

Explanatory Note
Draft Planning Agreement
Spicers Creek Wind Farm

Introduction

The purpose of this explanatory note is to provide a plain English summary to support the notification of the draft Planning Agreement for the proposed Spicers Creek Wind Farm (**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 Dubbo Regional Council and Spicers Creek Wind Farm Pty Ltd as required by Clause 205 of the *Environmental Planning and Assessment Regulation 2021*.

The parties to this planning agreement are:

Dubbo Regional Council (ABN 53 539 070 928) (**the Council**) and Spicers Creek Wind Farm Pty Ltd (ACN 648 166 269) (**the Developer**)

Description of the proposed development

The Developer has submitted a development application to the NSW Department of Planning and Environment (reference SSD-44134610) for the construction, operation and decommissioning of the Spicers Creek Wind Farm, located approximately 25 km north-west of Gulgong and 30 km north east of Wellington in the Central-West Orana region of New South Wales. The proposed layout comprises up to 117 turbines (106 of which are proposed in the Dubbo Regional Local Government Area) and ancillary infrastructure (**Proposed Development**).

The Developer has made an offer to the Council to enter into a Planning Agreement in connection with the Proposed Development.

Summary of objectives, nature and effect of the Planning Agreement

The Planning Agreement provides that the Developer will make an annual monetary contribution on 1 July each year, over the life of the project (30 years).

The contribution will be calculated based on 1.5% of the Capital Investment Value of the final layout of the project, in accordance with the Council's adopted Renewable Energy Benefit Framework (2022) (the **Framework**). The contribution will be paid in arrears, with liability commencing on commencement of construction and will be subject to CPI.

In respect of the 106 proposed wind turbines in the Dubbo Regional Local Government Area and the 11 wind turbines proposed in the Warrumbungle Local Government Area, the Planning Agreement funding will be calculated on a pro rata basis per turbine.

The main objectives of the Planning Agreement, consistent with the Framework, are as follows:

- Ensure the community, particularly in the area surrounding the subject site, positively benefits from the development;

- Manage the secondary impacts of the development;
- Provide opportunities for the Developer to proactively and positively add to the betterment of the community.

The Planning Agreement achieves this by requiring monetary contributions to be paid to Council and allocated the funding as follows:

Timeframe	Development Contribution	% pa
Year 1-5	A Strategic Project (nominated to be the construction and maintenance of Forest Vale Road causeway being a council public road within 10km of the Project Site)	54%
	Community Benefit Fund (funding for community groups and other not-for-profit organisations for projects principally situated within 20km of the Project Site and for projects in Wellington)	6%
	Remaining Funding (maintenance of council public roads within 20km of the Project Site, that are not otherwise to be carried out or funded by or on behalf of a government entity)	38%
	Administration	2%
Year 6-30	Strategic Projects (funds to be used in the Dubbo Regional LGA for projects within the categories identified in the Framework, with an emphasis on large-scale infrastructure including road infrastructure provision and maintenance)	54%
	Community Benefit Fund (funding for community groups and other not-for-profit organisations for projects, with a preference for projects principally situated within 30km of the Project Site and for projects in Wellington. However this does not include projects in the Dubbo urban area)	6%
	Remaining Funding (funds to be used on projects for community benefits identified in the Framework, with a preference for projects principally situated within 30km of the Project Site and for projects in Wellington. However, this does not include projects in the Dubbo urban area)	38%
	Administration	2%

In response to expressed community feedback in relation to the need for road maintenance, in the first 5 years, the Planning Agreement allocates 92% of contributions to local roads, including a large-scale road infrastructure project nominated as the replacement of the Forest Vale Road causeway with a bridge and ancillary works.

In years 6 to 30, the contributions will help the Council to deliver infrastructure such as road infrastructure and provides more flexibility in the allocation of funds for public purposes to accommodate changing community needs, though the emphasis remains on projects situated within the vicinity of the project site.

The Planning Agreement provides for 6% of contributions to be expended on a Community Benefit Fund throughout the life of the project.

Assessment of the merits of the Planning Agreement including the positive and negative impacts on the public

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

- the provision of (or the recoupment of the cost of providing) public amenities or public services,
- 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 purposes set out above. This is because it will ensure the Developer makes an appropriate contribution towards the infrastructure, facilities and services, which will have a positive impact on the public who will ultimately use the infrastructure, facilities and services.

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

Given the nature of the proposed development, The Planning Agreement does not specify requirements that must be complied with prior to the issue of a construction certificate or a subdivision certificate or an occupation certificate.