



AGENDA

INFRASTRUCTURE, PLANNING AND ENVIRONMENT COMMITTEE

9 NOVEMBER 2023

MEMBERSHIP: Councillors J Black, L Burns, S Chowdhury, M Dickerson, V Etheridge, J Gough, R Ivey, D Mahon, P Wells and M Wright.

The meeting is scheduled to commence at 5.30 pm.

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IPEC23/50 ACKNOWLEDGEMENT OF COUNTRY (ID23/2615)	
IPEC23/51 LEAVE OF ABSENCE (ID23/2616)	
IPEC23/52 CONFLICTS OF INTEREST (ID23/2617) In accordance with their Oath/Affirmation under the Act, and Council's Code of Conduct, Councillors must disclose the nature of any pecuniary or non-pecuniary interest which may arise during the meeting, and manage such interests accordingly.	
IPEC23/53 NEW DUBBO BRIDGE UPDATE (ID23/2378) The Committee had before it the report dated 17 October 2023 from the Director Infrastructure regarding New Dubbo Bridge Update.	2
IPEC23/54 BUILDING SUMMARY - OCTOBER 2023 (ID23/2503) The Committee had before it the report dated 31 October 2023 from the Director Development and Environment regarding Building Summary - October 2023.	9
IPEC23/55 DRAFT HOLCIM QUARRY PLANNING AGREEMENT - RESULTS OF PUBLIC EXHIBITION (ID23/2463) The Committee had before it the report dated 26 October 2023 from the Graduate Growth Planner regarding Draft HOLCIM Quarry Planning Agreement - Results of Public Exhibition.	23



REPORT: New Dubbo Bridge Update

DIVISION: Infrastructure
REPORT DATE: 17 October 2023
TRIM REFERENCE: ID23/2378

EXECUTIVE SUMMARY

Purpose	Seek endorsement	Provide review or update
Issue	<ul style="list-style-type: none"> Provide an update on matters associated with the new Dubbo Bridge. 	
Reasoning	<ul style="list-style-type: none"> Transport for NSW (TfNSW) have approached Council in relation to the reclassification of Bourke Street as part of the new Dubbo Bridge project and has also offered to undertake the consultation process for the naming of the new bridge. The reclassification is able to be undertaken under the Roads Act 1993. 	
Financial Implications	Budget Area	N/A
	Funding Source	Reclassification: Regional Roads Maintenance Renaming: Staff time from relevant sections.
	Proposed Cost	Reclassification: Nil Bridge naming: \$10,000 of staff time
	Ongoing Costs	Reclassification: \$7,700 per annum from the Regional Roads Block Grant allocation Bridge naming: Nil
Policy Implications	Policy Title	There are no policy implications arising from this report.
	Impact on Policy	N/A
Consultation	Councillors	Face to face workshop undertaken by TfNSW on these two matters.

STRATEGIC DIRECTION

The Towards 2040 Community Strategic Plan is a vision for the development of the region out to the year 2040. The Plan includes six principle themes and a number of objectives and strategies. This report is aligned to:

Theme: 2 Infrastructure

CSP Objective: 2.1 The road transportation network is safe, convenient and efficient

Delivery Program Strategy: 2.1.2 The road network meets the needs of the community in terms of traffic capacity, functionality and economic and social connectivity

Theme:	2 Infrastructure
CSP Objective:	2.1 The road transportation network is safe, convenient and efficient
Delivery Program Strategy:	2.1.3 Additional flood-free road access over the Macquarie River at Dubbo is provided

RECOMMENDATION

- 1. That Council endorse the reclassification of Bourke Street from River Street to Erskine Street, from a State road to a Regional road, following the completion of the bridge and associated works; and the acceptable condition of the road prior to the formalisation of the reclassification.**
- 2. That Council partner with Transport for NSW on the consultation process for the naming of the new bridge as detailed in the report.**

Luke Ryan
Director Infrastructure

LR
Director Infrastructure

BACKGROUND

Previous Resolutions of Council

<p>24 March 2022 CCL22/72</p>	<ol style="list-style-type: none">1. That Council acknowledges that the Transport for NSW (TfNSW) New Dubbo Bridge project will be delivered and that Council does not have legislative or regulatory powers to prevent the project from being delivered.2. That Council has sought, and will continue to seek, improvements in infrastructure that is directly impacted by the New Dubbo Bridge Project and its associated road approaches.3. That Council notes the urban connectivity benefits provided by the New Dubbo Bridge Project, particularly for future urban expansion and employment zones within the North Western Urban Release Area.4. That Council note that the proposed construction of the New Dubbo Bridge, and specifically the realigned section of the Newell Highway, between the proposed western abutment of the bridge and the northern edge of the existing Whylandra Street and Thompson Street intersection, being undertaken by TfNSW, does not currently allow for the further extension of River Street to the west, or 'The Riverside Boulevard' to the north, by way of an intersection, as proposed within Council's adopted <i>Dubbo Transportation Strategy 2020</i>, prepared by Stapleton Transportation and Planning Pty Ltd (attached as Appendix 1).5. That Council continue to negotiate with TfNSW and work towards a solution that allows for River Street to be extended further to the west, and 'The Riverside Boulevard' further to the north, by way of an intersection arrangement that allows for all directions of traffic movement, with the proposed realignment of the Newell Highway, to be constructed as part of the New Dubbo Bridge Project and in accordance with the adopted <i>Dubbo Transportation Strategy 2020</i>, prepared by Stapleton Transportation and Planning Pty Ltd (attached as Appendix 1). Council notes that such an intersection arrangement is critical for the future connectivity of the North Western Urban Release Area with greater Dubbo.6. That Council continue to work with TfNSW to obtain grant funding for a shared pathway bridge across the Macquarie River, north of the Serisier Bridge.
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Currently the Golden Highway ends at the Newell Highway (Bourke Street). In the vicinity of the New Dubbo Bridge from River Street, the Newell Highway continues along Bourke Street and then along Erskine Street in a westerly direction.

Figure 1 below shows the current highway locations with A39 being the Newell Highway and B84 being the Golden Highway:

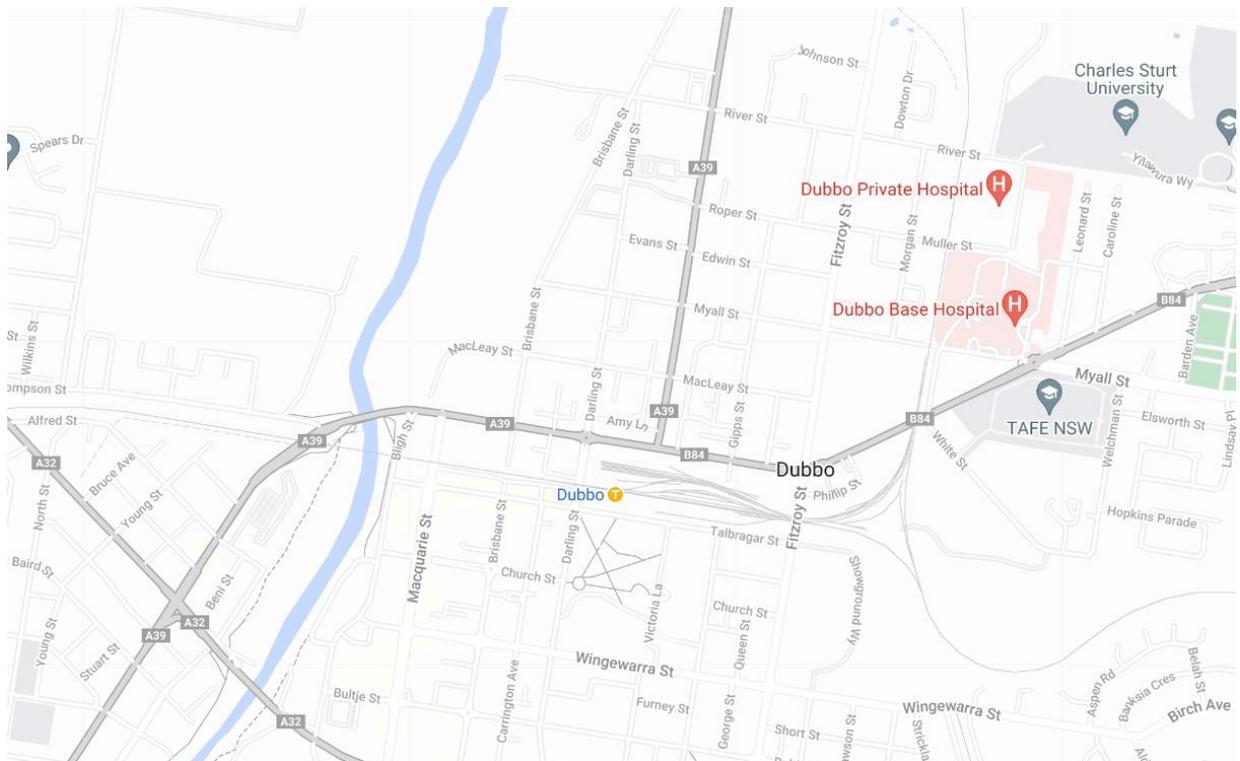


Figure 1: Current Highway Alignments (source TfNSW)

With the construction of the New Dubbo Bridge and associated roadworks, there are some proposed changes to the naming and location of the State road, and in particular the Newell Highway and the Golden Highway. These changes will alter the current highway locations and possible road classification of Bourke Street, between River and Erskine streets. The extent of the Mitchell Highway is unaffected by the New Dubbo Bridge and associated road works.

