

**From:** [Allie Dunn](#)  
**To:** [REDACTED]  
**Subject:** Response to further request for information re Pahiatua Windfarm  
**Date:** Thursday, 22 May 2025 4:30:00 pm  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[LGOIMA - Windfarm 20 May 2025 Redacted.pdf](#)

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Kia ora [REDACTED] our officer's responses to your further questions are outlined below.

1. Under the Covid 19 Recovery (Fast-Track Consenting) Act 2020 Council was unable to cost recover and therefore, undertaking peer reviews would come at the expense of the ratepayer. The Council's position was that if we could not cost recover then we would not be undertaking peer reviews due to the rate payer burden. We did not want to be in the position where Council over promised and under delivered. When this application was lodged with EPA Aimee Charmley sought clarification in terms of cost recovery under Fast Track NBEA 2023 legislation from the EPA on 20th March, 27th March, 31st March. The EPA responded on 2nd April 2025. Based on the ability to cost recover under NBEA 2023 Council pivoted and engaged three experts based on what the Planning Services Manager interpreted to be the key effects. She also liaised with the Executive Leadership throughout this process to keep them informed of the changes. The legislation also requires that the applicant is provided a copy of the estimates. Aimee Charmley liaised with the applicant to ensure that she complied with the legislative requirements and could effectively cost recover on behalf of Council.
2. Please find attached copies of information requested. The attachment includes information requested in items (2), (3), (4), (5) and (8) of your request below.
3. See (2) above.
4. See (2) above.
5. See (2) above.
6. This is an operational matter and it is separate to Governance. As such there was no correspondence with the elected body of Council with respect to independent peer review reports.
7. Aimee Charmley engaged experts that she had worked with on wind farm applications and sought their availability and capability to respond within the fast track timeline.
8. See (2) above.

Ngā mihi



**Allie Dunn | Manager Democracy Services | Deputy Electoral Officer**  
**Democracy Services | Tararua District Council**

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☎ Phone: +64 6 3744080 | Mobile: +64 27 3331626  
✉ [Allie.Dunn@Tararuadc.govt.nz](mailto:Allie.Dunn@Tararuadc.govt.nz)  
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🌐 [www.tararuadc.govt.nz](http://www.tararuadc.govt.nz)  
📘 [www.facebook.com/tararuadc](https://www.facebook.com/tararuadc)



This email and any attachments are intended for the above named recipient only and may be confidential.

If you have received it in error, please take no action based on it, copy it, or show it to anyone.

Please return to the sender and delete your copy. Thank you.

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**From:** [REDACTED]  
**Sent:** Tuesday, 20 May 2025 10:10 am  
**To:** Allie Dunn <Allie.Dunn@Tararua.govt.nz>  
**Subject:** Re: Response to request for information re Pahiatua Windfarm

**EXTERNAL EMAIL ALERT:** Caution advised. This message is from an external sender. Verify the sender's identity and use caution with attachments and links.

Dear Allie,

Further to my LGOIMA request of 18th May 2025 could you please provide further detail with regards to the following points to be provided under urgency.

Once again as per the previous message the deadline of 26th May is appreciated to be adhered to.

1. I had a conversation with Aimee approximately six weeks ago when the epa panel had been confirmed for the Pahiatua Windfarm Project prior to us finding out who were going to be invited by the epa to be submitters. In this phone call I was asking if we could add information to the council submission one part of that being a peer review we were completing as a community group. In this phone call she mentioned the council would not be commissioning peer reviews of the specialist reports and she would be happy to help with my request. Could an explanation please be provided as to why this decision was Uturned, who was involved in this decision both internally and externally and provide any and all communication with all parties ie internal and external around this decision
2. Please supply a copy of the TOR for the following independent reports: Josh Hunt and Harriet Fraser Traffic Management
3. Please send copies of the short form agreements for each of the three independent peer review reports
4. Please provide any and all communication between TDC and Aurecon and TDC and Pahiatua Windfarm Limited with regards to all of the independent peer reviews being commissioned by council
5. If TDC is actioning the clause in the NBEA to recover any or all costs associated with any or all of these independent peer review reports - please confirm which costs associated to all of these reports are being reimbursed, how each of the reports are being reimbursed and by whom each of the reports are being reimbursed
6. Please provide copies of all internal communication between TDC operations team and TDC governance team ie councillors with regards to all of these independent peer review reports
7. Please provide details and all communication associated with who, outside of TDC, was provided with/ consulted with over the terms of reference, including drafts, for the independent assessments of the Pahiatua windfarm
8. Please provide details and all communication associated with who was provided/consulted on the draft independent reports.

Thankyou in advance and I appreciate you ensuring the turn around of this is as speedy as yesterday.

Best regards,

[REDACTED]

[REDACTED]

On Mon, May 19, 2025 at 10:25 AM Allie Dunn <[Allie.Dunn@tararua.govt.nz](mailto:Allie.Dunn@tararua.govt.nz)> wrote:

Kia ora [REDACTED]

I am advised that these expert reports are commissioned to inform the Council submission, the content will be shared internally only.

Ngā mihi



**Allie Dunn | Manager Democracy Services**  
**Democracy Services | Tararua District Council**

Phone: +64 6 3744080 | Mobile: +64 27 3331626

[Allie.Dunn@Tararua.govt.nz](mailto:Allie.Dunn@Tararua.govt.nz)

26 Gordon Street, Dannevirke 4930, PO Box 115

[www.tararua.govt.nz](http://www.tararua.govt.nz)

[www.facebook.com/tararua](https://www.facebook.com/tararua)

**From:** [REDACTED]

**Sent:** Monday, 19 May 2025 10:06 am

**To:** Allie Dunn <[Allie.Dunn@Tararua.govt.nz](mailto:Allie.Dunn@Tararua.govt.nz)>

**Subject:** Re: Response to request for information re Pahiatua Windfarm

**EXTERNAL EMAIL ALERT:** Caution advised. This message is from an external sender. Verify the sender's identity and use caution with attachments and links.

Dear Allie,

Thankyou for the quick response.

Re point 7 - it is unclear who has been or will be invited to comment on these reports once complete and received - could you please clarify this for me?

Thankyou

Best regards,

[REDACTED]



Mon, 19 May 2025, 9:49 am Allie Dunn, <[Allie.Dunn@tararua.govt.nz](mailto:Allie.Dunn@tararua.govt.nz)> wrote:

Kia ora

I refer to your official information request dated 18 May 2025 for information relating to peer review of reports for the Pahiatua Windfarm.

The information you have requested is outlined below.

1. *which specialist reports have been commissioned to be peer reviewed*

Response: Transport, Landscape and Acoustics

2. *who are the consultants who are doing each of these reports*

Response: – Harriet Fraser Traffic Engineering & Transportation Planning, Peter Runcie – SLR, Josh Hunt – Narrative Landscape

3. *what are the terms of reference and engagement around these peer reviews*

Response: undertake peer reviews of the applicant's expert reports. In terms of Peter Runcie a minute was shared by the expert panel requesting further detailing. A copy of this is attached.

4. *who is the author and approver of the terms of reference for these peer reviews*

Response: Aimee Charmley, Planning Services Manager

5. *how was the recruitment process of each of these consultants managed and what was this process*

Response: Direct approach, standard short form agreements. TDC have used these experts on wind farm applications before.

6. *Who procured these consultants*

Response: Aimee Charmley with the assistance of TDC procurement team.

7. *Who has reviewed and been invited for comment on these reports*

Response: These reviews are still pending delivery but they will be used to inform the Council submission

8. *Where is the funding coming from to pay for these reports*

Response: TDC can cost recover from the applicant for the expert peer reviews under cl 94(1) of Schedule 19 of the NBEA. Aimee Charmley provided cost estimates and worked this through with the Agent – Aurecon before signing the short form agreements with the specialists. Under clause 94(5) – the applicant can request an estimate of the costs likely to be recovered.

Ngā mihi



Allie Dunn | Manager Democracy Services  
Democracy Services | Tararua District Council

Phone: +64 6 3744080 | Mobile: +64 27 3331626

[Allie.Dunn@tararua.govt.nz](mailto:Allie.Dunn@tararua.govt.nz)

[26 Gordon Street, Dannevirke](https://www.tararua.govt.nz) 4930, PO Box 115

[www.tararua.govt.nz](http://www.tararua.govt.nz)

[www.facebook.com/tararua](https://www.facebook.com/tararua)

From: Allie Dunn

**Sent:** Monday, 19 May 2025 9:18 am

**To:** [REDACTED]

**Subject:** CM: Acknowledgement - request for information re Pahiatua Windfarm

Kia ora

This email is to acknowledge receipt of your request for information, regarding the Pahiatua Windfarm.

We will endeavour to respond to your request as soon as possible, to enable you to have the information you seek in time to make your submission.

As part of our commitment to openness and accountability, we are now proactively publishing copies of requests for information and the responses provided to these requests, on our website. In doing so, we will ensure we comply with the provisions of the Privacy Act 2020 and redact any personal / identifying information from any response published.

If you have any questions about this, please don't hesitate to get in contact with me.

Ngā mihi



**Allie Dunn | Manager Democracy Services**  
**Democracy Services | Tararua District Council**

Phone: +64 6 3744080 | Mobile: +64 27 3331626

[Allie.Dunn@TararuaDC.govt.nz](mailto:Allie.Dunn@TararuaDC.govt.nz)

[26 Gordon Street, Dannevirke](#) 4930, PO Box 115

[www.tararuaDC.govt.nz](http://www.tararuaDC.govt.nz)

[www.facebook.com/tararuaDC](https://www.facebook.com/tararuaDC)

**From:** [REDACTED]

**Sent:** Sunday, 18 May 2025 10:42 pm

**To:** Info - Tararua District Council <[Info@TararuaDC.Govt.NZ](mailto:Info@TararuaDC.Govt.NZ)>

**Subject:** Urgent LGOIMA Urgent

**EXTERNAL EMAIL ALERT:** Caution advised. This message is from an external sender. Verify the sender's identity and use caution with attachments and links.

To whom it may concern,

As a community we are under a tight deadline to meet the requirements of the EPA panel with our submissions relating to the Pahiatua Windfarm Project which Aurecon is the consulting representative on behalf of Yinson Renewables which is a subsidiary of Yinson Berhad in Malaysia. The submissions we are writing have a deadline of 28th of May and as a result I would appreciate answers to my questions no later than 26th May to ensure that we have clarity prior to submitting.

As per the Local Government Official Information and Meetings Act 1987 (LGOIMA) I would like to request the following information under urgency.

I understand that the council is working with consultants to complete peer reviews of specialist reports relating to the Pahiatua Windfarm. I am seeking clarification around the independence of consultancy with regards to this matter.

**Information required is as follows:**

1. which specialist reports have been commissioned to be peer reviewed
2. who are the consultants who are doing each of these reports
3. what are the terms of reference and engagement around these peer reviews
4. who is the author and approver of the terms of reference for these peer reviews
5. how was the recruitment process of each of these consultants managed and what was this process
6. Who procured these consultants
7. Who has reviewed and been invited for comment on these reports
8. Where is the funding coming from to pay for these reports

Thankyou in advance for taking the time to provide me with the information I require in a speedy timeframe.

Best regards,

A large black rectangular redaction box covers the signature and name of the sender. The redaction is complete, obscuring all text in this area.

## SHORT FORM AGREEMENT FOR CONSULTANT ENGAGEMENT

BETWEEN: Tararua District Council  
(CLIENT)

AND: Harriet Fraser  
(CONSULTANT)

Collectively referred to herein as the "Parties" and individually as a "Party"

PROJECT: Pahiatua Wind Farm Fast Track  
application under NBEA Act

LOCATION: Makomako Road, Pahiatua

SCOPE & NATURE OF THE SERVICES: Provide Services in relation ITA peer review of the wind farm application in accordance with statutory timeframes. Peer review assessment required within 10-15 working days after TDC formal request for submission is received from EPA.

### PROGRAMME FOR THE SERVICES:

- UNDERTAKE A SITE VISIT 2 MAY 2025
- PROVIDE A INTERGRATED TRANSPORT ASSESSMENT PEER REVIEW
- COORDINATE WITH TDC TO MEET STATUTORY TIMEFRAMES

### FEES & TIMING OF PAYMENTS:

- FEES WILL BE BASED ON AN HOURLY RATE OF \$ [REDACTED] + GST
- THE ONLY DISBURSEMENT IS LIKELY TO BE VEHICLE KILOMETRES FOR TRAVEL (SITE VISIT)
- INVOICES WILL BE SENT AT THE END OF EACH MONTH

### INFORMATION OR SERVICES TO BE PROVIDED BY THE CLIENT:

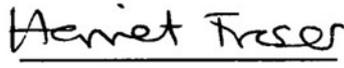
- Full copy of the application available at EPA website at following link  
[Substantive application | EPA](#)
- ITA prepared by Aurecon

*The Client engages the Consultant to provide the Services described above and the Consultant agrees to perform the Services for the remuneration provided above. Both Parties agree to be bound by the provision of the Short Form Model Conditions of Engagement (overleaf), including clauses 2, 11 and 12 and any variations noted below. Once signed, this agreement, together with the conditions overleaf and any attachments, will replace all or any oral agreement previously reached between the Parties.*

### VARIATIONS TO THE SHORT FORM MODEL CONDITIONS OF ENGAGEMENT (OVERLEAF):

- 21.a The Client and Consultant each agree not to use or disclose the other Party's Confidential Information to any person or organisation other than:
- i) to the extent that use or disclosure is necessary for the purposes of providing or using the Services;
  - ii) if the other Party gives prior written approval to the use or disclosure;
  - iii) if the use or disclosure is required by law including under the Official Information Act 1982, Local Government Official Information and Meetings Act 1987 or any other regulation, rule or policy that is binding on that Party; or
  - iv) if the information has already become public, other than through a breach of the obligation of confidentiality by one of the Parties.
- b. Each Party will ensure that its Personnel:
- i) are aware of the confidentiality obligations in this Short Form Agreement; and
  - ii) do not use or disclose any of the other Party's Confidential Information except as allowed by this Short Form Agreement.
- c. Each Party will:
- i) put in place and maintain adequate security measures to safeguard the other Party's Confidential Information from unauthorised access or use by third parties;
  - ii) notify the other Party if it becomes aware of any suspected or actual unauthorised use, copying or disclosure of the other

- Party's Confidential Information; and
- iii) comply with any reasonable direction of the other Party in relation to any suspected or actual breach of the obligations in this Short Form Agreement.
- d. For the purpose of this clause 21, Confidential Information is information, including data and personal information, that:
- i) is by its nature confidential;
  - ii) is marked by either Party as 'confidential', 'in confidence', 'restricted' or 'commercial in confidence';
  - iii) is provided by either Party or a third party 'in confidence'; or
  - iv) either Party knows or ought to know is confidential.
22. **[This clause is optional]** Publicity, and reputation and [third party] relationships: The Consultant acknowledges that its activities may affect the goodwill and reputation of the Council, as well as Council's relationships with stakeholders and accordingly:
- i) Disrepute: The Consultant must not do anything which brings, or would be likely to bring, the Council into disrepute;
  - ii) Public communication: Other than as expressly provided for elsewhere in the Contract, the Consultant shall not make, be involved in or permit any public communications (including statements, interviews, media coverage) concerning this Contract, the Services or the Council without the Council's prior written consent; and
  - iii) Notice: The Consultant shall immediately alert the Council to any potential media or publicity issues it becomes aware of; and
  - iv) Relationships: The Consultant must not do anything which damages, or would be likely to damage, relationships which Council holds with key stakeholders.
23. **[This clause is optional, in or out – is the contractor/consultant accessing TDC computers or systems]**
- This Agreement shall be read in conjunction with the Client's ICT Acceptable Use Policy.
- Access to the Client's systems require multi factor authentication via an authenticator application. The Consultant must have an approved authenticator application available prior to the commencement of the Services to access the Client's systems.
24. The Consultant must try to ensure that conflicts of interest do not arise, and notify the Client immediately in writing if it is thought that a conflict of interest may arise or has arisen. Where a conflict of interest is identified and the Client has given informed consent, the Consultant must establish structures and practices which:
- ensure that the conflict is avoided in practice; or
  - if avoidance is not practicable, ensure that the effects of conflict are minimised.
- In either situation, the Consultant must inform the Client of the structures and practices that have been established.
25. No amendment to this Agreement shall be effective unless it is in writing and signed by both Parties.

