

Planning Agreement

Daisy Hill Solar Farm

ITP (Development) Pty Ltd

and

Carrathool Shire Council

Planning Agreement

Daisy Hill Solar Farm Project

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Details

Parties

Name **Carrathool Shire Council**
ABN 86 008 844 676
Short form name **“CSC”**
Notice details Attention: The General Manager

Name **ITP Development Pty Ltd**
ABN 38 633 420 309
Short form name **“Developer”**
Notice details Attention: The Legal Counsel

Developer and CSC are each a **“Party”** and includes their successors and assigns.

Background

- A The Developer has leased the Land.
- B The Developer proposes to carry out the Development on the Land.
- C The Developer has made the Development Application to the Department in respect of the Development (DA2020/017).
- D Subject to the terms and conditions of this Planning Agreement, the Developer offers to enter into this agreement in connection with the Development Application to deliver to CSC Development Contributions to provide monetary contributions for amenities or infrastructure for public benefit and for public purposes which align with CSC’s mandate.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Planning Agreement, unless the context clearly indicates otherwise:

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

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 Planning Agreement.

Business Day means any day except for a Saturday, Sunday, or bank or public holiday in New South Wales.

Cash Rate means the interest rate determined by the Reserve Bank of Australia which banks pay to borrow funds from other banks in the money market on an overnight basis. For the avoidance of doubt, the term Cash Rate has the same meaning as that adopted by the Reserve Bank of Australia.

Commencement Date means the date on which this Planning Agreement comes into operation in accordance with clause 4, namely when Construction Work is physically

commenced on the site of the Project.

Community Enhancement Contributions means the Development Contributions to be used for, or allocated towards, a public purpose and providing material public benefits to the local community in accordance with clause 5 and clause 6.

Construction Work means the carrying out of any site preparation or land clearing, building or engineering construction work approved by the Development Consent and includes related works such as, but not limited to, public road upgrading, and the construction of site offices and workshops (temporary or permanent).

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

Planning Agreement means this Planning Agreement as referred to in the Act.

Department means the Department of Planning, Industry and Environment.

Development means the 2 x 5 MW Daisy Hill Solar Farm, Kidman Way, Hillston 2675 and associated infrastructure.

Development Application has the same meaning as in section 1.5 of the Act.

Development Consent means consent granted by the Minister for Planning in respect of the Development.

Development Contributions means the contributions as specified in clause 5.

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.

Interest Rate means the rate which is the Cash Rate as set by the Reserve Bank of Australia as at the date that payments fall due, plus a margin of 2% per annum.

Land means the land subject to this Planning Agreement and the Development Application and is listed in Schedule 2.

Modification means a modification to the Development Consent that would result in changes to the approved Development.

Planning Agreement has the same meaning as in section 7.1 of the Act.

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

Term means from the Commencement Date until the cessation of operations as specified in the Development Consent.

1.2 Interpretation

In this Planning 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 Planning Agreement, and a reference to this Planning 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, NSW, Australia time;
 - (g) a reference to a party is to a party to this Planning 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 Planning Agreement or any part of it; and
 - (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 Planning Agreement is governed by Part 7 Division 7.1 Subdivision 2 of the Act.

3. Application of this Planning Agreement

This Planning Agreement applies to:

- (a) the Land; and
- (b) the Development.

4. Operation of this Planning Agreement

This Planning Agreement operates if:

- (a) Development Consent for the Development is in place;
- (b) this Planning Agreement is entered into as required by clause 25C (1) of the Regulation; and

- (c) Construction Work for the Development has commenced.

