

Planning Agreement

Darlington Point Solar Farm

Donald Ross Drive, Darlington Point NSW 2706

Between

**Murrumbidgee Council
(Council)**

and

**Edify Energy Pty Ltd
(Developer)**

Dated:

Habitat Planning

1/622 Macauley Street

Albury NSW 2640

Tel: (02) 6021 0662

F: (02) 6021 0663

www.habitatplanning.com.au

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Annexure 1 Subject Land

Planning Agreement made at _____ on _____

Parties

Murrumbidgee Council of 35 Jerilderie Street, Jerilderie, New South Wales
 (“**Council**”)

and

Edify Energy Pty Ltd of 64 Annerley Road, Woolloongabba, Queensland (“**Developer**”)

Background

- A. On 9 May 2018 the Developer lodged State Significant Development No. 8392 with the NSW Department of Planning and Environment to carry out development on the Land.
- B. The Developer has offered to enter into a Planning Agreement on the terms of this Agreement to make Development Contributions.

Operative Provisions

1. **Planning Agreement under the Act**

The Parties agree that this Agreement is a Planning Agreement governed by Section 7.4 of the Act.

2. **Application of this Agreement**

The Planning Agreement constituted by this Agreement applies to:

- 2.1 the Land; and
- 2.2 the proposed Development.

3. **Operation of this Agreement**

This Agreement commences on the date that this Agreement is signed by all the parties.

4. **Definitions and Interpretation**

- 4.1 In this Agreement the following definitions apply:

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

“**Application**” means an application for any Approval.

“Assignment and Dealing Terms” means the obligations imposed under on the relevant Parties under, and by virtue of Schedule 10.

“Authorised Officer” means, in the case of any party, a director or secretary or an officer or a person with delegated authority to act as an Authorised Officer for the purpose of this Agreement.

“Authority” means any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes an accredited certifier accredited under section 109T of the Act.

“Bank Guarantee” means an irrevocable and unconditional undertaking by an Australian bank, and on terms, acceptable to Council, in the Council’s absolute discretion, to pay the face value of that undertaking on demand.

“Business Day” means any day except for Saturday or Sunday or a day which is a public holiday in Sydney.

“Commencement Date” means the date of this Agreement.

“Control” or **“Controlled”** means in respect of an entity the possession, directly, or indirectly, of the power, whether or not having statutory, legal or equitable force, and whether or not based on statutory, legal or equitable rights, directly or indirectly, to control the membership of the board of directors of the entity or to otherwise, directly or indirectly, direct or influence the direction of the management and/or policies of that entity, whether by means of trusts, agreements, arrangements, understandings, practices, the ownership of any interest in shares or stock or units or other interests of that entity or otherwise.

“Costs” includes reasonable costs, charges and expenses, including those incurred in connection with advisers.

“Costs Schedule” means Schedule 10 of this Agreement.

“Council” means Murrumbidgee Council.

“Dealing” in relation to the Land means without limitation, selling, transferring, assigning, mortgaging, charging, encumbering or otherwise dealing with the Land.

“Development Application” has the meaning given to that term in the Act.

“Development” means the development subject to State Significant Development No. 8392 made to the NSW Department of Planning and Environment on 9 May 2018 for a 275 MW solar farm and ancillary infrastructure on the Land, the subject of Development Consent.

“Development Application” has the same meaning as in the Act.

“Development Consent” has the meaning as in the Act.

“Development Contribution” means a monetary contribution, the dedication of land free of cost or the provision of a material public benefit provided for in the Development Contributions Schedule.

“Development Contributions Schedule” means Schedule 3 of this Agreement.

“Development Procedures” means the terms and conditions imposed on the relevant Parties under, and by virtue of, Schedule 4.

“Development Program” means the timetable and milestones for each Development Contribution described in Schedule 5.

“Dispute Resolution Procedures” means the procedures imposed on the relevant Parties described within Clause 10 of this Agreement.

“Explanatory Note” means the explanatory note relating to this Agreement, as required by clause 25E of the Regulation, and attached as Schedule 11 to this Agreement.

“General Register of Deeds” means the land registry so entitled and maintained under the *Conveyancing Act* 1919.

“GST” has the meaning it has in the GST Act.

“GST Act” means the *A New Tax System (Goods and Services Tax) Act* 1919 (Cth).

“Land” means the land described in Schedule 2.

“Law” means:

- (a) the common law including principles of equity; and
- (b) the requirements of all statutes, rules, ordinances, codes, regulations, proclamations, by-laws or consents by an Authority.

“LEP” means *Murrumbidgee Local Environmental Plan* 2013.

“Parent” means any person who Controls the Developer.

“Party” means a party to this Agreement, including their respective successors and assigns.

“Plan of Subdivision” means a plan of subdivision in respect of the whole, or part of, the Land relating to the Proposed Development which has been approved by the Council.

“Proposed Development” means the development proposed by the Developer as described in Schedule 2.

“Real Property Act” means the *Real Property Act* 1900.

“Related Entity” has the meaning “related entity” has in the Corporations Act.

“Register” means the Torrens title register maintained under the Real Property Act.

“Regulation” means the *Environmental Planning and Assessment Regulation 2000*.

“Release and Discharge Terms” means the obligations imposed on the relevant Parties under, and by virtue of, Schedule 6.

“Review Procedures” means the procedures set out in Schedule 7.

“Security Arrangements” means those security arrangements set out in Schedule 9.

“Subdivision Certificate” means a certificate that authorises the registration of a Plan of subdivision under Division 3 of Part 23 of the *Conveyancing Act 1919*.

4.2 **General**

In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

- (a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- (b) A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
- (c) If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.
- (d) A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
- (e) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (f) A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- (g) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- (h) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.

- (i) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (j) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- (k) References to the word 'include' or 'including' are to be construed without limitation.
- (l) A reference to this Agreement includes the agreement recorded in this Agreement.
- (m) A reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.
- (n) Any schedules and attachments form part of this Agreement.

5. Development Contributions to be made under this Agreement

The Parties agree that:

- 5.1 the Developer will provide, or procure the provision, of the Development Contributions; and
- 5.2 the Council acknowledges to the Developer that it is the Council's present intention that the Development Contribution will be made available for use or expenditure for the purposes set out in column 2 of Schedule 3; and
- 5.3 to the extent that a Development Contribution may be described in, or implied by, this Agreement, including clause 5.2, as having a particular use (intended or otherwise), the Developer acknowledges and agrees that:
 - (a) the Council has not made any warranty or representation that a Development Contribution must, or will, be used for, or expended on, a particular purpose (other than as set out in clause 5.2); and
 - (b) the Council has no obligation to use or expend a Development Contribution for a particular purpose; and
 - (c) the Council does not have any obligation to monitor or follow-up the use or expenditure of such a Development Contribution including if the Council transmits a Development Contribution to any other Authority.

