

Lesson 11: Protecting Neighbours Against the Enemy

Wind companies know their business will cause a nuisance. Neighbours pose the greatest threat because neighbours can complain or take legal action.

They pacify the neighbours with lies. When neighbours finally realise the wind farm is not their friend, it's often too late.

Neighbours are vulnerable. The political fast tracking of renewables means that Governments have already factored in rural people as collateral damage.

The leverage of Bald Hills.

Neighbours who wish to live peacefully in their homes (or say they do) are a major threat to wind companies.

The Bald Hills precedent determined that if noise nuisance is proven, and the plaintiff wishes to stay in their home, a Judge can order the wind farm to turn the turbines off to allow this to happen without the nuisance.

Turning turbines off hits profits. Wind farms will do anything to prevent this. ***They need the neighbours gone!***

Only those neighbours who DO NOT SIGN a Neighbour Agreement or DO NOT ACCEPT a gift of a tree plantation or cash, are eligible to litigate for the potential millions up for negotiation.

And it seems there is more money in the pay-out if neighbours stay put. (*Sleep elsewhere if you need to but don't sell-up until the noise nuisance litigation case is resolved*).

Wind farm developers

The initial company is a developer – they won't be around to deal with the problems. Their reps are paid on commission. This means:

1. The more neighbours they sign up, the more commission they make.
2. They often use misleading, deceptive, or false information to induce the neighbour into signing.
3. And because they are contractors, they can never be tracked down to prove they had lied, misled, misrepresented, or deceived.

Here's how they work:

- They leave a noise prediction map on the kitchen table and lead the neighbours into believing the contour lines represent the maximum noise level they will hear at their homes. (The contour lines are minimal levels)
- They produce a picture with a turbine in the distance that looks no higher than a tree.
- They underquote the number of turbines.
- They say the noise is no louder than a fridge.
- They hard-sell to sign people up under *Neighbour Agreements* or *Gift Contracts* such as tree plantations.
- They use phrases like, "this is how everyone benefits from the wind farm", "your neighbours have signed", "there's only so much money – so sign up now before you miss out".
- They offer "free" cash contracts (annually \$1,000 – \$5,000) which renders the neighbour compensated for. A "compensated" neighbour loses the right to complain or take legal action against the company.
- They offer "free" noise testing. They need background testing to defend the company against any future complaint or legal action taken by the neighbour.

A Tree plantation Gift Contract

A gift of a tree plantation is a contract for compensation against future pain and suffering. It seems harmless enough, but its purpose is two-fold:

1. It prevents the neighbour from ever claiming noise nuisances or business loss damages against the wind farm.
2. A "new" plantation of trees between the house and the turbines *muddies the water* for future noise compliance results.

A neighbour agreement is how wind farms stop complaints

- Bald Hills has panicked wind farms. It has blown the lid off their protective armour – they can no longer hide behind their puppet

acousticians, EPA buddies, or the government officers.

- They have relied on bad noise compliance methodology, and now they don't have the evidence to defend a common law case in court.
- Law Firms are advising Wind Farms to ramp up *Neighbour Agreements* or risk being forced to turn the turbines off via a Court or VCAT order.
- A *Neighbour Agreement* deems the Neighbour a stakeholder in the wind farm, therefore the neighbour loses the right to take legal action or complain about the wind farm's business operations.
- As a stakeholder, Neighbours are compensated for their pain and suffering – That's all they can get. They can't claim anymore.
- Confidentiality clauses prevent Neighbours making any negative comments, complain or write to authorities e.g. wf Commissioner.
- The wind farm has the legal right to the landowner's *Property Title* for the life of the wind farm (up to 50 years).
- The "right to title" is transferrable upon sale of the property, or the sale of the business. It will inevitably end up in the hands of foreign investors.
- Wind farms use the neighbour's *Property Title* as part of their business collateral to borrow against.
- The Neighbour's title becomes part of the wind farm's business *Going Concern* sales pitch for any new foreign investor.

Beware of Background Testing

- Wind farm permits are issued on noise predictions. These predictions are based on the size, number, and location of the turbines. They do NOT involve data. And they do NOT involve background testing.
- Background testing measures the noise of the land (ambient noise) prior to the existence of a wind farm. This is then compared to the post construction noise results.
- Once the wind farm is built, background testing is used to determine if the predictions are correct.
- The Bald Hills Precedent has determined that for a wind farm to show compliance using the NZS, background testing is required at each house (sensitive receiver).

- Without a background test at a dwelling, a wind farm cannot prove noise compliance at that dwelling.
- Wind farms now realise they don't have the background data they need to defend a nuisance claim in court.
- They will use every trick in the book to coerce the neighbour into allowing them access to their land for background noise testing.

Wind farms will be chasing your background data

Here are some options:

- Engage with the wind farm to show you are fair and reasonable and then **seek legal advice** before you proceed.
- Engage with the wind farm, to show you are fair and reasonable, but in the end - refuse their offer and undertake your own background testing with your own acoustician, to measure and retain your own raw data.
- Seek Legal advice to agree to a test under a "Binding Background Test Agreement" (see Lesson 12)
- Never allow Poxy (paddock) loggers onto your property.
- Only use an acoustician of your choice (NOT the wind farm's choice). This acoustician must provide you with the raw noise data and hub height wind speed data in Excel spreadsheet file format as per industry standards.
- The Excel spreadsheet is to be unlocked with no security applied to the file.
- Always use a "Binding Agreement".

Wind Farm Noise Reports

A wind farm's noise report does not contain raw data.

A Dot Graph (Scatter Graph) is not raw data – it is simply an acoustician's report on the data.

Unless you have access to the raw data for independent validation, the wind farm's reports cannot be verified.

Without the raw data you can assume the wind farm's acoustician has manipulated the data to falsify the reports.