

# PLANNING AGREEMENTS



A Planning Agreement is an agreement entered into by Council and a developer where the developer agrees to fund public amenities or infrastructure, dedicate land at no cost to Council, provide monetary contributions or any other material public benefit, for a public purpose. A public purpose may include any of the following:

- A community facility;
- Affordable housing;
- Transport or other infrastructure relating to the development;
- The funding of recurrent expenditure relating to the provision of community facilities, affordable housing or transport or other infrastructure;
- The monitoring of the planning impacts of development; and/or
- The conservation or enhancement of the natural environment.

The use of planning agreements has increased as a result of their flexibility in allowing Council to capture public benefits outside of the infrastructure contributions system where there is a need for an innovative and flexible approach to deliver public infrastructure and services.

Planning agreements are entered into in relation to a development application or an amendment to the Local Environmental Plan. Planning agreements cannot be entered into unless public notice has been given and the community has been given opportunity to comment on any proposed agreement.

Information about planning agreements can be found in 7.4 of the Environmental Planning

and Assessment Act 1979.

## RENEWABLE ENERGY BENEFIT FRAMEWORK

Council's Renewable Energy Benefit Framework became effective on 8 December 2022 and was amended on 15 February 2024. Download a copy of the Framework Renewable Energy Benefit Framework ( 516.1KB)

The purpose of the Framework is to provide guidance to developers of Electricity Generating Works about Council's requirements to deliver benefits to the community through planning agreements. It provides a clear and transparent way to govern the negotiation, assessment and use of planning agreements for Electricity Generating Works, and ensure they are applied in a consistent, efficient, fair and accountable way.

Proponents will be required to enter into a planning agreement with Council, with funding requirements to be equivalent to:

### Electricity generating works

This includes solar energy farms, wind energy farms, pumped hydro, hydrogen energy developments and any other development that meets the definition of Electricity Generating Works:

- 1.5% of the Capital Investment Value of the project
- 

### Battery Energy Storage Systems

- 0.5% of the Capital Investment Value of the project, with payment of all funds prior to the commencement of the development, or
- 0.75% of the Capital Investment Value of the project, with the payment of funds as annual payments.

## CURRENT PLANNING AGREEMENTS

Date	Description of Development	Parties in Agreement	Document/s	Agreement Details
------	----------------------------	----------------------	------------	-------------------

Date	Description of Development	Parties in Agreement	Document/s	Agreement Details
8 March 2024	<p>Spicers Creek Wind Farm SSD-41134610</p> <p>Construction, operation and decommissioning of a wind farm with up to 122 turbines, a battery with nominal storage of 400MW/400MWh and ancillary operating infrastructure, approximately 25km north west of Gulgong</p>	Spicers Creek Wind Farm Pty Ltd	<p>Planning Agreement ( 7.3MB)</p> <p>Explanatory Note ( 95.4KB)</p> <p>Development Application</p>	<p>The Planning Agreement requires:</p> <ul style="list-style-type: none"> <li>• The Developer to pay 1.5% of the Capital Investment Value of the final layout of the projected, prorated based on the number of turbines in the Dubbo Regional LGA</li> <li>• Council to allocate the monetary contributions across five funding streams as follows: <b>Funding part 1 – Strategic Projects</b> Years 1 – 5: 54% of the total (project nominated as replacement of the Forestvale Road causeway with a bridge) </li> </ul>

Date	Description of Development	Parties in Agreement	Document/s	Agreement Details
				<p>Year 6 onwards: 54% of the total</p> <p><b>Funding part 2 – Community benefit fund</b></p> <p>Years 1 – 5: 6% of the total</p> <p>Year 6 onwards: 6% of the total</p> <p><b>Funding part 3 – Road projects</b></p> <p>Years 1 – 5: 38% of the total</p> <p><b>Funding part 4 – Local Projects</b></p> <p>Year 6 onwards: 38% of the total</p> <p><b>Funding part 5 – Administration</b></p> <p>Years 1 – 5: 2% of the total</p> <p>Year 6 onwards: 2% of the total</p> <ul style="list-style-type: none"> <li>Funds will be payable to Council annually, commencing from the construction of the project, for the life of the project (30 years).</li> </ul>