The New Dubbo Bridge is currently not named and an offer has been made by Transport for NSW (TfNSW) to undertake a consultation process, in collaboration with Council, on the naming of the New Dubbo Bridge.

This report provides an update on these two items.

REPORT

There are two topics for this report that include road reclassifications and the naming of the New Dubbo Bridge.

Road Reclassification

With the new alignment of the Newell Highway as part of the New Dubbo Bridge project, there are proposed changes to the naming of the highways at the intersection of the new section of the Newell Highway and the Golden Highway. Based on the new road alignment of the highways, the following are proposed by TfNSW:

- Golden Highway is extended to Thompson Street and includes the management of the Emile Serisier Bridge over the Macquarie River.
- Part of the Newell Highway will be the newly constructed road from River Street to Thompson Street.
- The section of Bourke Street (Newell Highway) from River Street to Erskine Street (Golden Highway) is proposed to be reclassified as a Regional road.

The changes described above are showing in Figure 2 below:

The section of Bourke Street mentioned above will then be the responsibility of Council. This will have the same status as Thompson Street with funding available through the Block Grant funding.

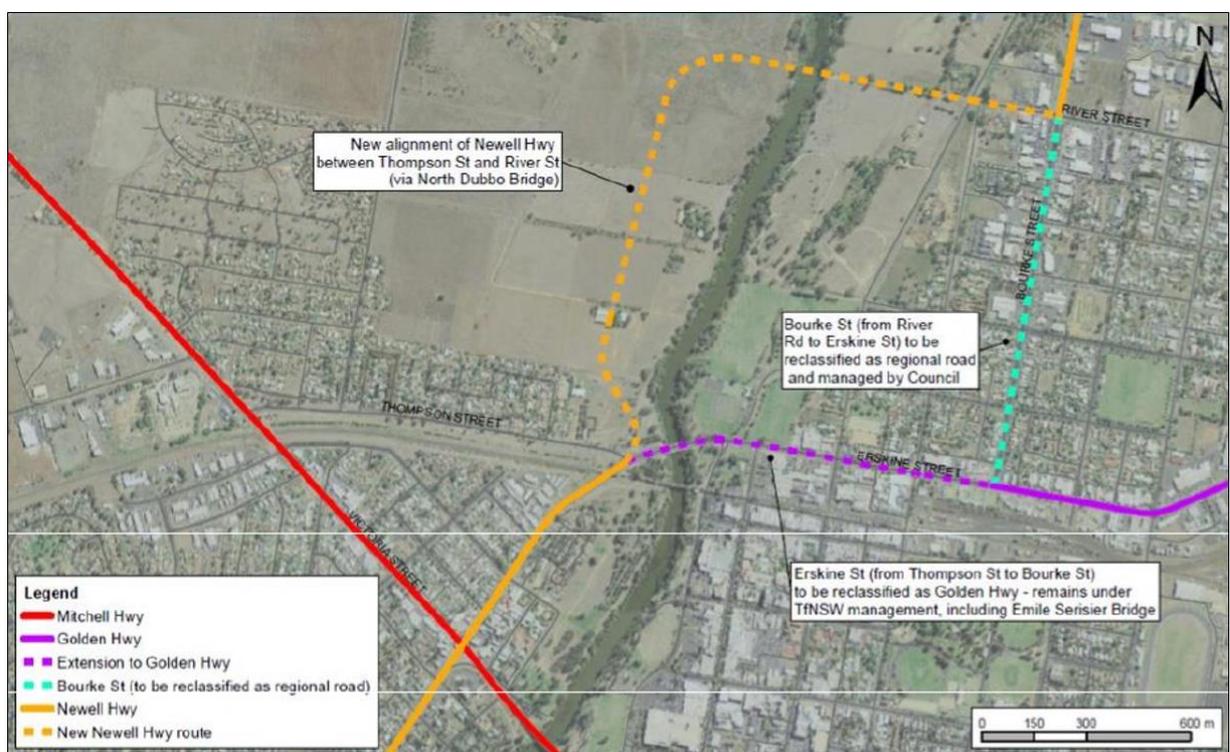


Figure 2: New Highway Alignments and Naming (source TfNSW)

The proposal to reclassify the section of Bourke Street, between River Street and Erskine Street, will add an approximate 1.08 km of road to the Dubbo Regional Council road network. With this section of Bourke Street proposed to be reclassified as Regional road, the maintenance of this will be the responsibility of Council.

Council receives financial assistance from TfNSW under the Block Grant. For the 2023/2024 financial year, Council received \$1,869,000 as part of the Road Block Grant and the Supplementary Block Grant to cover the Regional road network of 242.5 km. Based on these figures, there is an approximate allocation of \$7,700 per kilometre of Regional road which is the basis of the financial impacts.

Naming of the New Dubbo Bridge

The Geographical Names Board of NSW (GNB) does not name bridges, however the GNB encourages the naming of bridges to follow the Place Naming Policy published by the GNB. A copy of the policy can be accessed from the link below:

[Geographical Names Board of NSW Place Naming Policy](#)

In line with the policy, local government initiate the naming of bridges, other than on a freeway, and TfNSW approve these proposals. TfNSW consider the following in approving the name of a bridge:

- The name has wide community support
- An Aboriginal name has the support of local Aboriginal groups
- Consideration has been given to National and State commemorative initiatives involving the naming of new of key road infrastructure
- The name is consistent with GNB place name criteria
- The design of the name plaque accords with TfNSW requirements.

A request has been received for TfNSW to partner with Council on the naming of the New Dubbo Bridge.

TfNSW is offering to assist by undertaking community consultation, as part of our broader community and stakeholder engagement plan, to collate naming suggestions from the Dubbo community with a community consultation plan to be developed in conjunction with Council to ensure an aligned consultation approach with the community and key stakeholders.

Once the community consultation phase has closed, TfNSW proposes to submit all name suggestions to Council for consideration. Council would then review the name suggestions against the naming criteria and recommend a name for the bridge to TfNSW.

TfNSW would then review the recommended name against the guidelines for the determination for place names. If the recommended name meets the criteria and it complies with TfNSW's signage standards the name would be approved.



Figure 3: Proposed Bridge Naming Process (source TfNSW)

It is recommended that Council partner with TfNSW on the bridge naming process noting that the proposed name would be nominated by Council.

Consultation

- 29 June 2023: Councillor workshop facilitated by TfNSW on road reclassification and bridge naming as an update on the project and to provide information on an upcoming decision in relation to these items.

Resourcing Implications

- With an additional 1.08 km of road in the Regional road network, there will be ongoing maintenance and treatment required on this section of road. It is estimated that \$7,700 will be required annually for maintenance works. Works on this section of road are currently funded by TfNSW under the Roads Maintenance Council Contract where Council undertakes works for TfNSW on parts of the State road network.
- The bridge naming will require Council resources in the form of staff time and is estimated to be in the order of \$10,000.

Total Financial Implications	Current year (\$)	Current year + 1 (\$)	Current year + 2 (\$)	Current year + 3 (\$)	Current year + 4 (\$)	Ongoing (\$)
a. Operating revenue	0	7,700	7,700	7,700	7,700	7,700
b. Operating expenses	10,000	7,700	7,700	7,700	7,700	7,700
c. Operating budget impact (a – b)	-10,000	0	0	0	0	0
d. Capital Expenditure	0	0	0	0	0	0
e. Total net impact (c – d)	-10,000	0	0	0	0	0
Does the proposal require ongoing funding?	Yes					
What is the source of this funding?	Regional Road Block Grant					

Table 1. Ongoing Financial Implications

Planned Communications

- A communication plan will be developed by TfNSW in consultation with Council staff.

Next Steps

- Advice to TfNSW that Council agrees with the reclassification and TfNSW will undertake the necessary changes
- Advice to TfNSW that Council is favourable of TfNSW to undertake the community consultation for the naming of the new bridge and be included in the consultation process.



DUBBO REGIONAL
COUNCIL

REPORT: Building Summary - October 2023

DIVISION: Development and Environment
REPORT DATE: 31 October 2023
TRIM REFERENCE: ID23/2503

EXECUTIVE SUMMARY

Purpose	Provide review and update	
Issue	<ul style="list-style-type: none"> Statistical overview of the number and type of development approvals for the Dubbo Regional Local Government Area (LGA) for the Financial Year 2023/2024. The 'total number of dwellings' approved in October was 39, including 12 single dwellings and 27 'other' dwellings. The total value of development applications determined in October was approximately \$15.6M, compared with \$17.5M for the same period last year. The volume of development applications approved for the financial year to date is 222, compared to 296 for the same period last year. The value of development applications approved for the financial year to date compared to the same period last year is up over \$10.4M. The month of October included approval of: <ul style="list-style-type: none"> D2022-619 Multi-dwelling housing (25 units), 144 Warne Street, Wellington, valued at \$2.975M. D2023-344 School (alterations and additions), 102R Bunglegumbie Road, Dubbo, valued at \$1.68M. 	
Reasoning	<ul style="list-style-type: none"> Provide data relating to approved Development Applications. Provide specific statistics of the number of dwellings and other residential development approved. Provide comparative data for corresponding period. 	
Financial Implications	Budget Area	There are no financial implications arising from this report.
Policy Implications	Policy Title	There are no policy implications arising from this report.

