



AGENDA DEVELOPMENT AND ENVIRONMENT COMMITTEE 9 NOVEMBER 2020

MEMBERSHIP: Councillors J Diffey, V Etheridge, D Grant, D Gumley, A Jones, S Lawrence, G Mohr, K Parker, J Ryan and B Shields.

The meeting is scheduled to commence at 5:30pm.

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DEC20/32 BUILDING SUMMARY - OCTOBER 2020 (ID20/1341)	2
The Committee had before it the report dated 27 October 2020 from the Director Development and Environment regarding Building Summary - October 2020.	
DEC20/33 DRAFT PLANNING AGREEMENT, UUNGULA WIND FARM (ID20/1354)	13
The Committee had before it the report dated 27 October 2020 from the Manager Growth Planning regarding Draft Planning Agreement, Uungula Wind Farm.	



DUBBO REGIONAL
COUNCIL

REPORT: Building Summary - October 2020

AUTHOR: Director Development and
Environment
REPORT DATE: 27 October 2020
TRIM REFERENCE: ID20/1341

EXECUTIVE SUMMARY

Information has been prepared on the statistics of the number of dwellings and other residential development approved in the Dubbo Regional Local Government Area (LGA) together with statistics for total approved Development Applications for the information of Council.

Appendix 1 relates specifically to residential approval figures, and includes both historical and current financial year data relating to the Dubbo Regional LGA. **Appendices 2 to 5** include both the current and retrospective figures for all development types approved within the Dubbo Regional LGA for the financial years stated.

All development applications, construction certificates and complying development certificates can be tracked online at <https://planning.dubbo.nsw.gov.au/Home/Disclaimer>.

FINANCIAL IMPLICATIONS

There are no financial implications arising from this report.

POLICY IMPLICATIONS

There are no policy implications arising from this report.

RECOMMENDATION

That the information contained within the report of the Director Development and Environment dated 27 October 2020, be noted.

Stephen Wallace
Director Development and Environment

REPORT

Provided, for information, are the latest statistics (as at the time of production of this report) for Development Applications for Dubbo Regional Council.

1. Residential Building Summary

Dwellings and other residential developments approved during October 2020 were as follows:

October

Single dwellings	12
Other residential development	6
(No. of units)	10

For consistency with land use definitions included in the Local Environmental Plan (LEP), residential development has been separated into 'Single Dwellings' (defined in the LEP as 'dwelling house') and 'Other residential development' (comprising 'dual occupancies', 'secondary dwellings', 'multi dwelling housing', 'seniors housing', 'shop top housing' and 'residential flat buildings').

These figures include development applications approved by private certifying authorities (in the form of Complying Development Certificates).

A summary of residential approvals for the former Dubbo City Council area since 2011-2012 is included in **Appendix 1**. However, it should be noted that the figures from July 2017 onwards include the approvals within the former Wellington Local Government Area as a consequence of the commencement of the merged application system.

2. Approved Development Applications

The total number of approved Development Applications (including Complying Development Certificates) for October 2020, a comparison with figures 12 months prior and the total for the respective financial years, are as follows:

	<u>1 October 2020 – 31 October 2020</u>	<u>1 October 2019 to 31 October 2019</u>
No. of applications	62	74
Value	\$7,384,323	\$16,686,014
	<u>1 July 2020 – 31 October 2020</u>	<u>1 July 2019 – 31 October 2019</u>
No. of applications	287	251
Value	\$48,901,113	\$56,208,136

A summary breakdown of the figures is included in **Appendices 2-5**.

3. Online Application Tracking

All development applications, construction certificates and complying development certificates are tracked online and can be accessed at any time. A link is available on Councillor iPads for assistance (<https://planning.dubbo.nsw.gov.au/Home/Disclaimer>).

What information is available?

- All development applications, construction certificates and complying development certificates submitted from 1 November 2015 will provide access to submitted plans and supporting documents as well as tracking details of the progress of the application.
- More limited information is provided for applications submitted from 1 January 2001 to 31 October 2015.
- Occupation certificates (where issued) are provided from 2010.

What information is not available?

- Application forms.
- Floor plans for residential dwellings.
- Documentation associated with privately certified applications.
- Internal reports.

Councillors are welcome to contact me should they require further information in respect of outstanding Development Applications emanating from the online tracking system.

The information included in this report is provided for notation.

Appendices:

- [1](#) Building Summary - October 2020
- [2](#) Approved Applications - 1 October 2020 to 31 October 2020
- [3](#) Approved Applications - 1 October 2019 to 31 October 2019
- [4](#) Approved Applications - 1 July 2020 to 31 October 2020
- [5](#) Approved Applications - 1 July 2019 to 31 October 2019

STATISTICAL INFORMATION ON *SINGLE DWELLINGS AND **OTHER RESIDENTIAL DEVELOPMENTS

		JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
DCC	2011/2012													
	Single Dwellings	6	12	10	6	7	16	4	16	12	8	12	9	118
	Other Residential Developments (No of units)	1 (14)	1 (2)	- (-)	1 (1)	2 (4)	2 (3)	- (-)	- (-)	- (-)	- (-)	- (-)	1 (16)	8 (40)
DCC	2012/2013													
	Single Dwellings	3	7	14	13	9	3	9	9	13	13	15	13	121
	Other Residential Developments (No of units)	4 (8)	6 (6)	- (-)	- (-)	1 (2)	9 (11)	- (-)	- (-)	1 (2)	- (-)	2 (39)	- (-)	23 (68)
DCC	2013/2014***													
	Single Dwellings	23	17	25	20	14	15	19	10	18	14	19	14	208
	Other Residential Developments (No of units)	- (-)	1 (2)	1 (2)	- (-)	- (-)	1 (2)	4 (46)	2 (1)	1 (2)	2 (4)	- (-)	3 (6)	15 (65)
DCC	2014/2015***													
	Single Dwellings	19	34	19	21	13	16	14	12	20	19	15	20	222
	Other Residential Developments (No of units)	3 (6)	1 (2)	6 (31)	5 (50)	6 (6)	12 (21)	- (-)	4 (87)	2 (4)	1 (1)	9 (25)	5 (10)	54 (243)
DCC	2015/2016***													
	Single Dwellings	27	20	26	19	21	26	19	14	16	17	17	22	244
	Other Residential Developments (No of units)	6 (50)	8 (98)	8 (12)	4 (7)	1 (2)	3 (5)	3 (18)	3 (4)	3 (5)	5 (14)	3 (6)	8 (23)	55 (244)
DCC	2016/2017***													
	Single Dwellings	24	13	17	18	12	21	16	18	18	14	18	36	225
	Other Residential Developments (No of units)	8 (10)	5 (10)	7 (13)	4 (7)	6 (10)	5 (16)	3 (6)	2 (75)	1 (2)	5 (8)	4 (13)	7 (14)	57 (184)
DRC	2017/2018***													
	Single Dwellings	26	21	13	12	16	19	4	22	16	21	22	16	208
	Other Residential Developments (No of units)	6 (11)	9 (16)	2 (3)	1 (2)	9 (16)	1 (2)	5 (8)	5 (5)	11 (23)	1 (2)	3 (3)	5 (9)	58 (100)
DRC	2018/2019***													
	Single Dwellings	15	26	13	7	17	8	19	5	8	11	19	6	154
	Other Residential Developments (No of units)	3 (4)	4 (7)	3 (5)	- (-)	6 (11)	2 (29)	2 (4)	1 (1)	5 (12)	7 (25)	9 (15)	5 (10)	47 (123)

		JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
	2019/2020***													
DRC	Single Dwellings	16	11	8	18	27	14	4	5	10	8	8	8	137
	Other Residential Developments	4	4	3	4	11	6	1	4	2	1	1	1	42
	(No of units)	(8)	(7)	(6)	(7)	(19)	(10)	(2)	(7)	(2)	(2)	(2)	(1)	(73)
	2020/2021***													
DRC	Single Dwellings	7	17	21	12									57
	Other Residential Developments	5	2	5	6									18
	(No of units)	(7)	(4)	(11)	(10)									(32)

* Single Dwellings = Single 'Dwelling House'

** Other Residential Developments = Dual occupancies, secondary dwellings, multi dwelling housing, seniors housing, shop top housing and residential flat buildings

*** Includes private certifiers



Civic Administration Building
 P.O. Box 81 Dubbo NSW 2830
 T (02) 6801 4000
 F (02) 6801 4259
 ABN 53 539 070 928

Print Date: 27/10/2020
 Print Time: 8:34:06AM

**Approved Development & Complying Development Applications
 by Dubbo Regional Council and Private Certifiers-Period 1/10/2020 - 31/10/2020**

Development Type	Number of Applications	Est. \$	New Developments	Est. \$	Additions and Alterations	Est. \$	New Dwellings	New Lots
Dwelling - single	15	4,300,314	12	3,799,031	3	501,283	12	
Dwelling - Secondary/Dual Occ Dwelling	5	963,000	5	963,000			7	
Dwelling - Dual Occupancy, >one storey	1	570,000	1	570,000			3	
Garage/Carport/Roofed Outbuildings	15	336,035	13	291,035	2	45,000		
Fences/Unroofed Structures	1	25,000	1	25,000				
Swimming Pool	15	439,426	15	439,426				
Office Building	1	58,773			1	58,773		
Retail Building	1	310,000			1	310,000		
Factory/Production Building	1	200,000			1	200,000		
Signs/Advertising Structure	4	63,775	1	3,575	3	60,200		
Demolition	3	17,000	1	2,000	2	15,000		
Change of Use - Commercial	1	70,000	1	70,000				
Subdivision - Commercial	1	27,000						2
Miscellaneous	1	4,000			1	4,000		
Totals for Development Types	65	7,384,323						

Total Number of Applications for this period: 62

*** Note: There may be more than one Development Type per Development Application
 Statistics include applications by Private Certifiers

----- End of Report -----



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Print Date: 27/10/2020
 Print Time: 8:37:20AM

**Approved Development & Complying Development Applications
 by Dubbo Regional Council and Private Certifiers-Period 1/10/2019 - 31/10/2019**

Development Type	Number of Applications	Est. \$	New Developments	Est. \$	Additions and Alterations	Est. \$	New Dwellings	New Lots
Dwelling - single	23	8,687,416	20	8,517,426	3	169,990	20	
Dwelling - Secondary/Dual Occ Dwelling	5	1,113,200	5	1,113,200			9	
Garage/Carport/Roofed Outbuildings	19	261,147	11	113,500	8	147,647		
Swimming Pool	12	372,039	12	372,039				
Office Building	1	1,000,000	1	1,000,000				
Retail Building	3	1,231,014			3	1,231,014		
Factory/Production Building	3	1,570,000	3	1,570,000				
Community/Public Building	2	200,000			2	200,000		
Signs/Advertising Structure	1	7,500	1	7,500				
Change of Use - Commercial	4	51,800	2	1,800	2	50,000		
Subdivision - Residential	1	10,000						2
Subdivision - Commercial	2	2,055,898						30
Miscellaneous	1	126,000	1	126,000				
Totals for Development Types	77	16,686,014						

Total Number of Applications for this period: 74

*** Note: There may be more than one Development Type per Development Application
 Statistics include applications by Private Certifiers

----- End of Report -----



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Print Date: 27/10/2020

Print Time: 8:39:15AM

**Approved Development & Complying Development Applications
 by Dubbo Regional Council and Private Certifiers-Period 1/07/2020 - 31/10/2020**

Development Type	Number of Applications	Est. \$	New Developments	Est. \$	Additions and Alterations	Est. \$	New Dwellings	New Lots
Dwelling - single	96	26,883,900	69	23,689,870	27	3,194,030	70	1
Dwelling- Transportable/Relocatable	2	309,370	2	309,370			2	
Dwelling - Secondary/Dual Occ Dwelling	13	3,498,000	13	3,498,000			21	
Dwelling - Dual Occupancy, one storey	4	1,460,000	4	1,460,000			7	
Dwelling - Dual Occupancy, >one storey	1	570,000	1	570,000			3	
Medium Density Res - one/two storeys	1	1,000,000	1	1,000,000			4	
Garage/Carport/Roofed Outbuildings	90	2,248,218	87	2,194,218	3	54,000		
Fences/Unroofed Structures	4	58,750	3	39,500	1	19,250		
Swimming Pool	37	1,116,722	37	1,116,722				
Office Building	7	1,076,773			7	1,076,773		
Retail Building	4	704,325			4	704,325		
Office & Retail Building	2	24,500	1	10,000	1	14,500		
Factory/Production Building	5	2,819,747	1	367,500	4	2,452,247		
Warehouse/storage	1	910,000	1	910,000				
Infrastructure - Transport, Utilities	2	280,000	2	280,000				
Educational Building	2	1,924,500	1	1,900,000	1	24,500		
Community/Public Building	1	80,000			1	80,000		
Signs/Advertising Structure	7	243,015	4	182,815	3	60,200		
Demolition	4	37,000	1	2,000	3	35,000		
Change of Use - Commercial	4	150,000	2	70,000	2	80,000		
Change of Use - Industrial	1	0			1			
Agricultural Development	1	300,000	1	300,000				

**Approved Development & Complying Development Applications
by Dubbo Regional Council and Private Certifiers-Period 1/07/2020 - 31/10/2020**

Development Type	Number of Applications	Est. \$	New Developments	Est. \$	Additions and Alterations	Est. \$	New Dwellings	New Lots
Subdivision - Residential	9	3,090,000						115
Subdivision - Commercial	1	27,000						2
Subdivision - Industrial	2	28,000						5
Miscellaneous	2	44,000			2	44,000		
Alterations and additions to commercial	1	17,293			1	17,293		
Totals for Development Types	304	48,901,113						

Total Number of Applications for this period: 287

*** Note: There may be more than one Development Type per Development Application
Statistics include applications by Private Certifiers

----- End of Report -----



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ABN 53 539 070 928

Print Date: 27/10/2020

Print Time: 8:38:21AM

**Approved Development & Complying Development Applications
by Dubbo Regional Council and Private Certifiers-Period 1/07/2019 - 31/10/2019**