6. Application of the Development Contributions

The Developer will provide, or procure the provision of, the Development Contributions at the time or times and in the manner set out in the Development Contributions Schedule and in accordance with the Development Procedures, and the Development Program.

7. Application of Section 7.11, 7.12 and 7.24 of the Act to the Proposed Development

7.1 Exclusion of sections 7.11, 7.12 and 7.24 of the Act

The application of sections 7.11, 7.12 and 7.24 of the Act to the Proposed Development are excluded.

8. Registration of this Planning Agreement

8.1 Land Ownership

The Developer represents and warrants to the Council that it is:

- (a) the owner of the Land; or
- (b) legally and beneficially entitled to become the owner of the Land and will become the legal and beneficial owner of the Land, prior to the date that this Agreement is required to be registered under clause 8.2 of this Agreement; and
- (c) legally and beneficially entitled to obtain all consents and approvals and to compel any person referred to in, or contemplated by, clause 8.2(b)(i) to assist, co-operate and to otherwise do all things necessary for the Developer to comply with its obligations under clause 8.2.

8.2 Registration of this Agreement

- (a) As contemplated by Section 7.6 of the Act, the Developer agrees to procure the registration of this Agreement under the Real Property Act in the relevant folio of the Register.
- (b) The Developer, at its own expense, will prior to the Commencement Date take all practical steps and otherwise do anything that the Council reasonably requires, to, and must, procure:
 - (i) the consent of each person who:
 - A. has an estate or interest in the Land registered under the Real Property Act; or
 - B. is seized or possessed of an estate or interest in the Land; and
 - (ii) the execution of any documents; and
 - (iii) the production of the relevant duplicate certificates of title; and
 - (iv) the lodgement and registration of this Agreement, by the Registrar-General in the relevant folio of the Register, or in the General Register of Deeds if this Agreement relates to land not under the *Real Property Act*.

8.3 Release and discharge of this Agreement

The Council agrees to release and discharge this Agreement on the Release and Discharge Terms.

9. Review of this Agreement

The Parties agree that this Agreement will be reviewed or modified in the circumstances, and in accordance with, the Review Procedures.

10. Dispute Resolution

10.2 Written Notice of Dispute

If a dispute between any of the Parties arises in connection with this Agreement or its subject matter, then any Party may give to the other Parties a notice of dispute in writing adequately identifying and providing details of the dispute.

The Parties must continue to perform their respective obligations under this Agreement if there is a dispute but will not be required to complete the matter, the subject of the dispute, unless each Party indemnifies the other Parties against cost, damages and all losses suffered in completing the disputed matter if the dispute is not resolved in favour of the indemnifying Party.

10.3 Further steps required before proceedings

Any dispute between the Parties arising in connection with this Agreement or its subject matter must as a condition precedent to the commencement of litigation first be the subject of mediation between a person appointed from time to time by each (under written notice to the other Parties) to represent that Party.

10.4 Disputes for expert determination

If the mediation referred to in paragraph 10.3 has not resulted in settlement of the dispute, the Developer or any one Party may, with the prior written consent of each other Party, refer the matter to expert determination, such expert to act in accordance with paragraph 10.5.

10.5 Choice of expert

A dispute to be referred to an expert in accordance with paragraph 10.4 must be determined by an independent expert in the relevant field:

- (a) agreed between and appointed jointly by the Parties; or
- (b) in the absence of agreement within 5 Business Days of the agreement of the Parties to refer the matter to expert determination under paragraph 10.4, appointed by the President or other senior officer for the time being of the body administering the relevant field.

If the Parties cannot agree as to the relevant field, any one Party may refer the matter to the President of the New South Wales Law Society (or the President's nominee) whose decision as to the relevant field is final and binding on the Parties.

10.6 Requirements for expert

The expert appointed to determine a dispute:

- (a) must have a technical understanding of the issues in contest;
- (b) must not have a significantly greater understanding of one Party's business or operations which might allow the other side to construe this greater understanding as a bias or a conflict of interest;
- (c) must inform the Parties before being appointed the extent of the expert's understanding of each Party's business or operations and, if that information indicates a possible bias, then that expert must not be appointed except with the written approval of the Parties.

The Parties must enter into an agreement with the expert setting out the terms of the expert's determination and the fees and expenses payable to the expert.

10.7 Directions to expert

In reaching a determination in respect of a dispute, the independent expert must give effect to the intent of the Parties entering into this Agreement.

10.8 Expert not arbitrator

The expert must:

- (a) act as an expert and not as an arbitrator; and
- (b) proceed in any manner as the expert thinks fit but must observe the rules of natural justice but not the rules of evidence, not accept verbal submission unless both Parties are present and on receipt of written submissions from one Party ensure that a copy of such submission is given promptly to the other Party; and
- (c) take into consideration all documents, information and other material which the Parties give the expert in its absolute discretion considers relevant to the determination of the dispute; and
- (d) not be expected or required to obtain or refer to any other documents, information or material (but may do so if the expert so wishes); and
- (e) issue a draft certificate stating the expert's intended determination giving each Party 15 Business Days to make further submissions; and
- (f) issue a final certificate stating the expert's determination; and
- (g) act with expedition with a view to issuing a final certificate as soon as practicable.

10.9 Compliance with directions

The Parties must comply with all directions given by the expert in relation to the resolution of the dispute and must within a time period specified by the expert, give the expert:

- (a) a short statement of facts; and
- (b) a description of the dispute; and
- (c) any other documents, records or information the expert requests.

10.10 Expert may commission reports

The expert may commission the expert's own advisers or consultants (including lawyers, accountants, bankers, engineers, surveyors or other technical consultants) to provide information to assist the expert in making a determination. The Parties must indemnify the expert for the cost of those advisers or consultants.

10.11 Expert may convene meetings

- (a) The expert will hold a meeting with all the Parties present to discuss the dispute. The meeting must be conducted in a manner which the expert considers appropriate. The meeting may be adjourned to, and resumed at, a later time in the expert's discretion.
- (b) The Parties agree that a meeting under this paragraph is not a hearing and is not an arbitration.

10.12 Final determination of expert

- (a) The Parties agree that the final determination by an expert will be final and binding upon them.
- (b) The expert will not be liable in respect of the expert determination, except in the case of fraud or misfeasance by the expert.
- (c) The Parties agree to release and indemnify the expert from and against all claims, except in the case of fraud or misfeasance by the expert, which may be made against the expert by any person in respect of the expert's appointment to determine the dispute.

10.13 Other courses of action

If the mediation referred to in paragraph 10.3 or the expert determination required or agreed under paragraph 10.4 has not resulted in resolution of the dispute, any one Party may take whatever course of action it deems appropriate for the purpose of resolving the dispute.

