on the turbines and other structures within the Project Site as technology improves. Given this has been included for the bats but not necessarily known as commercially viable – it seems reasonable to request it for humans who enjoy the night sky also. Contact had previously discussed with us the idea of flashing lights that are activated by oncoming airplanes etc, so we don't have to watch the unknown amount flashing at Kaiwera, plus 16 here flashing in a currently impeccable dark sky.
- WF26 – Given our previous comments about the accuracy of the reports prepared by Contact – we query on what basis the Panel are relying on the findings of those reports to only give this opportunity to approximately 16 homes. There needs to be a new clause inserted to state that if during construction, a dwelling owner believes the Project is having visual effects on their property, then they too can apply for this mitigation. Otherwise, it's only being based off plans and the actual effects may differ drastically once people have an opportunity to view 55 220m turbines in their backyard. This seems fair and reasonable. If Contact are so confident the effects are minimal, they will have no problem providing this.
- WF26(1) - Remove words 'indoor and outdoor living areas' Too vague – is this just referencing the lounge area but say not a bedroom that faces north.
- WF26 (3) – is this necessary? Given the Panel's findings. Is this not what Contact assert they have already done as part of the application. Dwelling owners need to also agree on suitably qualified person otherwise Contact will just get the same 'experts' who we don't believe did a fair job.
- WF26(4)(c) isn't fair. The dwelling owner has no say in who does the report, and then if they don't like the result – Contact are deemed to have complied. This is absolute BS. There must be a step between Contact not being required to do

anything further and the dwelling owner not agreeing to the proposed planting or money offered. This would seem only fair and not that onerous.

- Proposed new condition WF27: “The proposed three (3) turbines and monitoring mast on Glencoe are removed from the Project, and the turbines along the scarp are set back by at least the TEZ”.
  - o The TEZ we reference above, is our wider, safer definition, not the narrow one proposed by Contact.

### **Construction:**

- ESCP Erosion and Sediment Control Plan g) Installing monitoring equipment for baseline environmental monitoring, including water quality monitoring devices in local waterways. Name the 'local waterways'. The fact that the 'local waterway' was not even named and individually identified implies the substantial lack of consideration of construction impacts on the receiving waterways. West Catlins considers this evidence that environmental damage and degradation was ignored by the "expert consenting" panel, which minimised and outsourced to low resolution compliance. This will be a permanent metric of long-term damage.
- CM2(2)(h) – We understood the application read that waste from the ablution facilities would be removed from the site, why is there now an opportunity to treat and dispose on site?
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- CM3(3)(a) – ‘extent practicable’ leaves scope for Contact. Who is deciding this? Too vague.
- CM3 4(di) - The location and design of fill disposal sites within the Project Site shall confirm compliance with the following requirements:
  - o No fill disposal shall take place within 50m of any wetland (including fen and bog) or high or very high ecological value habitat, or any area with direct hydrological connectivity to such features.
  - o Prior to confirming the location of any fill disposal site, wetland boundaries shall be surveyed and delineated in the field by a suitably qualified wetland ecologist in accordance with current New Zealand wetland identification methods. Buffer distances shall be measured from the delineated wetland margin, not from any boundary identified during desktop or conceptual assessment.
  - o Where a fill disposal site is located within the same catchment as a wetland of high or very high ecological value, the detailed design shall demonstrate that overland flow, subsurface drainage, and any sediment or leachate from the fill site cannot reach the wetland under both normal conditions and extreme rainfall events.

- No fill disposal shall take place within any gully, depression, or low-lying area that exhibits wetland characteristics, ephemeral or permanent waterlogging, or hydric soils, regardless of whether such areas were identified as wetlands during the conceptual design phase.
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- CM3(4)(d)(iii) amend to 20 degrees so conditions are consistent with rules farmers have to comply with in rural zone.
- CM3(4)(d)(v) remove term 'general' – too vague.
- CM3(4)(g) – as soon as practicable following completion of the earthworks in accordance with the TEMP is too vague. We have not reviewed the TEMP. Needs a specific timeframe, and should be as the Project continues, not at the completion.
- CM3A (2) - include clause 2f;

A receiving waterway water quality monitoring programme for **all** streams, rivers and creeks within and adjacent to the Project Site, prepared in accordance with the standalone Water Quality Management Plan (WQMP) and established prior to construction commencement. The programme shall include:

