

File ref: FTAA-2509-1100

9 June 2026

Far North Solar Farm Limited
C/- Richard Homewood
By Email: [REDACTED]
CC: [REDACTED]

Tēnā koe

Request for information from Far North Solar Farm Limited in relation to the Point Solar Farm application under the Fast-track Approvals Act 2024

The Point Solar Farm Expert Panel (the Panel) has directed the Environmental Protection Authority (EPA) to request further information (RFI) from you under section 67 of the Fast-track Approvals Act 2024 (the Act), relating to the Point Solar Farm application.

At the direction of the Panel, the EPA is seeking further information from Far North Solar Farm Limited regarding **the following**:

1) Potential Conflict Issue

The Panel has become aware of a separate application by Far North Solar Farms Ltd (FNSF) for the proposed Waipara Solar Farm in the Hurunui District that is being heard by independent commissioners. In particular, the Panel observes that the eleventh minute of the independent commissioners identified issues as to the independence of the Renewable Engineering Group (REG) who produced the Fire and Emergency New Zealand supporting report. A copy of that minute is attached to this RFI (see Attachment 1).

The Panel also observes that in relation to The Point Solar Farm (TPSF) application, that REG similarly prepared a Fire Risk Assessment report ([Appendix W of the substantive application](#)), as well as, the Traffic Impact and Construction Traffic Management Plan dated 28 Jan 2026 ([Appendix 2 of RFI Response of 9 Feb 2026](#)) and Expert Noise Memorandum RFI Response 2.4 Construction Noise Effects : Alan Fordyce Property dated 28 April 2026 ([Appendix 4, of RFI Response of 30 April 2026](#)).

The Panel requests the following information:

- 1 Please advise as to the relationship between TPSF and REG, including any direct or indirect or beneficial interests or links that exist between the two entities.

- 2 Specifically, please provide the name/s, experience and qualifications of the authors of the Expert Noise Memorandum RFI Response 2.4 Construction Noise Effects: Alan Fordyce Property dated 28 April 2026 and any direct or indirect links they may have to TPSF.
- 3 By way of overview, please comment on the independence of REG in the preparation of the documentation prepared for TPSF application.

Supply of Information

In accordance with Section 67(2) of the Act, Far North Solar Farm Limited must:

- a) Provide electronic copies of the information or report requested; or
- b) Advise the EPA, with reasons that you decline to provide the information or report requested.

Accordingly, please provide the requested information to the EPA by **5pm 11 June 2026**. If the information is not received by this date, the Panel will proceed on the basis that the request for further information has been declined.

Please note, the information will be provided to the Panel, the applicant and every person who provided comments on the application. The information will also be made available on the Fast-track website.

If you have any questions, please contact Application Lead, [REDACTED] by email at info@fasttrack.govt.nz

Nāku noa, nā

[REDACTED]
Application Lead, Fast-track Applications

**Attachment 1 – Minute-11 from Hurunui District Council in relation to Application references:
RC240028**

RESOURCE MANAGEMENT ACT 1991

HURUNUI DISTRICT COUNCIL

RESOURCE CONSENT APPLICATIONS

BY

FAR NORTH SOLAR FARM LIMITED (FNSF)

Application references: RC240028

To establish and operate a solar farm on 181 hectares of a 242.4 hectare site located at 380 Waipara Flat Road, Waipara (Section 3 SO 17514, Lot 1 DP 320376 (RT: CB32B/7 and 80697).

Eleventh Minute of Commissioners

1.0 Introduction

- 1.1 At the hearing on the 18th of May 2026 we received evidence from Ms Kelsey raising a potential conflict of interest between the Applicant and Renewable Engineering Group (REG) who produced the Fire Emergency New Zealand (FENZ) supporting report.
- 1.2 Having considered this matter further, we agree there is a conflict in that the directors of both the Applicant company Far North Solar Farm Limited and REG are one and the same. This is an unfortunate situation and calls into question the independence and reliability of the REG report. While we acknowledge in questioning Mr Andrews indicated that those who produced the REG report were qualified engineers across a spread of disciplines and performed their tasks as professionals, including learning alongside the BECA engineers in association with the Greytown application, that is not the point here. The issue is one of independence and we do not consider the REG report can be relied upon as an independent assessment (noting that it is also unsigned) and we have concluded that we are unable to give it any weight.
- 1.3 While Mr Andrews accepted at the hearing that the REG report could be peer reviewed, having considered the matter further, and noting that the issue of fire remains an important matter in our considerations, we are of the view that a full independent assessment is required.
- 1.4 Section 41C(4) of the Resource Management Act (RMA) provides that *the authority may commission a consultant or any other person employed for the purpose to prepare a report on any matter on which the authority requires further information, if all the following apply:*
 - (a) *the activity that is the subject of the hearing may, in the authority's opinion, have a significant adverse environmental effect; and*
 - (b) *the applicant is notified before the authority commissions the report; and*
 - (c) *the applicant does not refuse to agree to the commissioning of the report.*

