Department of Planning, Housing and Infrastructure

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Private Agreement Guideline

November 2024

Guidance for State significant renewable energy development

Acknowledgement of Country

The Department of Planning, Housing and Infrastructure acknowledges that it stands on Aboriginal land. We acknowledge the Traditional Custodians of the land, and we show our respect for Elders past, present and emerging through thoughtful and collaborative approaches to our work, seeking to demonstrate our ongoing commitment to providing places in which Aboriginal people are included socially, culturally and economically.

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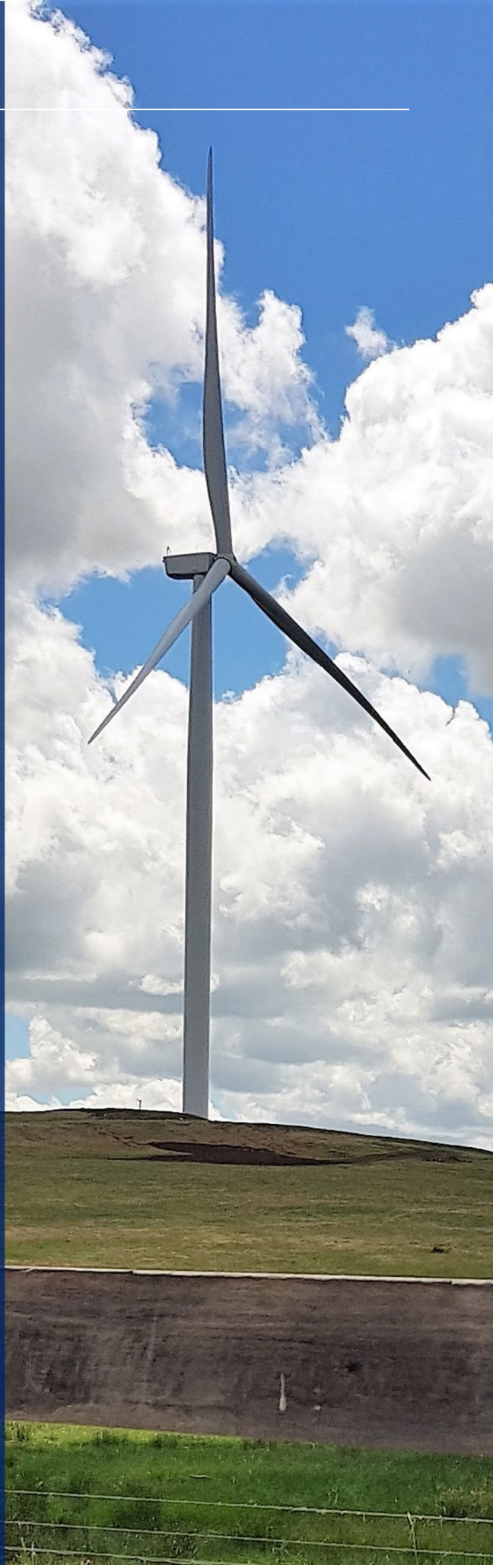
Cover – Squadron Energy

Glossary of terms

Term	Explanation
Applicant	A person seeking consent for a development application or modification application for a State significant development project under the *Environmental Planning and Assessment Act 1979,* or any person who seeks to carry out the development
Associated residence	A residence on privately owned land in respect of which the owner has reached an agreement with the applicant about the development and management of impacts
Consent authority	The authority responsible for granting or refusing consent for a development application or modification application
Critical state significant infrastructure	Infrastructure development that the Minister for Planning has declared to be essential for the State for economic, environmental or social reasons
Decommissioning	The removal of a large-scale renewable energy project and associated infrastructure
Department	Department of Planning, Housing and Infrastructure
Development application	An application seeking consent for State significant development under part 4 of the NSW *Environmental Planning and Assessment Act 1979*
Environmental impact statement	A document prepared by or on behalf of the applicant to accompany a development application that includes a comprehensive assessment of the environmental, social and economic impacts of the project
Impact	Any noise, visual, air quality or other potential impact that results from a development
Landholder agreement	An agreement between an applicant and landholder to manage the impacts of hosting infrastructure and any exceedances of relevant environmental impact assessment criteria. It also governs the type of tenure an applicant will have over the land hosting the project infrastructure and sets out a detailed set of terms for which both parties will be governed by for the life of the project.

Term	Explanation
Monitoring	Monitoring of the impacts of a large-scale renewable energy project on the environment and affected landholders that is undertaken by an applicant, as required by the conditions of consent
Neighbour agreement	An agreement negotiated between an applicant and the owner of land surrounding the project area (referred to as 'adjacent land') to manage the impacts from a development (including any exceedances of relevant assessment criteria)
Non-associated residence	A residence on privately-owned land in respect of which the owner has not reached an agreement with the applicant in relation to the development or A residence on privately-owned land in respect of which the owner has reached an agreement with the applicant in relation to the development, but the agreement does not cover the relevant impact or performance measure
Rehabilitation	The restoration of land disturbed by the development to a good condition to ensure it is safe, stable and non-polluting
State significant development	A development declared to have state significance due to its size, economic value or potential impacts

1 Introduction



Australia is undergoing a transformation that will change the way that we generate and use energy. The NSW Government is committed to providing contemporary guidance to ensure that communities and landholders are informed about and can benefit from this opportunity.

Renewable energy development is usually hosted on private land. The applicant (or person who seeks to carry out the approved development[1]) must have an agreement with the landholder to enable the project to go ahead. These agreements are called 'landholder' agreements.

Renewable energy projects can also have an impact on land surrounding the project (referred to as 'adjacent land'). Applicants often enter into agreements with adjacent landholders when a project impacts their land and these impacts cannot be managed or mitigated in other ways. These types of private agreements are called 'neighbour' agreements.

This guideline contains general information about the role of landholder and neighbour agreements and what issues applicants and landholders should consider when entering into these agreements. This guideline also includes some model clauses that can be used in private agreements. The parties should get independent and suitably qualified legal and financial advice about their rights and obligations before entering into agreements.

Applicants may also enter into agreements with neighbours to share benefits from renewable energy projects. Further information is provided in the *Benefit Sharing Guideline*.

This guideline is part of the NSW Government's Renewable Energy Planning Framework and should be read in conjunction with the other documents making up this framework (where relevant), including the *Large-Scale Solar Energy Guideline* and *Wind Energy Guideline*.

1.1 Application of the guideline

This guideline applies to all solar and wind energy generation projects (large-scale renewable energy projects or proposals) that are declared to be State significant development or Critical state significant infrastructure.

