

Response to - SECTION 7 & ANNEX B & C – Community & Stakeholder Engagement

Firstly, I note that I initiated contact/consultation with EPYC, they did not make contact with me, since then mostly any consultation has occurred at my initiation, I have email evidence and telephone records of conversation notes to support this.

I did not receive the initial 'information pack' sent to homes by EPYC in March 2012, after hearing about it through the grapevine and obtaining a copy from a friend, I called EPYC, it was not informative and provided instant stress at the unknown project and where in my area it was going.

The EIS Annex B, despite listing the type of contact between EPYC and resident, fails to indicate how that came about, who initiated it and how much effort had to be put in from the resident to extract real, contextual and transparent information from EPYC.

The quality of information provided to myself by EPYC has been poor from the beginning, responses to my emails have been slow and required follow up emails or emails of complaints to be sent to Department of Planning & Environment to attract any action. The below information is evidence to this:

On 26 Feb 2014, 21 Mar 2014, 28 March 2014, and 1 Apr 2014 I sent emails to EPYC with no response. On 1st of April 2014 I received an email from Richard Partridge of Gadens Legal Firm, on behalf of EPYC, the law firm chose to answer my questions that were contained within the emails dated as above which I sent to EPYC, the law firm ended the email with:

"EPYC intends on providing the community with relevant up-to-date information as and when such information becomes available. Whilst EPYC appreciate differing opinions on the project, EPYC will not tolerate baseless allegations which has the effect of damaging its reputation.

Any further communication by you in relation to the project or our client should be forwarded to us direct."

I forwarded the email to a friend in the Jupiter Wind Farm project area so she may have use of the information I had requested about the project, to which I received another email from EPYC's law firm stating:

"Dear Mrs Martin,

We note the receipt of your email dated 2nd April. First of all, we would like to remind you that any correspondence between yourself and us or our client is private and should be treated accordingly. We have become aware that you have shared our last email with someone else who has in turn shared it with others without any permission from us or our client. Please note that all rights are reserved in relation to any loss or damage that may be suffered in respect of such conduct".

I further questioned the law firm in regards to EPYC engaging their services to liaise with me about the Jupiter Wind Farm Project, to which they replied:

"EPYC is entitled to engage in private consultation with members of the public. EPYC will continue to consult and communicate with the wider community through appropriate means and as part of the detailed community consultation process that is to be undertaken in due course as part of the EIS. We understand that Ms Shahroo Mohajerani of EPYC has previously offered to come and meet with you personally to discuss your concerns, however, you have not taken her up on the offer. This invitation remains open."

“As to the channel of communication, it is EPYC’s right to assign different tasks to different employees or consultants where required. As such, we represent and assist EPYC and on that basis your questions are being answered by EPYC. EPYC is not in breach of its obligations under the DGR”

I found the tone of the emails and the fact they were sent from a law firm, to be of an intimidating nature, I also felt discriminated against that I was a non-hosting property owner trying to gather information about the project to satisfy my concern for my home and clearly I was viewed negatively by EPYC due to my position on the project, I was disappointed that extracting, what I considered to be important information from the proponent, to be so difficult and confronting, I had put myself in the firing line to be treated poorly and this added to my stress levels over the project.

I forwarded these to the Department of Planning and Environment to which they replied stating:

“As a consequence of the community concerns, including your own, Planning and Infrastructure have recommended a more direct approach by the applicant when consulting and engaging with the community. The applicant may still choose to nominate a representative to communicate on their behalf. This approach is not favoured by Planning and Infrastructure and the applicant has been advised accordingly.”

Annex B 6.3 of the EIS

“The EIS has stated the consultation undertaken by EPYC has included targeted and specific discussions with non-involved owners of nearby dwellings identified as having potential significant visual impacts associated with the Project, to discuss potential impacts at their property and site specific mitigation options.”

I had not received any of this targeted specific discussions by 1 October 2015 so I emailed EPYC on this date and asked them a number of questions and received a reply on 13 October 2015.

This was followed with a group Roseview Road meeting with EPYC on 3 March 2016.

Despite the above statement in the EIS, there were no ‘options’, also contradictory to EPYC’s email to myself dated 13 October stating they will be ‘conducting further negotiations and consultation’, there was no negotiating; consultation with the proponent seems to mean the residents talk and EPYC do nothing with that information.

Another example of EPYC’s failure to legitimately consult: One of the concerns raised in both meetings with EPYC by myself and Roseview Road residents was the impact construction traffic would have on our children and their current bus stop, to this EPYC, Sharoo in particular said the EIS would provide detail about mitigation measures and impact on school bus services, and they could ‘build a walk way over the road’, the EIS under Section 13 and Annex H not only fails to address any impact on school buses and school children but as per my submission against Section 13 **blatantly ignores the concerns raised in EPYC’s apparent consultation and negotiation process**, I have raised these issues in separate submission. The EIS has stated ‘A review... indicates that no public bus services run along Braidwood-Goulburn Road. However, a school bus service operates between Goulburn and Lake Bathurst. It is understood that the school bus routes in the vicinity of the site are reviewed on an annual basis (dependent on the distribution of student households) and are subject to change.’, I made a complaint in regards to this lie to Department of Planning and Environment.

As noted in my submission against EIS **Section 11 Annex F – Landscape Character and Visual Assessment** – Roseview Road residents were offered an annual sum of money, an amount determined by EPYC, an amount that did not seem be founded by reason such as visual impact. In this meeting EPYC were asked if some of the turbines could be moved, we were told no. It appeared that none of the concerns raised by Roseview Road to EPYC in the years leading up to this point were going to be put through a consideration process. We have been told “here is a sum of money, we will plant screening”, no factors

have been taken into consideration, EPYC have never asked questions such as how do you use your land, why did you purchase your land? What about your land is valuable to you?

