



2016

COUNCIL BUSINESS PAPERS

Ordinary Meeting WEDNESDAY 17 AUGUST 2016

SEPARATELY ATTACHED ATTACHMENTS

ATTACHMENTS

Report 8.2	Attachment 1	VPA Explanatory Note.....	3
	Attachment 2	Current VPA.....	6
	Attachment 3	Deed of Amendment to Planning Agreement.....	22
	Attachment 4	Public Submissions	29
Report 8.5	Attachment 1	End of Term Report 2016	44
Report 9.9	Attachment 1	Quarterly Budget Review June 2016	45

Explanatory Note

Wilpinjong Extension Project – Deed of Amendment to Planning Agreement between Mid Western Regional Council and Wilpinjong Coal Pty Ltd (ACN 104 594 694)

Introduction

This explanatory note supports the public notification of a proposed amendment to a planning agreement (**Deed of Amendment**) between Mid-Western Regional Council (**Council**) and Wilpinjong Coal Pty Ltd (**Wilpinjong**). This explanatory note has been prepared jointly by Council and Wilpinjong in accordance with clause 25E of the *Environmental Planning and Assessment Regulation 2000* (**Regulation**).

Parties to the Deed of Amendment

The parties to the Deed of Amendment are Wilpinjong and Council.

Background

Wilpinjong and Council entered into an agreement in March 2013 to amend a planning agreement (**Amended Agreement**) that had been prepared under section 93F of the *Environmental Planning and Assessment Act 1979* (**Act**).

The Amended Agreement relates to the Wilpinjong Coal Project approved under Project Approval 05_0021 (**Project Approval**). The Project Approval was granted on 1 February 2006 and has been modified on a number of subsequent occasions.

Description of the Development

Wilpinjong lodged a development application on 8 January 2016 for the Wilpinjong Extension Project (SSD 6764). The Wilpinjong Extension Project is a proposed extension of open cut operations at the Wilpinjong Coal Mine for an additional operational life of approximately seven years.

On 5 April 2016, Wilpinjong offered to enter into a deed of amendment with Council to provide additional commitments to take account of the Wilpinjong Extension Project.

Description of the Subject Land

The Wilpinjong Extension Project will use the existing surface infrastructure at Wilpinjong Coal Mine in the Mid-Western Region Local Government Area (**LGA**).

The Deed of Amendment applies to the land the subject of the Project Approval and the land as defined in the development application for the Wilpinjong Extension Project.

Proposed amendment to the Amended Agreement

Under the existing Amended Agreement, Wilpinjong has already committed to the payment of annual community infrastructure and amenity contributions to Council for 20 years determined by the number of permanent employees and permanent contractors at the Wilpinjong Coal Project. This will allow the Council to finance a variety of community and amenity projects in the Mid-Western region. In particular,

the payments will allow Council to fund infrastructure of a communal, human or social nature, which caters for the various life-cycle needs of the public including childcare facilities, community halls, youth centres and aged persons facilities. This commitment has been amended to include the requirement for an ongoing payment of an annual community infrastructure and amenity contribution following the end of the current mine life (being 2027) so that on and from 2028 Wilpinjong continue to pay an annual contribution calculated in accordance with a revised formula contained in the Deed of Amendment.

In addition to these existing contributions, the proposed amendment to the Amended Agreement requires Wilpinjong to:

- (a) provide access to the ablution facilities at the Wollar General Store for public use during and beyond the store opening hours;
- (b) provide cleaning services to the Wollar General Store ablution facilities; and
- (c) provide continued ground keeping of the vacant and public land within Wollar Village, including church grounds, park and town entrances.

The Deed of Amendment will take effect only if and once the development application for the Wilpinjong Extension Project is approved.

Objectives, nature and effect of the Deed of Amendment

The objective, nature and effect of the Deed of Amendment is to provide in kind contributions to Council and to assist Council to fulfil its obligations in the LGA.

Assessment of the merits of the Planning Agreement including the impact on the public

The Deed of Amendment will provide a positive effect on members of the public in the Council LGA.

Promotion of the Objects of the Act

The Deed of Amendment may promote the following objects of the Act:

- (a) the proper management, development and conservation of natural and artificial resources, including agricultural land, natural areas, forests, minerals, water, cities, towns and villages for the purpose of promoting the social and economic welfare of the community and a better environment;
- (b) the promotion and co-ordination of the orderly and economic use and development of land;
- (c) the provision of land for public purposes;
- (d) the provision and co-ordination of community services and facilities; and
- (e) ecologically sustainable development.

Promotion of Council's Charter under section 8 of the LGA

The Deed of Amendment may promote the following provisions of the Local Government Charter under section 8 of the *Local Government Act 1993 (NSW)*:

- (a) to provide directly or on behalf of other levels of government, after due consultation, adequate, equitable and appropriate services and facilities for the community and to ensure that those services and facilities are managed efficiently and effectively;
- (b) to properly manage, develop, protect, restore, enhance and conserve the environment of the area for which it is responsible, in a manner that is consistent with and promotes the principles of ecologically sustainable development;
- (c) to have regard to the long term and cumulative effects of its decisions;
- (d) to bear in mind that it is the custodian and trustee of public assets and to effectively plan for, account for and manage the assets for which it is responsible;
- (e) to engage in long-term strategic planning on behalf of the local community;
- (f) to exercise its functions in a manner that is consistent with and promotes social justice principles of equity, access, participation and rights; and
- (g) to raise funds for local purposes by the fair imposition of rates, charges and fees, by income earned from investments and, when appropriate, by borrowings and grants.

Interpretation of Deed of Amendment

This explanatory note is not to be used to assist in construing the Deed of Amendment.



Amended and Restated planning agreement

Wilpinjong Coal Pty Ltd

Mid-Western Regional Council

Version: 1

Level 16, 55 Hunter Street Sydney NSW 2000

GPO Box 462 Sydney NSW 2001 Australia

ABN 42 721 345 951

Telephone +61 2 9270 8600 Fax +61 2 9270 8699

Offices Brisbane Sydney Newcastle

www.mccullough.com.au



Table of contents

Parties	1
Background	1
Operative Part	2
1 Definitions and interpretation	2
1.1 Definitions	2
1.2 Interpretation	3
2 Planning Agreement under the Act	4
3 Application of the Agreement	4
4 Operation of this Agreement	4
5 Application of sections 94, 94A and 94EF of the Act	4
5.1 Sections 94, 94A and 94EF of the Act	4
5.2 Section 94 of the Act	4
5.3 Impact of the Wilpinjong Coal Project on local social amenity or Community Infrastructure	4
6 Development Contributions to be made under this Agreement	4
6.1 Road Capital Contribution-Ulan Wollar Road	4
6.2 Contribution of Funds or Gravel	5
6.3 Contribution of Annual Payment	5
6.4 Application of Annual Payment	Error! Bookmark not defined.
6.5 Method of Payment	6
6.6 Completion of Road Works	6
6.7 Confirmation of Payment	6
6.8 Enforcement	6
7 Registration	7
8 Review of this Planning Agreement	7
9 Notices	7
9.1 Giving Notice	7
9.2 Receipt	7
10 Disputes	8
10.1 Not Commence	8
10.2 Written Notice of Dispute	8
10.3 Attempt to Resolve	8



