

Cody Savage, "Glen Rai" [REDACTED], Hanging Rock. DAD\_1, NAD\_67

Objection to the Hills of Gold wind farm and comments on additional information published 25.06.24

Commissioners

Firstly, please accept my condolences, it seems the Department has passed on the half baked "hot potato" and the legal burden is now on your shoulders. They shirked the responsibility to finish the assessment. I appreciate the truly challenging task ahead of you.

To provide an update on Glen Rai: I have a buyer for lot 46 with the old house, and we have reached an agreement on price and sale terms. We can't enter into the formal contract just yet, at this time I still don't have the title to the property. The probate is finished, I have the Letters of Administration, but I wasn't rushing the take over of the title.

I was well aware of the pressure from Engie to apply the Taralga case and acquisition rights to achieve the reinstatement of the 11 turbines affecting Glen Rai. Engie seems to be ignoring the fact that the same turbines affect many other neighboring properties and Nundle itself. I was worried that Engie could force the Department to apply *compulsory* acquisition, so I felt that if I don't own Glen Rai yet, they can't take it off my hands. I am relieved that there isn't existing legislation that would allow them to do so.

My buyer is happy to wait, he is currently the lessee of the property and he will buy Lot 46 outright but continue to lease Lot 47, which I have no intention of selling. It means a lot to me, it's where my mum died just 200 meters from the front gate, near the creek. We scattered some of her ashes on the north western corner where she originally wanted the house, it was her wish that she'd be cremated. But the rest will go under the head stone at the very tip of the corner, which we recently fenced in. It's nice to be able to visit "her" and go and sit there and enjoy the breathtaking view she always loved. I too wish to build there and enjoy those views into my retirement and protect it for future generations.

Once I sell Lot 46 I'll end up with no house until I build one on Lot 47. There is still a year and a half left to start on the house, this is more than enough time to sort out the title. I sought advice regarding amending the CDC to be able to build a larger house. The easiest way is to build "as approved" and then apply for extensions as a separate CDC, so this is my plan for going forward.

I have big plans for Lot 47, especially when it comes to the tourism side of things along the ridge where the best views are. Mum always wanted to dip her toes into tourism but back then "farm stay" was prohibited on RU1. She even put "farm stay accommodation" on her original DA application in 2018. Since the Agritourism SEPP came into force in 2022, I can now have up to 6 tiny houses or caravans on my land as exempt development, and up to six permanent cabins as complying development.

Tamworth Council is introducing EcoTourism on RU1 land in its new LEP and to combat the national housing shortage, secondary dwellings are also becoming permitted on RU1 land. This would allow construction of a second house up to 130m<sup>2</sup> in addition to the main dwelling.

Unlike Lot 46, most of Lot 47 is very accessible and well suited to any such development, especially all the level land along the western boundary. Most of it can be accessed by a 2WD vehicle.

Speaking of access, Alena sent an enquiry to the Council a while back to clarify the access to Glen Rai. My neighbour's claim that I don't have the access is nonsense. The road has been constructed and **always maintained by the Council**, they recognise it as their asset. There are guide posts all along the road, and a large culvert over the head of McDivitt's Creek just inside the gate at Glen Rai, which was installed by the Council. I have included information confirming the legal access, please see the PDF attached.

The Developer (and their lawyers and consultants) argue that my CDC is unlawful based on two points:

- 1) Access
- 2) Application of the Rural Housing code

They are wrong in both cases.

**First - the access:**

	development.	
	(3) Development specified for this code may only be carried out on a lot that has lawful direct frontage access or a right of carriageway to a public road or a road vested in or maintained by the council (other than an unformed Crown road or a Crown road vested in the Council, but not maintained).	Does not comply Existing road/ track (as viewable via aerial imagery) currently transverses private land to the north of the site being Lot 210 in DP 819485 and, at points, a considerable distance outside from the crown road reserve including at the proposed access point as shown on the CDC plans. Note: DA refused due to no lawful access.
<del>3.1.4. Development that is not. The following development is not compliant.</del>		

Development specified for this code may only be carried out on a lot that has lawful **direct access** to a:

1. public road, or
2. a road vested in, or
3. **maintained by the Council.**

It's right there in front of them in black and white and plain English. Can't they read???

Morrison's Gap Road is a road constructed and **maintained** by the Council, as per historical use of the road and Council's advice. An earlier DA was refused on access grounds by an inexperienced assessing officer who made a mistake, as confirmed by the Council in a follow up phone conversation. Apparently, not uncommon.

It's worth noting that Mr Russell Sydenham, who is objecting to the construction of my CDC, had a DA approved in July 2020 on his lot 210/DP819485. His own access hangs in the balance of "**road maintained by the Council**" as he has to drive over Alena's land (lot 13/DP248193) on his way home.

**Second - the Inland Code:**

<p><b>1.19A Land on which complying development may not be carried out – bush fire prone land</b></p>	<p>(1) To be complying development specified for any complying development code (except the Housing Alterations Code)—</p>	
	<p>(a) the development must not be carried out on land in bush fire attack level-40 (BAL-40) or the flame zone (BAL-FZ), and</p>	<p>Complies. Based on CDC. House site not bushfire prone land. All surrounding land is.</p>
	<p>(b) in the case of development specified for the Rural Housing Code—any associated access way to the development must be on land that is—                  (i) not in bush fire attack level-40 (BAL-40) or the flame zone (BAL-FZ), or                  (ii) grasslands.</p>	<p>May not comply. Although the CDC was issued under Part 3D Inland Code, the development is also specified for the Rural Housing Code (Part 3A of the SEPP). The accessway to the house site is densely vegetated and bushfire prone land. Fire attack level (BAL) not known.</p>

This is the information I was given:

“At the time the CDC was issued (11/11/2020) a historical search on the NSW legislation website proves the Inland Code was the appropriate legislation in place at the time.

Link to the page on the legislation website:

<https://legislation.nsw.gov.au/view/html/inforce/2020-10-29/epi-2008-0572#sec.3D.1>

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

Historical version for 29 October 2020 to 26 November 2020 (accessed 1 July 2024 at 9:24)

Part 3D - Division 1 - Section 3D.1

Timeline

Point-in-time versions

Timeline showing versions from 22/2020 to 22/01/2021. The current version is 29/10/2020.

Enter the exact version date, if required:

**3D.1 Land to which code applies**

- (1) Subject to subclause (2), this code applies to the development that is specified in clauses 3D.3–3D.66 on land in Zones RU1, RU2, RU3, RU4, RU5, RU6, R1, R2, R3, R4 and R5 in inland local government areas.
- (2) This code does not apply to land to which the Greenfield Housing Code applies.
- (3) Except as provided by clause 3D.2, the Housing Code and Rural Housing Code do not apply to land to which this code applies.
- (4) In this clause, *inland local government areas* means the local government areas of Albury City, Armidale Regional, Balranald, Bathurst Regional, Berrigan, Bland, Blayney, Bogan, Bourke, Brewarrina, Broken Hill, Cabonne, Carrathool, Central Darling, Cobar, Coolamon, Coonamble, Cootamundra–Gundagai Regional, Cowra, Dubbo Regional, Dungog, Edward River, Federation, Forbes, Gilgandra, Glen Innes Severn Shire, Goulburn Mulwaree, Greater Hume Shire, Griffith, Gunnedah, Gwydir, Hay, Hilltops, Inverell, Junee, Lachlan, Leeton, Lithgow, Liverpool Plains, Lockhart, Mid-Western Regional, Moree Plains, Murray River, Murrumbidgee, Muswellbrook, Narrabri, Narrandera, Narromine, Oberon, Orange, Parkes, Queanbeyan-Palerang Regional, Singleton, Snowy Monaro Regional, Snowy Valleys, **Tamworth Regional**, Temora, Tenterfield, Upper Hunter Shire, Upper Lachlan Shire, Uralla, Wagga Wagga, Walcha, Walgett, Warren, Warrumbungle Shire, Weddin, Wentworth and Yass Valley.

Clearly, the Rural Housing Code is not applicable. I find the use of the words “**may** not comply” interesting. They are the professionals, they should know. It’s either compliant or its not. They know it’s compliant and they are just clutching at straws. The use of the word “**may**” is merely an attempt to seed doubt in the commissioners’ minds without providing any solid proof. The *Complying* Development Certificate by its own definition is *complying*.

And I just wanted to say again that I am not interested in voluntary acquisition “rights” graciously *imposed* on me. They are not “rights” if I don’t want them and they don’t benefit me, but benefit someone else. Apparently “*..any voluntary acquisition process can only be initiated by the land owner and not the proponent.*” It should be a burden on the developer, not the land owner. In this case, Glen Rai is what the Developer **wants** and their actions so far amount to “*being initiated by a proponent*”

Since there isn’t existing legislation that would allow them to *compulsorily* acquire Glen Rai, the balance of power remains with me. **I choose not to sell** and no one can force me. I thought the whole idea of the development assessment process was to ensure developments didn't impose adverse impacts to the neighbouring properties? This idea of voluntary acquisition is making a mockery of the NSW planning process.

If turbines next door proceed, instead of selling my land to the developer, I will go to court to seek the removal and demolition of the turbines which don’t comply with Visual and Noise Assessment guidelines and make my property unlivable and unusable. The noise limit is exceeded on the entire property, on both Lot 47 and 46.

As for the Taralga case, it has little precedential value because it was a **merits appeal** and has been superseded by newer cases.

A recent decision of the Victorian Supreme Court, found Bald Hills Wind Farm liable for noise nuisance, despite the compliance with the noise limits. **Nuisance is a Common Law.** It is a common law right to live on the land without the wind farm business next door causing a nuisance. To live without interference with the enjoyment of the land.

*“...The decision in [Uren v Bald Hills Wind Farm Pty Ltd \[2022\] VSC](#) suggests that no level of regulatory compliance will be sufficient to defeat a nuisance claim. The Court found that the noise emissions from the wind turbines gave rise to an acoustic interference with the plaintiffs’ enjoyment of their land, which was both substantial and unreasonable. The Wind Farm had failed to take reasonable precautions to abate this interference and was therefore liable for the nuisance...”*

This area is naturally very quiet, peaceful and has low background noise. Birds can be heard chirping a hundred metres away. Nights are absolutely silent and dark.

The noise emitted by turbines will exceed the limit **everywhere** on Glen Rai, on every part of lot 47 and 46. The reinstated turbines would need to be curtailed to comply with noise limits at NAD\_67 and NAD\_5. So they will not be the most productive turbines after all. No amount of curtailment would achieve the prescribed noise limits at DAD\_1. If you agree with the Department’s acquisition proposal, you will be **knowingly** leaving me and my property in this situation.

The below is from the Noise assessment report supplied by the Developer.

DAD\_1

Predictions have been made to determine the number of turbines which would need to be removed to achieve the criteria at DAD\_1 under all wind speeds, should the dwelling be constructed.

Based on ranking the contribution of noise from each WTG, a total of nine (9) turbines would need to be removed from the layout to achieve the noise criteria. The following table provides the nine (9) turbines to be removed, resulting in a noise level of 35 dB(A) at high wind speeds (lower noise levels are predicted for lower wind speeds).