<p>CLIENT AUTHORISED SIGNATORY (IES):</p>  <p>PRINT NAME: AIMEE CHARMLEY DATE: 17/4/2025</p>	<p>CONSULTANTS AUTHORISED SIGNATORY (IES):</p>  <p>PRINT NAME: HARRIET FRASER DATE: 30/4/2025</p>
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## SHORT FORM MODEL CONDITIONS OF ENGAGEMENT

1. The Consultant shall perform the Services as described and in the attached documents.
2. The Client and the Consultant agree that where all or any of, the Services are acquired for the purposes of a business the provisions of the Consumer Guarantees Act 1993 are excluded in relation to those Services. However, nothing in this Agreement shall restrict, negate, modify or limit any of the Client's rights under the Consumer Guarantees Act 1993 where the Services acquired are of a kind ordinarily acquired for personal, domestic or household use or consumption and the Client is not acquiring the Services for the purpose of a business.
3. In providing the Services the Consultant must use the degree of skill, care and diligence reasonably expected of a professional consultant providing services similar to the Services.
4. The Client shall provide to the Consultant, free of cost, as soon as practicable following any request for information, all information in the Client's power to obtain which may relate to the Services. The Consultant shall not, without the Client's prior consent, use information provided by the Client for purposes unrelated to the Services. In providing the information to the Consultant, the Client shall ensure compliance with the Copyright Act 1994 and shall identify any proprietary rights that any other person may have in any information provided.
5. As soon as either Party becomes aware of anything that will materially affect the scope or timing of the Services, the Party must notify the other Party in writing and where the Consultant considers a direction from the Client or any other circumstance is a variation the Consultant shall notify the Client accordingly.
6. The Client may order variations to the Services in writing or may request the Consultant to submit proposals for variations to the Services.
7. The Client shall pay the Consultant for the Services the fees and expenses at the times and in the manner set out in the attached documents. Where this Agreement has been entered by an agent (or a person purporting to act as agent) on behalf of the Client, the agent and Client shall be jointly and severally liable for payment of all fees and expenses due to the Consultant under this Agreement.
8. All amounts payable by the Client shall be due on the 20th of the month following the month of issue of each GST Invoice or at such other timing as stated elsewhere in this Agreement. If the Client fails to make the payment that is due and payable and that default continues for 14 days, the Consultant may provide written notice to the Client specifying the default and requiring payment within 7 days from the date of the notice. Unless payment has been made by the Client in full, the Consultant may suspend performance of the Services any time after expiration of the notice period. The Consultant must promptly lift the suspension after the Client has made the payment. Regardless of whether or not the Consultant suspends the performance of the Services in accordance with this clause, the Consultant may charge interest on overdue amounts from the date payment falls due to the date of payment at the rate of the Consultant's overdraft rate plus 2% and in addition the costs of any actions taken by the Consultant to recover the debt.
9. Where the nature of the Services is such that it is covered by the Construction Contracts Act 2002 (CCA) and the Consultant has issued a payment claim in accordance with the CCA, the provisions of the CCA shall apply. In all other cases, if the Client, acting reasonably, disputes an invoice, or part of an invoice, the Client must promptly give the reasons for withholding the disputed amount and pay any undisputed amount in accordance with clause 8.
10. Where Services are carried out on a time charge basis, the Consultant may purchase such incidental goods and/or Services as are reasonably required for the Consultant to perform the Services. The cost of obtaining such incidental goods and/or Services shall be payable by the Client. The Consultant shall maintain records which clearly identify time and expenses incurred.
11. Where the Consultant breaches this Agreement, the Consultant is liable to the Client for reasonably foreseeable claims, damages, liabilities, losses or expenses caused directly by the breach. The Consultant shall not be liable to the Client under this Agreement for the Client's indirect, consequential or special loss, or loss of profit, however arising, whether under contract, in tort or otherwise.
12. The maximum aggregate amount payable, whether in contract, tort or otherwise, in relation to claims, damages, liabilities, losses or expenses, shall be five times the fee (exclusive of GST and disbursements) with a minimum of \$100,000 and a maximum limit of \$NZ500,000.
13. Without limiting any defences a Party may have under the Limitation Act 2010, neither Party shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on a Party within six years from completion of the Services.
14. The Consultant shall take out and maintain for the duration of the Services a policy of Professional Indemnity insurance for the amount of liability under clause 12. The Consultant undertakes to use all reasonable endeavours to maintain a similar policy of insurance for six years after the completion of the Services.
15. If either Party is found liable to the other (whether in contract, tort or otherwise), and the claiming Party and/or a Third Party has contributed to the loss or damage, the liable Party shall only be liable to the proportional extent of its own contribution.
16. Intellectual property prepared or created by the Consultant in carrying out the Services, and provided to the Client as a deliverable, ("New Intellectual Property") shall be jointly owned by the Client and the Consultant. The Client and Consultant hereby grant to the other an unrestricted royalty-free license in perpetuity to copy or use New Intellectual Property. The Client's rights in relation to this New Intellectual Property are conditional upon the Client having paid all amounts due and owing to the Consultant in accordance with clauses 7 and 8. Intellectual property owned by a Party prior to the commencement of this Agreement (Pre-existing Intellectual Property) and intellectual property created by a Party independently of this Agreement remains the property of that Party. The Consultant accepts no liability for the use of New Intellectual Property or Pre-existing Intellectual Property other than to the extent reasonably required for the intended purposes.
17. The Consultant has not and will not assume any duty imposed on the Client pursuant to the Health and Safety at Work Act 2015 ("the Act") in connection with the Agreement.
18. The Client may suspend all or part of the Services by notice to the Consultant who shall immediately make arrangements to stop the Services and minimise further expenditure. The Client and the Consultant may (in the event the other Party is in material default that has not been remedied within 14 days of receiving the other Party's notice of breach) either suspend or terminate the Agreement by notice to the other Party. If the suspension has not been lifted after two months the Consultant has the right to terminate the Agreement and claim reasonable costs as a result of the suspension. Suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
19. The Parties shall attempt in good faith to settle any dispute themselves but failing that by mediation.
20. This Agreement is governed by the New Zealand law, the New Zealand courts have jurisdiction in respect of this Agreement, and all amounts are payable in New Zealand dollars.

## SHORT FORM AGREEMENT FOR CONSULTANT ENGAGEMENT

BETWEEN: Tararua District Council  
(CLIENT)

AND: Narrative Landscape Limited  
(CONSULTANT)

Collectively referred to herein as the "Parties" and individually as a "Party"

PROJECT: Pahiatua Wind Farm Fast Track  
application under NBEA Act

LOCATION: Makomako Road, Pahiatua

SCOPE & NATURE OF THE SERVICES: Provide Landscape Assessment Services in relation to the peer review of the wind farm application in accordance with statutory timeframes. Peer review assessment required within 10-15 working days after TDC formal request for submission is received from EPA.

### PROGRAMME FOR THE SERVICES:

- UNDERTAKE A SITE VISIT [WITHIN 2 WEEKS OF TDC RECEIVING NOTIFICATION FROM THE EPA TO PROVIDE A SUBMISSION]
- PROVIDE A LANDSCAPE PEER REVIEW THE PEER REVIEW AND A SITE VISIT (FROM PUBLIC LOCATIONS/ROADS) AND AT PROPERTIES THAT HAVE A VISUAL EFFECT THAT IS MODERATE TO HIGH ADVERSE EFFECT (346,390, 410, 849 MAKOMAKO RD)
- COORDINATE WITH TDC TO MEET STATUTORY TIMEFRAMES

### FEES & TIMING OF PAYMENTS:

- FEES WILL BE BASED ON AN HOURLY RATE OF \$ [REDACTED] + GST
- THE ONLY DISBURSEMENT IS LIKELY TO BE VEHICLE KILOMETRES FOR TRAVEL (SITE VISIT)
- INVOICES WILL BE SENT AT THE END OF EACH MONTH

### INFORMATION OR SERVICES TO BE PROVIDED BY THE CLIENT:

- Full copy of the application available at EPA website at following link  
[Substantive application | EPA](#)
- Landscape Assessment prepared by Wayfinder

*The Client engages the Consultant to provide the Services described above and the Consultant agrees to perform the Services for the remuneration provided above. Both Parties agree to be bound by the provision of the Short Form Model Conditions of Engagement (overleaf), including clauses 2, 11 and 12 and any variations noted below. Once signed, this agreement, together with the conditions overleaf and any attachments, will replace all or any oral agreement previously reached between the Parties.*

### VARIATIONS TO THE SHORT FORM MODEL CONDITIONS OF ENGAGEMENT (OVERLEAF):

- 21.a The Client and Consultant each agree not to use or disclose the other Party's Confidential Information to any person or organisation other than:
- i) to the extent that use or disclosure is necessary for the purposes of providing or using the Services;
  - ii) if the other Party gives prior written approval to the use or disclosure;
  - iii) if the use or disclosure is required by law including under the Official Information Act 1982, Local Government Official Information and Meetings Act 1987 or any other regulation, rule or policy that is binding on that Party; or
  - iv) if the information has already become public, other than through a breach of the obligation of confidentiality by one of the Parties.
- b. Each Party will ensure that its Personnel:
- i) are aware of the confidentiality obligations in this Short Form Agreement; and
  - ii) do not use or disclose any of the other Party's Confidential Information except as allowed by this Short Form Agreement.



- c. Each Party will:
- i) put in place and maintain adequate security measures to safeguard the other Party's Confidential Information from unauthorised access or use by third parties;
  - ii) notify the other Party if it becomes aware of any suspected or actual unauthorised use, copying or disclosure of the other Party's Confidential Information; and
  - iii) comply with any reasonable direction of the other Party in relation to any suspected or actual breach of the obligations in this Short Form Agreement.
- d. For the purpose of this clause 21, Confidential Information is information, including data and personal information, that:
- i) is by its nature confidential;
  - ii) is marked by either Party as 'confidential', 'in confidence', 'restricted' or 'commercial in confidence';
  - iii) is provided by either Party or a third party 'in confidence'; or
  - iv) either Party knows or ought to know is confidential.
22. **[This clause is optional]** Publicity, and reputation and [third party] relationships: The Consultant acknowledges that its activities may affect the goodwill and reputation of the Council, as well as Council's relationships with stakeholders and accordingly:
- i) Disrepute: The Consultant must not do anything which brings, or would be likely to bring, the Council into disrepute;
  - ii) Public communication: Other than as expressly provided for elsewhere in the Contract, the Consultant shall not make, be involved in or permit any public communications (including statements, interviews, media coverage) concerning this Contract, the Services or the Council without the Council's prior written consent; and
  - iii) Notice: The Consultant shall immediately alert the Council to any potential media or publicity issues it becomes aware of; and
  - iv) Relationships: The Consultant must not do anything which damages, or would be likely to damage, relationships which Council holds with key stakeholders.
23. **[This clause is optional, in or out – is the contractor/consultant accessing TDC computers or systems]**
- This Agreement shall be read in conjunction with the Client's ICT Acceptable Use Policy.
- Access to the Client's systems require multi factor authentication via an authenticator application. The Consultant must have an approved authenticator application available prior to the commencement of the Services to access the Client's systems.
24. The Consultant must try to ensure that conflicts of interest do not arise, and notify the Client immediately in writing if it is thought that a conflict of interest may arise or has arisen. Where a conflict of interest is identified and the Client has given informed consent, the Consultant must establish structures and practices which:
- ensure that the conflict is avoided in practice; or
  - if avoidance is not practicable, ensure that the effects of conflict are minimised.
- In either situation, the Consultant must inform the Client of the structures and practices that have been established.
25. No amendment to this Agreement shall be effective unless it is in writing and signed by both Parties.

CLIENT AUTHORISED SIGNATORY (IES):



PRINT NAME: AIMEE CHARMLEY

DATE: 17/4/2025

CONSULTANTS AUTHORISED SIGNATORY (IES):



PRINT NAME: JOSHUA HUNT

DATE: 17/4/2025

## SHORT FORM MODEL CONDITIONS OF ENGAGEMENT

1. The Consultant shall perform the Services as described and in the attached documents.
2. The Client and the Consultant agree that where all or any of, the Services are acquired for the purposes of a business the provisions of the Consumer Guarantees Act 1993 are excluded in relation to those Services. However, nothing in this Agreement shall restrict, negate, modify or limit any of the Client's rights under the Consumer Guarantees Act 1993 where the Services acquired are of a kind ordinarily acquired for personal, domestic or household use or consumption and the Client is not acquiring the Services for the purpose of a business.
3. In providing the Services the Consultant must use the degree of skill, care and diligence reasonably expected of a professional consultant providing services similar to the Services.
4. The Client shall provide to the Consultant, free of cost, as soon as practicable following any request for information, all information in the Client's power to obtain which may relate to the Services. The Consultant shall not, without the Client's prior consent, use information provided by the Client for purposes unrelated to the Services. In providing the information to the Consultant, the Client shall ensure compliance with the Copyright Act 1994 and shall identify any proprietary rights that any other person may have in any information provided.
5. As soon as either Party becomes aware of anything that will materially affect the scope or timing of the Services, the Party must notify the other Party in writing and where the Consultant considers a direction from the Client or any other circumstance is a variation the Consultant shall notify the Client accordingly.
6. The Client may order variations to the Services in writing or may request the Consultant to submit proposals for variations to the Services.
7. The Client shall pay the Consultant for the Services the fees and expenses at the times and in the manner set out in the attached documents. Where this Agreement has been entered by an agent (or a person purporting to act as agent) on behalf of the Client, the agent and Client shall be jointly and severally liable for payment of all fees and expenses due to the Consultant under this Agreement.
8. All amounts payable by the Client shall be due on the 20th of the month following the month of issue of each GST Invoice or at such other timing as stated elsewhere in this Agreement. If the Client fails to make the payment that is due and payable and that default continues for 14 days, the Consultant may provide written notice to the Client specifying the default and requiring payment within 7 days from the date of the notice. Unless payment has been made by the Client in full, the Consultant may suspend performance of the Services any time after expiration of the notice period. The Consultant must promptly lift the suspension after the Client has made the payment. Regardless of whether or not the Consultant suspends the performance of the Services in accordance with this clause, the Consultant may charge interest on overdue amounts from the date payment falls due to the date of payment at the rate of the Consultant's overdraft rate plus 2% and in addition the costs of any actions taken by the Consultant to recover the debt.
9. Where the nature of the Services is such that it is covered by the Construction Contracts Act 2002 (CCA) and the Consultant has issued a payment claim in accordance with the CCA, the provisions of the CCA shall apply. In all other cases, if the Client, acting reasonably, disputes an invoice, or part of an invoice, the Client must promptly give the reasons for withholding the disputed amount and pay any undisputed amount in accordance with clause 8.
10. Where Services are carried out on a time charge basis, the Consultant may purchase such incidental goods and/or Services as are reasonably required for the Consultant to perform the Services. The cost of obtaining such incidental goods and/or Services shall be payable by the Client. The Consultant shall maintain records which clearly identify time and expenses incurred.
11. Where the Consultant breaches this Agreement, the Consultant is liable to the Client for reasonably foreseeable claims, damages, liabilities, losses or expenses caused directly by the breach. The Consultant shall not be liable to the Client under this Agreement for the Client's indirect, consequential or special loss, or loss of profit, however arising, whether under contract, in tort or otherwise.
12. The maximum aggregate amount payable, whether in contract, tort or otherwise, in relation to claims, damages, liabilities, losses or expenses, shall be five times the fee (exclusive of GST and disbursements) with a minimum of \$100,000 and a maximum limit of \$NZ500,000.
13. Without limiting any defences a Party may have under the Limitation Act 2010, neither Party shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on a Party within six years from completion of the Services.
14. The Consultant shall take out and maintain for the duration of the Services a policy of Professional Indemnity insurance for the amount of liability under clause 12. The Consultant undertakes to use all reasonable endeavours to maintain a similar policy of insurance for six years after the completion of the Services.
15. If either Party is found liable to the other (whether in contract, tort or otherwise), and the claiming Party and/or a Third Party has contributed to the loss or damage, the liable Party shall only be liable to the proportional extent of its own contribution.
16. Intellectual property prepared or created by the Consultant in carrying out the Services, and provided to the Client as a deliverable, ("New Intellectual Property") shall be jointly owned by the Client and the Consultant. The Client and Consultant hereby grant to the other an unrestricted royalty-free license in perpetuity to copy or use New Intellectual Property. The Clients' rights in relation to this New Intellectual Property are conditional upon the Client having paid all amounts due and owing to the Consultant in accordance with clauses 7 and 8. Intellectual property owned by a Party prior to the commencement of this Agreement (Pre-existing Intellectual Property) and intellectual property created by a Party independently of this Agreement remains the property of that Party. The Consultant accepts no liability for the use of New Intellectual Property or Pre-existing Intellectual Property other than to the extent reasonably required for the intended purposes.
17. The Consultant has not and will not assume any duty imposed on the Client pursuant to the Health and Safety at Work Act 2015 ("the Act") in connection with the Agreement.
18. The Client may suspend all or part of the Services by notice to the Consultant who shall immediately make arrangements to stop the Services and minimise further expenditure. The Client and the Consultant may (in the event the other Party is in material default that has not been remedied within 14 days of receiving the other Party's notice of breach) either suspend or terminate the Agreement by notice to the other Party. If the suspension has not been lifted after two months the Consultant has the right to terminate the Agreement and claim reasonable costs as a result of the suspension. Suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
19. The Parties shall attempt in good faith to settle any dispute themselves but failing that by mediation.
20. This Agreement is governed by the New Zealand law, the New Zealand courts have jurisdiction in respect of this Agreement, and all amounts are payable in New Zealand dollars.