[1] If the development is declared to be Critical state significant infrastructure, the relevant party to the agreement is referred to as the 'proponent' and not 'applicant'

2 Types of agreements

At various stages of a project's life cycle, a range of private agreements may be made between landholders and applicants. These include:

- agreements with landholders hosting infrastructure, such as:
  - licence agreements
  - option agreements
  - land purchase agreements
  - landholder agreements, which may include terms of a licence or lease for infrastructure on land
- neighbour agreements (also referred to as 'neighbour agreements') relating to the impacts of the proposed development on adjacent land.

These agreements are described in more detail below.

Although the planning system allows for such agreements, the consent authority does not participate in negotiations on such agreements and is not generally privy to the specifics of any agreed compensation. However, we have identified a range of matters that applicants and landholders should consider when making agreements.

Notwithstanding the advice in this guideline, landholders should get independent and suitably qualified legal and financial advice about their rights and obligations before entering into agreements.

2.1 Agreements with a host landholder

2.1.1 Licence agreement

A 'licence' agreement (also known as an 'access' agreement) allows the applicant and associated parties the right to access a landholder's property for surveys and assessments, typically for a specified duration. This is usually negotiated at the initial scoping stage to enable the applicant to determine the suitability of the site and the feasibility of a project.

The licence period allows landholders to assess whether they would like to work with the applicant and host a renewable energy development on their property.

The licence agreement period allows both parties to prepare and plan for the next stage of discussions and negotiations.

In some cases, a licence agreement and an option agreement (see section 2.1.2 of this guideline) may be negotiated simultaneously and included in one agreement.

2.1.2 Option agreement

Once an applicant is satisfied that the project has a good prospect of progressing, they will typically offer a long-term agreement with the landholder.

An 'option to lease' agreement allows the applicant to access a property to assess the feasibility of the project site with an option to enter a more formal agreement (such as a landholder agreement) if or when the project proceeds to a certain point, usually construction.

An 'option to buy' agreement allows the applicant to purchase the land if or when the project proceeds to a certain point.

Applicants may choose not to enter into a licence agreement (see section 2.1.1 of this guideline) and move directly to an option agreement (which may include a licence to access the land).

There are some risks for landholders with option agreements. For example, there is no assurance that the applicant will exercise the option. This means the landholder may have to recommence the lease or sale process with a new developer. Further, it is possible that the applicant may change the number or capacity of assets to be sited on the landholder's land, which may impact the final value offer.

Landholders should make sure they understand how long the applicant has to exercise an option and in what circumstances either party can terminate the option agreement.

2.1.3 Land purchase agreement

In some circumstances, an applicant may offer to purchase the land outright subject to the proposed development.

2.1.4 Landholder agreements

A landholder agreement is a complex, long-term agreement to host project infrastructure on private land. These agreements place significant obligations and responsibilities on the landholder.

Renewable energy projects usually involve one or more landholders willing to have project infrastructure on their land. A landholder agreement is commercial in nature and provides the applicant with the type of land tenure that they require, such as a lease or access licence.

Landholder agreements should set out terms that enable the applicant or project owner to install, operate, maintain and decommission the project infrastructure.

Landholders may also enter into agreements for land access, private transmission line easements, substations, office buildings and other items associated with a project.

2.2 Agreements with adjacent landholders

2.2.1 Neighbour agreements – 'adjacent land'

Renewable energy projects may have an impact on land surrounding the project area (referred to as 'adjacent land'). Applicants and the adjacent landholders may enter into agreements when impacts from the project affect the interest in or amenity of their properties and where these impacts cannot be managed or mitigated in other ways. Neighbour agreements may also manage the impacts from any exceedances of relevant assessment criteria (such as noise criteria).

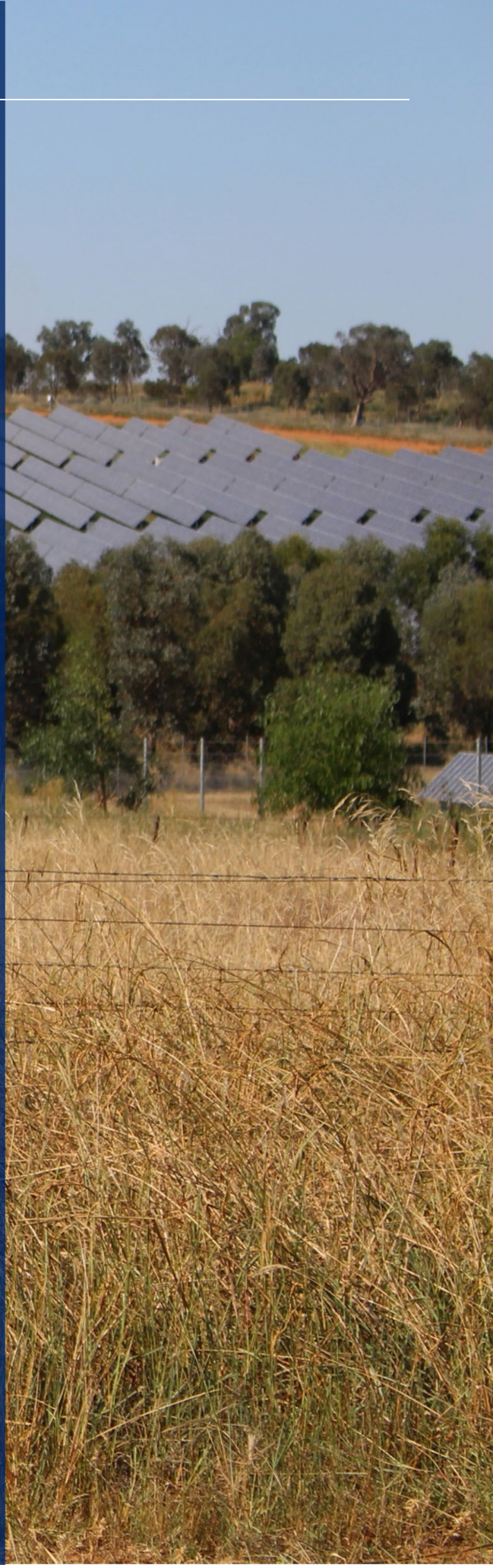
These types of agreements may implement a broad suite of measures, such as financial or other mitigation and management measures, usually to address a high level of impact. For example, agreements are commonly negotiated to provide landscaping or screening to mitigate high visual impacts from a project.

