

Submission to the Valley of the Winds
Wind Farm (SSD-10461) - NSW
Independent Planning Commission (IPC)

From: Amber Pedersen, Burrendong SOS
Representative and Co-Secretary of CWO
REZist Inc.

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Non-Compliance with EP&A Act in Use of 2024 Visual Technical Supplement in the Department's Assessment Report

The Department's Valley of the Winds Wind Farm (VoW WF) Assessment Report states that they used the 2024 *Wind Energy Visual Technical Supplement* to assess visual magnitude, despite the EP&A Act's SEARS requirements and the NSW Renewable Energy Planning Framework – Transitional Arrangements confirming the 2016 *Visual Assessment Bulletin (VAB, 2016)* is the legally required assessment standard.

The Department's Assessment Report, Page 7 states: *"No.22 While the new Energy Policy Framework does not strictly apply to this project, the Department has considered the approach prescribed in the Wind Energy Visual Technical Supplement (2024) in regard to visual magnitude in its assessment of the project against the visual performance objectives set out in the existing Wind Energy: Visual Assessment Bulletin from the 2016 Guideline."*

This also conflicts with the NSW Renewable Energy Planning Framework - Transitional Arrangements (Page 2) that states that the new framework applies to all projects immediately unless:

- SEARS were issued before 12 November 2024 (N/A—VoW WF SEARS issued 9/2020).
- The EIS was lodged before 12 November 2024 (N/A—VoW WF EIS dated 28/4/22).

The 2024 Supplement also wasn't available during exhibition of the project, denying public input.

As such, the assessment must be redone using the VAB, 2016 to meet legal obligations and ensure transparency.

And any suggestion by the Department at the IPC meeting on 10/4/25 that the 2024 Wind Energy Visual Technical Supplement was not used in its Assessment is false and misleading – this is clearly stated in black and white on page 7 of the Department's Assessment report.

Inadequate Visual Screening Provisions for Non-Associated Dwellings Beyond 4.95 km – Visual screening should be provided out to a minimum of 12km

No visual screening is offered beyond 4.95 km for this project which is completely inadequate.

Evidence from the Sullivan et al. (2012) study—cited in the 2016 Bulletin—found that 120m high turbines, that is, **HALF the height of the proposed 250m high turbines** triggered a classification (6) – that is -'**Maximum Visual Impact**' at a distance of **6.4km away and up to a distance of 9.7km**.

Extract from Sullivan et al. (2012):

Summary of Observations with Visibility Rating of "6"

Maximum observed distance: 6.4 km (4.0 mi)


Minimum observed distance: 0.8 km (0.5 mi)

A visibility rating of "6" describes facilities that are a major focus of visual attention, but also of such large size that they occupy much of the observer's field of view and cannot be "taken in" in one view; i.e., the observer's head must be turned significantly to see the entire facility in focus. In these situations, the wind facility is a commanding visual presence that may completely fill or exceed the visible horizon in the direction of view. This rating level is ultimately dependent on the size of the facility in view, and thus is context-specific, but is useful as an indicator of likely perceived impact, as a rating of "6" would almost always correspond to a major visual impact. In this study, the maximum distance at which facilities received an average visibility rating of "6" was 6.4 km (4.0 mi), with several observations receiving ratings of "6" by some observers up to distances of 9.7 km (6.0 mi).

The VAB, 2016, Table 2 also states: *"the blue and black line are not determinative of acceptability. Instead, they provide a basis for the assessment to be undertaken"*.

In fact, Table 6 confirms that visual impacts can reach over 32km away.

Table 6. Visibility distance zones ¹⁴

Distance of view	Distance zone	Relative Visual Magnitude and Influence
0 – 500 m	Near Foreground (NF)	Zone of Greatest Visual Influence
500 m – 1 km	Mid Foreground (MF)	
1 – 2 km	Far Foreground (FF)	
2 – 4 km	Near Middleground (NM)	
4 – 8 km	Far Middleground (FM)	
8 – 12 km	Near Background (NB)	
12 – 20 km	Mid Background (MB)	
20 – 32+ km	Far Background (FB)	Zone of Least Visual Influence

¹⁴ Based on visibility research conducted by Sullivan et. al. (2012), Bishop (2002), Shang and Bishop (1999) and others.