10.4	Mediation	8
10.5	Costs	8
10.6	Court Proceedings	8
10.7	Not Use Information	8
10.8	No Prejudice	9
11	Entire Agreement	9
12	Further Acts	9
13	Governing Law and Jurisdiction	9
14	Joint and Individual Liability and Benefits	9
15	No Fetter	9
16	Representations and Warranties	9
17	Severability	9
18	Modification	10
19	Waiver	10
	Schedule	11
	Execution	12
	Schedule	Error! Bookmark not defined.
	Annexure A	13
	Table detailing how Agreement fulfils section 93F(3) EPA Act requirements for the contents of Planning Agreements	13



Amended and restated planning agreement

Dated

Parties

Wilpinjong **Wilpinjong Coal Pty Ltd ACN 104 594 694**
of Level 14, 259 Queen Street, Brisbane, Queensland 4000

Council **Mid-Western Regional Council**
of 86 Market Street, Mudgee, New South Wales 2850

Background

- A. On 8 September 2010, a delegate of the Minister granted consent to the modification of the Wilpinjong Coal Project which is the subject of the Project Approval.
- B. Condition 12 of Schedule 2 of the Project Approval requires that Wilpinjong shall enter into a planning agreement with the Council which provides for the payment of contributions to Council for upgrading specified elements of the Council's road infrastructure affected by the Wilpinjong Coal Project.
- C. By letter to the General Manager of the Council dated 4 August 2010, Wilpinjong offered to enter into this Agreement with the Council.
- D. The purpose of the parties entering into this Agreement is to enable Wilpinjong to satisfy condition 12 of Schedule 2 of the Project Approval.
- E. On or about 28 August 2012 the NSW Planning Assessment Commission granted consent to the modification of the Wilpinjong Coal Project the subject of the Project Approval.
- F. By letter to the Assessment Officer of the Mining & Projects Division of the NSW Department of Planning and Infrastructure dated 14 June 2012, Wilpinjong offered to enter into an agreement with the Council on the terms within this amended Agreement.
- G. The purpose of the parties amending this Agreement is to enable Wilpinjong to satisfy Condition 12A of Schedule 2 of the Project Approval.

Operative Part

1 Definitions and interpretation

1.1 Definitions

In this Agreement:

Term	Definition
Act	means the <i>Environmental Planning and Assessment Act 1979</i> .
Agreement	means this agreement.
Annexure A	means Annexure A to this Agreement.
Business Day	means any day excluding Saturdays, Sundays and public holidays.
Community Infrastructure	means the infrastructure of a communal, human or social nature, which caters for the various life-cycle needs of the public including but not limited to childcare facilities, community halls, youth centres and aged persons facilities.
CPI	means the consumer price index for Sydney (All Groups) published by the Australian Bureau of Statistics or the index officially substituted for it.
Gravel	is that material excavated on Mining Lease 1573 and used for road building on the Wilpinjong Mine. It is of no particular grade or quality but is generally suitable for road building. For the purposes of this Agreement, this gravel is assumed to have a value of \$6.00 plus GST per cubic metre.
GST	has the same meaning as in the GST Law.
GST Law	has the meaning given to that term in <i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i> and any other Act or regulation relating to the imposition or administration of the GST.
Land	means the land to which the Project Approval applies as described in Appendix 1 of the Project Approval.
Modification Application	means the section 75W modification application submitted by Wilpinjong on 16 September 2011 and approved by the Planning Assessment Commission on or about 28 August 2012.
Minister	means the Minister for Planning.
Party	means a party to this Agreement, including their successors and assigns.
Primary Road Works	means the widening and sealing of that part of the Ulan Wollar Road located immediately west of the Marragamba Bridge and extending 2800 metres further west to meet the eastern extent of the existing sealing of



Term	Definition
	the same road.
Project Approval	means the project approval for the Wilpinjong Coal Project (05_0021) granted on 1 February 2006 as modified from time to time.
Regulation	means the <i>Environmental Planning and Assessment Regulation 2000</i> .
Road Capital Contribution	means an amount of \$600,000.00 plus GST.
Road Capital Contribution Remainder	means the Road Capital Contribution minus all payments made by Wilpinjong to Council in accordance with clause 6.1.
Secondary Road Works	means the upgrading of Ulan Road between Mudgee and the entrance to the underground surface facilities at the Ulan Coal Mine as described in the Ulan Road Strategy prepared in accordance with Condition 51 of Schedule 3 of the Project Approval.
Wilpinjong Coal Project	Means the development the subject of the Project Approval

1.2 Interpretation

In this Agreement, unless the context indicates a contrary intention:

- (a) **(headings)** clause headings and the table of contents are for convenience only and do not affect the interpretation of this Agreement;
- (b) **(Australian currency)** a reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars;
- (c) **(corporation)** a reference to a corporation includes its successors and permitted assigns;
- (d) **(statutory corporation)** a reference to a statutory corporation includes its successors and permitted assigns;
- (e) **(including)** references to the word 'include' or 'including' are to be constructed without limitation;
- (f) **(corresponding meanings)** 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;
- (g) **(singular)** the singular includes the plural and vice-versa;
- (h) **(legislation)** a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under that legislation or legislative provision; and
- (i) **(writing)** a reference to a notice, consent, request, approval or other communication under this Agreement or an agreement between the parties means a written notice, request, consent, approval or agreement.



2 Planning Agreement under the Act

This Agreement constitutes a planning agreement within the meaning of section 93F of the Act. Annexure A demonstrates how this Agreement complies with the requirements of Division 6 of Part 4 of the Act.

3 Application of the Agreement

- (a) This Agreement applies to the Land.
- (b) This Agreement applies to the Wilpinjong Coal Project.

4 Operation of this Agreement

This Agreement operates from the date upon which it is executed by the Parties.

5 Application of sections 94, 94A and 94EF of the Act

5.1 Sections 94, 94A and 94EF of the Act

This Agreement does not exclude the application of section 94, 94A and 94EF of the Act to the Wilpinjong Coal Project.

5.2 Section 94 of the Act

The payments under this Agreement are to be taken into consideration in determining a development contribution for the Wilpinjong Coal Project under section 94 of the Act.