10.14 Confidentiality of information

The Parties agree, and must procure that, the mediator and expert agrees as a condition of his or her appointment:

- (a) subject to paragraph (b) below, to keep confidential all documents, information and other material, disclosed to them during or in relation to the expert determination or mediation; and
- (b) not to disclose any confidential documents, information and other material except:
 - (i) to a Party or adviser who has signed a confidentiality undertaking to the same effect as this paragraph 10.14; or
 - (ii) if required by Law or the ASX Listing Rules to do so; or
- (c) not to use confidential documents, information or other material disclosed to them during or in relation to the expert determination for a purpose other than the expert determination or mediation.

The Parties must keep confidential and must not disclose or rely upon or make the subject of a subpoena to give evidence or produce documents in any arbitral, judicial or other proceedings:

- (d) views expressed or proposals or suggestions made by a Party or the expert during the expert determination or mediation relating to a possible settlement of the dispute; and
- (e) admissions or concessions made by Party during the expert determination or mediation in relation to the dispute; and
- (f) information, documents or other material concerning the dispute which are disclosed by a Party during the expert determination or mediation unless such information, documents or facts will have been otherwise discoverable in judicial or arbitral proceedings.

11. Security and enforcement

11.1 Security

The Developer has agreed to provide security to the Council for performance of the Developer's obligations under this Agreement on the terms and conditions of the Security Arrangements.

11.2 Enforcement

This Agreement may be enforced by either Party in any court of competent jurisdiction.

11.3 No prevention to enforcement

For the avoidance of doubt, nothing in this Agreement prevents:

- (a) a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates; and
- (b) the Council from exercising any function under the Act or any other Act or Law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

12. Notices

12.1 Form

Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:

- (a) delivered or posted to that Party at its address set out below; or
- (b) faxed to that Party at its fax number set out below;

Council

Address: 35 Jerilderie Street, Jerilderie, NSW, 2716.
Telephone: (03) 5886 1200
Fax: (03) 5886 1701
Attention: General Manager

Developer

Address: 64 Annerley Road, Woolloongabba, Queensland
Telephone:
Fax:
Attention:

12.2 Change of address

If a Party gives another Party 3 Business Days notice of a change of its address or fax number, any notice, consent, information, application, or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.

12.3 **Receipt**

Any notice, consent, information, application or request is to be treated as given or made at the following time:

- (a) if it is delivered, when it is left at the relevant address;
- (b) if it is sent by post, 2 Business Days after it is posted;
- (c) if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.

12.4 **Receipt – next Business Day**

If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a Business Day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next Business Day.

13. **Assignment and dealings**

None of the Parties to this Agreement may assign or otherwise deal with its rights under this Agreement or allow any interest in them to arise or be varied in each case unless agreed in writing by all Parties.

14. **Costs**

14.1 The reasonable costs regarding the negotiation, preparation, execution, advertising, stamping and registration of this Agreement and any agreements in relation to this Agreement are to be borne by the Parties and in the proportions as set out in the Costs Schedule.

14.2 The Developer agrees to pay or reimburse the Council on demand for:

- (a) Costs of the Council in connection with any exercise or non-exercise of rights (including, without limitation, in connection with the contemplated or actual enforcement or preservation of any rights under this Agreement) waiver, variation, release or discharge in connection with this Agreement; and
- (b) Taxes and fees (including, without limitation, registration fees) and fines and penalties in respect of fees which may be payable or determined to be payable in connection with this Agreement or a payment or receipt or any transaction contemplated by this Agreement,

including in each case, without limitation, legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is the higher.

15. **Entire agreement**

This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed, except as permitted by law.

16. **Further Acts**

Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to affect, perfect or complete this Agreement and all transactions incidental to it.

17. **Governing Law and Jurisdiction**

This Agreement is governed by the law of New South Wales. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

18. **Joint and individual liability and benefits**

Except as otherwise set out in this Agreement, any agreement, covenant, representation or warranty under this Agreement by 2 or more persons binds them jointly and each of them individually, and any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

19. **No fetter**

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

20. **Representations and warranties**

- 20.1 The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under this Agreement and that entry into this Agreement will not result in the breach of any Law.
- 20.2 If any clause or part of a clause is illegal, enforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

21. **Severability**

- 21.1 If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.

- 21.2 If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of the Agreement is not affected.

22. **Modification or Variation**

No modification or variation of this Agreement will be of any force or effect unless it is in writing and signed by the Parties as an Agreement.

23. **Waiver**

- 23.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or a breach of obligation by, another Party.
- 23.2 A waiver by a Party is only effective if it is in writing.
- 23.3 A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

24. **GST**

24.1 **Consideration does not include GST**

Any consideration expressed in this Agreement is, unless otherwise specified, GST exclusive and does not include any amount for, or on account of, GST.

24.2 **GST payable**

If any supply under or in connection with this Agreement constitutes a taxable supply made for GST exclusive consideration, the supplier may, subject to issuing a tax invoice, recover from the recipient of the supply an amount on account of the GST payable in respect of that taxable supply ("**GST Amount**").

The GST Amount is:

- (a) equal to the value of the supply calculated in accordance with the GSTR Act multiplied by the applicable GST rate; and
- (b) payable at the same time and in the same manner as any monetary consideration for the supply concerned but no later than the end of the tax period to which the GST payable on the relevant taxable supply is attributable under the GST Act.

The supplier of a taxable supply made under or in connection with this Agreement must issue a tax invoice for the supply in accordance with the GST Act to the recipient of the supply.

24.3 Reimbursement

Despite any other provision of this Agreement, any amount payable under or in connection with this Agreement, which is calculated by reference to a cost, expense or amount paid or incurred by a Party, will be reduced by an amount equal to any input tax credit to which that party, or the representative member of a GST Group of which the party is a member, is entitled in respect of that cost, expense or amount.

24.4 Defined GST terms

Words and expressions used in this clause 24 have the meaning given to them in the GST Act.

25. Effect of Scheduled terms and conditions

The Parties agree to comply with the terms and conditions contained in the Schedules as if those terms and conditions were expressly set out in full in the operative parts of this Agreement.

26. Confidentiality

The Parties agree that the terms of this Agreement are not confidential and this Agreement may be treated as a public Agreement and exhibited or reported without restriction by any Party.

27. Overdue payments

The Developer agrees to pay interest to the Council on any amount payable by it under this Agreement from when it becomes due for payment, during the period that it remains unpaid, on demand or at times determined by the Council, calculated on daily balances. The rate to be applied to each daily balance is the rate 3% per annum above the Reserve Bank Cash Rate.

Interest which is not paid when due for payment may be capitalised by the Council at intervals which the Council determines from time to time or, if no determination is made, then on the first day of each month. Interest is payable on capitalised interest at the rate and in the manner referred to in this clause.

The Developer's obligation to pay the outstanding amount on the date it becomes due for payment is not affected by any other provision of this Agreement.

