

RECEIVED
29 AUG 2017
FROM CWFR SA.

Planning Agreement

Crudine Ridge Wind Farm

between

Mid-Western Regional Council
ABN 96 149 391 332
(Council)

and

Crudine Ridge Wind Farm Pty Ltd
ABN 51 143 399 160
(Developer)

MID-WESTERN REGIONAL COUNCIL
RECORDS
RECEIVED
04 SEP 2017
 SCANNED
 REGISTERED

Table of contents

1	Defined terms & interpretation	1
1.1	Defined terms	1
1.2	Interpretation.....	3
1.3	Headings.....	4
2	Planning Agreement under the Act	4
3	Application of this Agreement	4
4	Operation of this Agreement	4
5	Development Contributions	4
6	Consultation with and Recognition of the Developer	4
7	Application of sections 94, 94A and 94EF of the Act	5
8	Dispute Resolution	5
8.1	No arbitration or court proceedings	5
8.2	Notification	5
8.3	Parties to resolve Dispute.....	5
8.4	Mediation	5
8.5	Confidentiality	5
8.6	Costs.....	5
8.7	Termination of process	5
8.8	Breach of this clause	6
9	Enforcement	6
10	Termination	6
11	Review of this Agreement	6
12	Assignment	6
13	No fetter	7
13.1	Discretion	7
13.2	No fetter	7
14	Notices	7
14.1	Notices	7
14.2	Notices sent by email.....	8
14.3	Receipt of Notices sent by email	8
15	GST	9
15.1	Defined GST terms	9
15.2	GST to be added to amounts payable	9
15.3	Tax invoice.....	9
15.4	GST obligations to survive termination	9
16	General	9
16.2	Time for doing acts	9
16.3	Further assurances	10
16.4	Variation.....	10
16.5	Counterparts	10
16.6	Legal expenses.....	10
16.7	Entire agreement	10
16.8	Invalidity	10
16.9	Waiver.....	10
16.10	Governing law and jurisdiction.....	10
	Schedule 1	11
	Section 93F Requirements	11

Schedule 2..... 12
 Land to which this Agreement applies..... 12

Schedule 3..... 16
 Explanatory Note 16

between **Mid-Western Regional Council** ABN 96 149 391 332 of 86 Market Street, Mudgee NSW 2850 (**Council**)

and **Crudine Ridge Wind Farm Pty Ltd** ABN 51 143 399 160 of 81 Flinders Street, Adelaide SA 5000 (**Developer**)

Recitals

- A On 16 February 2011, the Developer lodged State Significant Development Application No. SSD 6697 with the Department seeking Development Consent to carry out the Development on the Land.
- B On 10 May 2016, Development Consent was granted by the Planning Assessment Commission as delegate of the Minister for Planning.
- C Condition 16 of the Development Consent requires the Developer to enter into a Planning Agreement with Council.
- D The Development is situated partially in the local government area of Council and the local government area of Bathurst Regional Council.
- E This Agreement relates only to the land the subject of the Development Consent and the part of the Development that is located in the local government area of Council.
- F By way of this Agreement, the Developer agrees to provide the Development Contributions on the terms and conditions of this Agreement pursuant to section 93F of the Act.

Now it is agreed as follows:

1 Defined terms & interpretation

1.1 Defined terms

The meaning of capitalised terms and the provisions relating to the interpretation of this Agreement are as follows:

Act means the *Environmental Planning and Assessment Act 1979* (NSW);

Agreement means this Planning Agreement including any schedules;

Approval means any consent, modification, certificate, licence, permit, approval or other requirement of any Authority having jurisdiction in connection with the activities contemplated by this Agreement;

Authority means any government, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal or agency;

Business Day means any day except for a Saturday, Sunday, or bank or public holiday in Sydney;

Commencement Date means the day on which this Agreement comes into operation in accordance with clause 4;

Consent Authority has the same meaning as in section 4 of the Act;

CPI means the All Groups Consumer Price Index applicable to Sydney published by the Australian Bureau of Statistics;

Operation Date means the day on which the Development begins operation in accordance with the definition in the Development Consent;

Party means a party to this Agreement, including their successors and assigns;

Planning Agreement has the same meaning as in section 93C of the Act;

Regulation means the *Environmental Planning and Assessment Regulation 2000* (NSW); and

Term means the period from the Operation Date until the cessation and decommissioning of the wind farm in accordance with the conditions of the Development Consent for the Development on the Land.