Residents forced to live in Renewable Energy Zone aka a "modern-day power station" as aptly described by EnergyCo, deserve fair mitigation for cumulative visual impacts out to at least a minimum of 12 kilometres.

Cumulative Visual Impacts

The Department's Assessment report page (iii) states: *"The Department is satisfied that the project would not fundamentally change the broader landscape characteristics of the area or result in any significant visual impacts on the surrounding non-associated residences"*.

This is disingenuous and dismissive of the real cumulative visual impacts on local residence and the landscape.

This statement does not align with the recognised visual impacts of turbines on landscape values as outlined in the VAB, 2016.

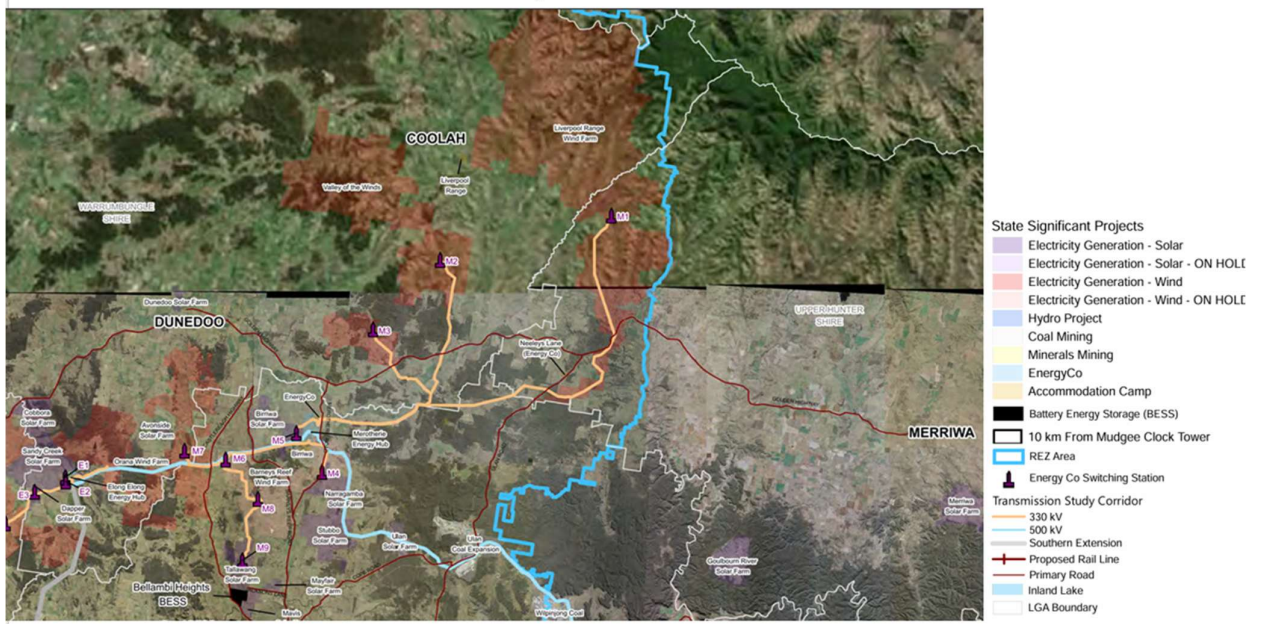
This statement also directly contradicts EnergyCo's own assessment in the Central-West Orana REZ Transmission Environmental Impact Statement (EIS), which states: *"This project and the Valley of the Winds windfarm would introduce energy and electricity infrastructure, access tracks and upgraded roads into a landscape where there is currently limited built development and a prevailing undulating rural landscape character. This infrastructure would change the landscape character to one where the presence of energy and electricity infrastructure is more frequently encountered and prominent, resulting in cumulative landscape character impact."*

If approved, Coolah will be surrounded by 316 turbines across two wind farms within 5km.