STRATEGIC DIRECTION

The Towards 2040 Community Strategic Plan is a vision for the development of the region out to the year 2040. The Plan includes six principle themes and a number of objectives and strategies. This report is aligned to:

Theme: 1 Housing
CSP Objective: 1.1 Housing meets the current and future needs of our community
Delivery Program Strategy: 1.1.1 A variety of housing types and densities are located close to appropriate services and facilities

Theme: 3 Economy
CSP Objective: 3.3 A strategic framework is in place to maximise the realisation of economic development opportunities for the region
Delivery Program Strategy: 3.3.1 Land is suitably zoned, sized and located to facilitate a variety of development and employment generating activities

RECOMMENDATION

That the report of the Director Development and Environment, dated 31 October 2023, be noted.

Stephen Wallace
Director Development and Environment

SW
Director Development and Environment

REPORT

Consultation

DRC’s Statutory Planning and Building and Development Certification staff assess Development Applications in accordance with Section 4.15 of the *Environmental Planning and Assessment Act 1979* and consult in accordance with Council’s adopted Community Participation Plan.

Resourcing Implications

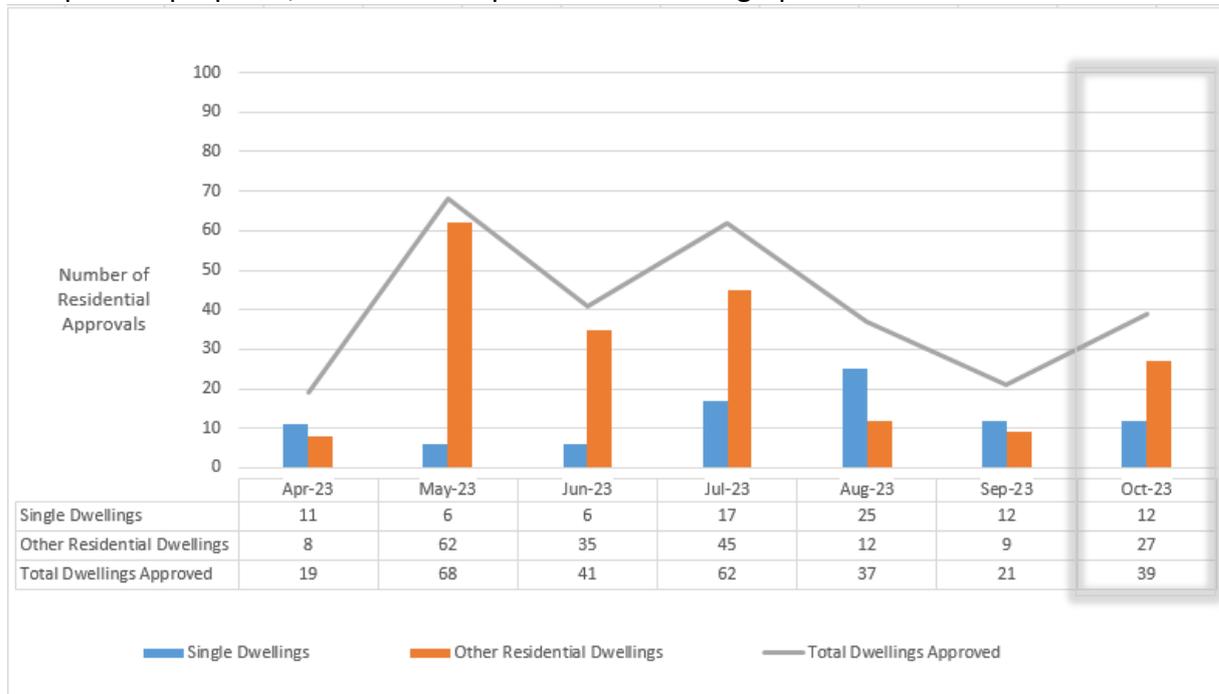
Council employ staff to receipt, lodge, assess, determine and monitor compliance of the determinations referred to in this report.

Building Summary

Provided, for information, are the latest statistics (as at the time of production of this report) for development and complying development approvals for Dubbo Regional Council.

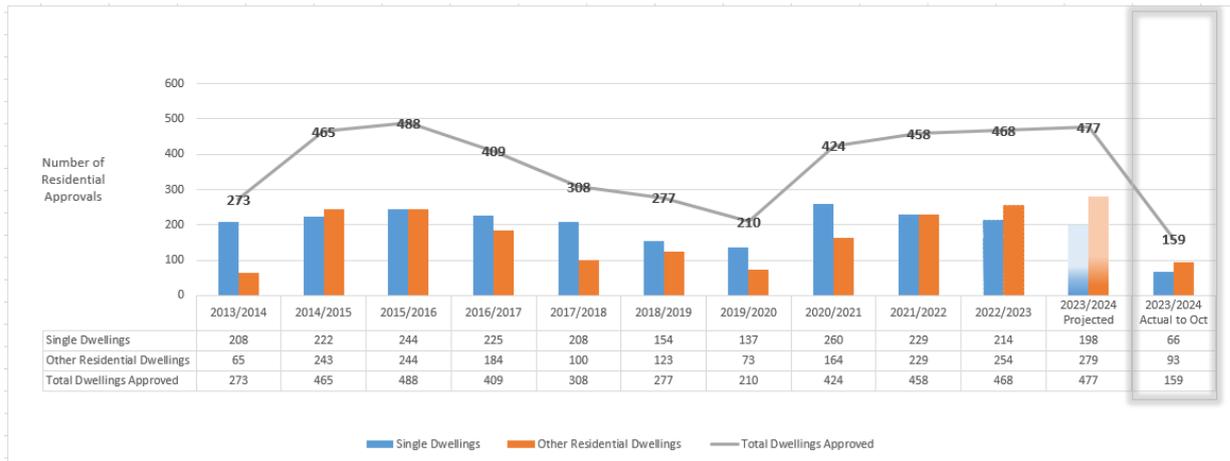
Residential Building Summary

Dwellings and other residential developments approved during October 2023, and for comparison purposes, the six month prior are shown in graph 1.



Graph 1: Residential Approvals Summary – April 2023 to October 2023

A summary of residential approvals for financial years from 2013-2014 are shown in graph 2. The graph also includes both an actual and a projected figure for the financial year to date.



Graph 2: Residential Approvals Summary – Comparative Financial Years

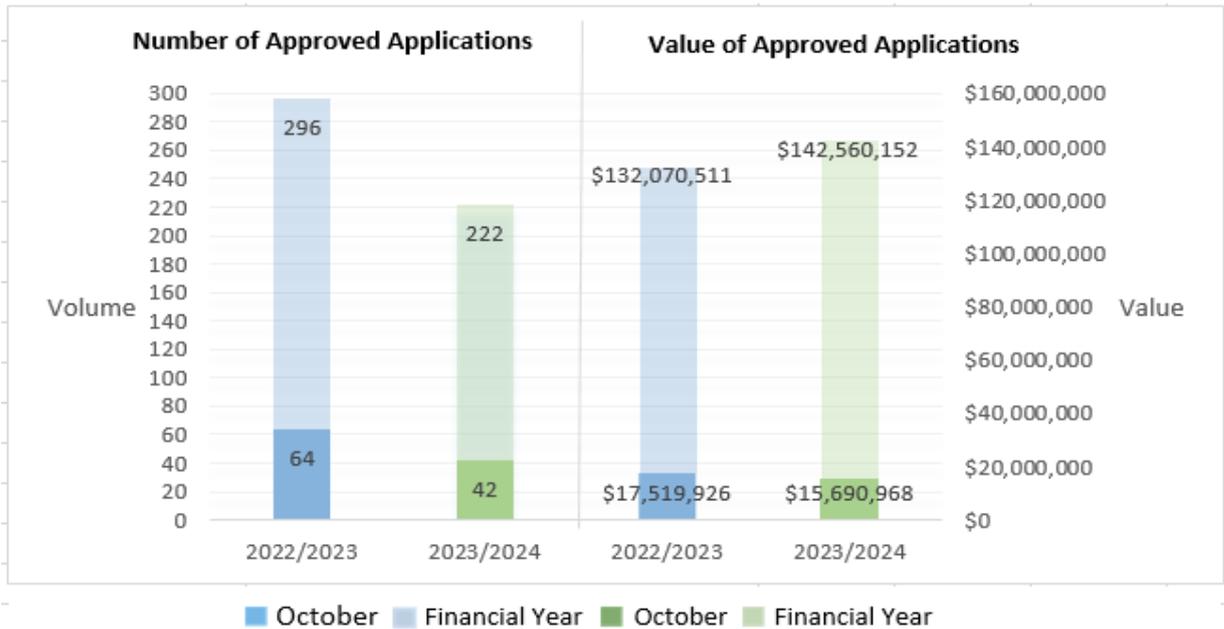
For consistency with land use definitions included in the Local Environmental Plan (LEP), residential development has been separated into ‘Single Dwellings’ (defined in the LEP as ‘dwelling house’) and ‘Other residential development’ (comprising ‘dual occupancies’, ‘secondary dwellings’, ‘multi dwelling housing’, ‘seniors housing’, ‘shop top housing’ and ‘residential flat buildings’).

These figures include development applications approved by private certifying authorities (in the form of Complying Development Certificates).

A numerical summary of residential approvals for the former Dubbo City Council area since 2013/2014 is included in **Appendix 1**. However, it should be noted that the figures from July 2017 onwards include the approvals within the former Wellington Local Government Area as a consequence of the commencement of the merged application system.

Approved Development Applications

The total number of approved Development Applications (including Complying Development Certificates) for October 2023, and a comparison with figures 12 months prior and the total for the respective financial years to date, are as follows:



A summary breakdown of the figures is included in **Appendices 2-5**.