Development Type	Number of Applications	Est. \$	New Developments	Est. \$	Additions and Alterations	Est. \$	New Dwellings	New Lots
Dwelling - single	78	24,006,728	62	22,449,291	16	1,557,437	62	
Dwelling- Transportable/Relocatable	1	269,100	1	269,100			1	
Dwelling - Secondary/Dual Occ Dwelling	13	3,102,169	13	3,102,169			22	
Dwelling - Dual Occupancy, one storey	8	3,305,000	8	3,305,000			15	
Dwelling - Dual Occupancy, >one storey	1	795,625	1	795,625			2	
Garage/Carport/Roofed Outbuildings	63	973,873	51	793,974	12	179,899		
Fences/Unroofed Structures	3	49,000	3	49,000				
Swimming Pool	31	917,275	31	917,275				
Office Building	6	1,412,000	2	1,070,000	4	342,000		
Retail Building	7	3,174,014	2	1,900,000	5	1,274,014		
Hotels	1	35,000			1	35,000		
Hostels, Boarding House	1	10,000			1	10,000		
Factory/Production Building	4	2,050,000	3	1,570,000	1	480,000		
Warehouse/storage	1	800,000	1	800,000				
Infrastructure - Transport, Utilities	5	244,434	2	61,421	3	183,013		
Educational Building	1	0			1			
Community/Public Building	4	900,000	2	700,000	2	200,000		
Signs/Advertising Structure	4	39,300	3	16,500	1	22,800		
Demolition	3	50,000	1		2	50,000		
Change of Use - Commercial	11	283,120	5	21,800	6	261,320		
Subdivision - Residential	11	11,600,000	3	1,070,000				18
Subdivision - Commercial	3	2,055,898						2

**Approved Development & Complying Development Applications
by Dubbo Regional Council and Private Certifiers-Period 1/07/2019 - 31/10/2019**

Development Type	Number of Applications	Est. \$	New Developments	Est. \$	Additions and Alterations	Est. \$	New Dwellings	New Lots
Subdivision - Industrial	1	5,600						
Subdivision - Rural	1	0						2
Miscellaneous	2	130,000	2	130,000				
Totals for Development Types	264	56,208,136						

Total Number of Applications for this period: 251

*** Note: There may be more than one Development Type per Development Application
Statistics include applications by Private Certifiers

----- End of Report -----



DUBBO REGIONAL
COUNCIL

REPORT: Draft Planning Agreement, Uungula Wind Farm

AUTHOR: Manager Growth Planning
REPORT DATE: 27 October 2020
TRIM REFERENCE: ID20/1354

EXECUTIVE SUMMARY

Council has received a request to enter into a Voluntary Planning Agreement (VPA) with CWP Renewables Pty Ltd for a proposed wind farm (known as the Uungula Wind Farm), which is proposed to consist of 97 turbines and associated infrastructure across approximately 8742 Ha in the north-east of the Local Government Area. The closest wind turbine to Wellington will be 14 km.

Council Staff have been working with the Proponent over an extended period of time towards the preparation of the draft Planning Agreement. A copy of the offer to enter into a Planning Agreement from CWP Renewables is provided here in **Appendix 1**. A copy of the draft Planning Agreement is provided here in **Appendix 2**.

The terms of the draft Planning Agreement are detailed as follows:

- \$3,309 per wind turbine installed (or proposed to be installed) per annum.
- Payments escalated by CPI commencing on construction commencement date.
- Payments allocated by per cent across four (4) funding streams or 'parts'.
- Funds would be paid to Council and allocated by a dedicated funding committee.

The figure of \$3,309 per turbine, per annum also includes a \$30,000 road maintenance levy for roads in the immediate locality, which will be used by Council for maintenance and associated activities.

The proposed development is classified as State Significant Development as it has an overall capital investment value in excess of \$30 million and is currently under assessment by the NSW State Government Department of Planning, Industry and Environment. It is understood from the Proponent that construction is hoped to commence in 2021, with the first turbines coming on-line in 2023.

The purpose of this report is to seek Council's approval to place the draft Planning Agreement on public display for a period of at least 28 days and to undertake consultation with landowners in the immediate locality. A further report will be presented to Council for consideration at the conclusion of the public exhibition, including any submissions received.

FINANCIAL IMPLICATIONS

Financial implications of the Planning Agreement are further discussed in the body of the report.

POLICY IMPLICATIONS

Following Council's consideration, it is recommended that the draft Planning Agreement be entered into as soon possible.

The Planning Agreement will need to be placed on public display for a period of at least 28 days as Section 7.4 of the EP&A Act requires a Planning Agreement to be publicly exhibited for at least 28 days before it is made. Following conclusion of the public exhibition period, a separate report will be provided to Council outlining any submissions received.

RECOMMENDATION

- 1. That the report of the Manager Growth Planning dated 27 October 2020 be noted.**
- 2. That the draft Planning Agreement be placed on public display in accordance with the provisions of the Environmental Planning and Assessment Act 1979.**
- 3. That following conclusion of the public exhibition period, a further report be prepared for the consideration of Council, including any submissions received.**
- 4. That in the event that the Proponent increases the number of approved turbines, that the future planning agreement be negotiated with the Proponent.**
- 5. That the Chief Executive Officer be delegated the authority to enter into any Agreement made under this Policy.**

Steven Jennings
Manager Growth Planning

BACKGROUND

Council has received a request to enter into a Voluntary Planning Agreement (VPA) with CWP Renewables Pty Ltd for a proposed wind farm (known as the Uungula Wind Farm), which is proposed to consist of 97 turbines and associated infrastructure across approximately 8742 Ha of the north-east of the Local Government Area. The closest wind turbine to Wellington will be 14 km.

Council Staff have been working with the Proponent over an extended period of time towards the preparation of the draft Planning Agreement. A copy of the offer to enter into a Planning Agreement from CWP Renewables is provided here in **Appendix 1**. A copy of the draft Planning Agreement is provided here in **Appendix 2**.

The terms of the draft Planning Agreement are detailed as follows:

- \$3,309 per wind turbine installed (or proposed to be installed) per annum.
- Payments escalated by CPI commencing on construction commencement date.
- Payments allocated by per cent across four (4) funding streams or 'parts'.
- Funds would be paid to Council and allocated by a dedicated funding committee.

The figure of \$3,309 per turbine, per annum also includes a \$30,000 road maintenance levy for roads in the immediate locality, which will be used by Council for maintenance and associated activities.

The proposed development is classified as State Significant Development as it has an overall Capital Investment Value in excess of \$30 million and is currently under assessment by the NSW State Government Department of Planning, Industry and Environment. It is understood from the Proponent that construction is hoped to commence in 2021, with the first turbines coming on-line in 2023.

REPORT

1. What is a Planning Agreement?

A Planning Agreement is an agreement entered into between Council and a developer where the developer agrees to fund public amenities or infrastructure, dedicate land at no cost to Council, or provide monetary contributions or any other material public benefit, for a public purpose. In accordance with Part 7 Division 7.1 of the Environmental Planning and Assessment Act, 1979 (EP&A Act), a public purpose includes any of the following:

- The provision of public amenities or services;
- The provision of affordable housing;
- The provision of transport or other infrastructure relating to land;
- The funding or recurrent expenditure relating to the provision of public amenities or public services, affordable housing or transport or other infrastructure;
- The monitoring of the planning impacts of development; and

- The conservation or enhancement of the natural environment.