If a liability under this Agreement becomes merged in a judgment or order, then the Developer agrees to pay interest to the Council on the amount of that liability as an independent obligation. This interest accrues from the date the liability becomes due for payment both before and after the judgment or order until it is paid, at a rate that is the higher of the rate payable under the judgment or order and the rate referred to in this clause.

28. **Release and indemnity**

- 28.1 The Developer agrees that the Development Contributions, the Proposed Development and all property in the Land are at the risk of the Developer. The Developer releases the Council from liability or loss arising from, and Costs incurred in connection with any matter or thing contemplated by this Agreement including the Development Contributions and the Proposed Development on the Land.
- 28.2 The Developer indemnifies the Council and the Council's employees, agents, officers or contractors against all costs and expenses paid or payable by the Council or any liability or loss arising from, and any Costs (including legal costs and expenses on a full indemnity basis or a solicitor and own client basis whichever is the higher) incurred in connection with any matter or thing contemplated by this Agreement including the Development Contributions and the Proposed Development on the Land.
- 28.3 The indemnity in clause 28.2 is a continuing obligation, independent of the Developer's other obligations under this Agreement and continues after this Agreement ends. It is not necessary for the Council to incur expense or make payment before enforcing a right of indemnity under this Agreement.

29. **Explanatory Note**

The Explanatory Note must be used to assist in construing this Agreement to the extent stated in Schedule 11.

Schedule 1 – Requirements under Section 7.4 of the Act

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

Requirement under the Act	This Planning Agreement
Planning instrument and/or development application – (Section 7.4(1)) The Developer has: <ul style="list-style-type: none"> (a) sought a change to an environmental planning instrument. (b) made, or proposes to make, a Development Application. (c) entered into an agreement with, or is otherwise associated with, a person to whom paragraph (a) or (b) applies. 	No Yes No
Description of land to which this deed applies – (Section 7.4(3)(a))	Donald Ross Drive, Darlington Point, New South Wales, 2706 and described as: <ul style="list-style-type: none"> • Lot 160 in Deposited Plan 821551; • Lots 18, 30, 31, 35, 36, 41, 42 and 64 in Deposited Plan 750903; • Lot 2 in deposited Plan 542215; • Lot 2 in Deposited Plan 628785.
Description of change to the environmental planning instrument to which this Agreement applies – (Section 7.4(3)(b))	Not applicable
Applicability of sections 7.11 of the Act – (Section 7.4(3)(d))	The application of Section 7.11 of the Act is excluded in respect of the Development
Applicability of section 7.12 of the Act – (Section 7.4(3)(d))	The application of Section 7.12 of the Act is excluded in respect of the Development
Consideration of benefits if under this deed if section 7.11 applies – (Section 7.4(3)(e))	Not applicable
Mechanism for Dispute resolution – (Section 7.4(3)(f))	Clause 10
Enforcement of this deed (Section 7.4(3)(g))	Clause 11
No obligation to grant consent or exercise functions – (Section 7.4(9))	Clause 19

Schedule 2 – Land

1. Title

The Land means the land comprising the following folio identifiers and addressed as Donald Ross Drive, Darlington Point, NSW, 2706 and identified as *Annexure 1 Plan*:

Lot	Deposited Plan	Folio Identifier
160	821551	160/821551
18	750903	18/750903
30	750903	30/750903
31	750903	31/750903
35	750903	35/750903
36	750903	36/750903
41	750903	41/750903
42	750903	42/750903
64	750903	64/750903
2	542215	2/542215
2	628785	2/628785

Schedule 3 – Development Contributions Schedule

1. Development Contributions

The Developer undertakes to make the following Development Contributions to Council:

Column 1	Column 2
Development Contribution	Intended use
Payment of \$407,000	<p>This contribution is made by the Developer to offset potential additional demands imposed on local infrastructure as a result of the Proposed Development.</p> <p>Council intends to use the Development Contribution to contribute towards the provision and upgrade of local infrastructure.</p>

Schedule 4 – Development Procedures

Not applicable

Schedule 5 – Development Program

1. The Developer must pay the Development Contribution on the execution of this Agreement.

Schedule 6 - Release and Discharge Terms

The Council agrees:

1. to provide a release and discharge of this Agreement with respect to any part of the Land upon the Developer satisfying all of its financial obligations under this Agreement in respect of that part of the Land; and
2. to do all things reasonably required by the Developer to have such release and discharge of this Agreement registered by the Registrar-General in the relevant folio of the Register, or in the General Register of Deeds if this Agreement relates to land not under the *Real Property Act*.

Schedule 7 – Review Procedures

The Parties may agree to review this Agreement. Any review or modification will be conducted in the circumstances and in the manner determined by the Parties.

Schedule 8 – Security Arrangements

Not applicable

Schedule 9 – Assignment and Dealing Terms

1. Developer’s right to sell Land

The Developer must not sell, transfer or dispose of the whole or any part of the Land otherwise than in circumstances where paragraph 1.2 applies, unless before it sells, transfers or disposes of any such part of the Land to another person (“**Transferee**”):

- 1.1 it satisfies the Council acting reasonably that the proposed Transferee is respectable and financially capable of complying with such of the Developer’s obligations under this Agreement (including, without limitation, by providing financial statements for the proposed transferee and credit standing) as the Council acting reasonably shall nominate must be adopted by the Transferee (“**Required Obligations**”);
- 1.2 the rights of the Council under this Agreement are not diminished or fettered in any way;
- 1.3 the Transferee signs an Agreement in a form and substance acceptable to the Council containing provisions under which the Transferee agrees to comply with the Required Obligations as if it were the Developer (including obligations which arose before the transfer or assignment) with respect to the land being sold, transferred or disposed of; and
- 1.4 any default by the Developer has been remedied by the Developer or waived by the Council; and
- 1.5 the Developer and the Transferee pay the Council’s reasonable Costs in relation to that assignment.

2. Release

If the Developer sells, transfers or disposes of the whole or any part of the Land and fully satisfies the requirements of paragraph 1 of this Schedule 9, the Developer will be released from its obligations under this Agreement with respect to the land being sold, transferred or disposed of.

3. Council’s and Corporation’s right to assign

The Council may assign its rights under this Agreement without the Developer’s consent.

4. No change in control

A person may only become or cease to be a Parent of the Developer with the Council’s consent provided that before that event occurs:

- 4.1 the Developer satisfies the Council acting reasonably that the Developer, as controlled by the new Parent (“**New Parent**”), will have the capability, experience and expertise to carry out the Proposed Development and to satisfy the Developer’s obligations under this Agreement (“**Required Obligations**”);

- 4.2 the New Parent signs an Agreement in a form and substance acceptable to the Council containing provisions under which:
- (a) the New Parent agrees to comply with the Required Obligations as if it were the Developer (including obligations which arose before the transfer or assignment) with respect to the land being sold, transferred or disposed of; and
 - (b) the New Parent acknowledges and agrees that the rights of the Council under this Agreement are not diminished or fettered in any way;
- 4.3 any default by the Developer has been remedied by the Developer or waived by the Council; and
- 4.4 the Developer and the New Parent pay the Council's reasonable Costs in relation to that consent.

