
NARROMINE SHIRE COUNCIL
ORDINARY MEETING BUSINESS PAPER – 13 AUGUST 2025
REPORTS TO COUNCIL – COMMUNITY AND ECONOMIC DEVELOPMENT

1. DEVELOPMENT APPROVALS

Author Director Community and Economic Development
Responsible Officer Director Community and Economic Development
Link to Strategic Plans DP – 3.3.1.1 – Provide efficient and consistent development assessment and certification services

Executive Summary

This report provides information to the Council on the approved Development Applications for July 2025.

Report

The following development applications have been determined by the granting of consent, approved by Council under delegated authority (unless noted). The reasons for the decision (having regard to any statutory requirements applying to the decision), are documented in the assessment reports.

July 2025

DA No	Date	Location	Title Desc	Development	Value	Assess- ment time (days)	CPP*
2025/36	7/07/25	149 Merilba St Narromine	9A/-/382521	Domestic Storage Shed	\$22,000	4	IN
2025/37	10/07/25	2 Kingsford Smith Place Narromine	70/- /1271467	Domestic Storage Shed	\$22,000	1	IN
2025/38	22/07/25	108 Garden Ave Narromine	200/- /8734110	Domestic Storage Shed	\$38,580	1	IN
2025/39	18/07/25	108 Kurrajong Parade Narromine	206/- /873411	Domestic Storage shed	\$9,900	1	IN
2025/28	24/07/25	41 Merilba St Narromine	4&9/17/7587 59	Domestic Storage Shed	\$33,000	7	IN

*Community Participation Plan level of engagement – (Low impact: IN-Inform; Higher Impact (Consult): NN – Neighbour notification; AD – Advertised development; DES- Designated Development; INT – Integrated Development).

The approvals for the month of July 2025 bring the total approved Development Applications for the financial year to 5 with a total value of \$125,480. At this time last year there were 5 applications approved with a value of \$700,979 (as reported to Council, August 2024).

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1. DEVELOPMENT APPROVALS (Cont'd)

Modifications

DA No	Date	Location	Title Desc	Development	Value	Assess- ment time (days)	CPP*
2023/50	24/07/25	41 Merilba St NARROMINE	4&9/17/7587 59	Alterations and Additions with Change of Use (Hall to Residence) (s4.55(2) minor impact)	\$300,000	2	NN
2022/58	31/07/25	151 Old Backwater Road NARROMINE	6/-/251750	Use of earthworks as motorbike track (s4.55(1) typographical error)	-	0	IN

There are currently 2 applications under assessment.

Legal and Regulatory Compliance

Environmental Planning and Assessment Act 1979
Environmental Planning and Assessment Regulation 2021

Risk Management Issues

Nil

Internal/ external Consultation

Public notification of decisions for determinations of development consent (and modifications) in accordance with EP&A Act under Schedule 1, section 20(2) is required.

Attachments

Nil

RECOMMENDATION

That the information be noted.

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2. REQUEST FOR LAND FOR THE DEVELOPMENT OF RURAL FIRE SERVICE FACILITY

Author	Director Community and Economic Development
Responsible Officer	Director Community and Economic Development
Link to Strategic Plans	CSP – 1.2.3 - Encourage volunteering in Shire and recognise the positive outcomes for both the community and volunteers. CSP – 4.1.1 - The Council elected members are representative of the community and provide strong and visionary leadership. CSP – 4.4.2 - Develop and build partnerships with State and Federal governments, industry and community organisations to foster development and delivery of community services and emerging business sectors.

Executive Summary

Council has received a request to make available land at the aerodrome industrial park for the development of Rural Fire Services facilities. This report provides further detail in regard to that request.

Staff have recommended that the request be approved.

Report

Council has received a request to make available land within the Narromine Aerodrome Industrial Park for the development of a new brigade station and emergency operations centre for the Rural Fire Service.

The land requested is the 5040m² allotment described as number 10 on the layout below. The property description is 2 Powell Place (Lot 10 DP 1278134).

The site will allow the Rural Fire Service to construct facilities suitable to house trucks and firefighting equipment and build an emergency operational and training centre.

Narromine Shire Council would continue to own the land and facilities to be built and would add them to the existing Rural Fire Service asset schedule.

