
DATED

2021

PLANNING AGREEMENT

GREATER HUME COUNCIL

MINISTER FOR PLANNING AND PUBLIC SPACES (ABN 38 755 709 681)

NEOEN AUSTRALIA PTY LTD (ABN 57 160 905 706)



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Contents

1.	Definitions and interpretation.....	3
1.1.	Definitions	3
1.1.	Interpretation	5
2.	Operation and application of this Agreement	5
2.1.	Operation	5
2.2.	Planning agreement under the Act	5
2.3.	Application.....	6
3.	Application of sections 7.11, 7.12 and 7.24 of the Act.....	6
4.	Development Contribution	6
4.1.	Developer to provide Development Contribution	6
4.2.	Acknowledgement	6
5.	Enforcement	6
5.1.	Developer to provide Security.....	6
6.	Dispute Resolution.....	6
6.1.	Reference to dispute	6
6.2.	Notice of dispute	6
6.3.	Representatives of parties to meet.....	6
6.4.	Further notice if not settled	7
6.5.	Mediation	7
6.6.	Expert determination	7
6.7.	Litigation	8
6.8.	No suspension of contractual obligations	8
6.9.	Not use information	8
7.	GST.....	8
7.1.	Definitions	8
7.2.	Intention of the parties	8
7.3.	Reimbursement.....	8
7.4.	Consideration GST exclusive.....	8
7.5.	Additional Amounts for GST	9
7.6.	Non-monetary consideration.....	9
7.7.	Assumptions.....	9
7.8.	No merger	9
8.	Assignment and transfer	9
8.1.	Right to assign or novate	9
8.2.	The Developer's right to assign or novate to a Related Entity.....	Error! Bookmark not defined.
8.3.	Replacement Security.....	9
9.	Capacity.....	10
9.1.	General warranties	10
9.2.	Power of attorney	10

10. Reporting requirement10

11. No fetter10

12. General Provisions10

 12.1. Entire Agreement 10

 12.2. Variation..... 10

 12.3. Waiver 10

 12.4. Further assurances 11

 12.5. Time for doing acts..... 11

 12.6. Governing law and jurisdiction 11

 12.7. Severability..... 11

 12.8. Preservation of existing rights..... 11

 12.9. No merger 11

 12.10. Counterparts..... 11

 12.11. Relationship of parties 11

 12.12. Good faith 12

 12.13. Explanatory note 12

 12.14. Expenses and stamp duty 12

 12.15. Notices..... 12

Schedule 114

Schedule 2.....15

Schedule 3.....16

Schedule 4.....17

Schedule 5.....19

Annexure A.....20

Land to which this Agreement applies20

EXECUTION PAGE21

Draft 22.04.21

THIS PLANNING AGREEMENT dated

PARTIES

GREATER HUME COUNCIL ABN 44 970 341 154
of 39 Young Street, Holbrook NSW 2644
(Council)

MINISTER FOR PLANNING AND PUBLIC SPACES ABN 38 755 709 681
of Level 15, 52 Martin Place, Sydney NSW 2000 (Minister)

NEOEN AUSTRALIA PTY LTD ABN 57 160 905 706
of Level 10, 227 Elizabeth Street, Sydney NSW 2000
(Developer)

BACKGROUND

- A. The Landowners own the Leased Land and the Developer owns the Developer Land.
- B. The Land is located in the local government area of Council.
- C. The Developer proposes to carry out the Development on the Land.
- D. The Developer has lodged a Development Application in respect of the Development of the Land.
- E. The Developer has offered to enter into this Agreement with Council to make the Development Contribution.
- F. The Minister is a party to this Agreement solely for the purposes of clause 3 of this Agreement, having regard to the requirement in section 7.4(3A) of the Act.

OPERATIVE PROVISIONS

1. Definitions and interpretation

1.1. Definitions

In this Agreement, unless the context requires otherwise:

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

Agreement means this Planning Agreement, including any schedules, annexures or appendices to it.

Address for Service means the address of each party identified at Item 4 of Schedule 2 or any new address notified in writing by any party to the other party as its new Address for Service.

Authority means any Federal, State or local government or semi-governmental, statutory, judicial or public person, instrumentality or department, including the Department.

Bank Guarantee means an irrevocable and unconditional undertaking:

- (a) by an Australian bank which is an eligible financial institution for the purposes of Treasury Circular NSW TC14/01 dated 24 January 2014 as amended, supplemented or substituted from time to time; and

- (b) **on terms acceptable to Council, in Council's absolute discretion,**

to pay the face value of that undertaking (being such amount as is required under this Agreement) on demand.

Base CPI means the CPI number for the quarter ending immediately before the Commercial Operation Commencement Date.

Business Day means any day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, and excluding 27 to 31 December, and concludes at 5:00 pm on that day.

Commercial Operation Commencement Date means the date which the Developer notifies to the Department, pursuant to condition [x] of the Development Consent, as being the relevant date on which the operations phase (rather than construction phase) of the Development is to occur.

Commercial Operation End Date means the date which the Developer notifies to the Department, pursuant to condition [x] of the Development Consent, as being the relevant date on which the decommissioning phase of the Development is to commence.

Contribution Amount means an amount of the monetary contribution to be paid by the Developer in accordance with Schedule 3.

Council means Greater Hume Council ABN 44 970 341 154.

CPI means the Sydney (All Groups) Consumer Price Index published by the Australian Bureau of Statistics, or if that index no longer exists, any similar index that the Council specifies, in its sole discretion, for the purposes of this Agreement.

CPI Adjustment Date means 1 July 2021 and each anniversary thereafter.

Current CPI means the CPI number for the quarter ending immediately before 30 June in the year in which the relevant adjustment is made.

Department means the NSW Department of Planning, Industry and Environment, and any successor department.

Developer means Neoen Australia Pty Ltd ABN 57 160 905 706.

Development means the development of the Land by the Developer described at Item 2 of Schedule 2.

Development Application has the same meaning as in the Act, and specifically, refers to the development application identified at Item 4 of Schedule 2.

Development Consent has the same meaning as in the Act, and specifically, includes the development consent granted to the Development Application for the Development, as set out at Schedule 5, including any modifications of that development consent as approved from time-to-time.

Development Contribution means the contributions to be provided by the Developer in accordance with Schedule 3.

Explanatory Note means the note exhibited with a copy of this Agreement when this Agreement is made available for inspection by the public pursuant to the Act, as required by the Regulation.

GST has the same meaning as in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Land means the Leased Land and the Developer Land.

Landowners means the Registered Proprietors identified at Item 1 of Schedule 2 in respect of the Leased Land.

Leased Land means the land described as such in Item 1 of Schedule 2.

Real Property Act means the *Real Property Act 1900* (NSW).

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

Related Entity means any special purpose vehicle, trust or other entity that is related to the Developer.

Security means a Bank Guarantee or an Insurance Bond.

Security Amount means the amount identified at Item 5 of Schedule 2.

Tax means a tax, duty (including stamp duty and any other transaction duty), levy, impost, charge, fee (including a registration fee) together with all interest, penalties, fines and costs concerning them.

1.1. Interpretation

In the interpretation of this Agreement, the following rules apply, unless the context makes it clear that a rule is not intended to apply:

- (a) Headings are for convenience only, and do not affect interpretation.
- (b) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or
 - (v) not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (vi) anything (including a right, obligation or concept) includes each part of it.
- (c) A singular word includes the plural, and vice versa.
- (d) A word which suggests one gender includes the other genders.
- (e) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (f) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (g) **A reference to including means "including, without limitation".**
- (h) A reference to dollars or \$ is to an amount in Australian currency.
- (i) A reference to this document includes the agreement recorded by this document.
- (j) Words defined in the GST Act have the same meaning in clauses about GST.
- (k) The Schedules, Exhibits or Annexures form part of this Agreement.
- (l) This Agreement is not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of this document to protect itself.

2. Operation and application of this Agreement

2.1. Operation

This Agreement commences on the date it is executed by all parties.

2.2. Planning agreement under the Act

- (a) This Agreement constitutes a planning agreement within the meaning of section 7.4 of the Act.

- (b) Schedule 1 of this Agreement summarises the requirements for planning agreements under section 7.4 of the Act and the way this Agreement addresses those requirements.
- 2.3. Application
This Agreement applies to:
- (a) the Land; and
- (b) the Development.
3. Application of sections 7.11, 7.12 and 7.24 of the Act
- (a) This Agreement excludes the application of section 7.11 of the Act to the Development.
- (b) This Agreement excludes the application of section 7.12 of the Act to the Development.
- (c) This Agreement excludes the application of section 7.24 of the Act to the Development.
4. Development Contribution
- 4.1. Developer to provide Development Contribution
The Developer undertakes to provide to Council the Development Contribution in accordance with the provisions of Schedule 3 to this Agreement.
- 4.2. Acknowledgement
The Developer acknowledges and agrees that, subject to section 7.3 of the Act, Council:
- (a) has no obligation to use or expend the Development Contribution for a particular purpose despite any provision of this Agreement to the contrary and has no obligation to repay the Development Contribution; and
- (b) in circumstances where the Development Contribution is transferred to any Authority, has not made any representation or warranty that the Development Contribution will or must be used for a particular purpose by that Authority.
5. Enforcement
- 5.1. Developer to provide Security
The Developer has agreed to provide security to Council for the performance of the Developer's obligations under this Agreement by providing the Security to Council in accordance with the terms and procedures set out in Schedule 4.
6. Dispute Resolution
- 6.1. Reference to dispute
If a dispute arises between the parties in relation to this Agreement, the parties must not commence any court proceedings relating to the dispute unless the parties have complied with this clause, except where a party seeks urgent interlocutory relief.
- 6.2. Notice of dispute
A Party wishing to commence the dispute resolution process must give written notice (Notice of Dispute) to the other parties of:
- (a) the nature of the dispute;
- (b) the alleged basis of the dispute; and
- (c) the position which the party issuing the Notice of Dispute believes is correct.
- 6.3. Representatives of parties to meet
- (a) The representatives of the parties must promptly (and in any event within 20 Business Days of the Notice of Dispute) meet in good faith to attempt to resolve the notified dispute.
- (b) The parties may, without limitation:

- (i) resolve the dispute during the course of that meeting; or
- (ii) agree that the parties are unlikely to resolve the dispute and, in good faith, agree to a form of alternative dispute resolution (including expert determination, arbitration or mediation) which is appropriate for the resolution of the relevant dispute.

6.4. Further notice if not settled

If the dispute is not resolved within 10 Business Days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute (Determination Notice) by mediation under clause 6.5 or by expert determination under clause 6.6.

6.5. Mediation

If a party gives a Determination Notice calling for the dispute to be mediated:

- (a) the parties must agree to the terms of reference of the mediation within 15 Business Days of the receipt of the Determination Notice (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
- (b) the mediator will be agreed between the parties, or failing agreement within 15 Business Days of receipt of the Determination Notice, either party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- (c) the mediator appointed pursuant to this clause 6.5 must:
 - (i) have reasonable qualifications and practical experience in the area of the dispute; and
 - (ii) have no interest or duty which conflicts or may conflict with his or her function as a mediator, he or she being required to fully disclose any such interest or duty before his or her appointment;
- (d) the mediator shall be required to undertake to keep confidential all matters coming to his or her knowledge by reason of his or her appointment and performance of his or her duties;
- (e) the parties must within 15 Business Days of receipt of the Determination Notice notify each other of their representatives who will be involved in the mediation (except if a resolution of the Council is required to appoint a representative, the Council must advise of the representative within 5 Business Days of the resolution);
- (f) the parties must arrange and attend mediation within 6 weeks of the receipt of the Determination Notice unless otherwise agreed by the parties in writing;
- (g) the parties agree to be bound by a 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; and
- (h) in relation to costs and expenses:
 - (i) each party will bear its own professional and expert costs incurred in connection with the mediation; and
 - (ii) the costs of the mediator will be shared equally by the parties unless the mediator determines that 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.

6.6. Expert determination

If the dispute is not resolved under clause 6.3 or clause 6.5, or the parties otherwise agree that the dispute may be resolved by expert determination, the parties may refer the dispute to an expert, in which event:

- (a) the dispute must be determined by an independent expert in the relevant field:
 - (i) agreed upon and appointed jointly by the parties; provided that
 - (ii) in the event that no agreement is reached or no appointment is made within 20 Business Days of the agreement to refer the dispute to an expert; then
 - (iii) appointed on application of a party by the then President of the Law Society of New South Wales;

- (b) the expert must be appointed in writing and the terms of the appointment must not be inconsistent with this clause;
- (c) the determination of the dispute by such an expert will be made as an expert and not as an arbitrator and will be in writing and contain the reasons for the determination;
- (d) the expert will determine the rules for the conduct of the process but must conduct the process in accordance with the rules of natural justice;
- (e) each party will bear its own costs in connection with the process and the determination by the **expert and will share equally the expert's fees and costs; and**
- (f) any determination made by an expert pursuant to this clause is final and binding upon the parties unless:
 - (i) within 20 Business Days of receiving the determination, a party gives written notice to the other party that it does not agree with the determination and commences litigation; or
 - (ii) the determination is in respect of, or relates to, termination or purported termination of this agreement by any party, in which event the expert is deemed to be giving a non-binding appraisal.

6.7. Litigation

If the dispute is not finally resolved in accordance with this clause 6, then either party is at liberty to litigate the dispute.

6.8. No suspension of contractual obligations

Subject to any interlocutory order obtained under clause 6.1, the referral to or undertaking of a dispute resolution process under this clause 6 **does not suspend the parties' obligations under this agreement.**

6.9. Not use information

The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under this clause 6 is to attempt to settle the dispute. No party may use any information or documents obtained through any dispute resolution process undertaken under this clause 6 for any purpose other than in an attempt to settle the dispute.

7. GST

7.1. Definitions

Words and expressions used in this clause which are not defined in this Agreement, but which are defined in the GST Act have the same meaning as in the GST Act.

7.2. Intention of the parties

The parties intend that:

- (a) Divisions 81 and 82 of the GST Act apply to the supplies made under and in respect of this Agreement; and
- (b) no additional amounts will be payable on account of GST and no tax invoices will be exchanged between the parties.

7.3. Reimbursement

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 must be limited to the total cost, expense or amount less the amount of any input tax credit to which any entity is entitled for the acquisition to which the cost, expense or amount relates.

7.4. Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Agreement are exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of this clause 7.

- 7.5. Additional Amounts for GST
To the extent an amount of GST is payable on a supply made by a party (Supplier) under or in connection with this Agreement (GST Amount), the recipient must pay to the Supplier the GST Amount. However, where a GST Amount is payable by Council as recipient of the supply, the Developer must ensure that:
- (a) the Developer makes payment of the GST Amount on behalf of Council, including any gross up that may be required; and
 - (b) the Developer provides a tax invoice to Council.
- 7.6. Non-monetary consideration
Clause 7.5 applies to non-monetary consideration.
- 7.7. Assumptions
The Developer acknowledges and agrees that in calculating any amounts payable under clause 7.5 the Developer must assume Council is not entitled to any input tax credit.
- 7.8. No merger
This clause does not merge on completion or termination of this Agreement.
8. Assignment and transfer
- 8.1. Right to assign or novate
- (a) Subject to sub-clause (b), prior to a proposed assignment or novation of its rights or obligations under this Agreement, the Developer or any successor to the Developer (Assigning Party) must seek the consent of Council and:
 - (i) satisfy Council (acting reasonably) that the person to whom the Assigning **Party's rights** or obligations are to be assigned or novated (Incoming Party) has sufficient assets, resources and expertise required to **perform the Assigning Party's** obligations under this Agreement insofar as those obligations are to be novated to the Incoming Party;
 - (ii) procure the execution of an agreement by the Incoming Party with Council on terms satisfactory to Council (acting reasonably) under which the Incoming Party agrees to comply with the terms and conditions of this Agreement as though the Incoming Party were the Assigning Party; and
 - (iii) satisfy Council (acting reasonably) that it is not in material breach of its obligations under this Agreement.
 - (b) The Council must not refuse consent to a proposed assignment or novation of the Developer's rights or obligations under this Agreement where such assignment or novation is to a Related Entity.
 - (c) The Assigning Party must pay Council's reasonable legal costs and expenses incurred under this clause 8.1.
- 8.2. Replacement Security
Provided that:
- (a) the Developer has complied with clause 8.1; and
 - (b) the Incoming Party or the Related Entity (as the case may be) has provided Council with a replacement Security in accordance with the requirements of Schedule 4 and on terms acceptable to Council,
- Council will promptly return the Security to the Developer.

9. Capacity
- 9.1. General warranties
Each party warrants to each other party that:
- (a) this Agreement creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
 - (b) unless otherwise stated, it has not entered into this Agreement in the capacity of trustee of any trust.
- 9.2. Power of attorney
If an attorney executes this Agreement on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.
10. Reporting requirement
- (a) By 1 September each year or as otherwise agreed with Council, the Developer must deliver to Council a report (in a format acceptable to Council) for the period 1 July to 30 June of the preceding financial year which must include the following matters, as applicable:
 - (i) details of all Development Consents issued in relation to the Development;
 - (ii) a description of the status of the Development including a plan that identifies what parts of the Development have been completed, are under construction and are to be constructed;
 - (iii) a forecast in relation to the anticipated progression and completion of the Development; and
 - (iv) a compliance schedule showing the details of all Contribution Amounts provided under this Agreement as at the date of the report and indicating any non-compliance with this Agreement and the reason for the non-compliance.
 - (b) Upon Council's request, the Developer must deliver to Council all documents and other information which, in the reasonable opinion of Council are necessary for Council to assess the status of the Development and the Developer's compliance with this Agreement.
11. No fetter
Nothing in this Agreement is to be construed as requiring Council to do anything that would cause Council to breach any of Council's obligations at law and without limitation, nothing in this Agreement shall be construed as limiting or fettering in any way the discretion of Council in exercising any of Council's statutory functions, powers, authorities or duties.
12. General Provisions
- 12.1. Entire Agreement
This Agreement constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes any prior negotiations, representations, understandings or arrangements made between the parties, whether orally or in writing.
- 12.2. Variation
This Agreement can only be varied by a later written document executed by or on behalf of all parties and in accordance with the provisions of the Act.
- 12.3. Waiver
- (a) A right 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 does not constitute a waiver of that

right, 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.

- (b) 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 breach of obligations by, another party. A waiver by a party is only effective if it is in writing. 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 obligations or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

12.4. Further assurances

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

12.5. Time for doing acts

(a) If:

- (i) the time for doing any act or thing required to be done; or
(ii) 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 5:00 pm on the specified day, it is taken to have been done on the following Business Day.

12.6. 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.

12.7. Severability

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this Agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

12.8. Preservation of existing rights

The expiration or termination of this Agreement does not affect any right that has accrued to a party before the expiration or termination date.