Planning Agreements were introduced into the EP&A Act on 8 July 2005. The use of Planning Agreements has increased as a result of their flexibility in allowing councils to capture public benefits outside of the infrastructure contributions system where there is a need for an innovative and flexible approach to deliver public infrastructure and services.

2. Proposed State Significant Development, Uungula Wind Farm

The Proponent is proposing to construct a total of 97 turbines to be installed at the subject site. In accordance with the provisions of the Wellington Local Environmental Plan 2012, wind turbines would be defined as ‘*electricity generating works*’, which means:

- “a building or place used for the purpose of*
- (a) making or generating electricity, or*
 - (b) electricity storage.”*

The proposed development is on land currently zoned as RU1 Primary Production under the Wellington Local Environmental Plan (WLEP) 2012. Under WLEP 2012, *electricity generating works are prohibited*. However, under clause 34(1b) of the State Environmental Planning Policy (Infrastructure) 2007 [ISEPP 2007], is permissible *with consent on any land in a prescribed rural, industrial or special use zone*”, and as the ISEPP 2007 overrides WLEP 2012, this proposal will be permissible with consent at the subject site.

3. Planning Agreement Structure

The draft Planning Agreement shall generally consist of four (4) separate components:

Part 1 – Strategic Analysis

Part 1 of the Planning Agreement would run for the first five (5) years of the Planning Agreement and would be for Council to undertake a range of strategic planning projects in respect of the following:

- The role of renewable energy and agriculture and the relative importance of each in this context, including Wellington.
- The importance of the Transgrid Network and whether expansion/augmentation of the network should be pursued in the national interest.
- How can we strategically plan Wellington for a potential role as a renewable energy hub?
- Should the development of renewables occur in certain locations in the former Wellington Local Government Areas?

Funding

The Strategic Analysis work included in Part 1 will cost \$50,000 per annum for the first five (5) years of the Planning Agreement.

Part 2 – Strategic Projects

Part 2 of the Planning Agreement would be for the provision of strategic projects throughout the Local Government Area. These projects would ideally be identified in a Council approved Strategy or Plan, and could include the Community Strategic Plan and the relevant Delivery Program and Operational Plan or a subsidiary Plan or Action Plan of Council.

Funding

Part 2 of the Planning Agreement will cost \$120,000 per annum for the life of the Planning Agreement (25 years).

Part 3 - Community Benefit Fund

Part 3 of the Planning Agreement will be for a Community Benefit Fund, which will be administered by Council's Solar and Wind Farm Committee. Funds will be available for projects in the former Dubbo Local Government Area and the former Wellington Local Government Area.

Funding

Part 3 of the Planning Agreement will cost \$120,000 per annum for the life of the Planning Agreement (25 years).

Part 4 - Road Maintenance Works

In addition to the Planning Agreement associated with community and other benefits, Council's Infrastructure Division has also requested that any Planning Agreement also include a component for ongoing maintenance of Twelve Mile Road and other roads in the locality to ensure the amenity of the area is maintained.

Funding

This component would be equal to \$30,000 per annum for the life of the Planning Agreement.

4. Council Consideration

Council has considered the suitability of entering into a Planning Agreement including whether it is in the public's best interests, whether it meets Council's strategic objectives, whether it meets the fundamental principles governing the use of Planning Agreements and whether it fits within the described circumstances in which Council can consider negotiating a Planning Agreement.

5. Public Exhibition

Section 7.4 of the EP&A Act requires a Planning Agreement to be publicly notified before it is made and an Explanatory Note made available for inspection for at least 28 days.

Following Council's consideration, it is recommended that the draft Planning Agreement be adopted and placed on public display for a period of at least 28 days. Adjoining and adjacent property owners are also required to be notified of the draft Planning Agreement.

The draft Planning Agreement and Explanatory Note will also be made publicly available on Council's website. Following conclusion of the public exhibition period, a separate report will be provided to Council outlining any submissions received.

SUMMARY

Council has received an offer from CWP Renewables Pty Ltd to enter into a Planning Agreement as attached here in **Appendix 1**. The Planning Agreement would result in Council receiving a total of \$320,973 per annum (subject to CPI increases) over the project's life span (i.e. 25 years). This will include a levy of \$30,000 per annum for road maintenance for the 25 year life span of the project for its impacts on Twelve Mile Road and other roads in the immediate locality.

It is recommended that draft Planning Agreement be adopted for the purposes of public exhibition. Following conclusion of the public exhibition period, a separate report will be provided to Council outlining any submissions received.

Appendices:

- 1 [↓](#) CWP Renewables Pty Ltd Offer to Council
- 2 [↓](#) Draft Planning Agreement

Project: Uungula Wind Farm



9 October 2020

Steven Jennings
 Manager Growth Planning
 Dubbo Regional Council
 Corner Church and Darling Streets DUBBO NSW 2830 | P.O. Box 81 DUBBO NSW 2820

Dear Mr Steven Jennings,

RE: Proposed Uungula Wind Farm – Planning Agreement Discussions, CWP Renewables and Dubbo Regional Council

I am writing to you in response to your letter dated 21 August 2020 (“Proposed Uungula Wind Farm – Planning Agreement Discussions, CWP Renewables and Dubbo Regional Council”, your reference: FILE11/63, ED20/143478, SJ:BB). Thank you for outlining Dubbo Regional Council’s (DRC’s) position regarding the proposed Uungula Wind Farm’s potential Voluntary Planning Agreement (VPA) with DRC. Acknowledging your letter, our letter of 26 March 2020 and phone discussions subsequent, I have drafted a Voluntary Planning Agreement (VPA) format accompanying this letter.

Uungula Wind Farm Pty Ltd has prepared the accompanying VPA for discussion and negotiation on the broadly accepted terms:

- Commercial terms:
 - \$3,309 per wind turbine installed (or proposed to be installed) per annum.
 - Payments escalated by CPI commencing on construction commencement date.
 - Payments allocated by % across four funding streams or ‘parts’.
 - Funds would be paid to Council and allocated by a dedicated funding committee.
- The VPA terms and legal agreement would need to be accepted by the elected Councillors following a 28 day public exhibition period.
- On DRC advice there could be no reservation of funds exclusively for the former Wellington LGA (as is heard by CWPR in consultation) due to DRC’s standing approach to amalgamating major projects’ VPA contributions from within the LGA for reasons of efficiency and governance, but that the UWF CCC would be consulted on expenditure.

Uungula Wind Farm Pty Ltd understands that DRC’s approach is to direct funding across four areas of funding which have been notified by DRC staff as:

- Funding Part 1: Strategic Analysis
- Funding Part 2: Strategic Projects
- Funding Part 3: Community Benefit Fund
- Funding Part 4: Road Maintenance Works

I can talk to the detail to Councillors and senior Council staff at a workshop as agreed on 19 October and look forward to further discussion and negotiation on this matter.