- i. Monitoring locations established at paired upstream and downstream sites on all watercourses receiving or potentially receiving runoff from the Project Site, with additional monitoring at all site discharge points, baselined against pre-construction water quality conditions prior to any earthworks commencing;
- ii. Monitoring parameters including as a minimum turbidity, total suspended solids (TSS), pH, dissolved oxygen, and electrical conductivity, measured at a minimum frequency of weekly during active earthworks, and increased to within 24 hours during and immediately following any significant rainfall event;
- iii. Site-specific trigger levels for each parameter derived from pre-construction baseline data, with a tiered response framework requiring escalating actions upon exceedance including cessation of earthworks within the affected catchment, immediate inspection of all erosion and sediment controls, remediation of any failures, and notification to the Regional Council within 24 hours; and
- iv. Reporting of all monitoring results to the Regional Council at monthly intervals during construction, with immediate notification required within 24 hours of any trigger level exceedance or confirmed adverse effect on a receiving waterway.
- CM5 No receiving waterway performance standard.

- All standards in clauses (a)–(h) are device or site-based where they measure what leaves a sediment retention device, not what arrives in the stream. There is no performance standard tied to actual water quality in receiving waterways, meaning full technical compliance with every clause could still result in significant harm to downstream ecosystems.
- CM5 - No specific provision for high-risk periods. There is no requirement to cease or restrict earthworks during extreme rainfall forecasts, nor any heightened standard for works within riparian margins or wetland catchments during the highest-risk construction phases. This is inconsistent with the NPS-FM 2020 and the SWLP on the following grounds:
  - Policy 3 of the NPS-FM 2020 requires freshwater to be managed on a whole-of-catchment basis, accounting for the cumulative effects of land disturbance on receiving environments. The proposed conditions contain no mechanism for managing catchment-scale sediment loading during storm events — precisely when the risk to receiving waterways is greatest and irreversible harm to aquatic ecosystems most likely. Schedule 1 of the NPS-FM 2020 identifies sediment as a compulsory freshwater attribute, requiring councils to set objectives and take active steps to meet them. Consent conditions that impose no heightened obligation during the highest sediment-generating events of the entire construction programme are incapable of giving effect to that requirement. The SWLP independently mandates integrated management of land and water, recognising the direct connectivity between land disturbance, surface runoff, and freshwater quality. The Southland Wind Farm is located within steep, dissected terrain with thin erodible soils and some of New Zealand's highest rainfall intensities — where sediment delivery is event-driven and the majority of annual sediment load reaches waterways during a small number of extreme rainfall events. The proposed conditions not only fail to address this risk, but under CM5(h) actively remove the applicable performance standard during those very events. The conditions fail to give effect to Policy 3, the sediment attribute obligations of the NPS-FM 2020, and the SWLP's integrated management framework, and should not be granted in their current form.
- CM5(d) 'stabilised as soon as practicable' – this leaves too much scope for Contact. Put a timeframe on it. Such as 10 working days.
- CM6 - fails to give effect to Policy 3 of the NPS-FM 2020, which requires freshwater to be managed on a whole-of-catchment basis accounting for the cumulative effects of land disturbance. CM6 sets no design storm standard for diversion bunds, no construction or compaction specification, and no maintenance or inspection requirement. In Southland's high rainfall

environment, bunds that are undersized or poorly constructed will fail during the very events that pose the greatest risk to receiving waterways and indigenous freshwater habitat. The 'where practicable' qualifier for contour-following alignment is undefined and unenforceable, and is inconsistent with both Policy 3 and the SWLP's integrated land and water management framework. The condition must be amended to include a minimum design storm standard, construction specifications, and mandatory inspection requirements.

