

## Chapter 20 – Snippets

### Important issues that do not warrant a chapter

#### **Benefit Sharing Agreements**

The signing, by many impacted residents, of Benefit Sharing Agreements will be a key determinant in any merit assessment as to whether the Jupiter wind farm proceeds. By signing such an agreement, these properties become “associated” and part of the Project Area. The EIS did not publish any Deposited Plan/Lot Number of any such properties. This omission can only mean that no Benefit Sharing Agreements had been signed when the EIS was submitted.

To omit such key information would be, I understand, an offence, to which the Department should not condone or be a party.

Please include in the Response to Submissions, a current list containing the DP/Lot numbers of all associated properties particularly those that have a signed, binding, countersigned, final Benefit Sharing Agreement.

#### **An final answer is awaited** (the email below was quickly acknowledged by David Kitto)

I have mentioned to Mike Young previously these requirements in the revised Jupiter SEARs: “provide a comprehensive assessment of the visual impacts of all components of the project .... on ..... non-associated residences (including approved but not yet developed dwellings or subdivisions with residential rights)”

This clause, from memory, has been in DGRs/SEARs for many years.

I have also raised it in a couple of Jupiter submissions, asking how this has been allowed to be ignored in the Jupiter EIS, particularly relating to “subdivisions with residential rights”.

The owners of a number of local properties are severely impacted by this omission. Many have existing “weekenders” or containers which would clearly show where the eventual residence would be. Some have held off submitting residential DAs whilst this industrial monstrosity is hanging over the community.

Experience with the submissions/RTS process tells me not to have any hopes of getting a detailed response, especially on questions directed to the Department.

I note from the summary published by the Department from the December 7, 2016 Community Information Session an answer:

“The Department looks at dwelling entitlements but we have legal limitations on how it is considered.”

Rather than go through the painful GIPAA process again, I ask you, as the senior manager present at the session, to please provide me with a copy of that legal advice.

As well as an interest in the detail of that advice I am curious as to:

Who raised the issue and on what basis?

Who provided the advice, be it internal counsel or an outside legal entity in support of which client and which project?

On which legislation is the advice based?

### **Wind Farm Efficiency**

The Jupiter wind farm will have a capacity of up to 350 MW and will have an annual average electricity generation of 1100 GWh.<sup>1</sup>

By simple mathematics, this implies an minimum average efficiency of 35.87%.

This is much higher than the Capital wind farm located upwind and on the windy side of the range with turbines in well spaced cross-wind lines.

The Department must ask Epyc to justify that figure. Other claimed benefits rely upon it.

### **Micrositing**

“The proposed layout of all Project infrastructure components will be finalised during detailed design, which would incorporate detailed geotechnical investigations and selection of the final wind turbine model. In order to facilitate refinement of the layout during the detailed design process, an allowance for micrositing of WTGs and infrastructure components by up to 100 m radius from the locations identified in the EIS is sought.”

There being 63 residences within 2km of a turbine, many with High and Extreme Visual and other impacts, the Department could hardly consider allowing turbines to be located 100 metres closer to those residences.

A fair compromise:

Turbines can be microsited any distance within the polygons enclosing the 5 distinct clusters (one central, two to the North, two to the South)

### **Pick a citation – any citation**

It is always of interest when the generalist consultant (in this case ERM) cites papers that the specialist consultant (in this case DNV GL) doesn't.

ERM writes in the Jupiter EIS:

“It is acknowledged that some concerns have been raised by neighbouring landholders in the vicinity of the PA regarding the possibility of wind farm noise causing them annoyance. A study undertaken by Pederson & Persson (2007), however, found that annoyance generated by wind farm noise was strongly correlated to a person's negative perception towards wind farm developments, particularly their visual impacts. Pederson & Persson (2007) stated that “*visual exposure enhances the negative associations with turbines when coupled with audible exposure.*”

In light of the above, and based on the assessment requirements adopted to determine compliance, the Project is not expected to generate audible noise levels that would impact on a person's sleep or cause annoyance to involved or non-involved landholders in the vicinity of the Project.”<sup>2</sup>

Being an inquisitive soul, I thought I would look into Pederson & Persson (2007) (actually **Pedersen** & Persson. This was not a spelling mistake as it was copied from the Biala EIS.)

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<sup>1</sup> Main Report page E.5

<sup>2</sup> EIS Main section. Page 164

To be clear on which paper we are citing, in the References section, page 16.33 ERM finally gets it right:

“Pedersen E, Persson Wayne K (2007) *Wind turbine noise, annoyance and self-reported health and wellbeing in different living environments*. J Occup Environ Med 2007, 64:480-486.”

In case you would like to read the paper referenced, it is here.<sup>3</sup>

The quotation cited above:

“visual exposure enhances the negative associations with turbines when coupled with audible exposure.”