12.9. No merger

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this Agreement for any reason, does not merge on the occurrence of that event but remains in full force and effect.

12.10. Counterparts

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

12.11. Relationship of parties

Unless otherwise stated:

- (a) nothing in this Agreement creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and

- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge **any other party's credit**.

12.12. Good faith

Each party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this Agreement.

12.13. Explanatory note

The Explanatory Note must not be used to assist in construing this Agreement.

12.14. Expenses and stamp duty

- (a) The Developer must pay its own and Council's reasonable legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this Agreement.
- (b) The Developer must pay for all costs and expenses associated with the giving of public notice of this Agreement and the Explanatory Note in accordance with the Regulation.
- (c) The Developer must pay all Taxes assessed on or in respect of this Agreement and any instrument or transaction required or contemplated by or necessary to give effect to this Agreement (including stamp duty and registration fees, if applicable).
- (d) The Developer must provide Council with bank cheques in favour of Council, or an alternative method of payment if agreed with Council, in respect of Council's **costs pursuant to clauses 12.14(a) and (b)**:
- (i) where Council has provided the Developer with written notice of the sum of such costs prior to execution, on the date of execution of this Agreement; or
- (ii) where Council has not provided the Developer with prior written notice of the sum of such costs prior to execution, within 30 Business Days of demand by Council for payment.

12.15. Notices

- (a) Any notice, demand, consent, approval, request or other communication (Notice) to be given under this Agreement must be in writing and must be given to the recipient at its Address for Service by being:
- (i) hand delivered; or
- (ii) sent by prepaid ordinary mail within Australia; or
- (iii) sent by email.
- (b) A Notice is given if:
- (i) hand delivered, on the date of delivery but if delivery occurs after 5:00 pm New South Wales time or a day that is not a Business Day, is taken to be given on the next Business Day;
- (ii) sent by prepaid ordinary mail within Australia, on the date that is 2 Business Days after the date of posting; or
- (iii) sent by email:
- A. before 5:00 pm on a Business Day, on that Day;
- B. after 5:00 pm on a Business Day, on the next Business Day after it is sent; or
- C. on a day that it is not a Business Day, on the next Business Day after it is sent, and the sender does not receive a delivery failure notice.

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Schedule 1

Table 1 - Requirements under section 7.4 of the Act

Requirement under the Act	This 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. 	<ul style="list-style-type: none"> (a) No (b) Yes (c) No
Description of the land to which this Agreement applies – (section 7.4(3)(a))	See definition of Land in clause 1.1
Description of development to which this Agreement applies – (section 7.4(3)(b))	See definition of Development in clause 1.1
Description of change to the environmental planning instrument to which this Agreement applies – (section 7.4 (3)(b))	Not applicable
The scope, timing and manner of delivery of contribution required by this Agreement – (section 7.4 (3)(c))	See Schedule 3
Applicability of sections 7.11 and 7.12 of the Act – (section 7.4 (3)(d))	The application of sections 7.11 and 7.12 of the Act are excluded in respect of the Development
Applicability of section 7.24 of the Act – (section 7.4 (3)(d))	The application of section 7.24 of the Act is excluded in respect of the Development.
Consideration of benefits under this Agreement if section 7.11 applies – (section 7.4 (3)(e))	Not applicable
Mechanism for Dispute Resolution – (section 7.4 (3)(f))	See clause 6
Enforcement of this Agreement – (section 7.4 (3)(g))	See clause 5
No obligation to grant consent or exercise functions – (section 7.4 (10))	See clause 11

Table 2 – Other matters

Requirement under the Act	This Agreement
Registration of the Planning Agreement – (section 7.6 of the Act)	No
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
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

Schedule 2
Agreement Details (clause 1.1)

Item	Term	Description		
1	Leased Land	Lot	Deposited Plan	Registered Proprietor
		Lots 45 to 47, 53 and 54	DP 753735	[REDACTED]
		Lots 73 and 86	DP 753764	[REDACTED]
		Lot 1	DP 171815	[REDACTED]
		Lot 1	DP 575478	[REDACTED]
		Lot B	DP 972054	[REDACTED]
		Lot 1	DP 945904	[REDACTED]
		Lots 70 to 72	DP 753764	[REDACTED]
		as shown as cross-hatched on the plan at Annexure A to this Agreement		
2	Development	<p>Culcairn Solar Project which includes:</p> <ul style="list-style-type: none"> the construction and operation of a solar photovoltaic energy generation facility with an estimated capacity of 350 MW; and associated infrastructure, including a grid connection and battery storage. 		
3	Address for Service	<p>Council</p> <p>Name: Greater Hume Council</p> <p>Attention: Director Environment & Planning</p> <p>Address: 39 Young Street, Holbrook NSW 2644</p> <p>Email: ckane@greaterhume.nsw.gov.au</p>		
		<p>Developer [Neoen Note to Council: these details are to be confirmed]</p> <p>Name: Neoen Australia Pty Ltd</p> <p>Attention: «Insert name»</p> <p>Address: «Insert address»</p> <p>Email: «Insert email address»</p>		
4	Development Application	SSD 10288		
5	Security Amount	\$600,000		

Schedule 3

Development Contributions (clause 4)

1. Development Contributions

- (a) The Developer undertakes to provide the Development Contribution to Council in the manner set out in the table below:

Development Contribution	Contribution Amount (Excluding GST)	Timing
Construction Phase	\$150,000.00	Payable within 3 months from the date the Developer receives notice that the Accommodation and Employment Strategy has been approved pursuant to condition 32 of the Development Consent.
Operations Phase	\$150,000.00 per annum (as adjusted for CPI in accordance with this Schedule 3)	Commencing with an initial payment on the Commercial Operation Commencement Date and then on each anniversary of the Commercial Operation Commencement Date until the Commercial Operation End Date, subject to clause 2 of this Schedule 3

- (b) The Contribution Amount must be paid by way of bank cheque in favour of Council or by deposit by means of electronic funds transfer into an account specified by Council in writing.
- (c) For the second and all subsequent Contribution Amounts made during the Operations Phase identified in clause 1 of this Schedule 3, the annual Contribution Amount will be adjusted by CPI in accordance with clause 1(d) of this Schedule 3.
- (d) The second and all subsequent Contribution Amounts payable by the Developer under this Agreement after the occurrence of a CPI Adjustment Date is to be adjusted by multiplying the previous Contribution Amount payable (as previously adjusted in accordance with this clause, where relevant) by an amount equal to the Current CPI divided by the Base CPI.

2. Payment in advance

Nothing in this Agreement shall be read as to prevent the Developer from paying any of the remaining value of monetary contributions in advance.

Schedule 4

Security terms (clause 5)

1. Developer to provide Security
 - (a) In order to secure the payment or performance of the Development Contribution, the Developer has agreed to provide the Security.
 - (b) The Security must:
 - (i) name the Council; and
 - (ii) not have an expiry date, or if it has an expiry date, the Security must be replaced by the Developer not less than 30 Business Days prior to expiry.
2. Security
 - (a) At the time the Developer signs this Agreement, the Developer must provide the Security to Council in the amount of the Security Amount in order to secure the **Developer's obligations** under this Agreement.
 - (b) Subject to clause 8.2, from the date of execution of this Agreement until the date that the Developer has provided the Development Contribution, Council is entitled to retain the Security.
3. Claims on Security
 - (a) Council may:
 - (i) call upon the Security where the Developer has failed to pay a Contribution Amount by the date for payment of that Contribution Amount under this Agreement; and
 - (ii) retain and apply such monies towards the Contribution Amount and any costs and expenses incurred by the Council in rectifying any default by the Developer under this Agreement.
 - (b) Prior to calling upon the Security the Council must give the Developer not less than 10 Business Days written notice of his or her intention to call upon the Security.
 - (c) If:
 - (i) Council calls upon the Security; and
 - (ii) applies all or part of such monies towards the remaining Development Contributions and any costs and expenses incurred by the Council in rectifying any default by the Developer under this Agreement; and
 - (iii) has notified the Developer of the call upon the Security in accordance with clause (b) of this Schedule 4,

then the Developer must provide to the Council a replacement Security to ensure that at all times until the date that the Security is released in accordance with clause 4 of this Schedule, the Council is in possession of Security in an amount equivalent to the Security Amount.

4. Release of Security

If:

- (a) the Developer has satisfied all of its obligations under this Agreement; and
- (b) the whole of the monies secured has not been expended and the monies accounted for in accordance with clause 2 of this Schedule 4,

then Council will promptly return the Security (less any costs, charges, duties and taxes payable), or the remainder of the monies secured (as the case may be), to the Developer.

Draft 22.04.21

Schedule 5
Development Consent

Draft 22.04.21

Annexure A
Land to which this Agreement applies

Draft 22.04.21

EXECUTION PAGE

Executed as an Agreement

THE SEAL of GREATER HUME SHIRE COUNCIL was affixed in accordance with Reg 400 *Local Government (General) Regulation 2005* (NSW) pursuant to a resolution:

.....
Councillor/Mayor

.....
General Manager/Councillor

SIGNED, SEALED AND DELIVERED for and on behalf of the Minister for Planning and Public Spaces ABN 38 755 709 681, in the presence of:

.....
Signature of witness

.....
Signature of the Minister for Planning and Public Spaces or delegate

.....
Name of witness in full and address

.....
Name of Minister for Planning and Public Spaces or delegate

EXECUTED by «insert name» ABN «insert ABN» in accordance with section 127 of the *Corporations Act 2001* (Cth):

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director

.....
Name of Director/Secretary

DATED

2021

PLANNING AGREEMENT

GREATER HUME SHIRE COUNCIL (ABN 44 970 341 154)

MINISTER FOR PLANNING AND PUBLIC SPACES (ABN 38 755 709 681)

FRV Services Australia Pty Limited (ABN 60 151 469 662)



571 Kiewa Street
ALBURY NSW 2640
Tel: 02 6021 2844
Fax: 02 6021 6075
Ref: MSR: 202691

Page

Contents

1. Definitions and interpretation.....	iii
1.1. Definitions	iii
1.1. Interpretation	vi
2. Operation and application of this Agreement	vii
2.1. Operation	vii
2.2. Planning agreement under the Act	vii
2.3. Application.....	vii
3. Application of sections 7.11, 7.12 and 7.24 of the Act.....	vii
4. Development Contribution	vii
4.1. Developer to provide Development Contribution	vii
4.2. Acknowledgement	vii
5. Dispute Resolution.....	viii
5.1. Reference to dispute	viii
5.2. Notice of dispute	viii
5.3. Representatives of parties to meet	viii
5.4. Further notice if not settled	viii
5.5. Mediation	viii
5.6. Litigation	ix
5.7. No suspension of contractual obligations	ix
5.8. Not use information	ix
6. GST.....	x
6.1. Definitions	x
6.2. Intention of the parties	x
6.3. Reimbursement.....	x
6.4. Consideration GST exclusive.....	x
6.5. Additional Amounts for GST	x
6.6. Non-monetary consideration.....	x
6.7. Not used	x
6.8. No merger	x
7. Assignment and transfer	x
7.1. Right to assign or novate	x
8. Capacity.....	xi
8.1. General warranties	xi
8.2. Power of attorney	xi
9. Not Used	Error! Bookmark not defined.

10.	No fetter	xi
10.1.	Discretion	xi
10.2.	No fetter	xi
11.	General Provisions	xii
11.1.	Enforcement	xii
11.2.	Entire Agreement	xii
11.3.	Variation.....	xii
11.4.	Waiver	xii
11.5.	Further assurances	xii
11.6.	Time for doing acts.....	xii
11.7.	Governing law and jurisdiction	xiii
11.8.	Severability.....	xiii
11.9.	Preservation of existing rights.....	xiii
11.10.	No merger	xiii
11.11.	Counterparts.....	xiii
11.12.	Relationship of parties	xiii
11.13.	Good faith	xiii
11.14.	Explanatory note	xiii
11.15.	Expenses and stamp duty.....	xiii
11.16.	Notices.....	xiv
Schedule 1	.....	xv
Schedule 2	.....	xvii
Schedule 3	.....	xix
Schedule 4	.....	xxiv
Schedule 5	.....	xxvii
Annexure A	.....	31
Annexure B	.....	32
Annexure C	.....	33
EXECUTION PAGE	.....	34

THIS PLANNING AGREEMENT dated

PARTIES

GREATER HUME SHIRE COUNCIL ABN 44 970 341 154
of 39 Young Street, Holbrook NSW 2644
(Council)

MINISTER FOR PLANNING AND PUBLIC SPACES ABN 38 755 709 681
of Level 15, 52 Martin Place, Sydney NSW 2000 (Minister)

FRV Services Australia Pty Limited (ABN 60 151 469 662) of Level 22, 6-10 O'Connell
Street, Sydney NSW 2000
(Developer)

BACKGROUND

- A. The Landowner owns the Land.
- B. The Land is located in the local government area of Council.
- C. The Developer has rights in respect of the Land and proposes to carry out the Development on the Land.
- D. The Developer has lodged one or more Development Applications in respect of the Development of the Land.
- E. The Developer has offered to enter into this Agreement with Council to make the Development Contribution if the Development is undertaken and in accordance with the terms of this Agreement.
- F. The Minister is a party to this Agreement solely for the purposes of clause 3 of this Agreement, having regard to the requirement in section 7.4(3A) of the Act.

OPERATIVE PROVISIONS

1. Definitions and interpretation

1.1. Definitions

In this Agreement, unless the context requires otherwise:

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

AEMO means the Australian Energy Market Operator.

Agreement means this planning agreement, including any schedules, annexures or appendices to it.

Address for Service means the address of each party identified at Item 3 of Schedule 2 or any new address notified in writing by any party to all other parties as its new Address for Service.

Approved Local Project means each Local Project for whatever purpose (as determined by Council after recommendation by the Committee) approved for funding from the Community Fund in accordance with this Agreement.

Auditor means an appropriately qualified auditor appointed by Council.

Authority means any Federal, State or local government or semi-governmental, statutory, judicial or public person, instrumentality or department.

Business Day means any day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, and excluding 27 to 31 December, and concludes at 5:00 pm on that day.

Commercial Operation Commencement Date means the date on which the Developer provides the Council with a notice confirming that 'Final Completion' under and as defined in the engineer procure and construct contract for the Development, 'Conversion' under and as defined in the Facility Agreement and all AEMO hold point testing has been achieved.

Commercial Operation End Date means the date on which the Development ceases to generate electricity or is disconnected from the grid.

Committee means the committee established to administer the Community Fund in accordance with section 355 of the Local Government Act 1993 (NSW) and comprising:

- (a) the Mayor or Councillor Delegate;
- (b) the General Manager or delegate of Council;
- (c) two (2) community representatives;
- (d) a representative of the Developer.

Committee Constitution means the constitution governing aspects of the governance of the Committee, as modified from time to time, at Annexure B to this Agreement.

Community Fund means the fund to be established by Council and administered in accordance with this Agreement.

Community Payment Monetary Contribution means the monetary contribution to be paid by the Developer in accordance with clause 2(b) of Schedule 3 to this Agreement, comprising each Contribution Instalment Amount and to a maximum value of \$2,028,404.00 (excluding GST).

Contribution Instalment Amount means each instalment amount of the Community Payment Monetary Contribution set out in the table at clause 2(b) of Schedule 3 to this Agreement.

Council means Greater Hume Council ABN 44 970 341 154.

Council Delivery Plan means [●], a copy of which has been provided to the Developer.

CPI means the Sydney (All Groups) Consumer Price Index published by the Australian Bureau of Statistics, or if that index no longer exists, any similar index that the Council specifies, in its sole discretion, for the purposes of this Agreement.

Developer means FRV Services Australia Pty Limited (ABN 60 151 469 662) or any assignee or transferee under clause 7.1 (as applicable).

Development means the development of the Land by the Developer described at Item 2 of Schedule 2.

Development Application has the same meaning as in the Act, and specifically, refers to the development application identified at Item 4 of Schedule 2.

Development Consent has the same meaning as in the Act, and specifically, refers to the consent granted to the Development Application for the Development.

Development Contribution means the contributions to be provided by the Developer in accordance with Schedule 3.

Explanatory Note means the note exhibited with a copy of this Agreement when this Agreement is made available for inspection by the public pursuant to the Act, as required by the Regulation.

Facility Agreement means facility agreement with the Financiers for the Development.

Financial Close means the date that all conditions precedent under the Facility Agreement to entitle the Developer or its related body corporate to first drawdown under the Facility Agreement have been satisfied or waived, and notified to Council in accordance with cl 2.1(b) of this Agreement.

Financiers means the financiers for the Development (or their agents or trustees).

GST has the same meaning as in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Land means the Land described in Item 1 of Schedule 2.

Landowner means each of the Registered Proprietors identified at Item 1 of Schedule 2.

Lease means each lease of part of the Land to be entered into by the Project Trust and the Landowners on or about the date that this Agreement commences in accordance with clause 2.1.

Local Projects means any projects which:

- (a) fall within one of the following categories:
 - (i) capital works projects identified in a Council Delivery Plan;
 - (ii) tourism;
 - (iii) safety;
 - (iv) education;
 - (v) environment;
 - (vi) youth;
 - (vii) health;
 - (viii) local business; or
 - (ix) energy; and
- (b) are proposed to be carried out in, or within a 15 kilometre radius of, the Walla Walla and Culcairn townships, respectively.

Project Trust means Walla Walla Asset Co Pty Ltd as trustee for the Walla Walla Asset Trust.

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

Tax means a tax, duty (including stamp duty and any other transaction duty), levy, impost, charge, fee (including a registration fee) together with all interest, penalties, fines and costs concerning them.

Total Development Contribution means the total contribution required to be paid by the Developer in accordance with this Agreement including the Upfront Contribution and the Community Payment Monetary Contribution to a maximum value of **\$2,728,404.00** (excluding GST).

Upfront Contribution means the aggregate of the Upfront Council Payment Monetary Contribution and Upfront Community Payment Monetary Contribution, being \$700,000 to be paid by the Developer in accordance with clause 2 of Schedule 3.

Upfront Council Payment Monetary Contribution has the meaning given to that term in clause 1(a) of Schedule 3.

Upfront Community Payment Monetary Contribution has the meaning given to that term in clause 1(a) of Schedule 3.

1.1. Interpretation

In the interpretation of this Agreement, the following rules apply, unless the context makes it clear that a rule is not intended to apply:

- (a) Headings are for convenience only, and do not affect interpretation.
- (b) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (c) A singular word includes the plural, and vice versa.
- (d) A word which suggests one gender includes the other genders.
- (e) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (f) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (g) **A reference to including means "including, without limitation".**

- (h) A reference to dollars or \$ is to an amount in Australian currency.
- (i) A reference to this document includes the agreement recorded by this document.
- (j) Words defined in the GST Act have the same meaning in clauses about GST.
- (k) The Schedules, Exhibits or Annexures for part of this Agreement.
- (l) This Agreement is not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of this document to protect itself.