**Table 7: Turbines to be removed for DAD\_1**

Turbines Requiring Removal
WP53
WP54
WP55
WP56
WP57
WP58
WP59
WP60
WP61

And this is from the development consent:

**ACQUISITION UPON REQUEST**

- B1. For a period of 5 years from the commencement of construction of any of the applicable wind turbines, the owner of the land listed in Table 1 may request the Applicant to acquire their land.

Upon receiving a written request from this owner, the Applicant must acquire the land in accordance with the procedures in conditions D1 and D2 of Schedule 2.

However, this agreement does not apply if the Applicant has an agreement with the owner of the relevant land in regard to the visual impacts associated with the development, and the Applicant has advised the Department in writing of the terms of this agreement.

**Table 1: Receiver subject to acquisition upon request**

Receiver	Lot/DP	Applicable Wind Turbines
DAD01	47/753722	53, 54, 55, 56, 57, 58, 59, 60, 61, 62

Note: To identify the residence and wind turbines referred to in Table 1, see the applicable tables and figures in Appendix 2.

Besides the visual and noise impacts, there are **shadow flicker**, **ice throw** and **blade throw** risk along the entire flat area of lot 47 adjacent to western boundary. This is the best part of my property. At 230 metres tall and only 80 m from the fence, if the turbine falls over, it could be on my property. DAD\_1 sits inside the ice throw and blade throw risk area and shadow flicker exceeds any legal limits.

The Department has balanced the “visual impacts against the public benefit”. Did they balance the risk of being injured or killed at DAD\_1?

DPHI requested: “...any considerations of potential re-siting options for DAD01 or the relevant wind turbines to meet the performance objectives of Wind Energy Guideline 2016.

Wait... what?? The Department is asking the Developer to consider re-siting **my** house??

Engie’s proposal that the house should be relocated to the furthest corner of lot 47 is ridiculous. Here are the issues they missed:

1. I don’t want to
2. The proposed location is a densely forested, steep, isolated valley, inaccessible by any means besides on foot. For a house to be approved, a two wheel drive access is required.
3. It has the highest bush fire danger level of all places on my entire property.
4. Nothing is approvable in the location they proposed. Tamworth Council Development Control plan dictates: any development on slopes over 15 degrees require detailed engineering, development on slopes over 20 degrees is prohibited.

If Engie and their consultants can not evaluate a simple house site, I have zero confidence that they have the required skills to design a well sited wind farm.

Have you heard of Wendy Bowman? This is a more recent court case than Taralga with a ruling made in 2014.

Mrs Bowman was at the epicentre of a long-running campaign to preserve her farm against the expanding interests of a powerful company in the Hunter Valley. The Yancoal Ashton Mine expansion was approved by the Land and Environment Court with the condition that Yancoal buy Mrs Bowman’s land. Even though Mrs Bowman was fighting a Fossil Fuel project and I’m fighting a Renewable Energy project, the principle is still the same - the same mitigation measure was used, moving the burden on to a private landholder.

At the time Mrs Bowman was faced with her fight, the Government was also under directives to prioritise economic growth above all else and coal licences were being issued with little regard to local residents’ lives. December 2014 is when the Land and Environment court issued its ruling and it was the first time an Australian Court placed this kind of condition on an approval.

Here is a quote from an article published by the Environmental Defenders Office, April 22, 2022, headlined “Upper Hunter community wins 22 year battle against Yancoal mine expansion”, “...*Yancoal has been able to decimate the Camberwell community, with many residents having moved on, for the sake of a coal mine that was never built...*”

To say that there are striking similarities when comparing these two projects is an understatement. Am I going to have a 22 year battle on my hands?

<https://www.edo.org.au/2022/04/22/upper-hunter-community-wins-22-year-battle-against-yancoal-mine-expansion/>



I particularly like these quotes from the ruling:

*“That the owner of that property has the option of acquisition rights under Table 1 is not to the point. If the owner chooses not to sell, lease or licence property 129 to Ashton then the project as I have assessed and approved it cannot proceed.”*

*“The Court can and should impose conditions which ensure that the project it has assessed in its entirety will be carried out in a way which addresses all aspects of the public interest. That includes consideration of fairness to the current or future owners of property 129.”*

My attachment to Glen Rai goes beyond the family history. It's impossible to replace these acres of fertile soil, ferns, huge trees and snow, and literally a stone's throw from tourism hotspots such as Nundle and Hanging Rock. Properties like mine, with cool climate and good rainfall must remain available for residential, farming and tourism use. Glen Rai may well be a climate refuge in the future. I don't think we can limit temperature rise to 1.5 degrees while China and other big polluters keep pumping out emissions.

When you reject this wind farm, please make sure that you document every shortcoming of this project, every neighbour's complaint, every piece of information still missing. Don't hang it all on me and DAD1. The Department has passed you the hot potato, please, have some mercy and don't pass it to me. I don't want to spend the rest of my life in courts.



This is the North West corner of Glen Rai, recently fenced in. New fence on the left, remnants of the old fence on the right. This is the earlier house site subject to the failed DA and where trespass by the Developer and their consultants always occurred. Good spot for a tourist accommodation or a second house via another CDC! Mum's legacy lives on.

Kind regards  
Cody Savage

**From:** Alena Lavrushkina [REDACTED]  
**Subject:** Fwd: Access to Gen Ra, [REDACTED], Hanging Rock  
**Date:** 14 June 2024 at 6:48 PM  
**To:** [REDACTED]

Hi Cody  
For your records

A ena

Begin forwarded message:

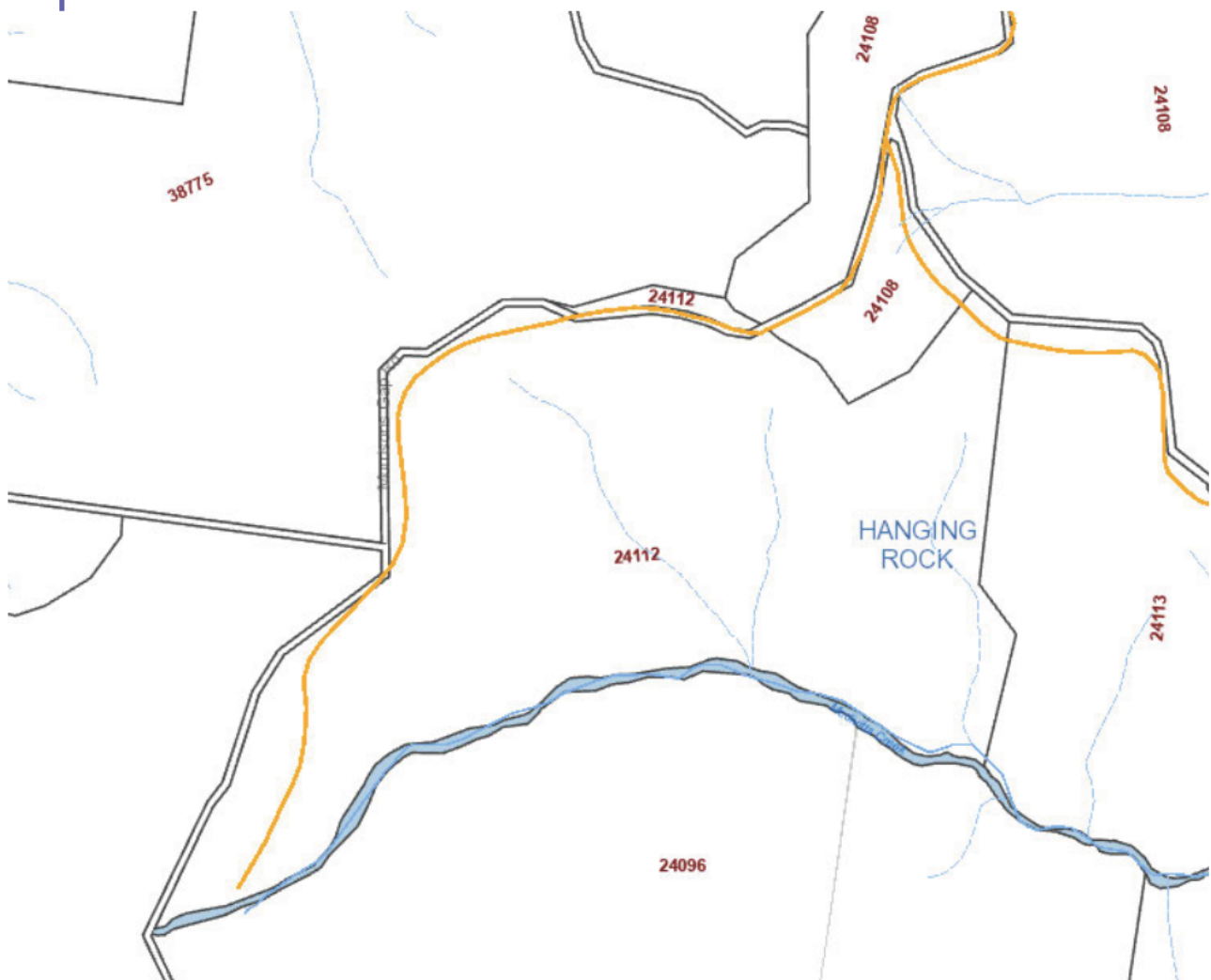
**From:** Russe Murray [REDACTED]  
**Subject:** RE: Access to [REDACTED], Hanging Rock  
**Date:** 27 February 2024 at 11:33:50 AEDT  
**To:** A ena Lavrushk na [REDACTED]

Alena,

The map below shows brown lines that highlight Tamworth Regional Council's unsealed road assets in the vicinity of your property. You will note that Morrisons Gap Road tends to be located "off route". Despite this, Council treats it as a Public Road under the Roads Act with the road approximating the alignment of the nearby Council owned road reserve.

There are many "off route" roads across NSW. These are generally recognised by Council and the affected property owner as being publicly owned and managed, with the provisions of the Roads Act applying to the legal and legitimate use of these roads by the general public.

In the event that the affected property owner ceased to recognise these public roads in the manner described above, Council would need to consider its available legal options in order to ensure that public access was maintained.





Regards,  
Murray Russell  
Manager Transport Operations  
Tamworth Regional Council

[REDACTED]  
Ph. 6767 5020



*Tamworth Regional Council acknowledges the Gamilaroi/Kamilaroi people, who are the Traditional Custodians of this land. We would like to pay respect to Elders past and present, and extend that respect to other Aboriginal and Torres Strait Islander peoples living in and visiting our Region.*

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**From:** Alena Lavrushkina [REDACTED]  
**Sent:** Saturday, 24 February 2024 4:29 PM  
**To:** Russell, Murray [REDACTED]  
**Subject:** Access to Glen Rai, [REDACTED], Hanging Rock

Hi Murray

Thank you for volunteering your help with this matter, I am looking for confirmation of legal access to "Glen Rai" [REDACTED]. This road is not within the road reserve, which is common as you mentioned in our phone conversation. The road was constructed by Nundle shire council and has always been maintained by Tamworth council. Council grades it all the way to the private gate.