5. Development Contributions

- (a) Subject to this Planning Agreement, the Developer is to make the following Development Contributions to the Council in respect of the Development:
- (i) Payment of the Community Enhancement Contributions in accordance with the following terms:
- (A) The total sum of Development Contributions payable under the Planning Agreement is \$100,000, plus CPI. The total sum is to be paid over the first ten years.
- (B) The annual Community Enhancement Contributions shall commence with a payment of \$10,000. Payment shall be payable within twenty- eight (28) days of the Commencement Date and then paid on the same date each year throughout the Term.
- (C) The Community Enhancement Contributions are paid for the purposes of this Planning Agreement when cleared funds are deposited by means of electronic funds transfer by the Developer into the bank account as nominated by CSC.
- (D) The annual Community Enhancement Contribution is not payable if the Development is permanently closed prior to the end of the Term.
- (E) Community Enhancement Contributions due at the date of closure of the Development shall be paid on a pro rata basis.
- (ii) The Community Enhancement Contributions are subject to CPI, and shall be indexed according to the CPI from 1 January 2022. (See clause 7).
- (iii) The Developer agrees to pay interest to CSC on any amount of the Development Contributions from 28 days after they become due for payment, during the period that they remain unpaid, on demand, or at times determined by the Council, calculated on daily balances. The rate to be applied to each daily balance is the Interest Rate (adjusted to be a daily interest rate).
- (iv) During the first quarter of each year that funds are available, CSC shall notify the local public of the availability of the funds and call for applications to be made to CSC from the local public, community groups and individuals for funding appropriate projects. Projects to be funded must satisfy the purpose and objects of Planning Agreements as specified in the Act.
- (v) The General Manager of CSC shall make the final decision on the project(s) selected for funding. The elected Council shall be informed of the decision.
- (vi) Typically, projects to be funded should be commenced and completed within a 12-month timeframe, unless otherwise agreed. Unspent funds must be returned to Council. Recipients of funds must provide proof of expenditure.

6. Indexation of Community Enhancement Contribution

Where this Planning Agreement provides that an amount is to be increased by CPI, then the amount will be increased in accordance the following formula:

$$A = B + (B \times C)$$

Where:

A = the indexed amount at the time the payment is to be made.

B = the Development Contribution amount.

C = the CPI most recently published before the date of payment.

CPI will commence from 1 January 2022.

7. Application of sections 7.11, 7.12 and 7.24 of the Act

The application of sections 7.11, 7.12 and 7.24 of the Act are excluded to the extent stated in Schedule 1.

8. Dispute Resolution

8.1 No arbitration or court proceedings

If a dispute arises out of this Planning Agreement (**Dispute**), a Party must comply with this clause 9 before starting arbitration or court proceedings (except proceedings for interlocutory or other urgent 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 9.2 (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 9.3 (or any further period agreed in writing by them), the Parties must mediate the dispute in good faith and in the spirit of co-operation 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 9:

- (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 9. 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 9.1 to 9.3.
- (b) Clauses 9.5 and 9.6 survive termination of the dispute resolution process.

8.8 Breach of this clause

If a Party to a Dispute breaches this clause 9, 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 Planning Agreement may be enforced by any Party in any Court of competent jurisdiction, subject to clause 9.
- (b) Nothing in this Planning Agreement prevents:
 - (i) a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Planning Agreement or any matter to which this Planning 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 Planning Agreement or any matter to which this Planning Agreement relates.

10. Termination

- (a) This Planning 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;
 - (ii) at the end of the Term;
 - (iii) on its replacement by another Planning Agreement that takes account of an expansion as part of a Modification; or
 - (iv) prior to the end of the Term if the Developer notifies CSC in writing that the facility has permanently ceased operations.
- (b) In the event of termination of this Planning Agreement, any funds that have been paid by the Developer as Development Contributions prior to termination:
 - (i) can continue to be expended in accordance with clause 6; and
 - (ii) are not refundable by CSC to the Developer.

11. Review of this Planning Agreement

- (a) During the life of this Planning Agreement, the Parties agree to promptly review and possibly amend or replace it if any Modification to the Development, in accordance with section 4.55(2) of the *Environmental Planning and Assessment Act 1979* (NSW) is approved.
- (b) In the event that clause 12(a) is triggered and both Parties are unable to agree to amend or replace the Planning Agreement, the Planning Agreement shall remain in force.
- (c) No modification or review of this Planning Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Agreement.

12. No fetter

12.1 Discretion

This Planning Agreement is not intended to operate to fetter, in any manner, the exercise of any statutory power or discretion of CSC, including but not limited to any statutory power or

discretion of CSC relating to the assessment and determination of any Development Application for the Development (all referred to in this Planning Agreement as a **Discretion**).