1.2 Interpretation

In this Agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this agreement, and a reference to this agreement includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (f) a reference to time is to Sydney, Australia time;
- (g) a reference to a party is to a party to this agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (k) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (l) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (n) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it; and

Department means the Department of Planning and Environment or any other Authority replacing it;

Development means the development approved under the Development Consent comprising the development of a wind farm involving:

- up to 135 megawatts (MW) of installed electricity capacity;
- up to 37 wind turbines and associated operating infrastructure including internal access roads, site compound and crane hardstand areas;
- electrical infrastructure including main collector substation, secondary collector station, underground and overhead electricity transmission lines and switching station;
- temporary construction facilities include mobile concrete batching plant and rock crushing facilities and site compound;
- road upgrades along the project transport routes; and
- progressive rehabilitation of disturbed areas.

Development Application has the same meaning as in section 4 of the Act;

Development Consent means State Significant Development Consent No. SSD-6697 granted by the Minister under s89E of the Act;

Development Contribution Amount means:

- (a) \$1,250.00 ;
multiplied by:
- (b) the name plate megawatt (MW) capacity of the wind turbine generators installed in the Development on the Land;
multiplied by:
- (c) the number of wind turbine generators installed in the Development on the Land,
per annum;

Development Contributions means the contributions as specified in clause 5;

Financial Year means each 12 month period during the Term commencing on 1 July each year and ending on 30 June each year;

GST has the same meaning as in the GST Law;

GST Law has the same meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST;

Land means the land listed in Schedule 2 that is the subject of the Development Consent and that is situated in the Council's local government area;

Law means:

- (a) the common law including principles of equity;
- (b) the requirements of all statutes, rules, ordinances, codes, regulations, proclamations and by-laws; and
- (c) any Approval, including any condition or requirement under it;

- (o) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2 Planning Agreement under the Act

The Parties agree that this Agreement is a Planning Agreement governed by Subdivision 2 of Division 6 of Part 4 of the Act.

3 Application of this Agreement

This agreement applies to the Land and the Development.

4 Operation of this Agreement

This Agreement operates on and from the date this Agreement is entered into as required by clause 25C(1) of the Regulation.

5 Development Contributions

- (a) For the length of the Term, the Developer is to make contributions in the amount of Development Contribution Amount.
- (b) The Development Contribution Amount for the first year of the Term is to be made within three months of the Operation Date.
- (c) Development Contribution Amounts for each subsequent year is to be made within three months of the relevant anniversary of the Operation Date.
- (d) Commencing on the first anniversary of the Operation Date, the Development Contribution Amount will be adjusted to take into account changes in CPI from the prior anniversary of the Operation Date (or in the case of the first review, the Operation Date) and the current anniversary of the Operation Date.
- (e) A Development Contribution Amount is made for the purposes of this Agreement when the Council receives the full amount of the contribution payable under this Agreement in cash or by unendorsed bank cheque or by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the Council.

6 Consultation with and Recognition of the Developer

The Council acknowledges and agrees that it will:

- (i) manage and distribute the Development Contribution Amounts towards funding community projects in the area surrounding the site of the Development on the Land; and

- (ii) reasonably recognise the Developer's contribution to the funding and delivery of the public purpose(s) for which the Development Contribution Amounts are used.

7 Application of sections 94, 94A and 94EF of the Act

This Agreement excludes application of sections 94 and 94A of the Act to the Development.

This Agreement does not exclude the application of s94EF of the Act to the Development.

8 Dispute Resolution

8.1 No arbitration or court proceedings

If a dispute arises out of this agreement (Dispute), a Party must comply with this clause 8 before starting arbitration or court proceedings (except proceedings for interlocutory relief).