- CM7 - fails to give effect to Policy 3 of the NPS-FM 2020, which requires freshwater to be managed on a whole-of-catchment basis accounting for cumulative effects of land disturbance. CM7(e) requires water quality monitoring at monthly intervals only — a frequency structurally incapable of detecting or responding to rainfall-driven sediment discharge events that occur over hours, not months. CM7(2) compounds this by only requiring remedial action where exceedances are attributed to rainfall events exceeding the operational capacity of sediment controls, effectively allowing the Consent Holder to attribute failures to rainfall rather than inadequate design. CM7A's mixing zone standards are lagging indicators of harm — by the time fine sediment bed cover and water clarity thresholds are reached, significant and potentially irreversible damage to benthic habitat and indigenous freshwater species will already have occurred. The conditions do not protect freshwater values — they record their deterioration, and are inconsistent with Policy 3, Policy 9 of the NPS-FM 2020, and the SWLP's integrated management framework.
- CM7A - fails to give effect to Policy 3 and Policy 9 of the NPS-FM 2020 and the SWLP's integrated management framework. The mixing zone standards rely on an undefined and unenforceable 'reasonable mixing zone', measure relative change between individual upstream and downstream sites with no catchment-scale cumulative standard, and are lagging indicators of harm — by the time fine sediment bed cover and water clarity thresholds are reached, significant and potentially irreversible damage to benthic habitat and indigenous freshwater species will already have occurred. CM7A(2)'s assertion that standards apply at all times is directly contradicted by CM5(h)'s 48-hour exemption during 2-year ARI events — the very events that pose the greatest risk to receiving waterways. The conditions do not prevent harm to freshwater values — they measure its aftermath, and are inconsistent with Policy 3, Policy 9 of the NPS-FM 2020, and the SWLP's integrated management framework.
- CM8 - fails to give effect to Policy 3 and Policy 9 of the NPS-FM 2020 and the SWLP's integrated management framework. CM8 permits removal of erosion and sediment controls on the determination of the Consent Holder alone, with no requirement for independent certification that stabilisation is permanent, no post-removal monitoring of receiving waterways, and no seasonal restrictions on

when controls may be removed. In Southland's high rainfall environment, newly stabilised surfaces remain vulnerable to erosion for an extended period following earthworks completion. Removing controls in advance of Southland's high rainfall season, even from technically stabilised areas, represents a foreseeable and unacceptable risk to receiving waterway quality and indigenous freshwater habitat. The condition as drafted provides no assurance that freshwater values will be protected following control removal, and is inconsistent with the SWLP's integrated management obligations and Policy 9's requirement to protect indigenous freshwater species habitat.

- CM11 – ‘refuelling must take place at least 20m away from a stream’. What definition of stream is being used? This should also include watercourse and wetland.
- CM13 - fails to give effect to Policy 3 and Policy 9 of the NPS-FM 2020, SWLP Rule 55A, and the SWLP's integrated management framework. The condition references Auckland Council's erosion and sediment control guidelines for in-stream works in Southland — a guideline calibrated for an entirely different physiographic environment and wholly inappropriate for Southland's high rainfall, ecologically sensitive waterways. The 20-year ARI diversion standard is inadequate for Southland's hill and high country zone where this threshold can be exceeded multiple times in a single construction season, leaving in-stream works exposed to uncontrolled sediment discharge. The 24-hour fish passage restriction is inconsistent with Rule 55A and the NPS-FM 2020's obligation to protect indigenous freshwater species habitat, with no requirement to avoid works during migration or spawning seasons. The restoration obligation in clause (k) is rendered meaningless by the 'as far as practicable' qualifier, and there is no post-works monitoring requirement to confirm ecological function has been restored. The condition as drafted does not adequately protect in-stream values and is inconsistent with Policy 3, Policy 9 of the NPS-FM 2020, and SWLP Rule 55A.
- CM21(c) again use of term ‘stream’ – needs defined in conditions. We assert watercourse would be more appropriate.

#### **Decommissioning:**

- DT1 – this could be broadened to include if any 1 turbine is not generating electricity for a continuous period of 36 months – it will be taken down. This seems a minor thing to ask for given the significance of this skyline to locals. We also request that the time frame is changed to 24months as two years of no electricity from a project is a really long time.
- DT3 – again deferring to a management plan is bypassing public scrutiny.

- DT – it is not clear from reading all these pages – how long the term of the consent actually is.

### **Noise:**

- NO 2 – pretty hard for the people who are actually going to live with the noise to have any say on it when Contact are engaging someone to prepare the CEMP and its very vague in NO3.
- NO3 (f) what is definition of ‘nearby residents’ – we have already outlined that the sounds from the top of the hill will vibrate/echo down into the Mokoreta Redan Valley. If ‘nearby resident’ is as small a group as the Panel chose to get comments from – then it’s already incomplete.
- NO7 – there should be an allowance for advancement in wind technology given that large scale wind turbines of this size were not readily available in NZ when the 2010 standards were drawn up. They are already 16 years old, perhaps 18-20 by the time construction starts. If updated standards are made this should be adopted into the conditions. That really isn’t that hard to comply with given the local residents will have to live with these effects for potentially 60 years.
- NO8.3 – amend to state that double glazing will be offered to those dwellings affected by noise.
- NO10 – insert a clause requesting that if there are advancements in wind farm technologies which produce quieter turbines – then Contact will adopt these technologies.