Where an agreement is in place between an applicant and a landholder, the affected residence is taken to be 'associated' with the development for the purpose of the assessment (if the agreement relates to the relevant impact/s). This means that the consent authority does not need to assess the impacts of the project on the residence covered by the agreement.

If a landholder signs an agreement, it will bind the associated residence, including any tenants of that residence.

Where there is no agreement in place between an applicant and a landholder, an impacted residence should be identified as 'non-associated' in the environmental impact statement. The consent authority must then assess the impacts of the project on the residence.

3 General guidance



We have prepared some general guidance on key matters for applicants and landholders to consider when negotiating agreements for renewable energy projects. These matters include, but are not limited to, confidentiality, biosecurity, compensation and dispute resolution.

Example clauses are also included, which can be used when preparing landholder agreements or neighbour agreements. The clauses may form part of the agreement between an applicant and landholder, but they are not intended to form the entirety of the agreement.

Users of the example clauses must exercise their own skill and judgment in adopting or adapting the clauses and should seek advice from a suitably qualified legal practitioner and other experts, where appropriate.

The guidance given in this document does not specifically address commercial aspects that are typically included in agreements, such as the amount and timing of monetary payments.

As a general guide, agreements should:

- be legally enforceable
- cover the duration of the impacts being managed or for a term equal to the duration required
- provide for the transfer of obligations to any new owner of the renewable energy infrastructure if it is subsequently sold
- provide for the transfer of any obligations to any new landholder if the subject property is sold
- clearly identify the scope of any impacts that are the subject of the agreement, whether the impacts are subject to agreed mitigation measures and who is responsible for implementing those measures
- specify what happens if the project is cancelled or materially delayed or if the scope and scale of the project materially changes, particularly if the changes result in negative impacts on the landholder
- identify any limitations on how the landholder may use their land, including adjacent land, for the duration of the project (such as avoiding dust generation or grazing stock)
- identify any compensation, costs or fees that are payable by either party in certain circumstances (such as rent, abatement of rent, payment of council rates for leased property or contributions to works)
- provide a means of resolving disputes.

Agreements should be tailored to the specific landholder and project. Any agreement should be fair, reasonable, and written in plain language.

Landholders should get appropriately skilled legal and financial advice before entering into any agreement. The applicant should bear all reasonable landholder costs associated with entering into

the agreement or understanding the implications of the agreement, including costs for independent advice.

Agreements on project elements like transmission easements for minor infrastructure (such as 66 kV electricity transmission lines) road access or access to transport turbine blades should also be negotiated and finalised with the landholders in a fair and reasonable manner. The process for negotiating transmission easements for new major transmission infrastructure is subject to a separate legislative process as described in the *Transmission Guideline*. Applicants should consult appropriately with affected landholders and neighbours to determine the final approach and routes.

Applicants must ensure landholders are properly informed of the implications of entering an agreement and have a good understanding of the nature and scale of the predicted impacts of the project and how it will affect them.

Applicants should refer to the guidance and tools provided in the *Wind Energy Guideline* and *Large-Scale Solar Energy Guideline* to help landholders understand the proposed scope and likely impacts of the project.

Further information and general guidance for landholders regarding agreements for renewable energy projects can be found in NSW Farmers' Renewable Energy Landholder Guide and the Australian Energy Infrastructure Commissioner's Considerations for Landholders before entering into Commercial Agreements.

3.1 Provision of key information to landholders

After both parties have signed an agreement, the applicant should provide the landholder with key information about the project, where it is available. This information should include:

- an indication of the potential extent of the development on the project site and adjacent land
- an indication of the likely location of project infrastructure on the project site and adjacent land (we recommend using a map/plan to illustrate this)
- details of any likely project impacts
- the likely start date/month of development works (if this information is available)
- the likely duration of the proposed development
- the likely type of mitigation works (e.g. vegetation screening) and timing for mitigation works
- contact details for a representative of the applicant who the landholder can contact

The applicant should also provide landholders hosting infrastructure with information on:

- likely access routes and when these will be used
- the types of vehicles that will access the land

- the likely timeframes for decommissioning infrastructure associated with development on the land.

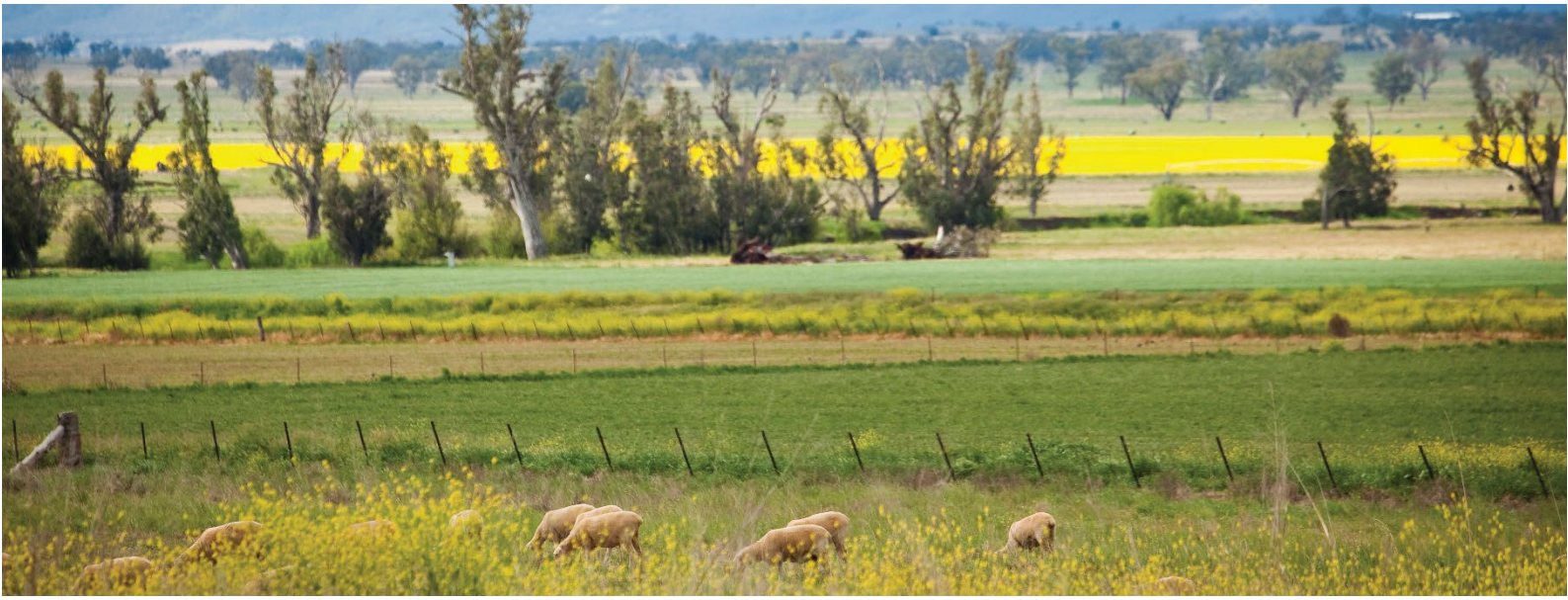
Landholders often sign agreements early in the process before assessments and the extent of the development and location of infrastructure is finalised. Therefore, applicants should provide updated information to landholders as details come to hand and at key milestones, such as the completion of construction. Applicants do not need to include this information in the agreement itself, but they should provide it to landholders in a clear, concise and timely manner.