**is not in the paper.**

(That phrase is in a different paper: Health Effects and Wind Turbines: A Review of the Literature, Knopper & Ollson, 2011, but is only an interpretation by the authors of what Pedersen and Perrson actually wrote, certainly not a quotation from the Pedersen & Perrson paper)

Let me understand this section from the Jupiter EIS.

ERM is saying that non-associated residents annoyed by significant Visual Impacts are more likely to be annoyed by the Noise they can hear. Do you really need to employ a consultant to tell you that?

For free, I will offer the opinion that those annoyed by the Noise they can hear will also be more likely to be annoyed by significant Visual Impacts.

I wont even bother to claim “false and misleading”, for in this case I put it down to junk research.

Of more concern, ERM uses this invalid citation to then make the extraordinary claim: “the Project is not expected to generate audible noise levels that would impact on a person’s sleep or cause annoyance to involved or non-involved landholders in the vicinity of the Project”

Perhaps the Department should ask the expert consultant for Noise, DNVGL, whether they agree with this statement.

### **The Department has a duty of care**

An Australian company that unwittingly constructed portable buildings using asbestos-contaminated materials from China is fighting demands it remove the deadly substance. In the Industrial Relations Commission, Adelaide-based Robin Johnson Engineering (RJE) is challenging a SafeWork NSW order that tainted flooring be removed from a switch room at the Taralga wind farm, south-west of Sydney.

Importation, manufacture and use of asbestos has been banned in Australia for more than a decade.

And here's the clincher.... Under the current “Benefit Sharing” type agreements, the host has signed away the right to:

Complain about this health hazard

Report this health hazard

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<sup>3</sup> <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2078467/pdf/480.pdf>

Make any claim if he/she is affected by this health hazard

**Doesn't the Department have a duty of care towards these people who sign these agreements, instead of defacto support of the developer?**

### **Detailed Design Time**

Epyc's favourite response to questions raised by the community at the CCC and elsewhere was "It will be covered fully in the EIS".

The developer has now released such a document wherein many such issues were not answered. In fact, many were kicked further down the road by Epyc's new favourite expression that all will be revealed at "detailed design time".

This developer has had more than three years to focus all of its attention on the Jupiter wind farm project.

We all know why Epyc won't commit to print until after approval. It wants to give the eventual developer of the Jupiter wind farm as much flexibility as possible. Developer flexibility equates to resident impact.

So, for instance, we know less about the impacts of the transmission line than do Biala residents, and their transmission line isn't included in the wind farm DA.

We have options which will supposedly fix the sound issues after approval which basically say "trust the developer".

Epyc cannot be allowed to continue to push key issues into the future. The Department must insist that the impacts be determined on a worst case basis: the "noisiest" and largest turbine, layout as proposed, above ground transmission lines etc

Before Assessment, get the developer to finalise and publish the details of the Community Enhancement Fund. Other developers have been able to do so at EIS submission time. eg Biala, Crookwell 3 and Bango.

### **The letter of rejection**

Epyc now claims on the home page of its web site;

"Following a recent adequacy review by the DPE, the EIS was found to have adequately addressed the SEARs and subsequently it has now been placed on Public Exhibition"

Much as we all know how much nonsense this is, it is a fair claim, given the Department in its letter of rejection dated October 16, 2015, opened with:

The Department has reviewed the Environmental Impact Statement (EIS) for the Jupiter Wind Farm Project to determine whether it is suitable for public exhibition, and whether the Department should accept the Development Application (DA) for the project.

During this review, the Department has identified several matters that must be addressed prior to the EIS being placed on public exhibition.

EPYC and their legal advisors could reasonably argue:

- The EIS is now on public exhibition and must therefore be suitable
- The Department has accepted the DA and therefore deemed the EIS to be suitable
- The Department has placed the EIS on public exhibition, therefore the matters raised must have been addressed.

There are two ways you can assess the Department's performance over the last three years with regard to the Jupiter wind farm and wind farms in general.

- From the community's viewpoint they keep writing these pro developer clauses
- From the developer's viewpoint they keep writing these pro developer clauses.

At the community meeting on December 7, 2016, one of the departmental slides detailed some of the reasons for rejection:

- Inadequate consultation with affected land owners
- Inadequate landscape and visual assessment
- Flaws in the noise assessment
- Lack of consultation with Airservices Australia
- Insufficient assessment of 33kV transmission line

(they left out some key issues such as “insufficient consideration...of the suitability of the site, paying particular attention to the growing rural-residential character of the surrounding area”.)

Acceptance of the current EIS must elicit the following conclusions

- consultation with affected landowners is now adequate.
- landscape and visual assessment is now adequate
- there are now no flaws in the noise assessment
- consultation with Airservices Australia is no longer lacking
- the 33kV transmission line has now been sufficiently assessed.

One step forward, two steps back.