### **Ecological Management:**

- EC1(2)(a) – ‘during and after the construction phase’ – amend to during construction and operation.
- EC9 delete words ‘as soon as practicable’ A timeframe is enforceable and clearer for all parties.
- EC11(3) – Change to ‘and thereafter annually until 5 years’. This is clearer than the current wording which implies only the first year of reporting during construction is required.
- EC11B f. – is this compensation going to SDC and presumably Ngai Tahu? Should it be added that any compensation will be added to the community fund. Suggest adding that the CommunityEngagement Group also be advised of this loss of wetland. Then amend EC11B(g) accordingly.
- EC12 – Lizard Management Plan. Again this is surpassing the public scrutiny requirement.
- EC15A(6) – change 1 year to 2 years to ensure species have adequate time breeding and off-spring have a chance of success?

- EC15B(5) – this is too vague. There are no limits put on this. Basically, the Panel have shrugged off their requirements for a later date and commentators have no chance to submit on any methods.
- EC16 – to ensure this has meaning and can be implemented on site, all contractors and staff working on the Project Site should be suitably trained in identifying the unique flora and fauna so the people know what to look out for. This is particularly important given EC82 also.
- EC18 – prior to commencement of the Project, Contact must provide a research institute or environmental organisation with a one-off grant payment of \$30,000 for research or management of Tautuku Gecko. While this is laudable, we have obtained advice from a Senior Scientist at the Bioeconomy Science Institute who has advised that \$30,000 would not go far today in the science realm. Particular if an entity charges on a per time basis (as Contacts Solicitors will well understand) like the Bioeconomy Science Institute. We suggest a more appropriate level of funding would be in the vicinity of \$100,000 which would allow for higher potential gains in this field to be achieved.
- EC26 – Contact will pay a research institution or environmental organisation with a one-off grant payment of \$30,000 to research the development of best practices for translocating notable indigenous invertebrates. As stated above - \$30,000 is not sufficient to make any grounds in the industry. Again, we request that a more appropriate level of funding would be in the vicinity of \$100,000.
- EC29(f) – how will the pre-construction baseline avifauna population surveys be carried out? This appears to be left undefined. A minimum needs to be asserted for clarity. Having this only included in the AMP means we cannot review or comment on the effectiveness of such methods. Where is the transparency?
- EC31 – is ‘surveyed vegetation clearance footprint’ defined somewhere? Surely this needs an independent person to supervise this work – appointed by the District Council, but paid for by Contact to ensure honesty and transparency as EC31(3) will make it hard to prove any evidence to contrary.
- EC32(c) – Again, this is not very transparent if Suitably Qualified person is appointed by Contact. There may be undue pressure put on them by Project lead (and higher up people) to look the other way, or make exclusion zone area smaller. Delete EC32(c) and EC33(d).
- EC33(g) – Remove. New section to state “Exclusion zone to remain in place for duration of the Consent’, as Falcon are known to return to the same spot to nest each year.
- EC35 – amend to be until completion of construction as otherwise this is quite meaningless data. Commissioning can be ‘1’ turbine’ per definition section.

