



# AGENDA

## INFRASTRUCTURE, PLANNING AND ENVIRONMENT COMMITTEE

### 11 AUGUST 2022

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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<b>IPEC22/33 LEAVE OF ABSENCE (ID22/1483)</b>	
<b>IPEC22/34 CONFLICTS OF INTEREST (ID22/1484)</b>	
<b>IPEC22/35 BUILDING SUMMARY - JULY 2022 (ID22/1362)</b> The Committee had before it the report dated 29 July 2022 from the Director Development and Environment regarding Building Summary - July 2022.	3
<b>IPEC22/36 RESOURCE RECOVERY AND EFFICIENCY - COMMUNITY RECYCLING CENTRE OPERATIONS DEED (ID22/1385)</b> The Committee had before it the report dated 13 July 2022 from the Manager Resource Recovery and Efficiency regarding Resource Recovery and Efficiency - Community Recycling Centre Operations Deed.	13
<b>IPEC22/37 DRAFT PLANNING PROPOSAL POLICY (ID22/1169)</b> The Committee had before it the report dated 28 July 2022 from the Team Leader Growth Planning Projects regarding Draft Planning Proposal Policy.	59

<b>IPEC22/38</b>	<b>PROPOSED HORSE WARNING SIGNS - MERRILEA ROAD DUBBO (ID22/1610)</b>	71
	The Committee had before it the report dated 4 August 2022 from the Senior Traffic Engineer regarding Proposed Horse Warning Signs - Merrilea Road Dubbo.	



## REPORT: Building Summary - July 2022

**DIVISION:** Development and Environment  
**REPORT DATE:** 29 July 2022  
**TRIM REFERENCE:** ID22/1362

### EXECUTIVE SUMMARY

<b>Purpose</b>	Provide review and update	
<b>Issue</b>	<ul style="list-style-type: none"><li>Statistical overview of the number and type of development approvals for the Dubbo Regional Local Government Area (LGA)</li></ul>	
<b>Reasoning</b>	<ul style="list-style-type: none"><li>Provide data relating to approved Development Applications.</li><li>Provide specific statistics of the number of dwellings and other residential development approved.</li><li>Provide comparative data for corresponding period.</li></ul>	
<b>Financial Implications</b>	Budget Area	There are no financial implications arising from this report.
<b>Policy Implications</b>	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 July 2022, 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**

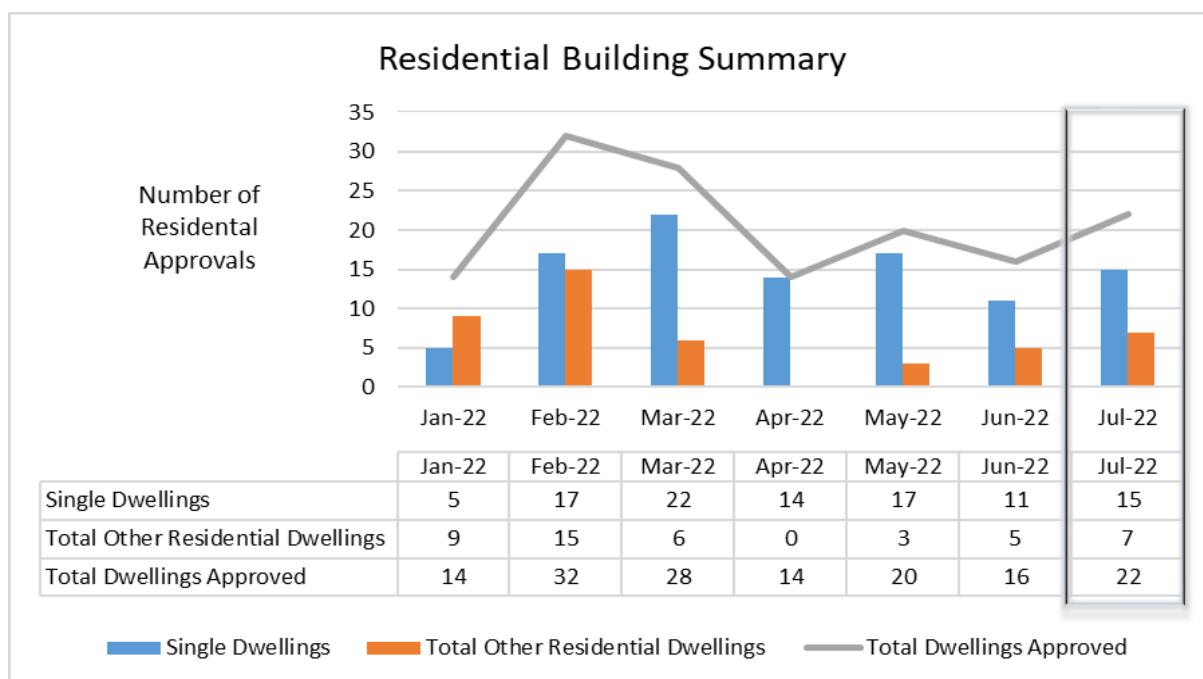
Council employ staff to receipt, lodge, assess, determine and monitor compliance of the determinations referred to in this report.