5.3 Impact of the Wilpinjong Coal Project on local social amenity or Community Infrastructure

- (a) Subject to clause 5.3(b), Council must not seek from nor impose on Wilpinjong any financial contribution for the Wilpinjong Coal Project as approved or for any future modification of the Wilpinjong Coal Project (including without limitation any expansion), in addition to the contribution embodied in clause 6.2A of this Agreement, in relation to the impact of the Wilpinjong Coal Mine (or any expansion thereof) on local social amenity or Community Infrastructure; and
- (b) Council may only seek from or impose on Wilpinjong a financial contribution for a future modification of the Wilpinjong Coal Project in so far as it relates to Condition 5 of Schedule 2 of the Project Approval, in addition to the contribution embodied in clause 6.2A of this Agreement.

6 Development Contributions to be made under this Agreement

6.1 Road Capital Contribution-Ulan Wollar Road

- (a) **Primary Road Works**
 - (i) Council is to carry out the Primary Roads Works.



- (ii) Subject to clause 6.1(a)(ii), Council may issue an invoice to Wilpinjong for its costs reasonably incurred in carrying out each stage of construction of the Primary Road Works following the completion of each stage. The determination of the staging of construction for the Primary Road Works shall be at the sole discretion of Council.
- (iii) Wilpinjong must pay that proportion of the Road Capital Contribution due under each invoice issued by Council within 14 days provided that the aggregate amount sought under the invoice or invoices for the Primary Road Works does not exceed the Road Capital Contribution.

(b) Secondary Road Works

- (i) In the event that there is any unexpended portion of the Road Capital Contribution left following the payment by Wilpinjong to Council of all invoices issued for the Primary Road Works, then, subject to clause 6.1(b)(ii), Council may issue an invoice to Wilpinjong for its costs reasonably incurred in carrying out each stage of construction of the Secondary Road Works following the completion of each stage. The determination of the staging of construction for the Secondary Road Works shall be at the sole discretion of Council.
- (ii) Wilpinjong must pay that proportion of the Road Capital Contribution due under each invoice issued by Council within 14 days provided that the aggregate amount sought under the invoice or invoices for the Secondary Road Works does not exceed the Road Capital Contribution Remainder.

6.2 Contribution of Funds or Gravel

- (a) Subject to clause 6.2(c), Wilpinjong must pay to Council a contribution of \$50,000.00 plus GST to be used by Council for general upgrading of the Ulan Wollar Road.
- (b) The payment under clause 6.2(a) must be made by Wilpinjong to Council within 30 days of the commencement of this Agreement.
- (c) In lieu of the monetary payment under clause 6.2(a), Wilpinjong may at its sole discretion provide to Council the equivalent value in Gravel to be used by Council for the upgrading of the Ulan Wollar Road.
- (d) If Wilpinjong is to make a contribution to Council under clause 6.2(c) above, Wilpinjong must deliver the contribution to the location(s) located within the boundaries of the land subject to Mining Lease 1573 nominated by Council on the date(s) notified by Council.

6.2A Contribution of Social Amenity or Community Infrastructure Annual Payment

Contribution payable

- (a) Wilpinjong must pay Council the Annual Payment by 31 March each Payment Year in accordance with this clause.

Annual Payment

- (b) The Annual Payment is determined by the following formula:

$$\text{Annual Payment (\$)} = (W-100) \times (\$12,000/20)$$



Where 'W' is the total number of permanent employees and permanent contractors at the Wilpinjong Coal Project as determined by Wilpinjong (acting reasonably) on 28 February in any given year.

Payment Year

(c) A Payment Year is each of the remaining calendar years of the current Project Approval.

Provision of Information in Support of Calculation of Annual Payment

(d) In addition to the Annual Payment Wilpinjong is to provide the information supporting the calculation required by clause 6.2A(b) in writing to Council by 31 March in the Payment Year.

Indexation

(e) The Annual Payment payable:

- (i) in the 2013 Payment Year is not subject to indexation, and
- (ii) in each Payment Year commencing 2014 must be indexed in accordance with CPI for the December quarter of the previous calendar year.

Use

(f) Council must expend all monies received from the Annual Payment in relation to local social amenity or Community Infrastructure.

Time frame

(g) Council must expend all monies received from the Annual Payment within a reasonable time of receiving the Annual Payment.

6.3 Method of Payment

Wilpinjong must pay the monetary contributions required under clauses 6.1, 6.2 and 6.2A of this Agreement by electronic transfer into a bank account directed by the Council.

6.4 Completion of Road Works

Council agrees to use its reasonable endeavours to complete the road works referred to clauses 6.1 and 6.2 within 24 months of the commencement of the this Agreement.

6.5 Confirmation of Payment

Council must provide written confirmation to Wilpinjong within 14 days of receiving an Annual Payment.

6.6 Enforcement

Within 60 days of execution of this Agreement, Wilpinjong and Peabody Energy Australia Pty Ltd (ABN 93 096 909 410) (PEA) will enter into a parent company guarantee in favour of and in terms acceptable to Council (acting reasonably) whereby PEA unconditionally and irrevocably guarantees Wilpinjong's obligations under clause 6.3.



7 Registration

This Agreement will not be registered as provided for in section 93H of the Act.

8 Review of this Planning Agreement

This Agreement may be reviewed or modified by agreement providing that any variation must be in writing and must be executed by the Parties. This clause does not derogate from any requirement under section 93G of the Act or the Regulation with respect to the amendment of a planning agreement.

9 Notices

9.1 Giving Notice

- (a) Any notice, demand, consent or other communication given or made under this Agreement must be:
 - (i) clearly readable;
 - (ii) signed by the Party giving or making it (or signed on behalf of that Party by its authorised representative); and
 - (iii) left at the address or sent by pre-paid security post (air mail if outside Australia) to the address or to the fax number of the recipient.
- (b) A Party may change its address or facsimile number for the purpose of service by giving notice of that change to the other Party in accordance with clause 9.1.
- (c) The Parties' respective addresses and facsimile numbers are those set out in the Schedule.

9.2 Receipt

Any communication will be taken to be received by the recipient:

- (a) in the case of a letter, on the third (seventh, if sent outside the country in which the letter is posted) Business Day after the date of posting;
- (b) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile communication was sent in its entirety to the facsimile number of the recipient; and
- (c) if the time of dispatch of a facsimile is not on a Business Day, or is after 5:00 pm (local time) on a Business Day, it will be taken to have been received at the commencement of the next Business Day in which business is generally conducted in that place.



10 Disputes

10.1 Not Commence

A Party may not commence any court proceedings relating to a dispute of any matter under this Agreement (a Dispute) unless it complies with this clause 10.

10.2 Written Notice of Dispute

A Party claiming that a Dispute has arisen under or in relation to this Agreement must give notice to the other Party specifying the nature of the Dispute.

10.3 Attempt to Resolve

On receipt of notice under clause 10.2, the Parties must endeavour in good faith to resolve the Dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or other techniques agreed by them.

