

6 September 2024



Mr Kendall Clydsdale  
Principal Case Manager  
Office of the Independent Planning Commission NSW

By email: [REDACTED]

Dear Kendall

**Response to issues raised at Spicers Creek Wind Farm public meeting 29 August 2024 – presentation by [REDACTED]**

As noted at the Public Meeting on Thursday 29 August 2024, we would like to take the opportunity to respond to some of the issues raised by [REDACTED] in her presentation to the Commissioners, including:

1. Extent and timing of engagement with the [REDACTED] family.
2. Confidentiality of agreements.
3. Neighbour agreements - intent and level of detail/length.

**1. Engagement**

- The Spicers Creek Wind Farm (SCWF) team first engaged with the [REDACTED] family about the project on 4 March 2020, not February 2023.
- Following a discussion about the project which was in the early stages of constraint investigations and design, the [REDACTED] family indicated they were not interested in hosting turbines or being involved in the Project.
- We took this feedback on board and ensured that all project layouts included a 4km buffer around the [REDACTED] family residences – SR009 and SR014.
- Engagement since 2020 has included:-
  - 25 emails
  - 11 phone discussions
  - 4 text messages
  - 7 voicemails

- 2 in person meetings at residence SR009.
- 1 visit to the residence to take 360 degree photos for preparation of a visual representation.
- Representatives from Moir, the technical specialists that undertook the Landscape and Visual Impact Assessment for SCWF, visited [REDACTED] residence on two occasions, 17 August 2022 and 15 March 2023 (the second at the specific request of [REDACTED]) to take photographs to prepare a photomontage for the residence.
- We encouraged the [REDACTED] family to seek legal advice, at Squadron Energy's cost.
- A genuine effort was made to understand and address the concerns of the [REDACTED] family. No solutions were offered in return.

## **2. Confidentiality**

- The SCWF team has actively encouraged landowners to talk with each other about the project and whether or not they are 'associated' with the project (ie. have signed an agreement).
- Associated and non-associated residences are included in EIS and Submissions Report (using a reference and not disclosing any personal information), which is publicly available on the Major Projects Portal.
- Agreements include personal and commercially sensitive information for both parties, so confidentiality clauses are included to protect that information from being disclosed to third parties.

## **3. Neighbour Agreements**

- Agreements with SCWF are entered into voluntarily – there are no compulsory acquisition rights afforded to private developers.
- Squadron Energy's neighbour agreements are industry standard and do not limit a landowner from raising concerns about breaches of approvals or surrendering any rights in the event of non-compliance with regulatory approvals.
- Neighbour Agreements do contain clauses that limit a landowner from objecting to a project and the impacts the landowner has agreed to accept, but only to the extent that the developer complies with regulatory approvals.
- Neighbour Agreements are private commercial agreements. They are mutually agreed and provide an opportunity to identify, communicate, manage and mitigate impacts on neighbouring land, and for neighbours to share in the financial benefit of the project.

- Squadron Energy enters into neighbour agreements for the life of our projects and pays neighbours annually, subject to CPI, for the project term (30 years) for the development, construction, operation and decommissioning phases.
- It is necessary to work closely with a neighbour to ensure that both parties are protected, and each agreement is tailored to the relevant nature, extent and duration of possible impacts and this can mean a detailed agreement.
- We encourage neighbours to obtain their own independent legal advice before signing any agreement, at Squadron Energy's expense.
- As a party to the agreement, it is common practice for us (including our legal team) to engage directly with landowner's lawyers to understand and address potential impacts and each neighbour's concerns. This has been the case for the 29 Neighbour Agreements executed for SCWF.

Regarding the Neighbour Agreement discussions with the [REDACTED] family:

- We began discussions regarding a Neighbour Agreement with the [REDACTED] family on 6 February 2023.
- We explored several options, but the [REDACTED] opted to maintain the ability to object to the project, so discussions ultimately ceased and the Neighbour Agreement was abandoned.
- We offered an initial Neighbour Agreement for residence SR009 of \$5,000 pa, based on the standard formula used to calculate all the Neighbour Agreements for the project.
- We understand that every property is different and our approach is to recognise each unique situation and work with individuals to find the best solution which is commensurate to the impact.
- To this end, the Neighbour Agreement was increased to \$10,000 pa, due to the difficulties of vegetative screening at the location.
- We also offered to pay to modify the alfresco area of the residence, pending the provision of quotes. No quotes or further details have been received.
- We also offered an additional payment for residence SR014.

Residence SR009 is one of the three residences ranked as a moderate visual impact rating in zone 2 (between 3.4 and 5km from the project) in the SCWF Landscape and Visual Impact Assessment.



In accordance with clause B1 of the Recommended Conditions of Consent, Squadron Energy will, if requested, work with the [REDACTED] family on reasonable and feasible mitigation measures aimed at reducing the visibility of the wind turbines from the residence and its curtilage, commensurate with the level of visual impact on the residence.

We would be pleased to provide any further information the Commissioners require.

Yours faithfully

[REDACTED]

Trish McDonald  
Acting Head of Project Development