- EC36(1) also pointless given ‘commission of wind turbines’ means 1 turbine, it would be better to retain this condition until construction of 55 turbines is completed. Otherwise, if the turbines chosen to be constructed first are in an area of less significance to birds the information will be skewed.
- EC36(2)(a) Why is Glencoe excluded from Monitoring? Amend to include.
- EC36(4) – really like this. Avifauna monitoring for the life of the project (even if only every 5 years).
- EC37(2)(a) – again, ‘following the commissioning of the first wind turbine’ for a minimum of 3 years, we believe this isn’t strong enough as commissioning is only 1 turbine minimum and mortality is likely to increase as more turbines are built. An understanding from Contact that the project is likely to be built in two years isn’t actually confirmed. Amend to be following the commissioning of the first wind turbine, and during the construction of the wind farm, quarterly (during each season) for a minimum of three (3) years.
- EC37(2)(b) – What does this even mean in practice? The chances of missing a bird mortality are high (and hiding one even higher). EC37A(c) leaves this fairly open ended. Too much scope in Contacts favour. Tighten up this clause so it has actual meaning, and also amend timeframe to be Thereafter, quarterly, once every two years... “
- EC37A – reference to AMP is again too broad and does not give public scrutiny over the detail. The devil is in the detail.
- Insert a new condition bequeathing money for bird mortality and large scale windfarm data research. As listed above for EC18 and EC26 this should be in the vicinity of \$100,000. We also query why there has been no mention of a research grant for the birds to date.
- To clarify – EC37B – we do not believe that the Eastern Falcon/Karearea should be a 2 on the mortality compensation trigger. Amend to 1. Kereru, Amend to 3 as conservation dependent.
  - o Any other indigenous or taonga bird species not listed above – 50. That’s an awfully large amount of dead birds. Who on earth came up with that? Amend to 20. Still a large amount of dead birds but not ridiculous like 50.
- Is there an EC37C? (page 52-53)
- EC37E – where is the requirement on Contact to change behaviour? Amend
- EC37E(2) to state work will not continue on the Project Site until the report outlining the possible cause is submitted to the District Council.
- EC37E(3)(b) amend New Zealand to Southland / Otago
- EC38D(a) – rather than the Expert Aviation Panel just reviewing the AMP – it would be more prudent for the Expert Aviation Panel to actually do EC27 and

EC29 as well. Rewrite to conditions to extend Expert Aviation Panels role to include this.

- EC38D(b)(i) amend typo – EC37E(b) change to EC37E(2)
- EC38D(b)(ii) – typo EC37(b)(ii) change to EC37E(3)(a) and (b).
- EC43(2)(a) – remove word -general from ‘in general accordance with’
  
- Ec51 – 20 plants per hectare is minimal JSEEA; plants per hectare is not defined in CTESPA; are all of the Davidson Road areas stock exclusion? Is planting of the tracks in JSEEA additional to the 20 plants per hectare above (and if not has this been taken into account when calculating benefits); are the discrete areas of planting on Jedburgh Station stock excluded?
- EC57 Why is pest control, especially possums, limited to the specific areas? The application stated pest control across the Project Site.
- EC63 – surely the Panel don’t mean that this condition must only be followed during 1 October and 30 April. Contact could just use the timeframe outside of this to clear the area and then not comply with this requirement. Further, who makes the bat roost tree identification and assessment? Are they appropriately qualified and independent of Contact.
- EC66(1) Again as previously stated we do not believe that curtailment is sufficient. Contact have not proven that the benefits of the Project are so high that 9 turbines affecting a rarely found species in New Zealand – should not be built, rather than using curtailment. Further, the Panel have not detailed in their decision any evidence of their own about the benefit of the project, the Panel have simply relied on Contacts evidence. We propose amending EC66(1) to state – the turbines listed below will be removed from the Consent.  
Regardless of that, we discuss the flaws in the conditions of bat curtailment below:
- EC66(4) – What happens if bat detection system which is acoustically based live curtailment at 135m high system doesn’t work adequately? Subsection (5) only talks about achieving subsection 4, which only requires the technology to be commercially available BUT importantly doesn’t stress any outcomes of the technology. The condition needs to go further as the importance of the bats deserves it.
- EC66(6) – is enough really known about the behaviour of these specific long-tailed bats that the sensor can just be removed? Wouldn’t it be more appropriate for a large corporation like Contact to leave them up, and if one breaks due to weather then replace it. This is very lenient.
- EC66(7) – again, 1 turbine versus 9 turbines is quite different. This condition does not go far enough – should remain in place for at least 3 years post construction

of all 9 turbines. Imagine the research that this might make available on the little understood Catlins Long-Tailed Bats.