Thank you  
Alena Lavrushkina.

## Attachment 2

Submission to IPC regarding Hills of Gold wind farm, from Cody Savage, [REDACTED],  
[REDACTED], Hanging Rock

The document below is the history of communication between my late mother, Zuzana Savage, and the Developer. By "Developer" I mean the representatives of Wind Energy Partners, Someva, Engie and the whole carousel of people she had dealt with from the time the wind farm was conceived to her tragic death on 1st of September 2022.

The point of this communication log is to show that the proposal was never a 97 turbine project. My mother never gave permission for her land to be included in the project and she had to repeatedly ask for it to be removed. It caused her embarrassment in the community because people thought she was part of the proposal when she was never part of it. She resented the intrusion of the revolving door of wind farm staff and consultants in her life and this was a source of nuisance for her for more than four years until her death.

In bold letters I have highlighted things that are important and I would like to draw Commissioners' attention to them.

In red are my own comments added for clarity or additional detail in some cases.

Please redact any commercially sensitive information, any legal advice my mother received and any names or details which can be used to identify any person, other than my mother, who is probably known to the whole country by now.

And so it began...:

## 2018

From: Jamie Chivers [REDACTED]  
Sent: Tuesday, January 2, 2018 5:44 PM  
To [REDACTED]  
Subject: Wind Farm Hosting Option

Hi Zu, the message below was what I had tried to send. I will give you a call in the coming days to discuss next steps if this is something you are interested in progressing.

Jamie Chivers  
[REDACTED]

Hi Zu

Thank you for your time last Wednesday. It was good to meet you and learn more about your business and property. I didn't know much about Bisons as you probably put together!

As promised I wanted to provide you with a summary of the project with some indicative terms to what we can offer you for hosting turbines.

**As I mentioned the project is still going through concept design for submission to government and your input into this process will be valuable so that we can inform our views as to a potential design.** At this stage we are confident there is an opportunity to locate up to 4 wind turbines and associated infrastructure on the higher parts of your property. For turbines that are located on your land we would provide \$10,000 per year indexed to inflation. For turbines that are on the other side of your boundary and the blades turn above your fence line we would provide an "overhang" fee of \$5,000 per turbine per year. There may be additional income in this for you however at this stage the design is not final and the numbers of turbines is not finalised. For the 4 turbines on your property you would earn an annual income of up to \$40,000 per year in the first year increasing thereafter with inflation.

We are careful to ensure that everyone who is involved in the project earns the same amount per turbine or overhang and make the commitment to you that no one will be earning a higher fee per turbine. We want to ensure that everyone is treated equally and feels comfortable with the agreement. What we have offered above reflects the current agreement shared with everyone with the potential to be involved.

I have attached an overview of the project which provides:

1. A map showing the development area and potential landowners in the project area
2. A timeframe for the major development activities
3. A summary of the project justification including other direct and indirect opportunities the project will create for Nundle and surrounds
4. A summary of the key terms that would be included in the option to enter a lease and lease agreement

This is for your information and we would greatly appreciate if you can keep it confidential given the status and stage of the project.

As I mentioned I'm available to discuss in more detail our plans and any questions you have. I understand you are interested in progressing and will provide you with a draft option to enter a lease and lease agreement in the coming weeks. Please don't hesitate to contact me anytime if you have any questions.

I hope you have a Merry Christmas and a Happy New Year and wish you all the best for 2018 if we don't speak before then.

Jamie Chivers  
[REDACTED]

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From: Jamie Chivers [REDACTED]  
Sent: Thursday, January 18, 2018 2:46 PM  
To: [REDACTED]  
Subject: RE: Wind Farm Hosting Option

Hi Zu

I hope you are well and happy new year.

I promised to send you the option to enter a lease and lease agreement in my last email and have attached to this email for your consideration. **The agreements form the basis for us continuing to investigate the wind farm opportunity on your land and to include this opportunity in our submission to government in March.**

... It's worth noting that my mother has never signed any agreements, yet they have included her land in their submission anyway...

The agreement attached provide the detail to the broader terms I had sent across in my previous email. We would encourage you to seek the assistance of a solicitor to review these documents and will cover the costs up to \$2,500 for this.

Subject to review of the documents and agreement you will need to fill in the 3 sections which have been left blank in the agreements including:

Location	Please fill in
Page 1	The Owner's address
Clause 2.1	The Option Fee amount of \$5,000
Page 12	The details of the Owner's Solicitor

I will be in the region towards the end of next week and it would be good if you had a chance to catch up. Let me know if it would be suitable.

I look forward to speaking to you soon.  
Jamie

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I don't think she replied to this email

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From: Jamie Chivers [REDACTED]  
Sent: Tuesday, January 23, 2018 1:31 PM  
To: [REDACTED]  
Subject: RE: Wind Farm Hosting Option

Hi Zu

Following up from the previous email please find attached schedule B to the Option Agreement which provides the proposed development corridor to which turbines might be located.

If you would like me to provide any information directly to your solicitor I'm happy to mail copies.

I look forward to speaking again soon and please let me know if you have any questions.

Regards,  
Jamie Chivers

[REDACTED]  
From: Jamie Chivers [REDACTED]  
Sent: Friday, February 9, 2018 8:59 AM

[REDACTED]  
Subject: RE: Wind Farm Hosting Option

Hi Zu

I hope you are well.

**Just wondering if you have been able to engage a solicitor to help with the agreements and if there is anything else I can provide?**

I will be in Nundle on Tuesday and Wednesday next week with one of our consultants and if you are around it would be good to update you to the progress and answer any queries you might have.

Look forward to hearing from you.

Jamie

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From: Jamie Chivers [REDACTED]  
Sent: Thursday, March 1, 2018 1:40 PM  
To: [REDACTED]  
Subject: Update

Hi Zu

I hope you are well.

I would like to bring to your attention that we have just agreed to host a preliminary community meeting outlining some high level information about the project and how it will progress through to construction. This has come specifically at the request of the Nundle Business Tourism and Marketing Group and while we believe it is very early to be conducting such meeting we understand the community are interested to learn more about our plans. It will be the first of many community updates as the project progresses and we will keep you in the loop to these meetings and of course other information regarding the project as we progress.

The details for the meetings are:

Nundle – Nundle Memorial hall Thursday 22nd March at 6:30pm  
Hanging Rock – Hanging Rock Hall Friday 23rd March at 6:30pm

It would also be good to understand when you will be able to send me any feedback on the contracts I had sent across?



I look forward to hearing from you soon.  
Jamie

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From: "Anneka Frayne" [REDACTED]  
Date: 14/03/2018 12:41 PM  
Subject: Letter re option to lease  
To: [REDACTED]

Dear Zu,

Please find attached letter that I have posted to you also.

Before you sign the lease I just need to clarify a few points with you, which are listed in the letter.

Feel free to write back or to book an appointment to go through it with me next week at our office.

Thank you.

Regards,

Anneka Frayne  
Associate Solicitor

[REDACTED]



Our Reference: MM.AF:180166  
Your Reference:

**Contact**  
Anneka Frayne  
Senior Associate Solicitor

Ms Zuzana Savage  
"Glen Rai"

NUNDLE NSW 2340

Dear Zuzana

14 March 2018

### **YOUR OPTION TO LEASE TO WIND ENERGY PTY LTD**

We confirm you have instructed us to provide you with advice on an option to lease your property to Wind Energy Partners Pty Ltd (Wind Energy).

We would like to point out the following important points:

#### **THE OPTION:**

1. By signing this document you are agreeing to hold your property free from any other lease, license or encumbrance (other than your current NAB mortgage), and not deal with the land to its detriment, for a period of 3 years, and you are agreeing to provide Wind Energy a 5 year lease of the property at any time during that 3 year period. You must not plant any trees within 500 m of the development area, or erect any homes, buildings, or structures, must not interfere with Wind energy's infrastructure, or activities. You must not sell, transfer, part with possession or create further leases, license mortgage, encumbrances, liens or other interest, in your land for the next 3 years, while the option to lease is in place.
2. At this stage the option fee is not listed. We have requested this from the other party. Once we know this we can assess if it is fair and reasonable given the circumstances. They are doing a lot of work on your property even during the option to lease period, therefore, I suggest that this fee be almost equivalent to the lease fee.
3. If you die or become incapacitated, then the option to lease agreement binds your attorney and heirs.
4. You are also agreeing, if need be, to give an electricity company a lease to the purposes of a sub station on your land to service the Wind Turbines for a fee of \$1.00 per annum.
5. You may be required to also agree to easements for electricity, and there may be the need for overhead electric cables and wires, and temporary construction yards.
6. You are agreeing to sign and do all things necessary to get the final lease plan done.
7. You are agreeing to provide access to the Wind Energy company to perform investigations to determine location of turbines etc. during the option period. You may wish to request that they contact you within a certain time period before entering the property during this period.

Tamworth

Tamlaw Pty Ltd ABN 35 144 724 621  
stacklaw.com.au/tamworth

1/1 Fitzroy Street  
PO Box 1023  
TAMWORTH NSW 2340

T (02) 6767 2000  
F (02) 6766 5027

As there is no existing lease, there will be insurance and liability issues with them entering the property.

8. You are agreeing to Wing Energy to make drill holes, building access roads, and erect masts on the property for trials, experiments and tests. You may wish to seek compensation per drill hole or subterranean excavation.
9. Wind Energy will compensate you for any damage incurred by them. However, there is not clause stating how the compensation will be assessed. You may wish to include a clause about having an independent third-party assessor assess the damage and the compensation.
10. Wind Energy will remove the masts and anything else erected on the property, but they will not remove anything below 500mm below ground level. You may wish to specific that they remove any concrete poured by them, whether the footings are below 500mm or not.
11. Wind Energy is not obliged to remove access road. You may wish to seek clarification of exactly how they will be building the roads and with what materials so that you can assess whether you wish to seek a clause to have the roads removed.
12. You are agreeing for wind energy to make application for approvals to do what they are wanting to do.
13. You are indemnifying wind energy for any loss they may incur as a result of you failing to promptly sign all documents for them to get approval to do what they want to do on your property. You may wish to specify in there what promptly means. For instance, you may be on an overseas holiday when they require seething to do signed.
14. Wind Energy may serve an notice on you or your solicitors to exercise the lease, and the lease shall start from the date on the notice, even if the lease document is not executed by you.
15. You must within 21 days of receiving the notice, deliver a signed copy of the lease to Wind Energy.
16. You authorise Wind energy to make any insertions or corrections and amendments as reasonably required to complete the lease, or final lease plan in registrable form. You may wish to clarify this so as to not make any changes without your written consent.
17. You agree not to objector make any claim against the Developer in relation to this project.
18. You agree that there is no contamination of the land, or anything on the land that might effect the turbines, underneath or on top of the land.
19. You agree not to contaminate the land and cause interreference with the project.
20. You agree for Wind Energy to put a caveat over your land, so that you may not sell or deal with it without their consent.
21. You agree that Wind Energy may assign the option to someone else. You may wish to clarify who will fund the preparation of the assignment documents, and to make provision for you to ensue the assignee is legitimate, and trustworthy.
22. You agree to keep this agreement confidential.
23. The agreement continues even if Wind energy exercise the option in respect of obligations and agreement which remain after the exercise of the option. You may wish to request that Wind energy specific which clauses remain after the exercise of the option.
24. You agree that the Developer is not liable to the Owner for any kid of indirect or consequential loss or any loss or damage considered as being beyond normal measures, including but not limited to loss of profits or loss of use. This is an interest clause, because I am concerned that the neighbours may bring claims against you for private nuisance, or if their animals being effected and therefore, sue you for loss of profits or use. You may

wish to clarify this or alter this deed to ensure that you are not liable for these types of claims. I note in the lease document at clause 2.11 Wind Energy refers to nuisance and they request you acknowledge that the project shall not be deemed to be nuisance, damage, annoyance or disturbance. Despite that, it is possible that it may in fact cause nuisance, annoyance, disturbance or damage, and therefore it is something you need to consider.