10.4 Mediation

If the Parties do not agree within seven days of receipt of notice under clause 10.2 (or any further period agreed in writing by them) as to:

- (a) the dispute resolution technique and procedures to be adopted;
- (b) the timetable for all steps in those procedures; and
- (c) the selection and compensation of the independent person required for such technique,

the Parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales (or any replacement). The Parties must request the President of the Law Society of New South Wales or the President's nominee to select the mediator and determine the mediator's remuneration.

10.5 Costs

Each Party to a dispute must pay its own costs of complying with this clause 10. The Parties to the Dispute must equally pay the costs of the Mediation including without limitation the fees of any mediator and the cost of room hire.

10.6 Court Proceedings

If the Dispute is not resolved within 42 days after notice is given under clause 10.2, then any Party which has complied with the provisions of this clause 10 may in writing terminate any dispute resolution process undertaken pursuant to this clause 10 and may then commence court proceedings in relation to the Dispute.

10.7 Not Use Information

The Parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this clause 10 is to attempt to settle the Dispute. No Party may use any information or documents obtained through any dispute resolution process undertaken pursuant to this clause 10 for any purpose other than in an attempt to settle the Dispute.



10.8 No Prejudice

This clause 10 does not prejudice the right of a Party to institute Court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this Agreement.

11 Entire Agreement

This Agreement contains the entire agreement between 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.

12 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.

13 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 court and court of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

13 Joint and Individual Liability and Benefits

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

14 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.

15 Representations and Warranties

The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under the Agreement and that entry into this Agreement will not result in the breach of any law.

16 Severability

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. 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 this Agreement is not affected.

17 Modification

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

18 Waiver

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 breach of obligation by, another Party. A waiver by a Party is only effective if it is in writing. 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.

o o o o o



Schedule

Name	Wilpinjong Coal Pty Ltd
Contact	Ian Livingstone-Blevins – General Manager
Address	Locked Bag 2005, Mudgee, NSW 2850
Fax	02 6373 4575


Name	Mid-Western Regional Council
Contact	The General Manager
Address	86 Market Street, Mudgee, NSW 2850
Fax	02 6378 2815




Execution

EXECUTED as an agreement

Executed by Wilpinjong Coal Pty Ltd
by:


A Director

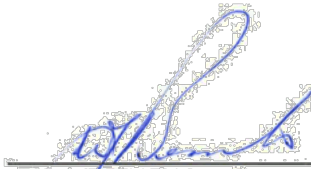

A Director/Secretary


A Full name of Director


A Full name of Director/Secretary

Executed by Mid-Western Regional Council
by:


A Director Mayor


A Director/Secretary General Manager


A Full name of Director Mayor


A Full name of Director/Secretary General Manager



Annexure A

Table detailing how Agreement fulfils section 93F(3) EPA Act requirements for the contents of Planning Agreements

Subsection	Requirement	Agreement clause
93F(3)(a)	A description of the land to which the agreement applies.	Definitions – 'Land'
93F(3)(b)(i)	A change to the environmental planning instrument to which the agreement applies.	Not relevant
93F(3)(b)(ii)	A description of the development to which the agreement applies.	Definitions – 'Wilpinjong Coal Project'
93F(3)(c)	The nature and extent of the provision to be made by the developer under the agreement, the time or times by which the provision is to be made and the manner by which the provision is to be made.	Clause 6 – 'Development Contributions to be made under this Agreement'
93F(3)(d)	Whether the agreement excludes (wholly or in part) or does not exclude the application of section 94, 94A or 94EF to the development.	Clause 5 – 'Application of sections 94, 94A and 94EF of the Act'
93F(3)(e)	If the agreement does not exclude the application of section 94 to the development, whether benefits under the agreement are or are not to be taken into consideration in determining a development contribution under section 94.	Clause 5 – 'Application of sections 94, 94A and 94EF of the Act'
93F(3)(f)	A mechanism for the resolution of disputes under the agreement.	Clause 10 'Disputes'
93F(3)(g)	The enforcement of the agreement by suitable means, such as the provision of a bond or guarantee, in the event of a breach of the agreement by the developer.	Clause 6A – 'Enforcement'

Wilpinjong Coal Mine - Deed of Amendment of Planning Agreement

Wilpinjong Coal Pty Ltd ACN 104 594 694

Mid-Western Regional Council

Version: 1



Deed of Amendment of Planning Agreement

Dated

Parties

Wilpinjong **Wilpinjong Coal Pty Ltd ACN 104 594 694**
of Level 13, 259 Queen Street, Brisbane, Queensland 4000

Council **Mid-Western Regional Council**
of 86 Market Street, Mudgee, New South Wales 2850

Background

- A The parties entered into the Amended Agreement on or about March 2013 to enable Wilpinjong to satisfy conditions 12 and 12A of Schedule 2 of the Project Approval.
- B Wilpinjong lodged a development application on 8 January 2016 for the Wilpinjong Extension Project (SSD 6764). Once granted the Wilpinjong Extension Project will incorporate the existing approved Wilpinjong Coal Mine the subject of the Project Approval, and the Project Approval will be surrendered.
- C On 5 April 2016, Wilpinjong offered to enter into a revised agreement with Council to provide additional commitments to take account of the Wilpinjong Extension Project.
- D The parties have agreed to amend the Amended Agreement in the terms set out in this Deed to satisfy the conditions the Development Consent.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this document terms defined in the Amended Agreement have the same meaning when used in this document, and in this document the following terms are defined:

Term	Definition
Amended Agreement	means the Amended and Restated Planning Agreement executed by the parties on or about March 2013.
Deed of Amendment	means this document.
Effective Date	means the date that the development application for the Wilpinjong Extension Project (SSD 6764) is approved.



1.2 Interpretation

In this document, unless the contrary intention appears:

- (a) expressions and phrases used but not defined in this document will have the same meanings as they have in the Amended Agreement; and
- (b) clause 1.2 of the Amended Agreement will apply to the interpretation and construction of this document.

2 Variation of Amended Agreement

2.1 Effective Date

- (a) On and from the Effective Date, the parties agree that the Amended Agreement is varied as set out in this document.
- (b) The parties agree to be bound by the terms of the Amended Agreement as varied by this document on and from the Effective Date.
- (c) For the avoidance of doubt, the parties agree that if the Wilpinjong Extension Project is refused, this document has no affect and the variations to the Amended Agreement contained in this document will not be made.