8.2 Notification

A Party claiming a Dispute has arisen must give the other Party to the Dispute notice setting out details of the Dispute.

8.3 Parties to resolve Dispute

During the 14 days after a notice is given under clause 8.2 (or longer period if the Parties to the Dispute agree in writing), each Party to the Dispute must use its reasonable efforts to resolve the Dispute. If the Parties cannot resolve the Dispute within that period, they must refer the Dispute to a mediator if one of them requests.

8.4 Mediation

- (a) If the Parties do not agree within 14 days of receipt of notice under clause 8.3 (or any further period agreed in writing by them), the Parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales.
- (b) If the Parties do not agree on a mediator a party may at any time request the President of the Planning Institute (NSW Division) or the President of the NSW Law Society, whichever is the most appropriate, to select the mediator and determine the mediator's remuneration, which cost must be borne by the Parties equally.

8.5 Confidentiality

Any information or documents disclosed by a Party under this clause 8:

- (a) must be kept confidential; and
- (b) may only be used to attempt to resolve the Dispute.

8.6 Costs

Each Party to a Dispute must pay its own costs of complying with this clause 8. The parties to the Dispute must equally pay the costs of any mediator.

8.7 Termination of process

- (a) A Party to a Dispute may terminate the dispute resolution process by giving notice to each other after it has complied with clauses 8.1 to 8.3.
- (b) Clauses 8.5 and 8.6 survive termination of the dispute resolution process.

8.8 Breach of this clause

If a Party to a Dispute breaches this clause 8, the other Party to the Dispute does not have to comply with those clauses in relation to the Dispute.

9 Enforcement

- (a) Without limiting any other remedies available to the Parties, this Agreement may be enforced by any Party in any Court of competent jurisdiction, subject to clause 8.
- (b) Nothing in this Agreement prevents:
 - (i) a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this agreement or any matter to which this Agreement relates; and
 - (ii) the Council from exercising any function under the Act or any other Act or Law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

10 Termination

- (a) This Agreement will terminate:
 - (i) on the declaration by a court of competent jurisdiction that the Development Consent for the Development on the Land is invalid; or
 - (ii) on the date the Developer has complied with all of its obligations under this Agreement.
- (b) In the event of termination of this Agreement, any funds that have been paid by the Developer as Development Contribution Amounts prior to termination are to be retained by the Council and can continue to be expended in accordance with the terms of this Agreement.

11 Review of this Agreement

- (a) The Parties agree that this Agreement may be reviewed or modified and that any review or modification of this Agreement will be conducted in the circumstances and in the manner determined by the Parties.
- (b) No modification or review of this Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Agreement.

12 Assignment

- (a) Subject to clause 12(b), a Party must not assign, novate or otherwise transfer its rights and/or obligations under this Agreement unless the other Party has provided its prior written consent.
- (b) The Developer is not to assign, novate or otherwise transfer its rights and/or obligations under the Agreement unless:
 - (i) the Developer has, at no cost to the Council, first procured the execution by the person to whom the Developer's rights or obligations under this Agreement are to be assigned or novated, of a deed in favour of the Council on terms satisfactory to the Council (acting reasonably);

- (ii) the Council has given written notice to the Developer stating that it considers (acting reasonably) that the transferee, assignee or novatee, is reasonably capable of performing its obligations under this Agreement,
 - (iii) the Developer is not in breach of the Agreement, and
 - (iv) the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld.
- (c) The Developer acknowledges and agrees that it remains liable to fully perform its obligations under this Agreement unless and until it has complied with its obligations under clause 12(b).

13 No fetter

13.1 Discretion

This Agreement is not intended to operate to fetter, in any manner, the exercise of any statutory power or discretion of the Council, including but not limited to any statutory power or discretion of the Council relating to the assessment and determination of any Development Application for the Development (all referred to in this Agreement as a Discretion).