25. We will be required to seek your mortgagee's consent. There may be a fee for this for the bank, and we suggest that Wind Energy pay for this.

#### **THE LEASE:**

1. The lease period is a period of 5 years.
2. The Rent is \$12,000 x the number of Turbine Sties on which a Turbine is under construction or operation at the begging of that Accounting Period per annum. The Accounting period is a financial year. We suggest that you and we shall do some research in relation to whether this is market price.
3. There is an over hang fee of \$5,000 x the number of turbines which overhang from a neighbouring property with the blade extending onto the air spare above the land. You may wish to clarify how this effects you.
4. After the second year and then each year, the rent shall be the Basic Rent, and overhang fee x CPI for the quarter ending immediately prior to the commencement of that accounting period.
5. Wind Energy will pay any extra rates or charges as a result of their Project within 30 days of receipt of invoice.
6. You agree not to assign or underlet your land without your consent, but consent must not be withheld or delayed if certain requirement shave been met. Refer to clause 2.4 of the lease.
7. Wind energy release you from any claim or demand results in any accident, damage or injury occurring on your land, caused by any negligent act or omission of Wind energy or their agents, and they indemnify you against all claims by a third party, losses and damages, or expenses, which you may incur by a wrongful act, neglect or default of Wind Energy or its agents, in connection with the use of the land – unless it was caused by you or partly caused by you. If you are caused loss or damage you are obliged to notify the lessee immediately.
8. Wind Farm shall have insurance of \$10 million for public liability. I would suggest that it is increased to \$20 million which is the standard for commercial leases now.
9. Again, there are clauses about rectification of removal of infrastructure one the lease ends, but the lease refers to not removing anything under the soil of more than 0.3 metres.
10. You are obliged to give Wind Energy quiet enjoyment of the land as per any other lease
11. You agree to let Wind energy display signs o the land,
12. You are to comply with any environmental laws, or notice in relation to the development area,
13. You agree to indemnify the lessee against any claim relating to any accident or damages cause dby your negligence, or failure to uphold to any law direction or requirements in respective of the land, related to environment, planning ad building or local government,
14. You must pride an emergency contact to the lessee.

15. Again, there are clauses relating to the access roads, overhead electric cables and wires, and underground electric cables and wires, which the lessee is entitled to have full right and access to.
16. You are agreeing to the lessee to mortgage or charge the lease, or encumber it's interest in the lease or grant security over it without your consent.
17. Wind energy may terminate the lease early by giving you no less than 6 months' notice in writing. You may wish to seek a reciprocal clause for your to terminate early.

Things to think about:

1. The Wind turbines are bound to make a lot of noise. Will it affect you or your home or your animals on the land?
2. The constant interferences with the land will damage the land, and even though there are make good clause sin the option agreement, it may be that the land is not in it's same state when Wind energy leave the premises.
3. If you are not happy with the rectification by Wind Energy after they have left the premises, you may require legal representation and court action to enforce them to further rectify the property, which will cost you further funds.
4. Do you have any other security interest or loans outstanding on any structure or thing, on the development area?
5. We suggest that you seek accountant advice in relation to the income you will be receiving from the option and the lease. You may have to deal with GST.
6. Wind Energy may be required to undergo archaeological, or environmental testing and reporting, for the purposes of the approval process. It is possible that heritage and Ecological conversation sites may be found, and this may impact your future use o the land. It may mean that you may not be able to use the land again.
7. We suggest that we also seek Wind Energy to pay for the NAB consent fees and the production of title fees.

Once you have addressed the above mentioned points, and we have finalised the option, you may attend our office to execute the document.

We look forward to hearing from you.

Yours faithfully



**Anneka Frayne**

Solicitor



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On 14 March 2018 mum forwarded to me the email from Anneka with details of the wind farm offer and with a comment “ [REDACTED] :( “

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On 15 Mar 2018, at 3:22 pm, Zuzana Savage [REDACTED] wrote:

Hi Anneka, this alone is a major worry, never mind everything else. I will run it by my son and partner **but I am not liking any part of it**, kind regards , Zu

---

On 23 March.2018 my mother attended a public meeting in Hanging Rock hall where project information was displayed. To her surprise, the map of the project clearly depicted her property as being a part of the project. In the eyes of the attending members of the community who thought themselves impacted by the wind farm, she was instantly one of the culprits..

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From: Anneka Frayne [REDACTED]  
Date: Thu, 10 May 2018 at 15:12  
Subject: Jamie Chivers  
To: Zuzana Savage [REDACTED]  
Hi Zu,

I spoke to Jamie Chivers.

The details of the conversation are as follows:

Jamie says that they are not in a position to move with the income. He said that you would receive \$12k per turbine on your land and \$6k per overhang on to your land, and they can guarantee a minimum of 1 turbine on the land and 3 or 4 overhangs, which is about \$30,000 - \$36,000 per year.

He said he has already signed 3 land owners. He doesn't want to do different deals with each. He said that they have 76 turbines already with homes on land up there, and Zu's is only 3 - 4 turbines so it is a small part of the project.

**He said if Zu says 'no' they will move the turbines off her boundary so that she doesn't receive any income but may still receive the impact.**

I said to Jamie that we would like to see evidence that he has signed the other land owners and if he would prove that they have accepted the same income that may help from a value point of view.

He said the license fee is non-negotiable. They are running a business too and they need to reduce their exposure to risk as much as possible and that is why they are not negotiating the price.

He said Zu needs to weigh up whether the land will be used for something else or whether it will be best suited to the wind turbines. He said that he thinks it will heighten the value in Zu's land, because he suspects the turbines will be there for 35 year. I said it would obviously be subject to the lease, viability of the project etc.

I also do not necessarily think that it would increase value. Mining doesn't increase value in the land. Why would Wind turbines? It will depend on the impact that they create, which is an unknown at this stage.

I asked about tree clearing. He said yes they would be clearing trees subject to what the environmental impact statement and approval says, and they will also have to buy another bit of land or plant trees somewhere else as an offset.

Jamie said he will ask the other land owners if they are happy to send the signed agreements to us so that Zu can assess the value point.

Some of this information from Jamie is probably mere 'puff'. You need to take it somewhat as a grain of salt because he is essentially a 'sales person'.

If it is not written in the contract then it is not worth believing.

Let's wait and see if he produces the other signed agreements and we can discuss it from there.

Regards,

Anneka Frayne  
Senior Associate



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On 26 June 2018 at 11:32 am via a text message to Jamie Chivers **my mother made it clear that she had no intention of being a part of the wind farm.** The text message was followed by a formal rejection letter from mum's solicitor.

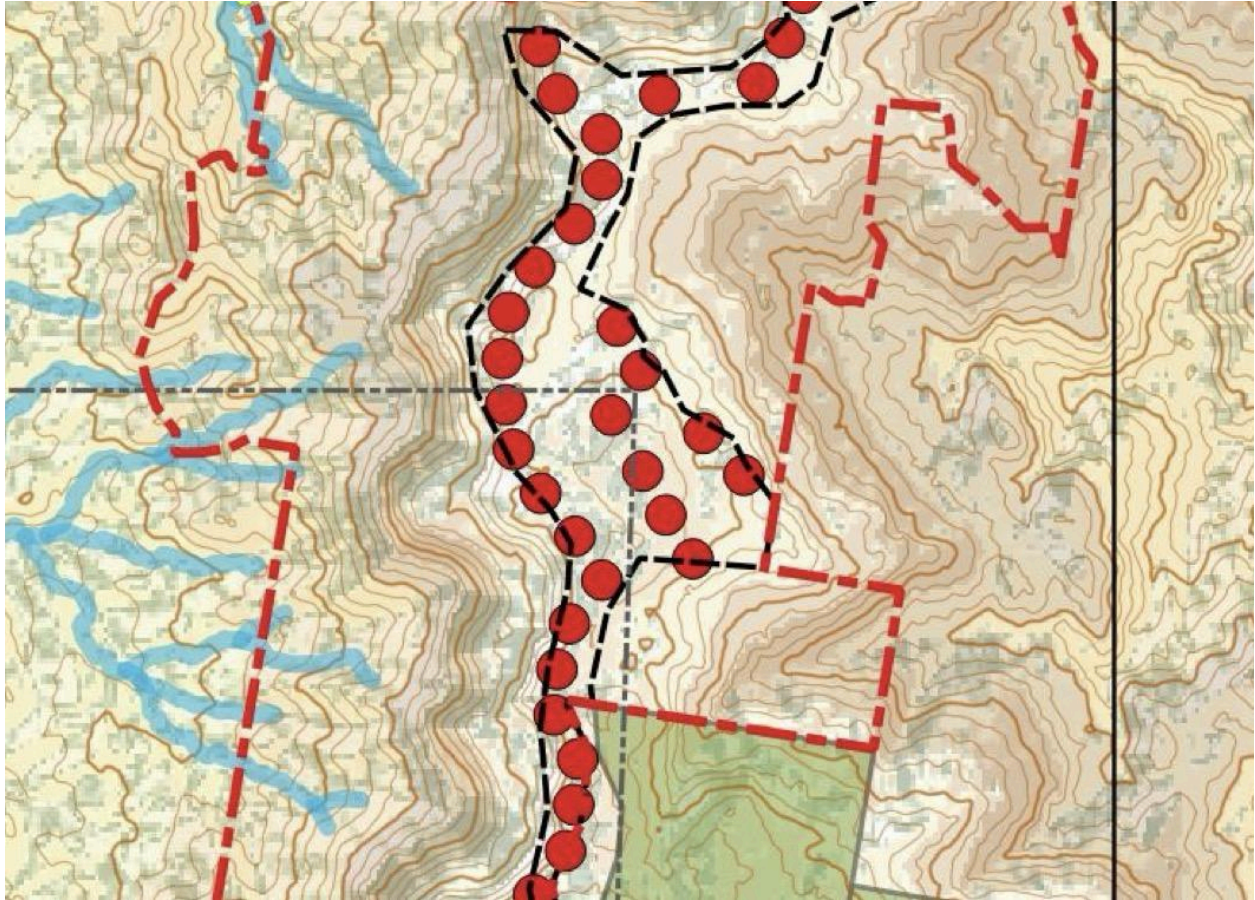
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On 28 June 2018 at 9:34 am Jamie Chivers responded with a message: "Hi Zu, I might have a solution after talking to the shareholders about an increase in upfront payment and a clause that protects you from a longer term issue..."