Date	Description of Development	Parties in Agreement	Document/s	Agreement Details
				<ul style="list-style-type: none"> <li>Funds will be indexed in accordance with CPI from the Anniversary of the date of the Agreement.</li> </ul>

Date	Description of Development	Parties in Agreement	Document/s	Agreement Details
12 December 2023	Dubbo Quarry Continuation Project State Significant Development SSD-10417  Expansion of an extractive industry (quarry) at 22L Sheraton Road, Dubbo (Lot 222 and Part Lot 221 DP1247780, Part lot 100 DP628628)	HOLCIM (Australia) Pty Limited	Planning Agreement including Explanatory Note as Appendix ( 7.1MB)  Development Application	The Planning Agreement requires: <ul style="list-style-type: none"> <li>• The Developer to pay Council a single lump sum of \$600,000 (plus 1 year of CPI) within 1 year of the SSD consent being operational, for improvements of Sheraton Road</li> <li>• The Developer to pay to Council \$0.10 per tonne (subject to CPI increases) of material extracted from the Western Extraction Area and/or the Southern Extraction Area</li> <li>• Council to allocate the monetary contributions towards the</li> </ul>

Date	Description of Development	Parties in Agreement	Document/s	Agreement Details
				maintenance of impacted roads



Date	Description of Development	Parties in Agreement	Document/s	Agreement Details
1 August 2023	<p>Joiria Road D21-820</p> <p>59 lot subdivision on the corner of Joiria Road and Minore Road, Dubbo (Lot 10 DP1142232)</p>	Trustees of the Roman Catholic Church for the Diocese of Bathurst	<p>Planning Agreement ( 7MB)</p> <p>Explanatory Note ( 83.5KB)</p> <p>Development Application</p>	<p>The Planning Agreement requires:</p> <ul style="list-style-type: none"> <li>• The Developer to dedicate 1,196m<sup>2</sup> of road along the Minore Road frontage to Council for road widening purposes</li> <li>• The Developer to receive a credit of \$55,000 to the overall amount payable under the amended Section 94 Contributions Plan for Roads, Traffic Management and Car Parking</li> <li>• The Developer to pay \$107,801.90 to Council for the Citywide Planning Unit under the Section 7.11</li> </ul>

Date	Description of Development	Parties in Agreement	Document/s	Agreement Details
				<p data-bbox="1254 405 1493 521">Open Space and Recreation Facilities</p> <ul style="list-style-type: none"> <li data-bbox="1225 555 1493 1211">• The Developer to receive a credit of \$246,084.30 to the overall amount payable under the Section 7.11 Open Space and Recreation Facilities for the prior transfer of Lot 11 DP1142232 to Council</li> </ul>

Date	Description of Development	Parties in Agreement	Document/s	Agreement Details
20 December 2021	Uungula Wind Farm State Significant Development SSD-6687	Uungula Wind Farm Pty Ltd	Planning Agreement ( 5MB)	The Planning Agreement requires:
	Construction, operation and decommissioning of a wind farm with up to 97 turbines and ancillary operating infrastructure, approximately 14km east of Wellington		Explanatory Note ( 866.6KB)	<ul style="list-style-type: none"> <li>• The Developer to pay to Council \$3,309 per annum (subject to CPI increases) per turbine constructed or under construction;</li> <li>• Council to allocate the monetary contributions across four funding streams as follows:               <p><b>Funding part 1 – Strategic analysis</b>  Years 1 – 5: 15% of the total  Year 6 onwards: 0% of the total</p> <p><b>Funding part 2 – Strategic projects</b>  Years 1 – 5: 38% of the total  Year 6 onwards: 45.5% of the</p> </li> </ul>
			Development Application	