13.2 No fetter

No provision of this Agreement is intended to constitute any fetter on the exercise of any Discretion. If, contrary to the operation of this clause, any provision of this Agreement is held by a court of competent jurisdiction to constitute a fetter on any Discretion, the Parties agree:

- (a) they will take all practical steps, including the execution of any further documents to ensure the objective of this clause is substantially satisfied;
- (b) in the event that clause 13.2(a) cannot be achieved without giving rise to a fetter on the exercise of a Discretion, the relevant provision is to be severed and the remainder of this Agreement has full force and effect; and
- (c) to endeavour to satisfy the common objectives of the Parties in relation to the provision of this Agreement, which is to be held to be a fetter to the extent that is possible, having regard to the relevant court judgment.

14 Notices

14.1 Notices

Subject to clause 14.2, any notice given under or in connection with this Agreement (Notice):

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must be addressed as follows and delivered to the intended recipient by hand, by prepaid post or by fax at the address or fax number below, or at the address or fax number last notified by the intended recipient to the sender after the date of this Agreement:
 - (i) Mid-Western Regional Council
86 Market Street, Mudgee NSW 2850
Fax: (02) 6378 2815
Attention: Brad Cam
 - (ii) Crudine Wind Farm Pty Ltd
PO Box 1708 Newcastle, NSW 2300
Fax: 02 4926 2154
Attention: Ed Mounsey

- (c) is taken to be given and made:
 - (i) in the case of hand delivery, when delivered;
 - (ii) in the case of delivery by post, three Business Days after the date of posting (if posted to an address in the same country) or seven Business Days after the date of posting (if posted to an address in another country); and
 - (iii) in the case of a fax, on production of a transmission report by the machine from which the fax was sent that indicates the fax was sent in its entirety to the recipient's fax number; and
- (d) if under clause 14.1(c) a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4pm (local time), it is taken to have been given or made at the start of business on the next Business Day in that place.

14.2 Notices sent by email

- (a) A Party may serve a Notice by email if the Notice:
 - (i) includes a signature block specifying:
 - (A) the name of the person sending the Notice; and
 - (B) the sender's position within the relevant party;
 - (ii) states in the body of the message or the subject field that it is sent as a Notice under this Agreement;
 - (iii) contains an express statement that the person sending the Notice has the authority to serve a Notice under this Agreement;
 - (iv) is sent to the email address below or the email address last notified by the intended recipient to the sender:
 - (A) Mid-Western Regional Council Attention: Brad Cam
Email: council@midwestern.nsw.gov.au
 - (B) Crudine Ridge Wind Farm Pty Ltd
Attention: Ed Mounsey
Email: info@cwprenewables.com.au
- (b) The recipient of a Notice served under this clause 14.2 must:
 - (i) promptly acknowledge receipt of the Notice; and
 - (ii) keep an electronic copy of the Notice,
- (c) Failure to comply with clause 14.2(b) does not invalidate service of a Notice under this clause.

14.3 Receipt of Notices sent by email

- (a) A Notice sent under clause 14.2 is taken to be given or made:
- (b) when the sender receives an email acknowledgement from the recipient's information system showing the Notice has been delivered to the email address stated above;
- (c) when the Notice enters an information system controlled by the recipient; or
- (d) when the Notice is first opened or read by the recipient,

whichever occurs first.

- (e) If under clause 14.3(a) a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4pm (local time), it will be taken to have been given or made at the start of business on the next Business Day in that place.

15 GST

15.1 Defined GST terms

In this clause 15, words and expressions which are not defined in this Agreement but which have a defined meaning in the GST Law have the same meaning as in the GST Law; and

15.2 GST to be added to amounts payable

If GST is payable on a taxable supply made under, by reference to or in connection with this Agreement, the party providing the consideration for that Taxable Supply must also pay the GST Amount as additional consideration. This clause does not apply to the extent that the consideration for the Taxable Supply is expressly agreed to be GST inclusive, unless otherwise expressly stated, prices or other sums payable or consideration to be provided under or in accordance with this Agreement are exclusive of GST.

15.3 Tax invoice

If a Party is liable for GST on any payments made under this Agreement, the other Party must issue a tax invoice (or an adjustment note) to the liable Party for any GST payable under this agreement within seven days of a written request. The tax invoice (or adjustment note) must include the particulars required by the GST Law to obtain an input tax credit for that GST.