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**In November 2018, four months after my mother told them "NO", Developers submitted PEA (Preliminary Environmental Assessment) to the Planning portal with 8 turbines on my mother's land and lot 47 entirely included.**

The "97 turbine project" was always a lie, they plotted turbines on the land of the people who did not want to participate. They did the same at the western end of the wind farm. When they were told to remove those turbines, they used it as evidence that the project has evolved and fine tuned in response to constraints and has become a better project.



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2019

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From: Hiliary Thornberry [REDACTED]  
Date: Fri, 18 Jan. 2019, 11:17 am  
Subject: 190040: Hills of Gold Wind Farm  
To: Zuzana Savage [REDACTED]  
[REDACTED]

Dear Zuzana

I hope this finds you well.

Please find attached copy letter we have received from Wind Energy Partners.

Could you please review the letter, and telephone our office to make an appointment to see Anneka.

Please note that Anneka will be unavailable until after the 15<sup>th</sup> of February 2019.

Thank you and we look forward to hearing from you.

Kind regards,

Hilary Thornberry

Solicitor

[REDACTED]

[REDACTED]

Wind Energy Partners

Ms Zuzana Savage

Hanging Rock  
NSW 2340

Cc: Anneka Frayne – Stack Law Tamworth

16<sup>th</sup> January 2019

COPY  
FYI

Dear Zuzana,

Thank you for your time in November when we discussed our proposed Hills of Gold Wind Farm. As you are aware, we are continuing to progress the project, with environmental assessments underway. We will also contact you soon in relation to further wind monitoring masts which we propose to install on the ridge.

The windfarm will be assessed under the NSW government's State Significant Development process under the Environmental Planning and Assessment Act 1979 (NSW). The project has received the Environmental Assessment Requirements for the environmental impact statement (EIS) from the Department of Planning and Environment.

We are currently in the process of finalising the project layout, in consultation with relevant stakeholders, as required to enable the EIS to be prepared. We appreciate that, while you initially sought to be involved in the project, more recently you have had some reservations.

As discussed previously, we would be delighted if you would like to share directly in the benefits of the project by committing to hosting turbines and we are open to discussing this possibility. Most landowners find the additional regular rental income from being a wind farm host extremely attractive, especially when experiencing drought conditions.

If you were to commit to hosting turbines, we would be prepared to locate up to 8 turbines on your land and we would ensure you receive a minimum of \$100,000 per annum for 30 years (increasing each year with inflation). You would also be able to continue to run Bison and farm your land. We would plan the turbines in agreement with you and ensure you are comfortable with their locations. We understand that your lawyer has reviewed the draft option for lease agreement provided by us and that they have not proposed any further changes. Accordingly, the agreement could be updated with the minimum rent and executed readily should you wish to do so.

However, we also respect that you may prefer not to stay on your property if the wind turbines are built on neighbouring land. While we accept it is not your preferred outcome, we are prepared to purchase your property if you wish to move away from the windfarm. We would give you plenty of notice so that you do not have to sell immediately. Indeed, if the project does not go ahead for some reason, you do not have to sell at all. We would only purchase the property if the project proceeds to construction. We expect to be able to give you notice to purchase it within three (3) years provided we receive approvals according to plan. If this offer is of interest, we would prepare an option to purchase and provide it to you and your lawyer for review. It would include an annual option fee.

If you would like to enter into an option for us to purchase your property, we propose the following key commercial terms:

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## Wind Energy Partners

1. Option term of three years, to be extended in the event final approvals have been sought but not yet obtained;
2. Option fee of \$10,000 per year during the option term;
3. Purchase price of \$1,200,000;
4. WEP to pay your reasonable legal fees in finalising the option agreement;
5. WEP to have access to the property to carry out investigations during the option period on agreed conditions, including advance notice and arrangements for minimizing any disruption to Bison and farming;
6. Standard confidentiality and exclusivity provisions;
7. Standard form land sale contract; and
8. Other details to be agreed.

The proposed purchase price is the amount you mentioned in our meeting. While this is well above the market value of the property, we are prepared to pay a premium to compensate for the inconvenience to you. Alternatively, if you prefer, we are prepared to pay for a professional market valuation to determine the purchase price.

We have reached a stage in the project's planning where we need to finalise the turbine numbers and layout. If you do not want to enter into either:

- an agreement for lease to host turbines on your property; or
- an option agreement for us to purchase your land,

then we will respect your decision and finalise the project layout on this basis. The project will then proceed without your land. While it is not impossible, it is extremely unlikely that we could revisit our plans and include your property in the project at a later stage.

Therefore, we ask that you consider our two alternative offers as outlined in this letter and respond promptly.

If you wish for WEP to lease your land, please sign and return the option to lease agreement already finalised with your lawyer. Alternatively, if you wish for us to purchase your land, please confirm by signing and returning this letter to me. If you return the signed letter, then we will commit to finalising contracts with you and your lawyers within four weeks.

Please note that this offer is for a limited period. We may not offer the same premium price for your property in future. We would like a response to this letter by 28<sup>th</sup> February 2019 for our planning.

I encourage you to speak with your lawyer, to whom we have copied this letter, about our offer and otherwise call me if I can assist your deliberation. We look forward to hearing from you.

Yours sincerely,

Colin Liebmann  
Chair

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...my mother never sought to be involved in the project, the Developer sought to have her included..

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From: Aneka Frayne [REDACTED]  
Sent: Wednesday, 20 February 2019 4:36 PM  
To: Jamie Chivers [REDACTED]  
Subject: FW: Zu Savage

Hi Jamie

Sorry I have not been able to get back to you.  
I am booked back to back.  
I have not heard from our client in relation to your new offer.  
Have you been in contact with her directly?

Regards,

Aneka Frayne  
Managing Solicitor  
[REDACTED]

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From: Jamie Chivers [REDACTED]  
Sent: Wednesday, 20 February 2019 4:58 PM  
To: Aneka Frayne [REDACTED]  
Subject: RE: Zu Savage

Hi Aneka

Thanks for getting back to me and hope you had a good break.

No we have deliberately left this with you as the middle person. We did send it directly to her property but I understand she has been away for over a month.

Any chance you could try reaching out to her again? We would like to see if there can be a negotiated outcome that would really be like winning the lotto!

We can offer her a guaranteed \$150k per year or to purchase her land for a well above market value. We just want to know what her expectations are as we have moved as far as we can.

Regards,  
Jamie Chivers  
[REDACTED]

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From: Aneka Frayne [REDACTED]  
Date: Thu, 21 Feb 2019 at 09:36  
Subject: FW: Zu Savage  
To: Zuzana Savage [REDACTED]

Dear Zu,

Jamie is trying to contact you again to offer \$150k a year.  
How have you been? Do you want to discuss this again?

Regards,  
Anneka Frayne  
Managing Solicitor

[REDACTED]

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## 2020

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From: Mike Stranger  
Sent: Thursday, 5 March 2020 3:17 PM  
To: [REDACTED]  
Cc: Sandra [REDACTED]  
Subject: Noise logger FAQ

Hi Zu,

Thank you for you for our phone conversation earlier, it seems we got cut off by bad reception.

I am sharing with you the information on the noise logger that Sonus have provided, the consultants we have engaged to undertake the noise and vibration impact assessment for the Hills of Gold Wind Farm project. As discussed, we would like to know if you would be interested in hosting a noise logger nearby to your residence for the purpose of collecting baseline noise monitoring data. The logger is power independent and can be setup in a place that is out of the way for you, and it does not require any maintenance or oversight from yourself. It is deployed for a period of 6 weeks, and i would check the logger is functioning correctly around the 2-3 week period following commencement. You do not need to be present at the time of setup, though we would let you know when we intend to visit to setup the logger.

Sonus are completely independent and if you would like to contact them to ask any questions, here is Chris's contact details:

Chris Turnbull  
Principal

[REDACTED]

Sonus Pty Ltd

[REDACTED]

[REDACTED]  
If you could let me know if you are agreeable to hosting a noise logger by Thursday next week (12<sup>th</sup> March), that would be very helpful for us to plan the field trip. I have copied Sandra in this email as she is the Senior Development Manager for the Hills of Gold wind farm and responsible for managing the noise and vibration impact assessment with Sonus.

Feel free to call me on the below number with any questions, or if you would like to meet the next time I am in Nundle/Hanging Rock area.

Kind Regards,  
Michael Stranger  
[REDACTED]

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From: Mike Stranger  
Sent: Friday, 27 March 2020 8:32 PM  
To: [REDACTED]  
Cc: Sandra Agudelo [REDACTED]  
Subject: RE: Noise logger FAQ

Good Evening Zu,

Further to the email sent you below, please find attached additional information on the deployment of noise loggers, as sent to Megan Trousdale earlier today.

We are still interested to know if you would be willing to host a noise logger, and be happy to provide any further information that you may require to make a decision.

Thanks and Kind Regards,

Michael Stranger  
[REDACTED]

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From: Zuzana Savage [REDACTED]  
Sent: Thursday, April 9, 2020 6:00 PM  
To: Jamie Chivers [REDACTED]  
Subject: Hills of Gold Wind Farm

Hello WEP/Someva team

**I have noticed that the new turbine layout you have recently published, shows the eight turbines that were previously located on my land have now finally been removed, however, my property is still shaded in as if it is a part of the project with Lot 47 DP753722 being included entirely. I don't know which part of a "NO" don't you understand? I have no intention in participating in the project and request that my entire property is removed from the construction corridor immediately! You have gone to the trouble of adjusting the construction corridor from the original layout almost everywhere,**

including this and excluding that. You have excluded State forest after being told you can't locate turbines there. Just couldn't manage to exclude my land??

**I also request that you make yourselves familiar with the boundary of my property and make sure that your mapped out access road goes AROUND my property, not through it as it is currently indicated on your plans.** I hope you are aware that the fence between my property and the wind farm host to the west is not located on the surveyed boundary. My neighbor may continue to use the existing access and drive across the corner of my block until such time when the fence will be re-aligned with the boundary. However, I do not give you permission to trespass over my land or use the access my neighbor has constructed across my land. I insist that you (being your company personnel or any hired subcontractors and specialists) go around my property, be it in the vehicle or on foot.

Kind Regards  
Zuzana Savage

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On Thu, 16 Apr 2020 at 09:11, Mike Stranger [REDACTED] wrote:  
Hi Zuzana,

Thank you for bringing this to our attention. It is not our intention to present your property involved with the project, hence removing the turbines from your property.

Please find attached updated layout with the amended development corridor to exclude Lot 47/DP753722, which replaces the existing version available on the Hills of Gold website. Please note this includes the actual land as per your registered interest rather than any fenced land and **we will continue to ensure we respect that we or our consultants don't enter your land.**

I hope this addresses your concerns and please let me know if there is anything else we can do to resolve this for you.