Online Application Tracking

All development applications, construction certificates and complying development certificates are tracked online and can be accessed at any time. A link is available on Councillor iPads for assistance (<https://planning.dubbo.nsw.gov.au/Home/Disclaimer>).

What information is available:

- All development applications, construction certificates and complying development certificates submitted from 1 November 2015 will provide access to submitted plans and supporting documents as well as tracking details of the progress of the application.
- More limited information is provided for applications submitted from 1 January 2001 to 31 October 2015.
- Occupation certificates (where issued) are provided from 2010.

What information is not available:

- Application forms.
- Documentation associated with privately certified applications.
- Internal assessment reports.

The information included in this report is provided for notation.

APPENDICES:

- 1 [Building Summary - October 2023](#)
- 2 [Approved Applications - 1 October 2023 to 31 October 2023](#)

- 3 [↓](#) Approved Applications - 1 October 2022 to 31 October 2022
- 4 [↓](#) Approved Applications - 1 July 2023 to 31 October 2023
- 5 [↓](#) Approved Applications - 1 July 2022 to 31 October 2022

STATISTICAL INFORMATION ON SINGLE DWELLINGS AND OTHER RESIDENTIAL DEVELOPMENTS

	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
2013/2014													
Single Dwellings	23	17	25	20	14	15	19	10	18	14	19	14	208
Other Residential Developments	0	1	1	0	0	1	4	2	1	2	0	3	15
(No of units)	0	2	2	0	0	2	46	1	2	4	0	6	65
2014/2015													
Single Dwellings	19	34	19	21	13	16	14	12	20	19	15	20	222
Other Residential Developments	3	1	6	5	6	12	0	4	2	1	9	5	54
(No of units)	6	2	31	50	6	21	0	87	4	1	25	10	243
2015/2016													
Single Dwellings	27	20	26	19	21	26	19	14	16	17	17	22	244
Other Residential Developments	6	8	8	4	1	3	3	3	3	5	3	8	55
(No of units)	50	98	12	7	2	5	18	4	5	14	6	23	244
2016/2017													
Single Dwellings	24	13	17	18	12	21	16	18	18	14	18	36	225
Other Residential Developments	8	5	7	4	6	5	3	2	1	5	4	7	57
(No of units)	10	10	13	7	10	16	6	75	2	8	13	14	184
2017/2018													
Single Dwellings	26	21	13	12	16	19	4	22	16	21	22	16	208
Other Residential Developments	6	9	2	1	9	1	5	5	11	1	3	5	58
(No of units)	11	16	3	2	16	2	8	5	23	2	3	9	100
2018/2019													
Single Dwellings	15	26	13	7	17	8	19	5	8	11	19	6	154
Other Residential Developments	3	4	3	0	6	2	2	1	5	7	9	5	47
(No of units)	4	7	5	0	11	29	4	1	12	25	15	10	123
2019/2020													
Single Dwellings	16	11	8	18	27	14	4	5	10	8	8	8	137
Other Residential Developments	4	4	3	4	11	6	1	4	2	1	1	1	42
(No of units)	8	7	6	7	19	10	2	7	2	2	2	1	73

	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
2020/2021													
Single Dwellings	7	17	21	12	20	46	18	25	30	27	17	20	260
Other Residential Developments	5	2	5	6	3	15	2	6	5	5	7	9	70
(No of units)	7	4	11	10	4	35	5	10	8	9	47	14	164
2021/2022													
Single Dwellings	31	17	17	13	16	40	9	17	23	14	19	13	229
Other Residential Developments	9	7	3	4	5	8	9	9	7		3	4	68
(No of units)	84	63	5	6	13	12	12	16	9		4	5	229
2022/2023													
Single Dwellings	15	32	46	8	28	13	19	15	15	11	6	6	214
Other Residential Developments	4	3	3	4	9	4	7	13	2	6	5	4	64
(No of units)	7	3	5	6	84	8	14	19	3	8	62	35	254
2023/2024													
Single Dwellings	17	25	12	12									66
Other Residential Developments	5	7	5	2									19
(No of units)	45	12	9	27									93

Note 1. Single Dwellings = Single 'Dwelling House'

Note 2. Other Residential Developments = Dual occupancies, secondary dwellings, multi dwelling housing, seniors housing, shop top housing and residential flat buildings



Approved Development and Complying Development Applications by Dubbo Regional Council and Private Certifiers - Period 1/10/2023 - 31/10/2023

Development Type	Number Of Applications	Estimate \$	Developments	Estimate \$	Additions And Alterations	Estimate \$	New Dwellings	New Lots
Alterations and additions to commercial	1	40,000	0	0	1	40,000	0	0
Alterations and additions to residential	2	205,621	0	0	2	205,621	0	0
Ancillary Structures	2	297,200	2	297,200	0	0	0	0
Balconies, decks patios terraces or verandah	2	79,437	2	79,437	0	0	0	0
Business Premises	2	1,386,194	2	1,386,194	0	0	0	0
Demolition	1	0	1	0	0	0	0	0
Dual Occupancy	1	840,000	1	840,000	0	0	2	2
Dwelling House	12	7,042,397	12	7,042,397	0	0	12	0
Educational establishment	1	1,680,000	1	1,680,000	0	0	0	0
Garages carports and car parking spaces	2	92,750	2	92,750	0	0	0	0
Health services facilities	1	0	1	0	0	0	0	0
Industrial Development	1	20,000	1	20,000	0	0	0	0
Multi-dwelling housing	1	2,975,000	1	2,975,000	0	0	25	0
Pools / decks / fencing	7	326,633	7	326,633	0	0	0	0
Shed	7	295,737	7	295,737	0	0	0	0
Signage	1	0	1	0	0	0	0	0
Subdivision - Torrens	1	0	1	0	0	0	0	0
Subdivision of land	1	0	1	0	0	0	0	25
Take-away food and drink premises	1	9,999	1	9,999	0	0	0	0
Telecommunications and communication facility	1	400,000	1	400,000	0	0	0	0
Total Value		15,690,968						

Total Number of Applications for this period: 42



Approved Development and Complying Development Applications by Dubbo Regional Council and Private
Certifiers - Period 1/10/2022 - 31/10/2022

Development Type	Number Of Applications	Estimate \$	Developments	Estimate \$	Additions And Alterations	Estimate \$	New Dwellings	New Lots
	1	878,000	0	0	0	0	0	0
Alterations and additions to commercial	1	100,000	0	0	1	100,000	0	0
Alterations and additions to residential	5	486,597	0	0	5	486,597	0	0
Balconies, decks patios terraces or verandah	6	290,755	6	290,755	0	0	0	0
Change of Use	1	0	1	0	0	0	0	0
Demolition	2	13,000	2	13,000	0	0	0	0
Dual Occupancy	2	1,443,010	2	1,443,010	0	0	4	0
Dwelling House	8	3,423,228	8	3,423,228	0	0	8	0
Earthworks / change in levels	2	68,640	2	68,640	0	0	0	0
Educational establishment	4	8,401,000	4	8,401,000	0	0	0	0
Food and drink premises	1	32,500	1	32,500	0	0	0	0
Garages carports and car parking spaces	2	131,400	2	131,400	0	0	0	0
Industrial Development	1	315,800	1	315,800	0	0	0	0
Other	1	153,823	1	153,823	0	0	0	0
Pools / decks / fencing	13	575,021	13	575,021	0	0	0	0
Retail Premises	2	408,311	2	408,311	0	0	0	0
Retaining walls, protection of trees	1	0	1	0	0	0	0	0
Secondary Dwelling	2	200,000	2	200,000	0	0	2	0
Shed	11	498,291	11	498,291	0	0	0	0
Signage	2	35,550	2	35,550	0	0	0	0
Subdivision of land	4	65,000	4	65,000	0	0	0	8
Total Value		17,519,926						

Total Number of Applications for this period: 64



Approved Development and Complying Development Applications by Dubbo Regional Council and Private
Certifiers - Period 1/7/2023 - 31/10/2023

Development Type	Number Of Applications	Estimate \$	Developments	Estimate \$	Additions And Alterations	Estimate \$	New Dwellings	New Lots
Alterations and additions to commercial	7	5,817,878	0	0	7	5,817,878	0	0
Alterations and additions to industrial	1	145,000	0	0	1	145,000	0	0
Alterations and additions to residential	15	1,924,729	0	0	15	1,924,729	0	0
Ancillary Structures	2	297,200	2	297,200	0	0	0	0
Balconies, decks patios terraces or verandah	10	253,162	10	253,162	0	0	0	0
Business Premises	3	1,386,194	3	1,386,194	0	0	0	0
Change of Use	4	50,000	4	50,000	0	0	0	0
Demolition	3	0	3	0	0	0	0	0
Dual Occupancy	9	6,547,806	9	6,547,806	0	0	19	5
Dwelling House	66	34,752,260	66	34,752,260	0	0	66	0
Earthworks / change in levels	1	440,000	1	440,000	0	0	0	0
Educational establishment	1	1,680,000	1	1,680,000	0	0	0	0
Garages carports and car parking spaces	11	220,966	11	220,966	0	0	0	0
Health services facilities	2	878,000	2	878,000	0	0	0	0
Industrial Development	6	8,919,284	6	8,919,284	0	0	0	0
Mixed use development	1	65,265,000	1	65,265,000	0	0	41	0
Multi-dwelling housing	1	2,975,000	1	2,975,000	0	0	25	0
Other	2	1,685,000	2	1,685,000	0	0	0	0
Pools / decks / fencing	36	1,686,874	36	1,686,874	0	0	0	0
Restaurant or cafe	1	60,000	1	60,000	0	0	0	0
Retail Premises	2	2,011,322	2	2,011,322	0	0	0	0
Retaining walls, protection of trees	1	0	1	0	0	0	0	0
Secondary Dwelling	8	1,615,100	8	1,615,100	0	0	8	0
Shed	37	1,033,175	37	1,033,175	0	0	0	0
Signage	4	244,553	4	244,553	0	0	0	0
Stratum / community title subdivision	1	0	1	0	0	0	0	3
Subdivision - Torrens	1	0	1	0	0	0	0	0
Subdivision of land	18	1,918,650	18	1,918,650	0	0	0	92
Take-away food and drink premises	1	9,999	1	9,999	0	0	0	0