The VoW Assessment Report Page 15 notes: *"6.4 Visual. 140 Approximately 70% of public submissions objecting to the project raised concerns about visual impacts, particularly regarding the size and scale of the wind farm, impact on the character of the landscape, and the cumulative impacts with other wind farms in the area."* Also in direct conflict with the Department's statement on Page (iii) outlined above.

Working farming families will be forced to see these industrial-scale turbines across their entire properties—not just from their homes—yet visual mitigation is limited to the residential curtilage and potentially only to screen a turbine viewed within 4.95km of a residence. If approved without fair compensation, these turbines will become a daily reminder to the community of how they've been failed by Government and treated as second-class citizens. How is it that offshore REZs require a 20km setback, while residents in the Central-West Orana REZ are expected to live just 2km—or even less—from 250m high turbines dominating ridgelines above their homes?

The Department's claim that the project is "consistent with being in a REZ" does **not** justify ignoring cumulative visual impacts. The REZ boundary was established in 2020 without notification, consultation, or consent—contrary to legislative requirements. Even EnergyCo has acknowledged that residents will be living in a "modern-day power station." Being inside a REZ does not exempt proper assessment or mitigation of these serious landscape and visual impacts. Landowners deserve fair visual screening out to 12km to address the reality of being surrounded by industrial-scale infrastructure and in attempt to attain some level of "social licence" with the community



6.0 Preliminary Assessment Tools

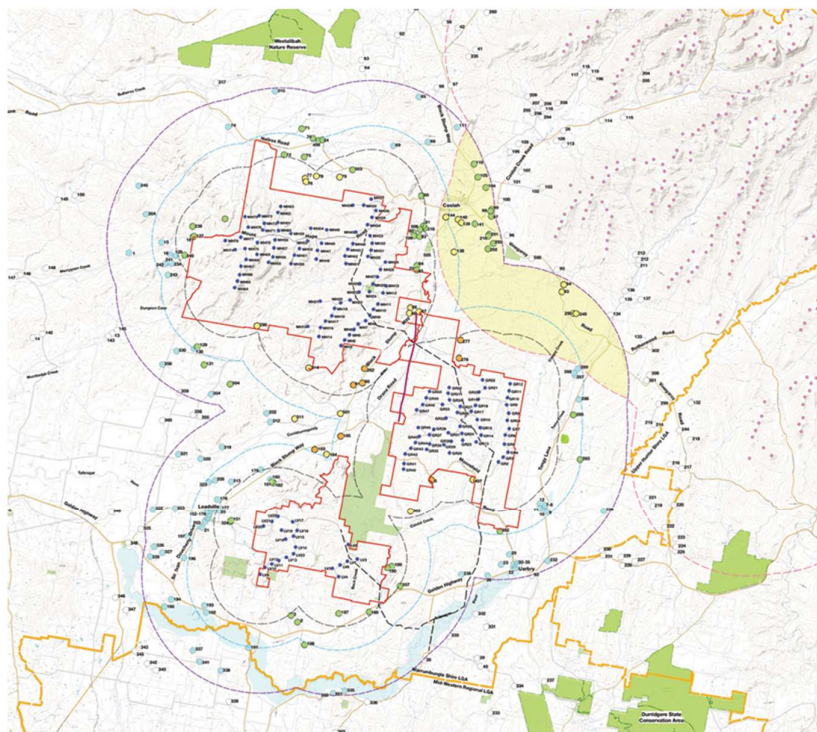


Figure 12 Preliminary Assessment Tool 2: Multiple Wind Turbine (Map Source: Six Maps)

Request update to Condition of Consent – B1 Visual Impact Mitigation

We propose several changes to Condition B1 Visual Impact Mitigation summarised as follows:

- Extend the request period to 5 years post-construction.
- Expand eligibility from 5 to 12 kilometres.
- Ensure the condition of consent applies to the current Valley of the Winds Wind Farm project Owner (this may not be the current project Applicant).
- Add visual mitigation options like earth mounding and structures like sheds or tanks.
- Aim to remove visibility, not just reduce it.
- Require **installation of established trees**, so residents aren't waiting 20 years for visual relief.
- Require dwelling specific **Bushfire Risk Assessment Reports** for proposed vegetation screening—at the developer's cost.