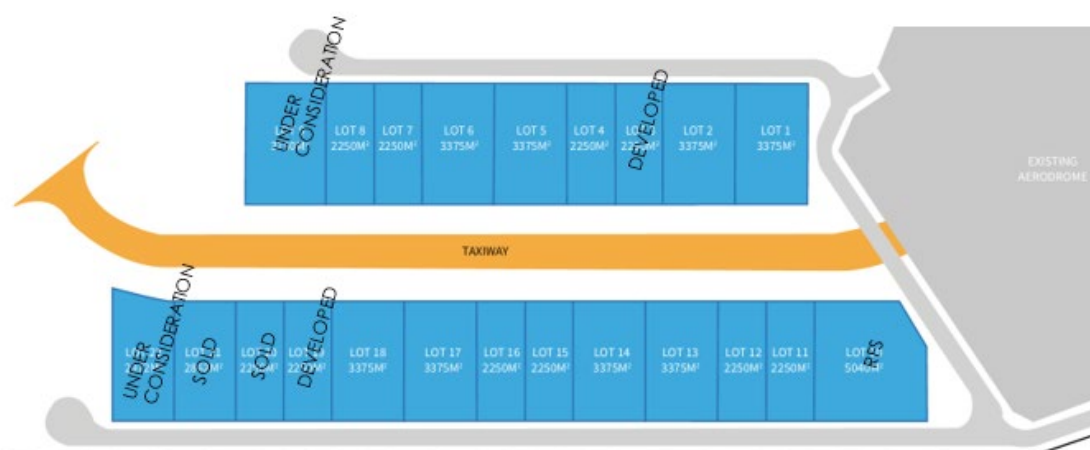
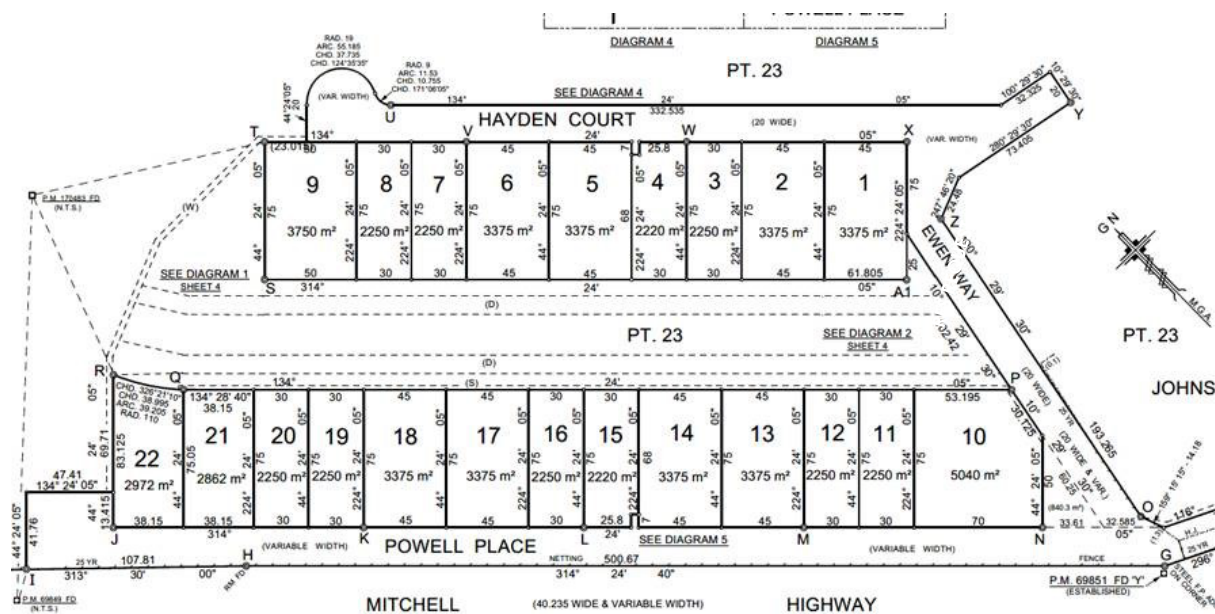
In order for the District Manager to seek funding to build the facilities a suitable site needs to be confirmed in the first instance.

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2. REQUEST FOR LAND FOR THE DEVELOPMENT OF RURAL FIRE SERVICE FACILITY (Cont'd)

Land availability

The land that has been sold or developed at the Industrial Park is detailed below.



2. REQUEST FOR LAND FOR THE DEVELOPMENT OF RURAL FIRE SERVICE FACILITY (Cont'd)

Permissibility

The aerodrome industrial area is zoned SP1 and is a 'prescribed zone'. An emergency services facility means a building or place (including a helipad) used in connection with the provision of services by an emergency services organization.

The State Environmental Planning Policy (Transport and Infrastructure) 2021, Division 6. (2.51) outlines:

(1)- Development for the purpose of an emergency services facility may be carried out with consent in a prescribed zone by or on behalf of the NSW Rural Fire Services or an emergency services organization that is not a public authority.

Legal and Regulatory Compliance

Environmental Planning and Assessment Act 1979

Environmental Planning and Assessment Regulation 2021

Narromine Shire Council Procurement of Goods and Services 2024

Financial Implications

The list price for lot 10 is \$226,800. The income to Narromine Shire Council will be forgone (in subsequent financial years) if the land is provided to the Rural Fire Service for development.

Risk Management Issues

The current location of the Rural Fire Service in Narromine does not allow for the storage of new equipment or for any future growth. Providing for a modern facility will serve the Narromine Shire community well into the future.

In order to request funding for the construction of the new facility land must be made available in the first instance. There is a risk that funding might not be available and as such the offer of land should be made subject to the development proceeding within a reasonable time frame.

Internal/External Consultation

Rural Fire Service Executive

Attachments

Nil

RECOMMENDATION

1. That Council agree to the proposal to allow for the further development of Rural Fire Services facilities at 2 Powell Place (Lot 10 DP 1278134).
2. That the agreement to make land available be reviewed in August 2026 should confirmation of funding not be received.