2. Operation and application of this Agreement

2.1. Operation

- (a) This Agreement commences on the later of:
 - (i) the date it is executed by all parties;
 - (ii) the date that the Development Consent is granted; or
 - (iii) the date that the Developer achieves Financial Close.
- (b) For the purposes of clause 2.1(a)(iii), the Developer will achieve Financial Close on the date that the Developer provides the Council with a notice in writing stating that Financial Close has been achieved.

2.2. Planning agreement under the Act

- (a) This Agreement constitutes a planning agreement within the meaning of section 7.4 of the Act.
- (b) Schedule 1 of this Agreement summarises the requirements for planning agreements under section 7.4 of the Act and the way this Agreement addresses those requirements.

2.3. Application

This Agreement applies to:

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

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

- (a) This Agreement excludes the application of section 7.11 of the Act to the Development.
- (b) This Agreement excludes the application of section 7.12 of the Act to the Development.
- (c) This Agreement excludes the application of section 7.24 of the Act to the Development.

4. Development Contribution

4.1. Developer to provide Development Contribution

The Developer undertakes to provide, or procure the provision of, to Council the Development Contribution in accordance with the provisions of Schedule 3 to this Agreement.

4.2. Acknowledgement

The Developer and Council acknowledge and agree that Council:

- (a) is to apply each Development Contribution made under this Deed toward the public purpose for which it was made and otherwise in accordance with this Deed, including the table at clause 1(a) of Schedule 3 to this Agreement;
- (b) despite clause 4.2(a), may apply the Upfront Council Payment Monetary Contribution towards a public purpose other than the public purpose specified in this Deed, if the Council reasonably considers that the public interest would be better served by applying the Upfront Council Payment Monetary Contribution towards that other purpose rather than applying the purpose so specified in the table at clause 1(a) of Schedule 3 to this Deed;
- (c) has no obligation to repay the Upfront Council Payment Monetary Contribution to the Developer; and
- (d) in circumstances where the Upfront Council Payment Monetary Contribution is transferred to any Authority, has not made any representation or warranty on behalf of that other Authority.

5. Dispute Resolution

5.1. Reference to dispute

If a dispute arises between the parties in relation to this Agreement, the parties must not commence any court proceedings relating to the dispute unless the parties have complied with this clause, except where a party seeks urgent interlocutory relief.

5.2. Notice of dispute

A Party wishing to commence the dispute resolution process must give written notice (Notice of Dispute) to the other parties of:

- (a) the nature of the dispute;
- (b) the alleged basis of the dispute; and
- (c) the position which the party issuing the Notice of Dispute believes is correct.

5.3. Representatives of parties to meet

- (a) The representatives of the parties must promptly (and in any event within 20 Business Days of the Notice of Dispute) meet in good faith to attempt to resolve the notified dispute.
- (b) The parties may, without limitation:
 - (i) resolve the dispute during the course of that meeting;
 - (ii) agree that further material or expert determination in accordance with clause 5.4 about a particular issue or consideration is needed to effectively resolve the dispute (in which event the parties will, in good faith, agree to a timetable for resolution); or
 - (iii) agree that the parties are unlikely to resolve the dispute and, in good faith, agree to a form of alternative dispute resolution (including expert determination, arbitration or mediation) which is appropriate for the resolution of the relevant dispute.

5.4. Further notice if not settled

If the dispute is not resolved within 10 Business Days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute (Determination Notice) by mediation under clause 5.5.

5.5. Mediation

If a party gives a Determination Notice calling for the dispute to be mediated:

- (a) the parties must agree to the terms of reference of the mediation within 15 Business Days of the receipt of the Determination Notice (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
- (b) the mediator will be agreed between the parties, or failing agreement within 15 Business Days of receipt of the Determination Notice, either party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- (c) the mediator appointed pursuant to this clause 5.5 must:
 - (i) have reasonable qualifications and practical experience in the area of the dispute; and
 - (ii) have no interest or duty which conflicts or may conflict with his or her function as a mediator he or she being required to fully disclose any such interest or duty before his or her appointment;
- (d) the mediator shall be required to undertake to keep confidential all matters coming to his or her knowledge by reason of his or her appointment and performance of his or her duties;
- (e) the parties must within 15 Business Days of receipt of the Determination Notice notify each other of their representatives who will be involved in the mediation (except if a resolution of the Council is required to appoint a representative, the Council must advise of the representative within 5 Business Days of the resolution, provided such resolution must be passed within 20 Business Days of the Determination Notice);
- (f) the parties must arrange and attend mediation within 6 weeks of the receipt of the Determination Notice unless otherwise agreed by the parties in writing;
- (g) the parties agree to be bound by a 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; and
- (h) in relation to costs and expenses:
 - (i) each party will bear its own professional and expert costs incurred in connection with the mediation; and
 - (ii) the costs of the mediator will be shared equally by the parties unless the mediator determines that 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.

- 5.6. Litigation
If the dispute is not finally resolved in accordance with this clause 5, then either party is at liberty to litigate the dispute.
- 5.7. No suspension of contractual obligations
Subject to any interlocutory order obtained under clause 5.1, the referral to or undertaking of a dispute resolution process under this clause 5 does not suspend **the parties' obligations under this agreement**.
- 5.8. Not use information
The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under this clause 5 is to attempt to settle the dispute. No party may use any information or documents obtained through any dispute resolution process undertaken under this clause 5 for any purpose other than in an attempt to settle the dispute.

6. GST
- 6.1. Definitions
Words and expressions used in this clause which are not defined in this Agreement, but which are defined in the GST Act have the same meaning as in the GST Act.
- 6.2. Intention of the parties
The parties intend that Divisions 81 and 82 of the GST Act apply to the supplies made under and in respect of this Agreement.
- 6.3. Reimbursement
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 must be limited to the total cost, expense or amount less the amount of any input tax credit to which any entity is entitled for the acquisition to which the cost, expense or amount relates.
- 6.4. Consideration GST exclusive
Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Agreement are exclusive of GST.
- 6.5. Additional Amounts for GST
To the extent an amount of GST is payable on a supply made by a party (Supplier) under or in connection with this Agreement (GST Amount), the recipient must pay to the Supplier the GST Amount. The Supplier must provide a tax invoice to the recipient on or before the date the consideration is payable.
- 6.6. Non-monetary consideration
Clause 6.5 applies to non-monetary consideration.
- 6.7. Not used
- 6.8. No merger
This clause does not merge on completion or termination of this Agreement.
7. Assignment and transfer
- 7.1. Right to assign or novate
- (a) Provided it is not in material breach of its obligations under this Agreement, the party seeking to assign its rights or novate its obligations under this Agreement (Assigning Party) may assign and/or novate its rights and/or obligations provided it has:
- (i) provided evidence to the Council (acting reasonably) that the person to whom the Assigning **Party's rights** and/or obligations are to be assigned or novated (Incoming Party) has sufficient assets, resources and expertise required to perform the **Assigning Party's** obligations under this Agreement insofar as those obligations are to be novated to the Incoming Party; and
- (ii) procured the execution of a deed substantially in the form set out in Schedule 5 by the Incoming Party and the Developer.

- (b) The Council acknowledges and agrees that despite clause 7.1(a), the Developer may:
 - (i) assign and/or novate its rights and obligations under this Agreement to Project Co at any time without the need to seek the consent of the Council, provided Project Co and the Developer have executed a deed substantially in the form of Schedule 5 and provided a copy of that deed has been provided to the Council; and
 - (ii) may grant the Financiers a security interest over all of its rights, title and interests in this Agreement.
- (c) Within 5 Business Days of the delivery to the Council of a deed executed by the Developer and the Incoming Party under clause 7.1(a)(ii) the Council agrees to countersign the deed and return it to the Developer.

8. Capacity

8.1. General warranties

Each party warrants to each other party that:

- (a) this Agreement creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) unless otherwise stated, it has not entered into this Agreement in the capacity of trustee of any trust.

8.2. Power of attorney

If an attorney executes this Agreement on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

9. Not Used

10. No fetter

10.1. Discretion

This Agreement is not intended to operate to fetter, in any manner, the exercise of any statutory power or discretion of Council, including but not limited to, any statutory power or discretion of Council relating to a Development Application or any other application for Development Consent (collectively, Discretion).

10.2. 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 suitably satisfied;
- (b) in the event that (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.

11. General Provisions

11.1. 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 5 (Dispute Resolution).
- (b) Nothing in this Agreement prevents:
 - (i) a party from commencing 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 functions 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.

11.2. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes any prior negotiations, representations, understandings or arrangements made between the parties, whether orally or in writing.

11.3. Variation

This Agreement can only be varied by a later written document executed by or on behalf of all parties and in accordance with the provisions of the Act.

11.4. Waiver

- (a) 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.
- (b) 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 breach of obligations by, another party. A waiver by a party is only effective if it is in writing. 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 obligations or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

11.5. Further assurances

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

11.6. Time for doing acts

- (a) If:
 - (i) the time for doing any act or thing required to be done; or
 - (ii) 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 5:00 pm on the specified day, it is taken to have been done on the following Business Day.

- 11.7. 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.
- 11.8. Severability
- If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this Agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.
- 11.9. Preservation of existing rights
- The expiration or termination of this Agreement does not affect any right that has accrued to a party before the expiration or termination date.
- 11.10. No merger
- Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this Agreement for any reason, does not merge on the occurrence of that event but remains in full force and effect.
- 11.11. Counterparts
- This Agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument.
- 11.12. Relationship of parties
- Unless otherwise stated:
- (a) nothing in this Agreement creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
 - (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.
- 11.13. Good faith
- Each party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this Agreement.
- 11.14. Explanatory note
- The Explanatory Note must not be used to assist in construing this Agreement.
- 11.15. Expenses and stamp duty
- (a) The Developer must pay its own and Council's **legal costs and** disbursements (capped at \$5,000) in connection with the negotiation, preparation, execution and carrying into effect of this Agreement.
 - (b) The Developer must pay all Taxes assessed on or in respect of this Agreement and any instrument or transaction required or contemplated by or necessary to give effect to this Agreement (including stamp duty and registration fees, if applicable).

- (c) The Developer must pay the Council's costs under clause 11.15(a) by electronic funds transfer to the account nominated by Council within 30 Business Days of receipt of a valid tax invoice from Council.

11.16. Notices

- (a) Any notice, demand, consent, approval, request or other communication (Notice) to be given under this Agreement must be in writing and must be given to the recipient at its Address for Service by being:
- (i) hand delivered; or
 - (ii) sent by prepaid ordinary mail within Australia; or
 - (iii) by email.
- (b) A Notice is given if:
- (i) hand delivered, on the date of delivery but if delivery occurs after 5:00 pm New South Wales time or a day that is not a Business Day, is taken to be given on the next Business Day;
 - (ii) sent by prepaid ordinary mail within Australia, on the date that is 2 Business Days after the date of posting; or
 - (iii) sent by email:
 - A. before 5:00 pm on a Business Day, on that Day;
 - B. after 5:00 pm on a Business Day, on the next Business Day after it is sent; or
 - C. on a day that it is not a Business Day, on the next Business Day after it is sent, and the sender does not receive a delivery failure notice.

Schedule 1

Table 1 - Requirements under section 7.4 of the Act

Requirement under the Act	This 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. 	(a) No (b) Yes (c) No
Description of the land to which this Agreement applies – (section 7.4(3)(a))	See definition of Land in clause 1.1
Description of development to which this Agreement applies – (section 7.4(3)(b))	See definition of Development in clause 1.1
Description of change to the environmental planning instrument to which this Agreement applies – (section 7.4 (3)(b))	Not applicable
The scope, timing and manner of delivery of contribution required by this Agreement – (section 7.4 (3)(c))	See Schedule 3
Applicability of sections 7.11 and 7.12 of the Act – (section 7.4 (3)(d))	The application of sections 7.11 and 7.12 of the Act is excluded in respect of the Development
Applicability of section 7.24 of the Act – (section 7.4 (3)(d))	The application of section 7.24 of the Act is excluded in respect of the Development.
Consideration of benefits under this Agreement if section 7.11 applies – (section 7.4 (3)(e))	Not applicable
Mechanism for Dispute Resolution – (section 7.4 (3)(f))	See clause 5
Enforcement of this Agreement – (section 7.4 (3)(g))	See clause 11.1
No obligation to grant consent or exercise functions – (section 7.4 (10))	See clause 10

Table 2 – Other matters

Requirement under the Act	This Agreement
Registration of the Planning Agreement – (section 7.6 of the Act)	No
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 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

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Schedule 2

Agreement Details (clause 1.1)

Item	Term	Description			
1	Land	Lot	Deposited Plan	Folio Identifier	Registered Proprietor
		16	753735	16/753735	Daniel Warwick Anthony Phegan and Caroline Margaret Horan Phegan
		17	753735	17/753735	Daniel Warwick Anthony Phegan and Caroline Margaret Horan Phegan
		20	753735	20/753735	Daniel Warwick Anthony Phegan and Caroline Margaret Horan Phegan
		21	753735	21/753735	Daniel Warwick Anthony Phegan and Caroline Margaret Horan Phegan
		87	753735	87/753735	Daniel Warwick Anthony Phegan and Caroline Margaret Horan Phegan
		88	753735	88/753735	Daniel Warwick Anthony Phegan and Caroline Margaret Horan Phegan
		89	753735	89/753735	Daniel Warwick Anthony Phegan and Caroline Margaret Horan Phegan
		108	753735	108/753735	Daniel Warwick Anthony Phegan and Caroline Margaret Horan Phegan
		109	753735	109/753735	Daniel Warwick Anthony Phegan and Caroline Margaret Horan Phegan
		118	753735	118/753735	Daniel Warwick Anthony Phegan and Caroline Margaret Horan Phegan

		3	253113	3/253113	Daniel Warwick Anthony Phegan and Caroline Margaret Horan Phegan
		1	1069452	1/1069452	Andrew McArthur Williams, Judith Anne Williams, and Andjud Nominees Pty Ltd
		A	376389	A/376389	Andrew McArthur Williams, Judith Anne Williams, and Andjud Nominees Pty Ltd
		1	933189	1/933189	Andrew McArthur Williams, Judith Anne Williams, and Andjud Nominees Pty Ltd
		as shown as cross-hatched on the plan at Annexure A to this Agreement			
2	Development		The construction, operation and decommissioning of a photovoltaic solar farm that would produce up to 300 Megawatts of alternating current (AC) electricity and associated infrastructure, including a substation, staff amenities, internal access tracks and fencing, generally in accordance with the Development Application		
3	Address for Service		Council Name: Greater Hume Shire Council Attention: Director Environment & Planning Address: 39 Young Street, Holbrook NSW 2644 Email: ckane@greaterhume.nsw.gov.au		
			Developer Name: FRV Services Australia Pty Limited (ABN 60 151 469 662) Attention: Carlo Frigerio Address: Level 22, 6-10 O'Connell Street, Sydney NSW 2000 Email: carlo.frigerio@frv.com		
4	Development Application		State significant development application number SSD-9874		

Schedule 3

Development Contributions (clause 4)

1. Development Contributions

- (a) The Developer undertakes to provide the Development Contribution to Council in the manner set out in the table below:

Development Contribution	Aggregate Value	Timing	Public Purpose
Upfront Council Payment Monetary Contribution	\$500,000 (excluding GST)	Commercial Operation Commencement Date	Expenditure item(s) identified within the Council's Operational Plan or approved budget for the year 2020-2021 or 2021–2022, provided such expenditure item(s) are Local Projects and the Developer has consented to the Local Project.
Upfront Community Payment Monetary Contribution	\$200,000 (excluding GST)	Commercial Operation Commencement Date	Local Projects
Community Payment Monetary Contribution	A maximum of \$2,028,404.00 (excluding GST)	Pursuant to clause 3 of this Schedule	Local Projects

- (b) Council and the Developer acknowledge and agree that the sum of the Upfront Council Payment Monetary Contribution, Upfront Community Payment Monetary Contribution and Community Payment Monetary Contribution (being in aggregate \$2,728,404.00) is the Development Contribution under this Agreement.
- (c) The Development Contribution must be paid by deposit by means of electronic funds transfer into an account specified by Council in writing.

2. Payment of the Development Contribution

- (a) The Developer must pay the Upfront Council Payment Monetary Contribution and Upfront Community Payment Monetary Contribution within 30 Business Days of Financial Close (being the Commercial Operation Commencement Date), subject to Council providing the Developer with a valid tax invoice requesting payment of the Upfront Council Payment Monetary Contribution and Upfront Community Payment Monetary Contribution.