Schedule 10 - Costs

Developer – 100%

Council – Nil

Schedule 11 – Explanatory Note

Explanatory Note

Murrumbidgee Council and Edify Energy Pty Ltd Draft Planning Agreement

Introduction

The purpose of this Explanatory Note is to provide a plain English summary to support the notification of the draft planning agreement (the “**Planning Agreement**”) prepared under Subdivision 2 of Division 7.1 of Part 7 of the *Environmental Planning and Assessment Act 1979* (the “**Act**”).

This Explanatory Note has been prepared jointly by the parties as required by clause 25E of the *Environmental Planning and Assessment Regulation 2000* (the “**Regulation**”).

Parties to the Planning Agreement

The parties to the Planning Agreement are Murrumbidgee Council (the “**Council**”) and Edify Energy Pty Ltd (the “**Developer**”).

Description of the Subject Land

The Planning Agreement applies to the following land (the “**Subject Land**”):

- Lot 160 in Deposited Plan 821551;
- Lots 18, 30, 31, 35, 36, 41, 42 and 64 in Deposited Plan 750903;
- Lot 2 in deposited Plan 542215;
- Lot 2 in Deposited Plan 628785.

The Subject Land is located at Donald Ross Drive, Darlington Point, New South Wales.

Description of the Proposed Development

The Developer is seeking to construct a 275 MW solar farm and ancillary infrastructure (“**Proposed Development**”) on the Subject Land generally in accordance with State Significant Development Application 8392 which has been lodged with the NSW Department of Planning and Environment.

Summary of Objectives, Nature and Effect of the Planning Agreement

The Planning Agreement provides that the Developer will make a monetary contribution of \$407,000. It is intended that these funds will contribute towards local infrastructure upgrades.

The monetary contribution will be payable on execution of the Planning Agreement.

Assessment of Merits of Planning Agreement

The Planning Purpose of the Planning Agreement

In accordance with Section 7.4(2) of the Act, the Planning Agreement has the following public purpose:

- The provision of (or the recoupment of the cost of providing) transport or other infrastructure relating to land.

The Council and the Developer have assessed the Planning Agreement and both hold the view that the provisions of the Planning Agreement provide a reasonable means of achieving the public purpose set out above. This is because it will ensure that the Developer makes appropriate contributions towards the provision of infrastructure by recouping some of the costs of upgraded local and regional infrastructure.

How the Planning Agreement Promotes the Public Interest

The Planning Agreement promotes the public interest by ensuring that an appropriate contribution is made towards the provision of infrastructure and services to satisfy the needs that arise from development of the Subject Land.

How the Planning Agreement Promotes the Objects of the Act

The Planning Agreement promotes the objects of the Act by encouraging:

- The promotion and co-ordination of the orderly and economic use and development of land.

The Planning Agreement promotes the objects of the Act set out above by requiring the Developer to make a contribution towards the provision and upgrade of infrastructure, facilities and services.

The Developer's offer to contribute towards the provision of local infrastructure will have a positive public impact as funds from the Developer will be available towards the provision of infrastructure by recouping some of the costs of upgrading local and regional infrastructure.

Requirements relating to Construction, Occupation and Subdivision Certificates

The monetary contribution required by this Planning Agreement will be payable on execution of the Planning Agreement.

The Planning Agreement does not specify requirement that must be complied with prior to the issue of a construction, occupation or subdivision certificate.

Execution Page

EXECUTED as an Agreement

Dated:

EXECUTED for and on behalf of **EDIFY ENERGY PTY LTD** in accordance with Section 127(1) of the *Corporations Act 2001* by authority of its directors:

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director

.....
Name of Director/Secretary

THE SEAL of **MURRUMBIDGEE COUNCIL ABN 53 573 617 925** was affixed in accordance with *Reg 400 Local Government (General) Regulation 2005* pursuant to a resolution made on and attested to by the following persons:

.....
Ruth McRae
Mayor

.....
Craig Moffitt
General Manager

Explanatory Note

Murrumbidgee Council and Edify Energy Pty Ltd

Draft Planning Agreement

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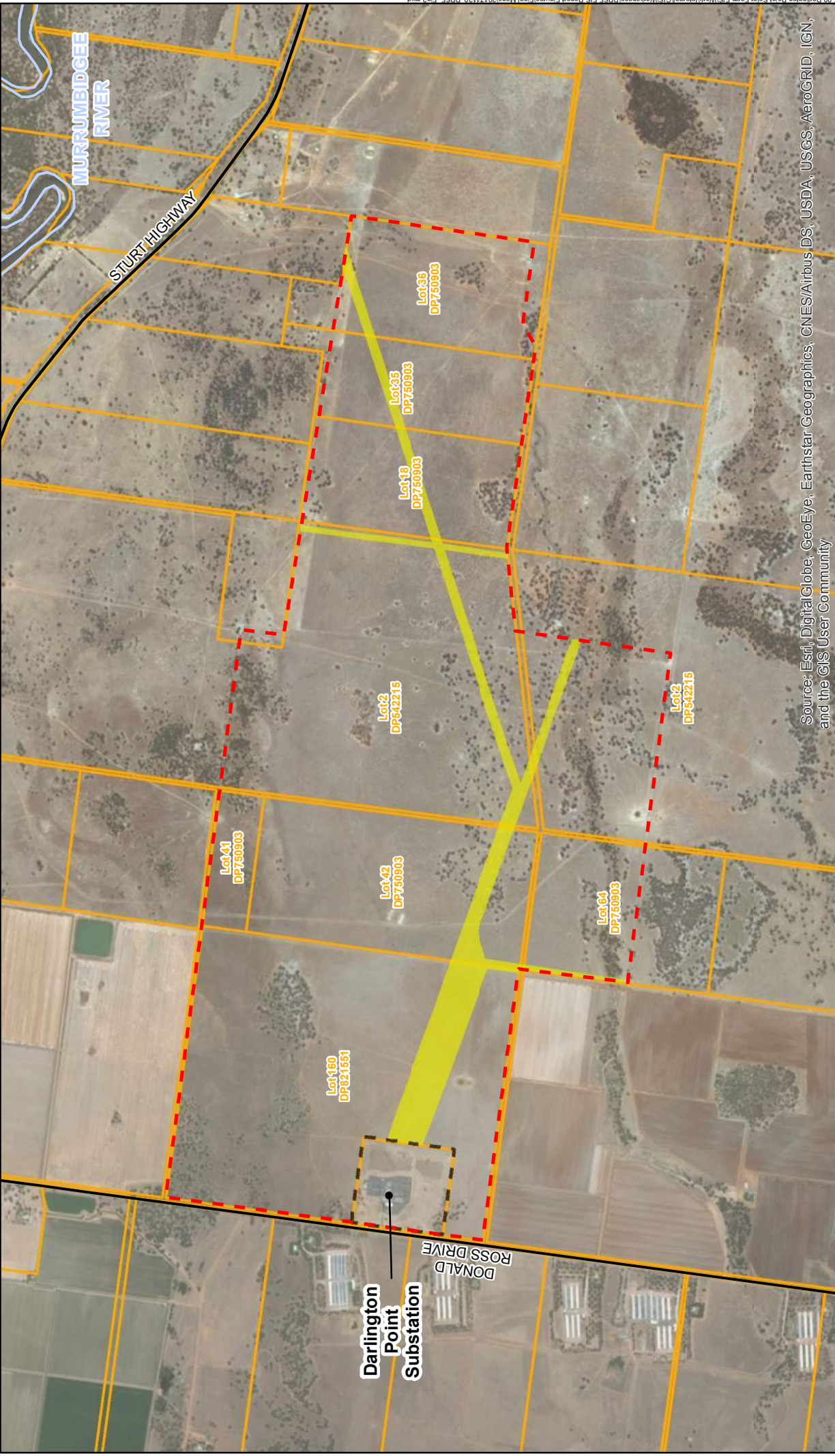
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Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community