- 1.5 In relation to clause (a) the reality here is that a fire associated with or within the solar farm may well be significant and we do not have an independent report in front of us which addresses the potential fire risk or identifies how any risks and adverse effects might be mitigated. In that context we note that s3 of the RMA - Meaning of effect includes (f) *any potential effect of low probability which has a high potential impact*.
- 1.6 Given that the BECA report commissioned in relation to the Greytown Solar Farm indicates that it is likely that there is a PV fire over the lifetime of the solar farm, we consider it is important that we understand this matter and have an independent assessment which enables us to consider the risks, actual and potential effects and any mitigation.
- 1.7 We have obtained the attached proposal from Stantec for undertaking a fire assessment which we consider will address the matters that require consideration on this Application.
- 1.8 Section 41C(4)(b) and (c) of the RMA require that the Applicant is notified before we commission any report and that they do not refuse the commissioning of that report.
- 1.9 This Minute is giving notice of the Commissioners intention to commission a report. We now request that the Applicant advise by 12pm of Friday the 5th June 2026 if they refuse to agree to the commissioning of an assessment of the fire risk associated with the proposed solar farm at 380 Waipara Flat Road to be undertaken by Stantec.
- 1.10 We note that in commissioning a report it will take 4 weeks to complete. Assuming the Applicant agrees to its commissioning, we will circulate the report once received and issue further directions at that same time.



Dean Chrystal
Hearing Chair

2nd June 2026

Ref: CnS277
Date: 31st May 2026

The Commissioners for FNSF Hearing
c/- Dean Chrystal & Shannon Bray
Planz Consultants
PO Box 1845
Christchurch 8140

email: dean@planzconsultants.co.nz

Dean,

Re: Solar Farm, 380 Waipara Flat Road - Proposal to Provide a Fire Risk Review

Thank you for the opportunity to offer our services for this project. Our fees are based on your initial email dated 19th May 2026 with various papers from the recent Resource Consent hearing, plus subsequent emails exchanged between ourselves.

We have referred to various documents and correspondence provided including:

- Proposed Greytown Solar Farm – Fire Risk Assessment issued by Beca (13 September 2025),
- Proposed conditions for the Waipara Solar Farm Scheme (8th May 2026),
- Final Statement of Evidence from John Andrews (FNSF) (24th April 2026),
- Expert Witness Caucusing Conference and Joint Witness Statement for Waipara Scheme (14th May 2026),
- Correspondence with FENZ,
- Greytown Solar Farm Proposed Conditions – Final (14th May 2026), and
- Information from submitters at the hearing specifically relating to the topic “Fire”.

From the information available, we consider the primary issues influencing the fire risk assessments and positions to date as being:

- Possibility of a fire event,
- Environmental effects of a fire,
- Landscape – Topography,
- Climatic conditions,
- Grass Height,
- Irrigation,
- Separation distance between panels, and between blocks,
- Setbacks,
- Fire detection,
- Firefighting,
- Construction Risk, and

- Road Access.

There are a number of features of the proposal that we will need to clarify and/or seeking information on and we would liaise with the Applicant and Council to obtain that information.

It is likely that we will need to visit the site to view the land profile, neighbouring properties and natural features. We also suspect that we would need to meet with Bruce Irving, FENZ, to ask a few more questions and gain a better picture of their 'approvals' for the site.

We have not allowed for specific design and associated documentation coming out of the review, but rather a report addressing the noted issues above and how these might be addressed including any suggested amendments to the design and conditions. There may be some aspects such as environmental effects of a fire or climatic conditions where we can only provide a subjective opinion on fire risk outcomes or influence due to the complex nature of the topics. We may recommend consideration of further specialist research if they prove to be of critical importance.

Fee Proposal

We propose that a Stantec ACE/ENZ Standard Short Form Agreement for Consultant Engagement (refer attached). We offer a fixed fee of \$15K + GST to complete this work up to the final issue of the report (after it has been reviewed by yourselves). We anticipate requiring 4 weeks to complete.

Any involvement post-issue including subsequent clarifications, presentations and/or research would be subject to an additional time based or fixed fee arrangement.