Example amendments to the B1 Visual Impact Mitigation Clause are outlined in red:

*B1 For a period of 5 years from the commencement of construction **and 5 years after completion of construction of the wind turbines**, the owner of any ~~non-associated~~ residence within ~~4.95 km~~ **12km** of any wind turbine **and ancillary development** identified in the Final Layout Plan may ask the ~~Applicant~~ **Valley of the Winds Wind Farm Project Owner (the Applicant)** to implement visual impact mitigation measures on their land to minimise the visual impacts of the development on their residence (including its curtilage). Upon receiving such a written request from the owner of these residences, the Applicant must implement appropriate mitigation measures (such as landscaping, tree planting, vegetation screening, **earth mounding and building works (such as sheds and water tanks)**) in consultation with the owner.*

The mitigation measures must:

- be reasonable and feasible;*
- be aimed at **removing** ~~reducing~~ the visibility of the wind turbines from the residence and its curtilage **within 6 months of installation (likely to require mature tree planting and/or other visual mitigation measures)** ~~and commensurate with the level of visual impact on the residence;~~*
- consider bushfire risk. **Prior to the installation of any vegetation screening, a Bushfire Risk Assessment Report must be prepared by a suitably qualified professional, at the cost of the Applicant. The report must assess the bushfire risks associated with the proposed vegetation screening, tree planting, landscaping and other visual mitigation measures for the non-associated residence and demonstrate compliance with the requirements of Planning for Bushfire Protection 2019 (or the most current version), ensuring visual mitigation measure do not impact the safety of a residences Asset Protection Zone (APZ). A copy of the Bushfire Risk Assessment Report must be provided to the non-associated landowner prior to commencement of any works related to visual mitigation measures.***
- be implemented within ~~12~~ **6** months of receiving the written request, unless the Planning Secretary agrees otherwise.*
- Be appropriately maintained by the Applicant, subject to agreement with the owner. (Note this is generally in accordance with Bowmans Creek Wind Farm condition of consent)***

If the Applicant and the owner cannot agree on the measures to be implemented, or there is a dispute about the implementation of these measures, then either party may refer the matter to the Planning Secretary for resolution.

If visual impact mitigation measures are not feasible due to bushfire risk, topography, or other constraints — or if, in the view of a non-associated landowner, screening would unreasonably impact the (pre-project construction) landscape character quality of views from their residences at its curtilage — Condition X: Non-Associated Landowner Visual Impact Compensation Program will apply.

Request Condition of Consent – Visual Impact Compensation for Non-Associated Landowners

Example Condition of Consent – Visual Impact Compensation for Non-Associate Landowners:

*For residences located up to 12 kilometres from the project site, where visual screening is not feasible or achievable due to bushfire risk, topography, or other physical or environmental constraints, or where screening would significantly impact pre-construction views of valued landscape character from a non-associated landowner’s residence and curtilage, the Applicant must establish and implement a **Visual Impact Compensation Program** within 12 months following the completion of construction. This program must:*

1. **Provide Annual Compensation**
Offer annual financial compensation to non-associated landowners within 12 km of the project where the visual presence of turbines demonstrably impacts views from their residence and curtilage toward the project.
2. **Be Independently and Transparently Administered**
Be administered by an independent body with transparent processes, including a right of review or appeal available to affected non-associated landowners. Paid for by the Applicant via the NSW Department of Planning.
3. **Reflect Loss of Land Value**
Provide compensation commensurate with the loss in land value, as determined by an independent property valuation selected by the landowner and funded by the Applicant.
4. **Back-Pay and Ongoing Payment Terms**
Include back-payments commencing from the start of construction and continue annually for the operational life of the wind farm until the project has been decommissioned, with payments indexed to inflation.
5. **Protect Landowner Rights**
Not require non-disclosure agreements and must not restrict participating landowners from lodging complaints or raising concerns over the life of the project.

Concerns Regarding Turbine Lighting and its Assessment

The Department’s Assessment Report states:

“ACEN’s Aviation Impact Assessment (AIA) concluded that no obstacle night lighting would be required for the project to maintain an acceptable level of safety to aircrafts. However, CASA advised

that the project is required to be obstacle lit and that 200 candela lighting would be appropriate considering the location of the project. ACEN prepared a lighting plan to accompany the Submission Report.”