**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.

1. Residential Building Summary

Dwellings and other residential developments approved during July 2022 and for comparison purposes, the six month prior are as follows:



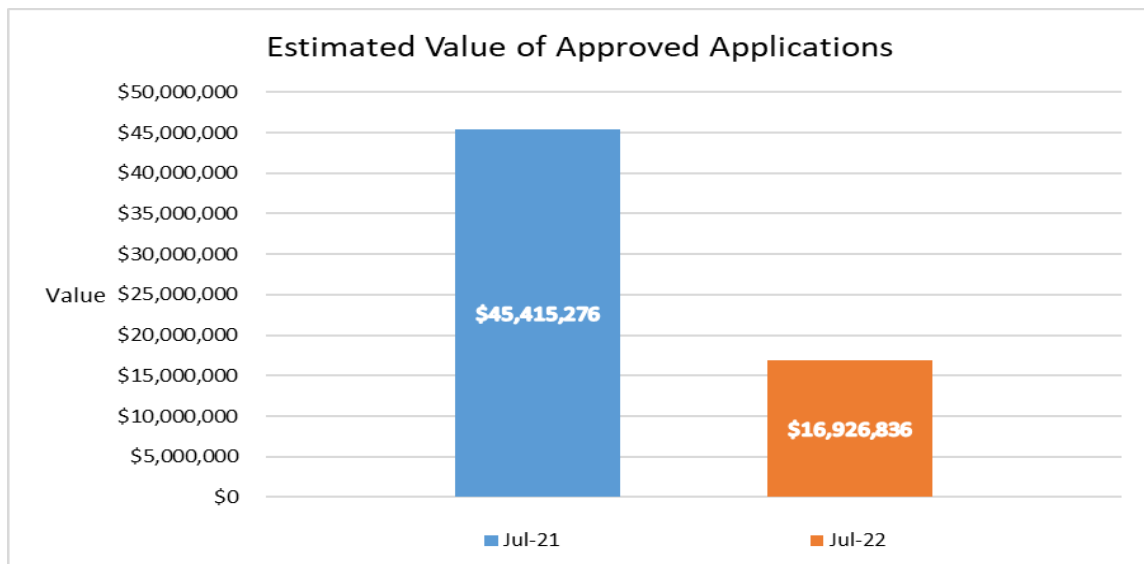
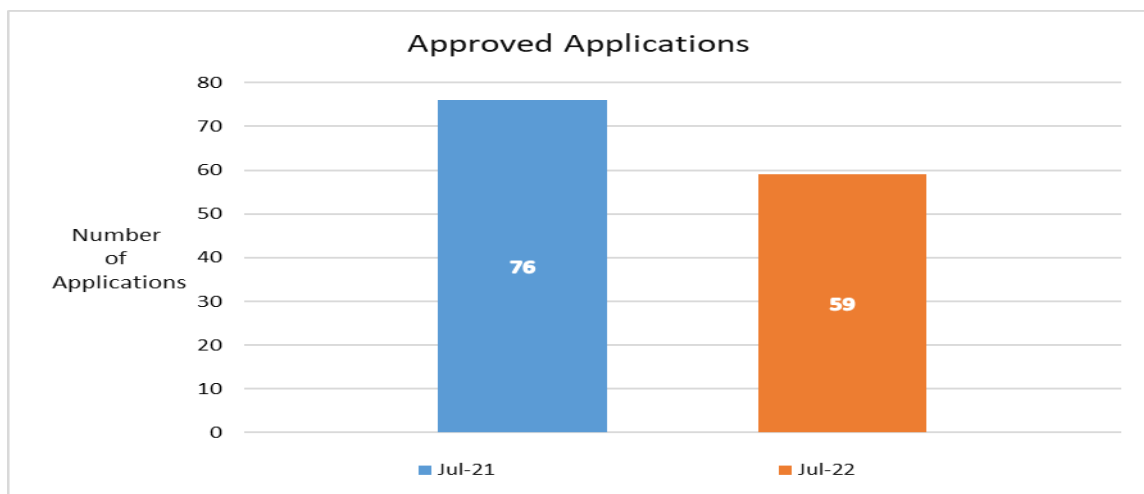
For consistency with land use definitions included in the Local Environmental Plan (LEP), residential development has been separated into ‘Single Dwellings’ (defined in the LEP as ‘dwelling house’) and ‘Other residential development’ (comprising ‘dual occupancies’, ‘secondary dwellings’, ‘multi dwelling 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 summary of residential approvals for the former Dubbo City Council area since 2011-2012 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.

2. Approved Development Applications

The total number of approved Development Applications (including Complying Development Certificates) for July 2022 and a comparison with figures 12 months prior are as follows:



A summary breakdown of the figures is included in **Appendices 2-3**.

### 3. 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.

Councillors are welcome to contact me should they require further information in respect of outstanding Development Applications emanating from the online tracking system.

The information included in this report is provided for notation.