## Acoustics Review Brief

SLR Ltd are to be engaged by the Environment Protection Agency (EPA) to undertake a technical review of the noise assessment for the Pahiatua Wind Farm Project (the Project). This review should be undertaken in accordance with the EPA AoG Consultancy Services Order dated 2 March 2023.

The Project application is by Pahiatua Wind Limited. The Minister for the Environment referred the Project to an expert consenting panel (ECP) under the Natural and Built Environment Act 2023 (the Act)<sup>1</sup>.

SLR's scope is provide advice to the EPA on the soundness of the methodology in the Noise Effects Assessment report prepared by Marshall Day Acoustics (MDA) dated 13 December 2024 and forming Appendix K to the Application and the manner in which the findings are incorporated into the Assessment of Environmental Effects (AEE) report prepared by Aurecon.

In particular, the review is to include:

1. Consideration of the baseline noise and wind speed data, wind turbine calculations and provide advice to the ECP as to whether
  - a. the derived wind varying noise limits are correct,
  - b. predicted turbine noise calculations are correct; and
  - c. the noise level mitigations are correct.
2. A review of the following conditions
  - a. Condition 33. Operational Noise – Turbine Operation
  - b. Condition 34. Pre-Instalment Acoustic Assessment
  - c. Condition 35. Compliance Testing
3. In considering Items 1 and 2 above, comment should be made on:
  - a. Cumulative turbine noise levels including adjacent wind farms and the Pahiatua Wind Farm; and
  - b. The efficacy (or otherwise) of not having a condition requiring the production and certification of an Operational Noise Management Plan (ONMP). In considering this, reference should be made to condition NO6

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<sup>1</sup> The NBEA was repealed on 23 December 2023 and replaced with the Resource Management (Natural and Built Environment and Spatial Planning Repeal and Interim Fast-track Consenting) Act 2023 ('the repeal Act'). Clause 8 of Schedule 1 of the repeal Act preserves all of Part 2 of Schedule 10 (Fast track consenting process) of the former Act, subject to some specific modifications.

of the Expert Consenting Panel on the application by NZ Windfarms Ltd for the proposed repowering of the Te Rere Hau Wind Farm dated 31 May 2023. <https://www.epa.govt.nz/assets/Uploads/Documents/Fast-track-consenting/Te-Rere-Hau/Te-Rere-Hau-Windfarm-Repowering-Decision-report-including-minor-corrections.pdf>. That condition requires a ONMP. MDA and Aurecon were also the acoustic and planning experts respectively in that application.

**Notes:**

- i. SLR's review can exclude noise effects associated with construction of the wind farm and ancillary infrastructure such as electrical power distribution systems (substations and cabling).
- ii. Any alterations, additions or corrections to the draft conditions are able to be recommended by SLR.

**From:** [Pahiatuawind Fasttrack](#)  
**To:** [Aimee Charmley](#)  
**Cc:** [Pahiatuawind Fasttrack](#); [REDACTED]  
**Subject:** Re: Request for ratepayer details from Tararua District Council - Pahiatua Wind Farm fast-track consenting application (NBEA00004)  
**Date:** Wednesday, 2 April 2025 10:39:29 am  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image008.png](#)  
[image009.png](#)  
[Outlook-Text Desc.png](#)

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Mōrena Aimee,

Thank you for your patience.

An EPA colleague has confirmed the costs are recovered under [Natural and Built Environment Act 2023 No 46 \(as at 23 December 2023\), Public Act – New Zealand Legislation](#) cl 94(1) of Schedule 19 of the NBEA.

This represents a change from the COVID-FTCA and I understand that Auckland Council, Waikato District Council and Waipa District Council are the other local authorities where NBEA Applications come within their territorial authority boundaries.

Ngā mihi

[REDACTED]  
Senior Advisor, Fast-Track Consenting (Contractor)  
[REDACTED]



---

**From:** Aimee Charmley <Aimee.Charmley@Taruadc.govt.nz>  
**Sent:** Monday, March 31, 2025 9:44 AM  
**To:** [REDACTED]@epa.govt.nz  
**Cc:** Pahiatuawind Fasttrack <Pahiatuawind.fasttrack@epa.govt.nz>; [REDACTED]  
[REDACTED]@epa.govt.nz  
**Subject:** RE: Request for ratepayer details from Tararua District Council - Pahiatua Wind Farm fast-track consenting application (NBEA00004)

Hi [REDACTED]

I am keen to get an understanding of what can and can't be cost recovered under NBEA Fast Track process.

Are you able to come back to me?

Thanks

Aimee



**Aimee Charmley | Planning Services Manager**  
Corporate - Regulatory Services - Planning Services | Tararua District Council

- Phone: +64 6 3744080 | Mobile: +64 27 3904339
- [Aimee.Charmley@Tararua.govt.nz](mailto:Aimee.Charmley@Tararua.govt.nz)
- 26 Gordon Street, Dannevirke 4930, PO Box 115
- [www.tararua.govt.nz](http://www.tararua.govt.nz)
- [www.facebook.com/tararua](https://www.facebook.com/tararua)

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**From:** [REDACTED]@epa.govt.nz>

**Sent:** Friday, 28 March 2025 1:56 pm

**To:** Aimee Charmley <Aimee.Charmley@Tararua.govt.nz>

**Cc:** Pahiatuawind Fasttrack <Pahiatuawind.fasttrack@epa.govt.nz>; [REDACTED]  
[REDACTED]@epa.govt.nz>

**Subject:** Re: Request for ratepayer details from Tararua District Council - Pahiatua Wind Farm fast-track consenting application (NBEA00004)

**EXTERNAL EMAIL ALERT:** Caution advised. This message is from an external sender. Verify the sender's identity and use caution with attachments and links.

Kia ora Aimee,

Thank for your enquiry and I would like to introduce myself as the Project Lead for this Application.

I will get back to you shortly on the cost recovery requirements under the NBEA as it may differ from the previous COVID-FTC requirements.

In the meantime, please let us know if you have any other queries.

Ngā mihi



Senior Advisor, Fast-Track Consenting (Contractor)



---

**From:** Aimee Charmley <[Aimee.Charmley@Taranuadc.govt.nz](mailto:Aimee.Charmley@Taranuadc.govt.nz)>

**Sent:** Thursday, March 27, 2025 5:26 PM

**To:** Pahiatuawind Fasttrack <[Pahiatuawind.fasttrack@epa.govt.nz](mailto:Pahiatuawind.fasttrack@epa.govt.nz)>

**Subject:** RE: Request for ratepayer details from Tararua District Council - Pahiatua Wind Farm fast-track consenting application (NBEA00004)

Hi 

I just thought I would follow up with an e-mail. I called you this afternoon to ask about Council cost recovery in the fast track process under NBEA 2023. I have not completed a Fast Track application under NBEA Act 2023 before. Can Council cost recover for the time spent on providing their comments? And can we cost recover for any experts engaged to inform our comments or response?

Appreciate your direction here.

Thanks

Aimee



**Aimee Charmley | Planning Services Manager**

**Corporate - Regulatory Services - Planning Services | Tararua District Council**

- 
- Phone: +64 6 3744080 | Mobile: +64 27 3904339
  - [Aimee.Charmley@Taranuadc.govt.nz](mailto:Aimee.Charmley@Taranuadc.govt.nz)
  - 26 Gordon Street, Dannevirke 4930, PO Box 115
  - [www.taranuadc.govt.nz](http://www.taranuadc.govt.nz)
  - [www.facebook.com/taranuadc](http://www.facebook.com/taranuadc)

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**From:** Pahiatuawind Fasttrack <[Pahiatuawind.fasttrack@epa.govt.nz](mailto:Pahiatuawind.fasttrack@epa.govt.nz)>

**Sent:** Thursday, 20 March 2025 11:41 am

**To:** Aimee Charmley <[Aimee.Charmley@Taranuadc.govt.nz](mailto:Aimee.Charmley@Taranuadc.govt.nz)>

**Subject:** Re: Request for ratepayer details from Tararua District Council - Pahiatua Wind Farm fast-track consenting application (NBEA00004)

**EXTERNAL EMAIL ALERT:** Caution advised. This message is from an external sender. Verify the sender's identity and use caution with attachments and links.

Kia ora Aimee,

Thanks for your time on the phone earlier. As requested, please see attached the records of title the applicant provided with its application documents.

Ngā mihi

[REDACTED]

[REDACTED]

Advisor, Land & Oceans Applications

[REDACTED]

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**From:** Pahiatuawind Fasttrack

**Sent:** Wednesday, March 19, 2025 8:39 AM

**To:** [Aimee.Charmley@TararuaDC.govt.nz](mailto:Aimee.Charmley@TararuaDC.govt.nz)

**Cc:** [planning@tararuaDC.govt.nz](mailto:planning@tararuaDC.govt.nz); [REDACTED]

**Subject:** Request for ratepayer details from Tararua District Council - Pahiatua Wind Farm fast-track consenting application (NBEA00004)

Tēnā koe Aimee,

I hope this email finds you well.

I am [REDACTED] from the EPA, and I am requesting ratepayer details, with regards to the Pahiatua Wind Farm NBEA0004 application from land parcels that have been identified in preparation for invitation for submissions for the application.

To aid in locating what is required, please find attached a letter requesting the specific information as well as the shape files that relate to some of the relevant land parcels and a template excel spreadsheet for you to provide the information on. If there is any additional ratepayer information that is relevant to include, we would appreciate you also providing this.

It would be greatly appreciated if you could provide this information at your earliest convenience (but by next Wednesday at the latest). If you cannot provide the information by next Wednesday, please let us know when this information will be available.

Let me know if you have any questions or any trouble accessing the attached documents. Thank you very much in advance for your help.

Ngā mihi

[Redacted]

[Redacted]

Advisor, Land & Oceans Applications

[Redacted]

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Allie Dunn

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**From:** [REDACTED]@aurecongroup.com>  
**Sent:** Monday, 14 April 2025 4:12 pm  
**To:** Aimee Charmley  
**Subject:** RE:

**EXTERNAL EMAIL ALERT:** Caution advised. This message is from an external sender. Verify the sender's identity and use caution with attachments and links.

Hi Aimee

Thank you for putting this together. I've now discussed with the client and they appreciate the estimate.

We will go ahead and update the onboarding form we previously completed for TDC (for the pre-app work) and put this in front of the client so their system is ready for your invoice.

The client has asked that, when providing your invoice, please also include copies of the specialists' invoices. This will help the invoice processing to run smoothly. We've also found it's helpful if specialists provide receipts with their invoices (if they have any from site visits etc), as everything has to go through an offshore invoicing process and more information is usually better than less, and helps speed things along.

I'm more than happy to discuss if you need further information; but I hope this is enough for you to get started on what you need to action.

Kind regards

[REDACTED]  
Manager, Environment and Planning, Aurecon  
[REDACTED]

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**From:** Aimee Charmley <Aimee.Charmley@Taranuadc.govt.nz>  
**Sent:** Monday, 14 April 2025 10:37 am  
**To:** [REDACTED]@aurecongroup.com>  
**Subject:**

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Hi [REDACTED]

Just looking for an update from your client in terms of the peer reviews and the estimates provided to prepare our Council submission.

I would like to sign the SFA's and get this actioned once I receive confirmation from you.

Kind regards,



Aimee Charmley | Planning Services Manager  
Corporate - Regulatory Services - Planning Services | Tararua District Council

- Phone: +64 6 3744080 | Mobile: +64 27 3904339
- [Aimee.Charmley@Tararua.govt.nz](mailto:Aimee.Charmley@Tararua.govt.nz)
- 26 Gordon Street, Dannevirke 4930, PO Box 115
- [www.tararua.govt.nz](http://www.tararua.govt.nz)
- [www.facebook.com/tararua](https://www.facebook.com/tararua)

**From:** Aimee Charmley  
**Sent:** Friday, 11 April 2025 12:39 pm  
**To:** [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>  
**Subject:** RE:

Hi [REDACTED]

I have heard back from Harriet. She would expect the fees for the peer review fees to be between \$ [REDACTED] and [REDACTED] excluding GST and disbursements.

I am keen to get SFAs signed and in place.

Can you let me know if your client is satisfied with the estimates provided?

Thanks



Aimee Charmley | Planning Services Manager  
Corporate - Regulatory Services - Planning Services | Tararua District Council

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- [www.tararua.govt.nz](http://www.tararua.govt.nz)
- [www.facebook.com/tararua](https://www.facebook.com/tararua)

**From:** [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>  
**Sent:** Wednesday, 9 April 2025 2:18 pm  
**To:** Aimee Charmley <[Aimee.Charmley@Tararua.govt.nz](mailto:Aimee.Charmley@Tararua.govt.nz)>  
**Subject:** RE:

**EXTERNAL EMAIL ALERT:** Caution advised. This message is from an external sender. Verify the sender's identity and use caution with attachments and links.

Thanks Aimee – will package up for the client when we receive word from you on Harriet – thank you

[Redacted]  
Manager, Environment and Planning, Aurecon  
[Redacted]

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From: Aimee Charmley <[Aimee.Charmley@Taranuadc.govt.nz](mailto:Aimee.Charmley@Taranuadc.govt.nz)>  
Sent: Monday, 7 April 2025 5:04 pm  
To: [Redacted] <[\[Redacted\]@aurecongroup.com](mailto:[Redacted]@aurecongroup.com)>  
Subject:

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Hi [Redacted]

Peter Runcie has provided a cost estimate - \$ [Redacted] Plus GST – this is up to 20 hours

**Fees & Timing of Payments: Estimated Consultant Fees, Charges and Reimbursable Expenses**

Scope of Services	Amount (ex GST)
Peer review (estimated budget – up to 20 hours)	\$ [Redacted]

The fee is valid for a period of 60 days from the date of this Agreement.