3.2 Confidentiality

Confidentially clauses may benefit both parties. For applicants, they can ensure that commercially sensitive information is protected from public discussion. For landholders, they can ensure that personal and remuneration details are protected from public disclosure. Landholders should carefully consider the risks of signing a confidential agreement and understand if and how any confidentiality clause affects their ability to discuss elements of the project with their family, friends and/or neighbours.

If a proposed agreement includes a confidentiality clause, landholders should consider whether the clause is necessary and fair. Agreements should not include perceived unfair clauses or prevent a landholder from raising concerns about breaches of a consent, other than those they have agreed to accept as part of the agreement.

Landholders and applicants may consider including the following model clauses about confidentiality. If the parties agree to include a confidentiality clause, they should consider whether there will be any exceptions to confidentiality.



Model clauses – Confidentiality

Each of the parties must maintain in confidence all confidential information*, subject to the following exceptions:

a. if required by law to disclose

b. to disclose information to regulatory authorities for the purposes of:

- indicating compliance with any development consent conditions, including where required, to advise the consent authority in writing of the impacts accepted by this agreement
- lodgement of a development application in relation to the development
- demonstrating compliance with all laws.

c. if the confidential information is in or enters the public domain for reasons other than a breach of this agreement; or

d. to its professional advisers to obtain professional advice relating to the contents of this agreement (including legal and financial advice).

**It is recommended that the agreement clearly identifies which information is confidential under the agreement.*

3.3 Landholder's right to participate in the planning process

An agreement may include provisions that require landholders to consent to project impacts and/or development applications lodged by the applicant for the project. These provisions ensure that applicants have express consent from the landholder to carry out project operations and apply for the approvals required for the project.

It is standard practice for an agreement to state that:

- during the operation of the agreement, the landholder consents to development that may have an impact on the land
- the landholder agrees to incur the impacts for the duration of the agreement (or for the duration of a specific impact)
- the landholder will not object to any development applications made by the applicant for the project or restrict the applicant (by withholding any necessary consents) from lodging any development application for the project.

Beyond the limitations above, the agreement should ensure that landholders continue to have a right to participate in the planning and regulatory process.

Mode clauses – Participation in the planning process

The parties acknowledge and agree that the landholder continues to have the right to:

a. correspond and communicate with the consent authority or any other relevant authority if the applicant does not comply with any development consent conditions or the conditions of any other approvals relating to the development

b. to participate in community engagement, stakeholder consultations or any other public consultation processes relating to or in connection with the development

c. make submissions on any development application relating to the development, including to raise concerns about any impacts that are not the subject of the agreement, provided such submission does not constitute an objection.

3.4 Biosecurity

Renewable energy developments may increase biosecurity risks if not managed properly. These risks include the introduction of disease, pests and weeds to a site. For example, the construction phase can involve many vehicles entering the property that could impact biosecurity and/or introduce new weeds and species to agricultural enterprises.

Therefore, reasonable and practical measures should be put in place to prevent, eliminate or minimise the potential biosecurity impacts of a development.

Landholders should understand the biosecurity protocols an applicant (and any contractors) proposes to use during each phase of the project. These may include managing site access, gate closures, designated parking areas, notifications and 'no-go' areas.

Different protocols may be negotiated for different times of the year to account for seasonal agricultural activities such as calving/lambing, harvesting and sowing.

3.5 Compensation

An agreement should specify the amount of compensation paid to landholders for impacts to the land and/or for the tenure of a host landholder's land.

An agreement should specify when and how compensation will be paid and on what terms.

The agreement should include a clause that triggers a review of compensation payable in the event of material changes to the renewable energy project. This may include substantial changes to the layout, infrastructure specifications or easements or the number of turbines to be hosted.

Model clauses – Monetary compensation for impact

a. The applicant must pay [the compensation amount*].