- EC67(1) “is not effectively managing adverse effects” is unclear and subjective. Remove word ‘effectively’ and ‘adverse’.
- EC67(2) – is so specific. What percentage will this realistically occur? Contact have in their opinion done so much research into the windfarm, surely they have data on this. Amend EC67(c) to state ‘when one of the following occurs’ – animals don’t always conform to written specifics before taking flight. We also believe curtailment should be year-round – not just Feb to April. We note even monitoring is Nov – April.
- Ec72(1) amend 10 years to every 3 years. These are critically threatened species.
- EC73(2) is so weak its embarrassing. Annual monitoring must include two surveys, and at least one during February and April. We have already pointed out how limited bat detecting surveys can be, surely this is not enough.
- EC77 – currently allows compensation to go to other areas. This needs reworded to benefit Southland/Otago long-tailed bats.
- EC78 – given the contribution being paid to DOC and the advice notes about what the money is going towards – tracks, traps and other methods (aka 1080), monitoring of birds. We propose a new condition be inserted also requiring financial contribution to a research group to better understand Long Tailed Bats in the Catlins.
- We query why feathering is not considered here?
- Did we miss the requirements for bat deaths and what happens if one is found? This seems crucial.
- EC81 – where is the condition that all fauna mortalities need to be documented during construction and operation, not just those listed.

#### **Stakeholders:**

- SC2(a) saying the Stakeholder Communication and Engagement Management Plan will contain details of the procedure for inviting community members doesn’t allow us any certainty in the process. It’s been kicked down the line to a later date that commentators have no say in. ‘Community member’ is also not defined – change to Local Resident. Add in after (c) – Preference will be given to 1 member of West Catlins Preservation Society being selected as a Local Resident. Given our previous request for a member of West Catlins Preservation Society to be included on the Community Liaison Group, we would like confirmation in the conditions that being an opponent to the Wind Farm will not be detrimental to getting a place on the committee. This is important because we are going to be the worst affected community and there is no guarantee that any funds will actually come back to our area. We need a seat at the table.

- SC10- The term local community is not defined. Stipulate Waihopai Toi-Toi area as 'community' given largest affected group and preference given to projects in the Mokoreta/Redan/Wyndham/Glenham/Mimihau/Tuturau area over others in the Toi-toi area. A map could be drawn up easily highlighted preference for projects from this area specifically given priority over others so the money is actually going to the affected area. Delete SC10(3) as area is too wide.
- SC10(2)- Error, two subsection (2), The one stating The Consent Holder *may* distribute grants ... amend to must. Otherwise appears Contact can override Community Liaison Group. Also where are the timeframes around this, given this is all to be in another management plan there is actually no certainty here.
- We would like to again respectfully highlight to the Panel that \$200,000 on commencement and \$70,000 thereafter annually doesn't actually go that far. There has been no quantification of whether the fund is significant for the adverse effects of a project of this scale. Windfarms in the North Island are not relevant here, and neither are small scale projects in Southland – as noted this will be the biggest wind farm in the country so there needs to be some serious benefits to the community. Not just tokenistic box ticking like at present. The Panel have failed to make a conclusion as to the scale and significance of the effects and therefore could not conclude the compensation was adequate.  
 A new pavilion for the Wyndham A and P Show Grounds has quotes between \$300,000 - \$800,000 thousand, the renovations at the Wyndham Rugby Club are quoted at \$400,000. The Wyndham & Districts Museum building which no longer exists is expected to cost at least \$500,000. Further, the Wyndham Racecourse is currently rebuilding grandstand and function rooms (approx. \$1 million). These are just 4 projects in Wyndham alone, and given the drastic change to our environment – we suggest the initial contribution would be better placed to actually help the adverse affected community if it started at a more appropriate \$1 million dollars, one off contribution, then an annual \$100,000. This is particularly important if the area is kept so wide as stated in SC10(3), but again we note 'local community' is not defined and priority is only given to the very large area stated in SC10(3). In a 1-billion-dollar project, that is not an unreasonable amount being requested. This would make a huge impact on our local community and actually ensure some benefit stays in Wyndham area.
- SC10(2)(a) and (b) delete (indexed annually for inflation) and replace with (CPI adjusted).
- TW8 – amount should be disclosed for transparency.
- TW10 - We also note to the Panel that we requested similar benefits as those listed in TW10 for our cultural diverse area including a scholarship for a Menzies College Student heading to University/Polytech and free power for the Wyndham

Primary School, Menzies College, Wyndham Swimming Pool, instead this was turned down and free power is going to be given to a Marae as far away as Riverton. Has everyone forgotten about the local affected community? The Panel specifically notes that culture is not limited to Maori in their decision and then no effect is given to addressing residual cultural effects of non-Maori.