APPENDIX NO: 4 - APPROVED APPLICATIONS - 1 JULY 2023 TO 31 OCTOBER						ITEM NO: IPEC23/54		
Telecommunications and communication facility	3	743,000	3	743,000	0	0	0	0
Total Value		142,560,152						

Total Number of Applications for this period: 222



Approved Development and Complying Development Applications by Dubbo Regional Council and Private
Certifiers - Period 1/7/2022 - 31/10/2022

Development Type	Number Of Applications	Estimate \$	Developments	Estimate \$	Additions And Alterations	Estimate \$	New Dwellings	New Lots
	2	958,000	0	0	0	0	0	0
Alterations and additions to commercial	7	2,641,029	0	0	7	2,641,029	0	0
Alterations and additions to industrial	1	300,000	0	0	1	300,000	0	0
Alterations and additions to residential	25	3,668,471	0	0	25	3,668,471	1	0
Balconies, decks patios terraces or verandah	17	535,439	17	535,439	0	0	0	0
Centre based childcare	3	6,727,991	3	6,727,991	0	0	0	0
Change of Use	2	5,000	2	5,000	0	0	0	0
Demolition	8	991,257	8	991,257	0	0	0	0
Dual Occupancy	6	3,348,010	6	3,348,010	0	0	11	0
Dwelling House	101	43,605,428	101	43,605,428	0	0	101	0
Earthworks / change in levels	5	171,600	5	171,600	0	0	0	0
Educational establishment	5	8,949,903	5	8,949,903	0	0	0	0
Farm buildings	1	140,000	1	140,000	0	0	0	0
Food and drink premises	1	32,500	1	32,500	0	0	0	0
Garages carports and car parking spaces	10	283,452	10	283,452	0	0	0	0
Health services facilities	2	812,203	2	812,203	0	0	0	2
Industrial Development	2	923,200	2	923,200	0	0	0	0
Mixed use development	1	390,000	1	390,000	0	0	0	0
Multi-dwelling housing	1	495,000	1	495,000	0	0	3	5
Other	4	10,984,024	4	10,984,024	0	0	0	0
Pools / decks / fencing	43	1,945,292	43	1,945,292	0	0	0	0
Recreational uses	1	27,632,657	1	27,632,657	0	0	0	0
Retail Premises	3	1,408,311	3	1,408,311	0	0	0	0
Retaining walls, protection of trees	3	12,320	3	12,320	0	0	0	0
Secondary Dwelling	6	990,690	6	990,690	0	0	6	0
Shed	46	1,798,985	46	1,798,985	0	0	0	0
Shop top housing	1	100,000	1	100,000	0	0	1	0
Signage	3	65,550	3	65,550	0	0	0	0
Subdivision of land	13	5,523,000	13	5,523,000	0	0	0	166
Take-away food and drink premises	2	3,607,645	2	3,607,645	0	0	0	0

27/10/2023

APPENDIX NO: 5 - APPROVED APPLICATIONS - 1 JULY 2022 TO 31 OCTOBER 2022						ITEM NO: IPEC23/54		
Telecommunications and communication facility	3	3,023,554	3	3,023,554	0	0	0	0
Total Value		132,070,511						

Total Number of Applications for this period: 296



REPORT: Draft HOLCIM Quarry Planning Agreement - Results of Public Exhibition

DIVISION: Development and Environment
REPORT DATE: 26 October 2023
TRIM REFERENCE: ID23/2463

EXECUTIVE SUMMARY

Purpose	Seek endorsement	Fulfil legislated requirement
Issue	<ul style="list-style-type: none"> Council at its meeting on 24 August 2023 adopted a draft Planning Agreement with HOLCIM Australia Pty Ltd for the purposes of public exhibition. The draft Planning Agreement relates to a State Significant Development Application (SSD-10417) for expansion of the existing HOLCIM hard rock quarry at 22L Sheraton Road, Dubbo. This application was approved by the NSW Government on 2 March 2023. The terms of the draft Planning Agreement require HOLCIM Australia Pty Ltd to pay to Council: <ul style="list-style-type: none"> \$600,000 as a lump sum within one year of the development consent being operational; 10 cents per tonne of product transported from the new extraction areas. This is payable twice per year; and The funds will be used for the maintenance of Sheraton Road along the proposed transport route for the development. The draft Planning Agreement was placed on public exhibition from 6 September 2023 to 9 October 2023. Council received one submission during the public exhibition period. The draft Planning Agreement has been updated in response to this submission. 	
Reasoning	Part 7.1 of the Environmental Planning and Assessment Act 1979 and associated Regulation.	
Financial Implications	Budget Area	Growth Planning Branch
	Funding Source	Council received \$3,000 as part of the lodgement fees.
Policy Implications	Policy Title	There are no policy implications arising from this report.

STRATEGIC DIRECTION

The Towards 2040 Community Strategic Plan is a vision for the development of the region out to the year 2040. The Plan includes six principle themes and a number of objectives and strategies. This report is aligned to:

Theme:	2 Infrastructure
CSP Objective:	2.2 Infrastructure meets the current and future needs of our community
Delivery Program Strategy:	2.2.5 Council maintains infrastructure and delivers services at the adopted service levels as agreed with the community

RECOMMENDATION

- 1. That Council enter into a Planning Agreement (attached in Appendix 1) with HOLLIM Australia Pty Ltd.**
- 2. That Council execute the Planning Agreement by affixing the Common Seal.**
- 3. That Council note the submission received during the public exhibition period (attached in Appendix 2).**

Stephen Wallace
Director Development and Environment

LN
Graduate Growth Planner

BACKGROUND

1. Previous Resolutions of Council

24 August 2023	<ol style="list-style-type: none">1. That Council adopt the draft Planning Agreement...for the purposes of public exhibition.2. That the draft Planning Agreement be placed on public exhibition in accordance with the provisions of the Environmental Planning and Assessment Act 1979.3. That following conclusion of the public exhibition period, a further report be prepared for the consideration of Council, including any submissions received.
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2. What is a Planning Agreement

A Planning Agreement is an agreement entered into between Council and a developer where the developer agrees to fund public amenities or infrastructure, dedicate land at no cost to Council, or provide monetary contributions or any other material public benefit, for a public purpose. The Environmental Planning and Assessment Act, 1979 defines as a public purpose as follows:

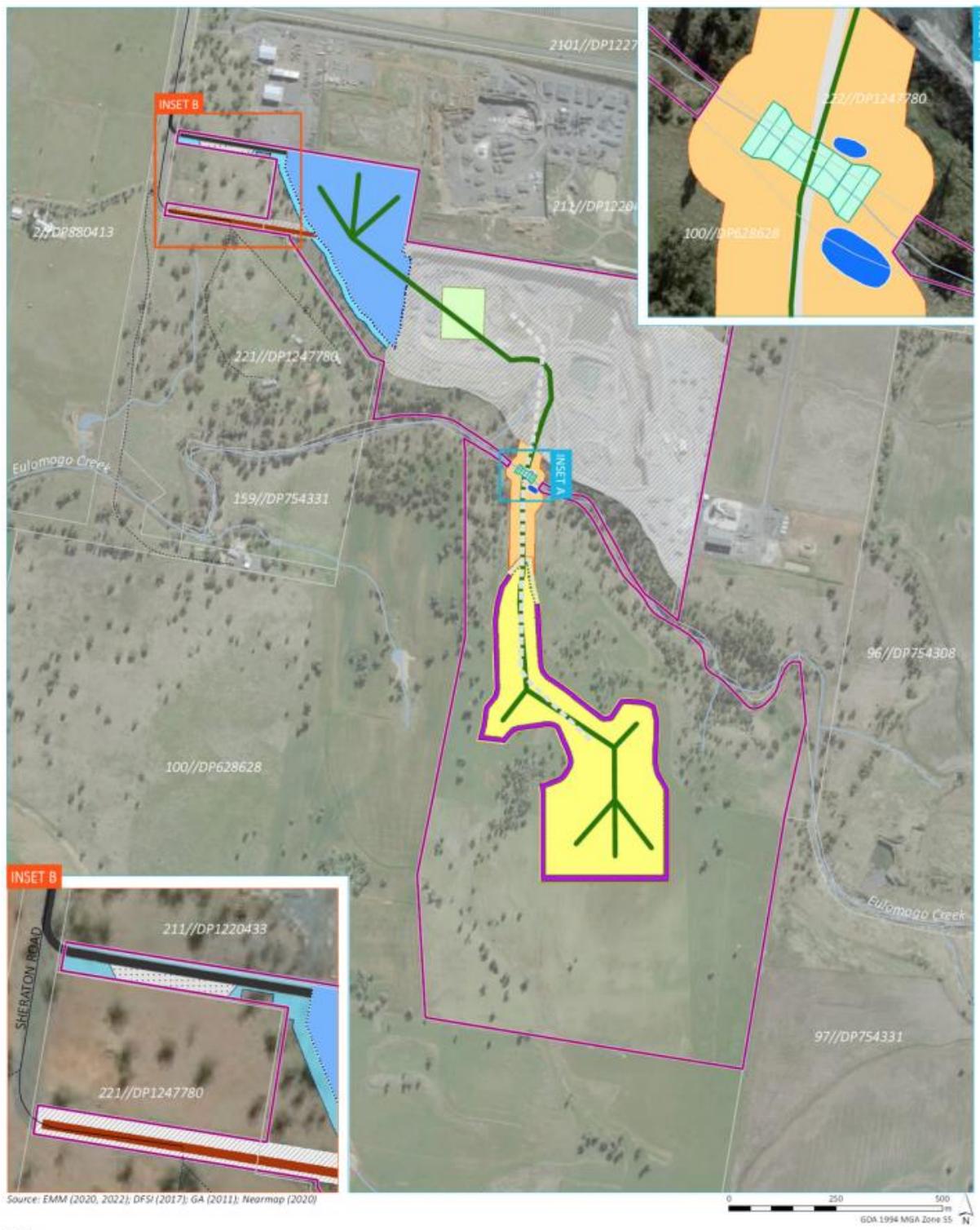
- The provision of public amenities or services;
- The provision of affordable housing;
- The provision of transport or other infrastructure relating to land;
- The funding or recurrent expenditure relating to the provision of public amenities or public services, affordable housing or transport or other infrastructure;
- The monitoring of the planning impacts of development;
- The conservation or enhancement of the natural environment.