15.4 GST obligations to survive termination

This clause 15 will continue to apply after expiration of termination of this Agreement.

16 General

16.1 Relationship between Parties

- (a) Nothing in this Agreement:
 - (i) constitutes a partnership between the Parties; or
 - (ii) except as expressly provided, makes a Party an agent of another Party for any purpose.
- (b) A Party cannot in any way or for any purpose:
 - (i) bind another Party; or
 - (ii) contract in the name of another Party.
- (c) If a Party must fulfil an obligation and that Party is dependent on another Party, then that other Party must do each thing reasonably within its power to assist the other in the performance of that obligation.

16.2 Time for doing acts

- (a) If the time for doing any act or thing required to be done or a notice period specified in this Agreement expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.

- (b) If any act or thing required to be done is done after 5pm on the specified day, it is taken to have been done on the following Business Day.

16.3 Further assurances

Each Party must promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this Agreement.

16.4 Variation

A provision of this Agreement can only be varied by a later written document executed by or on behalf of all Parties.

16.5 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

16.6 Legal expenses

Each Party is to pay its own legal costs and disbursements in connection with the negotiation, preparation and execution of this Agreement.

16.7 Entire agreement

The contents of this Agreement constitute the entire agreement between the Parties and supersede any prior negotiations, representations, understandings or arrangements made between the Parties regarding the subject matter of this Agreement, whether orally or in writing.

16.8 Invalidity

- (a) A word or provision must be read down if:
 - (i) this Agreement is void, voidable, or unenforceable if it is not read down;
 - (ii) this Agreement will not be void, voidable or unenforceable if it is read down; and
 - (iii) the provision is capable of being read down.
- (b) A word or provision must be severed if:
 - (i) despite the operation of clause 16.8(a), the provision is void, voidable or unenforceable if it is not severed; and
 - (ii) this Agreement will be void, voidable or unenforceable if it is not severed.
- (c) The remainder of this Agreement has full effect even if clause 16.8(b)(i) or 16.8(b)(ii) applies.

16.9 Waiver

A right or remedy created by this Agreement cannot be waived except in writing signed by the Party entitled to that right. Delay by a Party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a Party of a right operate as a subsequent waiver of the same right or of any other right of that Party.

16.10 Governing law and jurisdiction

- (a) The Laws applicable in New South Wales govern this Agreement.
- (b) The Parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

Schedule 1
Section 93F Requirements

Provision of the Act	This Agreement
Under section 93F(1), the Developer has:	
(a) sought a change to an environmental planning instrument.	(a) No
(b) made, or proposes to make, a development application.	(b) Yes
(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	(c) No
Description of the land to which this document applies – (Section 93F(3)(a))	The land listed in Schedule 2 and that is the subject of the part of the Development Consent and that is situated in the Council's local government area.
Description of the development to which this document applies – (Section 93F(3)(b)(ii))	All of the Development on the Land.
The scope, timing and manner of delivery of Development Contributions required by this document – (Section 93F(3)(c))	See clause 5 of this Agreement.
Applicability of Section 94 of the Act – (Section 93F(3)(d))	The application of section 94 of the Act is wholly excluded in respect of all of the Development.
Applicability of Section 94A of the Act – (Section 93F(3)(d))	The application of section 94A of the Act is wholly excluded in respect of all of the Development.
Applicability of Section 94EF of the Act – (Section 93F(3)(d))	The application of section 94EF of the Act is not excluded in respect of all of the Development.
Mechanism for Dispute resolution – (Section 93F(3)(f))	See clause 8 of this Agreement.
Enforcement of this document – (Section 93F(3)(g))	See clause 9 of this Agreement.
Registration of this document – (Section 93H)	Not Applicable.
No obligation to grant consent or exercise functions – (Section 93F(9))	See clause 13 of this Agreement.