2025 A&V hourly rates for the key project roles are provided below. These are subject to yearly review

Role	Hourly rate (ex GST)
Technical Director (Acoustics)	\$ [Redacted]
Principal Consultant (Acoustics)	\$ [Redacted]
Associate Consultant (Acoustics)	\$ [Redacted]

Landscape Peer Review - Josh Hunt

In relation to likely fees, this is all based on an approximate

The peer review and a site visit (on my own to public location)  
If I needed to spend time with neighbouring residents, then  
Beyond that, if I was to be directed to undertake conferenc

So depending on the exact scope of my involvement, you w

Transport – Harriet Fraser – TBC (scope should arrive mid-week). Input to be provide from Andrew Desmond – charge out 5 x \$ [Redacted] - \$ [Redacted]

Aimee Charmley – draft submission on behalf of Council and background reading – 20 x \$ [REDACTED] - \$ [REDACTED]

Let me know if you have any questions or require additional detail?

Thanks

Aimee



**Aimee Charmley | Planning Services Manager**  
**Corporate - Regulatory Services - Planning Services | Tararua District Council**

---

-  Phone: +64 6 3744080 | Mobile: +64 27 3904339
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This email has been scanned for viruses and malware.

**Allie Dunn**

---

**From:** [REDACTED]@aurecongroup.com>  
**Sent:** Monday, 7 April 2025 4:37 pm  
**To:** Aimee Charmley  
**Cc:** [REDACTED]  
**Subject:** RE: Pahiatua Wind Farm Fast Track Council Submission

**EXTERNAL EMAIL ALERT:** Caution advised. This message is from an external sender. Verify the sender's identity and use caution with attachments and links.

Hi Aimee

Thanks for the update, much appreciated.

As discussed on Friday, are you able to please provide an estimate of the likely costs associated with the peer reviews/making a submission?

This is something that is provided for by clause 94(5) (estimate of costs likely to be recovered).

Thank you

[REDACTED]  
Manager, Environment and Planning, Aurecon  
[REDACTED]

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**From:** Aimee Charmley <Aimee.Charmley@Taranuadc.govt.nz>  
**Sent:** Monday, 7 April 2025 3:06 pm  
**To:** [REDACTED]@aurecongroup.com>  
**Cc:** [REDACTED]@aurecongroup.com>  
**Subject:** Pahiatua Wind Farm Fast Track Council Submission

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Hi Guys,

In the interest of keeping up the communication we are in the process of obtaining scope for the peer review of the key effects to inform Council's submission. We can cost recover from your client for the expert peer reviews under cl 94(1) of Schedule 19 of the NBEA.

We are looking to engage Peter Runchie from SLR to undertake the acoustic review, Harriet Fraser from Harriet Fraser Traffic Engineering and Transport Planning Ltd to undertake the ITA review and Josh Hunt from Narrative Landscape to undertake the landscape peer review – these review will be undertaken and used to inform Council's submission that I will be preparing for this application.

Let me know if you require anything else.

Kind regards,



**Aimee Charmley | Planning Services Manager**  
Corporate - Regulatory Services - Planning Services | Tararua District Council

-  Phone: +64 6 3744080 | Mobile: +64 27 3904339
-  [Aimee.Charmley@Tararua.govt.nz](mailto:Aimee.Charmley@Tararua.govt.nz)
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-  [www.facebook.com/tararua.govt.nz](https://www.facebook.com/tararua.govt.nz)

---

**From:** [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>  
**Sent:** Tuesday, 1 April 2025 9:45 am  
**To:** Aimee Charmley <[Aimee.Charmley@Tararua.govt.nz](mailto:Aimee.Charmley@Tararua.govt.nz)>  
**Cc:** [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>  
**Subject:** RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

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Hi Aimee, thanks for reaching out, I am checking in with the team/our client and will come back to you as soon as possible. Thanks

[REDACTED]  
Manager, Environment and Planning, Aurecon  
[REDACTED]

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---

**From:** Aimee Charmley <[Aimee.Charmley@Tararua.govt.nz](mailto:Aimee.Charmley@Tararua.govt.nz)>  
**Sent:** Monday, 31 March 2025 10:43 am  
**To:** [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>  
**Cc:** [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>  
**Subject:** RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

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Hi [REDACTED]

On behalf of TDC we are inquiring whether or not the applicant would be willing to pick up the cost of the peer review for what TDC considers to be the key effect of the proposed wind farm? We think the acoustics, landscape and shadow flicker expert reports should be peer reviewed and we believe that these peer reviews will be fundamental to inform the decision making process and to ensure that adequate mitigation is provided. TDC is a small Council and we do not have budget to complete these peer reviews and we do not have in house specialists to help inform our submission. The actual cost of these unbudgeted peer review burden our small ratepayer community. I know I have previously requested the per reviews but I appreciate that this was

at a different stage of the process (prior to the application being accepted as a fast track project). As an act of goodwill to the Tararua community and in good faith of the fast track process we again request that the applicant pick up these peer review costs?

Thanks for your time and consideration. Please let me know if your client is willing to pick up these costs?

Kind regards,

Aimee



**Aimee Charmley | Planning Services Manager**  
Corporate - Regulatory Services - Planning Services | Tararua District Council

-  Phone: +64 6 3744080 | Mobile: +64 27 3904339
-  [Aimee.Charmley@Tararua.govt.nz](mailto:Aimee.Charmley@Tararua.govt.nz)
-  26 Gordon Street, Dannevirke 4930, PO Box 115
-  [www.tararua.govt.nz](http://www.tararua.govt.nz)
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---

**From:** [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>  
**Sent:** Monday, 10 March 2025 4:13 pm  
**To:** Aimee Charmley <[Aimee.Charmley@Tararua.govt.nz](mailto:Aimee.Charmley@Tararua.govt.nz)>  
**Cc:** [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>  
**Subject:** RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

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Hi Aimee

Just to let you know that the EPA has now formally accepted the application for processing (it has passed the "completeness check"). The EPA will now work through the next steps including appointing an expert panel and inviting submissions, all explained in detail on their [website](#).

The EPA has also let us know that the application and all appendices will go onto this webpage – made live **from** 12 March [www.epa.govt.nz/fast-track-consenting/nbea-fast-track-projects/pahiatua-wind-farm/substantive-application/](http://www.epa.govt.nz/fast-track-consenting/nbea-fast-track-projects/pahiatua-wind-farm/substantive-application/)

We are also sharing this news with the community this week and informing them of the next steps. I've shared the update we'll send to them below FYI.

Please feel free to get in touch with any questions.

Kind regards

[REDACTED]

### **Proposed Pahiatua Wind Farm – general community update**

Kia ora,

Following our last update of December 2024 letting you know the proposed Pahiatua Wind Farm had been accepted into the Fast-track consent pathway, we would now like to inform you that the substantive consent application has been lodged with the Environmental Protection Agency (EPA).

An expert consenting panel will now be appointed by the EPA to decide on our application. This panel will be an independent decision-making body set up for this Fast-track project, with members appointed by the Chief Environment Court Judge. The panel will consist of a chair and two or three members, including one nominee from each of the relevant local authorities and iwi authorities.

In accordance with the Fast-track process established under the Natural and Built Environment Act (NBEA), the expert consenting panel will invite submissions on our application **from individuals and groups identified in the NBEA**. Panels must invite submissions from those specific people or groups and may invite submissions from other groups or persons to whom the panel considers the activity is relevant.

If you are among those invited to submit, you will receive a letter from the panel, which will include a submission form and further details.

### **Important Information**

- **Where to find the application:** The substantive application, including all the specialist reports, will be available online at the Environmental Protection Authority website **from** 12 March: [www.epa.govt.nz/fast-track-consenting/nbea-fast-track-projects/pahiatua-wind-farm/substantive-application/](http://www.epa.govt.nz/fast-track-consenting/nbea-fast-track-projects/pahiatua-wind-farm/substantive-application/)
- **Submissions:** Those invited to make a submission will have 20 working days from the date of the invitation letter to do so. Additional information on who is eligible to submit, and how to make a submission can be found here: [Submission Information](#).
- **Timeline:** Processing timelines for individual projects vary, depending on the specifics of each project. The basic steps and timing of the process are set out on the EPA website here: [Overview: Fast-track consenting under the Natural and Built Environment Act 2023 | EPA](#).
- For further information on the submissions, process, and timeline the EPA can be contacted via [info@epa.govt.nz](mailto:info@epa.govt.nz).

If you have any questions about the project, please reach out to us at [Pahiatuawind@arecongroup.com](mailto:Pahiatuawind@arecongroup.com) or call us directly on 027 395 9352. You can also find more on the Yinson Renewables NZ [website](#).

We will continue to keep you updated as we move forward.

Ngā mihi,  
**Michelle Saldanha**  
**Project Manager**  
*On behalf of*  
Yinson Renewables

██████████  
Manager, Environment and Planning, Aurecon  
██████████

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From: [REDACTED]  
Sent: Tuesday, 25 February 2025 5:09 pm  
To: Aimee Charmley <[Aimee.Charmley@Tararua.govt.nz](mailto:Aimee.Charmley@Tararua.govt.nz)>  
Cc: [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>; [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>  
Subject: RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

Hi Aimee

Just to update you that we did in fact lodge the substantive consent application (Fast-track) for Pahiatua Wind Farm with EPA yesterday afternoon.

The EPA has acknowledged receipt and noted that they will now do their "completeness check" under the NBEA. They have 10 WD to do this and will complete the check by 10 March. If confirmed as complete, they will refer the application to a panel for next steps in the process; if incomplete they won't refer to a panel (effectively they would return the application to us) and we would have some work to do to reapply.

We are advising councils and iwi of this milestone, but at this stage don't intend to do wider comms with other stakeholders and the community until the application is accepted for processing. Otherwise there could be confusion and a 10 WD gap in proceedings when nothing is available and the application is not even formally accepted.

We will certainly do widespread comms once the application is accepted for processing.

If you have any queries please don't hesitate to get in touch.

I'm also chasing up the onboarding form so you can invoice for the pre-app time, hopefully soon.

Kind regards

[REDACTED]  
Manager, Environment and Planning, Aurecon  
[REDACTED]

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From: Aimee Charmley <[Aimee.Charmley@Tararua.govt.nz](mailto:Aimee.Charmley@Tararua.govt.nz)>  
Sent: Wednesday, 19 February 2025 10:08 am  
To: [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>  
Cc: [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>  
Subject: RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

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Thanks [REDACTED] This is much appreciated.



**Aimee Charmley | Planning Services Manager**  
Corporate - Regulatory Services - Planning Services | Tararua District Council

-  Phone: +64 6 3744080 | Mobile: +64 27 3904339
-  [Aimee.Charmley@Tararua.govt.nz](mailto:Aimee.Charmley@Tararua.govt.nz)
-  26 Gordon Street, Dannevirke 4930, PO Box 115
-  [www.tararua.govt.nz](http://www.tararua.govt.nz)

---

**From:** [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>  
**Sent:** Wednesday, 19 February 2025 9:32 am  
**To:** Aimee Charmley <[Aimee.Charmley@Taruadc.govt.nz](mailto:Aimee.Charmley@Taruadc.govt.nz)>  
**Cc:** [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>  
**Subject:** RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

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Thanks Aimee

Just as a quick update we are currently sorting the onboarding form with the client so you should be in a position to invoice this soon – I will let you know when this is all set up. Thanks for your patience.

Consent application still not lodged – still closing out a final matter – I will keep you posted.

Regards

[REDACTED]  
Manager, Environment and Planning, Aurecon  
[REDACTED]

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**From:** Aimee Charmley <[Aimee.Charmley@Taruadc.govt.nz](mailto:Aimee.Charmley@Taruadc.govt.nz)>  
**Sent:** Wednesday, 12 February 2025 8:56 am  
**To:** [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>  
**Cc:** [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>  
**Subject:** RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

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Hi [REDACTED]

Great update. I have got the GST number and bank account details:

GST 51-923-448

Bank account details:

# Lodging Your Application and Paying Fees

- Send your application to [planning@tararua.govt.nz](mailto:planning@tararua.govt.nz) or bring in your completed application
- [Pay the required fees](#)

If you wish to pay via internet banking, the Council bank account details are as follows:

Account Name – **Tararua District Council**

Account Number – **03-0614-0088406-01**

## For Subdivision Consents:

Particulars	Code	Reference
Surname	468	Address



**Aimee Charmley | Planning Services Manager**

Corporate - Regulatory Services - Planning Services | Tararua District Council

Phone: +64 6 3744080 | Mobile: +64 27 3904339

[Aimee.Charmley@Tararua.govt.nz](mailto:Aimee.Charmley@Tararua.govt.nz)

26 Gordon Street, Dannevirke 4930, PO Box 115

[www.tararua.govt.nz](http://www.tararua.govt.nz)

[www.facebook.com/tararua.govt.nz](https://www.facebook.com/tararua.govt.nz)

From: [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>

Sent: Tuesday, 11 February 2025 1:03 pm

To: Aimee Charmley <[Aimee.Charmley@Tararua.govt.nz](mailto:Aimee.Charmley@Tararua.govt.nz)>

Cc: [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>

Subject: RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

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Hi Aimee

Sorry for the delay.

Invoicing would go to [REDACTED] (Aurecon, above) and CC in [REDACTED] (client) ([REDACTED]@vinson.com" and "invoice.nz@vinson.com").

- Billing address:

Pahiatua Wind Ltd  
C\ - Greenwood Roche  
Level 13/36 Customhouse Quay  
Wellington Central  
Wellington 6011

Email: invoice.nz@vinson.com

Thanks for filling out the table. I mentioned invoicing would run more smoothly if we can get this amount "pre-approved" by the client – to do this we need to get you onboarded – to allow us to complete that could you please provide **Council's bank account number and GST number**.

In terms of updates on substantive application – we are expecting to lodge this with EPA any day now – we are just closing out a couple of final matters. I will let you know when we lodge this.

Thank you

[REDACTED]  
Manager, Environment and Planning, Aurecon  
[REDACTED]

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**From:** Aimee Charmley <[Aimee.Charmley@Taranuadc.govt.nz](mailto:Aimee.Charmley@Taranuadc.govt.nz)>  
**Sent:** Tuesday, 11 February 2025 11:37 am  
**To:** [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>  
**Subject:** FW: Proposed Pahiatua wind farm - 2nd pre-app with TDC

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---

Hi [REDACTED]

I am just following up on this so we can get this invoice out.

Also I am keen to touch base with you around any updates on Pahiatua Wind Farm?

Thanks

Aimee

**Aimee Charmley | Planning Services Manager**  
**Corporate - Regulatory Services - Planning Services | Taranu District Council**

---

 Phone: +64 6 3744080 | Mobile: +64 27 3904339  
 [Aimee.Charmley@Taranuadc.govt.nz](mailto:Aimee.Charmley@Taranuadc.govt.nz)



26 Gordon Street, Dannevirke 4930, PO Box 115  
[www.tararua.govt.nz](http://www.tararua.govt.nz)  
[www.facebook.com/tararua](https://www.facebook.com/tararua)

**From:** Aimee Charmley  
**Sent:** Tuesday, 4 February 2025 11:01 am  
**To:** [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>  
**Subject:** RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

Hi [REDACTED]

The cost recovery table is completed below – who do we make the invoice out to please?

Thanks for sending through the minutes.

Any update on timeframes for substantive application?

Thanks

Aimee



**Aimee Charmley | Planning Services Manager**  
Corporate - Regulatory Services - Planning Services | Tararua District Council

Phone: +64 6 3744080 | Mobile: +64 27 3904339  
[Aimee.Charmley@Tararua.govt.nz](mailto:Aimee.Charmley@Tararua.govt.nz)  
26 Gordon Street, Dannevirke 4930, PO Box 115  
[www.tararua.govt.nz](http://www.tararua.govt.nz)  
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**From:** [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>  
**Sent:** Wednesday, 27 November 2024 12:15 pm  
**To:** Aimee Charmley <[Aimee.Charmley@Tararua.govt.nz](mailto:Aimee.Charmley@Tararua.govt.nz)>; [REDACTED] <[\[REDACTED\]@evergreenconsulting.co.nz](mailto:[REDACTED]@evergreenconsulting.co.nz)>  
**Cc:** Planning Office <[Planning@Tararua.govt.nz](mailto:Planning@Tararua.govt.nz)>; [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>; [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>  
**Subject:** RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

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Hi Aimee

Thanks for setting up the conditions workshop meeting for Tues 3 Dec. Aim of the meeting will be to talk through proposed conditions and seek your general feedback.