It is misleading to suggest that lighting for 250-metre-high turbines was not anticipated from the outset. The requirement for obstacle lighting was foreseeable and should have been transparently addressed in the Environmental Impact Statement (EIS), when public comment was still open. Deferring this critical information until after the exhibition period effectively denied the community an opportunity to understand and respond to the full scope of visual and amenity impacts.

The Department also states:

“The visual impact assessment considered the worst-case views of the project during the day. The addition of lighting is unlikely to change the assessment rating.”

We respectfully disagree with this conclusion. Flashing red obstacle lights in previously dark-sky areas will significantly alter the night-time landscape character. This change will directly affect residents’ enjoyment of their homes and the broader rural amenity, including stargazing opportunities that are a cherished and defining feature of rural living.

Importantly, EnergyCo’s own assessment in the Central-West Orana REZ Transmission EIS (page 677) acknowledged this issue:

“The Valley of the Winds Wind Farm may require aviation obstacle lighting on the wind turbines, as well as low intensity night lighting at the switching stations, sub stations, control and operations and maintenance buildings of the wind farm... Together these projects would increase the lighting levels within parts of the Uarbry and Tongy undulating rural hills at night and result in potential cumulative landscape character impact.”

Request further public exhibition of lighting information:

Given the cumulative impacts and the community’s right to understand the full extent of change to their environment, we strongly assert that **further public exhibition of lighting information is essential**. This should include:

- Accurate photomontages from affected residences showing night-time lighting scenarios;
- A detailed lighting plan identifying how many lights are proposed, their intensity, and exact number and placement on each turbine; and
- An opportunity for meaningful community input before the project proceeds.

Without this, the assessment process cannot be considered complete or fair.

Request additional Condition of Consent: B3.1 Installation and operation of an Aircraft Detection Lighting System (ADLS) to minimise night-time impacts.

We request the inclusion of a condition of development consent requiring the installation and operation of an **Aircraft Detection Lighting System (ADLS)**, consistent with CASA's advice.

In *Appendix 5 – Night Lighting Plan, 25 May 2022 page 3* of the proponent's Response to Submissions, CASA advised:

"To minimise lighting impacts on local residents CASA would also recommend the installation of radar activated hazard lights."

This recommendation has not been incorporated into the Department's Assessment Report nor the recommended conditions of consent. ADLS is a proven technology that activates aviation lighting only when aircraft are detected in the vicinity, offering a **balanced solution** that ensures aviation safety while significantly **reducing cumulative light pollution** that would otherwise affect rural residents and local ecosystems.

Given the scale of this wind energy project, cumulative impacts on residents from their location in a REZ, the proposed turbine heights, and the community's concern about loss of rural night-time amenity, we believe an ADLS is a **reasonable and necessary mitigation**. This approach aligns with best practice internationally and should be mandated as part of the project's conditions of consent.

Proposed Condition of Consent – Aircraft Detection Lighting System (ADLS):

B3.1 – Aircraft Detection Lighting System (ADLS)

*The wind farm must be equipped with an Aircraft Detection Lighting System (ADLS), or equivalent approved technology, in accordance with Civil Aviation Safety Authority (CASA) guidance. The system must ensure that turbine aviation obstruction lighting operates **only** when aircraft are detected operating within a defined range of the project site.*

The ADLS must:

- 1. **Remain inactive** under normal conditions, with aviation lights illuminated only when aircraft are detected within the approved detection zone.*
- 2. **Be calibrated** to activate lighting in a timely and effective manner that maintains aviation safety while minimising unnecessary night-time lighting impacts.*
- 3. **Automatically extinguish** all lights simultaneously once aircraft have exited the defined detection zone.*
- 4. **Be maintained and operated** in accordance with manufacturer specifications and CASA guidelines, with regular maintenance to ensure reliability and performance.*

Prior to the commencement of construction, the Applicant must submit to the consent authority (or nominated regulator) for approval:

- *Final system specifications including detection range and operational parameters;*
- *Lighting coverage maps showing ADLS detection zones and turbine light activation;*
- *System maintenance and performance monitoring plan.*

No modification, deactivation, or substitution of the ADLS may occur without the prior written approval of the consent authority.