Our hourly rates for additional scope items would be as follows:

- | | | |
|----------------------------------|---|------------------|
| • Director / Principal | - | \$330 / hr + GST |
| • Associate / Engineering Leader | - | \$290 / hr + GST |
| • Senior Engineer | - | \$260 / hr + GST |
| • Design Engineer | - | \$220 / hr + GST |
| • Engineer | - | \$190 / hr + GST |
| • Senior Technician | - | \$220 / hr + GST |
| • Technician | - | \$150 / hr + GST |

Thank you again for the opportunity to offer our services for this project. We can provide support information as required. Please contact me if you wish to discuss the contents of this offer further.

Yours faithfully



Brady Cosgrove
Technical Director - Fire
Stantec Ltd
www.cosgroves.com

SHORT FORM AGREEMENT FOR CONSULTANT ENGAGEMENT (COMMERCIAL)

BETWEEN: The Commissioners for FNSF Hearing (“Client”)

AND: Stantec New Zealand (“Consultant”)

PROJECT NUMBER: CnS277

STANTEC OFFICE: Christchurch

PROJECT NAME: Waipara Solar Farm – Fire Risk Review

PROJECT LOCATION: 380 Waipara Flat Road

SCOPE & NATURE OF THE SERVICES (“Services”)

As described in the Fee Proposal letter dated 31st May 2026.

PROGRAMME FOR THE SERVICES:

The Start Date of the Agreement is provisionally within 2 weeks of submission.

The anticipated End Date of the Agreement is projected to be 4 weeks from acceptance of the proposal offer.

FEES & TIMING OF PAYMENTS:

As described in the Fee Proposal letter dated 31st May 2026.

The agreed Fee for the Services under this Agreement is **\$15,000** (ex GST)

Payable on monthly invoice, due 20 working days after date of invoice.

INFORMATION OR SERVICES TO BE PROVIDED BY THE CLIENT:

As described in the Fee Proposal letter dated 31st May 2026.

AGREEMENT SUMMARY

The Client engages the Consultant to provide the Services described above and the Consultant agrees to perform the Services for the remuneration provided above. Both Parties agree to be bound by the provisions of the Short Form Model Conditions of Engagement (overleaf) including clauses 2, 11 and 12 and any variations noted below. Once signed, this agreement, together with the conditions overleaf and any attachments, will replace all or any oral agreement previously reached between the Parties.

VARIATIONS TO THE SHORT FORM MODEL CONDITIONS OF ENGAGEMENT (OVERLEAF)

The following clauses are added or amended:

Clause 21 – No third party reliance: The services are prepared for the benefit of the Client (as named above) only. No third party may rely upon any advice or work done by the Consultant in relation to the services, except to the extent previously agreed in writing by the Consultant. The Client agrees that the Consultant has no liability in respect of the services of this Agreement to any third party, except as otherwise agreed in accordance with this Clause 21.

CLIENT AUTHORISED SIGNATORY(IES): The Commissioners for FNSF Hearing SIGNATURE: PRINT FULL NAME: DATE:	CONSULTANTS AUTHORISED SIGNATORY(IES) Stantec New Zealand  SIGNATURE: PRINT FULL NAME: Brady Cosgrove DATE: 31/05/2026
CONTACT DETAILS - CLIENT: The Commissioners for FNSF Hearing Representative: Office Address: Phone number: Email: Postal Address: Accounts Payable email:	CONTACT DETAILS - CONSULTANT: Stantec New Zealand Representative: Brady Cosgrove Office Address: L5, 158 Gloucester Street, Chch Phone number: 03.377.8600 Email: brady.cosgrove@cosgroves.com Postal Address: PO Box 842, Chch 8140 Accounts Receivable email PA.NewZealand@stantec.com

SHORT FORM MODEL CONDITIONS OF ENGAGEMENT (COMMERCIAL)