Schedule 2

Land to which this Agreement applies

Lot	DP	Crudine Ridge Wind Farm Pty Ltd Land Tenure	Land Owner
177	756913	Leasehold	William and Wendy Porteous
2	740568	Leasehold	Francisco Daniel Fierro and Maria Eugenia Grunewald
27	755792	Leasehold	Deon Giles Moore
100	756913	Leasehold	
1	870385	Leasehold	Ellwyn Richard and Donna Maree Croake
101	755792	Leasehold	
209	756913	Leasehold	Mark Damian Croake
218	756913	Leasehold	
8	756913	Leasehold	John Joseph Hundy
18	756913	Leasehold	
199	756913	Leasehold	
123	756913	Leasehold	Leasehold Tony Clive and Winsome Eileen Price
129	756913	Leasehold	Tony Clive Price
169	756913	Leasehold	
188	756913	Leasehold	
1	1097478	Leasehold	Nolack Pty Ltd
44	755792	Leasehold	
62	755792	Leasehold	
63	755792	Leasehold	
64	755792	Leasehold	
81	755792	Leasehold	
99	755792	Leasehold	
156	756909	Leasehold	Michael Lawrence and Colleen Joy Healey and Malcolm Lawrence and Jodie Lee Healey
162	756913	Leasehold	
171	756913	Leasehold	
173	756913	Leasehold	
179	756913	Leasehold	
195	756913	Leasehold	

197	756913	Leasehold	
214	756913	Leasehold	
12	756913	Leasehold	Joan Maree Price
13	756913	Leasehold	
10	756913	Leasehold	Donald James and Joan Maree Price
165	756913	Leasehold	
184	756913	Leasehold	
185	756913	Leasehold	
27	756913	Leasehold	Pyramul Pastoral Pty Ltd
57	756913	Leasehold	
134	756913	Leasehold	
135	756913	Leasehold	
136	756913	Leasehold	
137	756913	Leasehold	
190	756913	Leasehold	
202	756913	Leasehold	
210	756913	Leasehold	
211	756913	Leasehold	
17	756913	Leasehold	Alan Lovell Heath
24	756913	Leasehold	
35	756913	Leasehold	
36	756913	Leasehold	
39	756913	Leasehold	
47	756913	Leasehold	
98	756913	Leasehold	
125	756913	Leasehold	
141	756913	Leasehold	
159	756913	Leasehold	
160	756913	Leasehold	
45	755792	Leasehold	Donasville Pty Ltd
46	755792	Leasehold	
65	755792	Leasehold	
79	755792	Leasehold	

88	755792	Leasehold	
89	755792	Leasehold	
37	756913	Leasehold	Deon Giles Moore, Ian Douglas Moore and Fay Moore
38	756913	Leasehold	
46	756913	Leasehold	
53	756913	Leasehold	
60	756913	Leasehold	
127	756913	Leasehold	

Schedule 3
Explanatory Note

Explanatory Note

Mid-Western Regional Council

and

Crudine Ridge Wind Farm Pty Ltd (ABN 51 143 399 160)

Introduction

The purpose of this explanatory note is to provide a plain English summary to support the notification of the proposed planning agreement (**Planning Agreement**) prepared under Subdivision 2 of Division 6 of Part 4 of the *Environmental Planning and Assessment Act 1979 (NSW) (Act)*.

This explanatory note has been prepared jointly by the parties as required by clause 25E of the *Environmental Planning and Assessment Regulation 2000 (NSW)*.

Parties to the Planning Agreement

The parties to the Planning Agreement are Mid-Western Regional Council (**Planning Authority**) and Crudine Ridge Wind Farm Pty Ltd (**Developer**).

The Developer has made an offer to enter into the Planning Agreement in accordance with Condition 16 of a State Significant Development Application (No SSD 6697) which relates to the development of a wind farm and associated infrastructure (**Development Application**).

Description of the Subject Land

The Planning Agreement applies to the land set out in Schedule 2 of the Planning Agreement (**Subject Land**).