As discussed, here are the five key specialist reports and the proposed condition set for your perusal ahead of the meeting [Files to share - Pahiatua for TDC](#). The reports are:

- Noise
- Landscape and Visual
- Ecology
- Shadow Flicker and
- Integrated Traffic Assessment (ITA)

We have also just received Cultural Impact Assessments from Rangitāne o Tāmaki Nui a Rua and Ngāti Kahungunu ki Tāmaki nui-a-Rua – but have not had time to incorporate conditions of interest to them – so will be working on that over next few weeks – at the moment we have red placeholders around **Tangata Whenua Values and Engagement**.

Also if could you **please provide Council’s bank account number and fill in the table below with estimated cost**. We can then inform the client and get this amount “pre-approved” so the invoicing can run smoothly.

Item	Cost (including GST)
Time already charged to the file (2x pre application meetings)	\$2000
Attend final pre-app meeting @ \$560.00 per hour (you and Andrew combined) for 3 hours	\$644
Prep and follow-up for final pre-app meeting @ \$560.00 per hour (you and Andrew combined) (12 hours estimated – 10hrs for reading 5x reports, 2hrs for follow-up by email after pre-app) <b>Please adjust if you don’t think this sounds right</b>	\$6720
<b>TOTAL</b>	<b>\$9364</b>

Look forward to catching up on Tuesday.

Thank you

██████████  
 Manager, Environment and Planning, Aurecon  
 ██████████

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**From:** ██████████  
**Sent:** Thursday, 7 November 2024 5:31 pm  
**To:** Aimee Charmley <[Aimee.Charmley@Taranuadc.govt.nz](mailto:Aimee.Charmley@Taranuadc.govt.nz)>  
**Cc:** Planning Office <[planning@taranuadc.govt.nz](mailto:planning@taranuadc.govt.nz)>; ██████████ <[██████████@aurecongroup.com](mailto:██████████@aurecongroup.com)>; ██████████ <[██████████@aurecongroup.com](mailto:██████████@aurecongroup.com)>  
**Subject:** RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

Hi Aimee

Ecology report is now approved and I attach it FYI. Noise and Landscape and Visual reports are coming soon (I hope within a week).

With that and Fast-track referral decision being made, it would be great to lock in our final pre-app/conditions workshop – could we please set up a time?

The week of 18-22 Nov is looking good for me. Say set aside 2-3 hours for discussion?

Thanks for the info on rates earlier. To close out the estimate/billing business, could you **please provide Council’s bank account number and fill in the table below with estimated cost**. We can then inform the client and get this amount “pre-approved” so the invoicing can run smoothly. This would not be a cap – if we exceed the amount, another estimate could be done. This way, we will not need to fill out the form that we discussed earlier.

Item	Cost (including GST)
Time already charged to the file	\$

Attend final pre-app meeting @ \$560.00 per hour (you and Andrew combined) for 3 hours	\$
Prep and follow-up for final pre-app meeting @ \$560.00 per hour (you and Andrew combined) (12 hours estimated – 10hrs for reading 5x reports, 2hrs for follow-up by email after pre-app) <i>Please adjust if you don't think this sounds right</i>	\$
<b>TOTAL</b>	\$

Look forward to hearing from you

Thanks

[REDACTED]  
 Manager, Environment and Planning, Aurecon  
 [REDACTED]

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**From:** [REDACTED]  
**Sent:** Thursday, 7 November 2024 4:33 pm  
**To:** Aimee Charmley <[Aimee.Charmley@Tararua.govt.nz](mailto:Aimee.Charmley@Tararua.govt.nz)>  
**Cc:** Planning Office <[planning@tararua.govt.nz](mailto:planning@tararua.govt.nz)>; [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>; [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>  
**Subject:** RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

Hi Aimee

Just to quickly let you know that the referral application to use the fast-track consenting process has now been accepted by the Minister for the Environment.

I will send you a slightly longer, more formal notification email next, so you can share it with CEO and/or councillors/mayor as you see fit.

I will come back to you again shortly too on the pre-app set up.

Ngā mihi

[REDACTED]  
 Manager, Environment and Planning, Aurecon  
 [REDACTED]

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**From:** [REDACTED]  
**Sent:** Monday, 4 November 2024 10:55 am  
**To:** Aimee Charmley <[Aimee.Charmley@Tararua.govt.nz](mailto:Aimee.Charmley@Tararua.govt.nz)>  
**Cc:** Planning Office <[planning@tararua.govt.nz](mailto:planning@tararua.govt.nz)>; [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>; [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>  
**Subject:** RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

Hi Aimee

No problem, appreciate you will be busy. We still don't have Fast-track decision, it is taking longer than expected – but we know from EPA the final decision is sitting with the Minister and we really expect the decision literally any day now.

I would be very keen to lock in a time with you [and Andrew] – I will check in how the the Noise, Landscape and Visual and Ecology reports are coming along and I'll come back to you shortly with proposed times.

Thank you

[REDACTED]  
Manager, Environment and Planning, Aurecon  
[REDACTED]

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**From:** Aimee Charmley <[Aimee.Charmley@Taranuadc.govt.nz](mailto:Aimee.Charmley@Taranuadc.govt.nz)>  
**Sent:** Monday, 4 November 2024 10:39 am  
**To:** [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>  
**Cc:** Planning Office <[planning@taranuadc.govt.nz](mailto:planning@taranuadc.govt.nz)>; [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>; [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>  
**Subject:** RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

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---

Hi [REDACTED]

Sorry I haven't forgotten about your email, I have just been tied up in other work.

How imminent is the fast track referral decision? Do you have any indicative timeframes?

We can ock in a date before Christmas for a third pre-application meeting. I will reach out to Andrew.

Thanks



**Aimee Charmley | Planning Services Manager**  
**Corporate Group - Regulatory Services | Taranu District Council**

- 
-  Phone: +64 6 3744080 | Mobile: +64 27 3904339
  -  [Aimee.Charmley@Taranuadc.govt.nz](mailto:Aimee.Charmley@Taranuadc.govt.nz)
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  -  [www.taranuadc.govt.nz](http://www.taranuadc.govt.nz)
  -  [www.facebook.com/taranuadc](http://www.facebook.com/taranuadc)

---

**From:** [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>  
**Sent:** Friday, October 25, 2024 12:25 PM  
**To:** Aimee Charmley <[Aimee.Charmley@Taranuadc.govt.nz](mailto:Aimee.Charmley@Taranuadc.govt.nz)>

Cc: Planning Office <[Planning@Tararua.govt.nz](mailto:Planning@Tararua.govt.nz)>; [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>;  
[REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>

Subject: RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

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Hi Aimee

Sorry for the delay in coming back to you, we've been in a bit of a 'tools down' period...

We would like to provide some more information and look to set up that last pre-app/conditions workshop:

**Specialist reports**

Please find finalised Shadow Flicker and Integrated Traffic Assessment (ITA) reports attached for your info. We will provide the Noise, Landscape and Visual and Ecology reports as soon as they are approved, hopefully within a week.

**Conditions workshop**

We are now working towards a lodgement date just before Christmas (provided we get a Fast-track referral decision from the Minister soon – it is imminent). For that reason would like to have the 3<sup>rd</sup> pre-app / conditions workshop during the week of 11-15 or 18-22 November, if possible. Could you please advise availability for yourself and Andrew if you will be using him?

**Onboarding for payment of TDC pre-app time**

This can be achieved by either completing the form we sent you earlier; or alternatively you could provide a **high level cost estimate range and bank account details** to enable the ultimate invoicing to be accepted/paid through the client's system. The estimate would be to cover all the pre-app work up to and inclusive of the conditions workshop, prep for that etc. It would be your best estimate; not a cap. If we went above that estimate, we could reset with another estimate.

**Road/consenting issue**

As noted in the ITA and attachments there are a number of instances where wind farm components being transported would traverse private property. At present we are not proposing to consent any works external to the wind farm (eg, public roads/potential private property works on the way from Napier Port to improve pinch points). It would be good to discuss how TDC sees this issue within its district and what level of mitigation we can provide for the project. Could we please address at conditions workshop.

Examples:

- Public road transverses private property

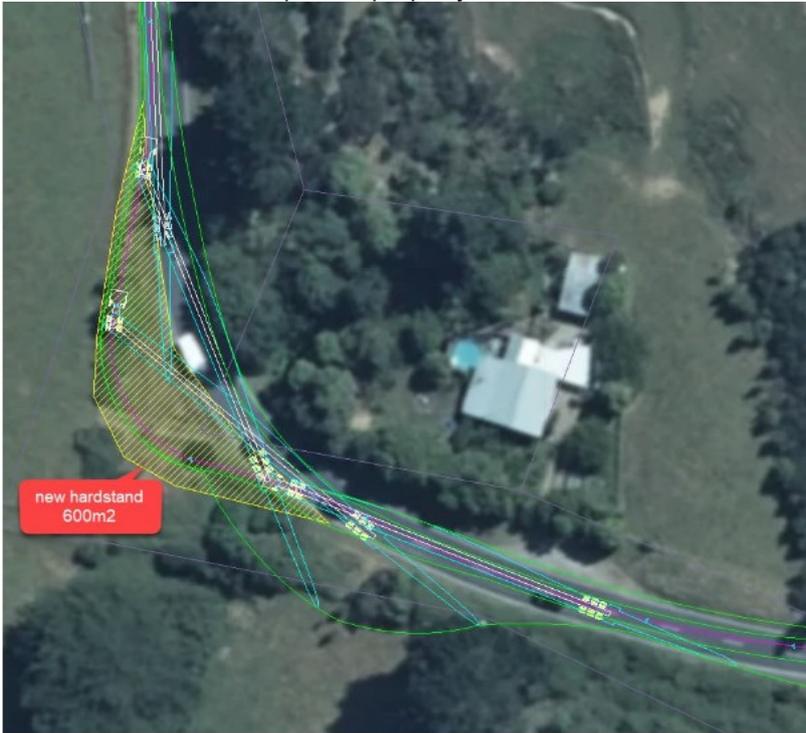


Figure 6.5-6 –Pahiatua-Mangahao Rd

- Blades will need to oversail private property (requiring tree trimming)



Figure 6.5-7 –Pahiatua-Mangahao Rd Hairpin

I hope that all makes sense; please call me to discuss anything. Look forward to hearing from you

Regards

[REDACTED]  
Manager, Environment and Planning, Aurecon  
[REDACTED]

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**From:** [REDACTED]  
**Sent:** Wednesday, 18 September 2024 11:06 am  
**To:** Aimee Charmley <[Aimee.Charmley@Taranuadc.govt.nz](mailto:Aimee.Charmley@Taranuadc.govt.nz)>  
**Cc:** Planning Office <[planning@taranuadc.govt.nz](mailto:planning@taranuadc.govt.nz)>; [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>; [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>  
**Subject:** RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

Hi Aimee

It was good to catch up yesterday, thanks for your time on the phone.

Regarding the pre-app meeting we booked in for next Monday (high level update on conditions etc), my apologies I will need to cancel and come back to you in about a month.

Long story short, there has been a project decision to 'down tools' on AEE/conditions development for the next three weeks (from Monday) while we get the specialist reports signed off and receive the CIAs and finalised SIA.

Once we have those reports finalised, we will be in a better position to finalise the AEE and do a thorough 'conditions workshop' with you.

These things, plus the delay in receiving the EPA Fast-track decision (now expected say mid-October), are pushing our probable consent lodgement date out to about January at this stage.

I will decline the meeting now (sorry for the trouble) and come back to you with a new proposal to catch up on conditions workshop.

Regarding the Yinson charging form, it would still be helpful if you could complete and return this, including hours spent on the first two pre-apps, and **estimated hours** for Andrew and yourself on the conditions workshop. Then when you invoice Yinson (up to the full amount of hours shown), things can be processed smoothly at their end. If you needed to charge more hours (eg, if conditions workshop takes longer than expected), then you would be able to fill out another form later to allow for that. Hope that makes sense.

Many thanks

[REDACTED]  
Manager, Environment and Planning, Aurecon  
[REDACTED]

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From: [REDACTED]  
Sent: Monday, September 9, 2024 12:46 PM  
To: Aimee Charmley <[Aimee.Charmley@Taranuadc.govt.nz](mailto:Aimee.Charmley@Taranuadc.govt.nz)>  
Cc: Planning Office <[planning@taranuadc.govt.nz](mailto:planning@taranuadc.govt.nz)>  
Subject: RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

Thanks Aimee, much appreciated, that sounds good, will digest and come back to you soon confirming dates. Thank you

[REDACTED]  
Manager, Environment and Planning, Aurecon  
[REDACTED]

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From: Aimee Charmley <[Aimee.Charmley@Taranuadc.govt.nz](mailto:Aimee.Charmley@Taranuadc.govt.nz)>  
Sent: Monday, September 9, 2024 12:40 PM  
To: [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>  
Cc: Planning Office <[planning@taranuadc.govt.nz](mailto:planning@taranuadc.govt.nz)>  
Subject: RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

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Hi [REDACTED]

Happy to book in the next pre-application meeting relating to conditions and Pahiatua Wind Farm.

I have spoken to our Planning administrator and she will prepare the invoice for the two other pre-application meetings.

I have spoken with Andrew Bashford and we are both available on Monday or Tuesday 23/24<sup>th</sup> September – 10 – 1pm is currently available. I am not sure how much time you are wanting for the per-application meeting.

In terms of indicatives costs for pre-application meeting:

1-2 days to review information each (depending on number of expert reports that are finalised). Plus time attending workshop.

Charge out rates - \$280/hr inc GST.

Thanks

Aimee



Phone: +64 6 3744080 | Mobile: +64 27 3904339  
Aimee.Charmley@Tararuadc.govt.nz  
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From: [REDACTED]@aurecongroup.com>  
Sent: Monday, August 26, 2024 2:01 PM  
To: Aimee Charmley <Aimee.Charmley@Tararuadc.govt.nz>  
Subject: RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

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Hi Aimee, thanks, I have a meeting between 2-3, but could catch up any time between 3-5. Does any time suit and would you like me to make a 15-30 min teams call, or is just a phonecall OK?

Thanks

[REDACTED]  
Manager, Environment and Planning, Aurecon  
[REDACTED]

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From: Aimee Charmley <Aimee.Charmley@Tararuadc.govt.nz>  
Sent: Friday, August 23, 2024 4:36 PM  
To: [REDACTED]@aurecongroup.com>  
Cc: [REDACTED]@aurecongroup.com>; [REDACTED]@aurecongroup.com>; [REDACTED]@aurecongroup.com>  
Subject: RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

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Hi [REDACTED]

Yes, absolutely happy to chat on Monday – I am free from 2-5pm on Monday.

Invoice is coming – I will follow up with Planning Administrator on Monday.

Thanks

Aimee



**Aimee Charmley | Planning Services Manager**  
**Corporate Group - Regulatory Services | Tararua District Council**

- Phone: +64 6 3744080 | Mobile: +64 27 3904339
- [Aimee.Charmley@Tararua.govt.nz](mailto:Aimee.Charmley@Tararua.govt.nz)
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---

**From:** [redacted] <[\[redacted\]@aurecongroup.com](mailto:[redacted]@aurecongroup.com)>  
**Sent:** Friday, August 23, 2024 3:37 PM  
**To:** Aimee Charmley <[Aimee.Charmley@Tararua.govt.nz](mailto:Aimee.Charmley@Tararua.govt.nz)>  
**Cc:** [redacted] <[\[redacted\]@aurecongroup.com](mailto:[redacted]@aurecongroup.com)>; [redacted] <[\[redacted\]@aurecongroup.com](mailto:[redacted]@aurecongroup.com)>; [redacted] <[\[redacted\]@aurecongroup.com](mailto:[redacted]@aurecongroup.com)>  
**Subject:** RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

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Hi Aimee

Thanks for your feedback and I take your points.