Yours sincerely,

Matthew Flower | Project Manager | CWP Renewables Pty Ltd
Matthew.Flower@cwprenewables.com

PO Box 1708 | 45 Hunter Street | Newcastle NSW 2300 t 02 4013 4640 cwprenewables.com

Uungula Wind Farm

Planning Agreement

Between
Dubbo Regional Council

Uungula Wind Farm Pty Ltd

DRAFT - FOR CONSULTATION ONLY

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Planning Agreement

Date

Between the parties	
	<p>Dubbo Regional Council ABN 53 539 070 928 of Corner of Church and Darling Street, Dubbo NSW 2830 (Council)</p>
	<p>Uungula Wind Farm Pty Ltd ABN 68 143 399 295 of Suite 1.01 Level 1, 17 Moore Street, Canberra, ACT 2601 (Company)</p>
Recitals	<ol style="list-style-type: none"> 1 The Company has agreed to pay Monetary Contributions in relation to the Uungula Wind Farm to the Council's Uungula Wind Farm 1 (PA) on the terms of this agreement. 2 The Council agrees to be the custodian of the Monetary Contributions paid by the Company to the Uungula Wind Farm 1 VPA and to distribute and expend the funds in the Uungula Wind Farm 1 VPA in accordance with this agreement and the Resolutions of Council's Solar 3 The Company has lodged the Uungula Wind Farm Development Application.
Now it is agreed as follows:	

1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this agreement are set out below.

Term	Meaning
Approved Local Projects	each Local Project for whatever purpose (as determined by Council after recommendation by the Committee) approved for funding from the Ungula Wind Farm 1 (VPA) in accordance with this agreement.
Auditor	an appropriately qualified auditor appointed by the Council.
Committee	<p>the committee established to administer the Ungula Wind Farm 1 (VPA) in accordance with Dubbo Regional Council Solar and Wind Farm Committee INCLUDING A CROSS REFERENCE TO SCHEDULE 2 OF THIS AGREEMENT WHERE A COMMITTEE CHARTER OR SCOPE COULD BE PLACED and, comprising:</p> <ul style="list-style-type: none"> • The Mayor • Two (2) Councillors • Chief Executive Officer • Director Liveability • Director Development and Environment
2	the number of wind turbines committed to be constructed as notified to the Council within 30 days after the Construction Commencement Date then annually upon 1 July. A Committed Turbine to be Constructed is no longer a Committed Turbine to be Constructed once it becomes Operating Turbines.
Committee Charter	the charter governing aspects of the governance of the Committee, as modified from time to time, contained in Schedule 2 of this agreement.
Contribution Year	Means every 12 month period from 1 July each year.

Term	Meaning
Construction Commencement Date	the same definition as provided in the Uungula Wind Farm Development Consent.
Costs	includes costs, charges and expenses, including those incurred in connection with advisers. The cost of administering the Uungula Wind Farm 1 (VPA) shall be paid to Council out of the Monetary Contribution on an as needed basis and shall be no more than \$5,000 per annum, indexed to CPI over the life of the project
EP&A Act 1979	the <i>Environmental Planning and Assessment Act 1979 (NSW)</i> as amended from time to time.
Uungula Wind Farm 1 (VPA)	Council will establish through the subject Voluntary Planning Agreement.
Funding Part	Any one of the four funding parts: Funding Part 1, Funding Part 2, Funding Part 3, Funding Part 4.
Funding Part 1	<p>Strategic Analysis as defined by Council including but not limited to:</p> <ul style="list-style-type: none"> - Analysing the role of renewable energy and agriculture in the Wellington region. - Strategic planning to position Wellington to capitalise on renewable energy. - How can we strategically plan Wellington for a potential role as a renewable energy hub? - The importance of the Transgrid Network and whether expansion/augmentation of the network should be pursued in the national interest.

Term	Meaning
Funding Part 2	Strategic Projects as defined by Council in the 2040 Community Strategic Plan and the relevant Delivery Program and Operational Plan or a subsidiary Plan; or - n Action Plan of Council.
Funding Part 3	Community Benefit Fund for eligible Local Projects across the Dubbo Regional Local Government Area.
Funding Part 4	Road Maintenance Works for ongoing maintenance of Twelve Mile Road, Ungula Road, Wuuluman Road, Yarragal Road and Ilgingery Road.
Index Number	the Consumer Price Index for Canberra number or equivalent index published from time to time by the Australian Bureau of Statistics.
Local Projects	any projects proposed to be carried out within the Dubbo Regional Council local government area eligible under Funding Part 3 which are aimed at: <ol style="list-style-type: none"> 1 enhancing any aspect of the local environment including, but not limited to, ameliorating any impacts from the Ungula Wind Farm; or 2 providing any community service or facility or benefit or educational assistance, <p>Members of the community through incorporated or registered not for profit</p>
Mediator	a person appointed as mediator under clause 11.5 of this agreement.
Monetary Contribution	the amount of \$3,309 per annum per turbine constructed or under construction within Dubbo Regional Council Local Government Area as adjusted in accordance with clause 5.1(c) of this agreement.
Operating Turbine	each wind turbine constructed and commissioned as part of the Ungula Wind Farm which generates electricity into the transmission network during any part of the relevant Contribution Year within Dubbo Regional Council Local Government Area.

Term	Meaning
Regulation	the <i>Environmental Planning and Assessment Regulation 2000</i>
Uungula Wind Farm Development Application	The application SSD 6687 lodged with the Minister for Planning under the EP&A Act 1979 on 20 May 2020, as modified from time to time.
Uungula Wind Farm Development Consent	The development consent granted by the Minister pursuant to the Uungula Wind Farm Development Application as modified from time to time.
Uungula Land	<ul style="list-style-type: none"> all land on which it is proposed that associated and ancillary infrastructure for the Uungula Wind Farm that is within the Dubbo Regional Local Government Area as specified in the Uungula Development Consent; and the land that is the subject of and is described in the Uungula Wind Farm Development Application.
Uungula Wind Farm	the construction and operation of a wind energy facility to be known as the Uungula Wind Farm, on the Uungula Land consisting of up to 97 wind turbines, an energy storage facility, ancillary infrastructure and associated infrastructure as authorised by the Uungula Wind Farm Development Consent. Also referred to in this agreement as the Development.
Uungula Wind Farm Community Consultative Committee	a Community Consultative Committee for the Uungula Wind Farm in accordance with the NSW Government's Community Consultative Committee Guidelines for State Significant Projects January 2019

1.2 Interpretation

- (a) Clause headings are for convenience only and will be ignored in the interpretation of this agreement.
- (b) References to a party include the successors and permitted assigns of that party.
- (c) Words importing the singular include the plural and words importing the plural include the singular.
- (d) Words importing a person include a corporation, firm or body corporate.
- (e) Nothing contained in this agreement will be deemed or construed as creating the relationship of partnership.

- (f) References to a month mean a calendar month and a reference to a year means a calendar year.
- (g) References to any document include any permitted amendment, supplement to or replacement or novation of the document.
- (h) References to any legislation or to any section or provision of any legislation includes any:
 - (1) statutory modification or re-enactment of or any statutory provision substituted for that legislation, section or provision; or
 - (2) ordinances, by-laws, regulations and other statutory provision substituted for that legislation, section or provision.
- (i) Other grammatical forms of defined words or expressions have corresponding meanings.
- (j) 'Including' and similar expressions are not words of limitation.

2 Planning Agreement

The parties agree that this agreement is a planning agreement governed by Subdivision 2 of Division 7.1 of Part 7 of the EP&A Act 1979.

3 Application of this agreement

This agreement applies to the Uungula Wind Farm Development Consent and evidences the Company and the Company's compliance with the relevant condition(s) of the Uungula Development Consent.