Date	Description of Development	Parties in Agreement	Document/s	Agreement Details
				<p>total</p> <p><b>Funding part 3 – Community benefit fund</b></p> <p>Years 1 – 5: 38% of the total</p> <p>Year 6 onwards: 45.5% of the total</p> <p><b>Funding part 4 – Road maintenance works</b></p> <p>Years 1 – 5: 9% of the total</p> <p>Year 6 onwards: 9% of the total</p> <ul style="list-style-type: none"> <li>• A committee established by Council to administer the expenditure of monetary contributions under Part 3 Community benefit fund.</li> </ul> <p>The Planning Agreement will result in Council receiving up to \$320,973 per annum (subject to CPI</p>

Date	Description of Development	Parties in Agreement	Document/s	Agreement Details
				increases) over the project's 25 year duration.

Date	Description of Development	Parties in Agreement	Document/s	Agreement Details
July 2021	RAAF Base D17-199  Three stage subdivision and master plan at the former RAAF Stores Depot, Palmer Street, Dubbo (Lot 11 DP1050240)	MAAS Group	Planning Agreement ( 8.1MB)  Deed of Assignment ( 3MB)  Explanatory Note ( 428.6KB)  Development Application	The Planning Agreement requires: <ul style="list-style-type: none"> <li>• The Developer to receive a credit of \$2,360,200 (subject to CPI increases) for the provision of stormwater infrastructure, including stormwater basins and in-kind contributions;</li> <li>• The Developer to receive a credit of \$2,202,000 (subject to CPI increases) for development in respect to proposed Lot 10, including landscaping, future maintenance, works in respect to supervised public visitation inside the</li> </ul>

Date	Description of Development	Parties in Agreement	Document/s	Agreement Details
				<p>former communications bunker, and for the dedication of the land to Council;</p> <ul style="list-style-type: none"> <li>• The Developer to receive a credit of \$611,000 (subject to CPI increases) for the construction of a signalised intersection on Cobra Street, which is approximately 30% of the overall value of the works; and</li> <li>• The Developer to pay to Council infrastructure contributions in accordance with 7.11 of the Environmental Planning and Assessment Act 1979 after the credits have</li> </ul>

Date	Description of Development	Parties in Agreement	Document/s	Agreement Details
				been exhausted.
26 July 2018	<p>Sheraton Road Quarry D16-482</p> <p>Extractive industry (quarry) at 20L Sheraton Road, Dubbo (Lot 211 DP1220433)</p>	Regional Hardrock Pty Ltd	<p>Planning Agreement including Explanatory Note as Appendix ( 760.4KB)</p> <p>Development Application</p>	<p>The Planning Agreement requires:</p> <ul style="list-style-type: none"> <li>• The Developer to pay to Council \$0.10 per tonne (subject to CPI increases) of material extracted from the site for a period of 30 years</li> <li>• Council to allocate the monetary contributions towards the maintenance of Sheraton Road, Dubbo</li> </ul>



Date	Description of Development	Parties in Agreement	Document/s	Agreement Details
17 October 2014	Dubbo Zirconia Project State Significant Development SSD-5251  Mining and processing of ore containing rare metals and rare earth elements, approximately 25km south of Dubbo	Australian Zirconia Limited	Planning Agreement ( 6.9MB)  Explanatory Note ( 355.1KB)  Development Application	The Planning Agreement requires: <ul style="list-style-type: none"> <li>• The Developer to pay to Council the following amounts per annum (subject to CPI increases) for the duration of the agreement or cessation of the operations of the development: <p><b>Funding part 1 – Maintenance of Obley/Toongi Road: \$300,000</b></p> <p><b>Funding part 2 – Providing and maintaining community infrastructure, local social amenity, or advancement of the economic development of the LGA: \$84,000</b></p> </li> <li>• The Developer</li> </ul>