Description of the Development Application

The Developer has obtained development consent for the development of a wind farm involving:

- up to 135 megawatts (MW) of installed electricity capacity;
- up to 37 wind turbines and associated operating infrastructure including internal access roads, site compound and crane hardstand areas;
- electrical infrastructure including main collector substation, secondary collector station, underground and overhead electricity transmission lines and switching station;
- temporary construction facilities include mobile concrete batching plant and rock crushing facilities and site compound;
- road upgrades along the project transport routes; and
- progressive rehabilitation of disturbed areas

(**Development**).

Summary of Objectives, Nature and Effect of the Planning Agreement

Assessment of Merits of Planning Agreement Purpose of the Planning Agreement

In accordance with section 93F, the development contributions the subject of the Planning Agreement will be applied towards the Public Purpose and ensure the provision of a material public benefit(s).

The Planning Authority and the Developer have assessed the Planning Agreement and hold the view that the provisions of the Planning Agreement provide a reasonable means of achieving funding towards the Public Purpose.

This is because the development contributions the subject of the Planning Agreement will assist the Planning Authority in providing needed material public benefits to the community.

How the Planning Agreement Promotes the Elements of the Planning Authority's Charter

The Planning Agreement promotes a number of elements of the Planning Authority's Charter under section 8 of the *Local Government Act 1993* (NSW), being the Principles for local government. In particular, the Planning Agreement, through the delivery of the Public Purpose and material public benefit(s), allows the Planning Authority to:

- work with the Developer in securing appropriate services for local community needs,
- carry out its functions in a way that provides best possible value for residents and taxpayers,
- plan strategically for the provision of effective and efficient services to meet the diverse needs of the local community,
- actively engage the local community, through public notification of this Planning Agreement.

The Impact of the Planning Agreement on the Public or any Section of the Public

The Planning Agreement will benefit the public and local community through the delivery of the Public Purpose and material public benefit(s).

How the Planning Agreement Promotes the Public Interest

The Planning Agreement promotes the public interest by committing the Developer to make monetary contributions towards the Public Purpose.

The Planning Agreement also promotes the public interest by promoting the objects of the Act as set out in s5(a)(i), (v) and 5(c) of the Act.

How the Planning Agreement Promotes the Objects of the Act

The Planning Agreement promotes the objects of the Act by encouraging the promotion and co-ordination of the orderly and economic use and development of land, enabling funding to be obtained for the provision of and co-ordination of community services and facilities and providing increased opportunity for public involvement and participation in environmental planning and assessment.

The Planning Agreement promotes the objects of the Act set out above by requiring the Developer to make monetary contributions towards the Public Purpose.

The Planning Agreement conforms with the Planning Authority's capital works program.

Requirements relation to Construction, Occupation and Subdivision Certificates

Clause 5 of the Planning Agreement sets out the timing for the payment of the development contributions.

The Planning Agreement does not require the payment of any monetary contributions and does not specify any requirements that must be complied with prior to the issue of any Subdivision Certificate, Construction Certificate or Occupation Certificate.

Interpretation of Planning Agreement

This Explanatory Note is not intended to be used to assist in construing the Planning Agreement.

Executed as an agreement

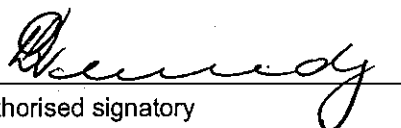
Executed by the authorised delegate for Mid-Western Regional Council ABN 96 149 391 332 in accordance with a resolution of the Council dated 16 August 2017 in the presence of



Signature of witness

Mette Sutton

Name of witness
BLOCK LETTERS



Authorised signatory

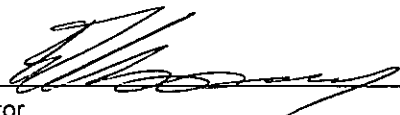
DESMOND KENNEDY

Print name

MAYOR

Office

Executed by Crudine Ridge Wind Farm Pty Ltd ABN 51 143 399 160 in accordance with section 127 of the *Corporations Act 2001* (Cth):



Director

EDWARD MOUNSEY

Name of Director
BLOCK LETTERS



~~Director~~ *Company Secretary

PHAEDRA KENNEDY

Name of ~~Director~~ *Company Secretary
BLOCK LETTERS
*please strike out as appropriate