ARUP
Level 4, 108 Wickham Street
Fortitude Valley, QLD 4006
Tel +61 (7)3023 6000 Fax +61 (7)3023 6023
www.arup.com

Coordinate System: GDA 1994 MGA Zone 55
Projected Unit of Measurement: Metres
Datum: GDA 1994
Reference Scale: 1:30,000



Edify Energy - Darlington Point Solar Farm
Figure 2 - Project Area

Legend

-  Roads
-  Rivers
-  Project Boundary
-  Darlington Point Substation Boundary
-  Transmission Easements
-  Cadastre

General Manager
Murrumbidgee Council
PO Box 96
Jerilderie NSW 2716

23 AUG REC'D

04.25

GMA → Susan

004070

22 August 2018

Dear Mr Moffitt

RE: FUTURE DEVELOPMENT AT COLEAMBALLY GOLF COURSE.

The Coleambally golf club is in the process of applying for grants to undertake works at the club house and site.

The land on which the club house has recently been devolved to the care and control of Council. Therefore the club is seeking owners consent to lodge a development application for;

- list of works to be undertaken, see attached file

The works will have a value of \$296,375 and the club is also seeking to have the fees for any development application waived.

If you require further information please contact the undersigned on 0427 546 151.

Yours Sincerely



Pat Brown
President



RESIDENTIAL AND COMMERCIAL New Homes • Extensions • Renovations • Servicing Griffith & surrounding areas
MOBILE 0412 703 003 ADDRESS 34 KONO ST GRIFFITH NSW 2680 EMAIL rcolpo@bigpond.com
COLPO BUILDERS PTY LTD ABN 25 615 165 798 Lic No 304790C

Coleambally Golf Club
3 Falcon Road
Coleambally, Nsw 2707

To Caroline Rutledge

31/7/18

Thank you for the opportunity to allow Colpo Builders Pty Ltd to provide a quote for the proposed building refurbishment work to be done at Coleambally golf club.

GENERAL

- *Builder to supply contract works insurance and public liability insurance to insure the property to the extent of the contract whilst works proceed.
- *Builder is to ensure all sub-contractors comply with all building and site safety regulations.
- *Carry out and complete building work in compliance with the scope of works.
- *Provide all necessary plant, scaffolding, hand tools and equipment to complete the Task.
- *Dispose of all accumulated rubbish.
- *Builder is to project manage the construction including the organisation of all materials and sub-contractors.

Stage 1

Stage one consists of a refurbishment of the kitchen, bar and entertainment area. This includes a complete new roof and ceiling, electrical throughout, storm water and storage, water supply to the kitchen and toilet, sealed walls and new windows in the entertainment room.

Pre commencement

Builder is to prepare plans and submit all necessary applications to the local council for their approval.

Builder to complete a site set up prior to commencement with temporary fencing to the perimeter of the building with access points for trades people and emergency assembly point.

Supply and set up temporary site office and amenities block for all trades people.



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Demolition

Carpenters to remove steel roofing and frame work from the total roof area.

Carpentry

Supply and install new timber wall frames to the entertainment area.

Supply and install new timber trusses to the club and over the existing toilet block.

Supply and install new axon cladding to the external walls of the entertainment area.

Supply and install all architraves and skirting to the entertainment area.

Remove existing kitchen and bar to make way for a timber frame to be installed on the wall.

Reinstall the existing bar and kitchen.

Supply and install steel posts and footings to support the roof over the existing toilet block.

Bricklaying

Supply and install bricks to the walls to make them 2550mm ceiling height.

Supply and install sand, cement and lime for all brick laying.

Plumbing

Supply and install new storm water plumbing to be connected into the rain water tanks.

Supply and install 1 new 10,000L rain water tank.

Supply and install 1 x new Davey pressure pump for all cold water

Supply and install 1 x new mixer tap to the kitchen sink.

Roofing

Supply and install new metal fascia and gutter to the total roof area.

Supply and install new battens, valley gutter, Corrugated iron, sarking paper, and cappings to the total roof area.

Supply and install safety edge protection rail .

Electrical

Electrician to remove all power and lighting cables from the total roof area.

Remove electrical sub board.

Remove and set aside all solar panels and inverter.

Supply and install new power cable to all power points and lights.



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Supply and install new power points and lights fittings.
Supply and install new mains power sub boards inside the bar area.
Re install all solar panels and inverter.
Supply and install exit signs.
Supply a handover certificate on completion.

Plastering

Supply and install 32mm metal ceiling battens throughout the ceiling area.
Supply and install R 3.5 ceiling insulation.
Supply and install R 2.0 wall insulation to all external timber walls.
Supply and install all plaster board to all new timber walls and ceiling.
Supply and install all plaster compound to set all joints and sand on completion.
Supply and install new 90 mm cove cornice to all rooms.

Glazing

Supply and install new windows and doors as listed below.

Sliding stack doors 6000 w x 2100 h
4x sliding windows 2700 w x 1200 h
2x French doors 1840 w x 2100h
All clear glass 6mm laminated.

Painting

Painter to supply paint and seal new plasterboard walls and ceilings, skirting and architraves.
Supply and install paint all ceilings and walls to a colour of your choice.
Supply and install paint to all external cladded walls.

The total cost of the above work is **\$ 296,375.00 inc gst**

Regards,
Ryan Colpo

17 SEP REC'D

DA

Susan

004236

13th September, 2018

Susan Appleyard
Murrumbidgee Council
PO Box 3
Darlington Point NSW 2706

Dear Susan Appleyard

Re Motel 23 DeMamiel Street Darlington Point

Last July four residents in DeMamiel Street received letters stating the intentions of Councillor Robert Curphey's development application to build a motel at 23 DeMamiel Street.