Date	Description of Development	Parties in Agreement	Document/s	Agreement Details
				<p>to pay to Council \$230,000 per annum (subject to CPI increases) for the first 10 years of the agreement or cessation of the operations of the development for developing the local road network for new or expanded housing developments</p> <p>The Planning Agreement will result in Council receiving up to \$9,980,000 (subject to CPI increases) over the project's 20 year duration.</p>

Date	Description of Development	Parties in Agreement	Document/s	Agreement Details
August 2014	Rawsonville Road Quarry D13-152  Extractive industry (quarry) at 22L Rawsonville Road, Dubbo (Lot 39 DP DP754303)	Sand Quarries Australia Pty Ltd  Regional Sands (Dubbo) Pty Ltd	Planning Agreement including Explanatory Note as Schedule 2 ( 6.2MB)  Deed of Assignment ( 2.6MB)  Development Application	The Planning Agreement requires: <ul style="list-style-type: none"> <li>• The Developer to pay to Council \$0.60 per tonne (subject to CPI increases) of material dispatched from the site</li> <li>• The Developer to upgrade the intersection at Rawsonville Road and Burraway Road when the production level from the quarry reaches 75,000 tonnes per annum averaged over the previous three years</li> <li>• The Developer to upgrade Rawsonville Road to a bitumen seal, if deemed</li> </ul>

Date	Description of Development	Parties in Agreement	Document/s	Agreement Details
				necessary by an independent review, when the production level from the quarry reaches 90,000 tonnes per annum averaged over the previous three years

Date	Description of Development	Parties in Agreement	Document/s	Agreement Details
12 March 2013	<p>Bodangora Wind Farm Major Project MP10_0157</p> <p>Construction, operation and decommissioning of a wind farm with up to 33 turbines and ancillary operating infrastructure, approximately 15km north-east of Wellington</p>	Bodangora Wind Farm Pty Ltd	<p>Planning Agreement ( 843.3KB)</p> <p>Development Application</p>	<p>The Planning Agreement requires:</p> <ul style="list-style-type: none"> <li>• The Developer to pay to Council the following amounts per annum (subject to CPI increases), and Council to allocate the monetary contributions across three funding streams as follows: <b>Funding part 1 – Community benefit fund:</b> \$50,000 <b>Funding part 2 – Road maintenance:</b> \$25,000 <b>Project related Council administration and observations:</b> \$10,000 </li> <li>• The Developer to pay to</li> </ul>

Date	Description of Development	Parties in Agreement	Document/s	Agreement Details
				<p>Council \$120 per tonne (subject to CPI increases) plus any carbon cost imposed by the waste management facility that accepts the waste generated by the project.</p> <p>The Planning Agreement will result in Council receiving up to \$85,000 per annum (subject to CPI increases) over the project's 25 year duration.</p>

## EXPIRED PLANNING AGREEMENTS

Date	Description of Development	Parties in Agreement	Document/s	Agreement Details
------	----------------------------	----------------------	------------	-------------------

Date	Description of Development	Parties in Agreement	Document/s	Agreement Details
7 August 2014	<p>Cobbora Coal Project Major Project MP10_0001</p> <p>Open cut coal mine to produce up to 12 million tonnes of coal a year for 21 years, approximately 22km south-west of Dubbo</p>	Cobbora Holding Pty Ltd	<p>Planning Agreement ( 7.2MB)</p> <p>Development Application</p>	<p>The Planning Agreement requires:</p> <ul style="list-style-type: none"> <li>• The Developer to pay to Council \$250 per annum (subject to CPI increases) based on the number of persons employed during the construction phase</li> <li>• The Developer to pay to Council \$150 per annum (subject to CPI increases) based on the number of persons employed during the operational phase, plus \$400 per person (subject to CPI increases) based on the number of persons who reside in the Local Government Area</li> <li>• The Developer to pay to Council \$250 per annum (subject to CPI increases) based on the number of persons</li> </ul>

Date	Description of Development	Parties in Agreement	Document/s	Agreement Details
				employed during the rehabilitation phase

Last Edited: 08 Apr 2024