- (b) Subject to clauses 2(c) - 2(e) of this Schedule, the Developer must pay each Contribution Instalment Amount to Council by way of each of the payments set out in the table below on or before achievement of the Payment Milestone applicable to the payment:

Payment	Payment Milestone	Requirements to achieve completion of Payment Milestone	Contribution Instalment Amount (excluding GST)
1.	Payment Milestone 1	1 year after the Commercial Operation Commencement Date	\$ 50,000.00
2.	Payment Milestone 2	2 years after the date on which Payment Milestone 1 was achieved.	\$ 51,000.00
3.	Payment Milestone 3	3 years after the date on which Payment Milestone 1 was achieved.	\$ 52,020.00
4.	Payment Milestone 4	4 years after the date on which Payment Milestone 1 was achieved.	\$ 53,060.40
5.	Payment Milestone 5	5 years after the date on which Payment Milestone 1 was achieved	\$ 54,121.61
6.	Payment Milestone 6	6 years after the date on which Payment Milestone 1 was achieved	\$ 55,204.04
7.	Payment Milestone 7	7 years after the date on which Payment Milestone 1 was achieved	\$ 56,308.12
8.	Payment Milestone 8	8 years after the date on which Payment Milestone 1 was achieved	\$ 57,434.28
9.	Payment Milestone 9	9 years after the date on which Payment Milestone 1 was achieved	\$ 58,582.97
10.	Payment Milestone 10	10 years after the date on which Payment Milestone 1 was achieved	\$ 59,754.63
11.	Payment Milestone 11	11 years after the date on which Payment Milestone 1 was achieved	\$ 60,949.72
12.	Payment Milestone 12	12 years after the date on which Payment Milestone 1 was achieved	\$ 62,168.72

13.	Payment Milestone 13	13 years after the date on which Payment Milestone 1 was achieved	\$ 63,412.09
14.	Payment Milestone 14	14 years after the date on which Payment Milestone 1 was achieved	\$ 64,680.33
15.	Payment Milestone 15	15 years after the date on which Payment Milestone 1 was achieved	\$ 65,973.94
16.	Payment Milestone 16	16 years after the date on which Payment Milestone 1 was achieved	\$ 67,293.42
17.	Payment Milestone 17	17 years after the date on which Payment Milestone 1 was achieved	\$ 68,639.29
18.	Payment Milestone 18	18 years after the date on which Payment Milestone 1 was achieved	\$ 70,012.07
19.	Payment Milestone 19	19 years after the date on which Payment Milestone 1 was achieved	\$ 71,412.31
20.	Payment Milestone 20	20 years after the date on which Payment Milestone 1 was achieved	\$ 72,840.56
21.	Payment Milestone 21	21 years after the date on which Payment Milestone 1 was achieved	\$ 74,297.37
22.	Payment Milestone 22	22 years after the date on which Payment Milestone 1 was achieved	\$ 75,783.32
23.	Payment Milestone 23	23 years after the date on which Payment Milestone 1 was achieved	\$ 77,298.98
24.	Payment Milestone 24	24 years after the date on which Payment Milestone 1 was achieved	\$ 78,844.96
25.	Payment Milestone 25	25 years after the date on which Payment Milestone 1 was achieved	\$ 80,421.86
26.	Payment Milestone 26	26 years after the date on which Payment Milestone 1 was achieved	\$ 82,030.30

27.	Payment Milestone 27	27 years after the date on which Payment Milestone 1 was achieved	\$ 83,670.91
28.	Payment Milestone 28	28 years after the date on which Payment Milestone 1 was achieved	\$ 85,344.32
29.	Payment Milestone 29	29 years after the date on which Payment Milestone 1 was achieved	\$ 87,051.21
30.	Payment Milestone 30	30 years after the date on which Payment Milestone 1 was achieved	\$ 88,792.23
Total			\$ 2,028,404

- (c) On each Payment Milestone, the Council will provide the Developer with a valid tax invoice for the relevant Contribution Instalment Amount with payment terms of at least 30 Business Days (Instalment Invoice).
- (d) Not less than 15 Business Days before the relevant Payment Milestone, if the Development was curtailed or disconnected by AEMO during the previous 12-month period, the Developer will provide the Council with a notice stating the number of days that the Development was curtailed or disconnected (Adjustment Notice).
- (e) If the Council receives an Adjustment Notice from the Developer, the Contribution Instalment Amount required to be paid in the relevant Instalment Invoice will be adjusted (Adjusted Contribution Instalment Amount) in accordance with the following formula:

$$A = B \times C$$

A = Adjusted Contribution Instalment Amount

B = number of days that the Project was curtailed or disconnected by AEMO during the previous 12-month period divided by 365 days

C = Contribution Instalment Amount

- (f) The parties agree that the Upfront Community Payment Monetary Contribution and the Community Payment Monetary Contribution paid in accordance with this Schedule:
 - (i) will have the public purpose of facilitating Approved Local Projects;
 - (ii) must be paid to the Community Fund; and
 - (iii) will be applied by Council in accordance with Schedule 4 to this Agreement.
- (g) The parties agree that the Upfront Council Payment Monetary Contribution paid in accordance with this Schedule will have the public purpose set out in, and will be applied by Council in accordance with, clause 4.2 of this Agreement.
- (h) For the avoidance of doubt, if the Developer does not undertake the Development, the Developer is not required to pay any Development Contribution.

3. Payment in advance

Nothing in this agreement shall be read as to prevent the Developer from paying any of the remaining value of monetary contributions in advance.

Schedule 4

Community Fund (clause 2 of Schedule 3)

1. Establishment of the Community Fund
 - (a) Council must hold and apply the Upfront Community Payment Monetary Contribution and all Contribution Instalment Amounts paid to the Community Fund in accordance with clause 2(f) of Schedule 3.
 - (b) Council must invest the Upfront Community Payment Monetary Contribution and all Contribution Instalment Amounts paid to the Community Fund and forming part of the Development Contribution in an interest-bearing account held in the name of Council for the purpose of the Community Fund pursuant to the provisions of section 625 of the Local Government Act 1993 (NSW).
 - (c) The Committee may disburse the Development Contribution in the Community Fund to Approved Local Projects that propose to invest the disbursed money for the purposes of an Approved Local Project.
2. The Committee
 - (a) The Council must establish the Committee on or before the date on which the Upfront Community Payment Monetary Contribution is paid.
 - (b) The Developer must be represented by a Developer-nominated representative on the Committee.
 - (c) The Council must ensure that the role of the Committee includes:
 - (i) determining the form in which applications for funding for Local Projects from the Community Fund are to be made;
 - (ii) recommending to Council which applications for funding for Local Projects should be funded from the Community Fund as required by clause 5(a) of this Schedule 4;
 - (iii) adherence to a Committee Constitution; and
 - (iv) to appoint the Auditor as required by clause 6(a) of this Schedule 4.
3. Call for Funding Applications
 - (a) For a minimum:
 - (i) 28 Business Days in each year in which there are funds in the Community Fund; or
 - (ii) any further period determined by the Committee,

Council must publicly advertise «in/on» the «insert publication, website etc» the availability of funds in the Community Fund and call for applications to be made to the Committee, in the form required by the Committee, from all public, community groups and individuals for funding of Local Projects (Funding Applications).

4. Notification to Developer

- (a) The Committee must:
 - (i) notify the Developer of each Funding Application;
 - (ii) if requested by the Developer, consult the Developer in relation to Funding Applications; and
 - (iii) notify the Developer of each Local Project which is to be funded from the Community Fund, including the amounts of any funding.

5. Allocation of funds

- (a) The Committee must make recommendations to Council as to which of the Funding Applications the Committee recommends be funded from the Community Fund.
- (b) Council must:
 - (i) consider the funding recommendations made by the Committee;
 - (ii) consider any Committee consultation with the Developer pursuant to clause 4(a)(ii) of this Schedule 4;
 - (iii) procure that Council confirms which Local Projects will be funded from the Community Fund in accordance with the recommendations of the Committee.
- (c) Council must pay funds from the Community Fund to each Approved Local Project, and may require each Approved Local Project to enter into a Funding Agreement where appropriate.
- (d) The costs incurred by Council in administering the Community Fund shall be paid to Council out of the Community Fund on an as needed basis and shall be no more than \$5,000.00 per annum indexed to CPI.

6. Auditing

- (a) During each year in which there are funds in the Community Fund, Council must appoint an Auditor to reconcile:
 - (i) the Upfront Community Payment Monetary Contribution and all Contribution Instalment Amounts paid by the Developer under clause 2 of Schedule 3;

- (ii) any payments made by Council in accordance with clause 5 of this Schedule 4;
 - (iii) identify any corrective payments required.
- (b) The Developer and Council must make any corrective payments identified by the Auditor as being necessary to reconcile the Community Fund. For the avoidance of doubt, the Developer will not be required to pay any more than the Total Development Contribution.
- (c) The costs of the Auditor will be paid out of the Community Fund.

Draft

Schedule 5
Deed of novation

Draft

Dated [●]/[●]/20[●]

Novation Deed

between

[insert transferor]

[insert transferee]

and

GREATER HUME SHIRE COUNCIL

Draft

This deed is made on [●] 20[●]

Between:

Greater Hume Shire Council (the Council);

[insert] (Original Developer); and

[insert] (New Developer).

Whereas:

The Council and the Original Developer are parties to the VPA.

The parties have agreed to transfer the rights and obligations of the Original Developer to the New Developer, on the terms set out in this deed.

It is agreed:

1. Definitions and interpretation

1.1. Definitions

In this deed:

Effective Date means the date of this deed.

Trust means the '[insert name of Trust]', constituted by the trust deed [insert], as amended from time to time.

VPA means planning agreement between the Council and the Original Developer dated [insert].

1.2. Interpretation

Clause 1.1 (*Interpretation*) of the VPA is incorporated into this deed as if set out in full.

2. Novation and release

2.1. Novation of rights and obligations

On and from the Effective Date:

- (a) the Original Developer absolutely and unconditionally transfers all of its rights and obligations under the VPA to the New Developer;
- (b) **the New Developer takes the benefit of all of the Original Developer's rights and assumes all of the Original Developer's obligations and liabilities under the VPA;** and
- (c) each reference in the VPA to the Original Developer is to be read as if it were a reference to the New Developer.

2.2. Release

On and from the Effective Date, the Original Developer is released from all of its obligations and liabilities (but without prejudice to its obligations and liabilities under the VPA which have arisen prior to the Effective Date).

3. Variation

3.1. Variation of VPA

On and from the Effective Date, the parties agree that the VPA is varied as follows:

1. **A new definition, at clause 1.1 after the definition 'Tax', is inserted as follows:**

"Trust means the '[insert name of Trust]', constituted by the trust deed [insert], as amended from time to time."

- 3.2. VPA otherwise unchanged
Except as varied under clause 3, the VPA remains unchanged and in full force and effect.
4. General
- 4.1. Governing law and jurisdiction
- (a) This deed is governed by the laws of New South Wales.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.
- 4.2. Legal costs
- The New Developer shall cover the Council's costs for the negotiation and execution of this deed up to a cap of AUD\$1,000 (excluding GST).**
- 4.3. Further action
Each party must do all things and execute all further documents necessary to give full effect to this deed.
- 4.4. Counterparts
This deed may be executed in any number of counterparts and all counterparts taken together will constitute one document.

Executed as a deed:

[insert signature blocks]

Annexure A
Land to which this Agreement applies

Draft

Annexure B
Committee Constitution

Draft

Annexure C

Draft

EXECUTION PAGE

Executed as an Agreement

THE SEAL of GREATER HUME SHIRE COUNCIL was affixed in accordance with Reg 400 *Local Government (General) Regulation 2005* (NSW) pursuant to a resolution:

.....

Councillor/Mayor

.....

General Manager/Councillor

SIGNED, SEALED AND DELIVERED for and on behalf of the Minister for Planning and Public Spaces ABN 38 755 709 681, in the presence of:

.....

Signature of witness

.....

Signature of the Minister for Planning and Public Spaces or delegate

.....

Name of witness in full and address

.....

Name of Minister for Planning and Public Spaces or delegate

EXECUTED by FRV Services Australia Pty Limited (ABN 60 151 469 662) in accordance with section 127 of the *Corporations Act 2001* (Cth):

.....

Signature of Director

.....

Signature of Director/Secretary

.....

Name of Director

.....

Name of Director/Secretary

Draft

DATED

2021

PLANNING AGREEMENT

GREATER HUME SHIRE COUNCIL

MINISTER FOR PLANNING AND PUBLIC SPACES (ABN 38 755 709 681)

JINDERA SOLAR FARM PTY LTD



571 Kiewa Street
ALBURY NSW 2640
Tel: 02 6021 2844
Fax: 02 6021 6075
Ref: MSR:191867

Contents

1.	Definitions and interpretation.....	3
1.1.	Definitions	3
1.1.	Interpretation	5
2.	Operation and application of this Agreement	6
2.1.	Operation	6
2.2.	This Agreement commences on the date it is executed by all parties.Planning agreement under the Act	6
2.3.	Application.....	6
3.	Application of sections 7.11, 7.12 and 7.24 of the Act.....	6
4.	Development Contribution	6
4.1.	Developer to provide Development Contribution	6
4.2.	Acknowledgement	7
5.	Enforcement	7
6.	Registration.....	7
6.1.	Registration of Agreement.....	7
7.	Dispute Resolution.....	7
7.1.	Reference to dispute	7
7.2.	Notice of dispute	7
7.3.	Representatives of parties to meet	8
7.4.	Further notice if not settled	8
7.5.	Mediation	8
7.6.	Expert determination	8
7.7.	Litigation	9
7.8.	No suspension of contractual obligations	9
7.9.	Not use information	9
8.	GST.....	9
8.1.	Acknowledge and agreement of the parties.....	9
8.2.	Reimbursement.....	9
8.3.	Consideration GST exclusive.....	9
8.4.	Additional Amounts for GST	10
8.6.	No merger	10
9.	Assignment	10
9.1.	Right to assign or novate	10
9.2.	Right to transfer Land	10
10.	Capacity.....	10
10.1.	General warranties	10
10.2.	Power of attorney	10
11.	Reporting requirement	11
12.	No fetter	11
12.1.	Discretion	11

12.2. No fetter 11

13. General Provisions11

13.1. Entire Agreement 11

13.2. Variation..... 11

13.3. Waiver 12

13.4. Further assurances 12

13.5. Time for doing acts..... 12

13.6. Governing law and jurisdiction 12

13.7. Severability..... 12

13.8. Preservation of existing rights..... 12

13.9. No merger 12

13.10. Counterparts..... 12

13.11. Relationship of parties 12

13.12. Good faith 13

13.13. Explanatory note 13

13.14. Expenses and stamp duty 13

13.15. Notices..... 13

Schedule 115

Schedule 2.....16

Schedule 3.....16

Schedule 4.....20

Annexure A.....23

EXECUTION PAGE24

THIS PLANNING AGREEMENT dated

PARTIES

GREATER HUME SHIRE COUNCIL ABN 44 970 341 154
of 39 Young Street, Holbrook NSW 2644
(Council)

MINISTER FOR PLANNING AND PUBLIC SPACES ABN 38 755 709 681
of Level 15, 52 Martin Place, Sydney NSW 2000 (Minister)

JINDERA SOLAR FARM PTY LTD ABN 98 623 377 453
of Suite 2, Level 25, 100 Miller Street, North Sydney NSW 2060
(Developer)

BACKGROUND

- A. The Land is located in the local government area of Greater Hume Shire Council.
- B. The Developer proposes to carry out the Development on the Land.
- C. The Developer has lodged the Development Application seeking development consent from the Minister to carry out the Development on the Land.
- D. The Developer has offered to enter into this Agreement with Council to make the Development Contribution.
- E. The Minister is a party to this Agreement solely for the purposes of clause 3 of this Agreement, having regard to the requirement in section 7.4(3A) of the Act.

OPERATIVE PROVISIONS

1. Definitions and interpretation

1.1. Definitions

In this Agreement, unless the context requires otherwise:

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

Agreement means this this Planning Agreement, including any schedules, annexures or appendices to it.

Address for Service means the address of each party identified at Item 3 of Schedule 2 or any new address notified in writing by any party to all other parties as its new Address for Service.

Approved Local Project means each Local Project for a public purpose (as determined by Council after recommendation by the Committee which is not inconsistent with, or has the potential to adversely impact the Development, Developer or renewable energy industry sector.) approved for funding from the Community Fund in accordance with this Agreement.

Auditor means an appropriately qualified auditor appointed by Council.

Authority means any Federal, State or local government or semi-governmental, statutory, judicial or public person, instrumentality or department.

Base CPI means:

1. For the first CPI Adjustment Date it means the CPI number for the quarter ending immediately before the Commercial Operation Commencement Date; and

2. For the second and all subsequent CPI Adjustment Dates it means the CPI number adopted by the parties as the Current CPI for the previous CPI Adjustment Date in each instance for the Council Payment Monetary Contribution and the Community Fund Monetary Contribution.

Business Day means any day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, and excluding 27 to 31 December, and concludes at 5:00 pm on that day.

Commercial Operation Commencement Date means the date on which the Development has been fully commissioned on the electricity grid in accordance with the Development Consent and is able to export all of its rated output.

Commercial Operation End Date means the date on which the Developer notifies Council in writing that it has permanently ceased operations of the Development and commenced decommissioning in accordance with the Development Consent.

Committee means the committee established to administer the Community Fund in accordance with section 355 of the Local Government Act 1993 (NSW) and comprising:

- (a) the Mayor or Councillor Delegate;
- (b) the General Manager or delegate of Council;
- (c) up to 2 community representatives; and
- (d) a representative of the Developer.

Committee Constitution means the constitution governing aspects of the governance of the Committee, as modified from time to time in accordance with this Agreement, at Annexure B to this Agreement.

Community Fund means the fund to be established by Council and administered in accordance with this Agreement.

Community Fund Monetary Contribution means that part of the Development Contribution identified at Schedule 3.

Contribution Amount means an amount of the monetary contribution to be paid by the Developer in accordance with Schedule 3.

Council means Greater Hume Council ABN 44 970 341 154.

Council Payment Monetary Contribution means that part of the Development Contribution identified at Schedule 3.

CPI means the Sydney (All Groups) Consumer Price Index published by the Australian Bureau of Statistics, or if that index no longer exists, any similar index that the Council specifies, in its sole discretion, for the purposes of this Agreement.

CPI Adjustment Date means:

1. For the Council Payment Monetary Contribution it means the date of each Contribution Milestone 2 to 6 inclusive as identified in clause 2(a) of Schedule 3; and
2. For the Community Fund Monetary Contribution it means 1 July occurring after the Commercial Operation Commencement Date and each anniversary thereafter.

Current CPI means the CPI number for the quarter ending immediately before the relevant CPI Adjustment Date.

Developer means Jindera Solar Farm Pty Ltd ABN 98 623 377 453.

Development means the Jindera Solar Farm as authorised by the Development Consent as described at Item 2 of Schedule 2.

Development Application has the same meaning as in the Act, and where relevant for the purposes of this Agreement refers to the development application identified at Item 4 of Schedule 2.

Development Consent has the same meaning as in the Act, and where relevant for the purposes of this Agreement, refers to the development consent granted to the Development Application for the Development, including any modifications of that Development Consent in accordance with the Act.

Development Contribution means the contributions identified in Schedule 3 which are to be provided by the Developer in accordance with this Agreement.

Explanatory Note means the note exhibited with a copy of this Agreement when this Agreement is made available for inspection by the public pursuant to the Act, as required by the Regulation.

GST has the same meaning as in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Land means the land the subject of the Development Consent, including (but not limited to) the Land described in Item 1 of Schedule 2.

Local Projects means any projects which:

- (a) fall within one of the following categories:
 - (i) tourism;
 - (ii) safety;
 - (iii) education;
 - (iv) environment;
 - (v) youth;
 - (vi) health;
 - (vii) local business; or
 - (viii) energy;
- (b) are proposed to be carried out within the local government area of Council; and
- (c) are not inconsistent with, or have the potential to adversely impact the Development, Developer or renewable energy industry sector.

Minister means the minister administering the Act.

Real Property Act means the *Real Property Act 1900* (NSW).

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

Tax means a tax, duty (including stamp duty and any other transaction duty), levy, impost, charge, fee (including a registration fee) together with all interest, penalties, fines and costs concerning them.