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3. PLANNING AGREEMENT EDIFY ENERGY

Author	Director Community and Economic Development
Responsible Officer	Director Community and Economic Development
Link to Strategic Plans	CSP – 1.1.3 - Provide active and passive recreation facilities for all. CSP – 1.1.4 - Provide recreational activities and programs that are inclusive and meet the needs of the community. CSP – 4.1.1 - The Council elected members are representative of the community and provide strong and visionary leadership.

Executive Summary

This report provides information to the Council on the draft Planning Agreement between Edify Energy Pty Ltd and Narromine Shire Council.

Report

Edify Energy Pty Ltd is seeking to construct a 100MW solar farm with energy storage and associated infrastructure at 1955 Eumungerie Road, Burroway, New South Wales. (Lot 70 DP 1251856).

The capital value of the project is outlined in the scoping report to be in excess of \$200M and as such is identified as a State Significant Development under Part 4 of the EP&A Act.

For renewable energy projects of this nature the State Government has developed the '*Benefit Sharing Guideline*' to provide information to applicants, Councils and the public about the importance of benefit sharing for large scale renewable energy generation and storage projects. These guidelines have been used in formulating the Planning Agreement

Agreement summary

The Planning Agreement is a voluntary agreement or other arrangement between a planning authority and a developer. *Section 7.4 of the Environmental Planning and Assessment Act 1979* outlines that under the planning agreement 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, including:

- (a) the provision of (or the recoupment of the cost of providing) public amenities or public services,
 - (b) the provision of (or the recoupment of the cost of providing) affordable housing,
 - (c) the provision of (or the recoupment of the cost of providing) transport or other infrastructure relating to land,
 - (d) the funding of recurrent expenditure relating to the provision of public amenities or public services, affordable housing or transport or other infrastructure,
 - (e) the monitoring of the planning impacts of development,
 - (f) the conservation or enhancement of the natural environment.
-

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3. PLANNING AGREEMENT EDIFY ENERGY (Cont'd)

As per the Benefit Sharing Guidelines the planning agreement is set out into two streams, they are:

- Development contribution (Council portion) &
- Development contribution (Developer portion)

The total development contribution in year one is \$85,000, this is apportioned:

- Development contribution (Council portion) \$72,250
- Development contribution (Developer portion) \$12,250

It is recommended that Council's portion be attributed to *'the provision of enhanced children's, youth and seniors sport and recreation activities and development'*.

Edify Energy propose that the Developer's contribution be offered directly to the community in a Community Benefit Fund, favouring projects such as environmental restoration, initiatives that enrich and support the community, education and training programs.

An explanatory note is attached to the Planning Agreement at schedule 4.

Legal and Regulatory Compliance

Environmental Planning and Assessment Act 1979
Environmental Planning and Assessment Regulation 2021

Risk Management Issues

Nil

Internal/ external Consultation

An Explanatory note is provided in Schedule 4 of the planning agreement.

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

Public Exhibition of the draft Planning Agreement will be undertaken for a period of 28 days.

Attachments

- Draft Planning Agreement between Narromine Shire Council and Edify Energy Pty Ltd (**Attachment No. 1**)

RECOMMENDATION

1. That the draft Planning Agreement between Narromine Shire Council and Edify Energy Pty Ltd be placed on public exhibition for a period of 28 days.
2. That a further report detailing the result of public exhibition be provided to Council.

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4. MEMORANDUM OF UNDERSTANDING

Author	Director Community and Economic Development
Responsible Officer	Director Community and Economic Development
Link to Strategic Plans	CSP – 1.2.1 - Recognise and celebrate our cultural and social diversity through local events, programs and projects. CSP – 1.2.2 - Protect and celebrate Aboriginal heritage and culture and provide opportunities for interpretation and understanding. CSP – 4.1.1 - The Council elected members are representative of the community and provide strong and visionary leadership.

Executive Summary

This report provides information to the Council on the Memorandum of Understanding 2025 between the Narromine Local Aboriginal Lands Council, Trangie Local Aboriginal Lands Council and Narromine Shire Council.

Report

In 2018 a memorandum of Understanding was developed between Narromine Shire Council and local Aboriginal groups to enhance relationships and partnerships between the Aboriginal community and Council. The Memorandum of Understanding sought to work together to fulfil the aspirations of Aboriginal people in the Narromine Shire community by:

- Preserving Aboriginal culture and heritage.
- Identifying and implementing opportunities to celebrate culture.
- Implementing and Aboriginal Employment Strategy for Narromine Shire Council.
- Supporting Aboriginal role models to become role models in the broader community.
- Providing Aboriginal art and culture in town streetscapes and in public buildings as appropriate.
- Involving Aboriginal people in Council decision making processes by inviting membership on relevant Council Committees and Working Parties.

A plan was also developed to provide signatories with a number of practical actions to undertake that would enhance the aspirations of the Memorandum of Understanding.

The Memorandum of Understanding and Action Plan has now been reviewed in consultation with the Trangie and Narromine Aboriginal Lands Councils. The main feedback and change for the updated documents has been:

- To ensure that projects can be developed with each of the Lands Council's directly and in conjunction with Narromine Shire Council;
- To ensure that cultural awareness training is available to staff and Councillors.