2.2 Amendments

- (a) The definition of 'Land' in clause 1.1 of the Amended Agreement is deleted and replaced with the following:

"means the land to which the Project Approval and Development Consent applies as described in the Project Approval and Development Consent respectively."
- (b) The definitions of 'Project Approval' and 'Wilpinjong Coal Project' in clause 1.1 of the Amended Agreement are deleted.
- (c) Add the following definitions in clause 1.1 of the Amended Agreement:

Development Consent	means the development consent for the Wilpinjong Extension Project (SSD 6764) granted on [insert].
Project Approval	means the project approval for the Wilpinjong Coal Project (05_0021) granted on 1 February 2006 as modified, replaced or substituted from time to time, and includes the Development Consent.
Wilpinjong Coal Project	means Wilpinjong's coal mining operation located approximately 40 kilometres north east of Mudgee the subject of the Project Approval.
Wilpinjong Extension Project	means the development the subject of the Development Consent.
Wollar General Store	means the General Store located at the corner of Barnett Street and Maitland Street.
Wollar Village	means the village of Wollar within the Mid-Western



Region Local Government Area.

(d) Clause 6.2A(b) of the Amended Agreement is deleted and replaced with the following:

(b) *The Annual Payment for each Payment Year will be determined by the following formulas:*

(i) for Payment Years up to and including 2027:

$$\text{Annual Payment (\$)} = (W-100) \times (\$12,000/20)$$

(ii) for Payment Years on and from 2028:

$$\text{Annual Payment (\$)} = W \times (\$12,000/20)$$

Where 'W' is the total number of permanent employees and permanent contractors at the Wilpinjong Coal Project as determined by Wilpinjong (acting reasonably) on 28 February in any given year.

(e) Clause 6.2A(c) of the Amended Agreement is deleted and replaced with the following:

(c) A Payment Year is each of the remaining calendar years of the Project Approval provided the Project Approval remains in force.

(f) Clause 6 of the Amended Agreement is amended by inserting the following clauses after clause 6.6:

6.7 Additional contributions

(a) In addition to the annual financial contributions provided for in clause 6, Wilpinjong must:

- (i) provide access to the ablution facilities at the Wollar General Store for public use during and beyond the store opening hours;
- (ii) provide cleaning services to the Wollar General Store ablution facilities; and
- (iii) provide continued ground keeping of the vacant and public land within Wollar Village, including church grounds, park and town entrances.

6.8 Council commitments

- (a) Council agrees to provide Wilpinjong with access to maintenance equipment as required by Wilpinjong to carry out its obligations under clause (iii).
- (b) Council will be responsible for repairs and upgrades to the maintenance equipment as and when required to enable Wilpinjong to fulfil its obligations under clause (a)(iii).

3 General

3.1 Amendments

This document may only be amended by written agreement between all parties.

3.2 Assignment

- (a) Wilpinjong may (at its discretion) assign or novate to any of the following (New Party) the whole or part of an interest in this Second Amended Agreement:
 - (i) the purchaser of the whole or an interest in the Wilpinjong Extension Project;
 - (ii) any subsidiary, parent company or related body corporate (as provided in the Corporations Act 2001 (Cth)) of Wilpinjong or the party in clause 3.2(a)(i).
- (b) If requested by Wilpinjong, Council will sign all documents and undertake all acts reasonably necessary to give effect to Wilpinjong's assignment of its rights or novation of its rights and obligations under this Second Amended Agreement.
- (c) Before any assignment or novation referred to in clause 3.2, Wilpinjong is to use its best endeavours to procure the execution by the New Party of a deed of assumption in favour of Council in which the New Party covenants to be bound by this Second Amended Agreement as if it were a party to this Second Amended Agreement.
- (d) Wilpinjong must pay the reasonable cost of Council related to Council's compliance with its obligations under clause 3.2(c).

3.3 Counterparts

This document may be signed in any number of counterparts. All counterparts together make one instrument.

3.4 No merger

The rights and obligations of the parties under this document do not merge on completion of any transaction contemplated by this document.

3.5 Entire agreement

- (a) This document (together with the Amended Agreement) embodies the entire agreement between the parties.
- (b) To the extent permitted by law, any statement, representation or promise made in any negotiation or discussion, is withdrawn and has no effect except to the extent expressly set out or incorporated by reference in this document.
- (c) Each party acknowledges and agrees that it does not rely on any prior conduct or representation by the other party in entering into this document.

3.6 Further assurances

Each party must do all things reasonably necessary to give effect to this document and the transactions contemplated by it.



3.7 No waiver

- (a) The failure of a party to require full or partial performance of a provision of this document does not affect the right of that party to require performance subsequently.
- (b) A single or partial exercise of or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.
- (c) A right under this document may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in that waiver.



Execution

EXECUTED as a deed

Executed by Wilpinjong Coal Pty Ltd
by:

^ _____
Director

^ _____
Director/Secretary

^ _____
Full name of Director

^ _____
Full name of Director/Secretary

Executed by Mid-Western Regional Council
by:

^ _____
Director

^ _____
Director/Secretary

^ _____
Full name of Director

^ _____
Full name of Director/Secretary

WOLLAR PROGRESS ASSOCIATION
C/O- POST OFFICE
WOLLAR NSW 2850

General Manager
Mid-Western Regional Council,
PO Box 156, Mudgee, 2850

Wednesday 13 July 2016

council@midwestern.nsw.gov.au

SUBMISSION

VOLUNTARY PLANNING AGREEMENT
Amendments to Wilpinjong Planning Agreement

Wollar Progress Association wishes to lodge an objection to the amended Wilpinjong Voluntary Planning Agreement (VPA) as exhibited.

Our key objections are based on the following issues as presented in the Deed of Amendment of Planning Agreement:

1. Failure to carry out Council motion at meeting on 17 February 2016.
2. The Annual Payment formula in Clause 2.2 (d) is unclear and needs to be rewritten.
3. The Annual Payment is not sufficient to cover the social and infrastructure impacts of the current and proposed extended mining operations.
4. The proposed change to the Annual Payment, to commence in 2028, does not coincide with the key periods of increased employment and social impact.
5. The additional contributions outlined in Clause 6.6 (ie maintaining public areas in Wollar Village and providing public access to the toilets at Wollar Shop) will not mitigate the social impacts of the Extension Project on the Wollar community.
6. The Assignment Clause 3.2 (c) does not guarantee anything beyond 'best endeavours' to procure a 'deed of assumption' that any new owner of Wilpinjong Mine will be bound by the VPA.

The Association has concerns about the lack of transparency around the expenditure of the Wilpinjong VPA over the past 10 years of the mine operation. The Wollar community has suffered significant social impacts that have not, to date, been mitigated by funding towards the various provisions outlined for the use of a VPA under Section 93F of the NSW *Environmental Planning and Assessment Act 1979*.

The Association notes that a VPA is to be applied towards a public purpose:

(2) A public purpose includes (without limitation) any of the following:

- (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.

