#### **NAD-12**

Visual Impact on NAD-12

Neighbour "benefit sharing"
Morrisons Gap Road upgrades

· Crawney "access" route

Hello everybody. My name is Peter Hooper. Together with my wife I have owned NAD-12 since 1973.

Several issues with this project directly affect me:

- Visual Impact on NAD-12
- Neighbour "benefit" sharing
- Morrisons Gap Rd upgrades
- Crawney access

#### NAD-12

How close is too close? T69 is just 1.38km from my residence.

## **SLIDE TWO**

Apparently existing screening can be a mitigating factor to locate turbines much closer than the 3km guideline. How FORTUNATE for the Applicant, how BAD for me! So the Applicant achieves the BENEFIT of compliance by relying on my asset on my land. The Applicant has use of my vegetation screening for visual impact compliance - without my consent or agreement. Seven turbines - 64 to 70 - are under under 3 kms from my residence. T69 is just 1.38 kms away - that is far too close, irrespective of any screening, and certainly not fair and reasonable without a neighbour benefit or impact agreement.

NAD-12

Applicant or landowner responsible to maintain existing screening?

# SLIDE THREE

I am concerned the Applicant may have conditions of control over native vegetation screening on my property. I am also concerned that there will be a burden and impost to maintain that screening - together with unforeseeable other constraints and impacts, thereby limiting future uses within my property.

NAD-12 Screening removal for bushfire protection? Storm, wind, snow and fire damage?

# **SLIDE FOUR**

The Applicant's use of my vegetation screening seriously limits my bushfire control methods. During the recent volatile bushfire period I had to consider the likely need to remove extensive vegetation. In fact both my neighbours had vegetation close to their residence bulldozed for fire protection JUST 3 YEARS AGO.

Benefit sharing?

Benefits or Compensation?
Before or after Approval?
Retrospective agreements for 5 years after construction

## **SLIDE FIVE**

Instead of "benefit sharing" my dilemma is better considered as COMPENSATION or payment for IMPACT, - as outlined in the draft Private Agreement Guidelines currently issued by the Department of Planning. How can I agree to a plan based on proposed turbines with no clarification of further impacts on my property? Hence I ask the Commissioners to consider retrospective agreements to be negotiated at any time during the life of the project. Two neighbour agreements - presented to me by the Applicant in 2020 and 2021 - were dismissed following extensive and thorough legal advice.

#### SLIDE SIX

Why only 35% for Crawney? There's no detail on how the Crawney access will actually work or whether it's actually constructable. It seems Crawney is only a corridor for blades - not a workable road as such. This project fails to have a proper access for OSOM vehicles.



65/35?

Is Crawney access

workable or only for transport of blades?

## SLIDE SEVEN

The upgrade to the corner at NAD-12 is unresolved since the Applicant's massive retaining walls and road widening for this corner were rejected by Tamworth Council. It is just not possible for OSOM vehicles to pass this corner without significant removal of native vegetation and road widening. I fear for the outcome of the Morrisons Gap Rd upgrade. The ambiguous wording in the draft Conditions of Consent provide absolutely no clarity that the native vegetation in the road corridor will be protected.

- My screening which assists compliance for T64 to T70 should be included in a neighbour impact agreement available for the life of the project.
- Or remove these 7 turbines from the project!
- To preserve its unique character Morrisons Gap Rd should be for light traffic access only.
- At Crawney, the western access should be a workable road for all construction traffic, as 40 of the 47 turbines and substantial infrastructure, are located at the Crawney end of the project.

Thank you. I welcome any questions.