1.1. Interpretation

In the interpretation of this Agreement, the following rules apply, unless the context makes it clear that a rule is not intended to apply:

- (a) Headings are for convenience only, and do not affect interpretation.
- (b) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;

- (iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or
 - (v) not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (vi) anything (including a right, obligation or concept) includes each part of it.
- (c) A singular word includes the plural, and vice versa.
 - (d) A word which suggests one gender includes the other genders.
 - (e) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
 - (f) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
 - (g) **A reference to including means “including, without limitation”.**
 - (h) A reference to dollars or \$ is to an amount in Australian currency.
 - (i) A reference to this document includes the agreement recorded by this document.
 - (j) Words defined in the GST Act have the same meaning in clauses about GST.
 - (k) The Schedules, Exhibits or Annexures for part of this Agreement.
 - (l) This Agreement is not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of this document to protect itself.
- 2. Operation and application of this Agreement
 - 2.1. Operation
 - 2.2. Planning agreement under the Act
 - (a) This Agreement constitutes a planning agreement within the meaning of section 7.4 of the Act and commences on the date it is executed by all parties.
 - (b) Schedule 1 of this Agreement summarises the requirements for planning agreements under section 7.4 of the Act and the way this Agreement addresses those requirements.
 - 2.3. Application

This Agreement applies to:

 - (a) the Land; and
 - (b) the Development.
 - 3. Application of sections 7.11, 7.12 and 7.24 of the Act
 - (a) This Agreement excludes the application of section 7.11 of the Act to the Development.
 - (b) This Agreement excludes the application of section 7.12 of the Act to the Development.
 - (c) This Agreement excludes the application of section 7.24 of the Act to the Development.
 - 4. Development Contribution
 - 4.1. Developer to provide Development Contribution
 - (a) The Developer undertakes to provide to Council the Development Contribution in accordance with the provisions of Schedule 3 to this Agreement.

- (b) **The Developer's obligation to provide to Council the Development Contribution ceases upon the earlier of:**
 - (i) the date upon which the Developer has paid in full the Council Payment Monetary Contribution and Community Fund Monetary Contribution in accordance with Schedule 3 to this Agreement; or
 - (ii) the Commercial Operation End Date.
- (c) If the Commercial Operation End Date occurs prior to the date referred to in clause 4.1(b)(i) above, then the Developer remains liable under this Agreement for the payment of any Development Contribution obligation that accrued prior to that Commercial Operation End Date but is otherwise released by Council from any further obligation to make any Development Contributions under this Agreement.

4.2. Acknowledgement

The parties acknowledge and agree that, subject to section 7.3 of the Act:

- (a) Council has no obligation to use or expend the Council Payment Monetary Contribution for a particular public purpose, subject to the provisions of this Agreement, and has no obligation to repay the Council Payment Monetary Contribution; and
- (b) Notwithstanding clause 4.2 (a) above, Council acknowledges its obligation to use the Community Fund Monetary Contribution for the public purpose of facilitating Approved Local Projects in accordance with, among other provisions of this Agreement, clause 3 of Schedule 3 and Schedule 4.

5. 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 7.
- (b) Nothing in this Agreement prevents:
 - (i) a party from commencing 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 functions 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.

6. Registration

6.1. Registration of Agreement

The parties agree that the existence of this Agreement will not be registered on titles to the Land.

7. Dispute Resolution

7.1. Reference to dispute

If a dispute arises between the parties in relation to this Agreement, the parties must not commence any court proceedings relating to the dispute unless the parties have complied with this clause, except where a party seeks urgent interlocutory relief.

7.2. Notice of dispute

A Party wishing to commence the dispute resolution process must give written notice (Notice of Dispute) to the other parties of:

- (a) the nature of the dispute;
- (b) the alleged basis of the dispute; and
- (c) the position which the party issuing the Notice of Dispute believes is correct.

- 7.3. Representatives of parties to meet
- (a) The representatives of the parties must promptly (and in any event within 20 Business Days of the Notice of Dispute) meet in good faith to attempt to resolve the notified dispute.
 - (b) The parties may, without limitation:
 - (i) resolve the dispute during the course of that meeting;
 - (ii) agree that further material or expert determination in accordance with clause 7.6 about a particular issue or consideration is needed to effectively resolve the dispute (in which event the parties will, in good faith, agree to a timetable for resolution); or
 - (iii) agree that the parties are unlikely to resolve the dispute and, in good faith, agree to a form of alternative dispute resolution (including expert determination, arbitration or mediation) which is appropriate for the resolution of the relevant dispute.
- 7.4. Further notice if not settled
- If the dispute is not resolved within 10 Business Days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute (Determination Notice) by mediation under clause 7.5 or by expert determination under clause 7.6.
- 7.5. Mediation
- If a party gives a Determination Notice calling for the dispute to be mediated:
- (a) the parties must agree to the terms of reference of the mediation within 15 Business Days of the receipt of the Determination Notice (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
 - (b) the mediator will be agreed between the parties, or failing agreement within 15 Business Days of receipt of the Determination Notice, either party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
 - (c) the mediator appointed pursuant to this clause 7.5 must:
 - (i) have reasonable qualifications and practical experience in the area of the dispute; and
 - (ii) have no interest or duty which conflicts or may conflict with his or her function as a mediator he or she being required to fully disclose any such interest or duty before his or her appointment;
 - (d) the mediator shall be required to undertake to keep confidential all matters coming to his or her knowledge by reason of his or her appointment and performance of his or her duties;
 - (e) the parties must within 15 Business Days of receipt of the Determination Notice notify each other of their representatives who will be involved in the mediation (except if a resolution of the Council is required to appoint a representative, the Council must advise of the representative within 5 Business Days of the resolution);
 - (f) the parties must arrange and attend mediation within 6 weeks of the receipt of the Determination Notice unless otherwise agreed by the parties in writing;
 - (g) the parties agree to be bound by a 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; and
 - (h) in relation to costs and expenses:
 - (i) each party will bear its own professional and expert costs incurred in connection with the mediation; and
 - (ii) the costs of the mediator will be shared equally by the parties unless the mediator determines that 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.
- 7.6. Expert determination
- If the dispute is not resolved under clause 7.3 or clause 7.5, or the parties otherwise agree that the dispute may be resolved by expert determination, the parties may refer the dispute to an expert, in which event:

- (a) the dispute must be determined by an independent expert in the relevant field:
 - (i) agreed upon and appointed jointly by the parties; provided that
 - (ii) in the event that no agreement is reached or no appointment is made within 20 Business Days of the agreement to refer the dispute to an expert; then
 - (iii) appointed on application of a party by the then President of the Law Society of New South Wales;
- (b) the expert must be appointed in writing and the terms of the appointment must not be inconsistent with this clause;
- (c) the determination of the dispute by such an expert will be made as an expert and not as an arbitrator and will be in writing and contain the reasons for the determination;
- (d) the expert will determine the rules for the conduct of the process but must conduct the process in accordance with the rules of natural justice;
- (e) each party will bear its own costs in connection with the process and the determination by the expert and will share equally **the expert's fees and costs; and**
- (f) any determination made by an expert pursuant to this clause is final and binding upon the parties unless:
 - (i) within 20 Business Days of receiving the determination, a party gives written notice to the other party that it does not agree with the determination and commences litigation; or
 - (ii) the determination is in respect of, or relates to, termination or purported termination of this agreement by any party, in which event the expert is deemed to be giving a non-binding appraisal.

7.7. Litigation

If the dispute is not finally resolved in accordance with this clause 7, then either party is at liberty to litigate the dispute.

7.8. No suspension of contractual obligations

Subject to any interlocutory order obtained under clause 7.7, the referral to or undertaking of a dispute resolution process under this clause 8 **does not suspend the parties' obligations under this agreement.**

7.9. Not use information

The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under this clause 7 is to attempt to settle the dispute. No party may use any information or documents obtained through any dispute resolution process undertaken under this clause 8 for any purpose other than in an attempt to settle the dispute.

8. GST

8.1. Acknowledge and agreement of the parties

The parties acknowledge and agree that Division 81 of the GST Act applies to the supplies made under and in respect of this Agreement such that clause 8.4 does not apply to the Development Contribution.

8.2. Reimbursement

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 must be limited to the total cost, expense or amount less the amount of any input tax credit to which any entity is entitled for the acquisition to which the cost, expense or amount relates.

8.3. Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Agreement are exclusive of GST.

- 8.4. Additional Amounts for GST
Subject to clause 8.1, to the extent an amount of GST is payable on a supply made by a party (Supplier) under or in connection with this Agreement (GST Amount), subject to the receipt of a tax invoice, the recipient must pay to the Supplier the GST Amount.
- 8.5. Non-monetary consideration
Clause 8.4 applies to taxable supplies made for either monetary or non-monetary consideration.
- 8.6. No merger
This clause does not merge on completion or termination of this Agreement.
9. Assignment
- 9.1. Right to assign or novate
- (a) The Developer may assign or novate its rights or obligations under this Agreement to a third party, provided that:
- (i) Council is satisfied (acting reasonably and without delay) that the incoming third party is solvent and capable of performing **the Developer's** obligations under this Agreement insofar as those obligations are to be assigned or novated to the third party ; and
- (ii) procure the execution of an agreement by the third party with Council (acting reasonably and without delay) under which the third party agrees to comply with the terms and conditions of this Agreement as though the third party were the Developer.
- (b) The Developer must pay Council's reasonable legal costs and expenses incurred under this clause 9.1.
- 9.2. Right to transfer Land
- (a) The Developer may sell, transfer or assign (as the case may be) its interest in the whole or part of any part of the Land provided that:
- (i) Council is satisfied (acting reasonably and without delay) that the incoming third party is solvent and capable of performing **the Developer's** obligations under this Agreement insofar as those obligations are to be sold, transferred or assigned (as the case may be) to the third party; and
- (ii) procure the execution of an agreement by the third party with Council (acting reasonably and without delay) under which the third party agrees to comply with the terms and conditions of this Agreement as though the third party were the Developer.
- (b) The Developer must pay Council's **legal costs** and expenses incurred under this clause 9.2.
10. Capacity
- 10.1. General warranties
Each party warrants to each other party that:
- (a) this Agreement creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) unless otherwise stated, it has not entered into this Agreement in the capacity of trustee of any trust.
- 10.2. Power of attorney
If an attorney executes this Agreement on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

11. Reporting requirement
- (a) Commencing on 1 September 2021 and then on each anniversary thereafter during the term of this Agreement, the Developer must deliver to Council a report for the period 1 July to 30 June of the preceding financial year which must include the following matters, as applicable:
- (i) details of all Development Consents issued in relation to the Development;
 - (ii) a description of the status of the Development including a plan that identifies what parts of the Development have been completed, are under construction and are to be constructed;
 - (iii) a forecast in relation to the anticipated progression and completion of the Development; and
 - (iv) a compliance schedule showing the details of all Contribution Amounts provided under this Agreement as at the date of the report and indicating any material non-compliance with this Agreement and the reason for that non-compliance.
- (b) Upon reasonable written notice from the Council, the Developer must deliver to Council all documents and other information which, in the reasonable opinion of Council are necessary for Council to assess the status of the Development and **the Developer's compliance with** this Agreement.
12. No fetter
- 12.1. Discretion
This Agreement is not intended to operate to fetter, in any manner, the exercise of any statutory power or discretion of Council, including but not limited to, any statutory power or discretion of Council relating to a Development Application or any other application for Development Consent (collectively, Discretion).
- 12.2. 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 suitably satisfied;
 - (b) in the event that (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.
13. General Provisions
- 13.1. Entire Agreement
This Agreement constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes any prior negotiations, representations, understandings or arrangements made between the parties, whether orally or in writing.
- 13.2. Variation
This Agreement can only be varied by a later written document executed by or on behalf of all parties and in accordance with the provisions of the Act.

- 13.3. Waiver
- (a) 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.
 - (b) 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 breach of obligations by, another party. A waiver by a party is only effective if it is in writing. 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 obligations or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- 13.4. Further assurances
- Each party must promptly execute all documents and do all other things reasonably necessary or desirable to give full effect to the arrangements contained in this Agreement.
- 13.5. Time for doing acts
- (a) If:
 - (i) the time for doing any act or thing required to be done; or
 - (ii) 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 5:00 pm on the specified day, it is taken to have been done on the following Business Day.
- 13.6. 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.
- 13.7. Severability
- If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this Agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.
- 13.8. Preservation of existing rights
- The expiration or termination of this Agreement does not affect any right that has accrued to a party before the expiration or termination date.
- 13.9. No merger
- Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this Agreement for any reason, does not merge on the occurrence of that event but remains in full force and effect.
- 13.10. Counterparts
- This Agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument.
- 13.11. Relationship of parties
- Unless otherwise stated:
- (a) nothing in this Agreement creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and

- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to **pledge any other party's** credit.
- 13.12. Good faith
Each party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this Agreement.
- 13.13. Explanatory note
The Explanatory Note must not be used to assist in construing this Agreement.
- 13.14. Expenses and stamp duty
- (a) Subject to clause 13.14(b), the Developer must pay its own and half of Council's reasonable legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this Agreement.
- (b) **The Developer's liability under clause 13.14(a) for Council's reasonable legal costs and disbursements is capped at \$1,000.**
- (c) The Developer must pay for all costs and expenses associated with the giving of public notice of this Agreement and the Explanatory Note in accordance with the Regulation.
- (d) The Developer must pay all Taxes assessed on or in respect of this Agreement and any instrument or transaction required or contemplated by or necessary to give effect to this Agreement (including stamp duty and registration fees, if applicable).
- (e) The Developer must provide Council with bank cheques in favour of Council, or an alternative method of payment if agreed with Council, in respect of Council's **costs pursuant to clause 13.14 (b)**:
- (i) where Council has provided the Developer with written notice of the sum of such costs prior to execution, on the date of execution of this Agreement; or
- (ii) where Council has not provided the Developer with prior written notice of the sum of such costs prior to execution, within 30 Business Days of demand by Council for payment.
- 13.15. Notices
- (a) Any notice, demand, consent, approval, request or other communication (Notice) to be given under this Agreement must be in writing and must be given to the recipient at its Address for Service by being:
- (i) hand delivered; or
- (ii) sent by prepaid ordinary mail within Australia; or
- (iii) in the case of a Notice to be given by Council, sent by email.
- (b) A Notice is given if:
- (i) hand delivered, on the date of delivery but if delivery occurs after 5:00 pm New South Wales time or a day that is not a Business Day, is taken to be given on the next Business Day;
- (ii) sent by prepaid ordinary mail within Australia, on the date that is 2 Business Days after the date of posting; or
- (iii) sent by email:
- A. before 5:00 pm on a Business Day, on that Day;
- B. after 5:00 pm on a Business Day, on the next Business Day after it is sent; or
- C. on a day that it is not a Business Day, on the next Business Day after it is sent,

and the sender does not receive a delivery failure notice.

Schedule 1

Table 1 - Requirements under section 7.4 of the Act

Requirement under the Act	This Agreement
Planning instrument and/or development application – (section 7.4(1)) (1) The Developer has: (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, (2) The Developer is required to dedicate land free of cost, pay a monetary contribution, or provide any other material public benefit, or any combination of them, to be used for or applied towards a public purpose.	(1) (a) No (b) Yes (c) No (2) Yes – pay a monetary contribution to be applied towards a public purpose
Description of the land to which this Agreement applies – (section 7.4(3)(a))	See definition of Land in clause 1.1
Description of development to which this Agreement applies – (section 7.4(3)(b))	See definition of Development in clause 1.1
Description of change to the environmental planning instrument to which this Agreement applies – (section 7.4 (3)(b))	Not applicable
The scope, timing and manner of delivery of contribution required by this Agreement – (section 7.4 (3)(c))	See Schedule 3
Applicability of sections 7.11 and 7.12 of the Act – (section 7.4 (3)(d))	The application of sections 7.11 and 7.12 of the Act is excluded in respect of the Development
Applicability of section 7.24 of the Act – (section 7.4 (3)(d))	The application of section 7.24 of the Act is excluded in respect of the Development.
Consideration of benefits under this Agreement if section 7.11 applies – (section 7.4 (3)(e))	Not applicable
Mechanism for Dispute Resolution – (section 7.4 (3)(f))	See clause 7
Enforcement of this Agreement – (section 7.4 (3)(g))	See clause 5
No obligation to grant consent or exercise functions – (section 7.4 (10))	See clause 12

Table 2 – Other matters

Requirement under the Act	This 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
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

Schedule 2
Agreement Details (clause 1.1)

1	Land	Lot	Deposited Plan
		Lot 2	213465
		70, 90, 133 – 136, 138 – 141, 147, 148 and 153 – 155	753342
		1 - 3	1080215
		1	1252930 (former Crown Road)
		1	588720 (45m wide proposed transmission line easement for the grid connection corridor)
		Urana Road Walla Walla Jindera Road Ortlipp Road Council Road (CADID 105338106)	
2	Development	The construction, operation and decommissioning of a photovoltaic solar farm facility and associated infrastructure with an installed capacity of approximately 150 megawatts of electricity (direct current).	
3	Address for Service	Council Name: Greater Hume Shire Council Attention: Director Environment & Planning Address: 39 Young Street, Holbrook NSW 2644 Email: CKane@greaterhume.nsw.gov.au	
		Developer Name: Jindera Solar Farm Pty Ltd Attention: Head of Development Address: Suite 1, Level 25, 100 Miler Street, North Sydney NSW 2060 Email: shaq.m@hanwha.com	
4	Development Application	Jindera Solar Farm SSD-9549	

Schedule 3
Development Contributions (clause 4)

1. Development Contributions

- (a) The Developer undertakes to provide the Development Contribution to Council in the manner set out in the table below:

Development Contribution	Value	Timing	Public Purpose
Council Payment Monetary Contribution	\$950,000	Pursuant to clause 2 of this Schedule 3	Expenditure item(s) identified within the Council's Operational Plan or approved budget for the year 2020-2021 or 2021-2022 provided such expenditure item(s) are Local Projects and the Developer has consented to the Local Project.
Community Fund Monetary Contribution	\$750,000	Pursuant to clause 3 of this Schedule 3	Local Projects

- (b) Council and the Developer acknowledge and agree that the sum of the Council Payment Monetary Contribution and the Community Fund Monetary Contribution (being in aggregate \$1,700,000) form the Development Contribution under this Agreement.
- (c) Each Contribution Amount must be paid by way of bank cheque in favour of Council or by deposit by means of electronic funds transfer into an account specified by Council in writing.