4 Operation of this agreement

The parties agree that this agreement will not operate or bind the parties unless and until the Company achieves the Construction Commencement Date.

5 Payment of the Monetary Contribution

5.1 The Monetary Contribution

- (a) The Company must pay to the Council the Monetary Contribution in arrears within 14 days of 1 July of each year for each Committed Turbine to be Constructed during the preceding Contribution Year.
- (b) The Company must pay to the Council the Monetary Contribution in arrears within 14 days of 1 July of each year for each turbine which was an Operating Turbine during the preceding Contribution Year.
- (c) The parties agree that the Monetary Contribution will be reviewed on 1 July of each year in accordance with the following formula:

$$MC = \underline{A} \times \underline{B}$$

C

Where:

MC = the Monetary Contribution payable for the following Contribution Year;

A = the Monetary Contribution payable during the Contribution Year just ended;

B = the Index Number last published before the end of the Contribution Year just ended; and

C = the Index Number last published before the commencement of the Contribution Year just ended.

- (c) The monetary contribution is a taxable supply for GST in accordance with Clause 12.

5.2 General

- (a) The obligation of the Company to pay any Monetary Contribution under this agreement will cease on the date on which the last of the Operating Turbines is decommissioned.
- (b) The parties agree that the Monetary Contribution paid in accordance with this agreement will have the public purpose of facilitating the Funding Parts.
- (c) The Company agrees to pay interest on any overdue part or whole of the Monetary Contribution payable:
- (1) from the date on which the overdue part or whole of the Monetary Contribution is due for payment under this agreement;
 - (2) until the date on which the overdue part or whole Monetary Contribution is paid,

at the bank bill swap interest rate within Australia that is published by the Australian Financial Markets Association, during the relevant period when the relevant Monetary Contribution is overdue.

6 UUNGULA WIND FARM 1 VPA

6.1 Establishment of the UUNGULA WIND FARM 1 VPA TO BE REPLACED / AMENDED BY DRC BY NEGOTIATION CONSIDERING FUND ESTABLISHMENT AND GOVERNANCE]

- (a) The Council must hold and apply all Monetary Contributions paid by the Company under this agreement in accordance with clause 5.2(b).
- (b) The Council must invest all Monetary Contributions paid by the Company under this agreement in an interest-Uungula Wind Farm 1 VPA pursuant to the provisions of section 625 of the Local Government Act 1993.
- (c) The Committee may disburse Monetary Contributions paid by the Company under this agreement to any Funding Part in accordance with the percentage allocations outlined in Schedule 3.

6.2 The Committee

- (a) The Council must establish the Committee on or before the date on which the first instalment of the Monetary Contribution is paid under this agreement.
- (b) The Council must procure that the role of the Committee includes:
 - (1) the allocation of funds across each Funding Part in accordance with the percentage allocations outlined in Schedule 3;
 - (2) to determine the form in which applications for funding for Local Projects under Funding Part 3 from the Ungula Wind Farm 1 VPA
 - (3) to recommend to the Council which applications for funding for Local Projects should be funded under Funding Part 3 from the Wind Farm Community Consultative Committee; and
 - (4) to appoint the Auditor as required by clause 6.7(a).

6.3 Notification to Company

The Council must procure that the Committee:

- (a) annually notifies the Company by <DATE> of the proposed targets of funding under each Funding Part for the following 12 month period including the amounts of funding [NOTE TO DRC THAT WE WOULD BE OPEN TO YOUR REPORTING/FUNDING DECISION CALENDAR DATES IN THIS REGARD];
- (b) annually notifies the Company by <DATE> of the recipients of funding under each Funding Part for the preceding 12 month period including the amounts of funding [NOTE TO DRC THAT WE WOULD BE OPEN TO YOUR REPORTING/FUNDING DECISION CALENDAR DATES IN THIS REGARD]; and
- (c) if requested by the Company, consult the Company in relation to applications made for funding for Local Projects from the Ungula Wind Farm 1 VPA.

6.4 Call for Funding Applications Specific to Funding Part 3

During:

November to January in each year in which there are funds in the

Ungula Wind Farm 1 VPA; or [NOTE TO DRC THAT THESE DATES CAN WORK WITH YOUR FUNDING CALENDAR DATES]

- (a) any further period determined by the Committee

the Council must publicly advertise in relevant local media and in the local newspapers the availability of funds in the allocation for Funding Part 3 in the Ungula Wind Farm 1 VPA and call for applications to be made to the Committee, in the form required by the Committee, from the public, community groups and individuals for funding for Local Projects (**Funding Applications**).

6.5 Allocation of Funds

- (a) The Council must procure that the Committee makes recommendations to the Council as to the target activities under each Funding Part the Committee recommends be funded from the Ungula Wind Farm 1 VPA.

- (b) The Council must allocate funds by Funding Part in accordance with the percentage allocations outlined in Schedule 3.
- (c) The agreement expressly authorises Council to progressively or otherwise pool funds to fund prioritised activities under each Funding Part as recommended by the Committee.
- (d) The Council must:
 - (1) consider the funding recommendations of the Committee;
 - (2) procure that Council confirms which target activities or Local Projects under each Funding Part will be funded from the Uungula Wind Farm 1 VPA
 - (3) Uungula Wind Farm 1 VPA> in accordance with the recommendations of the Committee; and
 - (4) Uungula Wind Farm 1 VPA, any Committee consultation with the Company pursuant to clause 6.3(c); and
- (e) The Council must pay funds from the Uungula Wind Farm 1 VPA to each target activity or Local Project under the relevant Funding Part and may require each Approved Local Project to enter into a Funding Agreement where appropriate.

6.6 Public Recognition

- (a) The Council must publicly and positively acknowledge:
 - (1) the payment of the Monetary Contribution by the Company; and
 - (2) the Company's role in funding any each target activity or Local Project under the relevant Funding Part via the Uungula Wind Farm 1 VPA.
- (b) The form of public acknowledgment required by clause 6.6(a) is to be agreed by the Council and the Company (acting reasonably) but must include:
 - (1) The prominent inclusion of the Company's logo in any advertisement for Funding Applications or an announcement made in relation to the target activity or Local Project under the relevant Funding Part (including Approved Local Projects); and
 - (2) where appropriate for particular each target activity or Approved Local Project under the relevant Funding Part, a permanent sign recognising that the target activity or Approved Local Project under the relevant Funding Part was funded by the Company via the Uungula Wind Farm 1 VPA.

6.7 Auditing

- (a) During each year in which there are funds in the Uungula Wind Farm 1 VPA, the Council must appoint an Auditor to reconcile:
 - (1) the Monetary Contribution paid by the Company under clause 5;
 - (2) any payments made by the Council in accordance with clause 6.5;
 and identify any corrective payments required.
- (b) The Company and the Council must make any corrective payments identified by the Auditor as being necessary to reconcile the Uungula Wind Farm 1 VPA.
- (c) The costs of the Auditor will be paid out of the Uungula Wind Farm 1 VPA.