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4. MEMORANDUM OF UNDERSTANDING (Cont'd)

In 2025 the signatories to the Memorandum of Understanding will be Narromine Shire Council, Narromine Local Aboriginal Lands Council and Trangie Local Aboriginal Lands Council.

Adoption of the Memorandum of Understanding is recommended. Once adopted a formal signing of the agreement will take place.

The Memorandum of Understanding outlines that a formal review of this agreement will take place within one year of each council election or earlier by agreement.

Legal and Regulatory Compliance

Environmental Planning and Assessment Act 1979
Local Government Act 1993

Risk Management Issues

The signing of the memorandum of understanding between Narromine Shire Council and the local Aboriginal Lands Council's is a positive step to ensure that local organisations are working together to achieve improvements in our local community.

No risk management issues are foreseen. Any actions that are undertaken are funded through existing budget means.

Internal/External Consultation

Narromine Local Aboriginal Lands Council
Trangie Local Aboriginal Lands Council

Attachments

- Draft Memorandum of Understanding - August 2025 (***Attachment No. 2***)

RECOMMENDATION

That the Draft Memorandum of Understanding between Narromine Shire Council, Trangie Local Aboriginal Lands Council and the Narromine Local Aboriginal Lands Council 2025 be adopted.

Phil Johnston
Director Community and Economic Development

Draft Planning Agreement

Burroway Solar Farm

1955 Eumungerie Road, Burroway NSW 2828

Between

**Narromine Shire Council
(Council)**

and

**Edify Energy Pty Ltd
(Developer)**

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Planning Agreement made at _____ on _____

Parties

Narromine Shire Council of 118 Dandaloo Street, Narromine, New South Wales
("Council")

and

Edify Energy Pty Ltd of Level 4, 22 Darley Road, Manly New South Wales ("**Developer**")

Background

- A. A Notice of Decision is expected in November to permit State Significant Development No. 55968733 from the NSW Department of Planning, Housing and Infrastructure to carry out the Proposed Development on the Land.
- B. The Developer has offered to enter into a Planning Agreement on the terms of this Agreement to make the Development Contribution.

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 the Proposed Development.

3. Operation of this Agreement

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

"**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.

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

“CPI” means the Consumer Price Index (Australia, All Groups) produced by the Australian Bureau of Statistics (or any replacement index published by the Australian Bureau of Statistics), with a base quarter of January 2026.

“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.

“Development Application” has the meaning it has in the Act.

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

“Development Contribution” means the sum of \$85,000 per year (as increased by CPI), for the lifetime of the Proposed Development.

“Development Contribution (Council Portion)” means that portion of the Development Contribution identified as the ‘Development Contribution (Council Portion)’ in Part A of Schedule 3 (*Development Contribution and Development Program*).

“Development Contribution (Developer Portion)” means that portion of the Development Contribution identified as the ‘Development Contribution (Developer Portion)’ in Part A of Schedule 3 (*Development Contribution and Development Program*).

“Development Contribution Purpose” means one or more initiatives established by Council in relation to childrens’, youth and seniors’ sport and recreation activities.

“Development Program” means the timetable for the payment of the Development Contribution (Council Portion) as set out in Part B of Schedule 3 (*Development Contribution and Development Program*).

“Explanatory Note” means the explanatory note relating to this Agreement, as required by clause 205 of the Regulation, and attached as Schedule 4 (*Explanatory Note*) to this Agreement.

“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 (*Land*).

“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.

“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 subject to State Significant Development No. 55968733 permitted by the NSW Department of Planning, Housing and Infrastructure on 21 June 2024 for a 100MW solar farm with energy storage and associated infrastructure on the Land, the subject of Development Consent.

“Public Purpose” has the meaning it has in the Act.

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

“Related Entity” has the meaning it has in the *Corporations Act 2001* (Cth).

“Regulation” means the *Environmental Planning and Assessment Regulation 2021*.

“Reserve Bank Cash Rate” means, at any point in time, the interest rate determined by the Reserve Bank of Australia which banks pay to borrow funds from other banks in the money market on an overnight basis.

“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*.

“Works Commencement Date” means the date on which the Developer provides a letter to the contractor under the engineering, procurement and installation contract for the Burroway Solar Farm that all conditions precedent for the commencement of construction works have been satisfied.

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) 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.
- (c) A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
- (d) 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.

- (e) A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- (f) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- (g) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- (h) 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.
- (i) 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.
- (j) References to the word 'include' or 'including' are to be construed without limitation.
- (k) A reference to this Agreement includes the agreement recorded in this Agreement.
- (l) 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.
- (m) 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:

- (a) provide, or procure the provision of, the Development Contribution (Council Portion) to the Council in accordance with the Development Program; and
- (b) contribute the Development Contribution (Developer Portion) towards one or more Public Purposes, including in relation to environmental restoration, initiatives that enrich and support the community, and education and training programs; and

5.2 the Council will:

- (a) make the Development Contribution (Council Portion) available for the Development Contribution Purpose or for any other purpose agreed between the Parties; and

- (b) notify the Developer within 10 Business Days of the allocation of all or part of the Development Contribution (Council Portion), providing details of the intended use of such funds.

6. **Application of Section 7.24 of the Act to the Proposed Development**

The application of section 7.24 of the Act to the Proposed Development is excluded.