It may be best to chat through some options and I'm happy to give you a quick call on Monday afternoon if that would work?

Also happy to run you through in more detail what is being proposed, where we have landed etc – and we are still getting the specialist reports signed off which is an important part of the discussion.

Will be good to receive the invoice for the other meetings so we can pay and proceed – assume that is now on its way through the pipeline?

If it's OK we could chat further details/timeline etc on Monday (or time that suits you)?

Many thanks

[redacted]  
Manager, Environment and Planning, Aurecon  
[redacted]

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**From:** Aimee Charmley <[Aimee.Charmley@Tararua.govt.nz](mailto:Aimee.Charmley@Tararua.govt.nz)>  
**Sent:** Tuesday, August 13, 2024 8:58 AM  
**To:** [redacted] <[\[redacted\]@aurecongroup.com](mailto:[redacted]@aurecongroup.com)>  
**Cc:** [redacted] <[\[redacted\]@aurecongroup.com](mailto:[redacted]@aurecongroup.com)>; [redacted] <[\[redacted\]@aurecongroup.com](mailto:[redacted]@aurecongroup.com)>; [redacted] <[\[redacted\]@aurecongroup.com](mailto:[redacted]@aurecongroup.com)>  
**Subject:** RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

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Hi [REDACTED]

I have taken a look at the attachments and I think it would be worthwhile having a workshop running us through what is being proposed and where you have landed before we proceed into a draft conditions workshop.

I still think it would be helpful to have experts feed into the draft condition workshop as I have explained on the phone we are a small Council with a small working team so that technical support is essential to providing meaningful comments on these proposed conditions. I think if your client is prepared to pay for additional planners to review the conditions then perhaps it would be more beneficial to put some money towards technical reviews.

I will get the invoice prepared for the previous two workshops and we will need these paid before we will book in additional workshops.

I think your proposed timeline won't work. I think timing wise we will need to include workshop on proposal, followed by an opportunity to review documents and then a 4<sup>th</sup> pre-application on draft conditions.

Happy to chat through some options.

Thanks

Aimee



**Aimee Charmley | Team Leader Planning Services**  
**Corporate Group - Regulatory Services | Tararua District Council**

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-  [www.facebook.com/tararua.govt.nz](https://www.facebook.com/tararua.govt.nz)

**From:** [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>  
**Sent:** Thursday, August 8, 2024 1:03 PM  
**To:** Aimee Charmley <[Aimee.Charmley@Tararua.govt.nz](mailto:Aimee.Charmley@Tararua.govt.nz)>  
**Cc:** [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>; [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>; [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>  
**Subject:** RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

**EXTERNAL EMAIL ALERT:** Caution advised. This message is from an external sender. Verify the sender's identity and use caution with attachments and links.

Hi Aimee

As discussed, we now have completed documents and a plan for the 3<sup>rd</sup> pre-app/conditions workshop along with invoicing details. This is covered below along with an update on specialist reports.

**Completed documents**

Please find attached in this link [Files to share with councils - Pahaitua conditions workshop](#) the following documents:

- General site and project description
- Draft project plans and elevations
- Draft condition set (note CIAs not yet received, therefore tangata whenua conditions not yet covered)

**Plan for 3<sup>rd</sup> pre-app/conditions workshop**

We propose the following plan:

- Invite your perusal of the draft conditions from now
- Ask you to provide any feedback by COB Fri 23 Aug
- Look to set up a Teams meeting during week of 26-30 Aug to discuss any issues
- Close out any issues, if possible, by Fri 6 Sept

We are no longer asking for any “external specialist” input during this phase. We would ask for the focus of the conditions workshop to be on basic coverage of the issues, practicality and enforceability (ie, more of a planning/staff check).

**Invoicing details**

Please see the attached document, adjust the red parts (especially rates, effort and total price) and return to us. This will allow TDC to charge for the pre-apps along the lines set out below. Yinson has advised they are not able to fund council costs during the Fast-track submission process.

	Date	Personnel	Charge Yinson?
1st pre app (introduction)	23 Aug 2023	Aimee Charmley Andrew Bashford & Natasha Adsett (Evergreen)	Yinson happy to pay for staff time
2nd pre app (update and process)	1 Mar 2024	Aimee Charmley Sandi Morris Jack Steed	Yinson happy to pay for staff time
3rd pre app (conditions workshop)	Late Aug 2024	Aimee Charmley plus other staff TBC (no specialist input is requested)	Yinson happy to pay for staff time
Fast-track submission process	Nov, Dec, Jan (TBC)	TDC to determine staff and specialist input	Yinson are not able to fund this part (staff or specialists)

**Update on specialist reports**

It has been our intention to provide specialist reports alongside the draft conditions; however they are not yet fully signed off by the client. We will aim to get these to you as soon as possible within the above timeframes. If this is likely to be an issue or cause delays, we will investigate to what extent we can provide you with draft reports. The reports are finalised enough to inform draft conditions.

Happy to receive any feedback on the above. I take on board your comments on the phone and will be happy to discuss these with Yinson, if you would like to provide some written feedback. As an FYI, we are still awaiting a decision from the EPA/Minister on whether the project has been accepted into Fast-track or not. This may still be several weeks away and will affect lodgement date which is now looking to be pushed out by a couple of months to around October. We will keep you updated.

Look forward to hearing from you.

Regards

Manager, Environment and Planning, Aurecon

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From: Aimee Charmley <[Aimee.Charmley@Taranuadc.govt.nz](mailto:Aimee.Charmley@Taranuadc.govt.nz)>

Sent: Friday, July 19, 2024 10:16 AM

To: <[REDACTED]@aurecongroup.com>

Cc: <[REDACTED]@aurecongroup.com>; Planning Office

<[planning@taranuadc.govt.nz](mailto:planning@taranuadc.govt.nz)>; <[REDACTED]@aurecongroup.com>; <[REDACTED]

<[REDACTED]@aurecongroup.com>

Subject: Re: Proposed Pahiatua wind farm - 2nd pre-app with TDC

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Hi [REDACTED]

Thanks for the update. I hope your week is going well.

Can you please provide the details for invoicing for the previous 2 pre-application meetings? Or should we just send to Aurecon?

We would like to cost recover for any experts engaged to review this work as well. Particularly around those key effects - acoustic, landscape and traffic.

Any updates on timing?

Thanks and have a great weekend.

Kind regards

Aimee



Aimee Charmley | Team Leader Planning Services  
Corporate Group - Regulatory Services | Taranu District Council

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From: <[REDACTED]@aurecongroup.com>

Sent: Friday, July 19, 2024 9:40:39 AM

To: Aimee Charmley <[Aimee.Charmley@Taranuadc.govt.nz](mailto:Aimee.Charmley@Taranuadc.govt.nz)>

Cc: [redacted]@aurecongroup.com>; Planning Office  
<Planning@Taranuadc.govt.nz>; [redacted]@aurecongroup.com>; [redacted]  
[redacted]@aurecongroup.com>

Subject: RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

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Hi Aimee

Just a quick update – sorry this keeps getting pushed out.

We're getting closer to being able to discuss with you, it's just been taking a little time to get the draft conditions and specialist reports finalised/signed off with our client.

Very close to that being done now, so we hope to be able to provide you with draft conditions next week, and then specialist reports as they are signed off.

From there we can determine what you're most interested in discussing and best format / timing for conditions workshop – but for programme reasons we would be keen to tackle within the next 2-3 weeks.

As far as client paying for pre app time / associated reviews etc – we're setting up an "onboarding" form for TDC to come into the client's system (they have a strict process around billing etc), so that will allow billing to happen at your end. It will also specify what work can be billed for etc. We will come back to you with a draft form soon (ahead of conditions workshop) and can discuss through the details as needed.

Thanks for your patience on the billing side and conditions workshop in general!

Regards

[redacted]  
Manager, Environment and Planning, Aurecon  
[redacted]

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From: [redacted]  
Sent: Thursday, June 13, 2024 9:22 PM  
To: Aimee Charmley <Aimee.Charmley@Taranuadc.govt.nz>  
Cc: [redacted]@aurecongroup.com>; Planning Office  
<planning@taranuadc.govt.nz>; [redacted]@aurecongroup.com>  
Subject: RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

Hi Aimee

As promised, we've done a bit more work to summarise the type and number of consent conditions that might need specialist input at your end. Please see the table below.

I would stress that this is still a draft – we will be looking to optimise the ordering of conditions etc – plus we need full client sign-off on the structure and content of conditions – but this should give you a good steer on the types of conditions we are looking at and whether there is an associated specialist report for each topic.

Topic	Condition heading	Council responsible (TDC or Horizons)	Specialist report?
General	General Accordance S125(1) RMA Lapse Period S134(1) RMA Requirement for CH to ensure all persons involved are aware of conditions Requirement to provide copy of RCs Management Plans Incident Management and Reporting Review of Conditions	Both	-
Wind Turbine Characteristics	Maximum number of turbines and turbine locations Maximum turbine heights and blades Turbine structures finish	TDC	-
Transmission Line Route	Transmission Line Route corridor Transmission Line Structures Height	TDC	-
Internal Electrical Cabling	Underground cabling	TDC	-
Management Plan Certification Process	Management Plan Certification Amending the Certified Management Plan(s)	Both	-
Tangata Whenua Values and Engagement	TBC	Both	Cultural Impact Assessments (not yet completed)
Archaeological and Historic Heritage	Accidental Discovery Protocol	Both	Archaeological Assessment
Stakeholder Communications and Engagement	Complaints Register Contact and Complaints Procedure	Both	-
Airways and Civil Aviation Requirements	Notifications to Civil Aviation Authority Aviation Obstacle Lighting	TDC	Aviation Assessment

Construction Management	<p>Appointment and Notification of Project Representative</p> <p>Pre-construction Site Meeting</p> <p>Construction Environmental Management Plan</p> <p>Control of spillages of fuel, oils and other contaminants, and refuelling and lubrication activities</p> <p>Concrete Batching Plant</p> <p>Temporary site construction office compound</p>	Both	Civil Report
Works Completion Reporting	As-built Plans	Both	-
Submission of Plans and Design Reports	<p>Final design drawings and accompanying detailed design report(s)</p> <p>Selection of Final Transmission Line Route Option</p> <p>Records of Cleanfill</p>	Both	-
Erosion and Sediment Control	<p>Supervision</p> <p>Erosion and Sediment Control Plan</p> <p>Erosion and Sediment Control Performance</p> <p>Site-Specific Erosion and Sediment Control Plan(s)</p> <p>SSESCP Certification</p> <p>Amending a certified SSESCP</p> <p>Use of Cleanfill</p> <p>Dust Management Plan</p> <p>Chemical Treatment Management Plan</p> <p>Removal of ESC measures</p> <p>Winter Works Authorisation(s)</p>	Horizons	Erosion and Sediment Control Assessment
Management of Potentially Contaminated Soils	Unexpected Contamination Discovery Protocol	Both?	Contaminated Soils Assessment (Preliminary Site Investigation)
Construction Traffic Management	<p>Construction Traffic Management Plan</p> <p>Over-dimension and/or over-weight load permits</p>	TDC	Integrated Transport Assessment

Construction and Operational Noise Requirements	Construction Noise – General Operational Noise – Non-Turbine Related Operational Noise – Turbine Operation Pre-Instalment Acoustic Assessment Compliance Testing	TDC	Acoustic (Noise and Vibration) Assessment
Ecological Management Plans and Protocols	General Response to Bird and Bat Carcasses Pre-clearance Protocol for Pihoihoi Fish Management Plan	Horizons	Ecological Assessment
Culvert Design and Construction Standards	TBC	Horizons	Civil Report, Erosion and Sediment Control Assessment, Ecological Assessment (but limited detail at this stage)
Shadow Flicker Effects	Shadow Flicker Durations	TDC	Shadow Flicker Assessment

Here is a check on all the specialist reports and whether they have associated conditions:

Technical Assessments	Specialists	Associated condition?
Landscape and Visual Impact Assessment	Wayfinder (Shannon Bray)	No
Archaeological Assessment	Insite Archaeology (Daniel Parker)	Yes
Ecological Assessment	Wildlands (Jo McQueen)	Yes
Acoustic (Noise and Vibration) Assessment	Marshall Day (Miklin Halstead)	Yes
Aviation Assessment	Peet Aviation (Brian Wheelan)	To be drafted
Erosion and Sediment Control Assessment	Southern Skies (Michael Parsonson)	Yes
Economic Assessment	NZ Institute of Economic Research (Peter Clough / Mike Hensen)	No
Social Impact Assessment	Dialogue Consultants (Murray Ellis / Peter Phillips)	TBC (not yet completed)
Carbon Life Cycle Assessment	Aurecon (Zain Kader)	No
Shadow Flicker Assessment	Aurecon (Claire West)	Yes
Telecommunications Assessment	Aurecon (Claire West)	No
Integrated Transport Assessment	Aurecon (Ann Fosberry)	Yes
Geotechnical Assessment	Aurecon (Fraser Monteith)	No
Contaminated Soils Assessment (Preliminary Site Investigation)	Aurecon (Sophie Bagard)	Yes
Civil Report	Aurecon (Jeffrey Perkins)	No
Cultural Impact Assessment	Ngāti Kahungunu ki Tāmaki-nui-a-Rua	TBC (not yet completed)
Cultural Impact Assessment	Rangitāne o Tamaki nui-ā-Rua	TBC (not yet completed)

Am also following up with the client on the cost recovery questions and will come back to you as soon as I have some guidance from them.

Will send tentative calendar invites as soon as possible. Happy to discuss as well.

Thank you

██████████  
Manager, Environment and Planning, Aurecon  
██████████

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**From:** Aimee Charmley <[Aimee.Charmley@Taranuadc.govt.nz](mailto:Aimee.Charmley@Taranuadc.govt.nz)>  
**Sent:** Tuesday, June 11, 2024 10:21 AM  
**To:** ██████████ <[██████████@aurecongroup.com](mailto:██████████@aurecongroup.com)>  
**Cc:** ██████████ <[██████████@aurecongroup.com](mailto:██████████@aurecongroup.com)>; Planning Office <[planning@taranuadc.govt.nz](mailto:planning@taranuadc.govt.nz)>  
**Subject:** Re: Proposed Pahiatua wind farm - 2nd pre-app with TDC

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---

Hi ██████████

Thanks so much for the update. We look forward to working with you in the near future. Keep in touch.

Kind regards

Aimee



**Aimee Charmley | Team Leader Planning Services**  
**Corporate Group - Regulatory Services | Taranua District Council**

- 
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**From:** ██████████ <[██████████@aurecongroup.com](mailto:██████████@aurecongroup.com)>  
**Sent:** Tuesday, June 11, 2024 9:26:54 AM  
**To:** Aimee Charmley <[Aimee.Charmley@Taranuadc.govt.nz](mailto:Aimee.Charmley@Taranuadc.govt.nz)>  
**Cc:** ██████████ <[██████████@aurecongroup.com](mailto:██████████@aurecongroup.com)>; Planning Office <[Planning@Taranuadc.govt.nz](mailto:Planning@Taranuadc.govt.nz)>  
**Subject:** RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

**EXTERNAL EMAIL ALERT:** Caution advised. This message is from an external sender. Verify the sender's identity and use caution with attachments and links.

Hi Aimee

Thanks for this.

We will do a little more work to summarise the type and number of consent conditions that might need specialist input at your end. Will come back to you shortly on that.

In terms of cost recovery, we are following up with the client – and I will do so again today – to establish a way to pay for the 2 x pre-application meetings and to consider costs for the conditions workshop – again will come back to you.

In terms of timing, we will need to push out the proposed dates a little and I will send tentative calendar invites when we have an updated plan – essentially we are still going through the process of client review with the specialist reports and draft conditions and cannot move to the next step with you until these are signed off. They should be signed off within the next week or two however.

I come back to you with further details shortly.