- We propose a new SC11 “Prior to construction the Consent Holder must establish a fund for the purpose of addressing the residual cultural effects and support the wellbeing of residents of the most affected communities of Glenham, Redan, Mokoreta and Mimiha (this is separate to the Community Benefit Fund).
  - o The Reason for suggesting SC11 is because the Community Benefit Fund is much further reaching than the most affected communities, thereby not addressing the significant negative affects this project has on these residents. Further it addresses and acknowledges the cultural significant of these communities with long-term relationships with the land. We note the Panel did not define the community that is bearing the burden of the Project and the Panel have not ensured that compensation is to be received by the burdened community.
- We propose a new SC12 – The Consent holder will offer to the communities listed in SC11:
  - o Provision of power to the three community halls and the Wyndham Rest Home, at no cost, and support for these facilities to become energy self-sufficient; and
  - o An education / scholarship / training to employment fund, with sufficient funding to provide full support to at least one (1) resident each year.
- We propose a new SC13 – If adverse effects of the wind farm are proven to have significant detrimental effects to people’s health, an independent study shall be done (at Contacts expense) and operation of the wind farm stopped and decommissioned.

We have a responsibility to bring public attention to every process, every person, every decision made in the belligerent destruction of the community's hill country. West Catlins has already produced a short form video which has garnered tens of thousands of views, comments and shares. West Catlins intends on pursuing OIA requests, deep analysis and accountability mapping of why and how this project was allowed to circumvent the EPA, the RMA and be granted unimaginable freedom to destroy flora and fauna. You're welcome to see our first video here - <https://www.facebook.com/reel/2785062928358996>.

Thank you for taking the time to read these comments.

## **Condition comments from our Lawyer:**

### **Kristy Rusher, Port Hills Law**

These points are in addition to those already mentioned by the members of the group:

#### Bats & Turbines-

In Australia bat research found that turbines should be delayed in spinning below certain windspeeds to avoid bat deaths

<https://www.theguardian.com/environment/article/2024/aug/21/australia-wind-turbines-simple-tweak-save-bat-lives-study>

Here is the science

article: <https://academic.oup.com/bioscience/article/74/4/240/7639565?login=false>

Here is the DOC research article. The decision notes that DOC considers Contact has not adopted these protocols:

<https://www.doc.govt.nz/globalassets/documents/conservation/native-animals/bats/bat-recovery/bats-and-windfarms.pdf>

The conditions could prescribe a minimum cut-in speed for sunset to sunrise throughout the year, not just Feb to April given that this bat species is critically threatened. The difficulty here is that the DoC expert's advice was taken to mean Feb – April was the only period that curtailment would be required. The turbines could also be programmed to “feather” during periods of bat activity.

#### Birds & turbines

The conditions amount to counting the dead birds & reviewing consent conditions. There should be provision for curtailment of the turbines if the trigger levels are exceeded, then consent conditions should be reviewed.

There is no basis for reducing the monitoring of avifauna after the first three years of operation.

There is no baseline cut-in speed or a curtailment programme or turbine feathering if critical species are colliding with the turbines.

#### Pest Plants

There should be a condition that requires all materials (eg road gravels) coming on to site are weed seed and weed free.

### Pest Species

Should the use of Pindone and 1080 be excluded from Aerial pest control?

The coverage of traps seems very thin and there is no frequency specified for re-baiting.

### Turbine construction

The consent conditions should prescribe that turbines next to high value sites are installed last – and installation is to occur in a staged approach to allow species to relocate.

### Turbine operation

There are no restrictions on blade sizes, feathering and no restrictions on replacement with bigger, taller turbines and blades.

### Consent Duration

The land use consents under section 104 should have an expiry date specified to match the 30 life span of the DoC concession so that all matters and conditions of consent can be updated at that time.

### Project Decommissioning & Turbine “Refresh”

This consent condition should say that if the consents/concessions/wildlife authorities expire & are not renewed, then the turbines need to be removed within 12 months of the consent authority’s decision.

It is typical for decommissioning works to be secured by a bond – that is to ensure that if the company changes ownership or management policies that there is certainty the decommissioning will occur.

At para 792 of the decision, the proposal is to “refresh” or replace the turbines at year 30 – this will all require new effects for decommissioning and replacement construction works – the Panel has imposed no conditions for this programme of works. Many of the ecological conditions of consent are set to expire at a much earlier date. There is no restriction on the consent conditions for the size and power (and thereby greater effect on Bats) for new turbines.