7. **Dispute Resolution**

7.1 **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 Party 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 Party against cost, damages and all losses suffered in completing the disputed matter if the dispute is not resolved in favour of the indemnifying Party.

7.2 **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 Party) to represent that Party.

7.3 **Other courses of action**

If the mediation referred to in paragraph 7.2 has not resulted in resolution of the dispute, any Party may take whatever course of action it deems appropriate for the purpose of resolving the dispute.

7.4 **Confidentiality of information**

The Parties agree, and must procure that the mediator 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 clause 7.4 (or who is otherwise subject to a professional duty of confidentiality); 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 mediation for a purpose other than the 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 mediation relating to a possible settlement of the dispute; and
- (e) admissions or concessions made by Party during the mediation in relation to the dispute; and
- (f) information, documents or other material concerning the dispute which are disclosed by a Party during the mediation unless such information, documents or facts will have been otherwise discoverable in judicial or arbitral proceedings.

8. **Enforcement**

8.1 **Enforcement**

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

8.2 **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.

9. **Notices**

9.1 **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) emailed to that Party at its email address set out below.

Council

Address: 118 Dandaloo Street, Narromine

Telephone: (02) 6889 9999
Email: mail@narromine.nsw.gov.au
Attention: General Manager

Developer

Address: Level 4, 22 Darley Road, Manly NSW 2095
Telephone: (02) 8790 4000
Email: notices@edifyenergy.com
Attention: General Counsel

9.2 Change of address

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

9.3 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 email, when actually received in readable form.

9.4 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.

10. Assignment and dealings

Neither Party 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:

- 10.1 unless agreed in writing by the other Party (such agreement not to be unreasonably withheld or delayed); or
- 10.2 in the case of the Developer, to a person that will own and construct the solar farm pursuant to the Proposed Development, where the assignee enters into an agreement containing provisions under which the assignee agrees to comply with this Agreement as if it were the Developer.

11. **Costs**

Each Party will bear its own costs regarding the negotiation, preparation, execution and advertising of this Agreement.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **Representations and warranties**

17.1 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.

17.2 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.

18. **Severability**

- 18.1 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.
- 18.2 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.

19. **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.

20. **Waiver**

- 20.1 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.
- 20.2 A waiver by a Party is only effective if it is in writing.
- 20.3 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.

21. **GST**

21.1 **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.

21.2 **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.

21.3 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.

21.4 Defined GST terms

Words and expressions used in this clause 21 have the meaning given to them in the GST Act.

22. 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.

23. 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.

24. Overdue payments

- 24.1 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.
- 24.2 Interest which is not paid when due for payment be capitalised 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.
- 24.3 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.
- 24.4 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.

25. **Counterparts**

This Agreement may be executed in any number of counterparts and by the parties in separate counterparts.

26. **Explanatory Note**

The Explanatory Note must be used to assist in construing this Agreement to the extent stated in Schedule 4 (*Explanatory Note*).

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
<p>Planning instrument and/or development application – (Section 7.4(1))</p> <p>The Developer has:</p> <p>(a) sought a change to an environmental planning instrument.</p> <p>(b) made, or proposes to make, a Development Application.</p> <p>(c) entered into an agreement with, or is otherwise associated with, a person to whom paragraph (a) or (b) applies.</p>	<p>No</p> <p>Yes</p> <p>No</p>
Description of land to which this deed applies – (Section 7.4(3)(a))	1955 Eumungerie Road, Burroway (Lot 70 DP 1251856)
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))	Not applicable – The Developer's Development Application was approved without a condition imposed under Section 7.11 of the Act
Applicability of section 7.12 of the Act – (Section 7.4(3)(d))	Not applicable – The Developer's Development Application was approved without a condition imposed under Section 7.12 of the Act
Consideration of benefits if under this deed if section 7.11 applies – (Section 7.4(3)(e))	The Developer's Development Application was approved without a condition imposed under Section 7.11 of the Act. The contribution made under this Agreement was taken into account by the consent authority in considering the Developer's Development Application.
Mechanism for Dispute resolution – (Section 7.4(3)(f))	Clause 7
Enforcement of this deed (Section 7.4(3)(g))	Clause 9
No obligation to grant consent or exercise functions – (Section 7.4(9))	Clause 16

Schedule 2 – Land

1. Title

The Land means the land comprising the following folio identifiers and addressed as 1955 Eumungerie Road, Burroway, New South Wales and identified as *Annexure 1 Subject Land*:

Lot	Deposited Plan
70	1251856

Schedule 3 – Development Contribution and Development Program**Part A – Development Contribution**

	Development Contribution	Sum
1.	Development Contribution (Council Portion)	\$72,250 per year (as increased by CPI), for the lifetime of the Proposed Development
2.	Development Contribution (Developer Portion)	\$12,250 per year (as increased by CPI), for the lifetime of the Proposed Development

Part B – Development Program

1. The Developer will notify Council within two (2) Business Days of the occurrence of the Works Commencement Date.
2. The Developer must pay the initial Development Contribution (Council Portion) to the Council within twenty (20) Business Days after the Works Commencement Date.
3. The Developer must pay each annual Development Contribution (Council Portion) to the Council within twenty (20) Business Days after each anniversary of the Works Commencement Date for the lifetime of the Proposed Development.