12.2 No fetter

No provision of this Planning 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 Planning 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 Planning 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 Planning Agreement, which is to be held to be a fetter to the extent that is possible, having regard to the relevant court judgment.

13. Notices

13.1 Notices

Subject to clause 14.2, any notice given under or in connection with this Planning 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 Planning Agreement:
 - (i) Carrathool Shire Council
Attention: The General Manager
 - (ii) ITP (Development) Pty Ltd
Attention: The Legal Counsel
- (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.

13.2 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 Planning Agreement;
- (iii) contains an express statement that the person sending the Notice has the authority to serve a Notice under this Planning Agreement;
- (iv) is sent to the email address below or the email address last notified by the intended recipient to the sender:
 - (A) Carrathool Shire Council
Attention: The General Manager
Email: council@carrathool.nsw.gov.au
 - (B) ITP (Development) Pty Ltd
Attention: The Legal Counsel
Email: info@itpau.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.

13.3 Receipt of Notices sent by email

- (a) A Notice sent under clause 14.2 is taken to be given or made:
 - (i) 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;
 - (ii) when the Notice enters an information system controlled by the recipient; or
 - (iii) when the Notice is first opened or read by the recipient,whichever occurs first.
- (b) 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.

14. GST

14.1 Defined GST terms

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

14.2 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 Planning 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 Planning

Agreement are exclusive of GST.

14.3 Tax invoice

If a Party is liable for GST on any payments made under this Planning Agreement, the other Party must issue a tax invoice (or an adjustment note) to the liable party for any GST payable under this Planning 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.

14.4 GST obligations to survive termination

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

15. General

15.1 Cost of preparing the Planning Agreement

The Developer shall pay the professional fees and costs incurred in preparing the Planning Agreement (up to \$10,000) and GST.

15.2 Relationship between Parties

- (a) Nothing in this Planning 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.

15.3 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 Planning 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.

15.4 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 Planning Agreement.

15.5 Variation

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

15.6 Counterparts

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

15.7 Entire Planning Agreement

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

15.8 Invalidity

- (a) A word or provision must be read down if:
 - (i) this Planning Agreement is void, voidable, or unenforceable if it is not read down;
 - (ii) this Planning 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 16.7(a), the provision is void, voidable or unenforceable if it is not severed; and
 - (ii) this Planning Agreement will be void, voidable or unenforceable if it is not severed.
- (c) The remainder of this Planning Agreement has full effect even if clause 16.7(b)(i) or 16.7(b)(ii) applies.

15.9 Waiver

A right or remedy created by this Planning 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.

15.10 Governing law and jurisdiction

- (a) The Laws applicable in New South Wales govern this Planning 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 – Requirements under Section 7.4 of the Act

The Parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the Planning Agreement complying with the Act.

Requirement under the Act	This Planning Agreement
Planning instrument and/or development application – (section 7.4 (1)) The Developer has: <ul style="list-style-type: none"> (a) sought a change to an environmental planning instrument. (b) made, or proposes to make, a development application. (c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies. 	No Yes [Application No DA2020/017] No
Description of the land to which this Planning Agreement applies – (Section 7.4 (3)(a))	The land described in Schedule 2.
Description of the development to which this Planning Agreement applies – (Section 7.4 (3)(b))	See definition of Development in clause 1.1.
The scope, timing and manner of delivery of Development Contributions required by this document - (Section 7.4 (3)(c))	See clause 5 of this Planning Agreement.
Applicability of Sections 7.11 and 7.12 of the Act - (Section 7.4 (3)(d))	The application of section 7.11 and 7.12 of the Act is excluded.
Applicability of section 7.24 of the Act – (section 7.4 (3)(d))	The application of section 7.24 of the Act is excluded.
Consideration of benefits under this Planning Agreement if section 7.11 applies – (section 7.4 (3)(e))	Not Applicable
Mechanism for Dispute resolution - (Section 7.4 (3)(f))	See clause 8 of this Planning Agreement.
Enforcement of this document - (Section 7.4 (3)(g))	See clause 9 of this Planning Agreement.
No obligation to grant consent or exercise functions - (Section 7.4 (9))	See clause 12 of this Planning Agreement.
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a construction certificate is issued – (clause 25E(2)(g) of the Regulation)	No

Requirement under the Act	This Planning Agreement
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before an occupation certificate is issued – (clause 25E(2)(g) of the Regulation)	No
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a subdivision certificate is issued – (clause 25E(2)(g) of the Regulation)	No

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Schedule 2– Land to Which this Planning Agreement Applies

Land

1. Lots proposed for development

Lot	Deposited Plan
103	755189

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Schedule 3– Explanatory Note

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**). For the avoidance of doubt, this Explanatory Note does not form part of the Planning Agreement and does not bind any of the Parties.