REPORT

1. State Significant Development Application SSD-10417

On 2 March 2023, the NSW Department of Planning and Environment approved a State Significant Development Application for expansion of the existing quarry operations at 22L Sheraton Road, Dubbo, increasing the extraction rate to 500,000 tonnes per annum and extending the quarry life for 25 years. The development involves the creation of two new extraction areas known as the Western Extraction Area and Southern Extraction Area.

The site development layout is shown in Figure 1.



KEY		
Project area	Indicative proposed water crossing	Proposed overland conveyor
Indicative existing disturbance area	Western extension area	Proposed haul
Existing access	Western disturbance area	Minor
Alternative access	Haul road disturbance area	Vehicular track
Alternative truck tarping area	Southern extension area	Watercourse/drainage
Bund wall	Southern disturbance area	Waterbody
Sediment pond	Processing plant	Cadastral boundary (data does not align with surveyed site)

Figure 1 – Site development layout

2. Details of the Planning Agreement

The draft Planning Agreement includes the following terms:

- HOLCIM Australia Pty Ltd will pay to Council \$600,000 for improvements to Sheraton Road towards the Mitchell Highway along the proposed transport route. This will be payable to Council within one year of the State Significant Development Consent being operational (after construction under the SSD consent is completed); and
- HOLCIM Australia Pty Ltd will pay to Council 10 cents per tonne of product transported from the new extraction areas. This will be payable to Council twice per year.

3. Public Exhibition and Submissions

The draft Planning Agreement and Explanatory Note were placed on public exhibition from 6 September 2023 until 9 October 2023. Council received one submission during the public exhibition period (attached as **Appendix 2**).

The documents were publicly notified in the following ways:

Channel	Date
Council Website	6 September 2023 – 9 October 2023
Dubbo Customer Experience Centre	6 September 2023 – 9 October 2023
Dubbo Macquarie Regional Library Branch	6 September 2023 – 9 October 2023
Daily Liberal Council Column	6, 13, 20 and 27 September, and 4 October 2023

(a) Submission – Parrish Hague

The submission provided the following information:

- *The planning agreement should include monetary contributions for the total output of all currently operational and proposed quarries.*
- *How have the contributions figures been decided, and will Council receive sufficient remuneration to ensure Sheraton Road is maintained in good order?*
- *The planning agreement should ensure Council knows the annual output of the quarry to ensure that contributions are paid in full.*
- *Has Council considered any alternative haulage routes to separate heavy vehicles from school traffic?*
- *Schedule 2: Development layout is unclear. Please update the graphic.*

The following information provides a response to the issues raised in the submission:

(i) Terms of the Planning Agreement

The existing quarry has operated since approximately 1980 under a development consent issued by Council. A planning agreement was not entered into for that application, and Council can only enter into a planning agreement for new development. The existing quarry is also nearing end-of-life, which resulted in the need for a new State Significant Development Application given the extraction quantity proposed.

(ii) Amount of remuneration

Council staff have established a value of works required for Sheraton Road. The \$600,000 included in this Planning Agreement has been apportioned to the subject development.

The charge of 10 cents per tonne is based on the precedent set by other similar planning agreements.

(iii) Quarry production data

The Planning Agreement has been updated to require HOLCIM to provide information to Council in relation to the amount of product transported from the extraction areas. In addition, development consent requires HOLCIM to submit quarry production data to the NSW Government each year by no later than 30 January. This information can be submitted to Council upon request.

(iv) Haulage routes

The Planning Agreement doesn't include information about alternate haulage routes as this was considered during assessment of the State Significant Development Application. Council recently exhibited the draft Blueridge Business Park Road and Haulage Strategy, which aims to identify future haulage routes and divert heavy vehicles away from schools along Sheraton Road.

(v) Development layout

Appendix 2 of the State Significant Development Consent includes the approved development layout and detailed information in relation to the extraction areas. The draft Planning Agreement has also been updated to include this information.

APPENDICES:

[1](#) Draft Planning Agreement

[2](#) Submission

**PLANNING AGREEMENT for HOLCIM (Australia) Pty Ltd
Dubbo Quarry Continuation Project**

Land to which the Agreement applies: Part Lot 221 DP1247780, Lot 222 DP1247780, Lot 100 DP628628, and part of Eulomogo Creek, and *excludes* the area notated as *indicative existing disturbance area*, otherwise known as the existing Eastern Extraction Area.

Dubbo Regional Council (Council)

HOLCIM (Australia) Pty Ltd (Developer)





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Parties to this Agreement

Developer	Name	HOLCIM (Australia) Pty Ltd
	Address	Tower B, Level 7 - 799 Pacific Highway Chatswood NSW 2067
	ABN	87 099 732 297
	Contact name	Chris Hamilton, Area Manager
	Contact email	chris.s.hamilton@holcim.com
	Fax	02 9412 6601
	Phone	0429 790 213
Council	Name	Dubbo Regional Council
	Address	PO Box 81, Dubbo NSW 2830
	ABN	53 539 070 928
	Contact email	infrastructurecontributions@dubbo.nsw.gov.au

Background

On 28 January 2021, Holcim lodged a State Significant development application seeking consent for the construction and operation of two additional resource areas, the Western Extension Area (WEA) and Southern Extension Area (SEA). On 2 March 2023, the NSW Government Department of Planning and Environment approved the State Significant development application.

The objectives and the outcomes being sought through Holcim's application is to allow continuation of the extraction operation by expanding the extraction areas of the existing quarry.



Operative provisions

Part 1 - Preliminary

1 Definitions and Interpretation

- 1.1 In this Agreement the following definitions apply:
- 1.1.1 **Act** means the Environmental Planning and Assessment Act 1979 (NSW).
 - 1.1.2 **Agreement** means this agreement and includes any schedules, annexures and appendices to this Agreement.
 - 1.1.3 **Auditor** means an appropriately qualified auditor appointed by the Council.
 - 1.1.4 **Contributions Table** means the table in Schedule 1.
 - 1.1.5 **Contribution Year** means every 12 month period from 1 July each year.
 - 1.1.6 **Construction Commencement Date** is the same definition as provided in the Development Consent.
 - 1.1.7 **Costs** means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.
 - 1.1.8 **Development Application** has the same meaning as in the Act.
 - 1.1.9 **Development** means the Holcim Dubbo Quarry Continuation Project application SSD 10417 approved by the Minister for Planning under the Act, as modified from time to time.
 - 1.1.10 **Development Consent** has the same meaning as in the Act.
 - 1.1.11 **Dispute** means a dispute or difference between the Parties under or in relation to this Agreement.
 - 1.1.12 **Event of Default** means a breach of this Agreement.
 - 1.1.13 **Indexation (CPI)** means the Consumer Price (Sydney All Groups) Index.
 - 1.1.14 **Land** means part Lot 221 DP1247780, Lot 222 DP1247780, Lot 100 DP628628, and part of Eulomogo Creek, and excludes the area notated as indicative existing disturbance area, otherwise known as the existing Eastern Extraction Area (as shown in Appendix 1).
 - 1.1.15 **Monetary Contribution** means the monetary contribution required to be made under this Agreement.
 - 1.1.16 **Party** means a party to this Agreement, including their successors and assigns.
 - 1.1.17 **Rectify** means rectify, remedy or correct.



1.1.18 **Regulation** means the Environmental Planning and Assessment Regulation 2021.

1.1.19 **Value** means the \$ amount agreed between the Parties as the value of a Monetary Contribution made under this Agreement, as shown in the Contributions Table or as otherwise agreed between the Parties.

1.2 Interpretation

In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

1.2.1 **Headings** are inserted for convenience only and do not affect the interpretation of this Agreement.

1.2.2 A reference in this Agreement to a **business day** means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.

1.2.3 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.

1.2.4 A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.

1.2.5 A reference in this Agreement to a \$ value relating to a Monetary Contribution is a reference to the value exclusive of GST.

1.2.6 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.

1.2.7 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.

1.2.8 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.

1.2.9 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.

1.2.10 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.

