

Explanatory Note

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

and

Wollar Solar Development Pty Ltd (ABN 88 621 969 266)

Introduction

The purpose of this explanatory note is to provide a plain English summary to support the notification of the draft planning agreement (**Planning Agreement**) prepared under Subdivision 2 of Division 7.1 of Part 7 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) (**Regulation**).

Parties to the Planning Agreement

The parties to the Planning Agreement are Mid-Western Regional Council (**Planning Authority**) and Wollar Solar Development Pty Ltd (**Developer**).

The Developer made an offer to enter into the Planning Agreement as referenced in the definition of "EIS" incorporated into Condition 2 of Schedule 2 of development consent number SSD 9254 granted under the Act by the delegate of the Minister for Planning and Public Spaces on 24 February 2020 (**Development Consent**).

Description of Subject Land

The Planning Agreement applies to the land set out in Appendix 2 to the Development Consent (**Subject Land**). A map of the Subject Land is attached to this explanatory note.

Description of the Development Consent

The Developer has obtained the Development Consent which authorises the development of the Wollar Solar Farm (**Development**) subject to conditions. The Wollar Solar Farm includes:

- approximately 922,432 solar panels and 58 power conversion units;
- an onsite substation and connection to TransGrid's 330 kV transmission line;
- space for a future lithium-ion battery storage facility (30 MW/30 MWh);
- substation and operations and maintenance building; and
- internal access tracks, staff amenities, maintenance buildings, laydown areas, car parking and security fencing.

Summary of Objectives, Nature and Effect of the Planning Agreement

The objective of the Planning Agreement is to assist in providing public infrastructure to the community by ensuring that the Developer funds the costs incurred by the Planning Authority in maintaining roads for which the Planning Authority is the roads authority for under the *Roads Act 1993* (NSW) (**Local Road Network**) where required as a result of fair wear and tear from the traffic associated with the Development.

The nature of the Planning Agreement is that the Developer will pay a monetary contribution of \$200,000 (exclusive of GST) (**Development Contribution**) to the Planning Authority which will cover the agreed cost of all increased maintenance resulting from fair wear and tear

associated with the Development on the Local Road Network, including Ulan-Wollar Road, Wollar Road, Phillip Street, Barigan Street, Maitland Street, Barigan Road and Maree Road.

The effect of the Planning Agreement is that:

1. the Developer will pay the Development Contribution to the Planning Authority to cover all increased maintenance costs on the Local Road Network as a result of fair wear and tear caused to the Local Road Network by vehicles travelling to and from the Development;
2. the Planning Authority will apply the Development Contribution towards the maintenance of the Local Road Network; and
3. the provisions of the traffic management plan separately approved under the conditions of the Development Consent will continue to apply which ensure the Developer repairs any damage to the Local Road Network caused by the Development which exceeds fair wear and tear.

Assessment of the Merits of Planning Agreement

In accordance with section 7.4(2)(d) of the Act, the Planning Agreement has the following public purpose: "the funding of recurrent expenditure relating to the provision of public amenities or public services, affordable housing or transport or other infrastructure" (**Public Purpose**).

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 as the Development Contribution will assist the Planning Authority in maintaining the Local Road Network and so providing public infrastructure to the community.

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

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

The Planning Agreement will have a positive impact on the public and local community through the delivery of the Public Purpose, by providing additional funding towards the maintenance of local roads.

How the Planning Agreement Promotes the Public Interest

The Planning Agreement will promote the public interest by funding recurrent expenditure relating to the provision of infrastructure being local roads. This will benefit residents and the broader community.

How the Planning Agreement Promotes the Objects of the Act

The Planning Agreement promotes the following objects of the Act:

- to facilitate ecologically sustainable development by integrating relevant economic, environmental and social considerations in decision-making about environmental planning and assessment;
 - to promote the orderly and economic use and development of land; and
 - to promote the good design and amenity of the built environment,
- by funding maintenance of the Local Road Network, being the repair of all fair wear and tear caused by the Development.

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

Clause 25E(2)(d) states that an explanatory note must include how the Planning Agreement promotes one or more elements of the council's charter under section 8 of the *Local Government Act 1993 (NSW) (LG Act)*, the concept of the council's charter has been removed from section 8 of the LG Act and so this analysis is no longer required.

Requirements relating to Construction, Occupation and Subdivision Certificates

The Planning Agreement does not specify any requirements that must be complied with prior to the issue of any construction certificate, occupation certificate or subdivision certificate for the Development.

Clause 5 of the Planning Agreement sets out the timing for payment of the Development Contribution.

Interpretation of Planning Agreement

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

Attachment