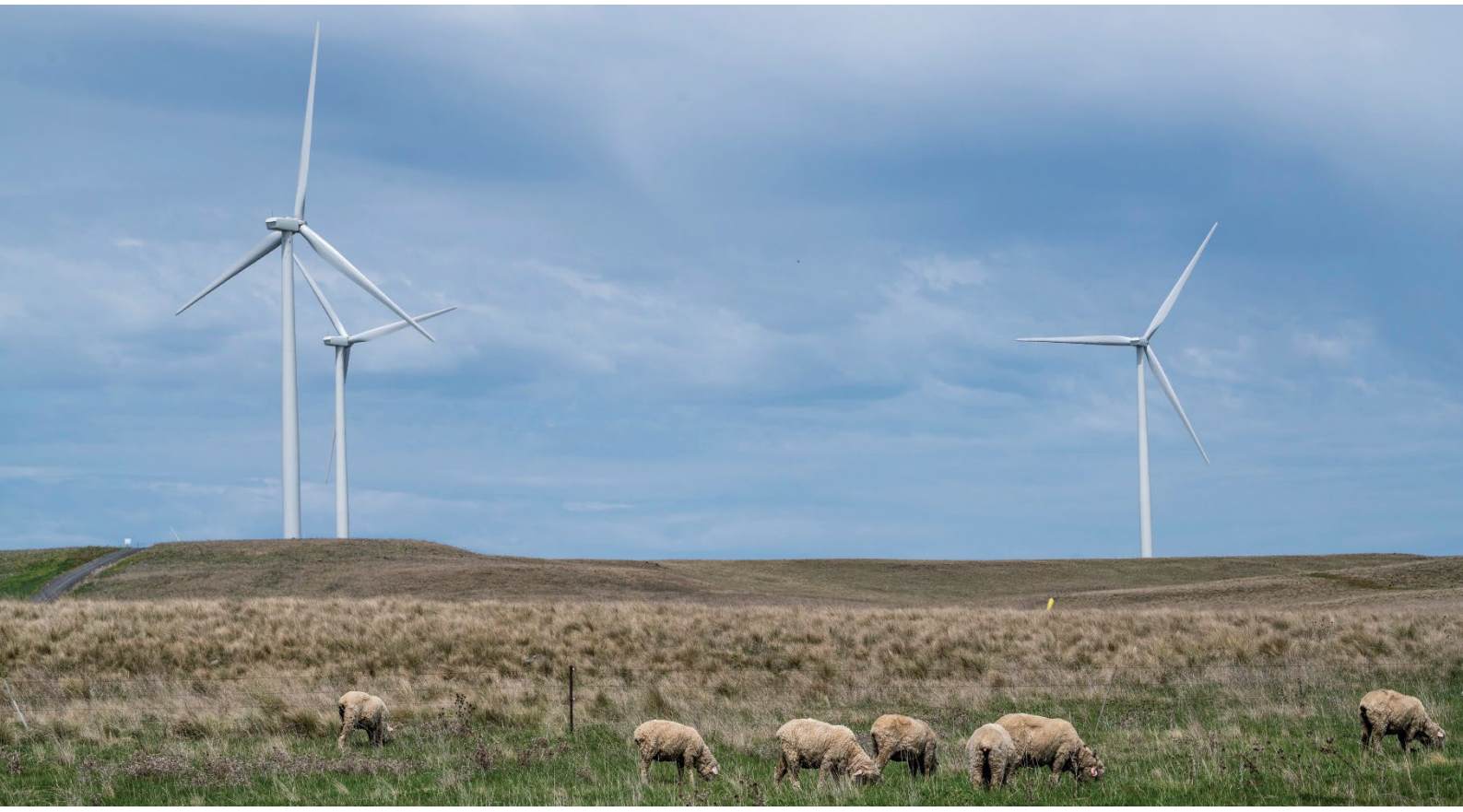
b. The landholder agrees that in exchange for the receipt of the compensation amount, the applicant may cause impacts to the land and the landholder in accordance with the terms set out in the agreement.

** Adapt as appropriate to the nature of the payment e.g., once-off payment / payment upon trigger / ongoing payment*

3.6 Dispute resolution

An agreement should include a dispute resolution procedure. The procedure should clearly outline the process an applicant can use to resolve disputes with the applicant and lodge complaints about any aspect of the project.

If the documented dispute resolution process fails to resolve the matter, a landholder may make a complaint to the Australian Energy Infrastructure Commissioner or another suitable agency.



Model clauses – Dispute resolution

a. A party must not commence any court proceedings relating to a dispute unless it complies with the following clauses.

b. A party claiming that a dispute has arisen under or in relation to this agreement must give written notice to the other party specifying:

- that a dispute has arisen
- the nature of the dispute; and
- requesting that a meeting be held within 10 business days.

c. The parties must endeavour to resolve the dispute expeditiously using informal dispute resolution processes such as mediation, expert evaluation or other methods agreed.

d. If the parties do not agree within 21 days of receipt of notice under clause (b) on the:

- dispute resolution technique and procedures to be adopted
- timetable for all steps in those procedures, or
- selection and compensation of the independent person required for the resolution technique,

the parties must mediate the dispute in accordance with the Mediation Program of the Law Society of NSW.

e. If the dispute is not resolved within 60 business days after notice is given under clause (b), then either party may terminate the dispute resolution process being undertaken (by way of writing) and may commence court proceedings in relation to the dispute.

f. The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement is to attempt to settle the dispute. No party may use any information or documents obtained through the dispute resolution process for any purpose other than to settle the dispute.

g. The dispute resolution process must not prejudice the right of a party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter pertaining to this agreement.

h. Notwithstanding any dispute, each party must continue to perform its obligations under this agreement.

3.7 Guidance on other issues

3.7.1 Indemnity and insurance

Landholders should ensure that they are indemnified from all claims and any expenses, loss, damage and costs resulting from

- the applicant's use of land (including adjacent land) in connection with the agreement
- a breach of the agreement or development consent by the applicant
- any negligence by the applicant.

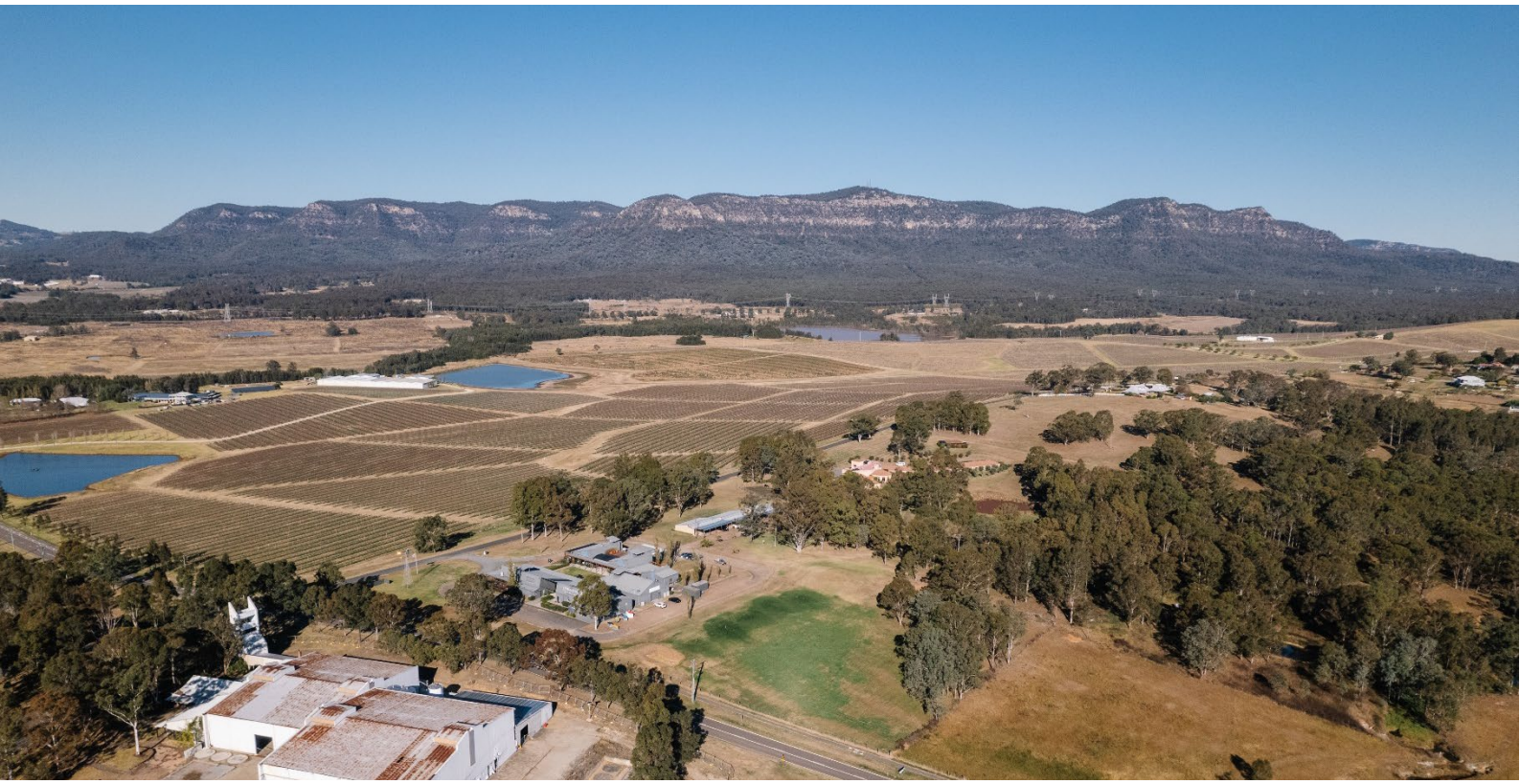
This indemnification should be reflected in the agreement. The agreement should also indicate whether the indemnification would pass to any new owner if the project were sold.

