

7 November 2018

The Secretary  
NSW Department of Planning & Environment  
GPO Box 39  
Sydney  
NSW 2001

### **Collector Wind Farm - Project reference MP10\_0156**

#### **Decommissioning - Condition A7 & Condition F2**

In response to the requirements of Conditions A7 and F2 of the Project Approval for the Collector Wind Farm, the following information has been prepared and submitted for review and acceptance by the Department of Planning and Environment (DoPE).

##### *Condition A7*

The requirement is that *“the Proponent shall provide written evidence to the satisfaction of the Secretary that the lease agreements with the site landowners have adequate provisions to require that decommissioning occurs in accordance with this Approval, and is the responsibility of the Proponent.”*

The Proponent has executed identical Agreements for Lease and Easement (AFLE) with each of the landowners involved with the project (noting that there are 11 agreements in total, with a number of separate companies owning the land). Under the AFLE, “the Owner has agreed to grant a right to lease and take easements over certain parts of the land to develop and operate the wind farm, on and subject to the terms of the Deed”. Schedule 6 of the AFLE incorporates the terms of the lease that have been agreed with the landowner, which will be executed with the landowner when the project is confirmed (under the mechanisms defined in the AFLE).

The agreed lease terms incorporate specific clauses in regards to actions and responsibilities at “Termination of Term / End of Lease”. In particular, Clause 18.3 defines the Proponent’s responsibility (as Lessee) for “Removal of Lessee’s Property” (ie decommissioning), as follows:

#### **18.3 Removal of Lessee's Property**

*Within 12 months after the expiry of the Term or sooner termination of this Lease, during which period the Lessee shall pay to the Lessor the Rent payable immediately prior to the expiry of the Term or sooner termination of this Lease (such Rent to be increased on the anniversary of the date of expiry of the Term or sooner termination of this Lease) and until such time as the Lessee’s obligations under this clause 18.3 has been satisfied the Lessee shall:*

- (a) *give back the Leased Area and the Easement Land (excluding the Wind Turbine Generators and the Electrical Plant and any other of the Lessee’s Property which shall remain the property of the Lessee) to the Lessor;*
- (b) *remove all signs and advertisements;*
- (c) *remove from the Land all permanent buildings, fences and other structures and Accessways constructed by the Lessee thereon (other than Permanent Foundations);*

- (d) *leave a minimum of 750mm of soil above the Permanent Foundations which the Lessee is not required pursuant to paragraph (c) to remove and grade and contour the surface consistent with surrounding areas;*
- (e) *fracture all concrete bases constructed by the Lessee to the extent reasonably practicable so as to allow the development and growth of vegetation;*
- (f) *reinstate the Land and the improvements thereon to the condition as at the Commencement Date, including making good any damage caused by the Lessee's Permitted Use, to the Lessor's reasonable satisfaction;*
- (g) *restore and revegetate the surface of the Land, to its condition as at the commencement of the Lease, including by sowing grass or pasture seed on the surface on those parts of the Land referred to in this clause in consultation with the Lessor and at all times to the Lessor's reasonable satisfaction;*
- (h) *repair any damage caused by the activities listed in this clause 18.3;*
- (i) *remove any access tracks or paths constructed by the Lessee across the Land that the Lessor asks the Lessee to remove (acting reasonably);*
- (j) *subject to paragraph (k), remove any underground cabling which the Lessor asks the Lessee to remove;*
- (k) *not be required to remove any underground cabling under any access tracks or paths which the Lessor has not asked the Lessee to remove;*
- (l) *remediate any degradation of the Land caused by the Lessee's use of the Land to the condition as at the Commencement Date, to the Lessor's reasonable satisfaction; and*
- (m) *otherwise in accordance with any Authorisation relating to the Wind Farm*

This obligation on the Proponent is guaranteed by a Lease Security commitment specified by Clause 33 of the lease agreement, whereby a defined cash reserve or bank guarantee (or similar) is set aside prior to full operations commencing. This Security can be called upon by the landowner(s) to undertake decommissioning of the project in the event that the Proponent fails to do so.

A copy of the lease terms, excluding confidential commercial terms, is attached to this submission to provide supporting information to the details above. We would appreciate if the DoPE would consider this attachment as commercially sensitive.

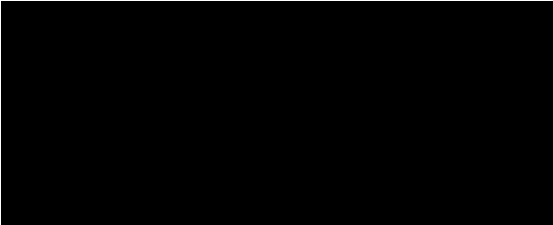
#### *Condition F2*

The condition requires that *"The Proponent shall update the **Decommissioning and Rehabilitation Plan**, to the satisfaction of the Secretary, every five years from the date of preparation, until decommissioning and rehabilitation is completed, and a copy of the updated versions are to be made publicly available."*

The original Plan was prepared in March 2012 as part of the Environmental Assessment prepared for the planning application for the project that was submitted to DoPE in July 2012. This Plan has been updated and is attached to this submission, and the Proponent looks forward to confirmation from the Secretary that it is satisfactory.

I welcome the opportunity to discuss the details around these conditions further, and am happy to provide any additional information that may be required.

Faithfully,



**Neil Weston**  
Development Manager  
RATCH-Australia Corporation Pty Ltd