Key Issues with amended Wilpinjong VPA:

1. Failure to carry out Council motion passed at meeting on 17 February 2016

Council unanimously moved that 'the VPA be amended to include an additional \$15,000 pa (indexed in accordance with the CPI for the December quarter of the previous year) specifically for the maintenance of Community Infrastructure within the Wollar Village including infrastructure not necessarily owned and maintained by Council.'

This additional contribution is critical for the provision of public purpose funding to mitigate the significant social impacts of the Wilpinjong Mine on the Wollar community.

Wollar representatives presented Council with the annual running costs of maintaining the Wollar Community Hall and Recreation Ground facilities that are managed for the Crown by Wollar Progress Association. These costs included annual insurance commitments, quarterly power bills and upkeep of the facilities. The ongoing loss of active community volunteers through acquisition of property by Peabody Energy has limited the fundraising capacity of the community.

Council unanimously agreed that the public infrastructure in Wollar Village be supported through specific funding provided in the VPA. This provision of public purpose has not been met.

2. Annual Payment Agreement formula

The formula as written in the VPA is misleading:

(i) for Payment Years up to and including 2027:

Annual Payment (\$) = $(W-100) \times (\$12,000/20)$

(ii) for Payment Years on and from 2028:

Annual Payment (\$) = $W \times (\$12,000/20)$

It should be expressed as $W \times \$600$. The consideration of payments over a 20 year period is no longer valid because, if approved, the life of mine will be over 27 years.

There is no justification provided for the deduction of 100 employees from the formula up to and including 2027.

3. Insufficient funding

The Association considers that the Annual Payment is not sufficient funding to cover the social and infrastructure impacts of the current and proposed extended mining operations at Wilpinjong Mine.

There is a vast discrepancy between the VPA arrangements for each of the large coal mining operations on the LGA.

The proposed VPA being negotiated with KEPCO for the Byong Mine operations, if approved, is \$8.9m over the life of the proposal with an annual payment based on coal production.

The Wilpinjong Mine is a much larger operation producing twice as much coal as the Bylong proposal. The amended VPA does not reflect the ongoing impacts on public infrastructure, such as road maintenance, and on the social and environmental amenity of the Wollar community.

The regular heavy traffic movements through the Wollar district associated with mining activities in the region has caused significant deterioration in road safety for the local community. Sufficient funding must be provided through the combined VPAs to maintain safe rural roads.

4. Non alignment with key employment changes in the Wilpinjong Extension Project

The proposed changes to Annual Payments formula should commence with the approval of the Extension Project. The proposed activities include immediate construction of Pit 8.

The EIS for the Extension Project predicts an increase of up to 100 construction workers in the first 18 months after approval and a peak workforce of 663 in 2024.

The proposal to adopt the changed formula after 2028 does not align with the timing of the maximum impacts of the predicted workforce at the mine.

5. Insufficient additional contributions

The Association does not support the proposed additional contributions outlined in Clause 6.6 ie maintaining public areas in Wollar Village and providing public access to the toilets at Wollar Shop. These will not mitigate the social impacts of the Extension Project on the Wollar community.

There is no guarantee that either of these contributions will be carried out effectively. It is of particular interest that Council has agreed to fund the maintenance and upgrade of mowing equipment used by Wilpinjong staff. This original arrangement was to help supplement the voluntary work undertaken by members of Wollar Progress Association.

The Association wishes to express deep disappointment that negotiations were undertaken with Wilpinjong Mine staff in relation to activities within Wollar Village without any reference to or consultation with the Wollar community.

The Association has outlined to the Council the urgent need for upgraded public toilet facilities in Harry Harvey Park. These are not associated with private property. The provision of these public amenities better fit the public purpose of a VPA rather than the proposed agreement for access to private property that is impossible to monitor or regulate. Funding of private property use does not meet the provision of public purpose.

For the additional contributions to be effective they should include the \$15,000 annual contribution to the maintenance of Community Infrastructure within Wollar Village, as supported by Council and the construction of a new public amenity toilet block on Council owned land at Harry Harvey Park.

6. The Assignment to new owner

Clause 3.2 of the VPA amendment acknowledges the strong likelihood of Peabody Energy selling off the Wilpinjong Mine.

The Association is concerned that the 'best endeavours' of Peabody Energy to procure a 'deed of assumption' that any new owner of Wilpinjong Mine will be bound by the VPA is very uncertain.

This could particularly be the case in relation to Wollar Village maintenance and access to toilets at Wollar Shop. Any new mine owner may commence to divest itself of current Peabody owned property.

There is no guarantee that a new owner could be required to undertake the proposed unsatisfactory additional contributions.

It would be easier to guarantee that specific monetary contributions in the amended VPA could be assumed by a new owner. These contributions should be the provision of \$15,000 pa towards upkeep of Wollar Community infrastructure and the construction of new public amenities at Harry Harvey Park.

These additional contributions would be much easier for the Council to ensure implementation.

Conclusion

Wollar Progress Association trusts that the information provided in this submission will be carefully considered by Mid-Western Regional Council in the finalisation of the amendments to the Wilpinjong Planning Agreement.

The significant social impacts on Wollar community cannot be ignored. The amended VPA is an opportunity for Council to address this issue in a meaningful and manageable way.

Yours sincerely



Bev Smiles
Secretary

Rylstone District



Environment Society Inc.

Mr Brad Cam
General Manager
Mid-Western Regional Council
PO Box 156
Mudgee NSW 2850
20 January 2014

Rylstone District Environment Society Inc.
PO Box 141 Rylstone NSW 2849
info@envirorylstone.org.au
www.envirorylstone.org.au

15 July 2016

Dear Mr Cam,

**Voluntary Planning Agreement:
Amendments to the Wilpinjong Planning Agreement**

Rylstone District Environment Society submits the following comments in response to the proposed amendments to the Wilpinjong Planning Agreement:

- The draft agreement will not help the Wollar community.
- The council decision for an additional \$15,000 a year towards the costs of maintaining community infrastructure in Wollar should be included.
- New toilets at Harry Harvey Park should be an additional contribution in the agreement.
- Public use of toilet facilities at Wollar Shop cannot be guaranteed if Peabody sells Wilpinjong Mine.
- The maintenance of Wollar Village open space areas by mine workers cannot be guaranteed if Peabody sells Wilpinjong Mine.
- The annual payments will not provide enough funding for road maintenance, improved road safety and other public needs in the district.

Yours sincerely,

Jennifer More

Secretary, Rylstone District Environment Society Inc. (RDES)
www.envirorylstone.org.au
PO Box 141 Rylstone 2849

Alison Shumack

From: Info Stonecottages <info@stonecottages.com.au>
Sent: Thursday, 14 July 2016 11:50 AM
To: Council
Subject: Submission VPA - Wilpinjong CM

Mid-Western Regional Council

RE: Submission on VPA with Wilpinjong Mine

Att: General Manager

PO Box 156 Mudgee

2850

2016

council@midwestern.nsw.gov.au

Date: 14 July

As long term residents and business owners in the Ulan Wollar area we would like to provide comment on the proposed amendments to the VPA

between Wilpinjong Coal Mine and Mid-Western Regional Council.