Landholders should ensure the agreement requires the applicant to maintain an appropriate level of public liability insurance for the entire term of the agreement.

3.7.2 Termination

Any agreement should specify the term of the agreement and any exit or termination provisions.

Landholders should understand whether they are able to decline any extensions or cease contract discussions on their own terms.



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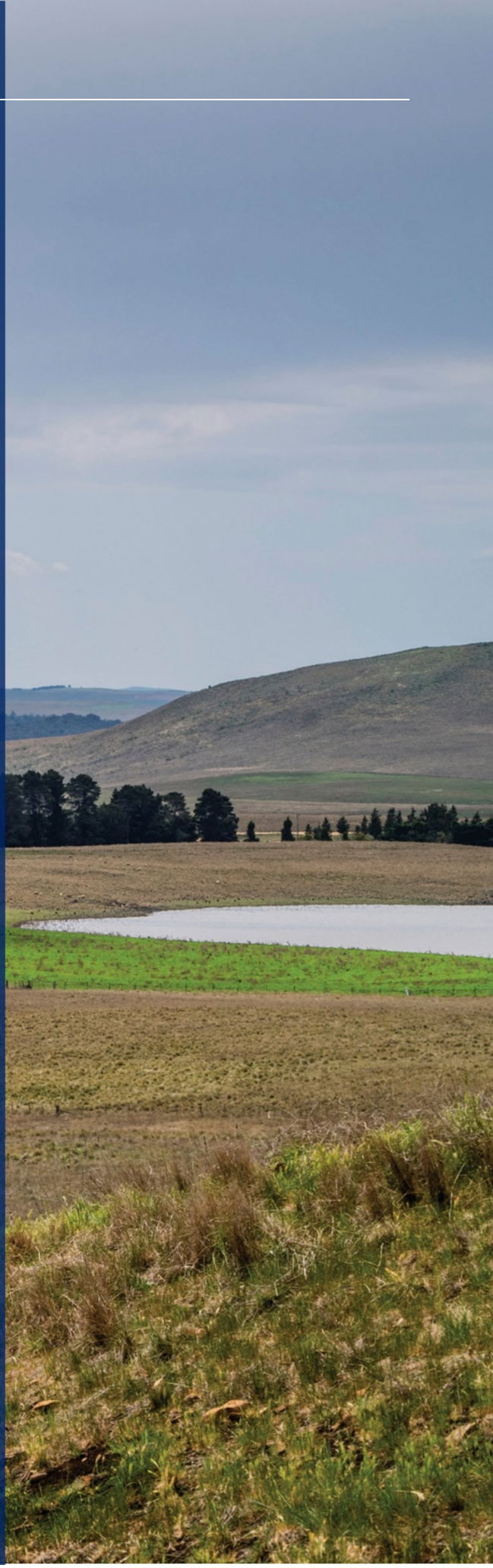
Additional guidance for landholders hosting infrastructure



4.1 Project impacts

Applicants for renewable energy developments must properly inform landholders hosting project infrastructure on their land about the implications of entering agreements and make sure landholders have a good understanding of the nature and scale of the predicted impacts of the project.

This may include providing opportunities for landholders to visit operational renewable energy projects of a similar scale and/or to meet other host landowners.

Other considerations for discussion may include:

- how the project will affect any land use activities (such as agriculture and fire management)
- the components of the project subject to the agreement, such as agreed energy generation infrastructure, internal roads and other infrastructure locations (cabling, construction offices, substations, transmission lines, etc.)
- how the project agreement and infrastructure will be associated with a landholder's land title
- relevant or expected impacts that may be of concern to the local community (such as visual, noise, biodiversity, transport, social/community and economic impacts) and identifying proposed assessment and management options
- the impacts of the project on development rights, vegetation protection and subdivision options
- the process for making changes to the location and routing of project infrastructure to the landholder's property (such as access roads and cabling) and responsibilities for maintaining the infrastructure
- the creation of any easements that may be required and the terms of agreement for accessing any easements via a landholder's property
- the proposed internal road layout for the project and the potential impacts on farming operations
- on-site procedures such as biosecurity compliance and safety requirements for contractors.

In all cases, agreements should specify how the applicant will address impacts (such as visual or noise impacts. This ensures that both parties have a written record of the impacts of the project and how those impacts will be addressed.

In some circumstances, landholders may accept a higher level of impact for increased compensation. For example, a landholder may accept noise limits above the 35 dB(A) limit prescribed in the *Wind Energy Guideline - Technical Supplement for Noise Impact Assessment*. However, landholders who accept a higher level of impact must understand the implications of doing so.

4.2 Use of land for other development

It is common for landholder agreements to preclude development on the land that would conflict with the applicant's commercial interests, such as hosting a competitor's wind turbines.

However, any agreement for large-scale renewable energy infrastructure cannot restrict access to or use of the land for minerals exploration. Under the NSW *Mining Act 1992,* mining exploration companies have exclusive rights to explore for specific minerals within an exploration licence or assessment lease.