Three of the notices were sent back to Council objection to the development, we do not know the content of the other two objections, but my husband and I clearly stated that we did not want "construction site type accommodation" in front of our residence.

In other words "dongers dressed up as a motel". We added other issues as well, some we feel quite legitimate and in fairness others may have been irrelevant.

However at the Council meeting in August we understand our objections were not tabled and so approval was given to Councillor Curphey to construct an eye sore.

My husband and I have created a petition against the development and have over 30 supporting signatures from DeMamiel Street and nearby residents.

DeMamiel Street is a lovely area of Darlington Point with many residents spending hundreds of thousands of dollars creating a nice street scape, the only blemish is a wood yard and a huge shed which would generally be seen in an industrial estate, both owned by Councillor Curphey.

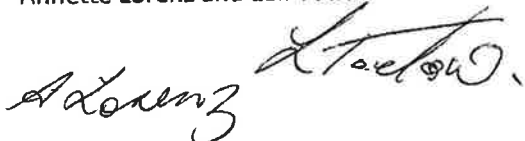
As DeMamiel Street is the main thoroughfare to the Darlington Point Club, this street scape is a major issue in this heritage town planning. Why then didn't Council inform all residents of DeMamiel Street of Councillor Curphey's further disfigurement of our street and town? Again Councillor Curphey made it known that he intended to build a modern 4 or 5 star motel on his block on the corner of Hay Road and DeMamiel Street. He may not have had any objections from residents on that development, certainly not from us, as we would like to see a modern style motel in our town.

If Council is not prepared to reconsider and rescind this plan then we will have no option but to call a public meeting where you will be requested to attend.

So, we ask that as a Council you respect our street and our town, stop taking backward steps then we can return the respect.

Yours faithfully

Annette Lorenz and Len Tetlow



DATE PRESENTED

MONDAY 17/9/18.

DeMamiel Street 8 Unit Motel

We the residents of DeMamiel Street and surrounding Strongly oppose the location of Development Application No. 58-17/18 for an 8 Unit Motel on Lot 2, DP 602758, addressed as 23 DeMamiel Street Darlington Point.

NAME	ADDRESS	SIGNATURE
M. PRITCHARD	DARLINGTON POINT	M. Pritchard
A. KORNZ	22 DEMAMIEL ST D/POINT	A. Kornz
W. KENNEDY	22 DEMAMIEL ST D/POINT	W. Kennedy
W. KENNEDY	2 RYAN ST DARLINGTON POINT	W. Kennedy
Sally Mitchell	" "	S. Mitchell
Paul Burrell	20 DEMAMIEL ST Darlington Pt	P. Burrell
Paul Burrell	16 DEMAMIEL ST DP	P. Burrell
Laura Mills	" " " "	L. Mills
Denise Smith	12 DEMAMIEL ST, DP	D. Smith
PAUL WOOD	10 DEMAMIEL ST Darlington Pt	P. Wood
Tania Stone	15 DEMAMIEL ST Darlington Point	T. Stone
PHILLIP HEADS	19 DEMAMIEL ST Darlington Point	P. Heads
W. MITCHELL	19 DEMAMIEL ST Darlington Point	W. Mitchell
M. Crane	20 DEMAMIEL ST Darlington Pt	M. Crane
J. Jones	21 DEMAMIEL ST	J. Jones
MERLE GOWANS	17 DEMAMIEL ST D. Pt.	M. Gowans
Angela Lorenz	26 DEMAMIEL ST Darlington Pt	A. Lorenz
MICK LORENZ	14 Beaumont Ln Darlington Point	M. Lorenz
Warwick Parnell	14 Beaumont Ln Darlington Point	W. Parnell
Fenny Winter	13 DEMAMIEL ST Darlington Pt	F. Winter
WAYNE WINTER	28 de Mamiel St 29 Pt	W. Winter
Wendy Chitts	28 DEMAMIEL ST, D/PT.	W. Chitts
Frank Williams	21 DEMAMIEL ST	F. Williams
ELIZABETH DEMAMIEL	26 CAMPBELL ST D/POINT	E. Demamiel
Jenny Morris	" " " "	J. Morris
MARK ROBINSON	16 Brady Way Leeton	M. Robinson
Leahanna Kongorol	16 BRADY WAY LEETON	L. Kongorol
James Langford	11 White St D/Point	J. Langford
Geoff Schulz	11 White St D/Point	G. Schulz
	2A CHAMPT ST D/POINT	G. Schulz



We the residents of DeMamiel Street and surrounding Strongly oppose the location of Development Application No. 58-17/18 for an 8 Unit Motel on Lot 2, DP 602758, addressed as 23 DeMamiel Street Darlington Point.

[illegible]

22 Demamiel Street,
Darlington Point,
N.S.W
6th JULY 2018

SUSAN APPLEYARD.
DIRECTOR OF ENVIRONMENTAL SERVICES,
MURRUMBIDGEE COUNCIL

RE PROPOSED MOTEL,

MY HUSBAND AND I ARE WRITING TO COUNCIL TO OPPOSE THE INTENDED DEVELOPMENT OF AN 8 ROOM MOTEL –DA-17-18 AT 23 DEMAMIEL STREET, DARLINGTON POINT BY THE APPLICANT MR ROBERT CURPHEY.

OUR REASONS FOR OPPOSING THIS DEVELOPMENT ARE LISTED BELOW.

1 SAFETY OF OUR CHILDREN

WE FEEL THIS STRUCTURE IS TOO CLOSE TO THE SCHOOL.

2 VISUAL IMPACT TO THE STREETScape.

AS WE LIVE DIRECTLY ACROSS THE STREET, WE WILL BE LOOKING AT THIS BUILDING WHENEVER WE GO OUT OUR FRONT DOOR,

MR CURPHEY TOLD MY HUSBAND HE INTENDS TO GROW TREES ALONG THE FRONT OF THIS PROPOSED SITE .

THIS TELLS US IT IS NOT GOING TO BE GOOD TO LOOK AT (HOW LONG WILL IT TAKE THE TREES TO GROW?

THERE ARE A COUPLE OF OLDER HOMES IN THIS STREET THAT ARE CURRENTLY UNDER RENOVATION ALL FRONT YARDS ARE NEAT AND TIDY, PEOPLE HAVE TAKEN PRIDE IN THEIR HOMES

THERE FOR WE FEEL WE DO NOT NEED "CONSTRUCTION VILLAGE TYPE" ACCOMMODATION IN DEMAMIEL STREET

3 KERB AND GUTTERING.

AS THERE IS NO KERB AND GUTTING ON THE NORTH SIDE OF DEMAMIEL STREET WHERE THE PROPOSED BUILDING IS TO BE ERECTED, WE FEEL ADDITIONAL TRAFFIC WILL INTERFERE WITH THE ROAD STRUCTURE. AS AFTER A SHOWER OF RAIN THIS MORNING THERE IS WATER IN PUDDLES ON THE NORTH SIDE OF DEMAMIEL STREET.