7 Application of sections 7.11 and 7.12 of the EP&A Act 1979 to the Development

The parties agree that as the Uungula Wind Farm is wholly excluded from the application of sections 7.11 and 7.12 of the EP&A Act 1979, the terms of this agreement and the Uungula Wind Farm 1 VPA are, in effect, offered by the Company in substitution for the contributions that would otherwise be made under sections 7.11 or 7.12 of the EP&A Act 1979.

8 No Registration

The parties agree that this agreement will not be registered on the Uungula Land pursuant to section 7.6 of the EP&A Act 1979.

9 Disposal by the Company of its interest in the Development

- (a) Subject to clause 9(b), the Company must not without the consent of the Council and the Minister (as appropriate, which consent shall not be unreasonably withheld or delayed) assign, transfer or otherwise deal with the Company's rights, duties or obligations under this agreement.
- (b) The Council and the Minister agree that the Company may assign, transfer or otherwise deal with the Company's rights, duties or obligations under this agreement to:
- (1) a related body corporate of the Company (within the meaning of the *Corporations Act 2001* (Cth)) or a partnership comprised of related bodies corporate of the Company;
 - (2) a joint venturer or partner of the Company in respect of the Uungula Wind Farm; or
 - (3) any third party, subject to the Company proving to the reasonable satisfaction of the Council and the Minister (as appropriate) that such party is able to comply with the Company's obligations under this agreement (and to avoid any doubt the consent of the Council and the Minister (as appropriate) is not required if the third party has, or is a related body corporate of a company (within the meaning of the *Corporations Act 2001* (Cth)) which has experience with wind farm projects or other similar infrastructure projects),
without the consent of the Council and the Minister (as appropriate).
- (c) The Company shall be released and discharged from any obligations under this agreement on and from the date of the assignment and the performance of the terms of this agreement from the date of the assignment and from all claims and demands in connection with this agreement that arise after the date of the assignment in the event of the Company assigning Company's rights and obligations under this agreement provided always that the Company is responsible for any action claim or demand with respect of the performance of this agreement for any period prior to and including the date of the assignment.

10 No fetter

Nothing in this agreement shall be construed as requiring the Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

11 Dispute Resolution

11.1 Notice of Dispute

If a party claims that a dispute has arisen under this agreement (**Claimant**), it must give written notice to the other party (**Respondent**) stating the matters in dispute and designating as its representative a person to negotiate the dispute (**Claim Notice**).

11.2 Response to Notice

Within 20 business days of receiving the Claim Notice, the Respondent must notify the Claimant of its representative to negotiate the dispute.

11.3 Negotiation

The nominated representatives must:

- (a) meet to discuss the matter in good faith within 10 business days after service by the Respondent of notice of its representative; and
- (b) use reasonable endeavours to settle or resolve the dispute within 15 business days after they have met.

11.4 Further Notice if not Settled

If the dispute is not resolved within 15 business days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute (**Dispute Notice**).

11.5 Mediation

The parties agree that a dispute shall be mediated if it is the subject of a Dispute Notice, in which case:

- (a) the parties must agree the terms of reference of the mediation within 5 business days of the receipt of the Dispute Notice (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
- (b) the appointment of a Mediator will be agreed between the parties, or failing agreement within 5 business days of receipt of the Dispute Notice, either party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply to appoint a mediator;
- (c) the Mediator appointed pursuant to this clause 11.5 must:
 - (1) have reasonable qualifications and practical experience in the area of the dispute; and

- (2) have no interest or duty which conflicts or may conflict with her function as mediator, she being required to fully disclose any such interest or duty before her appointment;
- (d) the Mediator shall be required to undertake to keep confidential all matters coming to her knowledge by reason of her appointment and performance of her duties;
- (e) the parties must within 5 business days of receipt of the Dispute Notice notify each other of their representatives who will be involved in the mediation;
- (f) the parties agree to be bound by any mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement;
- (g) in relation to costs and expenses:
 - (1) each party will bear their own professional and expert costs incurred in connection with the mediation;
 - (2) the costs of the Mediator will be shared equally by the parties unless the Mediator determines a party has engaged in vexatious or unconscionable behaviour in which case the Mediator may require the full costs of the mediation to be borne by that party.

11.6 Litigation

If the dispute is not finally resolved in accordance with clause 11.5, either party is at liberty to litigate the dispute.

11.7 Exchange of information

The parties acknowledge that the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this clause is to attempt to settle the dispute between the parties. No party may use any information or documents obtained through the dispute resolution process established by this clause 11 for any purpose other than an attempt to settle a dispute between the parties.

11.8 Continue to perform obligations

Each party must continue to perform its obligations under this agreement, notwithstanding the existence of a dispute.

12 GST

12.1 Interpretation

- (a) Except where the context suggests otherwise, terms used in this clause 7 have the meanings given to those terms by the *A New Tax System (Goods and Services Tax) Act 1999* (as amended from time to time).
- (b) In this clause 12:
 - (1) **"monetary consideration"** means any consideration expressed as an amount of money; and
 - (2) **"non taxable supply"** means a supply that is not a taxable supply.

- (c) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause.
- (d) A reference to something done (including a supply made) by a party includes a reference to something done by any entity through which that party acts.

12.2 Reimbursements

Any payment or reimbursement required to be made under this agreement that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

12.3 Additional amount of GST payable

If GST becomes payable on any supply made by a party ("**Supplier**") under or in connection with this agreement:

- (a) any amount payable or consideration to be provided under any provision of this agreement (other than this clause), for that supply is exclusive of GST;
- (b) any party ("**Recipient**") that is required to provide consideration to the Supplier for that supply must pay an additional amount to the Supplier equal to the amount of the GST payable on that supply ("**GST Amount**") at the same time as any other consideration is to be first provided for that supply; and
- (c) the Supplier must provide a tax invoice to the Recipient for that supply, no later than the time at which the GST Amount for that supply is to be paid in accordance with this clause.

12.4 Variation

- (a) If the GST Amount properly payable in relation to a supply (as determined in accordance with clause 12.3), varies from the additional amount paid by the Recipient under clause 12.3, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient.
- (b) The Supplier must issue an adjustment note to the Recipient in respect of any adjustment event occurring in relation to a supply made under or in connection with this agreement as soon as reasonably practicable after the Supplier becomes aware of the adjustment event.

13 General

13.1 Costs

The parties agree to meet their own Costs in connection with:

- (a) the negotiation, preparation and execution of this agreement;
- (b) performing its obligations under this agreement; and
- (c) the advertising and exhibiting of this planning agreement in accordance with the EP&A Act 1979.

13.2 Notices

- (a) A party notifying or giving notice under this agreement must do so in writing addressed to that party in accordance with the details nominated in Schedule 1 (or any alternative details nominated to the sending party by notice).
- (b) A notice given in accordance with clause 13.2(a) will be deemed to have been given and received:
 - (1) if delivered, on receipt;
 - (2) if posted via registered post, three business days after posting;
 - (3) if sent by email on confirmation of the correct transmission of the email; and
 - (4) any notice received after 5.00 pm or on a day not a business day shall be deemed to have been received at 9.00 am on the next business day.

13.3 Waiver

- (a) The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement, does not amount to a waiver of any obligation of, or a breach of obligation by, another party;
- (b) A waiver by a party is only effective if it is in writing and signed by the party against whom the waiver is claimed;
- (c) A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

13.4 Governing Law

This agreement is governed by New South Wales law and each party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement.