Before exercising these rights, an explorer must make a land access arrangement with the relevant landholder. If an access arrangement cannot be agreed and the explorer chooses to pursue land access, the explorer may give the landholder valid written notice of intent to enter an access arrangement. Further information is available on the Mining, Exploration and Geoscience website.

If an agreement includes provisions that prevent other development on the land, the parties should consider the model clauses given later in this section and make it clear that these arrangements do not prevent exploration.

An agreement also cannot restrict access to or use of the land for the purpose of major transmission infrastructure. Further information about access arrangements and acquisition processes for transmission projects can be found in our *Transmission Guideline*.

Agreements may allow the landholder to develop the land, such as installing small-scale electricity generating equipment, if it is for private domestic use by the landholder. The agreement should specify that development for private domestic use can proceed on the land provided it does not interfere with the development or operation of an applicant's project.

Model clauses – Other landholder obligations

a. The landholder may allow land access for the purpose of mineral exploration under the *Mining Act 1992.*

b. The landholder may allow land access under the *Electricity Supply Act 1995* for the purpose of environmental surveys and field work for major transmission projects.

c. During the period of the agreement, the landholder must inform the applicant if it discusses, negotiates with, or enters into any agreement with a third party in relation to the investigation of the land for any development.

d. The landholder may install operate or maintain wind turbines, solar panels or other electricity generating equipment for private domestic use.

4.3 Decommissioning

There is an expectation that the project will be decommissioned at the end of its operating life, and this will be formalised in any conditions of development consent.

The owner or operator of a renewable energy development should be responsible for decommissioning the infrastructure and rehabilitating the site. This should be reflected in an agreement with the landholder.

However, there are some situations where this obligation may fall to the landholder, such as when the owner or operator of the project becomes insolvent. This is because the conditions of development consent apply to the land and not to a particular party or company. The landholder should have a clear understanding of how the project owner or operator will manage the decommissioning phase. Key matters for the landholder to discuss or negotiate as part of an agreement include:

- an option or process to re-negotiate the terms of the lease to extend the project life prior to decommissioning
- the scope of the decommissioning activities required (including what infrastructure will and will not be removed from the land)
- how infrastructure will be removed from the land
- the decommissioning responsibilities of the parties – for example, that the land to be returned to the landholder in a condition consistent with the applicant having observed its rehabilitation obligations under the relevant approvals
- the likely decommissioning costs
- access to the land so the applicant can decommission and rehabilitate the site
- what happens if the applicant fails to comply with its decommissioning and rehabilitation obligations and how the landholder will recover any costs incurred in performing the decommissioning and rehabilitation obligations.

An agreement may also allow landholders to request financial security such as a bank guarantee or bond for decommissioning. This will help protect the landowner if the operator becomes insolvent or fails to comply with its obligations.

In such cases, landholders should ensure that they can call on the security if the applicant does not perform its decommissioning obligations under the agreement. The security should not be used by landholders for any other purpose. If a security is to be provided, it should be reviewed and updated periodically and be adjusted according to the Consumer Price Index.

Applicants and landholders can use our decommissioning cost calculator tool to help them understand the potential decommissioning costs, contributing factors and liability risks.

As an example, the cost of decommissioning a wind energy project is estimated to be around $480,000 per turbine (including recovery costs). However, this rate can vary substantially depending on factors such as whether the access roads and underground cables are removed. If they are left in place, the value of steel and iron recovery from the turbine components is estimated to mostly offset the cost of decommissioning. If they are to be removed, the cost of decommissioning is estimated to be significantly higher.

Model clauses – Decommissioning

a. Following completion of the agreed project duration the applicant must, in accordance with the requirements of any development consent:
   - remove any of the applicant's property, infrastructure and equipment or objects from the land, unless the landholder agrees otherwise in writing; and
   - hand over the land to the landholder in a condition consistent with the applicant having observed its obligations under the agreement, any approvals, or the requirements of any consent authority, or where not specified, make good any damage to a standard reasonably expected.

b. The applicant should be responsible for all costs of removing any of the applicant's property, infrastructure, and equipment from the land. Where the applicant removes any of its property and equipment on the land, the applicant must:
   - make good any damage caused by the removal at its own cost and
   - undertake any associated rehabilitation works to return the land to a standard reasonably expected for the associated use of the land.

c. The applicant must carry out the property, infrastructure, and equipment removal from the land in accordance with the requirements and obligations contained in all development consents that relate to the land.

4.4 Valuation of land

In most cases, the value of land increases significantly when it hosts a wind energy project. Landholders should consider the potential increase in council rates because of changes to the land value. Any agreement should specify who will pay the rates for the land.