This explanatory note has been prepared jointly by the Parties as required by clause 25E of the *Environmental Planning and Assessment Regulation 2000* (NSW). It will be exhibited with a copy of the Planning Agreement when the Planning Agreement is made available for inspection by the public in accordance with the Act, as specified by clause 25E of the Regulation.

Parties to the Planning Agreement

The Parties to the Planning Agreement are Carrathool Shire Council (**CSC**), and ITP (Development) Pty Ltd (**Developer**).

The Developer has made an offer to enter into the Planning Agreement in connection with a Development Application (Application Number: DA2020/017) for the development of the Development (**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 (Proposed Development)

The Development is the 2 x 5 MW Daisy Hill Solar Farm, Kidman Way, Hillston 2675 and associated infrastructure. See the REF for details.

Summary of Objectives, Nature and Effect of the Planning Agreement

The Planning Agreement provides that the Developer will make the following development contributions to the CSC:

- (a) The total sum of Community Enhancement Contributions payable is \$100,000, plus CPI. The total sum is to be paid over ten years as annual Community Enhancement Contributions.
- (b) The annual Community Enhancement Contributions shall commence with a payment of \$10,000. Payment shall be payable within twenty- eight (28) days of the Commencement Date and then paid on the same date each year throughout the Term.

The funds will be managed and allocated by the Council to best provide environmental, social and economic benefits to the local communities impacted by the Development.

Assessment of Merits of Planning Agreement

Purpose of the Planning Agreement

In accordance with section 7.4, the development contributions the subject of the Planning Agreement will be applied to a public purpose(s) that will ensure the provision of a public benefits.

The Council 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 a public purpose(s).

This is because the development contributions that are the subject of the Planning Agreement reflect there are broad tangible and intangible environmental, social and economic costs arising from the Development and the said contributions will assist the Council to provide needed material public benefits to its communities, as well as addressing broader community social impacts.

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

The Planning Agreement promotes a number of elements of Council's Charter under section 8 of the *Local Government Act 1993* (NSW). In particular, the Planning Agreement, through the delivery of a public purpose(s) and material public benefit(s), allows the Council to:

- provide directly or on behalf of other levels of government, after due consultation, adequate, equitable and appropriate services and facilities for the community and to ensure that those services and facilities are managed efficiently and effectively;
- exercise community leadership;
- bear in mind that it is the custodian and trustee of public assets and to effectively plan for, account for and manage the assets for which it is responsible; and
- keep the local community and the State government (and through it, the wider community) informed about its activities.

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

The Planning Agreement will benefit the public and local communities through the delivery of a public purpose(s) 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 a public purpose(s).

How the Planning Agreement Promotes the Objects of the Act

Relevant Objects of the Act supported and promoted by this Planning Agreement include:

- to promote the social and economic welfare of the community and a better environment by the proper management, development and conservation of the State's natural and other resources; and
- to promote the orderly and economic use and development of land.

The Planning Agreement promotes these objects of the Act by requiring the Developer to make monetary contributions towards public purposes.

Requirements in 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.

Signing pages

EXECUTED as a Planning Agreement.

SIGNED, SEALED AND DELIVERED by
ITP (Development) Pty Ltd
ABN 38 633 420 309 in accordance with
section 127 of the *Corporations Act 2001*
(Cth) by:

Signature of director

Signature of director

Full name (print)

Full name (print)

Date

SIGNED, SEALED AND DELIVERED
by the authorised delegate for **Carrathool**
Shire Council ABN 86 008 844 676
in the presence of:

Signature of authorised delegate

Signature of witness

Full name (print)

Full name (print)

Date