Schedule 4 – Explanatory Note

Explanatory Note

Narromine Shire 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 205 of the *Environmental Planning and Assessment Regulation 2021* (the “**Regulation**”).

Parties to the Planning Agreement

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

Description of the Subject Land

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

- Lot 70 in Deposited Plan 1251856; and

The Subject Land is located at 1955 Eumungerie Road, Burroway, New South Wales.

Description of the Proposed Development

The Developer is seeking to construct a 100MW solar farm with energy storage and associated infrastructure (“**Proposed Development**”) on the Subject Land generally in accordance with State Significant Development Application 55968733 which has been approved by the NSW Department of Planning, Housing and Infrastructure.

Summary of Objectives, Nature and Effect of the draft Planning Agreement

The draft Planning Agreement provides that the Developer will make a monetary contribution of \$85,000 per year for the lifetime of the Proposed Development, indexed by CPI. It is intended that these funds will contribute towards initiatives established by Council and a community fund established by the Developer.

85% of the monetary contribution will be paid by the Developer to Council for the purposes outlined in the draft Planning Agreement.

The remaining 15% of the monetary contribution will be paid directly by the Developer to initiatives that constitute a ‘public purpose’.

The initial annual monetary contribution to Council will be payable within 20 Business Days after the commencement of works under the engineering, procurement, construction and installation contract for the Proposed Development.

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 will apply in respect of the public purposes set out in Table 1 below.

Table 1: The Development Contributions

Portion	Summary Description	Development Contribution
Development Contribution (Council Portion)	The provision of enhanced children's, youth and seniors sport and recreation activities and development.	\$72,500/ year (indexed for CPI) paid for the lifetime of the Proposed Development.
Development Contribution (Developer Portion)	Community Benefit Fund offered directly by the Developer, favouring projects such as: environmental restoration, initiatives that enrich and support the community, education and training programs.	\$12,500/ year (indexed for CPI) paid for the lifetime of the Proposed Development.

The Council and the Developer have assessed the draft Planning Agreement, and both hold the view that the provisions of the draft Planning Agreement provide a reasonable means of achieving the public purposes set out above. This is because it will ensure that the Developer makes appropriate contributions towards relevant initiatives.

In summary, the total development contributions paid by the Developer towards community benefits will be approximately \$1.7 million (indexed further to CPI) over the initial 20 years of the life of the Burroway Solar Farm.

How the draft Planning Agreement Promotes the Public Interest

The draft Planning Agreement promotes the public interest by ensuring that an appropriate contribution is made towards relevant initiatives.

How the draft Planning Agreement Promotes the Objects of the Act

The draft 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 provision and coordination of community services and facilities.

The draft Planning Agreement promotes the following guiding principles for Local Government under section 8A of the *Local Government Act 1993* (NSW) in that it enables:

- a) Council to provide strong and effective representation, leadership, planning and decision making.
- b) Council to plan and provide effective and efficient services and regulation to meet the diverse needs of the local community as outlined in the Community Strategic Plan.
- c) Council to work with others to secure appropriate services for local community needs.

The draft Planning Agreement will lead to the improvement of community amenity in the Narromine Shire Local Government Area. The proposed contributions are assessed to be reasonable to achieve these improvements.

Requirements relating to Construction, Occupation and Subdivision Certificates

The monetary contribution required by this Planning Agreement will be payable following the commencement of works under the engineering, procurement, construction and installation contract for the Proposed Development.

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

Annexure 1 Subject Land



Figure 1-1: Project Site Preliminary Layout including Existing Infrastructure and Non-development Zones

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*:

.....
Signature of Sole Director and Secretary

.....John Cole.....
Name of Sole Director and Secretary

THE SEAL of **NARROMINE SHIRE COUNCIL** ABN 99 352 328 405 was affixed in accordance with *Clause 400 of the Local Government (General) Regulation 2021* pursuant to a resolution made on

.....
[name]
[title]

.....
[name]
[title]

MEMORANDUM OF UNDERSTANDING

BETWEEN
NARROMINE SHIRE COUNCIL
AND
NARROMINE LOCAL ABORIGINAL LAND COUNCIL AND
TRANGIE LOCAL ABORIGINAL LAND COUNCIL

AUGUST 2025

DRAFT

ACKNOWLEDGEMENT OF COUNTRY

WE ACKNOWLEDGE THE TRADITIONAL CUSTODIANS OF THE LAND AND PAY RESPECT TO THE ELDERS, PAST, PRESENT AND FUTURE, FOR THEY HOLD THE MEMORIES, TRADITIONS AND CULTURE OF THE LAND.

INTRODUCTION

Narromine Shire Council acknowledges that Aboriginal people are the original custodians of the land and waters, animals and plants in the Narromine Shire.

The arrival of non-Aboriginal people brought massive changes to this land, its waters and Aboriginal people. The Shire acknowledges and respects that Aboriginal people in the Narromine Shire recognise the cultural values of the environment. Plants, animals and landscapes are at the core of their attachment to the land and rivers, yet, despite being dispossessed, they still maintain a unique and deep attachment to the lands and its waters in the Shire.