2. Payment of the Council Payment Monetary Contribution

- (a) The Developer must pay the Council Payment Monetary Contribution to Council by way of each of the payments set out in the table below on or before achievement of the Contribution Milestone applicable to the payment:

Payment	Contribution Milestone	Requirements to achieve completion of Contribution Milestone	Contribution Amount
1	Contribution Milestone 1	Commercial Operation Commencement Date	\$700,000
2	Contribution Milestone 2	12 months after the date on which Contribution Milestone 1 was achieved	\$50,000 +CPI
3	Contribution Milestone 3	24 months after the date on which Contribution Milestone 1 was achieved.	Contribution Amount calculated at Contribution Milestone 2 +CPI
4	Contribution Milestone 4	36 months after the date on which Contribution Milestone 1 was achieved.	Contribution Amount calculated at Contribution Milestone 3 +CPI
5	Contribution Milestone 5	48 months after the date on which Contribution Milestone 1 was achieved.	Contribution Amount calculated at Contribution Milestone 4 +CPI

6	Contribution Milestone 6	60 months after the date on which Contribution Milestone 1 was achieved	Contribution Amount calculated at Contribution Milestone 5 +CPI
Total			\$950,000 +CPI as indexed in accordance with clause 2(b) of this Schedule 3

(b) On each CPI Adjustment Date (being the Contribution Milestone identified in clause 2(a) of this Schedule), the next Contribution Amount payable is to be adjusted as follows:

$$ACA = \frac{CA \times \text{Current CPI}}{\text{Base CPI}}$$

Where:

ACA = the Adjusted Contribution Amount payable on the relevant CPI Adjustment Date;
and

CA = the Contribution Amount applicable at the relevant Contribution Milestone as specified in clause 2(a) of this Schedule 3 (and as previously adjusted in accordance with this clause where relevant).

3. Payment of the Community Fund Monetary Contribution

(a) The Developer must pay the Community Fund Monetary Contribution to the Community Fund by way of:

- (i) \$25,000 on or before the Commercial Operation Commencement Date;
- (ii) \$25,000 plus CPI on or before each anniversary of the Commercial Operation Commencement Date until the first to occur of:
 - A. the Commercial Operation End Date; or
 - B. the expiry of 30 years after the first Community Fund Payment is made by the Developer.

(b) The parties agree that the Community Fund Monetary Contribution paid in accordance with this clause will have the public purpose of facilitating Approved Local Projects.

(c) On each CPI Adjustment Date, the next Community Fund Contribution Amount payable is to be adjusted as follows:

$$ACA = \frac{CA \times \text{Current CPI}}{\text{Base CPI}}$$

Where:

ACA = the Adjusted Contribution Amount payable on the relevant CPI Adjustment Date;
and

CA = the Community Fund Contribution Amount payable in accordance with clause 3(a) of this Schedule 3 (and as previously adjusted in accordance with this clause where relevant).

4. Payment in advance

Nothing in this agreement shall be read as to prevent the Developer from paying any of the remaining value of monetary contributions in advance.

Schedule 4

Community Fund (clause 3 of Schedule 3)

1. Establishment of the Community Fund
 - (a) Council must hold and apply all Contribution Amounts paid to the Community Fund and forming part of the Community Fund Monetary Contribution in accordance with clause 3(b) of Schedule 3.
 - (b) Council must invest all Contribution Amounts paid to the Community Fund and forming part of the Community Fund Monetary Contribution in an interest-bearing account held in the name of Council for the purpose of the Community Fund pursuant to the provisions of section 625 of the Local Government Act 1993 (NSW).
 - (c) The Committee may disburse the Community Fund Monetary Contribution to Approved Local Projects that propose to invest the disbursed money for the purposes of an Approved Local Project.
2. The Committee
 - (a) The Council must establish the Committee on or before the date on which the first Contribution Amount forming part of the Community Fund Monetary Contribution is paid.
 - (b) The Developer must be represented by a Developer-nominated representative on the Committee.
 - (c) The Council must ensure that the role of the Committee includes:
 - (i) determining the form in which applications for funding for Local Projects from the Community Fund are to be made;
 - (ii) recommending to Council which applications for funding for Local Projects should be funded from the Community Fund as required by clause 5(a) of this Schedule 4;
 - (iii) adherence to a Committee Constitution; and
 - (iv) to appoint the Auditor as required by clause 6(a) of this Schedule 4.
3. Call for Funding Applications
 - (a) During:
 - (i) July 1 to September 30 in each year in which there are funds in the Community Fund; or
 - (ii) any further period determined by the Committee,

Council must publicly advertise in relevant channels determined by the Committee, such as Council media release and website, the availability of funds in the Community Fund (and include in the advertisement that those Funds have been provided by the Developer for the Jindera Solar Farm) and call for applications to be made to the Committee, in the form required by the Committee, from all public, community groups and individuals for funding of Local Projects (Funding Applications).

- (b) Funding Applications may only be made by or on behalf of residents or community groups located in the local government area of Council.
4. Notification to Developer
- (a) The Committee must:
 - (i) notify the Developer of each Funding Application;
 - (ii) consider in good faith any reasonable comments made by the Developer in relation to Funding Applications; and
 - (iii) notify the Developer of each Funding Application which it proposes to recommend for funding from the Community Fund, including the reasons for that decision and the proposed amounts of any funding.
5. Allocation of funds
- (a) The Committee must make recommendations to Council as to which of the Funding Applications the Committee recommends be funded from the Community Fund.
 - (b) For the purposes of clause 5(a) above, and in addition to the other matters that the Committee must consider under this Agreement, the Committee must ensure that:
 - (i) the maximum amount of recommended funding from the Community Fund must not exceed \$10,000 in respect of any single Funding Application; and
 - (ii) to the extent practicable and reasonable in the circumstances give priority to Funding Applications received from eligible applicants located within 5 km of the Development.
 - (c) Council must, prior to the allocation of any funds in the Community Fund:
 - (i) consider the funding recommendations made by the Committee;
 - (ii) consider any Committee consultation with the Developer pursuant to clause 4(a)(ii) of this Schedule 4;
 - (d) procure that Council confirms which Local Projects will be funded from the Community Fund in accordance with the recommendations of the Committee. Council must pay funds from the Community Fund to each Approved Local Project, and may require each Approved Local Project to enter into a Funding Agreement where appropriate.
 - (e) The costs incurred by Council in administering the Community Fund shall be paid to Council out of the Community Fund on an as needed basis and shall be no more than \$1,000 per annum indexed to CPI.
6. Auditing
- (a) During each year in which there are funds in the Community Fund, Council must appoint an Auditor to reconcile:
 - (i) the Community Fund Monetary Contribution paid by the Developer under clause 3 of Schedule 3;

- (ii) any payments made by Council in accordance with clause 5 of this Schedule 4;
 - (iii) identify any corrective payments required.
- (b) The Developer and Council must make any corrective payments identified by the Auditor as being necessary to reconcile the Community Fund.
- (c) The costs of the Auditor will be paid out of the Community Fund.

7. **Acknowledgement of the Developer's Contribution**

Where an Approved Local Project is funded in full, or in part, by money from the Community Fund, Council will acknowledge the funding provided by the Developer. This may take the form of a suitable plaque or information board being erected at the site of the Approved Local Project, or may take the form of an acknowledgement at a Council Meeting or via a media release or alternate method, as deemed appropriate by Council in its absolute discretion.

Annexure A
Committee Constitution

EXECUTION PAGE

Executed as an Agreement

THE SEAL of GREATER HUME SHIRE COUNCIL was affixed in accordance with Reg 400 *Local Government (General) Regulation 2005* (NSW) pursuant to a resolution:

.....
Councillor/Mayor	General Manager/Councillor

SIGNED, SEALED AND DELIVERED for and on behalf of the Minister for Planning and Public Spaces ABN 38 755 709 681, in the presence of:

.....
Signature of witness	Signature of the Minister for Planning and Public Spaces or delegate

.....
Name of witness in full and address	Name of Minister for Planning and Public Spaces or delegate

EXECUTED by JINDER A SOLAR FARM PTY LTD ABN 98 623 377 453 in accordance with section 127 of the *Corporations Act 2001* (Cth):

.....
Signature of Director	Signature of Director/Secretary

.....
Name of Director	Name of Director/Secretary

Walla Walla Community Development Committee

Walla Walla a Rural Community Alive with Opportunity

10th May 2021

Mr Steven Pinnuck
PO Box 99
HOLBROOK 2644

Attention General Manager

Culcairn Solar Farm (SSD10288) - Draft Voluntary Planning Agreement
Walla Walla Solar Farm (SSD9874) – Voluntary Planning Agreement

Dear Steven,

The Walla Walla Community Development Committee (WWCDC) as a reference group of Council has and will remain neutral in relation to any State Significant Development which effects the Greater Hume Council. The WWCDC as a reference group of Council views that it is appropriate to make comment as per the request from the Greater Hume Council's, Have you Say – On Public Exhibition: - in relation to the Culcairn Solar Farm (SSD10288) Draft Voluntary Planning Agreement.

The Greater Hume Council in the Explanatory Note mentions that “The Department of Planning, Industry and Environment has assessed a development application from Neoen Australia to develop a 350 megawatt (MW) solar farm with a 100MW / 200MW – hour battery storage approximately 4 kilometres south-west of Culcairn. Approval was granted by the Independent Planning Commission to the development on the 25 March 2021. The development consent contained a condition of consent requiring the applicant to enter into a Voluntary Planning Agreement (VPA) with Council. The VPA provides a lump sum payment to Council of \$150 000 and then an annual contribution of \$150, 000 (adjusted annually) until the cessation of operation of the development. The VPA secures offsite benefits for the community so that the development will deliver a net community benefit. Consequently, the VPA will have a positive impact in the locality of the development.”

As the Greater Hume Council states that “the VPA will have a positive impact in the locality of the development” and the WWCDC is a reference group of Council and one of the two townships within the locality, the Committee would like to request the following: -

Schedule 3 under 1. Development Contribution (clause 4) pg. 16 of 27

In relation to any monetary contributions paid during the Construction and Operations Phase to the Greater Hume Council. As a reference group of Council, the WWCDC would like to see a fair portion of the contributions (i.e. 50%) be spent in the in the vicinity of Walla Walla in consultation with the WWCDC to assist the growth and enhancement of the town.

Schedule 3 under 2. Payment in Advance pg. 16 of 27

In relation to any monetary contributions paid in advance to the Greater Hume Shire. As a reference group of Council, the WWCDC would like to see a fair portion of the contributions (i.e. 50%) be spent in the in the vicinity of Walla Walla in consultation with the WWCDC to assist the growth and enhancement of the town.

In relation to the **Walla Walla Solar Farm application by FRV Services Australia**, we would like to see monetary contributions split between neighboring towns, in the vicinity of the solar farm and the towns Development Committees have a say in how money is spent.

Our Committee member Jenny Jacob would like it shown for the record that she was not in favour of submitting this letter.

The WWCDC is a neutral party in regard to whether solar farms should go ahead in this area. However, we strongly recommend that any fund arising from these projects is spent in the townships that are directly affected by the developments i.e. Walla Walla and Culcairn, for Culcairn Solar Farm

Yours sincerely,

Walla Walla Community Development Committee.

Chairman	Deputy	Members			
Chairman Mr Daniel Nadebaum Kirk Market Street Kotzur Walla Walla NSW 2659 Seidel 0412187698	Secretary Kim Lieschke Gerogery West Road Walla Walla NSW 2659 0412691312	 Mrs Leonie Carey 9 Townview Avenue Walla Walla NSW 2659 0408365895	 Mrs Selina Kohlhagen Mrs Marj Rayner Mr Cameron Odewahn Mr Trevor Schroeter	 Mrs Jenny Jacob Mrs Leonie Carey Mrs Janet Paech Mrs Karen Wenke	 Mr Mark Mr Andrew Mr John Ben & Raquel Kotzur



General Manager
Greater Hume Shire.
mail@greaterhume etc

8 May 2021,

Dear Steve,

CULCAIRN NEOEN SOLAR FARM VPA-HAVE YOUR SAY

The VPA states an amount of \$150,000 per year will be given to the Greater Hume Shire to be used to benefit the community.

On behalf of the Culcairn Community Development Committee, we request that this most certainly occurs, with this money spent in Culcairn only for such things that don't fall into any criteria for other State or Federal grant funding. Such things that would directly benefit the community for example, upgrades to public facilities:- the current parks, the Creative Hub idea, more footpaths, wider footpaths to accommodate push bikes, the bike track, encouraging Balfour Street business owners with a dollar for dollar incentive to fix up roofs/verandas/remove old or unneeded electrical infrastructure (Towong Shire did this) maybe put the electrical wiring underground to businesses in the main street. Perhaps this money could also be used to help in the VMO situation-help pay for after hours VMO sharing in the shire.

Consultation with local community groups such as the CCDC, Lions, the Garden Club etc with regards to the expenditure of this money would be greatly appreciated. There may be possibilities of combining the funds with the designated Community Benefit fund down the track if a big project is to be realised.

Culcairn is a town on the way up not on the way down, this money will make a marked difference to how quickly we can improve the town, to be heading in the right direction, onwards and upwards.

This is also how we would like to see the funds from the other VPA's used, in the local, closest town to the Solar farm development, ie Walla Solar farm-funds used in Walla, Jindera Solar Farm-funds used in Jindera, like the same as above, for projects that don't fit into grant criteria from State or Federal Governments.

Thanks for your consideration,

Culcairn Community Development Committee.

Have Your Say Form - Solar Farms in Greater Hume

Submission date: 23 April 2021, 5:29PM

Receipt number: SOLWEB3

Related form version: 1

Have Your Say - please provide your comments/suggestions/opinions on the following Solar Farms (you are able to choose either one or all of the Solar Farms).

Culcairn Solar Farm

Jindera Solar Farm

Walla Walla Solar Farm

What is your name (first and surname)?

What is your phone number?

What is your email address?

What is your address? (inc Street/Rural Number)

I live in

If other, name town/village/area

Your Suggestions and/or Comments

I am very frustrated that the Walla Walla, Jindera and Culcairn Solar Projects are all approved. After following these projects closely, sending submissions and speaking against them all to the same two IPC Commissioners, I and many others feel completely let down that the Department and IPC have taken no notice at all of the serious concerns by not thoroughly examining the claims of the foreign owned solar companies. The VPA's from solar companies, have completely taken the focus off serious concerns....the projects are based on incorrect land classifications, huge fire risks, complete devastation to the environment and biodiversity with the removal of many trees and native vegetation, contamination to water courses and soil from toxic chemicals in solar panels, nowhere to

recycle 1,909,500 solar panels and associated electrical equipment, been proven from Bomen Solar that sheep can't graze as they eat the wires...to mention a few! Honestly these are such serious consequences that will see huge problems in our Shire for many years to come. I am completely against dirty money being used in towns in our Shire. It will only add to the deep divisions there already are. We are used to working together in our communities and in Walla Walla we were so excited to recently get a grant from Riverina Water for exercise equipment and painting the water tower. The untruths that FRV said about Walla Walla in their report, were very upsetting...that our oldest business Lieschke Motors would close at June 30th last year, retail businesses have closed or reduced hours, primary school struggles for numbers, so Walla Walla needs an injection of a solar project into the town's economy ...and FRV want to earn our trust with this project?? We don't need dirty money from solar companies! Walla Walla is doing fine! A suggestion if there is money to spend, put it away in a fund to pay for unexpected costs from these projects (eg. what if the Company goes broke?, the statements about removing the project are vague) and give money to organizations like Lifeline and Beyond Blue. The impact these projects have had on the lives of many people in our Shire for three years plus is immeasurable. Yours sincerely,

Have Your Say Form - Solar Farms in Greater Hume

Submission date: **10 May 2021, 10:44AM**

Receipt number: **SOLWEB8**

Related form version: **1**

Have Your Say - please provide your comments/suggestions/opinions on the following Solar Farms (you are able to choose either one or all of the Solar Farms).

Culcairn Solar Farm

Jindera Solar Farm

Walla Walla Solar Farm

What is your name (first and surname)?

What is your phone number?

What is your email address?

What is your address? (inc Street/Rural Number)

I live in

Other

If other, name town/village/area

Your Suggestions and/or Comments

Large-scale PV Solar Electricity Generating Works are a serious/irreversible toxic, heavy-metal leachate contamination risk - completely conflicting with healthy food production.

They do not belong anywhere near Walla Walla, Jindera, Culcairn & Glenellen as these are irreplaceable, reliably productive, FOOD growing districts.

The EPA advise that under the POEO Act - the regulatory body - Greater Hume Shire Council will be responsible & liable for any land/water contamination caused by these Solar Electricity Generating Works that occurs on these solar sites & impacts any surrounding landholder's land/water.

Given the shonky, misrepresentative, off-shore, proven non-compliant, subsidy hungry developers involved, the complete failure of the NSW DPIE/PCN to address this immediate & severely detrimental risk (with carcinogenic cadmium proven to leach from intact PV Solar panels & cadmium, chromium, toxic lead etc. washing via rainwater from hail fractured, damaged, degraded, inferior, aged, burnt PV Solar) & their conflicted approvals - with their Planner/Environmental Assessment Officer Rob Beckett now working for the Developers (FRV Renewables,) Greater Hume Shire Council should be appealing all of these obnoxious, environmentally damaging Electricity Generating Works in the Land & Environment Court & presenting the NSW DPIE/PCN's corrupt, unjust, failed approval process to ICAC.

Have Your Say Form - Solar Farms in Greater Hume

Submission date: **9 May 2021, 6:25PM**

Receipt number: **SOLWEB6**

Related form version: **1**

Have Your Say - please provide your comments/suggestions/opinions on the following Solar Farms (you are able to choose either one or all of the Solar Farms).

Culcairn Solar Farm

What is your name (first and surname)?

What is your phone number?

What is your email address?

What is your address? (inc Street/Rural Number)

I live in

If other, name town/village/area

Your Suggestions and/or Comments

I don't believe that Council should have this money as Council didn't support this development. GHS is closed for business but happy to take the money without the support. If the VPA is acceptable by the Applicant then Council should spend it in the township of Culcairn and not in the towns that are not "disadvantaged" by this development like Cr. Meyer has previously mentioned

Have Your Say Form - Solar Farms in Greater Hume

Submission date: 9 May 2021, 6:41PM

Receipt number: SOLWEB7

Related form version: 1

Have Your Say - please provide your comments/suggestions/opinions on the following Solar Farms (you are able to choose either one or all of the Solar Farms).

Walla Walla Solar Farm

What is your name (first and surname)?

What is your phone number?

What is your email address?

What is your address? (inc Street/Rural Number)

I live in

If other, name town/village/area

Your Suggestions and/or Comments

I believe that all money associated with the Walla Walla Solar Farm should be spent to enhanced the township of Walla. This should form part of the VPA document so the money can't move around to other areas of the shire at the Councillors discretion! The infamous "5" only want the money without any support and made Greater Hume Shire closed for business.

Have Your Say Form - Solar Farms in Greater Hume

Submission date: **9 May 2021, 6:16PM**

Receipt number: **SOLWEB5**

Related form version: **1**

Have Your Say - please provide your comments/suggestions/opinions on the following Solar Farms (you are able to choose either one or all of the Solar Farms).