Request additional Condition of Consent: Protection of Landowner Rights and Lawful Land Use

We respectfully request the inclusion of a condition of development consent to ensure that **non-associated landowners retain their full legal rights** in relation to the wind farm, now and into the future.

No neighbour agreement, mitigation deed, or private arrangement should compel residents to:

- Waive their right to object to modifications or impacts;
- Refrain from lodging complaints or pursuing regulatory or legal redress;
- Stay silent about their experience of project impacts through confidentiality or non-disparagement clauses;
- Limit their lawful use of land, including farming, construction, access, or future development opportunities.

Mitigation measures and compensation must be genuinely voluntary and must not be conditional on residents **surrendering their ability to protect their amenity, property value, or rights under the law.**

Given that wind farm impacts may evolve over time—through operational changes, environmental shifts, or cumulative developments—it is critical that residents remain free to respond, participate, and seek redress without being bound by restrictive agreements designed to silence or constrain them.

The following requested condition is a matter of **basic procedural fairness and accountability** and is consistent with principles of transparency, community trust, social licence and regulatory integrity.

Proposed Condition of Consent – Protection of Landowner Rights and Use of Land:

B3.2 – Preservation of Landowner Rights and Lawful Land Use

The Applicant must ensure that no agreement, deed, or arrangement (including neighbour agreements or mitigation agreements) entered into with any non-associated landowner or resident shall:

1. *Require the landowner or resident to waive or forgo any current or future right to:*
 - *Object to, or lodge complaints regarding, the project or its associated infrastructure;*

- *Seek review, enforcement, or legal redress for any actual or perceived non-compliance, nuisance, or other impact arising from the project;*
- *Participate in public consultation, legal proceedings, or planning processes relating to the wind farm or its modification.*

2. *Contain any provision that:*

- *Limits the landowner's lawful use, enjoyment, or development of their land;*
- *Restricts access, farming operations, or future property improvements;*
- *Requires confidentiality, non-disparagement, or any clause that would prevent open communication with regulators, authorities, or the community.*

*All such agreements must be **voluntary, transparent, and non-restrictive**, and a standard form of any such agreement must be provided to the consent authority for review prior to execution.*

Add Condition of Consent: Property Value Guarantee

We strongly urge the inclusion of a **Property Value Guarantee Scheme** as a condition of development consent. There is **clear emerging evidence from the Central-West Orana Renewable Energy Zone (REZ)** that landowners have already lost property sales **solely due to the property's location within the REZ**, well before construction of wind or transmission infrastructure. This demonstrates that mere proximity to large-scale energy infrastructure development proposals can materially impact the marketability and value of rural properties.

For landowners located within 12 km of turbines, who are not associated with the project, this loss represents an uncompensated financial burden imposed by a development from which they receive no direct benefit to offset adverse impacts. A Property Value Guarantee Scheme is essential to address this inequity, support fair outcomes, and preserve the viability and liveability of regional communities and take steps towards attaining a social licence.

Proposed Condition of Consent – Property Value Guarantee:

B3.2 – Property Value Guarantee

The Applicant must establish and fund a Property Value Guarantee Scheme for all non-associated landowners located within 12 km of any turbine. The scheme must:

1. ***Compensate landowners*** for any demonstrated reduction in property value attributable to the presence or perception of the wind farm, based on independent, pre-project proposal - and post project construction property valuation reports commissioned by a valuer selected by the landowner and paid for by the Applicant.
2. ***Cover all reasonable valuation and transaction costs*** incurred in demonstrating the loss or undertaking a transfer of ownership under the scheme.
3. ***Guarantee a market buy-back*** of a property at its independently determined pre-construction market value, if the landowner is unable to sell due to the project's impacts. The buy-back must be completed within 12 months of a formal request from the landowner.
4. ***Ensure the scheme is independently administered and transparent***, with a public complaints and review process, and ***no requirement for landowners to sign non-disclosure agreements or waive future legal rights.***