Regards,

Michael Stranger  
[REDACTED]

...I would like to note that despite my mother's request to cease trespass, it continued. The Developer even planned on taking the Commissioners on the trespassing trip. On the IPC commission website, there is a map showing the planned route around the project site during the Commission's visit. The planned route clearly goes over our property. Hopefully Commissioners noticed the new fence when they had to drive around the corner. The fence was erected only days before to mark Glen Rai's legal boundary.



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From: Mike Stranger [REDACTED]  
Sent: Monday, April 20, 2020 3:43:22 PM  
To: [REDACTED]  
Cc: Sandra Agudelo [REDACTED]  
Subject: RE: Noise logger FAQ

Hi Zu,

I hope you are well and trust that you are not too disrupted from the current circumstances and travel restrictions with COVID-19.

Thank you for your correspondence re updating the preliminary layout maps. **We have made the changes to the maps you recently requested**, they are just going through the internal review process currently and will be shared with you once finalised.

This email is to follow up with you on the subject of hosting a noise logger as part of the Hills of Gold noise assessment, which I have not discussed with you since last we spoke over the phone earlier in March. We have confirmed with Sonus a planned visit to Hanging Rock and Nundle next week, commencing Monday 27<sup>th</sup> April, to deploy the noise loggers, and wish to understand if you are interested in participating in hosting a logger at your residence.

As is outlined in the responses provided to HOGP Inc, ideally noise loggers are deployed at the closest non-associated residence in each direction around the proposed wind farm, as this provides the greatest confidence the noise criteria for a turbine layout will be achieved. You are not obliged to enter into an agreement with us to host a logger, and it does not represent you are supportive of the wind farm proposal. Sonus will be following the current COVID-19 government health advice and social distancing requirements, and you are not required to be at your property if you prefer, and may liaise directly with Sonus on a suitable location if you will not be home at the time of installation. We can also arrange for the raw noise data to be shared with you if you like.



If you don't wish to host a noise logger at your property, can you please let me know by Wednesday 22<sup>nd</sup> April, so we can make alternative arrangements at another location. I will call you later today or tomorrow to confirm with you and answer any further questions you may have.

Kind Regards,

Michael Stranger  
[REDACTED]

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***On 21.04.2020, two years after the HOG wind farm went public, the developer finally excluded her land from the project footprint.***

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From: Mike Stranger [REDACTED]  
Date: Wed, 22 Apr 2020 at 11:33  
Subject: RE: Hills of Gold Wind Farm  
To: Zuzana Savage [REDACTED]  
Cc: [REDACTED]

Hi Zu,

I hope you are well.

Further to the below request, please see attached updated preliminary maps, with changes made to Morrison's Gap Road as you pointed out.

Hope this addresses your concerns. Please do let me know if there are any further issues I can help with.

Much thanks,

Michael Stranger  
[REDACTED]

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From: Aref Taleb [REDACTED]  
Date: Wed, 10 Jun 2020 at 10:16  
Subject: Further Visual Assessment Information

Hi Zu,

I am writing to let you know the consultants undertaking the landscape and visual assessment for the Hills of Gold Wind Farm project, Moir Landscape Architecture, are scheduled to be in Hanging Rock and surrounds next week from Tuesday 16<sup>th</sup> June until Friday 19<sup>th</sup> June. The visit is contingent on appropriate weather conditions, to ensure the photographs taken are suitable for use in preparing photomontages.

We understand from our consultation with you that you may be interested in having a visual assessment completed from your private residence. As such, could you please confirm if you wish to have a visual assessment completed from your private residence during this time.

If no, please simply respond to this email.

If yes, please provide the following details:

<b>Landowner Name:</b>	
<b>Contact phone number or email:</b>	
<b>Residential address:</b>	
<b>Preferred day for visual assessment. (Note photographs for preparation of photomontages are taken between 9:30AM and 2:30PM).</b>	
<b>If you wish to be present during the visual assessment or authorise access without the need to be present:</b>	
<b>Any specific locations and/or directions you would like a photograph taken from your private residence? For example, back-porch facing south east.</b>	
<b>Any instructions or considerations to gain access to your residence (directions, slippery conditions, pets or livestock, etc.):</b>	

We will make every effort to accommodate your preferred time for the visual assessment, however cannot guarantee this due to scheduling constraints. In the event we cannot accommodate your preferred time, we will contact you and suggest an alternative time. Each visual assessment will take a maximum of 30 minutes.

The visual assessment team will be following the current government health advice on COVID-19 social distancing requirements, and a Someva representative will be present at the time of the assessment.

To allow us to schedule the visual assessments, we ask that you reply to this email by Friday 12<sup>th</sup> June. And if you have any questions, please feel free to call Mike Stranger on [REDACTED]

Kind Regards,

Aref Taleb  
[REDACTED]

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From: Zuzana Savage [REDACTED]  
Sent: Friday, 12 June 2020 2:39 PM  
To: Jamie Chivers [REDACTED]  
Subject: Re: Further Visual Assessment Information

Hi Jamie

**I will only go ahead with sound monitoring and visual assessment if those assessments are provided from 2 locations, one from the existing house and one from the top paddock where I am planning on building the new house. The rejection of my previous DA application, as unfair as it was, has highlighted a few issues with the chosen house site. A new site will be selected and I will resubmit when ready. I will have it approved even if it takes a Land and Environment Court.**

Thank you for finding out what Russell uses for his mobile reception. However, this is not suitable for me as I don't use the internet and don't need another set of bills. I thought maybe he has a device of some sort or antenna. In any case, it would not solve the problem of not having mobile coverage outside my house and should I have an accident out in the paddock or in the shed I would still have no means of calling for help.

Kind regards  
Zuzana.

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From: Jamie Chivers [REDACTED]  
Sent: Friday, June 12, 2020 4:48 PM  
To: Zuzana Savage [REDACTED]  
Cc: Mike Stranger [REDACTED] Aref Taleb [REDACTED]  
Subject: RE: Further Visual Assessment Information

Hi Zu

Thanks for getting back to me on this.

I would like to note that we have tried to accommodate your request for additional noise logging with the offer summarised below.

**In consideration of a new dwelling location you should consider the information made public as part of the preliminary environmental assessment and particularly both the preliminary visual and noise assessments. I have attached images from these that should help understand any potential impact on your plans.**

We can't offer to install an additional noise logger at a location other than the existing dwelling and our offer stands to assess the existing dwelling and install a noise logger on Tuesday if you would like. Please let me know if you would still like this to occur for both the noise logger and visual montages.

Have a good weekend,

Regards,  
Jamie

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From: Zuzana Savage [REDACTED]  
Sent: Sunday, 25 October 2020 5:39 PM  
To: [REDACTED]; Jamie Chivers [REDACTED]  
Subject: Hills of Gold wind farm

Hello Jamie and Anthony

Please see the letter attached to this email.

Kind regards  
Zuzana

Hello

This letter is addressed to Jamie Chivers, a representative of Wind Energy Partners PTY LTD and Anthony Ko, a representative of DPIE.

I am the owner of the property adjacent to the proposed Hill of Gold wind farm at Hanging Rock, south of Nundle. My property address is 828 Morrisons Gap Rd, Hanging Rock, NSW. Lots 47 and 46 DP 753722

I would like to make a statement that I will NOT be signing the neighbour's agreement. I am requesting that the following turbines proposed within a 3 km circle of my residence are removed: WP49, WP50, WP51, WP52, WP53, WP54, WP55, WP56, WP57, WP58, WP59, WP60, WP61, WP62, WP64, WP65 and WP66.

I believe that their presence will be offending, intrusive and have an unacceptable impact on my property.

Sincerely yours  
Zuzana Savage

25.10.20

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On 25 Oct 2020 at 17:46, Jamie Chivers [REDACTED] > wrote:  
Hi Zu

Thank you for your email.

**We have undertaken an assessment of your property** and would appreciate an opportunity to meet with you to discuss the results of the Environmental Impact Assessment. **We understand your concerns regarding visual assessment and predicted noise and can provide you with information that will help you understand the specific impacts to your property.** Otherwise the results will be available once the project application goes on public exhibition.

We are in Nundle and Hanging Rock this week from Monday to Friday should you be available to meet with us. We can present some of this information to allow you to better understand the assessed impacts.

Hope you are well otherwise and the rain is bringing good feed for your bison.

All the best,

Jamie  
[REDACTED]

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From: Zuzana Savage [REDACTED]  
Date: Sun, 25 Oct 2020 at 19:40  
Subject: Re: Hills of Gold wind farm  
To: Jamie Chivers [REDACTED]  
Cc: [REDACTED] Aref Taleb  
[REDACTED]

Hi Jamie

**How about you take your turbines away and then there are NO impacts?** Seems like a good solution!

Regards

Zuzana

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## 2021

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From: Zuzana Savage [REDACTED]  
Sent: Wednesday, 5 May 2021 2:06 PM  
To: Anthony Ko [REDACTED]  
Subject: Hills of Gold wind farm near Nundle.

Dear Anthony.

Yesterday I attended a meeting in Nundle with representatives of Engie and Someva. During the meeting, Aref from Someva said that according to the "guidelines" the required setback of turbines from non associated property is twice the tip height. So in our case it will be 460 meters, which Aref agreed with. Is this right? Because if it is, there shouldn't be any turbines on the ridge along my property boundary. This kind of setback puts them over the edge and off the cliff. **Right from the beginning Jamie Chivers has been telling me that if I don't sign up, they will move turbines 81 meters off my boundary, and I won't get any compensation for overhang but will still cop the full impacts of the wind farm being there.**

Kind regards

Zuzana Savage aka the non participating landholder on Morrisons Gap road.

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On Fri, 7 May 2021 at 19:03, Anthony Ko [REDACTED] wrote:

Hi Zuzana,

Thank you for your questions regarding the setback of turbines from a property boundary. There are some Council's which provide guidance on setback distances in a Development Control Plan (DCP), however, my understanding is that the Tamworth DCP is silent on this matter.

Wind turbines would not be allowed to overhang and encroach above private property without the affected landowner's permission.

We are planning to visit the site and its surroundings in the coming fortnight. I understand you have an existing property adjoining the project site and that you have permission to establish an additional dwelling as complying development near the property boundary.

Could you please let me know if you would like to meet face to face to discuss your concerns?

Kind Regards

Anthony Ko

Team Leader, Energy Assessments

Energy, Industry & Compliance| Planning and Assessment

Department of Planning, Industry and Environment

[REDACTED]  
4 Parramatta Square, 12 Darcy Street, Parramatta NSW 2150

[www.dpie.nsw.gov.au](http://www.dpie.nsw.gov.au)

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From: Zuzana Savage [REDACTED]  
Sent: Sunday, 9 May 2021 9:29 PM  
To: Anthony Ko [REDACTED]  
Subject: Re: Hills of Gold wind farm near Nundle.

Hi Anthony, is there any chance for me to meet you at my property on the 20th? That would be ideal. Otherwise 16th or 17th are also somewhat suitable. Sorry to limit you but I am caring for an elderly relative at a moment and will need to find a replacement for myself to be able to attend the appointment with you.

Kind regards  
Zuzana.