Culcairn Solar Farm

What is your name (first and surname)?

What is your phone number?

What is your email address?

What is your address? (inc Street/Rural Number)

I live in

If other, name town/village/area

Your Suggestions and/or Comments

I support the CSF, I personally don't think that the Council should have accepted the VPA as the Council has not been supportive of this development. Council wants the money without welcoming new business. The VPA should if accepted only be spent in the area of Culcairn and not in other towns not associated with the development.

Have Your Say Form - Solar Farms in Greater Hume

Submission date: **12 April 2021, 11:27AM**

Receipt number: **SOLWEB2**

Related form version: **1**

Have Your Say - please provide your comments/suggestions/opinions on the following Solar Farms (you are able to choose either one or all of the Solar Farms).

Culcairn Solar Farm

Jindera Solar Farm

Walla Walla Solar Farm

What is your name (first and surname)?

What is your phone number?

What is your email address?

What is your address? (inc Street/Rural Number)

I live in

If other, name town/village/area

Your Suggestions and/or Comments

As farmers, we are extremely disappointed that these solar farms have been approved in our local area. We consider that there are options available, other than taking productive farming land for this purpose. We've already lost farming land for housing development. Why not utilise less productive land for solar, and leave this area to do what it does best....farm!

Have Your Say Form - Solar Farms in Greater Hume

Submission date: **26 April 2021, 7:18PM**

Receipt number: **SOLWEB4**

Related form version: **1**

Have Your Say - please provide your comments/suggestions/opinions on the following Solar Farms (you are able to choose either one or all of the Solar Farms).

Jindera Solar Farm

What is your name (first and surname)?

What is your phone number?

What is your email address?

What is your address? (inc Street/Rural Number)

I live in

If other, name town/village/area

Your Suggestions and/or Comments

I believe the proposed solar farm in Jindera will be an excellent asset to our community. It will bring significant benefits fiscally, environmentally, and promises to increase employment in our region. Geographically it seems to be a good choice with more than adequate sunlight, typically stable grounds and looks to make good on currently under-utilised land.

TOURISM AND PROMOTIONS REPORT (April 2021)

Areas Projects	Objectives	Progress and Comments
Visitor Information Centre and Submarine Museum	Offering visitors to Greater Hume information and advice on accommodation, places to eat, attractions, maps, tours, road conditions, events and other general information. Reception and admission to Submarine Museum. Implement the Greater Hume Visitor Experience Plan. Delivery Plan 3.3.1.1.06, 3.3.1.1.05	<ul style="list-style-type: none"> • Visitor Information Centre Statistics: 2021 - Walk In – 2047, Phone Calls - 35, Emails – 1. 2019 - Walk In – 1806, Phone Calls - 33, Emails – 7. • Submarine Museum 2021 - Adult - 159, Child - 87, Concession - 139, Family – 107, Group – 6, Total - 498. 2019 - Adult - 134, Child - 26, Concession - 152, Family – 107, Group – 85, Total - 504.
Events	To assist with the promotion of Greater Hume's many and varied events. Implement the GH Visitor Experience Plan. Delivery Plan 3.3.1.1.01, 3.3.1.1.08	<ul style="list-style-type: none"> • Assisting ANZAC Day events as well as Jindera Community Garage Sale, Holbrook Sheep and Wool Fair, Walla Walla Show n Shine, Battle of the Borders (National Carriage Event) and other smaller events.
Social Media	Implement and enhance online communication tools using technologies such as social networking mechanism. Implement the Greater Hume Visitor Experience Plan. Delivery Plan 3.3.1.1.09	<ul style="list-style-type: none"> • Instagram, #visitgreaterhume – 790 followers • Individual facebook pages: <ul style="list-style-type: none"> ○ Greater Hume Council – 2531 followers ○ Greater Hume Visitor Information Centre – 561 followers ○ Holbrook Submarine Museum – 1115 followers ○ Greater Hume Children's Services – 852 followers ○ Greater Hume Youth Advisory Committee – 412 followers ○ Buy Local in Greater Hume – 483 followers
Promotions	To promote Greater Hume as a place to visit or stay, whether for ½ day, full day or more. Implement the GH Visitor Experience Plan. Delivery Plan 3.3.1.1.01, 3.3.1.1.08	<ul style="list-style-type: none"> • Emailed 'What's On in April leaflets to Visitor Information Centres in NSW and VIC, coach/bus/tour companies, tourism operators within shire and regional, media, visitor information points and to interested residents in shire. • Developing and have commenced rolling out of social media tiles on towns and villages, tours and itineraries.
Australia Day	Recognise community leaders and their efforts and encourage others in the community to take up leadership roles. Delivery Plan 1.1.2.8.1 and 2.1.1.1.1	<ul style="list-style-type: none"> • Australia Day 2022 in Greater Hume, EOI to host 2022 has been sent out to all community organisations, community newsletters, website and social media. EOI will close on 28 May with a report to June meeting.
Signage	Implement the Greater Hume Visitor Experience Plan. Delivery Plan 3.3.1.1.03	<ul style="list-style-type: none"> • Currently looking at grant opportunities for further signage.
Greater Hume Council Newsletters	Redesign the format and content of Council's quarterly newsletter to ensure effective and targeted content. Delivery Plan 1.2.1.1.3	<ul style="list-style-type: none"> • Greater Hume First 2021 Newsletter is out with information on 2021 Local Government Elections, supporting local businesses, Have Your Say – Draft 2017-2022 Delivery Plan and 2020-2021 Operational Plan, Disability Inclusion Action Plan, Australia Day address by Anupam Sharma, Greater Hume Australia Day 2021 @ Walbundrie, Riverina Water funding, Holbrook Landcare update, Waste Facilities Opening Times and Accepted Waste and many other regular items.

TOURISM AND PROMOTIONS REPORT (April 2021)

Murray Arts	Murray Arts aim is to actively assist the ongoing development of, and participation in, arts and culture throughout the Border region. Implement the Greater Hume Visitor Experience Plan. Delivery Plan 3.3.1.1.04	<ul style="list-style-type: none"> • Murray Arts have commenced planning for 2021. • Developed a Cultural Round Table Group to support the arts in the Murray Region.
Greater Hume Tourism	Implement the Greater Hume Visitor Experience Plan which was endorsed March 2014 by Greater Hume Council. Delivery Plan 3.3.1.1.06, 3.3.1.1.05	<ul style="list-style-type: none"> • Monthly newsletters are being sent to all Greater Hume Tourism Operators, providing latest information on COVID 19, tourism opportunities, marketing, social media and promotional campaigns as well as relevant contacts and statistics. • Currently managing 154 Greater Hume ATDW Listings. The Australian Tourism Data Warehouse (ATDW) is Australia's national platform for digital tourism marketing in Australia. Established in 2001, the ATDW is jointly owned and managed by all Australian state and territory government tourism bodies. ATDW distributes this information to over 60 partners' websites to support local tourism businesses in expanding their online exposure, bookings and marketing. • Continuing with social media Welcome to Greater Hume and providing tours and ideas of what people can do in Greater Hume.
Murray Regional Tourism (MRT)	The MRT is a joint venture between Albury, Balranald, Berrigan, Campaspe, Corowa, Deniliquin, Gannawarra, Greater Hume, Mildura, Moira, Murray, Swan Hill, Wakool, Wodonga, as well as Tourism Vic and Destination NSW. Delivery Plan 3.3.1.1.04, 3.3.1.1.07, 3.3.1.1.16	<ul style="list-style-type: none"> • Murray Regional Tourism is currently holding monthly Zoom meetings with all Tourism Managers to assist with advocacy and commence planning for 2021. • A Visitor Information Centre network is meeting via Zoom on a monthly basis. • Murray River Traveller Guide is now available in all regional Visitor Information Centres. • Murray Regional Tourism and Destination Riverina Murray are funding a mentoring program (through Karen Oliver Tourism) to develop new tourism experiences and enhance ongoing experiences. Four of Greater Hume's operators applied for the program with two successfully obtaining a place in the program, Flyfaire Wines (Woomargama) and Holbrook Paddock Eggs (Holbrook).
Museums and Heritage	GHS currently has 10 public or private museums and three historical societies. Museum Advisor (Vanessa Keenan) – In partnership with Albury City Council and Museums and Galleries NSW we have engaged the services of a museum advisor. Delivery Plan 3.3.1.1.14	<ul style="list-style-type: none"> • The Museum Adviser has been engaged again for 2021. During Dec and Jan we have applied for two grants and have been successful in obtaining both, see Grants and Funding for more information.

TOURISM AND PROMOTIONS REPORT (April 2021)

<p>Grants and Funding</p>	<p>Greater Hume Council and community groups have had the opportunity to bid for funds from NSW and Federal Government for various projects across the Shire</p> <p style="text-align: center;"><i>Delivery Plan 3.3.1.1.04</i></p>	<p>The following grant applications have been recently submitted:</p> <ul style="list-style-type: none"> • Austrade’s Regional Tourism Bushfire Recovery Grant – Stream One - \$30,000 – Greater Hume and Henty Machinery Field Days Promotional Production - This project will be developing and promoting the videos, photography, social media posts, advertising and Hume Highway signage in order to attract visitors both old and new to Greater Hume and Henty Machinery Field Days. – SUCCESSFUL. • Create NSW - Regional Cultural Fund - Digitisation Round – \$332,745 - In partnership with Albury City (lead agency)) - Murray Region Digitisation Hub - As an extension of the regional museum outreach work undertaken by Albury City and Greater Hume Councils through the M&GNSW funded Museum Advisor Program, Albury Council has entered into written agreements with seven community museums and collecting organisations in the Murray region. The Project will involve the engagement of a Digitisation Project Officer and the repurposing and fit-out of a digitisation workshop space and studio at the LibraryMuseum’s offsite storage facility. The Project Officer will coordinate a program to implement the AlburyCity & Greater Hume Museum Digitisation Strategy. Council will purchase specialised digitisation equipment and implement professional training programs that will build and maintain skills responsive to the capacity of individual museums, facilitating the digitisation of at least 400 objects. Council and partners will continue to offer regular digitisation training, a collection database and equipment availability and assistance as well as an equipment loans system to each organisation into the future. SUCCESSFUL. • NSW Government - Bushfire Local Economy Recovery Fund - \$451,054 – Hanel’s Lookout - This project at Hanel’s Lookout (Woomargama National Park) will create viewing platforms, walk ways, sealed carpark, sealed Hanel’s Road, toilet, picnic area and signage. – SUBMITTED, AWAITING OUTCOME • Museums & Galleries NSW - \$13,000 - Greater Hume will be engaging 2 x local creative to research, develop, film and edit a 6 episode web series focused on the interpretation of objects and stories from each of the community museums, Culcairn Station Masters House Museum, Headlie Taylor Header Museum, Holbrook Submarine Museum, Holbrook Woolpack Inn Museum, Jindera Pioneer Museum and Wymah Schoolhouse Museum. SUCCESSFUL. • Continued to supply Letters of Support and advice to Community Groups for Grant Applications. • Working with local tourism operators and event organisers on the following funding opportunities: <ul style="list-style-type: none"> • Tourism Product Development Fund (Closes 31 March): <ul style="list-style-type: none"> • Stream 1 - Refresh and Renew Fund: Offering \$10,000 grants to regional tourism operators to update their product or experience. • Stream 2 - Experience Enhancement Fund: Provides between \$50,000 and \$150,000 in matched funding to assist operators upgrade existing accommodation to improve their star rating, upgrade business and leisure event venues and facilities, repurpose existing infrastructure to provide new facilities or experiences not currently available within the destination, or to create new tourism attractions or experiences. • Regional Business Event Development Fund (Closes 30 April): Grants of up to \$30,000 to create, attract and support business events for regional NSW, and to motivate business event owners to incorporate regional NSW in their plans.
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TOURISM AND PROMOTIONS REPORT (April 2021)

Greater Hume Council Website	Develop a new Greater Hume Council website including a dedicated Have Your Say portal which is compliant with accessibility standards. <i>Delivery Plan 1.2.1.1.4</i>	Seamless CMS(OpenCities) is the provider of Council's websites – Greater Hume Council, Visit Greater Hume, Greater Hume Children Services and Town and Village websites.						
				Greater Hume greaterhume.nsw.gov.au		GH Children Services ghchildren.com.au		Visit Greater Hume Visitgreaterh ume.com.
		April 2021		20/21	19/20	20/21	19/20	20/21
		Website Traffic	New	3960	2639	520	150	522
			Returning	1355	1073	219	92	49
		Device Paths	Desktop	2159	1690	320	128	213
			Mobile	2364	1468	387	99	289
			Tablet	184	199	32	15	29
		Traffic Source	Organic	3240	2484	561	130	339
			Direct	705	650	158	97	77
Referral	593		88	1	9	82		
Social	252		181	19	6	35		
Bounce Rate	%	57.35	57.15	23.95	54.96	70.18		
<p>www.greaterhume.nsw.gov.au - top pages:</p> <ol style="list-style-type: none"> 1. Living in Greater Hume – Waste Facilities Opening Times Charges and Accepted Waste 2. Events – ANZAC Day Services in Greater Hume 3. Contact Us 4. Your Greater Hume Council – Careers with Us 5. Your Greater Hume Council – Building and Development <p>www.ghchildren.com.au – top pages:</p> <ol style="list-style-type: none"> 1. Family Day Care 2. Family Day Care – Enrol Your Child/Children 3. Featured Content – Children and Families 4. Contact Us 5. Holbrook Centre – Enrol Your Child/Children <p>www.visitgreaterhume.com.au – top pages:</p> <ol style="list-style-type: none"> 1. Featured Content – Natural Wonders – Wymah Ferry 2. Holbrook 3. Featured Content – What's On 4. Jindera – Explore Eat Stay – Jindera Primitive Camping Ground 5. Featured Content – Be Inspired 								

Areas/Projects	Objectives	Progress and Comments
<p>Impact of COVID-19 on business</p> <p>JobKeeper</p> <p>Unemployment</p> <p>Jobs</p> <p>Businesses</p>	<p>In percentage terms, it's Accommodation & Food Services sector employment which has been impacted by COVID-19. Source: REMPLAN.</p> <p>The JobKeeper Payment is designed to help businesses affected by the Coronavirus to cover the costs of their employees' wages, so that more employees can retain their job and continue to earn an income.</p> <p>https://rb.gy/4i01oc</p>	<p>https://treasury.gov.au/coronavirus/jobkeeper/data Statistics for Greater Hume postcodes - Jobkeeper fortnight payments as 22 March 2021, for the second quarter of the Job Keeper Extension period Source: ATO: Jindera 48, Holbrook 27, Culcairn 11, Henty 20, Walla Walla 16.</p> <p>Unemployment 2020 Dec 2020 Qtr: Greater Hume 3.2%, Australia 6.4%</p> <p>Home to 10,764 people, Greater Hume Shire supports 3,414 jobs and has an annual economic output of \$1.190 billion *Source: REMPLAN</p> <p>Number of businesses 1360 (2019 Year) Source: ABS. Some categories</p> <p>701 Agriculture, Forestry and Fishing Sector 145 Construction 78 Rental, Hiring & Real Estate 75 Transport 46 Retail 29 Accommodation & Food Service</p>
<p>Business Newsletter</p> <p>Business Advice and Training</p>	<p>To produce a quarterly business newsletter for distribution electronically to businesses listed in the Greater Hume Business Directory database</p> <p>Consult with existing home based and small businesses to identify specific business management training & development needs and facilitate development of a program of training courses, seminars and workshops.</p>	<p>Autumn edition will be published May 2021.</p> <p>Following on from 92 women which attended Women's Week in March activities, investigating Women In Business After Hours get together July 2021 and Business After Hours event (general) in October 2021 at Culcairn (central location) last event held in 2019.</p> <p>Working cooperatively with Business Connect (BEC) to promote business training opportunities across the LGA.</p>
<p>Business Database</p>	<p>Promote the shire internally and externally</p>	<ul style="list-style-type: none"> • Business database 593 listings (95% data integrity) used to email e – newsletter, business training courses, important Council news. • The database forms the basis of the Buy Local Business Directory.