Thank you

[REDACTED]  
Manager, Environment and Planning, Aurecon  
[REDACTED]

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**From:** Aimee Charmley <[Aimee.Charmley@Tararua.govt.nz](mailto:Aimee.Charmley@Tararua.govt.nz)>

**Sent:** Thursday, June 6, 2024 1:59 PM

**To:** [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>

**Cc:** [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>; Planning Office <[planning@tararua.govt.nz](mailto:planning@tararua.govt.nz)>

**Subject:** RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

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Hi Guys,

Apologies I have been off after an unexpected family bereavement and then I managed to get myself sick.

In terms of workshops for conditions – it looks like you would want some experts to provide guidance in this space alongside Council staff? Given that we are a small Council we do not have all the necessary technical experts in house (shadow flicker, acoustic engineer etc).

We have also just lost out Team Leader for Compliance.

How would you like us to prepare for this and can we cost recover these costs?

Are you able to send us out tentative calendar invites so we can assess internal availability – the dates of 17-21<sup>st</sup> June are just around the corner? We would need to have access to the documents ahead of time so that we can review and assess or circulate for comments.

Again, it would be great to have answers to the previous questions and I think these answers will impact on the condition workshops as well.

- (1) client's position on request to cover costs for peer review of technical reports; and
- (2) invoicing details for the 2 x pre-application meetings.

Look forward to hearing from you.



**Aimee Charmley | Team Leader Planning Services**  
Corporate Group - Regulatory Services | Tararua District Council

-  Phone: +64 6 3744080 | Mobile: +64 27 3904339
-  [Aimee.Charmley@Tararua.govt.nz](mailto:Aimee.Charmley@Tararua.govt.nz)
-  26 Gordon Street, Dannevirke 4930, PO Box 115
-  [www.tararua.govt.nz](http://www.tararua.govt.nz)
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**From:** [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>  
**Sent:** Friday, May 31, 2024 5:03 PM  
**To:** Aimee Charmley <[Aimee.Charmley@Tararua.govt.nz](mailto:Aimee.Charmley@Tararua.govt.nz)>  
**Cc:** [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>  
**Subject:** RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

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Hi Aimee

Sorry it's been a while since I've been in touch on this.

I'd just like to give you a quick update and look to tentatively set up that conditions workshop with your staff/specialists.

It has taken some time to get specialist reports finalised and we are now working up draft conditions and checking all with the client. Our hope is to be able to workshop these conditions with you in mid June.

However, this will depend on client confirming they are happy with reports/draft conditions, and of course your availability etc.

The way the conditions are rolling out, there is not a huge number of conditions across a lot of specialist areas. There aren't any to do with landscape and visual for example. The main key focus areas for your team may be:

- Noise
- Shadow flicker

- Traffic
- Ecology (very little here)
- Construction management
- General

Are you able to advise potential availability of staff/specialists concerned in say the week 17-21 June? We would aim to provide reports/conditions at least a week ahead of time.

I also must apologise for not coming back to you on (1) client's position on request to cover costs for peer review of technical reports; and (2) invoicing details for the 2 x pre-application meetings. We have a meeting with the client on Tuesday where I will aim to close out these questions. Clearly you would want to have an answer before this next meeting gets set up.

Many thanks for understanding and look forward to hearing from you.

Kind regards

██████████  
Manager, Environment and Planning, Aurecon  
██████████

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From: Aimee Charmley <[Aimee.Charmley@Taranuadc.govt.nz](mailto:Aimee.Charmley@Taranuadc.govt.nz)>  
Sent: Monday, March 25, 2024 10:10 AM  
To: ██████████ <[██████████@aurecongroup.com](mailto:██████████@aurecongroup.com)>  
Subject: RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

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Hi ██████████

Thanks for sending through the notes/minutes from the 2<sup>nd</sup> pre-app – I have reviewed them and they look correct and accurate.

Can you please confirm the distances between the nearest residences and the turbine locations for our records? From memory I thought the closest residence was located 800m from the wind turbine?

Thanks



Aimee Charmley | Team Leader Planning Services  
Corporate Group - Regulatory Services | Tararua District Council

- 
- ☎ Phone: +64 6 3744080 | Mobile: +64 27 3904339
  - ✉ [Aimee.Charmley@Taranuadc.govt.nz](mailto:Aimee.Charmley@Taranuadc.govt.nz)
  - 📍 26 Gordon Street, Dannevirke 4930, PO Box 115

**From:** [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>  
**Sent:** Wednesday, March 20, 2024 10:03 AM  
**To:** Aimee Charmley <[Aimee.Charmley@Tararua.govt.nz](mailto:Aimee.Charmley@Tararua.govt.nz)>  
**Cc:** [REDACTED] <[\[REDACTED\]@Tararua.govt.nz](mailto:[REDACTED]@Tararua.govt.nz)>; [REDACTED] <[\[REDACTED\]@tararuaalliance.co.nz](mailto:[REDACTED]@tararuaalliance.co.nz)>; [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>; [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>; [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>; [REDACTED] <[\[REDACTED\]@aurecongroup.com](mailto:[REDACTED]@aurecongroup.com)>  
**Subject:** RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

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Kia ora Aimee/Sandi/Jack

Thank you for your time at our 2<sup>nd</sup> pre-app on 1 March regarding the proposed Pahiatua Wind Farm. Apologies for the delay in getting these minutes to you.

I attach a DRAFT copy of the meeting notes for your review and comments, and also the PowerPoint slides used at the pre-app. This is to make sure we have the right feedback in writing.

Please let us know if there are any updates/corrections you would like to make. Otherwise, we will keep this version on file.

As discussed, here is a list of specialists who have prepared the technical assessments for the proposal.

Technical Assessments	Specialists
Landscape and Visual Impact Assessment	Wayfinder (Shannon Bray)
Archaeological Assessment	Insite Archaeology (Daniel Parker)
Ecological Assessment	Wildlands (Jo McQueen)
Acoustic (Noise and Vibration) Assessment	Marshall Day (Miklin Halstead)
Aviation Assessment	Peet Aviation (Brian Wheelan)
Erosion and Sediment Control Assessment	Southern Skies (Michael Parsonson)
Economic Assessment	NZ Institute of Economic Research (Peter Clough / Mike Hensen)
Social Impact Assessment	Dialogue Consultants (Murray Ellis / Peter Phillips)
Carbon Life Cycle Assessment	Aurecon (Zain Kader)
Shadow Flicker Assessment	Aurecon (Claire West)
Telecommunications Assessment	Aurecon (Claire West)
Integrated Transport Assessment	Aurecon (Ann Fosberry)
Geotechnical Assessment	Aurecon (Fraser Monteith)
Contaminated Soils Assessment (Preliminary Site Investigation)	Aurecon (Sophie Bagard)
Civil Report	Aurecon (Jeffrey Perkins)

We are in the process of reviewing/having the specialist assessments finalised and will be in touch again soon regarding set up of a conditions workshop with your staff/specialists as required (aiming for May).

I will also follow up with project managers regarding:

- client's position on request to cover costs for peer review of technical reports; and
- invoicing details for the 2 x pre-application meetings.

Ngā mihi

██████████  
Manager, Environment and Planning, Aurecon  
██████████

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**From:** Aimee Charmley <[Aimee.Charmley@Taranuadc.govt.nz](mailto:Aimee.Charmley@Taranuadc.govt.nz)>  
**Sent:** Monday, March 4, 2024 6:54 AM  
**To:** ██████████ <[██████████@aurecongroup.com](mailto:██████████@aurecongroup.com)>  
**Subject:** RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

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Hi ██████████

Thanks for the meeting on Friday it was helpful for everyone,

Can you please send through your invoicing details for the 2 x pre-application meetings so I can get my team to prepare an invoice for them?

Thanks

Aimee



**Aimee Charmley | Team Leader Planning Services**  
**Corporate Group - Regulatory Services | Tararua District Council**

- 
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**From:** ██████████ <[██████████@aurecongroup.com](mailto:██████████@aurecongroup.com)>  
**Sent:** Wednesday, February 28, 2024 8:52 AM  
**To:** Aimee Charmley <[Aimee.Charmley@Taranuadc.govt.nz](mailto:Aimee.Charmley@Taranuadc.govt.nz)>  
**Subject:** RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

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Thanks Aimee – will do – further to the Fast-track question – I checked in with team – they certainly did mention Fast-track decision to the neighbours visited (seven total, the ones we consider most affected by potential noise and visual effects, mainly around Makomako Rd. So that message is out there with those people and we'll be following up with the wider letter shortly. See you Friday

██████████  
Manager, Environment and Planning, Aurecon  
██████████

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Sent: Wednesday, February 28, 2024 8:48 AM  
To: ██████████ <[██████████@aurecongroup.com](mailto:██████████@aurecongroup.com)>  
Subject: RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

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Hi ██████████

Thanks for the update and I will catch you tomorrow afternoon.

Kind regards



Aimee Charmley | Team Leader Planning Services  
Corporate Group - Regulatory Services | Taranua District Council

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- ✉ [Aimee.Charmley@Taranuadc.govt.nz](mailto:Aimee.Charmley@Taranuadc.govt.nz)
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From: ██████████ <[██████████@aurecongroup.com](mailto:██████████@aurecongroup.com)>  
Sent: Wednesday, February 28, 2024 8:29 AM  
To: Aimee Charmley <[Aimee.Charmley@Taranuadc.govt.nz](mailto:Aimee.Charmley@Taranuadc.govt.nz)>  
Subject: RE: Proposed Pahiatua wind farm - 2nd pre-app with TDC

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Hi Aimee

Thanks for thoughtfully reminding me about this. I am putting together a quick email this morning to introduce the things we would like to talk about with the other invitees from council. I will copy you in.

I also received an acceptance from Sandi Morris ██████████ <[██████████@Taranuadc.govt.nz](mailto:██████████@Taranuadc.govt.nz)> so will copy Sandi in.

As for decision on fast tracking – this has been communicated to councils, iwi, DOC and other key stakeholders, and we are about to (in the next couple of days) send out a community update letter to all on our mailing list which will provide a full update on the Fast-track option. Our team was out with the most affected half-dozen neighbours last week, and I'm not sure of exact discussions – whether Fast-track was discussed – but I will check in and let you know.

Will be in touch soon.

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██████████

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**From:** Aimee Charmley <[Aimee.Charmley@Tararua.govt.nz](mailto:Aimee.Charmley@Tararua.govt.nz)>  
**Sent:** Monday, February 26, 2024 11:14 AM  
**To:** ██████████ <[██████████@aurecongroup.com](mailto:██████████@aurecongroup.com)>  
**Subject:** Proposed Pahiatua wind farm - 2nd pre-app with TDC

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Hi ██████████

I hope you have had a nice weekend. I am just touching base with you ahead of our pre-application meeting on Friday afternoon.

Have you reached out to the other staff that you would like to attend this pre-application meeting? I have forwarded the request onto those staff but it would be great if you could tease this out ahead with them as this will no doubt improve the outcome of your meeting .

I also have another question ahead of this meeting – has this decision to complete a fast tracking application been communicated to the potentially affected landowners?

Thanks and I look forward to catching up with you and your team on Friday.



**Aimee Charmley | Team Leader Planning Services**  
**Corporate Group - Regulatory Services | Tararua District Council**

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-  Phone: +64 6 3744080 | Mobile: +64 27 3904339
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**From:** [REDACTED]  
**To:** [Aimee Charmley](mailto:Aimee.Charmley)  
**Subject:** Re: Fast Track - Pahiatua Wind Farm  
**Date:** Monday, 31 March 2025 12:45:43 pm  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)

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Hi Aimee,

Yes, I have the capacity to undertake a landscape peer review of the Wayfinder Assessment for the Pahiatua FT application.

I have very briefly had a look at Shannon Bray's assessment. It generally looks to be complete.

I note that there are a number of houses in the 1.2km proximity, which for the Mt Munro Application were generally a 'high' or significant adverse effect (I would need to understand the justification in the assessment better to confirm if I agreed with this rating). These Pahiatua Turbines are larger (max tip height of 200m) when compared to the Mt Munro Wind Farm (Max tip height of 160m). Also, there appears to be a variety of camera focal lengths used in the visualisations, which makes comparing the different viewpoint effects more difficult. Some are an extremely wide angle (Viewpoints 27 & 32 for example), with a lens equivalent of around 13mm I suspect. The relative scale is still accurate as a tool, but the impression of the height can be diminished when such a wide angle photo is used.

In relation to likely fees, this is all based on an approximate number of hours at my hourly rate of \$ [REDACTED] + GST.

The peer review and a site visit (on my own to public locations/roads) would be approximately \$ [REDACTED] + GST.

If I needed to spend time with neighbouring residents, then that could add approximately \$ [REDACTED] + GST (depending on the number of properties I needed to visit).

Beyond that, if I was to be directed to undertake conferencing, I would anticipate a full day of preparation and then a full day of conferencing. So an additional \$ [REDACTED] + GST.

So depending on the exact scope of my involvement, you would be looking at between \$ [REDACTED] and [REDACTED] + GST.

Regards,

**Josh Hunt**  
Registered NZILA Landscape Architect



Ph: [REDACTED]  
[www.narrativelandscape.co.nz](http://www.narrativelandscape.co.nz)

On Mon, Mar 31, 2025 at 10:04 AM Aimee Charmley  
<[Aimee.Charmley@tararua.govt.nz](mailto:Aimee.Charmley@tararua.govt.nz)> wrote:

Hi Josh,

As discussed the Pahiatua Wind Farm substantive application has been lodged with EPA as a Fast Track under NBEA (2023) . I am keen to understand what your indicative costs would be for a peer review of the Landscape Assessment and whether or not you have capacity to complete this review?

[Substantive application | EPA](#)

Thanks

Aimee



**Aimee Charmley | Planning Services Manager**  
Corporate - Regulatory Services - Planning Services | Tararua  
District Council

- 
- Phone: +64 6 3744080 | Mobile: +64 27 3904339
  - [Aimee.Charmley@Tararua.govt.nz](mailto:Aimee.Charmley@Tararua.govt.nz)
  - 26 Gordon Street, Dannevirke 4930, PO Box 115
  - [www.tararua.govt.nz](http://www.tararua.govt.nz)
  - [www.facebook.com/tararua](http://www.facebook.com/tararua)



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**From:** [REDACTED]  
**To:** [Aimee Charmley](#)  
**Cc:** [REDACTED]  
**Subject:** RE: Peer Review ITA - Pahiatua wind Farm - Fast Track?  
**Date:** Wednesday, 9 April 2025 10:08:45 am  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)

**EXTERNAL EMAIL ALERT:** Caution advised. This message is from an external sender. Verify the sender's identity and use caution with attachments and links.

Hi Aimee,

Thank you for the email and your call. I have looked back at my costs for the Te Rere Hau Repowering fast track consent. Looks like my total fees excluding GST and disbursements were about \$ [REDACTED]. It looks like I did a review of both a draft and a final application. Depending on whether that's the approach with this one or not, I would expect my fees to be between \$ [REDACTED] and \$ [REDACTED] excluding GST and disbursements.

Please be in touch to discuss further as needed.

Kind regards

Harriet

---

**From:** Aimee Charmley <Aimee.Charmley@Taranuadc.govt.nz>  
**Sent:** Friday, 4 April 2025 2:03 pm  
**To:** [REDACTED] <[REDACTED]>  
**Cc:** [REDACTED] <[REDACTED]@tararuaalliance.co.nz>  
**Subject:** Peer Review ITA - Pahiatua wind Farm - Fast Track?

Hi Harriet,

The Pahiatua Wind Farm substantive application has been lodged with EPA as a Fast Track under NBEA (2023) .

[Substantive application | EPA](#)

[Appendix-M-Integrated-Transport-Assessment.pdf](#)

Please note the expert panel has not been announced yet and we have not yet been directed to prepare a submission on behalf of Council.

I am keen to understand what your indicative costs would be for a peer review of the

integrated Transport Assessment and whether or not you have capacity to complete this review or if you have any conflicts of interest?

Andrew Desmond will be able to provide you with some support and provide key transport issues and concerns from local perspective.

