

SELECT COMMITTEE ON WIND TURBINES

We are involved in the Flyers Creek Windfarm.

We first heard of the proposal at an “invitation only” meeting in early 2008.

At the time the district was drought affected and the prospect of other income had an attraction. All the information given at the time was of a positive nature.

We were given a Contract by the proponent written in legal language which we couldn't understand. We asked many questions about it, and were reassured by graphs and leaflets that there were no problems. After some research, a trip to Wonthaggi in Victoria and talking to people near the much smaller Carcoar windfarm, we negotiated with the proponent to make sure a proposed turbine could not be built on a neighboring property at 500m which the contract allowed, and pushed it out to close to 1 kilometre as we were told by people near Carcoar windfarm that 800m was almost too close. We were also assured there would be no blade flicker affecting us, only to discover later that we would be the 4th worst affected residence in the whole project.

It was soon after this that we started hearing about problems associated with wind turbines – health problems with some people living near windfarms unable to live in their houses, unable to sell their farms, land values being reduced by up to 30% or more. Of course the proponent denied any such problems as this would not be good publicity for them. These problems appear to increase as the size of wind turbines has increased.

The contract had a five year period to start construction or it would be over. There is a Force Majeure clause in the contract which the proponent has used twice, claiming Government departmental delays as the cause of non construction, to extend the contract for two years so far. Anyone who disputes the validity of the Force Majeure is threatened with legal action to keep them quiet, so it would appear. We wrote to the proponent reserving the right to dispute the Force Majeure, only to be told we had no rights.

The proponent called a meeting of the landowners. The first we heard about it was when a neighbour asked if we were going to it. There are three landowners who would like to be released from their contracts and not one of them was invited to the meeting. We are one of them, and all three of us attended the meeting. The meeting was told a variation of the lease was being prepared offering immediate annual payments as the project had not started. We later discovered that to receive the payment it was necessary to sign the variation first. Other parts of the variation appear to favour the proponent over the landowners.

Windfarm companies do not appear to take into consideration the value of the farming country where they want to build roads and laydown areas when designing the projects. One landowner was to have a laydown area in the middle of an irrigated lucerne paddock with no compensation for it or the 2km of road across his farm. He has since been offered an inadequate compensation of \$1800 per year.

Other design problems are overhead powerlines across rough terrain restricting aerial weed control, and underground cables in steep ravines that would be almost impossible to instal.

It appears that the designers of the project only looked at maps, not on the ground. The proponent appears unwilling to consider compromise to remedy this situation.

Considering the time it has taken to reach this far, the landowners have lost confidence in the company. We have been told we have no rights, others threatened with litigation – it would appear that this is the way the company does its negotiations.

Overseas experience is of obsolete turbines being left to fall to pieces after being abandoned. A wind monitoring tower on an adjoining property has been unused for 12 months. The monitoring equipment has been removed. It should have been taken down by now but it is still standing. It is a hazard for low flying pilots. We heard of one local pilot nearly crashing into it. It does not have any visual aids on it. We are wondering if this is what will happen to the turbines at the end of their life? The contract says they will be removed, but can this be enforced?

Overall, if more windfarms are to be constructed, the companies should be compelled to be more open to the public, and state current evidence on health problems.

Doctors and others are now giving their patients details of possible side effects so as to avoid being sued. I believe wind companies should have the same obligations. There is a distinct lack of interest by the companies in research into health problems and even less interest in any adverse findings.

In other property lease agreements it is the property owner who invites the lease, not the lessee. Why then is it that the windfarm companies are able to write the lease as they want it disregarding the lessors rights in this regard? Maybe it is time to investigate this matter.

Knowing what I now know about our lease, I would never have signed it in the first place, as I believe it is a biased document.

Alwyn George Roweth,

14th March, 2015.