The proposed amendments to the VPA do not provide sufficient benefit, support or compensation for the Wollar community.

Our business and interaction with Mudgee and Gulgong has been detrimentally affected by the increased mine traffic using the local road system.

The constant queues of mine traffic and increasing rubbish and road kill along the roadways leading to and from mining developments at Ulan and Wollar

constitute an increased risk to public safety and amenity, are a negative to local tourism and contradict our duty of care to the environment.

The proposed Annual Payments do not provide enough funding for road maintenance, improved road safety and other public needs in the district

Amendments to Wilpinjong Planning Agreement should ensure:

1. Guaranteed support for the maintenance of Wollar Village open space areas, including church grounds, park and town entrances.
2. Guaranteed public access to toilet facilities at Wollar Shop during and beyond the store opening hours
3. Provision for regular monthly clean-up of road sides leading to and from the mining developments
4. Additional funding specifically allocated for the village of Wollar including and not limited to \$15,000 per year towards the costs of maintaining community infrastructure in Wollar and provision of new toilet block at Harry Harvey Park

Yours sincerely,

CD & JE Imrie

'Gleniston'

167 Saddlers Creek Road

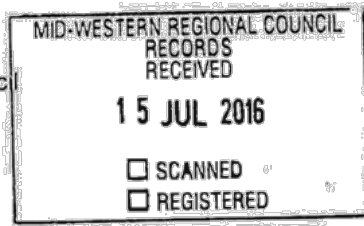
Ulan 2850

www.stonecottages.com.au

Ph: 0263734650

This e-mail has been scanned for viruses by MCI's Internet Managed Scanning Services - powered by MessageLabs. For further information visit <http://www.mci.com> or contact Information Technology Business Unit - Mid-Western Regional Council

General Manager
Mid-Western Regional Council
PO Box 156
Mudgee NSW 2850



Susan Schneider
Barnett St Wollar 2850

14 July 2016

Dear Sir,

I am writing to you about the Wilpinjong Voluntary Planning Agreement.

It is very upsetting that the people of Wollar will not get the expected support from Council as agreed at the meeting I attended in February. We explained to the Council that the social impacts caused by loss of community members through mine property purchase is making it harder to keep the Wollar Hall operating.

The draft Agreement, as exhibited, does not help us with this ongoing problem.

Council agreed to include an annual payment of \$15,000 towards the upkeep of community facilities in the Village. I am very disappointed that this decision has not been met in the Agreement.

The people of Wollar have assisted Council for over 25 years with the voluntary mowing of the village verges, Park, Recreation Ground, Hall Grounds and other open spaces. This gave us pride in our local community and was undertaken when necessary.

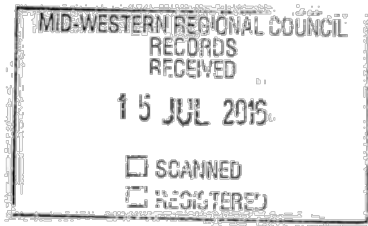
The approach by Council to come to an arrangement with Wilpinjong Mine as part of the Voluntary Planning Agreement without talking to the long term residents of Wollar is quite offensive.

Wollar community has carried most of the negative impacts of the Wilpinjong Mine and deserves better treatment from Council.

The Agreement should also include more funding towards maintaining safe roads for local people. The current state of roads in the Wollar district, with a lot of mine traffic, is very dangerous.

Yours sincerely

Susan A Schneider



Colin Faulkner
Barnett St
Wollar NSW 2850

Thurs 14 July 2016

General Manager
Mid-Western Regional Council
PO Box 156
Mudgee NSW 2850

Dear Sir

Submission to Amendments to Wilpinjong Planning Agreement

I am the Treasurer of Wollar Progress Association. I have managed the maintenance of mowing machinery and Council funds for this voluntary work for many years.

The voluntary upkeep of grounds in the Wollar village has been done by the community on behalf of Council because of our close connection and pride in the village environs.

I strongly object to Council taking this out of the hands of the Progress Association without any discussion with the locals.

We approached Council about support for the maintenance and expenses involved in keeping the Hall and Recreation Ground facilities operating. The Council meeting in February moved unanimously that this support be made available through the planning agreement with Wilpinjong.

The agreement on exhibition does not include the \$15,000 per year as supported by Council.

The deal with Wilpinjong to make the Wollar Shop toilets available to the general public is unworkable and should not be part of the Agreement. This is private property and cannot be controlled by Council.

A better solution, as raised by the Progress Association, is for the Agreement to include funding for new toilets in the Council owned Harry Harvey Park. The use of this park by passing travellers has increased and will continue to increase once the Bylong Road is sealed.

The Agreement includes the issue of the mine changing ownership. If a new owner sells the Wollar Shop then the arrangement over public access to the toilets will not be available.

The Council needs to come up with a better deal for Wollar. We have copped more impacts from Wilpinjong Mine than anywhere else in the Shire.

The Annual Payments need to be higher to fund more regular road maintenance including grading of unsealed roads in the Wollar area.

Yours faithfully,

A handwritten signature in black ink, appearing to read "Colin Faulkner". The signature is written in a cursive style and is positioned below the "Yours faithfully," text.

General Manager
Mid-Western Regional Council
PO Box 156
Mudgee 2850

'Little Tallawangra'
293 Yarrabin Road
Mudgee 2850

15 July 2016

Dear Brad,

Submission: Wilpinjong Voluntary Planning Agreement

We submit that the above proposed agreement is inadequate given Wollar's needs in the current and ongoing situation regarding Wilpinjong mine.

In particular, it cannot be guaranteed that facilities like the toilets at the shop and the open space in the village will be maintained if the mine were sold. Purpose-built public toilets in the village would be much more appropriate and accessible.

It would make sense for the council's additional \$15,000 p.a. for maintenance of public infrastructure to be included in the agreement. Even so, the annual payments will not provide the necessary funds to maintain roads, or road safety or general public needs.

The village and the people of Wollar have suffered so much from the mine over the years. They deserve better than this VPA, which as it stands, will make little positive difference to their lives.

DAVID AND CLARISSA MORT
Mudgee

Alison Shumack

From: macdougallburns <macdougallburns@bigpond.com>
Sent: Friday, 15 July 2016 10:28 AM
To: Council
Subject: Voluntary Planning Agreement - Wollar

Dear General Manager,

As a rate-paying resident of Mudgee with a concern for the whole district, I want to point out to you and Council that the encroachment on the Wollar community by the Willpinjong coal mine will not be sufficiently alleviated by the \$15,000 Council has allocated to maintain community infrastructure.