At the time of offering the benefit sharing amounts to myself and others in the meeting, we were not provided with a copy nor was the content of the benefit sharing contract discussed with us; the mitigation option was not discussed in detail, there was not information provided by EPYC on how this would be done in full, i.e. where trees would go, what type of trees, who would care for them, if they would be fenced off from stock, how that would impact the residence and their enjoyment of the rest of their property. EPYC have a history of providing simple, short, minimal-detailed information in all their consultation attempts. EPYC left me feeling that if I hadn't agreed in principle to their 'offer' I would not be receiving any further information.

On 9th of January 2017 I emailed EPYC to ask for a copy of the benefit sharing contract and explained it was important to me to have all the information so I may make an informed decision. On 10th January EPYC replied and did not provide me with a benefit sharing contract. Another example of pulling teeth to get information out of EPYC.

EPYC make their offer in complete disregard to the actual issues faced by property owners, they may have had meetings with property owners but they have provided me no evidence of addressing any of the issues/concerns I or other members in our group meetings raised with EPYC.

A negotiation is a discussion aimed at reaching an agreement. What EPYC has done is not negotiation, this is not a list of 'options' – this is the proponent failing to meet in the middle, failing to act on or address the concerns raised throughout the consultation process, this is the proponent proving their complete disregard for the non-hosting residences in the area that EPYC themselves deemed to be '*nearby dwelling identified as having potential significant visual impact*'.

negotiation

noun

noun: **negotiation**; plural noun: **negotiations**

1. discussion aimed at reaching an agreement.

discussion

noun

the action or process of talking about something in order to reach a decision or to exchange ideas.

Other attempts to extract informative, full information from EPYC have failed. I sought information about EPYC as a company; number of staff, years in operation, number of offices here and in Spain, other relevant information and I received a 1 sentence response that did not satisfactorily answer my question. This minuscule piece of information would not have been fit for primary school homework:

"Also with respect to your enquiry about EPYC, we note that EPYC is an Australian Company with the purpose of developing wind farms in Australia. Its headquarter is in NSW."

Meeting notes taken during the 2014 and 2016 group Roseview Road meetings with EPYC provide an snapshot of the ill prepared, poor quality consultation given by EPYC:

▪ **16 October 2014 Group Roseview Road meeting with EPYC: Notes taken**

- Roseview Road asked EPYC what was the purpose of their visit: They replied '*as part of the process, to understand concerns and alleviate that and understand where necessary to place turbines*'. – **EPYC have addressed the concerns of Roseview Road, have not considered Roseview Road when determining position of turbines – it was asked in a**

later meeting with EPYC if they would consider moving some as a mitigation measure, they responded no.

- Christine Saunders Roseview Road resident asked EPYC for a once a month channel of communication between Roseview Road and EPYC providing information, or if no new information had come to hand, then to advise of this also. Christine agreed to be the point of contact for Roseview Road; EPYC agreed to provide this service – **To date not one email was received.**
- Roseview Road property owners raised the issue of children on roads, sharing roads. EPYC said they would discuss formally later but an option could be to move bus stop, EPYC would talk to RMS and Council - No mention of this issue or how it would be addressed in the EIS. EIS states *"A review... indicates that no public bus services run along Braidwood-Goulburn Road. However, a school bus service operates between Goulburn and Lake Bathurst. It is understood that the school bus routes in the vicinity of the site are reviewed on an annual basis (dependent on the distribution of student households) and are subject to change."* **Note: in actual fact there is 5 separate bus services operating in this proposed Jupiter Wind Farm area on Braidwood/Goulburn Road, 28 bus stops and around 150 children on these buses, in conjunction with the information already provided to EPYC on this topic from Roseview Road residents.**
- EPYC stated they were here to hear everyone's concerns because they are different; Roseview Road asked what EPYC could specifically do for Roseview Road given our landscape character: **EPYC could not answer the question.**
- ERM-Steve- introduced his role and said: *'feedback from the consultation will go into EIS, come forward with a proposal that comes to a negotiation'* – **To date no negotiation, offered – payment and tree planting offered as a 1 box fits all approach – no flexibility, take it or leave it attitude.**
- Question from Roseview Road to ERM in regards to fauna, Steve stated there are guidelines and he would provide information on those guidelines to Roseview Road – **This was not received**

▪ **3 March 2016 Group Roseview Road meeting with EPYC – Notes taken**

- EPYC was told by the group that 'Landscape Mitigation' might not work for our street, EPYC replied 'happy to work with us' – **This statement indicates a 2 way street of discussion and compromise, this has not occurred.**
- EPYC advised group of each property owners annual benefit sharing amount; One property owner in attendance was left out. EPYC stated this amount was not because of noise or visual impact but proximity based. **Note the EIS visual impact lists some properties with a higher impact rating yet receiving less benefit sharing amount, no confidence.**
- Issue of school bus stop and school children was raised again. EPYC suggested building a walk way over the road: **Note: not practical, not addressed at all in EIS as stated above.**
- Questions asked in regards to explosives, moving bus stops, impact of construction – EPYC stated they won't have any of this information until later – **Group left with unanswered questions/concerns.**
- EPYC asked by Roseview Road Group – 'Knowing what you now know about Roseview Road and that there is a 100% of Roseview Road population is objecting to the wind farm, will you move turbines?' EPYC said "no". – **Note EIS states EPYC are responsible for**

consulting, negotiating with property owners however we do not see legitimate evidence of this with their ill prepared information for meetings and lack of consideration for property owners and failure to address issues raised in meetings if at all.