DO COUNCIL INTEND TO KERB AND GUTTER TO ACCOMMODATE TRAFFIC ENTERING AND LEAVING THIS AREA.

4 NOISE

WE FEEL WITH 8 ROOMS OCCUPIED, THERE WILL BE ADDITIONAL NOISE, WITH REVERSING SAFETY DEVICES ON VEHICLES, IT HAS BEEN SUGGESTED THAT THE VEHICLES REVERSE INTO THEIR ALLOTTED PARKS, EVEN REVERSING IN, THESE DEVICES WILL STILL WORK, IF THE MOTEL IS HOUSING WORKERS THEY WOULD NOT BE LEAVING AND RETURNING AT THE SAME TIME SO THIS NOISE COULD HAPPEN ANY TIME.

5 VEHICLE LIGHTS

THE DRIVEWAY TO THE PROPOSED BUILDING IS DIRECTLY OPPOSITE OUR BEDROOM AND THIS TIME OF YEAR WHEN PEOPLE ARE LEAVING TO GO TO WORK IT WILL STILL BE DARK AND THE LIGHTS WILL SHINE DIRECTLY INTO OUR BEDROOM.

6 PARKING.

IS THERE ENOUGH ROOM FOR ADDITIONAL VISITOR PARKING ON SITE, WITH NO KERB AND GUTTERING VEHICLES WILL PARK ON THE NATURE STRIP, AGAIN INTERFERING WITH THE ROAD STRUCTURE.

7 MANAGEMENT

WILL THE EXISTING HOUSE BE USED AS A MANAGERS RESIDENCE TO CONTROL GUESTS USING THE MOTEL IF THERE IS A PROBLEM OR WILL THERE BE A MANAGER LIVING ON SITE?

WE ARE **NOT OPPOSING** THE CONSTRUCTION OF A MOTEL , IN FACT WE THINK A MOTEL IN DARLINGTON POINT WOULD BE GREAT, AS ACCOMADATION IS VERY LIMITED TO MOTORIST TRAVELING ALONG THE KIDMAN WAY AND VISTORS TO OUR TOWN.

MR ROBERT CURPHEY HAS ENOUGH LAND TO BUILD A NICE MOTEL ELSE WHERE
WE ARE AGAINST THE POSITION FOR HIS PROPOSED SIGHT AND CHOICE OF BUILDING.
YOURS SINCERELY

LEN TEELOW

ANNETTE LORENZ

22 DEMAMIEL STREET,

DAR[INGTON POINT

NSW 2706

5TH SEPTEMBER 2018

TO MR CRAIG MOFFITT,
THE GENERAL MANAGER,
MURRUMBIDGEE COUNCIL,

DEAR MR MOFFITT,

AS A RESIDENT OF DEMAMIEL STREET AND LIVE DIRECTLY ACROSS THE STREET WHERE THE PROPOSED CONTRUCTION OF A 8 ROOM MOTEL DA 58/17/18 THAT HAS NOW BEEN PASSED BY COUNCIL

I FEEL I WENT THOUGH THE PROPER CHANNELS TO OBEJECT TO THE CONSTRUCTION OF THIS BUILDING

1 I RECEIVED A LETTER FROM COUNCIL

2 MET WITH TOWN PLANNER

3 WROTE LETTER OF MY CONSERNS TO COUNCIL, ADDRESSED TO TOWN PLANNER AS REQUESTED

4 DELIVERED MY LETTER TO THE DARLINGTON POINT COUNCIL OFFICE BEFORE DUE DATE

5 I HAVE HAD NO NOTIFICATION THAT MY LETTER WAS RECEIVED BY COUNCIL OR THE OUTCOME OF COUNCILS DECISION

I WAS INFORMED 3 LETTERS WHERE SENT TO SUSAN APPLEYARD OBJECTING THE CONSTUCTION FOR VARIOUS REASONS.

I ALSO UNDERSTAND THESE LETTERS WHERE NOT PERSENTED TO THE COUNCIL MEETING AND WOULD LIKE TO KNOW **WHY**

MY HUSBAND ON MY BEHALF HAS BEEN TRYING TO CONTACT SUSAN APPLEYARD WITH NO SUCCESS SO FAR TO DISCUSS THIS MATTER

I STRONGLY OPPOSE THE CONSTRUCTION OF THIS BUILDING AND HAVE NO CONFIDENCE IN COUNCILS JUDGEMENT IN THIS MATTER

AS IT IS A COUNCL MEMBER WHO IS BUILDING THIS MOTEL AND HAD IT PASSED BY COUNCIL WHEN ANOTHER PROPOSAL FOR ACCOMMIDATION WAS REFUSED BEING BECAUSE OF THE STREETScape AND PARKING. WELL I THINK WE HAVE THE SAME PROBLEM HERE IN DEMAMIEL STREET

I BELIEVE THAT THIS PROPOSED UGLY BUILDING IS FOR CASUAL WORKERS, NOT AS A MOTEL AS SUCH

AND THERE IS AMPLE ACCOMMODATION IN THE TOWN FOR WORKERS YES WE KNOW THERE IS MORE CONSTRUCTION WORK TO BE CARRIED OUT IN OUR AREA , BUT THAT WILL BE SHORT TERM

MY HUSBAND HAS HAD CONVERSATION WITH THE OMBUDSMAN'S OFFICE STATING MY CONCERNS WHO ADVISED ME TO WRITE THIS LETTER AND TO GET A SATISFACTORY ANSWER TO MY QUESTIONS

IF I AM NOT HAPPY WITH YOUR ANSWERS I AM TO CONTACT THEIR OFFICE AND THEY WILL LOOK INTO THIS MATTER

I WAS ALSO ADVISED TO START A PUBLIC PETITION FOR SUPPORT IF THIS E MAIL HAS NOT BEEN ANSWERED WITH IN THE WEEK

I WOULD LIKE TO MEET WITH YOU, AS I WOULD LIKE THIS MATTER TO BE REVISED AND I WILL BE GIVING COPIES OF THIS LETTER TO TWO OF OUR COUNCILERS

WE ARE NOT AGAINST DARLINGTON POINT HAVING A MOTEL JUST THE TYPE OF BUILDING AND ITS LOCATION, JUST DON'T FIT AS MR CURPHEY HAS ADDITIONAL LAND NEARBY AND THAT WOULD BE MORE SUITABLE FOR MODERN STYLE MOTEL

YOURS FAITHFULLY ANNETTE LORENZ PHONE NO 0428133793