

# Le Fevre & Co.

## Solicitors & Attorneys

Incorporating Thompson and Le Fevre. Est. 1907

Our Ref: TJL:27473

21 February, 2013

Lithgow City Council

Scanned

25 FEB 2013

The General Manager  
Lithgow City Council  
Council Chambers  
PO Box 19  
LITHGOW NSW 2790

Doc. No.....  
GDA Ref.....  
Years.....

**Attn: Mr. Iain Stewart**

Dear Sir,

**Re: LITHGOW CITY COUNCIL  
- LICENCE AGREEMENT WITH DELTA ELECTRICITY  
- DELTA PARK SOCCER FIELD**

We note that you provided us with copies of the existing Licence Agreement between Delta Electricity and Lithgow City Rangers Soccer Club Inc. dated 6<sup>th</sup> May, 1998, together with a draft Licence Agreement proposed by Delta Electricity between Delta Electricity, Lithgow City Rangers Soccer Club Inc., and Lithgow City Council.

The existing agreement was for an initial term of twelve months from 1<sup>st</sup> March, 1998, thereafter to continue as a periodic agreement, terminable by three months' written notice from either party. The existing agreement is therefore continuing under this arrangement to the present time.

Apparently, Delta has in mind that the ongoing use of the soccer field for the benefit of the soccer club and the community may be at risk when Delta Electricity is either privatised or its assets sold. We understand that the present State Government is proposing to undertake such a process in the near future.

The proposed new agreement is for a term of five years, and provides in Clause 7.5 that in an Event of Default, or an Insolvency Event, as defined in the agreement, Delta may give Council written notice of same and on the seventh day after the date of such notice, Council will be deemed to have entered into an Agreement to Licence in respect of the land for the balance of the term, upon the same terms and conditions as are contained in the Licence Agreement. Council would have no choice but to become a party to the agreement, and would be bound by the terms and conditions thereof. In this regard, Council should carefully note the provisions of Clauses 4.1 and 4.2, Clause 5.1 and 5.2, and Clause 6.1 and 6.2 and Clause 9.

*Principal: Allan J. Lindsay*

**City Chambers**

**108 Main Street, Lithgow NSW 2790**

**P.O. Box 67, Lithgow NSW 2790**

**DX 3151 Lithgow**

**ABN: 27 759 019 416**

**Telephone: (02) 6352 2699 Facsimile: (02) 6352 1351**

**Email: [info@lefevreco.com.au](mailto:info@lefevreco.com.au)**

**Hours: 9a.m. to 5 p.m. Monday to Friday**

*Consultant: Tim Le Fevre*

If Council wishes to be in a position to choose whether or not it will become a party to the agreement, perhaps it could be re-framed to the effect that upon receipt of notice from Delta, Council could either agree to enter into the Licence Agreement or not.

Could you please advise whether Council is prepared to enter into the agreement having regard to our comments above. Should you wish to discuss the proposed document, or suggest changes, please contact the writer. We presume that you have retained copies of the existing and proposed agreements, but if not please advise and we will provide same to you.

Yours faithfully,  
LE FEVRE & CO.

Per:   
T.J. Le Fevre