Industrial Land developments in Greater Hume	To offer industrial land 'development ready'	Jindera Industrial Estate – all allotments Stage 2 sold or contract exchanged Holbrook Industrial Estate All Stage 2 sold or contract exchanged Council is progressing next stages.
Residential Land Jacob Wenke Dr Subdivision - Walla Walla	To offer residential land 'development ready'	Seven lot subdivision on Jacob Wenke Dr, Walla Walla – all lots sold or in contract stage. Planning for Stage 2 subdivision is progressing.
Culcairn Residential Estate project	Support for preparation of case for low interest loan funding for this project	At December meeting, Council has resolved to purchase 15ha for future residential development at Culcairn. Council made application for low interest funding under the NSW Department of Planning, Industry and Environment Low Cost Loans Initiative Round 3 and was successful. The Low Cost Loans Initiative (LCLI) assists councils with the cost of new infrastructure by funding 50% of the interest paid on borrowings related to infrastructure.
Ensure access to reliable high speed telecommunication services	Reliable internet and mobile phone coverage essential for businesses to establish and grow	Funding for new small cell mobile tower at Talmalmo, located between Jingellic and Wymah, with 15km radius. Switched on 28 January 2021.
Buy Local in Greater Hume initiative	Develop a public campaign which highlights Council working for the shire as a whole	Buy Local in Greater Hume Facebook Page has 444 followers as at 10 May 2021. Buy Local Directory annual print run will be issued June 2021.
Resident Attraction Initiatives		Residents Guide – updated Jan 2021, copies to be distributed to all offices and new version placed on website. 4 videos created in the quarter – newcomer stories about living in Greater Hume and reasons for moving here.
Refugee Resettlement Pilot Program	NSW Growing Regions of Welcome (NSW GROW) in the Riverina and Murray	Officer has participated in zoom meeting with the Taskforce in 2020, progress slowed because of COVID-19 especially in the first half of the year. Second half of the year has seen demand and interest in regional settlement, and opportunity to connect with jobseekers in western Sydney return. Officer contributed to the development of a place based governance mechanism which will support the NSW GROW program. Multicultural NSW will launch the 3-year NSW GROW pilot program in 2021 and having place based backbone coordinators resourced across two pilot sites.
Country Change (RDA Riverina)	Initiative to encourage city dwellers to consider moving to the Riverina region of NSW.	Greater Hume feature month is April 2021. Content focused on jobs, education and housing/real estate. Commissioned Blue Clay Productions to create 4 newcomer testimonial videos. Results to date: Henty 1 – Ben and Izu - 3,500 views Henty #2 – Paul and Steph - 2,000 views

		Mullendandra – Jim and Wendy - 500 views Lankeys Creek – Ray and Lauren - 530 views
RDA Riverina Jobs Riverina		Jobs Riverina portal is an initiative of RDA Riverina. Council is active in posting all positions vacant to this free portal and encouraging businesses in the shire to post any job vacancies to the portal through the Business Newsletter and email alerts.
RDA Murray Socio Economic Activation Taskforce		Officer participates in zoom meetings of this taskforce.
(RivJO Critical Events Co-ordination Committee)	Exec Assistant ED Gov is a member of this group	Adverse Event Plan adopted by Council in December 2020. Zoom meeting held in February 2021.
Town and Entrance Signage project		Creative signed off. Contractor appointed. Installation from 17 May. Community organisations and groups advised of installation (May).
Bush Fire Recovery	<u>Tree Replanting Program. EPA Waste grant</u> <u>Sam McPaul Memorial Rest Stop Project</u>	Round 3 Tree Replanting program administered by officer. Responses in for EPA Green Waste and Fencing. Officer working with a dedicated group of community volunteers to bring this project to fruition. The official opening of the rest stop will occur on 8 October 2021.
Softwoods Working Group - South West Slopes Forestry Hub	The South West Slopes Forestry Hub (the Hub) was established to address the needs of the softwood industry in this region. It is part of the Australian government's National Forest Industries Plan (a billion trees for jobs and growth program). The Hub has developed a strategic plan to assist the industry with both the fire-recovery process and the planning for future growth from now through to 2050.	No action this quarter. Director Engineering and Mayor attend meetings of the group.
Regional Australia Institute (RAI) Regional Activators Alliance	Council has joined the Regional Activators Alliance (RAA) The Regional Activators Alliance is a new body designed to create a national awareness campaign aimed at driving population shift from metropolitan areas into regional and rural Australia.	Regions need people to fill jobs, grow businesses, and invest in their communities. COVID has changed the notion of how we work and a groundswell about a changing perspective on where they want to live. It presents a unique opportunity to create a strong brand campaign to elevate the regions even further. Benefits: contributing to the development of the narrative, as an activator, Council is a co-creator. It will enhance the Greater Hume brand and our reputation as an ideal place to live, while create touch points with a national audience, and provide access to

	<p>Greater Hume is an activator, along with more than 36 organisations across the country – local councils, RDA regions, ED groups and industry.</p> <p>The campaign will run for 3 years and will promote the opportunities for living, working and investing in Regional Australia. The purpose of the campaign is to build a new image for Regional Australia that ensures attitudes, knowledge and awareness of the opportunities that exist to live, work or invest in the regions are transformed. It aims to understand the sentiment of metropolitan Australia through qualitative and quantitative research, and use this knowledge to develop a compelling narrative to create a societal shift in Australian's views and perceptions of Regional Australia.</p>	<p>bespoke research to better understand motivations and decision processes of city dwellers who want to become movers.</p> <p>Officer attended the Regions Rising Summit 18-19 March 2021. Liveability Toolkit and national campaign was released to the Activator Group.</p> <p>Move to More National launch go live date is late May 2021. Testing of website April.</p>
Major Infrastructure Projects - Industry Capability Network	<p>Inland Rail Transgrid Victoria NSW Interconnector Project Jindera Solar Farm – consent issued Walla Walla Solar Farm – consent issued Culcairn Solar Farm – consent issued</p>	<p>Large infrastructure projects will create demand for trained workforce and project managers. Need is to educate trade skilled workforce of the opportunities and the training needs which needs to be occurring in the next 2 to 3 year window. Economic flow on from construction phase of major projects.</p> <p>Briefing with Industry Capability Network imminent.</p>
RivJO Housing Shortage Forum		<p>Officer participated in a Housing Forum workshop on 29 April 2021 at Wagga, with other LGA's and stakeholder organisations. Attended by GM and Director Environment & Planning.</p>
Growing Greater Hume Presentation	<p>Presentation to Rotary Club of Holbrook</p>	<p>Officer prepared and made presentation to the service group on 29 April 2021.</p>

GREATER HUME SHIRE COUNCIL

Schedule of the Director Corporate Community Services' Schedule of Information to Council Meeting -
Wednesday 19th May, 2021


COMBINED BANK ACCOUNT FOR THE MONTH ENDED 30th April, 2021**CASHBOOK RECONCILIATION**

	General Fund	Trust Fund
General Ledger Cashbook Balance as at 1st April 2021	-15,043.97	40,661.41
Cashbook Movement as at 30th April, 2021	-7,890.21	0.00
Less: Term Deposits included in Cashbook Balance (Trust only)	0.00	0.00
General Ledger Cashbook Balance as at 30th April, 2021	<u>-22,934.18</u>	<u>40,661.41</u>

BANK STATEMENT RECONCILIATION

Bank Statement Balance as at 30th April, 2021	NAB	\$0.00	40,661.41
	Hume	\$13,682.06	
	Bendigo	\$977.00	
	WAW	\$0.00	
	Total	<u>14,659.06</u>	<u>40,661.41</u>
(LESS) Unpresented Cheques as at 30th April, 2021		-37,669.24	0.00
(LESS) Unpresented EFT Payments as at 30th April, 2021		0.00	0.00
PLUS Outstanding Deposits as at 30th April, 2021		76.00	0.00
PLUS / (LESS) Unmatched Cashbook Transactions 30th April, 2021		0.00	0.00
Cashbook Balance as at 30th April, 2021		<u>-22,934.18</u>	<u>40,661.41</u>

I certify that all of Council's surplus funds have been invested in accordance with the Act, the regulations and Council's investment policies and that all cheques drawn have been checked and are fully supported by vouchers and invoices and have been certified for payment.


 Responsible Accounting Officer
 4 May 2021

This is page no.1 of Schedule No.1 of the Director Corporate & Community Services' Schedule of Information to Ordinary Council Meeting held on 19th May, 2021

GENERAL MANAGER

MAYOR

Applications Approved

c_dm073

Approved Between 1/04/2021 and 30/04/2021

06/05/2021

Application No.	Location	Development Type	Est. Cost	Received	Determination	Total Elapsed Days	Stop Days	Adjusted Elapsed Days	
DA/2021/1	Applicant: Roberson Construction 55 Wallace ST HOLBROOK Lot: 3 DP: 1124762	New Dwelling - As Modified - New Shed & Garage	\$0	16/03/2021	Approved	8/04/2021	24	0	24
DA/2021/37	Applicant: G J Gardner Homes 26 Bowler ST HOLBROOK Lot: 3 Sec: 44 DP: 758522 Lot: 4 Sec: 44 DP: 758522	New Dwelling and Garage	\$411,676	17/02/2021	Approved	7/04/2021	1	49	1
DA/2021/39	Applicant: Culcairn Steel Fabrication 2903 Olympic HWY CULCAIRN Lot: 1 DP: 521599	Verandah and Deck	\$58,000	18/02/2021	Approved	8/04/2021	7	43	7
DA/2021/42	Applicant: Macjac Sheds 12 Second ST HENTY Lot: 116 DP: 12560	New Shed	\$55,804	23/02/2021	Approved	19/04/2021	56	0	56
DA/2021/44	Applicant: Habitat Planning 77 Bowler ST HOLBROOK Lot: 1 DP: 529056 Lot: 2 DP: 1122074	Boundary Adjustment	\$0	19/02/2021	Approved	1/04/2021	42	0	42
DA/2021/45	Applicant: Seyah Supperannuation Fund 91 Urana ST JINDERA Lot: 82 DP: 710481	Subdivision - 2 Lot	\$0	25/02/2021	Approved – Councillors	21/04/2021	56	0	56
DA/2021/46	Applicant: W B Doig 59 Railway PDE HENTY Lot: 88 DP: 12560 Lot: 87 DP: 12560	New Shed	\$8,470	2/03/2021	Approved	27/04/2021	20	37	20

Application No.	Location	Development Type	Received	Est. Cost	Determination	Total Elapsed Days	Stop Days	Adjusted Elapsed Days
DA/2021/49	Applicant: R L Jurgens 80 Swift ST HOLBROOK Lot: 3 Sec: 44A DP: 758522	New Verandah	5/03/2021	\$12,667	Approved	22	12	22
DA/2021/51	Applicant: Shed Boss 23 Queen ST WALBUNDRIE Lot: 205 DP: 753763	New Shed	10/03/2021	\$40,574	Approved	23	0	23
DA/2021/52	Applicant: Rob Pickett Design 56 Swift ST HOLBROOK Lot: 5 Sec: D DP: 2748	New Dwelling Garage and Shed	12/03/2021	\$420,000	Approved	27	0	27
DA/2021/53	Applicant: B D Sullivan 66 Comer ST HENTY Lot: 12 DP: 1103921	New Transportable Dwelling	12/03/2021	\$140,785	Approved	27	0	27
DA/2021/54	Applicant: NB Homes Pty Ltd 9 Terlich WY JINDERA Lot: 104 DP: 1267384	New Dwelling Garage & Shed	16/03/2021	\$450,000	Approved	28	15	28
DA/2021/55	Applicant: All Mod Steel Buildings 128 Adams ST JINDERA Lot: 102 DP: 1210323	New Shed	17/03/2021	\$16,319	Approved	23	0	23
DA/2021/58	Applicant: Macjac Sheds 17 Fox ST HENTY Lot: 41 DP: 12486	New Shed	23/03/2021	\$38,835	Approved	31	0	31
DA/2021/59	Applicant: A & C Irwin Builders 15 Cottonwood LA JINDERA Lot: 4 DP: 286934	New Dwelling and Shed	24/03/2021	\$504,199	Approved	31	0	31

Application No.	Location	Development Type	Est. Cost	Received	Determination	Total Elapsed Days	Stop Days	Adjusted Elapsed Days
DA/2021/60	Applicant: B J Hore 225 Hueske RD JINDERA Lot: 106 DP: 1155572	New Horse Shelter	\$8,800	24/03/2021	Approved	31	0	31
DA/2021/62	Applicant: Macjac Sheds 232 Coogera CCT JINDERA Lot: 517 DP: 1236708	New Shed	\$0	6/04/2021	Cancelled	1	0	1
DA/2021/63	Applicant: The Roofing Centre Albury 109 Huon ST GEROGERY WEST Lot: 158 DP: 753339	New Shed	\$28,000	6/04/2021	Approved	23	0	23
CDC/2021/24	Applicant: Afonso Building Solutions 1 Cade CT JINDERA Lot: 1 DP: 1249885	New Dwelling and Garage	\$231,770	13/04/2021	Approved - Private Certifier	1	0	1

Report Totals & Averages

Average Elapsed Calendar Days: 33.16
 Average Calendar Stop Days: 8.21
 Total Elapsed Calendar Days: 630.00
 Total Calendar Stop Days: 156.00
 Average Adjusted Calendar Days: 24.95
 Total Adjusted Calendar Days: 474.00

Total Number of Applications: 19

Total Estimated Cost: 2,425,899.00

Director Environment & Planning
 Greater Hume Shire Council

NEXT HALL MEETING MONDAY 3RD MAY 2021 AT 5.30PM**Minutes of Walla Walla Community Hall Committee meeting held Monday 12th April 2021.**

Meeting opened by President Jeff Grosse at 5.35pm. Jeff welcomed all.

Present: Jeff Grosse, Duina Hoffmann, Karen Ofak, Herb Simpfendorfer, Ross & Helen Krause.

Apologies: Elisa Bartholomaeus, Leon Schoff.

Herb moved Duina seconded apologies be accepted. Carried.

Minutes of meeting held 1st March 2021 taken as read with alteration of date of 1st Aid Course.

Correct date Wednesday 12th May 2021. Moved Herb seconded Karen. Carried.

Business out of Minutes:

1. Chair stoppers have been bought.
2. No action on couches.
3. Herbs adjustment of door locks working well.
4. Cobweb broom needs a longer handle.
5. Jeff has received table hire money from last markets. Although numbers down Herb advised stallholder Val likes the markets.
6. No direct debit received from Intereach for hire of hall for "Wiggle & Giggle"
7. The Honour Board and Torch have been rehung. The torch is electric with an extension cord. Herb moved seconded Ross that the "Less we forget" torch remain where it is. Carried.

Correspondence:

1. Helen submitted application with Essential Energy for \$200 funding to help halls. Successful applicants will be advised in May. Jeff thanked Helen for applying.
2. Flyer received from Greater Hume Council re Rock 'N' Roll night in Hall on 22nd April. Moved Karen seconded Duina that Secretary deal with tabled correspondence. Carried.

Treasurer's Report:

Interest Bearing Deposit	\$15925.64
S18 Account	<u>\$ 8128.50</u>
Total funds	\$24054.14

Jeff moved his report be accepted and account paid be ratified. Seconded Ross. Carried.

General Business:

Herb reported he will be setting up memorabilia in the Memorial Hall on Saturday 24th in readiness for Anzac Day on Sunday 25th April.

The Red Cross will also use the Kitchen to prepare sandwiches and slices on Anzac Day.

Forshadding a Motion: Motion for May meeting

That the Hall Committee and the Market Committee consider changing the Walla Walla Markets to the first Sunday of the Month. – by Herb Simpfendorfer.

There being no further business Jeff closed the meeting at 6.15pm and thanked all for attending.

Bookings

Sunday 25th April – Anzac Day

Tuesday 27th April – Vitality Passport

Group Activity Session

Sunday 9th May – Walla Markets

Wednesday 12th May – 1st Aid Course CANCELLED

MINUTES
GREATER HUME COUNCIL AUDIT, RISK AND IMPROVEMENT COMMITTEE,
HELD ON 4 MAY 2021

PRESENT

David Maxwell – Independent Chairperson
John Batchelor – Independent Committee Member
Cr Tony Quinn – Councillor, Greater Hume Council Matthew Knox – Internal
Cr Heather Wilton – Mayor, Greater Hume Council Auditor Provider,
Matthew Knox – Internal Audit Provider, National Audits Group (for Item 6)
Dean Hart – Chief Financial Officer, Greater Hume Council
Jackie Lister – Risk Officer, Greater Hume Council
Damian Connell – Regional Risk Manager – Statewide Mutual

APOLOGIES

Cr Lea Parker – Councillor, Greater Hume Council
Steven Pinnuck – General Manager, Greater Hume Council

1. WELCOME AND APOLOGIES

Apologies received from Cr Lea Parker – Councillor, Greater Hume Council
Steven Pinnuck – General Manager, Greater Hume Council

RESOLVED [Cr Wilton/Cr Quinn]

That the apologies from Lea Parker and Steven Pinnuck be accepted.

2. ACKNOWLEDGEMENT OF COUNTRY

Chairperson offered an Acknowledgement of Country at the commencement of the meeting:
“I would like to acknowledge that this meeting is being held on the traditional lands of the
Wiradjuri people, and pay my respect to elders both past and present”.

3. DECLARATIONS OF INTEREST

Nil

4. CONFIRMATION OF MINUTES OF THE PREVIOUS MEETING 2 FEBRUARY 2021**RESOLVED [Cr Wilton/Batchelor]**

That the Minutes of the Greater Hume Council Audit, Risk and Improvement Committee
meeting held on 2 February 2021 as printed and circulated be confirmed as a true and correct
record of the proceedings of the meetings.

5. BUSINESS ARISING FROM PREVIOUS MINUTES

Nil

6. EXTERNAL AUDIT**a) Annual Engagement Plan 2021**

Annual Engagement Plan as issued by NSW Audit Office was tabled. Chair noted that copy of
report was not issued directly to ARIC Chair as stated in covering letter.

RESOLVED [Cr Wilton/Batchelor]

That:

MINUTES
GREATER HUME COUNCIL AUDIT, RISK AND IMPROVEMENT COMMITTEE,
HELD ON 4 MAY 2021

-
1. The Audit Engagement Plan as tabled be received and noted
 2. ARIC Committee meet 7 September 2021 to review the draft financial statements
 3. Chief Financial Officer prepare a paper confirming that Council does not have any Service Concession Arrangements: Grantors

7. INTERNAL AUDIT

a) Internal Audit Status Report

RESOLVED [Batchelor/Cr Quinn]

That the Internal Audit Status Report be received and noted

b) Report - Events & Festival Management

Matthew Knox provided an overview of the internal audit project and major findings / recommendations from the review.

In relation to Recommendation 1 (b) Damian Connell advised that Statewide Mutual are investigating options to subsidise an on-line booking system for smaller councils. The Committee noted that Council is satisfied with current practices however will consider any future options presented by Statewide Mutual.

David Smith confirmed that Recommendations 2(a) and 3(b) have been completed.

RESOLVED [Cr Wilton/Batchelor]

That the Report - Events & Festival Management be received and noted and management comments be endorsed and included in the Follow-Up Matrix.

b) Report - Public Health Compliance

Matthew Knox provided an overview of the internal audit project and major findings / recommendations from the review. Major focus of the audit was onsite sewage management Systems and public swimming pools at hotels/motels etc.

RESOLVED [Cr Quinn/Cr Wilton]

That the Report - Public Health Compliance be received and noted and management comments be endorsed and included in the Follow-Up Matrix.

8. REPORTS FROM OTHER AGENCIES AND OTHER MATTERS

a) Current status of vacant land held under freehold title by Council

David Smith presented a report on the status of Council owned land.

RESOLVED [Cr Quinn/Cr Wilton]

That the report on the status of council owned land be received and noted.

b) Verbal report from General Manager

The General Manager's delegate advised that there are no ICAC, Ombudsman matters or fraud incidents to report.

RESOLVED [Cr Wilton / Cr Parker]

General Manager's verbal report be received and noted

c) Greater Hume Council Risk Register

MINUTES
GREATER HUME COUNCIL AUDIT, RISK AND IMPROVEMENT COMMITTEE,
HELD ON 4 MAY 2021

Jackie Lister and Damian Connell presented reports showing progress to date in the development of Council's Risk Register

RESOLVED [Batchelor/Cr Wilton]

That the draft Risk Register as presented be noted.

9. COMMITTEE OPERATIONS

a) Committee Action Plan

No outstanding matters

b) Audit Committee Follow up Matrix

RESOLVED [Cr Wilton/Cr Quinn]

That the Follow Up Matrix be received and noted

c) Three-Year Forward Plan

RESOLVED [Cr Wilton/Batchelor]

1. That the following Internal Audit program be adopted:

2020/2021 Treasury Management & Investments

2021/2022 Developer Contributions, Infrastructure Identification and Asset Useful Lives, Accounts Payable

2022/2023 Sundry Debtors, Infrastructure Management & Maintenance Planning, EPA Act / Planning

2. Council investigate a possible IT Penetration Testing service provided by Statewide Mutual

10. NEXT MEETING

3 August 2021

There being no further business the meeting closed at 12.37pm

(NOTE: All meetings will commence 10am at the Culcairn Chambers)