

Appendix 9

Warrumbungle Shire Council
Planning Agreement

Coonabarabran:

14-22 John Street
Coonabarabran NSW 2357

PO Box 191
Coonabarabran NSW 2357

ABN: 63 348 671 239



Calls from within Shire
1300 795 099

Calls from outside Shire area
Coonabarabran:
02 6849 2000

Coolah: 02 6378 5000

Fax: 02 6842 1337

Email:
info@warrumbungle.nsw.gov.au

Coonabarabran - Coolah - Dunedoo - Baradine - Binnaway - Mendooran

Please address all mail to:
The General Manager

Please refer enquiries to: **Leeanne Ryan**
Doc ID 188886

28 February 2024

Mr Sedat Erol
Senior Environmental Planner
ACEN Australia Pty Ltd
Suite 3, Level 21
25 Bligh Street
Sydney NSW 2000

Email: sedat.erol@acenrenewables.com.au

Dear Sedat

Re: Proposed Valley of the Winds Wind Farm Planning Agreement – Key Terms

As per your recent request, herewith a letter confirming the recent decision of Warrumbungle Shire Council ('Council') regarding the proposed Key Terms (also known as General Terms) for the planning agreement between Council and ACEN Australia Pty Ltd (the Applicant).

On 15 February 2024 Council resolved to, inter alia, **endorse** the following Key Terms for the planning agreement between the said Parties:

- a) *The Developer will pay Council Development Contributions to the value of \$1,050 per MW generation capacity installed, per year, for the duration of the project;*
- b) *In addition, the first payment will be 10% of the estimated total sum of Development Contributions over a 25-year life for the Project;*
- c) *Assuming the installed capacity of the development is 943 MW then Council will receive \$990,150 per year (2024 figure) (plus CPI) for the 25-year duration of the project; that includes operations and decommissioning;*
- d) *In the event that the approved project operates beyond 25 years (more than likely) then 100% of the annual Development Contribution plus CPI will be paid to Council;*
- e) *The first payment will be made within 14 days of the EPC Contract being signed, or the date the 'Notice to Proceed' is executed, whichever is the sooner;*
- f) *The second payment will be due on the anniversary of the first payment. It will be paid on a pro rata basis to 1 July, thus annual payments thereafter will be made on 1 July. All payments post the first payment will be equivalent to 90% of the Development Contribution, based on the following calculation:*

*\$1,050 (indexed to CPI from 2023-24 financial year) x MW installed capacity
x 90% (per year for a 25-year period).*

At the same meeting Council also granted delegated authority to the General Manager and the Mayor to negotiate and finalise the Planning Agreement.

Council looks forward to progressing the planning agreement negotiations to finality as soon as possible and will forward you a draft of the full planning agreement document in the near future.

If you have any queries please don't hesitate to contact the undersigned.

Kind regards

A handwritten signature in black ink, appearing to be 'R. Bailey', written over a large, empty oval shape that serves as a placeholder for a stamp or seal.

**ROGER BAILEY
GENERAL MANAGER**