

PROCEDURAL ORDER

We now know that CWP Renewables has supposedly stopped construction of the Crudine Ridge wind farm. The Department gives as its prime reason for ordering the stopping of construction, a flagrant breach of one of the conditions of consent.

Condition 3.28 of the conditions of consent states:

“Prior to the commencement of construction (other than pre-construction minor works), the Applicant shall:

*(a) undertake the road upgrades and other traffic management measures
(including the construction of passing bays) identified in Appendix 6 to the satisfaction of MWRC;”*

It is obvious to all that road upgrades to Aarons Pass Rd (APR) identified in Appendix 6 **have not** commenced. Some other road upgrades which involve the unapproved destruction of 3 kms of APR roadside vegetation have commenced and are the real subject of this modification.

On the other hand, we also know that construction **has** commenced. The developer tells us so in the covering letter to this modification signed by Mr Mounsey, the Chief Operating Officer of CWP Renewables Pty Ltd. Ample supporting evidence exists on the wind farm website and in the press.

Evidence also exists that construction commenced even earlier than the date admitted by Mr Mounsey (August 2, 2018). The web site for the wind farm, as of today, in an article dated May 28, 2018, states that construction has commenced. You wouldn't expect CWP to telling mis-truths on its web site would you?

As the approved upgrades to APR have not commenced, but construction of the wind farm has, the developer has clearly breached the conditions of consent but cannot bring themselves to admit it, so the onus is on others to bring it to attention.

There are many suitable penalties (other than the token fine already given) that could be imposed. A not uncommon remedy would be to restore the project area back to its condition before the commencement of construction.

What solution does CWP offer?

On Page 58 of a 62 page document, CWP requests:

“Limited concurrent Construction to be permitted, where approved by the Secretary.”

So there you have it. To remedy this “clear breach” as Mike Young describes it, their suggestion is to ignore it as sanctioned by the Secretary.

All of us also know what “*limited*” means. – Any construction on the site to prepare for the arrival of the turbines, towers and blades. All bases excavated and poured; all internal tracks and laydown areas made; as much of the internal electrics that can be prepared and so on. Exactly what they planned to do before the local community brought the issue to the attention of the Department.

Having advised that commencing construction before the completion of upgrades to APR was a clear breach, the Department could hardly approve this request for “*limited*” construction or any variant of it. Better still, **reject the modification, an effective and reasonable penalty for their transgressions.**