The state of the road, as someone who travels that way, is not good now and future funding will not be sufficient to maintain safety to the travelling public..

The difficulties faced by the community of Wollar already because of the operation of the mine, are severe and if Peabody, which is bankrupt, sells the mine what will be the consequences for the community.

I therefore request that Council funding for the Wollar community infrastructure be increased to the level that the community feels appropriate.

regards
Veronica Burns
77 Lewis Street
Mudgee.

This e-mail has been scanned for viruses by MCI's Internet Managed Scanning Services - powered by MessageLabs. For further information visit <http://www.mci.com> or contact Information Technology Business Unit - Mid-Western Regional Council

Submission Guide

Due Friday 15 July 4.30pm

Send to: council@midwestern.nsw.gov.au

**General Manager
Mid-Western Regional Council
PO Box 156 Mudgee 2850**

Name **TERRY BURROWS**
Address **9 ANNS AVE, LANOGS**
Date **15/7/16**



Amendments to Wilpinjong Planning Agreement

1. The draft Agreement will not help the Wollar community
2. The Council decision for an additional \$15,000 pa towards the costs of maintaining community infrastructure in Wollar should be included
3. New toilets at Harry Harvey Park should be an additional contribution in the Agreement
4. Public use of toilet facilities at Wollar Shop cannot be guaranteed if Peabody sells Wilpinjong Mine
5. The maintenance of Wollar Village open space areas by mine workers cannot be guaranteed if Peabody sells Wilpinjong Mine
6. The Annual Payments will not provide enough funding for road maintenance, improved road safety and other public needs in the district

More information is available at:

<http://www.midwestern.nsw.gov.au/council/Documents-on-Exhibition1/>

Alison Shumack

From: Tane <schmidttane@gmail.com>
Sent: Friday, 15 July 2016 3:51 PM
To: Council
Subject: Amendments to Wilpinjong Planning Agreement

15 July 2016

General Manager
Mid-Western Regional Council
PO Box 156 Mudgee 2850

Amendments to Wilpinjong Planning Agreement

1. The draft Agreement will not help the Wollarcommunity
2. The Council decision for an additional \$15,000 pa towards the costs of maintaining community infrastructure in Wollar should be included
3. New toilets at Harry Harvey Park should be an additional contribution in the Agreement
4. Public use of toilet facilities at Wollar Shop cannot be guaranteed if Peabody sells Wilpinjong Mine
5. The maintenance of Wollar Village open space areas by mine workers cannot be guaranteed if Peabody sells Wilpinjong Mine
6. The Annual Payments will not provide enough funding for road maintenance, improved road safety and other public needs in the district

Tane Schmidt
Inana Ringwood Rd
Wollar NSW 2850

This e-mail has been scanned for viruses by MCI's Internet Managed Scanning Services - powered by MessageLabs. For further information visit <http://www.mci.com> or contact Information Technology Business Unit - Mid-Western Regional Council

Alison Shumack

From: Chris Pavich <chrispav@winsoft.net.au>
Sent: Thursday, 14 July 2016 10:15 AM
To: Council
Cc: Chris Pavich
Subject: Amendments to Wilpinjong Planning Agreement - Chris Pavich submission

General Manager
Mid-Western Regional Council
PO Box 156 Mudgee 2850

Chris Pavich
16 Carolina Crescent
MUDGEES NSW 2850

14 July 2016

Re: Amendments to Wilpinjong Planning Agreement

I ask that the following points be considered before finalisation of this VPA:

1. The draft Agreement will not help the Wollar community
2. The Council decision for an additional \$15,000 pa towards the costs of maintaining community infrastructure in Wollar should be included
3. New toilets at Harry Harvey Park should be an additional contribution in the Agreement
4. Public use of toilet facilities at Wollar Shop cannot be guaranteed if Peabody sells Wilpinjong Mine
5. The maintenance of Wollar Village open space areas by mine workers cannot be guaranteed if Peabody sells Wilpinjong Mine
6. The Annual Payments will not provide enough funding for road maintenance, improved road safety and other public needs in the district

Yours Sincerely
Chris Pavich

Chris Pavich / 16 Carolina Crescent, MUDGEES NSW 2850
Phone: 02 6372 6906 (H) / Mobile (only used when away from home): 0428 726 906
chrispav@winsoft.net.au

This e-mail has been scanned for viruses by MCI's Internet Managed Scanning Services - powered by MessageLabs. For further information visit <http://www.mci.com> or contact Information Technology Business Unit - Mid-Western Regional Council

Alison Shumack

From: Alison Smiles <smilesalison@gmail.com>
Sent: Thursday, 14 July 2016 10:49 PM
To: Council
Subject: Wilpinjong Voluntary Payment Agreement
Attachments: Submission Guide.docx; Submission Guide.docx

General Manager
Mid-Western Regional Council
PO Box 156 Mudgee2850

14 July 2016

Amendments to Wilpinjong Planning Agreement

1. The draft Agreement will not help the Wollar community.
The current funding offered annually to the the Wollar community by wilpinjong is to an adequately funded government body.
2. The Council decision for an additional \$15,000 pa towards the costs of maintaining community infrastructure in Wollar should be included. There is a recreational ground unable to be used for fundraising events because there is no funding for up keep of facilities. That was previously raised by a large community.
3. New toilets at Harry Harvey Park should be an additional contribution in the Agreement
Amendments to Wilpinjong Planning Agreement.
4. Public use of toilet facilities at Wollar Shop cannot be guaranteed if Peabody sells Wilpinjong Mine
5. The Annual Payments will not provide enough funding for road maintenance, improved road safety and other public needs in the district.

Alison Smiles
Inana Ringwood rd
Wollar NSW 2850

Sent from my iPad

Alison Shumack

From: Rod Pryor <seapryor@yahoo.com.au>
Sent: Friday, 15 July 2016 3:31 PM
To: Council
Subject: Wilpinjong expansion

As Wollar is the most directly affected by the mine I think it deserves priority in funding for any infrastructure.

I am not a supporter of this expansion and don't believe it is in any way in the interest of our community .

I also believe that wilpinjong's contribution of funds for roadworks is inadequate and payment in lieu ie: gravel is ridiculous.

I am also worried that at the end of the mines life, like many others recently it will be sold for a penny and the community will be left with nothing .

I cannot state my objection more strongly .

Rod Pryor

This e-mail has been scanned for viruses by MCI's Internet Managed Scanning Services - powered by MessageLabs. For further information visit <http://www.mci.com> or contact Information Technology Business Unit - Mid-Western Regional Council

Placeholder for Attachment 1
End of Term Report 2016
End of Term Report 2016
0 Pages

Placeholder for Attachment 1
Quarterly Budget Review June 2016
Quarterly Budget Review June 2016
0 Pages