The Narromine Local Aboriginal Land Council, Trangie Local Aboriginal Land Council, and Narromine Shire Council acknowledge that there is between them a mutual obligation to give effect to the spirit of this Memorandum of Understanding (MOU) and for all parties to earnestly work towards unity and social justice for the whole community.

Local Aboriginal Land Councils have the legislative responsibility to protect the culture and heritage of Aboriginal persons' in the Council's area and are important stakeholders in the consultative process.

The MOU is a joint initiative of the Narromine Shire Council and the Narromine Shire Local Aboriginal Land Councils.

Council and the Local Aboriginal Land Councils together commit to work in partnership to ensure the success of this MOU.

The MOU seeks to achieve common goals between Narromine Shire Council and the Aboriginal community and to enhance working relationships between the Narromine Shire Aboriginal Community and Narromine Shire Council.

The MOU details the approach to be taken by both Narromine Shire Council and the Local Aboriginal Land Councils to work together to fulfil the aspirations of Aboriginal people in the Narromine Shire community by:

- Preserving Aboriginal culture and heritage
- Identifying and implementing opportunities to celebrate culture.
- Implementing an Aboriginal Employment Strategy for Narromine Shire Council.
- Supporting Aboriginal role models to become role models in the broader community.
- Providing Aboriginal art and culture in town streetscapes and in public buildings as appropriate.
- Involving Aboriginal people in Council decision making processes by inviting membership on relevant Council Committees and Working Parties.

Whilst Narromine Shire Council and the Local Aboriginal Land Councils are committed to this MOU, all are autonomous bodies and retain their autonomy.

COMMITMENTS

NARROMINE SHIRE COUNCIL COMMITS TO:

- i) Recognising that the cultural heritage of the Aboriginal people of the Narromine Shire is not confined to archaeological sites and artefacts, it also includes family and country, natural values such as landforms, flora, fauna and its natural resources which are paramount in the Aboriginal community's priorities.
- ii) Assisting, encouraging and promoting employment opportunities for Aboriginal people. Council will implement an Aboriginal Employment Strategy that encourages and promotes employment opportunities for Aboriginal people, including persons with disabilities, within its own workforce and, where possible, the private and public sectors.
- iii) Involving Aboriginal people in appropriate civic events which Council arranges and co-ordinates.
- iv) Acknowledging the Aboriginal community's traditional custodianship of the land in the Shire and flying the Aboriginal Flag at Council's offices at the same height as the Australian Flag on a work day basis, along with the Australian flag.
- v) Flags will be flown at half-mast as a sign of mourning upon the death of a local Aboriginal Elder or significant person. A formal letter of request from the Narromine Local Aboriginal Land Council or the Trangie Local Aboriginal Land Council to Council's General Manager is required to lower the flag on the day of their funeral. All flags will be lowered to half-mast in accordance with Australian National Flag Protocols.
- vi) Including Aboriginal people in the consultation process prior to decision making around cultural and heritage issues (land dealings and earthworks).
- vii) Providing support to the Aboriginal community to stage Aboriginal cultural events and ceremonies.
- viii) Celebrating with the Aboriginal people, their significant cultural ceremonies and events including, but not limited to, Reconciliation Week, Sorry Day, National Aboriginal and Islander Day Observance Committee Events (NAIDOC).
- ix) Informing the Local Aboriginal Land Councils of Council elections and of opportunities for education in Council functions and candidacy well in advance of planned election dates.
- x) Working with the Narromine and Trangie Aboriginal Lands Council's on initiatives which enhance Community wellbeing and growth.

COMMITMENTS

NARROMINE AND TRANGIE LOCAL ABORIGINAL LANDS COUNCILS COMMIT TO:

As part of the Agreement, the Narromine Local Aboriginal Land Council and the Trangie Local Aboriginal Land Council commit to:

- i) Developing greater community understanding of Aboriginal culture in the Shire and increasing opportunities for cultural tourism.
- ii) Participating in cross cultural awareness with all parties' respective staff and/or Councillors.
- iii) Notifying Council of any identified Aboriginal sites and cultural heritage in the local government area so they can be taken into account when Development Applications are being considered.

COMMITMENTS

ALL PARTIES AGREE TO:

a) Welcome/Acknowledgement to Country

Narromine Shire Council to invite Aboriginal Elders to relevant official functions and receptions. An Aboriginal Elder to perform 'Welcome to Country' ceremonies at relevant official Narromine Shire Council events upon request by Narromine Shire Council.

In the absence of an Elder, a representative, appointed by the Aboriginal community to do an Acknowledgement of Country and in the absence of a member of the Aboriginal community, a Council official to do an Acknowledgement of Country. Example of an Acknowledgement of Country is as follows:

"Good morning/evening Ladies and Gentlemen

It is my great pleasure to offer you an Acknowledgement of Country."