We can cost recover under cl 94(1) of Schedule 19 of the NBEA but I need to run this past the applicant ahead engagement pursuant to cl 94(5).

[Natural and Built Environment Act 2023 No 46 \(as at 23 December 2023\), Public Act – New Zealand Legislation](#)

I will give you a call shortly to discuss further and answer any questions that you may have.

Thanks

Aimee



**Aimee Charmley | Planning Services Manager**

**Corporate - Regulatory Services - Planning Services | Tararua District Council**

- 
- Phone: +64 6 3744080 | Mobile: +64 27 3904339
  - [Aimee.Charmley@Tararua.govt.nz](mailto:Aimee.Charmley@Tararua.govt.nz)
  - 26 Gordon Street, Dannevirke 4930, PO Box 115
  - [www.tararua.govt.nz](http://www.tararua.govt.nz)
  - [www.facebook.com/tararua.govt.nz](https://www.facebook.com/tararua.govt.nz)



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**From:** [REDACTED]  
**To:** [Aimee Charmley](#)  
**Subject:** Pahiatua wind farm project  
**Date:** Monday, 7 April 2025 4:44:46 pm  
**Attachments:** [image564363.png](#)  
[image805690.png](#)  
[810.031535-P01-v1.0 Pahiatua WF Acoustics review.pdf](#)

**EXTERNAL EMAIL ALERT:** Caution advised. This message is from an external sender. Verify the sender's identity and use caution with attachments and links.

Hi Aimee

Further to your request and our conversation, please find **attached** our proposal as discussed.

Let me know if you have any questions and as soon as you have an idea of timeframes etc.

Thanks,

P

**Peter Runcie**

Technical Discipline Manager | Auckland Office Manager - Acoustics & Vibration

O 0800 757 695

M + [REDACTED]

E [REDACTED]

SLR Consulting New Zealand Limited a subsidiary of SLR Holdings NZ Limited  
201 Victoria Street West, Auckland, New Zealand 1010



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7 April 2025

SLR Ref No.: 810.031535-P01-v0.1 Pahiatua WF Acoustics review.docx

Attention: Aimee Charmley  
Taranua District Council

SLR Project No.: 810.031535

**RE: Offer of Services**  
**Pahiatua Wind Farm – Fast Track Application**  
**Acoustics Review and Advice**

---

Thank you for the opportunity to submit an Offer of Services for the provision of acoustic consulting services to support Council with a review of the Pahiatua Wind Farm Fast Track Application and provision to advice to inform the Council comments on the application. Based on our conversation and information publicly available, the proposed scope of services is as follows:

- Review of acoustic report, assessment of environmental effects and proposed conditions lodged with the fast track application.
- Prepare technical peer review memo highlighting key findings, including consideration of cumulative noise effects.
- Identify any other matters that may be required to be considered (any information gaps etc).
- Attend meeting with Council to discuss findings and answer queries related to noise and vibration.

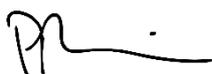
Peter has been involved in the undertaking of wind farm assessments and review of wind farm assessments (including the relevant and recent Te Rere Hau Fast Track application on behalf of the EPA).

Attached is the Short Form Agreement including Short Form Model Conditions of Engagement, together with Fee Schedules A and B. We require written acceptance of this Offer of Services before we can commence providing our services to you.

Please review the Short Form Agreement and inform us if any details are incorrect or require updating. If all is in order, please sign the Short Form Agreement on behalf of the Client and email a scanned pdf of all pages to [REDACTED]@slrconsulting.com and the Short Form Agreement will be then countersigned by SLR.

Yours sincerely

**SLR Consulting New Zealand**



**Peter Runcie, MASNZ, MIOA (UK)**  
Technical Director  
[REDACTED]@slrconsulting.com



**Juan Restrepo, MASNZ, MASA (US)**  
Principal  
[REDACTED]@slrconsulting.com

<b>Short Form Agreement for Consultant Engagement</b>	
Between:	Tararua District Council <hr style="border-top: 1px dashed black;"/> <i>(Client)</i> <span style="float: right;"><i>(Business Number)</i></span>
and:	SLR Consulting New Zealand Limited (CN 2446275) (NZBN 9429031595681) <hr style="border-top: 1px dashed black;"/> <i>(Consultant)</i>
Collectively referred to herein as the “Parties” and individually as a “Party”	
<b>Project:</b> SLR Project No.: 810.031535 Pahiatua Wind Farm – Fast Track Application Acoustics Review and Advice	<b>Location:</b> Pahiatua
<b>Scope &amp; Nature of the Services:</b> (including Consultant Deliverables, Assumptions and Exclusions)	As outlined in letter 810.031535-P01-v1.0. The scope and estimated budget does not include for site visits.
<b>Programme for the Services:</b>	We are able to provide comments on the draft report from review within 10-15 working days of approval to proceed – to meet the 20 working day timeframe for Council to return comments.
<b>Fees &amp; Timing of Payments: Estimated Consultant Fees, Charges and Reimbursable Expenses</b>	
<b>Scope of Services</b>	<b>Amount (ex GST)</b>
Peer review (estimated budget – up to 20 hours)	\$ [REDACTED]
The fee is valid for a period of 60 days from the date of this Agreement.	
2025 A&V hourly rates for the key project roles are provided below. These are subject to yearly review.	
<b>Role</b>	<b>Hourly rate (ex GST)</b>
Technical Director (Acoustics)	[REDACTED]
Principal Consultant (Acoustics)	\$ [REDACTED]
Associate Consultant (Acoustics)	\$ [REDACTED]
<b>Information or Services to be Provided by the Client</b>	Provision of acoustic assessment(s) and supporting application documentation (AEE) of relevance to noise and/or vibration (available on EPA website).  List of any specific Council concerns related to noise to enable comment as necessary.
The Client engages the Consultant to provide the Services described above and the Consultant agrees to perform the Services for the remuneration provided above. Both Parties agree to be bound by the provision of the Short Form Model Conditions of Engagement (overleaf), including clauses 2, 11 and 12 and any variations noted below. Once signed, this agreement, together with the conditions overleaf and any attachments, will replace all or any oral agreement previously reached between the Parties.	
<b>Variations to the Short Form Model Conditions of Engagement (below):</b> A new clause 21 is added as follows:	

## SHORT FORM AGREEMENT FOR CONSULTANT ENGAGEMENT

*This agreement may be signed in any number of counterparts, each of which is an original and all of which, taken together, form one single document. The exchange of copies of this Agreement and of signature pages by electronic mail in portable document format form (PDF), or by any other electronic means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.*

A new clause 22 is added as follows:

*No third-party reliance: The services are prepared for the benefit of the Client only. No third party may rely upon any advice or work done by the Consultant in relation to the services, except to the extent previously agreed in writing by the Consultant. The Client agrees that the Consultant has no liability in respect of the services of this Agreement to any third party, except as otherwise agreed in accordance with this Clause 22.*

Client authorised signatory(ies):	Consultant authorised signatory(ies):
_____ _____ (Print Name)	_____ Peter Runcie (Print name)
_____ (Date)	_____ (Date)



# SHORT FORM MODEL CONDITIONS OF ENGAGEMENT

## Short Form Model Conditions of Engagement

1. The Consultant shall perform the Services as described in the attached documents.
2. The Client and the Consultant agree that where all or any of, the Services are acquired for the purposes of a business the provisions of the Consumer Guarantees Act 1993 are excluded in relation to those Services. However, nothing in this Agreement shall restrict, negate, modify or limit any of the Client's rights under the Consumer Guarantees Act 1993 where the Services acquired are of a kind ordinarily acquired for personal, domestic or household use or consumption and the Client is not acquiring the Services for the purpose of a business.
3. In providing the Services, the Consultant must use the degree of skill, care and diligence reasonably expected of a professional consultant providing services similar to the Services.
4. The Client shall provide to the Consultant, free of cost, as soon as practicable following any request for information, all information in the Client's power to obtain which may relate to the Services. The Consultant shall not, without the Client's prior consent, use information provided by the Client for purposes unrelated to the Services. In providing the information to the Consultant, the Client shall ensure compliance with the Copyright Act 1994 and shall identify any proprietary rights that any other person may have in any information provided.
5. As soon as either Party becomes aware of anything that will materially affect the scope or timing of the Services, the Party must notify the other Party in writing and where the Consultant considers a direction from the Client or any other circumstance is a variation the Consultant shall notify the Client accordingly.
6. The Client may order variations to the Services in writing or may request the Consultant to submit proposals for variations to the Services.
7. The Client shall pay the Consultant for the Services the fees and expenses at the times and in the manner set out in the attached documents. Where this Agreement has been entered by an agent (or a person purporting to act as agent) on behalf of the Client, the agent and Client shall be jointly and severally liable for payment of all fees and expenses due to the Consultant under this Agreement.
8. All amounts payable by the Client shall be due on the 20th of the month following the month of issue of each GST Invoice or at such other timing as stated elsewhere in this Agreement. If the Client fails to make the payment that is due and payable and that default continues for 14 days, the Consultant may provide written notice to the Client specifying the default and requiring payment within 7 days from the date of the notice. Unless payment has been made by the Client in full, the Consultant may suspend performance of the Services any time after expiration of the notice period. The Consultant must promptly lift the suspension after the Client has made the payment. Regardless of whether or not the Consultant suspends the performance of the Services in accordance with this clause, the Consultant may charge interest on overdue amounts from the date payment falls due to the date of payment at the rate of the Consultant's overdraft rate plus 2% and in addition the costs of any actions taken by the Consultant to recover the debt.
9. Where the nature of the Services is such that it is covered by the Construction Contracts Act 2002 (CCA) and the Consultant has issued a payment claim in accordance with the CCA, the provisions of the CCA shall apply. In all other cases, if the Client, acting reasonably, disputes an invoice, or part of an invoice, the Client must promptly give the reasons for withholding the disputed amount and pay any undisputed amount in accordance with clause 8.
10. Where Services are carried out on a time charge basis, the Consultant may purchase such incidental goods and/or Services as are reasonably required for the Consultant to perform the Services. The cost of obtaining such incidental goods and/or Services shall be payable by the Client. The Consultant shall maintain records which clearly identify time and expenses incurred.
11. Where the Consultant breaches this Agreement, the Consultant is liable to the Client for reasonably foreseeable claims, damages, liabilities, losses or expenses caused directly by the breach. The Consultant shall not be liable to the Client under this Agreement for the Client's indirect, consequential or special loss, or loss of profit, however arising, whether under contract, in tort or otherwise.
12. The maximum aggregate amount payable, whether in contract, tort or otherwise, in relation to claims, damages, liabilities, losses or expenses, shall be five times the fee (exclusive of GST and disbursements) with a minimum of \$100,000 and a maximum limit of \$NZ500,000.
13. Without limiting any defences a Party may have under the Limitation Act 2010, neither Party shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on a Party within 6 years from completion of the Services.
14. The Consultant shall take out and maintain for the duration of the Services a policy of Professional Indemnity insurance for the amount of liability under clause 12. The Consultant undertakes to use all reasonable endeavours to maintain a similar policy of insurance for six years after the completion of the Services.
15. If either Party is found liable to the other (whether in contract, tort or otherwise), and the claiming Party and/or a Third Party has contributed to the loss or damage, the liable Party shall only be liable to the proportional extent of its own contribution.
16. Intellectual property prepared or created by the Consultant in carrying out the Services, and provided to the Client as a deliverable, ("New Intellectual Property") shall be jointly owned by the Client and the Consultant. The Client and Consultant hereby grant to the other an unrestricted royalty-free license in perpetuity to copy or use New Intellectual Property. The Clients' rights in relation to this New Intellectual Property are conditional upon the Client having paid all amounts due and owing to the Consultant in accordance with clauses 7 and 8. Intellectual property owned by a Party prior to the commencement of this Agreement (Pre-existing Intellectual Property) and intellectual property created by a Party independently of this Agreement remains the property of that Party. The Consultant accepts no liability for the use of New Intellectual Property or Pre-existing Intellectual Property other than to the extent reasonably required for the intended purposes.
17. The Consultant has not and will not assume any duty imposed on the Client pursuant to the Health and Safety at Work Act 2015 ("the Act") in connection with the Agreement.
18. The Client may suspend all or part of the Services by notice to the Consultant who shall immediately make arrangements to stop the Services and minimise further expenditure. The Client and the Consultant may (in the event the other Party is in material default that has not been remedied within 14 days of receiving the other Party's notice of breach) either suspend or terminate the Agreement by notice to the other Party. If the suspension has not been lifted after 2 months the Consultant has the right to terminate the Agreement and claim reasonable costs as a result of the suspension. Suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
19. The Parties shall attempt in good faith to settle any dispute themselves but failing that by mediation.
20. This Agreement is governed by the New Zealand law, the New Zealand courts have jurisdiction in respect of this Agreement, and all amounts are payable in New Zealand dollars.



## FEE SCHEDULE A

( Effective November 2024 )

### Professional, Technical and Support Staff - Standard Hourly Rates Terms of Engagement

Professional Advisors, Directors and Consultants	Hourly Rate (ex GST)	Technical Officers, Drafting and Support Staff	Hourly Rate (ex GST)
Technical Advisor ( Grade G )	\$675	Technical Officer ( Grade 5 )	\$240
Technical Director ( Grade F )	\$480	Technical Officer ( Grade 4 )	\$220
Principal Consultant ( Grade E )	\$375	Technical Officer ( Grade 3 )	\$190
Associate Consultant ( Grade D )	\$275	Technical Officer ( Grade 2 )	\$170
Senior Consultant ( Grade C )	\$240	Technical Officer ( Grade 1 )	\$160
Consultant ( Grade B )	\$190	Design Drafting	\$190
Graduate Consultant ( Grade A )	\$160	Field Assistant	\$140
		Document Preparation	\$150

<b>Project Related Travelling Time</b>	Project related travel time is charged at Standard Hourly Rates, plus vehicle expenses as per Schedule B.
<b>Surcharge Fees Night-time and Weekend Services</b>	<p>Services will generally be conducted during normal business hours.</p> <p>For services conducted out of hours due to project requirements the following surcharges apply to the Standard Hourly Rates:</p> <p>Week Days ( 6:00 pm to 10:00 pm ) +35%</p> <p>Saturday ( 6:00 am to 10:00 pm ) +35%</p> <p>Sunday ( 6:00 am to 10:00 pm ) +50%</p> <p>10:00 pm to 6:00 am ( All Days ) +100%</p> <p>Public Holidays +100%</p>
<b>Callout Fee Short Notice or Night-time or Weekend Site Work</b>	<p>A Callout Fee of \$175 per person applies to any Site Work:</p> <p>Requiring less than 24 hours' notice, and</p> <p>Conducted during night-time ( 6:00 pm to 6:00 am ) on weekdays or at any time on weekends or Public Holidays.</p>
<b>Expert Witness, Arbitrator</b>	<p>When acting as an Expert Witness, Arbitrator or the like, a retaining fee will be applicable. Fees are charged at</p> <p>Standard Hourly Rates plus 50% for all time expended preparing expert evidence, briefing and attendance or waiting at court.</p> <p>Standard Hourly Rates plus 100% for presentation of expert evidence (in court).</p>

## FEE SCHEDULE B

( Effective November 2024 )

### Expenses and Disbursements Terms of Engagement

Category	Description	Fees Charged
Sub-consultants	Engagement of sub-consultants and sub-contractors	cost plus 15% mark-up
Procurement of Materials	Hire of special equipment, purchase of materials and components, procurement of manufactured test rigs, etc	
Motor Vehicle Expenses	Consultant's vehicle ( \$1.57 rate/km ) Tolls, parking, etc	
Travelling, Accommodation and Sustenance	Transport including airfares, taxis and the like, accommodation, meals and sustenance	
Office Facilities	Photocopying, large format printing and photographs, Couriers and freight	
Instrumentation Charges	Instrumentation charges apply for the use of SLR extensive range of specialist Acoustical, Vibration, Air Quality, Water Quality, Hazmat, Occ Hygiene, Contaminated Land and Ecological equipment	Available upon request