1. The Consultant shall perform the Services as described in the attached documents.
2. The Client and the Consultant agree that where all or any of, the Services are acquired for the purposes of a business the provisions of the Consumer Guarantees Act 1993 are excluded in relation to those Services. However, nothing in this Agreement shall restrict, negate, modify or limit any of the Client's rights under the Consumer Guarantees Act 1993 where the Services acquired are of a kind ordinarily acquired for personal, domestic or household use or consumption and the Client is not acquiring the Services for the purpose of a business.
3. In providing the Services, the Consultant must use the degree of skill, care and diligence reasonably expected of a professional consultant providing services similar to the Services.
4. The Client shall provide to the Consultant, free of cost, as soon as practicable following any request for information, all information in the Client's power to obtain which may relate to the Services. The Consultant shall not, without the Client's prior consent, use information provided by the Client for purposes unrelated to the Services. In providing the information to the Consultant, the Client shall ensure compliance with the Copyright Act 1994 and shall identify any proprietary rights that any other person may have in any information provided.
5. As soon as either Party becomes aware of anything that will materially affect the scope or timing of the Services, the Party must notify the other Party in writing and where the Consultant considers a direction from the Client or any other circumstance is a variation the Consultant shall notify the Client accordingly.
6. The Client may order variations to the Services in writing or may request the Consultant to submit proposals for variations to the Services.
7. The Client shall pay the Consultant for the Services the fees and expenses at the times and in the manner set out in the attached documents. Where this Agreement has been entered by an agent (or a person purporting to act as agent) on behalf of the Client, the agent and Client shall be jointly and severally liable for payment of all fees and expenses due to the Consultant under this Agreement.
8. All amounts payable by the Client shall be due on the 20th of the month following the month of issue of each GST Invoice or at such other timing as stated elsewhere in this Agreement. If the Client fails to make the payment that is due and payable and that default continues for 14 days, the Consultant may provide written notice to the Client specifying the default and requiring payment within 7 days from the date of the notice. Unless payment has been made by the Client in full, the Consultant may suspend performance of the Services any time after expiration of the notice period. The Consultant must promptly lift the suspension after the Client has made the payment. Regardless of whether or not the Consultant suspends the performance of the Services in accordance with this clause, the Consultant may charge interest on overdue amounts from the date payment falls due to the date of payment at the rate of the Consultant's overdraft rate plus 2% and in addition the costs of any actions taken by the Consultant to recover the debt.
9. Where the nature of the Services is such that it is covered by the Construction Contracts Act 2002 (CCA) and the Consultant has issued a payment claim in accordance with the CCA, the provisions of the CCA shall apply. In all other cases, if the Client, acting reasonably, disputes an invoice, or part of an invoice, the Client must promptly give the reasons for withholding the disputed amount and pay any undisputed amount in accordance with clause 8.
10. Where Services are carried out on a time charge basis, the Consultant may purchase such incidental goods and/or Services as are reasonably required for the Consultant to perform the Services. The cost of obtaining such incidental goods and/or Services shall be payable by the Client. The Consultant shall maintain records which clearly identify time and expenses incurred.
11. Where the Consultant breaches this Agreement, the Consultant is liable to the Client for reasonably foreseeable claims, damages, liabilities, losses or expenses caused directly by the breach. The Consultant shall not be liable to the Client under this Agreement for the Client's indirect, consequential or special loss, or loss of profit, however arising, whether under contract, in tort or otherwise.
12. The maximum aggregate amount payable, whether in contract, tort or otherwise, in relation to claims, damages, liabilities, losses or expenses, shall be five times the fee (exclusive of GST and disbursements) with a minimum of \$100,000 and a maximum limit of \$NZ500,000.
13. Without limiting any defences a Party may have under the Limitation Act 2010, neither Party shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on a Party within 6 years from completion of the Services.
14. The Consultant shall take out and maintain for the duration of the Services a policy of Professional Indemnity insurance for the amount of liability under clause 12. The Consultant undertakes to use all reasonable endeavours to maintain a similar policy of insurance for six years after the completion of the Services.
15. If either Party is found liable to the other (whether in contract, tort or otherwise), and the claiming Party and/or a Third Party has contributed to the loss or damage, the liable Party shall only be liable to the proportional extent of its own contribution.
16. Intellectual property prepared or created by the Consultant in carrying out the Services, and provided to the Client as a deliverable, ("New Intellectual Property") shall be jointly owned by the Client and the Consultant. The Client and Consultant hereby grant to the other an unrestricted royalty-free license in perpetuity to copy or use New Intellectual Property. The Clients' rights in relation to this New Intellectual Property are conditional upon the Client having paid all amounts due and owing to the Consultant in accordance with clauses 7 and 8. Intellectual property owned by a Party prior to the commencement of this Agreement (Pre-existing Intellectual Property) and intellectual property created by a Party independently of this Agreement remains the property of that Party. The Consultant accepts no liability for the use of New Intellectual Property or Pre-existing Intellectual Property other than to the extent reasonably required for the intended purposes.
17. The Consultant has not and will not assume any duty imposed on the Client pursuant to the Health and Safety at Work Act 2015 ("the Act") in connection with the Agreement.
18. The Client may suspend all or part of the Services by notice to the Consultant who shall immediately make arrangements to stop the Services and minimise further expenditure. The Client and the Consultant may (in the event the other Party is in material default that has not been remedied within 14 days of receiving the other Party's notice of breach) either suspend or terminate the Agreement by notice to the other Party. If the suspension has not been lifted after 2 months the Consultant has the right to terminate the Agreement and claim reasonable costs as a result of the suspension. Suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
19. The Parties shall attempt in good faith to settle any dispute by mediation.
20. This Agreement is governed by the New Zealand law, the New Zealand courts have jurisdiction in respect of this Agreement, and all amounts are payable in New Zealand dollars.