13.5 Prior Agreements Superseded

This agreement:

- (a) wholly replaces and excludes all prior agreements, correspondence, negotiations, representations, explanations and statements between the parties covering or in connection with the matters covered by this agreement; and
- (b) is the entire agreement between the parties in respect of the matters covered by this agreement.

13.6 Modification of Agreement

- (a) The parties note that pursuant to clause 25C of the Regulation, this Agreement may be amended or revoked by further agreement in writing signed by the parties to the Agreement (including by means of a subsequent planning agreement).

- (b) The parties note that in the event that this agreement is amended or revoked, Council is to ensure that public notice of the proposed amendment or revocation is given in accordance with clause 25D of the Regulation.

13.7 Representations and Warranties

The parties represent and warrant that they have power to enter into this agreement and comply with their obligations under the agreement and that entry into this agreement will not result in the breach of any law.

13.8 Severability

- (a) If any provision of this agreement is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (b) Clause 13.8(a) does not apply where the provision to be severed would materially adversely affect the nature or extent of a party's obligations under this agreement.

13.9 Confidentiality, Media Releases and Enquiries

- (a) The parties agree that the terms of this executed agreement are not confidential and this agreement may be treated as a public document and exhibited or reported without restriction by any party.
- (b) If requested by a party, the other party must not issue, publish or authorise any media release or advertisement concerning this agreement, without obtaining the other party's prior written approval (which approval may not be unreasonably withheld).

13.10 Counterparts

This agreement may be executed in any number of counterparts that together will constitute one instrument. A party may execute this agreement by signing any counterpart.

13.11 No Fiduciary Relationship

Nothing in this agreement will be construed or interpreted as constituting the relationship between the parties as that of a partnership, joint venture or any form of fiduciary relationship.

13.12 Further Acts

Each party must promptly execute all documents and do all things reasonably required to effect, perfect or complete this agreement and all transactions incidental to it.

13.13 Enforcement

Subject to compliance with clause 11, this agreement may be enforced by any party in any court of competent jurisdiction.

Schedule 1

Schedule 1: Notice Details

Dubbo Regional Council

Address <INSERT>
<INSERT>
Attention <INSERT>

Email <INSERT>

**Uungula Wind Farm Pty Ltd
C/O CWP Renewables**

Address Suite 1.01 Level 1
17 Moore Street
Canberra
ACT 2601
Attention Matthew Flower
Email Matthew.flower@cwprenewables.com

DRAFT - FOR CONSULTATION ONLY

Schedule 2

Schedule 2: Committee Details

DRAFT - FOR CONSULTATION ONLY

Schedule 3

Schedule 3: Funding Composition

Funding Part	Focus Area	Percentage (%) Expenditure Allocation of the Total	
		Year 1-5	Year 6-onwards
Funding Part 1	Strategic Analysis as defined by Council in <DOCUMENT>	15	0
Funding Part 2	Strategic Projects as defined by Council in <DOCUMENT>	38	45.5
Funding Part 3	Community Benefit Fund	38	45.5
Funding Part 4	Road Maintenance Works	9	9

Executed as an agreement

The Common Seal of Dubbo Regional Council ABN 53 539 070 928 is fixed to this document in the presence of:

Signature of sole Director and sole Company Secretary

Full name (print)

Signed and delivered for Dubbo Regional Council

sign here ► Authorised Officer

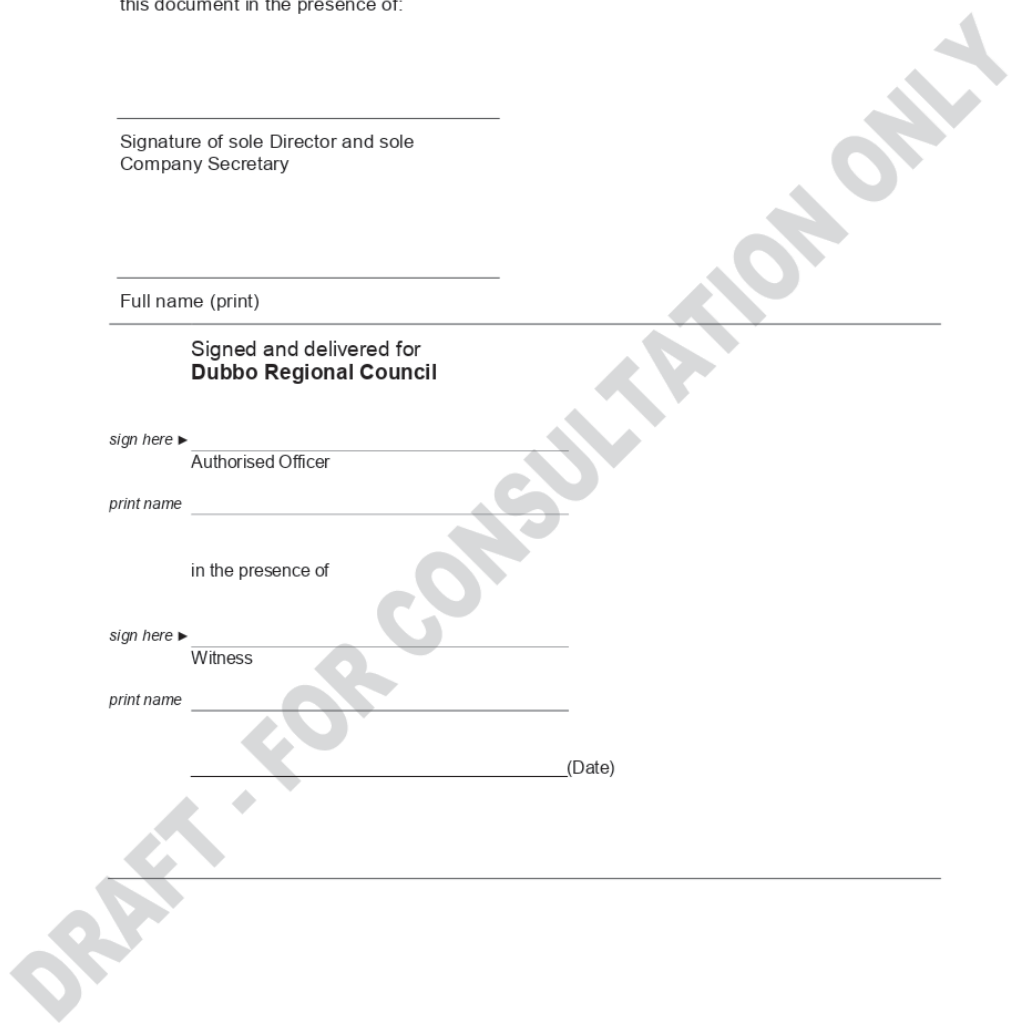
print name

in the presence of

sign here ► Witness

print name

(Date)



Signed and delivered for
Uungula Wind Farm Pty Ltd

sign here ► _____
Authorised Officer

print name _____

in the presence of

sign here ► _____
Witness

print name _____

_____ (Date)

Executed by Uungula Wind Farm Pty Ltd)
ABN ABN 68 143 399 295 Company)
in accordance with section 127(1) of the)
Corporations Act 2001 (Cth):

Signature of director

Signature of director

Name (please print)

Name (please print)