"I would like to acknowledge the traditional custodians of the land and pay respect to the Elders, past present and future, for they hold the memories, traditions and culture of the land where we meet today, and extend that respect to the Aboriginal Community and all Aboriginal people present".

b) The maintenance, protection and preservation of Aboriginal sites and cultural heritage are central to an Aboriginal person and as such all parties will collaborate to ensure that all sites and Aboriginal cultural items in the Shire are protected, preserved and cared for as appropriate.

c) Develop an Action Plan which will be a working document to identify and address relevant issues, demonstrating an ongoing commitment to reconciliation and the Memorandum of Understanding.

d) Develop other appropriate processes/protocols as a part of the MOU Action Plan.

e) Review the MOU Action Plan annually.

f) Adopting and promoting policies and programs which are non-discriminatory and which recognise the needs of our Aboriginal community; and

g) Being representative of all members of our community in ensuring that the principles and commitments of this Memorandum of Understanding are upheld.

INCLUSIVENESS

The signatories to this Memorandum of Understanding acknowledge that there are many descendants of the Wongaibon and Wiradjuri Nations in the Narromine Shire, and together with all other members of the Aboriginal Community in the Shire, are represented in this Memorandum of Understanding.

REVIEW OF MEMORANDUM OF UNDERSTANDING

The Narromine Local Aboriginal Land Council, the Trangie Local Aboriginal Land Council, and the Narromine Shire Council agree to:

- a) Reviewing this Memorandum of Understanding within one year of each Council election or earlier as agreed between the parties.
- b) Meeting, when required, to identify and discuss matters which they consider should form part of the first formal review.
- c) The MOU remaining in force until the review has been completed. The MOU may be terminated by either Narromine Shire Council or The Narromine Local Aboriginal Land Council, the Trangie Local Aboriginal Land Council by providing written notice to the other parties.

SIGNATORIES TO THE MEMORANDUM OF UNDERSTANDING

NARROMINE SHIRE COUNCIL:

.....
MAYOR

.....
GENERAL MANAGER

NARROMINE LOCAL ABORIGINAL LAND COUNCIL:

.....
CHAIR

.....
DEPUTY CHAIR

TRANGIE LOCAL ABORIGINAL LAND COUNCIL:

.....
CHAIR

.....
DEPUTY CHAIR

DATED THIS DAY OF 2025

ACTION PLAN 2025-2029

Number	Action	Key Council Officer/s Responsible	Key Responsible Group	Timeline
1	Council will implement an Aboriginal Employment Strategy that encourages and promotes employment opportunities for Aboriginal people, including persons with disabilities, within its own workforce and, where possible, the private and public sectors	Human Resources	Narromine Shire Council	Ongoing-reviewed June 2025
2	Involving Aboriginal people in appropriate civic events which the Council arranges and co-ordinates	Community Services and Tourism & Development teams	All parties	As they occur
3	Flying the Aboriginal Flag at Council's offices at the same height as the Australian Flag on a work day basis, along with the Australian Flag	Community and Economic Development	Council	Daily during working week
4	Fly Aboriginal Flag at half-mast as a sign of mourning upon the death of an Aboriginal Elder or significant person. A formal letter of request from the Narromine or Trangie Local Aboriginal Land Councils to Council's General Manager is required to lower the flag on day of funeral	Community and Economic Development	All parties	As requested

ACTION PLAN 2025-2029

Number	Action	Key Council Officer/s Responsible	Key Group Responsible	Timeline
5	Invite Aboriginal people to participate in the consultation process prior to decision making around cultural and heritage issues	Community Economic Development and	Narromine and Trangie Aboriginal Councils and Local Land	As requested and ongoing
6	Council to provide support to the Aboriginal community to stage Aboriginal cultural events and ceremonies	Community Economic Development and	All parties	As requested
7	Council will celebrate, with the Aboriginal community, their significant cultural ceremonies and events including eg Reconciliation week, Sorry Day, National Aboriginal and Islander Day Observance Committee Events (NAIDOC)	Community Economic Development and	All parties	When relevant
8	Council will inform the Aboriginal community of Council elections and of opportunities for education in Council functions and candidacy in advance of planned election dates	Governance	All parties	As requested

ACTION PLAN 2025-2029

Number	Action	Key Council Officer/s Responsible	Key Aboriginal Group Responsible	Timeline
9	Participate in a cross cultural awareness with both parties' respective staff and/or Councillors	Community and Economic Development	Narromine and Trangie Aboriginal Councils and Local Land	2026
10	Show respect to all Aboriginal organisations, rights, obligations and aspirations and all parties to find creative and positive ways to continue to work together in the future.	Council	Narromine and Trangie Aboriginal Councils and Local Land	Ongoing

PROTOCOL

WELCOME TO COUNTRY PROTOCOL

Protocol	Key Council Officer/s Responsible	Key Aboriginal Group Responsible	Timeline
<p>Council to invite Aboriginal Elders to relevant official functions and receptions. An Aboriginal Elder to perform "Welcome to Country" ceremonies at relevant official Council events upon request by Council. Council to apply to NLALC and TLALC who will arrange for the Elder to perform the Welcome/Acknowledgement of Country.</p> <p>In the absence of an Elder, a representative, appointed by the NLALC or TLALC to do an Acknowledgement of Country and in the absence of a member of the Aboriginal community, a Council official to do an Acknowledgement of Country.</p>	<p>Governance</p> <p>Community and Economic Development</p>	<p>Narromine and Trangie Local Aboriginal Land Councils</p>	<p>When relevant</p>



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