1.2.11 References to the word 'include' or 'including' are to be construed without limitation.



- 1.2.12 A reference to this Agreement includes the agreement recorded in this Agreement.
- 1.2.13 A reference to a Party to this Agreement includes a reference to the employees, agents and contractors of the Party, the Party's successors and assigns.
- 1.2.14 A reference to 'dedicate' or 'dedication' in relation to land is a reference to dedicate or dedication free of cost.
- 1.2.15 Any schedules, appendices and attachments form part of this Agreement.
- 1.2.16 Notes appearing in this Agreement are operative provisions of this Agreement.

2 Planning agreement under the Act

- 2.1 This Agreement is a planning agreement governed by Subdivision 2 of Part 7 of the Act.

3 Application of this Agreement

- 3.1 This Agreement applies to the Land and the Development.

4 Date upon which this Agreement takes effect

- 4.1 This Agreement takes effect when signed by both Parties. The date on which it takes effect is specified at the end of this Agreement.

5 Warranties

- 5.1 The Parties warrant to each other that they:
 - 5.1.1 Have full capacity to enter into this Agreement, and
 - 5.1.2 Are able to fully comply with their obligations under this Agreement.

6 Further agreements

- 6.1 The Parties may, at any time and from time to time, enter into agreements relating to the subject-matter of this Agreement that are not inconsistent with this Agreement for the purpose of implementing this Agreement.

7 Surrender of right of appeal

- 7.1 The Developer is not to commence or maintain, or to cause or procure the commencement or maintenance, of any proceedings in any court or tribunal or similar body appealing against, or questioning the validity of this Agreement, or an Approval relating to the Development in so far as the subject-matter of the proceedings relates to this Agreement.



Part 2 - Payment of the Monetary Contributions

8 The Monetary Contribution under this Agreement

- 8.1 The Developer is required to make the Monetary Contribution described in the Contributions Table.
- 8.2 The Monetary Contribution under Schedule 1, Part 2 of this Agreement will cease at the conclusion of the quarry extraction.

9 Payment of the Monetary Contribution under this Agreement

- 9.1 A Monetary Contribution is made for the purpose of this Agreement when Council receives the full amount payable by cash, unendorsed bank cheque or deposit by means of electronic funds transfer of cleared funds into a bank account nominated by Council. Council will not accept any other forms of payment.
- 9.2 The Developer is required to give Council written notice by 14 January and 14 August of its intention to pay a Monetary Contribution.
- 9.3 To permit Council to verify the amount of product transported from the Western Extraction Area and/or the Southern Extraction Area, the Developer's notice specified in Clause 9.2 is to include weighbridge receipts, daily log books or other records accepted by Council for the period:
 - 9.3.1 1 July to 31 December of the preceding year; and
 - 9.3.2 1 January to 30 June of that calendar year.
- 9.4 The Developer is not required to pay a Monetary Contribution under this agreement unless Council, after having received the Developer's notice under Clause 9.2, has given the Developer a tax invoice.
- 9.5 The Developer is not in breach of this Agreement if it fails to pay a Monetary Contribution at the time required by reason only of the Council's failure to give to the Developer a tax invoice.

10 Application of the Monetary Contribution

- 10.1 The Council will apply each Monetary Contribution towards the public purpose for which it is made.
- 10.2 Council will under no circumstances refund any monetary contribution made under this Agreement.



11 Application of Section 7.11 and Section 7.12 of the Act to the Development

- 11.1 This Agreement *excludes* the application of Section 7.11 to the Development.
- 11.2 This Agreement *excludes* the application of Section 7.12 to the Development.

12 Indexation of Monetary Contribution

- 12.1 The monetary contribution in Schedule 1 will be indexed annually in accordance with the Consumer Price Index (Sydney All Groups) as published by the Australian Bureau of Statistics for the 12 months prior to the end of the period for which the Monetary Contributions are to be paid.



Part 3 - Review and Monitoring

13 Review of Agreement

- 13.1 If either Party is of the opinion that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Agreement the Party may request a review of the whole or any part of this Agreement.
- 13.2 For the purposes of clause 13.1, the relevant changes include (but are not limited to) any change to a law that restricts or prohibits or enables the Council or any other Authority to restrict or prohibit any aspect of the Development.
- 13.3 If a review is requested in accordance with clause 13.1, the Parties are to use all reasonable endeavours, in good faith, to agree on and implement appropriate amendments to this Agreement.
- 13.4 If this Agreement becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Agreement is entered into.
- 13.5 A failure by a Party to agree to take action requested by the other Party as a consequence of a review referred to in clause 13.1 (but not 13.4) is not a Dispute for the purposes of this Agreement and is not a breach of this Agreement.
- 13.6 If the Parties agree to amend this Agreement under this clause 13, any such amendment must be in writing and signed by the Parties, and exhibited in accordance with the Act and Regulation.

14 Monitoring and Reporting

- 14.1 The Developer acknowledges that the Council will continuously monitor compliance with the Developer's obligations under this Agreement.



Part 4 - Dispute Resolution

15 Notice of Dispute

- 15.1 If a party claims that a dispute has arisen under this agreement (Claimant), it must give written notice to the other party (**Respondent**) stating the matters in dispute and designating as its representative a person to negotiate the dispute (**Claim Notice**).
- 15.2 If a notice is given, the Parties are to meet within 10 business days of the notice in an attempt to resolve the Dispute.
- 15.3 If the Dispute is not resolved within a further 20 business days, the Dispute is to be referred to the President of the NSW Law Society to appoint an expert for expert determination.
- 15.4 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
- 15.5 Each Party is to bear its own costs arising from or in connection with the appointment of the expert and the expert determination.
- 15.6 The Parties are to share equally the costs of the President, the expert, and the expert determination.
- 15.7 Nothing in the clause will prevent either party from seeking injunctive or urgent declaratory relief.



Part 5 - Indemnities & Insurance

16 Risk

16.1 The Developer performs this Agreement at its own risk and its own cost.

17 Release

17.1 The Developer releases the Council from any Claim it may have against the Council arising in connection with the performance of the Developer's obligations under this Agreement except if, and to the extent that, the Claim arises because of the Council's negligence or default.

18 Indemnity

18.1 The Developer indemnifies the Council from and against all Claims that may be sustained, suffered, recovered or made against the Council arising in connection with the performance of the Developer's obligations under this Agreement except if, and to the extent that, the Claim arises because of the Council's negligence or default.



Part 6 - Other Provisions

19 Confidentiality

- 19.1 This agreement is a public document and its terms are not confidential.
- 19.2 The Parties acknowledge that:
- 19.2.1 confidential Information may have been supplied to some or all of the Parties in negotiations leading up to the making of this agreement; and
 - 19.2.2 the Parties may disclose to each other further Confidential Information in connection with the subject matter of this agreement.
- 19.3 Subject to clauses 19.4 and 19.5, each Party agrees:
- 19.3.1 not to disclose any Confidential Information received before or after the making of this agreement to any person without the prior written consent of the Party who supplied the Confidential Information; or
 - 19.3.2 to take all reasonable steps to ensure all Confidential Information received before or after the making of this agreement is kept confidential and protected against unauthorised use and access.
- 19.4 A Party may disclose Confidential Information in the following circumstances:
- 19.4.1 in order to comply with the law, or the requirements of any Authority; or
 - 19.4.2 to any of their employees, consultants, advisers, financiers or contractors to whom it is considered necessary to disclose the information, if the employees, consultants, advisers, financiers or contractors undertake to keep the Confidential Information confidential.
- 19.5 The obligations of confidentiality under this clause do not extend to information which is public knowledge other than as a result of a breach of this clause.

20 Notices

- 20.1 Any notice, consent, information, application or request that is to 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:
- 20.1.1 delivered or posted to that Party at its address, or
 - 20.1.2 emailed to that Party at its email address.
- 20.2 For the purposes of this clause a Party's address and email address are as noted under '**Parties to this Agreement**'.



- 20.3 If a Party gives the other Party 5 business days' notice of a change of its address or email, 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.
- 20.4 Any notice, consent, information, application or request is to be treated as given or made if it is:
- 20.4.1 delivered, when it is left at the relevant address,
 - 20.4.2 sent by post, 2 business days after it is posted, or
 - 20.4.3 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.
- 20.5 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, or if on 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.

21 Approvals and Consent

The Developer must, at its cost, obtain all relevant approvals and consents for the Developer's Works, whether from the Council or from any other relevant Government Agency, including any necessary road opening permits. Before commencing the Developer's Work, the Developer must give to the Council copies of all approvals and consents for the Developer's Works, other than the project Consent.

22 Costs

- 22.1 The Developer is to pay to the Council the Council's costs of preparing, negotiating, executing and stamping and registering this Agreement, and any document related to this Agreement within 5 business days of a written demand by the Council for such payment capped at \$3,000.
- 22.2 The Developer is also to pay to the Council the Council's reasonable costs of enforcing this Agreement within 5 business days of a written demand by the Council for such payment capped at \$3,000.

23 Entire Agreement

- 23.1 This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with.
- 23.2 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.



24 Further Acts

- 24.1 Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to effect, perfect or complete this Agreement and all transactions incidental to it.

25 Governing Law and Jurisdiction

- 25.1 This Agreement is governed by the law of New South Wales.
- 25.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.
- 25.3 The Parties are not to object to the exercise of jurisdiction by those courts on any basis.