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On Wed, 1 Sept 2021 at 09:03, [REDACTED] wrote:

Hi Zu,

Thanks for taking my call yesterday. I did meet with you at the Hills of Gold Preservation Inc meeting some time ago now. I genuinely wanted to catch up with you in person after that meeting, however unfortunately due to COVID I haven't been able to get back out on site. As suggested I would like to have a chat about the project and where we are currently at in relation to the Response to Submissions.



I also wanted to catch up in relation to your approved dwelling, as we would like to send a photographer to the proposed site to undertake a visual assessment. We were hoping we could access the site sometime next week if possible.

If you have the time for a phone call would you mind suggesting some times that are available please?

Kind Regards  
Meredith

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From: Zuzana Savage [REDACTED]  
Sent: Wednesday, 1 September 2021 4:54 PM  
To: ANDERSON Meredith (ENGIE in Australia) [REDACTED] Anthony Ko  
[REDACTED]  
Subject: Re: Hills of Gold Wind Farm

Hi Meredith

I would prefer all communication via email as my mobile reception is unreliable. Internet is not much better, obviously, so do allow me some time to reply. Keeping a written record of what was said, or promised, is always a good idea anyway.

Apparently, there was a newsletter distributed recently, I did not get one, again. I am the most impacted neighbour yet always ignored.

**I am very disturbed by this project and by the way I have been treated all along, and frankly, not interested in meeting any of you. I sincerely wish that you would all disappear.**

I do understand that for the Department of Planning to make an accurate assessment of the impacts on my property, I have to allow visual and perhaps sound professionals onto my property and I am happy to see what I can do to make these assessments happen. **To have the visual and noise assessments done from both houses is what I wanted all along.** The current time is challenging for me though, as I am looking after an elderly relative who requires around the clock care with all aspects from feeding to toileting, and I do not foresee the situation changing as she is unwilling to go to the nursing home. Perhaps with the Covid situation it's not the best place for her anyway.

When it comes to next week, I am available on Monday morning, around 8-9am, if this is suitable. I would prefer it, if it was only the photographer and no personnel from WEP or Engie. Let me know if this is suitable, I am not sure what other window I can find during the week. Mornings are generally best for me as some days I can arrange a substitute for a few hours.

Kind regards  
Zuzana.

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From: [REDACTED]  
Date: Thu, 2 Sept 2021 at 16:32  
Subject: Hills of Gold Wind Farm  
To: [REDACTED]

Hi Zuzana,

Thankyou for your email. I can confirm that we can have our consultant at your gate at 9am on Monday morning. I can also confirm as per your request that there will not be a representative from ENGIE or Someva on site on this day. We propose that David from MOIR (Landscape architecture) will be the consultant to visit your property. Can you please confirm that this is acceptable to you?

I look forward to hearing from you.

Kind Regards  
Meredith

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From: [REDACTED]  
Date: Sun, 3 Oct 2021 at 12:59  
Subject: Zuzana Savage Montage  
To: [REDACTED]  
Cc: [REDACTED]  
Dear Zuzana,

I asked Aref to send you the email in relation to the project that was sent to Morrison Gap Road and Shearers Road residents on Friday so that you could receive this as quickly as possible rather than waiting for this email today (I note receipt of your email). I apologise for not getting this to you on Friday as planned. Once again I apologise that you felt that you were being ignored.

I hope you are well and thank you for meeting our landscape and visual consultant on your property recently.

Our consultants have completed the additional assessment based on the location of your proposed dwelling. I have attached the photomontages that present views towards the turbines. You will notice that some of the closer turbines don't appear in their entirety. This is due to their proximity (i.e. they do not fit on the page).

**The closest turbine to your proposed dwelling is 332m. Given this proximity we would like to have further discussions with you about agreeing on the wind farm layout and the impacts this would have on your proposed dwelling.**

**..who in their right mind would agree to a turbine 332 meters from their house??**

We are seeking to understand whether you are prepared to enter discussions for how we can work with you in any form of agreement. Our preference would be to reach an agreement to ensure you can continue to use your property. We are open to understanding any conditions you would like us to consider for this to be acceptable.

We understand that the previous developer has offered to purchase your property however you were not previously interested. If this has become a preference of yours, ENGIE would also be open to discussing this as a means to reach agreement in relation to the project.

Could you please provide your feedback on the attached information and whether you are prepared to enter into discussions on any agreement to work with us?

As previously mentioned I would be happy to discuss this with you via phone call, or answer any questions over email if this is preferred.

...mum didn't want to take any phone calls because it's very hard to bully or pressure a person via email. By now she has learned...

Thank you for your time.

Regards  
Meredith

Meredith Anderson  
Development Manager, Asset Development

[REDACTED]

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On Fri, 29 Oct 2021 at 10:45, [REDACTED] wrote:  
Hi Zuzana,

I was just checking in to see if you had any further questions on the assessment?

Kind Regards  
Meredith

Meredith Anderson  
Development Manager, Asset Development

[REDACTED]

From: Zuzana Savage [REDACTED]  
Sent: Saturday, 30 October 2021 1:49 PM  
To: ANDERSON Meredith (ENGIE in Australia) [REDACTED]  
Cc: Anthony Ko [REDACTED]  
Subject: Re: Visual Assessment

Hi Meredith

Sorry for the delay, I have to reach out for help when I need access to the computer, there is only so much that can be done on the phone.

I hope you appreciate that although you receive a fair compensation for your time and trouble, other people have to carve out time from their daily life and commitments to deal with all things wind farm. I don't like pushing my friends who are volunteering their time and skills..

However, it is now done, please see the PDF document attached.

Kind regards  
Zuzana.

30.10.21

To Meredith Anderson  
Development Manager, Asset Development  
Via email to [REDACTED]

Hi Meredith

Yes I have a lot of questions, most are still not answered despite being repeatedly asked.

Firstly, here is the analysis of the photomontages.

The Northern direction:

Turbines 68, 67, 66 and 65 are hiding behind assessor's ute and two trees. If he took a few steps to the West and stood in the middle of the actual house site, some of those turbines would be visible. These turbines would be most commonly viewed from the driveway leading up to the house from the front gate, and the western side of the house where the driveway terminates and most of the yard activity takes place. From those locations all four turbines would be in full view. From the eastern side of the house yard: two sickly trees, damaged by the recent snowfall and preceding drought can not provide a reliable screening for the next 20-25 years. A next weather event can take them out altogether.

By going further east from the house site, the assessor effectively "hid" behind the vegetation to screen the turbines. Clever, but dishonest.

Turbines 58, 59, 60, 61, 62, 63 and 64 are dominating the landscape and impacting on my views of the mountain vista to the North.

The Southern direction:

Again, a clump of turbines was hidden behind one ageing tree with a thinning top. And again, if the assessor was to stand in the middle of the house site, or on the western side of it, the view would be different.

One tree can not provide any protection as trees are not permanent features of the landscape, nor do individual trees provide any screening from other points on the property. I am unlikely to stand in one spot for the next 20 years.

Turbines 57, 56 and 55 are incredibly imposing, as you always knew they will be, you acknowledged the impacts on my proposed dwelling in your email.

Yet they are still there.

Why?

To intimidate? To pressure me into selling my property?

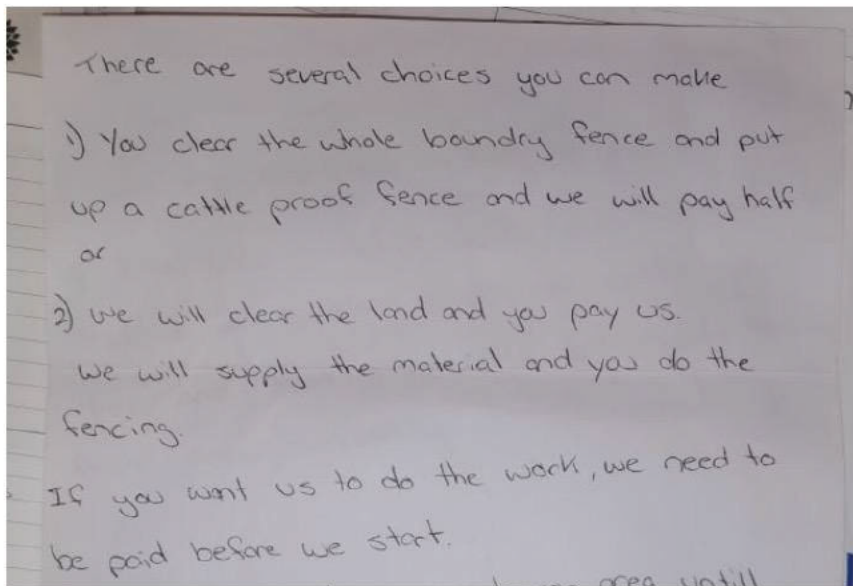
If you know they are highly impactful, why not remove them voluntarily to demonstrate some good will?

The statement "existing vegetation will screen views to the O & M Facility located approximately 570 meters to the South of DAD\_01" presents a problem, because the above mentioned vegetation will not remain there.

You might not be aware but there is an agreement between my neighbour Jim Robinson and myself, to relocate the existing fence line onto the surveyed boundary.

In the letter I received from Jim he states that he has no objections to moving the fence line and he already had the boundary surveyed. He outlined possible options about splitting the cost of the works.

**The vegetation upon which you rely for the screening of the O&M facility, will be exactly the vegetation removed for the construction of the new fence line.**



Based on the analysis of the visual assessment from the new house site, I ask that the following turbines are removed:

50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67 68.

I am not sure how any of these turbines would affect the existing house on lot 46 since no visual assessment was done. According to the wireframe that was included in the EIS, turbines from 60 to 70 might present a problem, therefore I request the removal of the turbines 69 and 70 as well.

Noise assessment for both houses? Shadow flicker and blade glint? Night lighting? Blade and Ice throw?

Traffic assessment around my corner? That's another question that has been completely ignored.

Kind regards

Zuzana Savage

[REDACTED]  
Hanging Rock, NSW 2340

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On Mon, 1 Nov 2021 at 10:20, [REDACTED] wrote:

Hi Zuzana,

Thank you for taking the time to take a look at the proposed montage of your proposed dwelling.

I apologise for the emails, however wanted to make sure that you were assured that we were interested to hear your feedback and address questions that you had. I apologise if you felt pressured to push your friends to assist you.

Melbourne has a long weekend this weekend, so I will endeavour to get a response to you by the end of this week in relation to your questions.

Thank you for taking the time to have a look at the documentation and providing your feedback.

Would you prefer us to respond via email? We are also happy to touch base via phone if that suits.

Kind Regards  
Meredith

Meredith Anderson  
Development Manager, Asset Development

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From: Zuzana Savage [REDACTED]  
Sent: Friday, 5 November 2021 10:38 AM  
To: ANDERSON Meredith (ENGIE in Australia) [REDACTED]  
Cc: Anthony Ko [REDACTED]  
Subject: Re: Re: Visual Assessment

Hi Meredith

Apologies are nice but actually addressing the questions would be far more helpful. **It has been 3 years of this nightmare and the neighbours of the project are treated like second class citizens. 5 turbines were recently removed out of consideration for the environment, many more were previously removed due to technical challenges, yet not a single turbine has been removed from the project out of consideration for the neighbours.**

**We get the message loud and clear - people don't matter, profit is more important.**

No amount of apologies will ever make up for that. My neighbours that I speak with feel the same. Emails are a chore but I prefer all communication in writing.