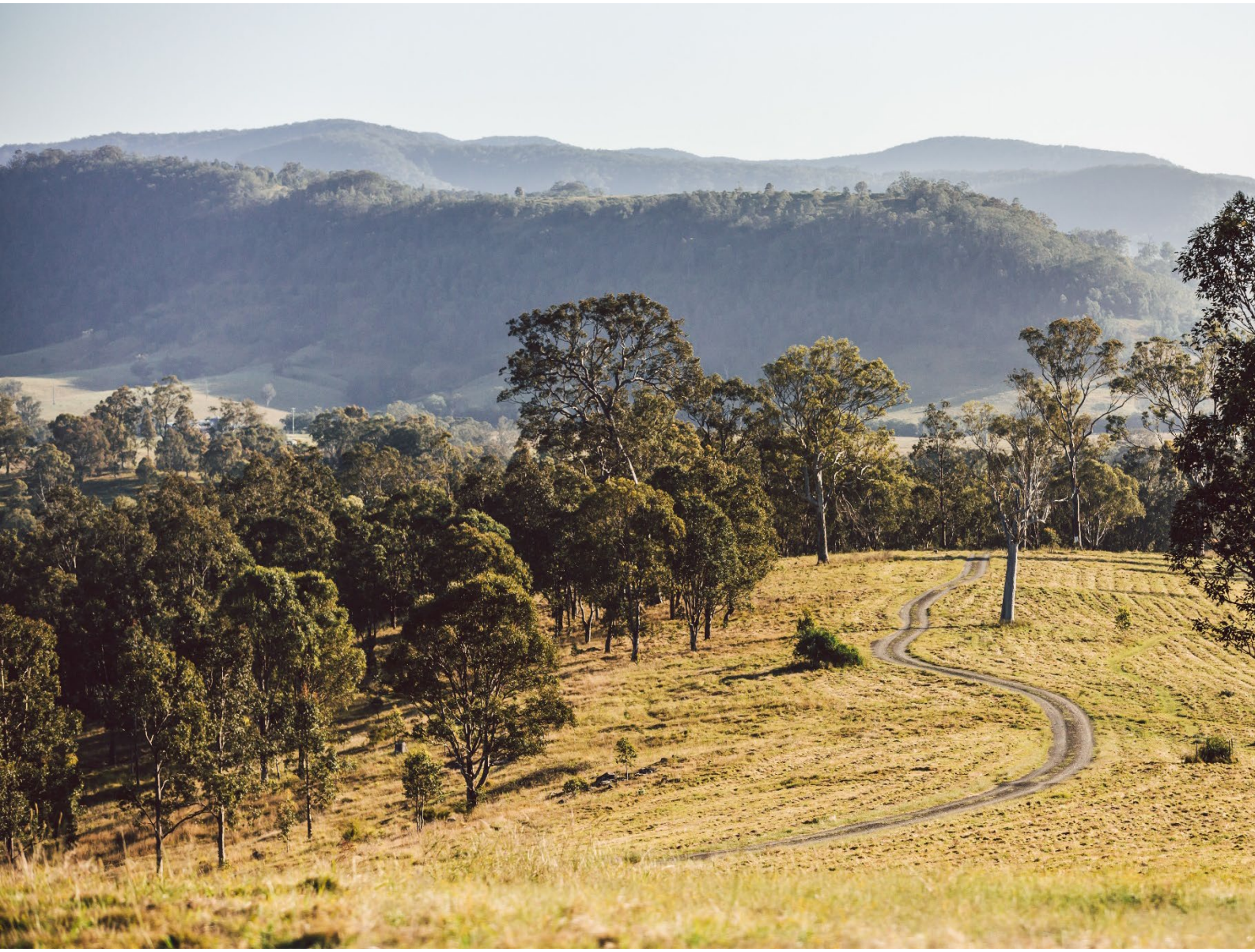
Further information about the NSW Valuer General's process for valuing land subject to renewable energy projects can be found in its guidance note, Valuation of land used for renewable energy projects (February 2024).

4.5 Monitoring environmental impacts

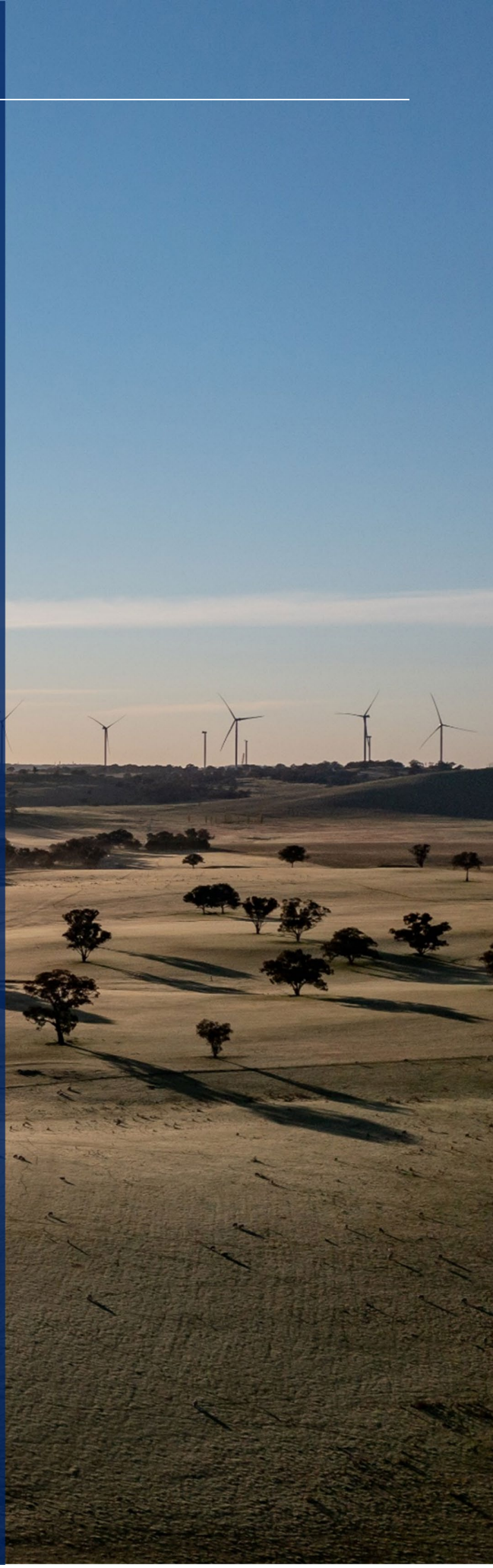
An agreement should specify that applicants are responsible for monitoring project impacts on the land and landholders. It should specify how impacts will be monitored (such as by installing equipment or through soil surveys), how often monitoring will occur and how and when the landholder will be provided with the results of the monitoring.

Agreements should contain provisions regarding land access that cover things such as responding to requests for access, the purpose of the access (for example, for compliance or monitoring and assessment purposes), the area of proposed access and provisions about what happens if there is any damage done during the monitoring activities.

Any additional requirements and information on monitoring will be outlined in the development consent.



5 Agreement register



Applicants must maintain a register that identifies for each agreement:

- the landholder's identification details
- the type of agreement (landholder or neighbour)
- any impacts excluded from the agreement
- the duration of the impacts covered by the agreement.

An applicant must provide a copy of its register to the Department of Planning, Housing and Infrastructure (the department) when they submit the environmental impact statement for the project. This will allow us to understand the impacts that are covered by the agreement, which do not need to be assessed. The register will also help our compliance team to understand the nature of impacts covered by an agreement in the event there is a complaint made by the landholder about any of these impacts during the construction, operation or decommissioning of the project.

Applicants must maintain the register over the life of the project and undertake periodic reviews (such as at the completion of major project milestones) to ensure that the details are accurate and up to date. If the register is revised, applicants should provide a copy to the department.

Personal information and commercially sensitive information should not be included in the register.

Appendix A of this guideline provides an example of how applicants should provide us with agreement details.

Appendix A

Example agreement register

Landholder Number[2]	Type (landholder or neighbour)	Exclusions	Impact duration
1	Landholder	All impacts excluding noise	Life of project
12	Landholder	Visual	Life of project
18	Landholder	Dust	Construction phase
20	Landholder	Visual (Glint and Glare)	Life of project
22	Neighbour	Shadow flicker, Noise	Life of project
31	Neighbour	Noise up to 40 dBA	Life of project

[2] As identified in the environmental impact statement or the development consent