26 Joint and Individual Liability and Benefits

- 26.1 Except as otherwise set out in this Agreement:
- 26.1.1 any agreement, covenant, representation or warranty under this Agreement by 2 or more persons binds them jointly and each of them individually, and
- 26.1.2 any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

27 No Fetter

- 27.1 The Parties acknowledge that Council is a consent authority with statutory rights and obligations pursuant to the Act.
- 27.2 This Agreement is not intended to operate, and shall not be construed as operating to fetter, in any unlawful manner:
- 27.2.1 the power of Council to make any law; or
- 27.2.2 the exercise by Council of any statutory power, discretion or duty.
- 27.3 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.

28 Illegality

- 28.1 If this Agreement or any part of it becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties are to co-operate and do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Agreement is entered into.



29 Severability

- 29.1 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.
- 29.2 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 this Agreement is not affected.

30 Amendment

- 30.1 No amendment of this Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Agreement in accordance with section 203 of the Regulation.

31 Waiver

- 31.1 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 breach of obligation by, another Party.
- 31.2 A waiver by a Party is only effective if it:
- 31.2.1 is in writing,
 - 31.2.2 is addressed to the Party whose obligation or breach of obligation is the subject of the waiver,
 - 31.2.3 specifies the obligation or breach of obligation the subject of the waiver and the conditions, if any, of the waiver,
 - 31.2.4 is signed and dated by the Party giving the waiver.
- 31.3 Without limitation, a waiver may be expressed to be conditional on the happening of an event, including the doing of a thing by the Party to whom the waiver is given.
- 31.4 A waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given, and 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.
- 31.5 For the purposes of this Agreement, an obligation or breach of obligation the subject of a waiver is taken not to have been imposed on, or required to be complied with by, the Party to whom the waiver is given.



32 GST

- 32.1 In this clause:
- 32.1.1 Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice have the meaning given by the GST Law.
 - 32.1.2 GST Amount means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.
 - 32.1.3 GST Law has the meaning given by the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
 - 32.1.4 Input Tax Credit has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.
 - 32.1.5 Taxable Supply has the meaning given by the GST Law excluding (except where expressly agreed otherwise) a supply in respect of which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.
- 32.2 Subject to clause 32.3, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 32.3 No additional amount shall be payable by the Council under clause 32.2 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- 32.4 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Agreement by one Party to the other Party that are not subject to Division 82 of the A New Tax System (Goods and Services Tax) Act 1999, the Parties agree:
- 32.4.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;
 - 32.4.2 that any amounts payable by the Parties in accordance with clause 32.2 (as limited by clause 32.3) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 32.5 No payment of any amount pursuant to this clause 32, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly



agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.

32.6 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.

32.7 This clause continues to apply after expiration or termination of this Agreement.

33 Explanatory Note

33.1 The Appendix contains the Explanatory Note relating to this Agreement required by s205 of the Regulation.

33.2 Pursuant to s205(5) of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Agreement.

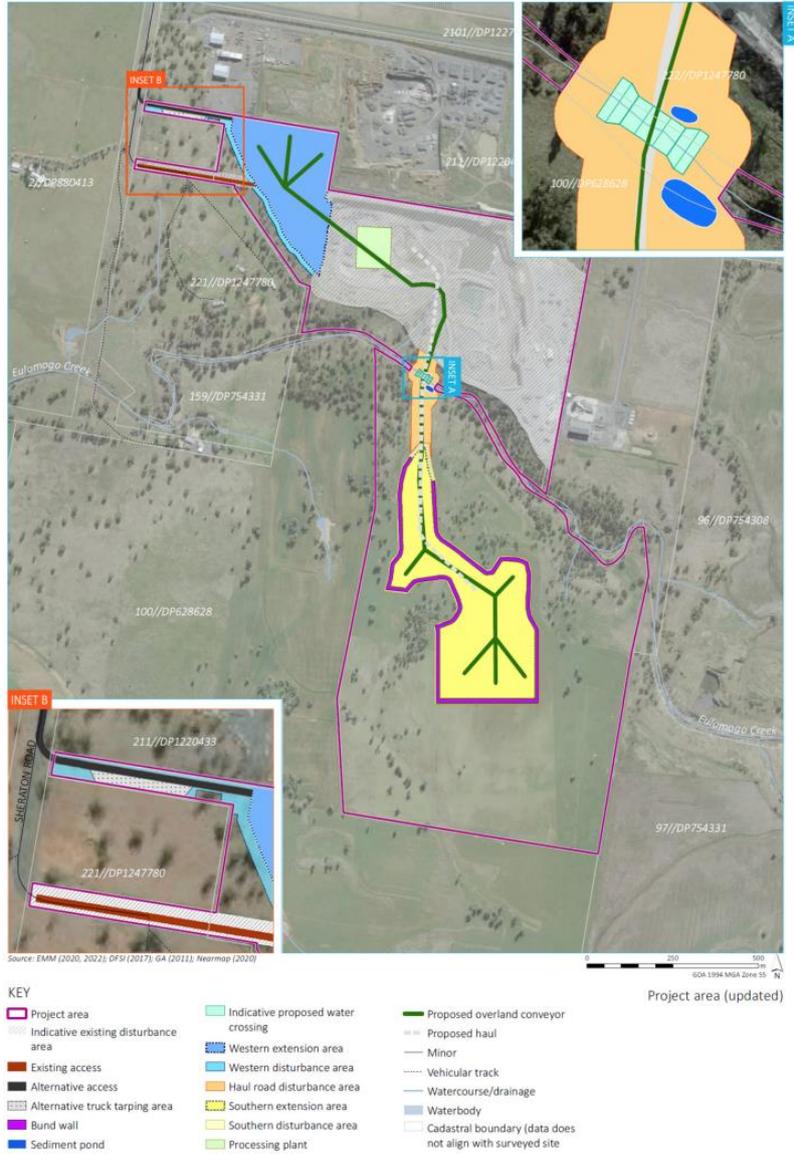


Schedule 1: Monetary Contribution

Part	Description	Timing of Payment
Part 1	Payment of a single lump sum of \$600,000 (plus 1 year of indexation) for improvements to Sheraton Road towards the Mitchell Highway along the proposed transport route.	This will be payable to Council within 1 year of the SSD consent being operational (after construction under the SSD consent is completed).
Part 2	Payment of 10c per tonne (plus indexation) of product transported from the Western Extraction Area and/or the Southern Extraction Area, for road impacts.	<p>This will be payable to Council twice per year commencing from day 1 of operations (after construction under the SSD consent is completed) as follows:</p> <ul style="list-style-type: none"> by 31 January each year for product transported from the Western Extraction Area and/or the Southern Extraction Area in the 6 months to 31 December of the preceding year; and by 31 July each year for product transported from the Western Extraction Area and/or the Southern Extraction Area in the 6 months to 30 June of that year.

Schedule 2: Development Layout

Part Lot 221 DP1247780, Lot 222 DP1247780, Lot 100 DP628628, and part of Eulomogo Creek, and excludes the area notated as indicative existing disturbance area, otherwise known as the existing Eastern Extraction Area.





Execution

Executed as an Agreement

Dated:

Executed by Dubbo Regional Council

The Common Seal of Dubbo Regional Council was affixed on this day of pursuant to a resolution of the Council dated

Murray Wood
Chief Executive Officer

Councillor Mathew Dickerson
Mayor

Executed by/on behalf of **HOLCIM** (Australia) Pty Ltd in accordance with s127(1) of the *Corporations Act 2001 (Cth)*.

Name/Position

Name/Position

Items for clarification:

1. Why was the total output of all currently operational and proposed quarries, not included in the proposal for Monetary Contributions? Considering all ongoing operations, from all sources of the quarries, will impact Sheraton Road and its future condition.
2. What estimates have been carried out to give confidence to residents that 10c per Tonne is a suitable remuneration to ensure the road asset is maintained in good order?
3. Has Sheraton Road been assessed for existing damage, and has a suitably qualified industry specific estimate been developed to cost these repairs and validate if \$600K would be sufficient to repair damage incurred by heavy vehicle traffic?
4. Is the \$600K lump sum proposed in the DPA, a suitable amount for 'improvements' (ref: Schedule 1: Monetary Contributions, Part 1, under 'Description') to the current road design and does it cover the required costs to upgrade the road to a suitable specification that would allow constant heavy vehicle use? Has this requirement for a higher GVM/GCM for road design and usage been factored into the proposed remuneration per Tonne for future repairs and maintenance? Will there be additional costs to council to achieve this design above the \$600K? If so then why is this not fully funded by Holcim?
5. What mechanism will be employed to ensure correct reporting of output quantities are provided to DRC for remuneration under this agreement?
6. Have any 'alternate routes' been explored by the Proponent to allow segregation between Heavy Vehicles and the School/Shopping/Retirement precinct of Sheraton Road, such as development of additional roadways with other industrial facilities? The Solar farm boundary road or Basalt Road maybe, with the intention of exiting to the Mitchell Hwy out of town areas instead from the current Mitchell Hwy/Sheraton road roundabout? The proposed costs could be used to develop a private roadway merging to the Hwy for sole use (and upkeep by Quarry).

Request for information:

Can "schedule 2: Development Layout" be updated to ensure that relevant details of the application are able to be more easily read, the quality of the graphic is very poor and illegible with very little locational markers. i.e. Sheraton road is faintly labelled only in the inset B and there is no legend to colours referenced on the page at all. Other than reference 1.1.14 (which doesn't reference colours to DP lots), the only reference to the colours used in the agreement are on the 'Your Say' Project page. Should this detail not be included in the agreement? The graphics in the explanatory notes are slightly better but still don't provide sufficient detail when zoomed in.

Regards

Parrish Hague

[REDACTED]

[REDACTED]