Kind regards  
Zuzana

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From: [REDACTED]  
Date: Fri, 5 Nov 2021 at 10:44  
Subject: RE: Re: Re: Visual Assessment  
To: [REDACTED]

Thanks Zuzana,

Your sentiments noted. We are endeavouring to get a response to your questions.



On another note, I am planning a trip to Nundle on the 15<sup>th</sup> November. I would welcome the opportunity to meet with you. If you would be happy to meet with me would you be available on Monday afternoon the 15<sup>th</sup> November or Tuesday morning 16<sup>th</sup> November?

Kind Regards  
Meredith

Meredith Anderson  
Development Manager, Asset Development

[REDACTED]

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From: ANDERSON Meredith (ENGIE in Australia)  
Sent: Tuesday, 14 December 2021 7:23 AM  
To: [REDACTED]  
Subject: Zuzana Savage offer

Hi Zuzana,

Thank you for your engagement with the project so far. I also thank you for meeting with our landscape and visual consultant on your property.

As we are in the process of finalising submissions we have assessed your response to the updated landscape and visual impact assessment on your proposed dwelling.

I note in response to your pdf dated 30<sup>th</sup> October 2021:

**The Northern direction:**

- We are reliant on the Project's independent landscape and visual assessment specialist, Moir to prepare photo montages in accordance with the *Wind Energy: Visual Assessment Bulletin (DPE, 2016)*. LINK: <https://www.planning.nsw.gov.au/-/media/Files/DPE/Bulletins-and-Community-Updates/wind-energy-visual-assessment-bulletin-2016-12.pdf>. In Section 9 of the LVIA Report provided in the EIS, Moir provides the methodology they have used to create Photomontages and Wire Frame Diagrams. The assessment is to be conducted from the dwelling location in accordance with the Bulletin, not from all parts of the property such as front gates and driveways. The Bulletin acknowledges the assessment of existing vegetation screening which could reduce visual impacts of the project. This is why Moir have included this in their assessment. Despite the potential for vegetation screening the assessment has still concluded the potential for high visual impact.

**The Southern direction:**

- There is no intention to intimidate or pressure you into selling your property by presenting the proposed project layout. ENGIE's only focus is to continue development of a viable wind farm project while addressing as many concerns from neighbouring residents as possible.
- The proposed turbine layout has been provided to you since the original consultation period during December 2017 to December 2019. At that time the proposed layout was for more turbines than what is proposed now. The layout shown in your latest visual montage has seen a **reduction** of turbines since then. This layout has been proposed since well before the Project became aware of your proposed dwelling via a CDC in November 2020.

...the only **reduction** at Hanging Rock end was the removal of turbines from mum's own land. Also the Project was aware of the proposed dwelling when mum's DA was lodged in August 2018 and prior the Project's lodgement in November 2018..

#### **Fenceline:**

- We note that the boundary fence issue is a private matter for yourself and the Robinson's. However, shown below is an image of the proposed O&M location, boundary location, and the proposed dwelling coordinates from the CDC. It appears that you would need to remove very few trees to enable the installation of the new
- cattle proof fencing along this boundary, and thus the O&M location would remain effectively screened.

...no, it wouldn't. This image shows exactly the opposite, the view is right through the sparse patch of trees, most of which will be gone. I said before in my submission, the trees are tall and canopies are high. You can see right between the trunks even before any fence work is done...



**Noise/ Shadow Flicker/ blade glint/ night lighting/ ice throw and traffic:**

\_DPIE determines the environmental and technical assessments that we must complete as part of the development application process for the project. The details of all of these assessments are provided in the EIS, and are being updated as required to be available with the Response to Submissions due in early January 2022.

Whilst we appreciate that you need some time to assess our responses, we wanted to send an offer to you in relation to the opportunity to purchase your property. We are sending this offer to purchase your property for an above market rate, if living near the project is not a scenario you can envisage.

Should the project proceed into construction we are prepared to offer you the following terms to purchase your property:

**The Offer**



### Option to Purchase:

We respect that you may prefer not to stay on the ridge if the wind turbines are built on neighbouring land. While we accept it is not your preferred outcome, we are prepared to purchase your property if you wish to move away. We would give you plenty of notice so that you do not have to sell immediately. Indeed, if the project does not go ahead for some reason, you will not have to sell at all. We would only purchase the property **if the project proceeds to construction. We will know within three (3) years provided we receive approvals according to plan.** If this offer is of interest, we would prepare an option to purchase for your lawyer for review. It would include an annual option fee.

..are they saying they are not sure they are going to build the wind farm?

The option to purchase your property would include the following key commercial terms:

- Option period of three years, that may be extended or converted into a neighbour agreement.
- Option fee of \$20,000 per year during the option term, that may move into the period of 3 years within construction if a decision has not been made to sell the property.
- Purchase price of \$1,200,000.
- A one off payment of \$30, 000 to assist with relocation fees to move from your property.
- Hills of Gold Wind Farm Pty Ltd to pay legal fees up to \$5,000 upon receipt of an invoice in finalising the option agreement.
- Standard confidentiality and exclusivity provisions; and
- Standard form land sale contract

...they never made any offers to purchase the property, they made offers of long term OPTIONS, in this case, the option **convertible** to a Neighbour Agreement. Not that my mother would sell anyway, but the deception is disgusting..

Glen Rai's current **unimproved** land value is \$1,310,000. Lucky she wouldn't even consider being locked into these "options".

### Timeframe for Proceeding

We have reached a stage in the project's planning where we are seeking approval on a final layout of turbines.

To maintain our project timelines and submit to the Department of Planning an application consistent with the guidelines mentioned above, we seek feedback on your preferred course of action by January 30 2022.

We are prepared to offer to pay your legal costs (upon the provision of an invoice) in assessing the offer above to a limit of \$1,500.

I would be happy to discuss the above with you in person, via phone or email if required.

It would be appreciated if you could keep the commercial terms raised above confidential other than to be discussed with your legal representation.

...so apparently she wasn't even permitted to share it with her family. Good thing she never signed any confidentiality agreements..

We look forward to hearing from you.

Yours sincerely,  
Meredith

Meredith Anderson  
Development Manager, Asset Development



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## 2022

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From: Zuzana Savage [REDACTED]  
Subject: HOG wind farm  
Date: 3 February 2022 at 12:12:38 pm AEDT  
To: Anthony Ko [REDACTED]

Hi Anthony

I became aware of some misleading information peddled by Engie in the amended documents they have recently submitted.

I disagree with the following statement in relation to my approved DA for a house on Lot 47: "DAD1 has not been constructed and there is no current indication that it will be constructed (which would require the demolition of the landowner's existing dwelling)."

They said that this information was derived from the Development Consent they have obtained. But then, in the visual assessment for the approved dwelling location on lot 47, they said that the Development Consent was not available to them and therefore they couldn't tell which way the house was oriented. Well, did they obtain it or didn't they?

If they obtained it, they would have known that it does NOT require the demolition of my existing house. My property consists of two lots, lot 46 with the existing house (old soldiers settlement) and lot 47 which always had its own dwelling entitlement.

If they didn't obtain it and needed it for the visual assessment, why didn't they ask?? I could have given them the whole folder. I was there that day when the assessment was being done.

It's unprofessional for the sound consultant Sonus to make guesses and assumptions whether my house will be constructed or not, but I can assure the DPIE that I have not gone through a three year battle to have this house approved and then not construct it. At present I am looking after a frail elderly relative and it would be impossible to begin construction work while I am literally attached to a bed of a sick person.

Once the new house on lot 47 is constructed, I may sell lot 46 with the old house to supplement my retirement. The preservation of access to lot 46 via the Crown road that runs along the ridge is very important, that Crown road is the LEGAL access to both lots. It seems to me that Engie have a different idea for that Crown road, they intend to lock it up and make it a part of the wind farm. I hope this would not be allowed.

Engie is also trying to imply that initially I was participating in the wind farm. This is not the case. **Because I have agreed to review the contract, it doesn't mean that I was at peace with this proposal at any stage. If anything, seeing the contract and its conditions helped me to understand the magnitude of the pending disaster and gave me the strength to resist this proposal despite the pressure and bullying.**

Engie have pointed out that I have a large property and could have chosen a different site. They don't seem to understand that after living with a 3 km long driveway, accessible by 4x4 only, for 21 years, I would like to be closer to the front gate for a change. I am not getting any younger and cutting trees off a driveway after a windy day or snow is hard work. I would like to remind them that the chosen house site is the THIRD location, because of the war they waged against me, I had to change the location a few times, and in that process to sacrifice THE MOST SPECTACULAR VIEWS a house site could have. If they are not happy with the resulting location, I am more than happy to have the first location back, the one I really wanted and they fought so hard against.

Another big, ugly, noisy issue is the proposed construction site or "compound" which is located between turbines 55 and 56 and only 550 meters from my new house. From that distance I will be able to hear people talking, not to mention the rest of the machinery noise and rock crushing!! The trees that are shielding the view to the compound location at a moment will unfortunately be lost. I am not a fan of clearing, and my property has more trees on it now as compared to how it was 21 years ago when I bought it, but due to the boundary dispute with my neighbour, we'll have to put the fence back on the boundary and a 30 meter clear corridor is required for effective fence. This corridor will remove all trees with only a few individual trunks left standing. I will see straight through to the construction site. But without the clearing, I would be constantly cutting fallen trees and branches of the fence and I doubt that Engie personnel will volunteer for the job. I run bison and they are escape opportunists the minute there is a tree on the fence, and it takes many days of hard work to get them back. Here is the question: would I be allowed to access the wind farm site if my bison have escaped? Can I ride my horse over the project site looking for them?

I really don't see the wind farm as a suitable or friendly neighbour.

**And finally, I have NO intention of signing any neighbours agreements or selling my property, ever. This is my home and I have everything here that I want: cool climate, basalt soil, good rainfall, peace and quiet, ultimate privacy, clean air and water, beautiful views and soaring eagles. I'd like it to stay that way. These are my values, not the money.** People who don't value money can't be bought.

There are not many places left like this one and there will be even less when wind farms come up everywhere. There will be nowhere left to hide.

I really, really need this project stopped and not left hanging over our heads. It will never be built, it's not commercial. The worst that could happen is if it's partially approved and then on sold again and again. We all would like to put it behind us and get on with our lives.

Thank you.

Zu.

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From: [REDACTED]



Date: Mon, 28 Feb 2022 at 17:47  
Subject: RE: Zuzana Savage offer  
To: [REDACTED]  
Hi Zuzana,

I hope you are well. I just wanted to check in to see if you had any further questions regarding the below [the offer previously made on 14.12.2021]. I would be happy to meet up in person or have any further correspondence via email.

Kind Regards  
Meredith

Meredith Anderson  
Development Manager, Asset Development

[REDACTED]

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Mum didn't bother to reply. There were no further emails..