#### **APPENDICES:**

- 1 [↓](#) Building Summary - July 2022
- 2 [↓](#) Approved Applications - 1 July 2022 to 31 July 2022
- 3 [↓](#) Approved Applications - 1 July 2021 to 1 July 2021

**STATISTICAL INFORMATION ON \*SINGLE DWELLINGS AND \*\*OTHER RESIDENTIAL DEVELOPMENTS**

		JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
	2011/2012													
DCC	Single Dwellings	6	12	10	6	7	16	4	16	12	8	12	9	118
	Other Residential Developments	1	1	-	1	2	2	-	-	-	-	-	1	8
	(No of units)	(14)	(2)	(-)	(1)	(4)	(3)	(-)	(-)	(-)	(-)	(-)	(16)	(40)
	2012/2013													
DCC	Single Dwellings	3	7	14	13	9	3	9	9	13	13	15	13	121
	Other Residential Developments	4	6	-	-	1	9	-	-	1	-	2	-	23
	(No of units)	(8)	(6)	(-)	(-)	(2)	(11)	(-)	(-)	(2)	(-)	(39)	(-)	(68)
	2013/2014***													
DCC	Single Dwellings	23	17	25	20	14	15	19	10	18	14	19	14	208
	Other Residential Developments	-	1	1	-	-	1	4	2	1	2	-	3	15
	(No of units)	(-)	(2)	(2)	(-)	(-)	(2)	(46)	(1)	(2)	(4)	(-)	(6)	(65)
	2014/2015***													
DCC	Single Dwellings	19	34	19	21	13	16	14	12	20	19	15	20	222
	Other Residential Developments	3	1	6	5	6	12	-	4	2	1	9	5	54
	(No of units)	(6)	(2)	(31)	(50)	(6)	(21)	(-)	(87)	(4)	(1)	(25)	(10)	(243)
	2015/2016***													
DCC	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***													
DCC	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***													
DRC	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***													
DRC	Single Dwellings	15	26	13	7	17	8	19	5	8	11	19	6	154
	Other Residential Developments	3	4	3	-	6	2	2	1	5	7	9	5	47
	(No of units)	(4)	(7)	(5)	(-)	(11)	(29)	(4)	(1)	(12)	(25)	(15)	(10)	(123)



		JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
	2019/2020***													
DRC	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)
	2020/2021***													
DRC	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***													
DRC	Single Dwellings	28	15	15	13	16	39	5	17	22	14	17	11	212
	Other Residential Developments	8	6	2	4	5	7	7	8	4	-	2	4	57
	(No of units)	(12)	(28)	(3)	(6)	(13)	(11)	(9)	(15)	(6)	(-)	(3)	(5)	(111)
	2022/2023***													
DRC	Single Dwellings	15												15
	Other Residential Developments	4												4
	(No of units)	(7)												(7)

\* Single Dwellings = Single 'Dwelling House'

\*\* Other Residential Developments = Dual occupancies, secondary dwellings, multi dwelling housing, seniors housing, shop top housing and residential flat buildings

\*\*\* Includes private certifiers



Civic Administration Building  
P.O. Box 81 Dubbo NSW 2830  
T (02) 6801 4000  
F (02) 6801 4259  
ABN 53 539 070 928

Print Date: 28/07/2022

Print Time: 5:30:23PM

**Approved Development & Complying Development Applications  
by Dubbo Regional Council and Private Certifiers-Period 1/07/2022 - 31/07/2022**

Development Type	Number of Applications	Est. \$	New Developments	Est. \$	Additions and Alterations	Est. \$	New Dwellings	New Lots
Alterations and additions to industrial	1	300,000			1	300,000		
Alterations and additions to residential	5	929,214			5	929,214		
Balconies, decks patios terraces or ve	4	51,585	4	51,585				
Centre based childcare	1	1,972,645	1	1,972,645				
Demolition	2	943,257	2	943,257				
Dual occupancy	2	855,000	2	855,000			3	
Dwelling	15	6,720,621	15	6,720,621			15	
Garages carports and car parking spaces	2	18,500	2	18,500				
Mixed use development	1	390,000	1	390,000				
Multi-dwelling housing	1	495,000	1	495,000			3	5
Pools / decks / fencing	11	484,930	11	484,930				
Retaining walls, protection of trees"	1	0	1					
Secondary dwelling	1	289,690	1	289,690			1	
Shed	13	456,840	13	456,840				
Subdivision of land	5	92,000	2	45,000				6
Telecommunications and communication fac	1	2,963,554	1	2,963,554				
<b>Totals for Development Types</b>	<b>66</b>	<b>16,962,836</b>						

**Total Number of Applications for this period: 59**

\*\*\* Note: There may be more than one Development Type per Development Application  
Statistics include applications by Private Certifiers

----- End of Report -----



Civic Administration Building  
P.O. Box 81 Dubbo NSW 2830  
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ABN 53 539 070 928

Print Date: 28/07/2022

Print Time: 11:42:24AM

**Approved Development & Complying Development Applications  
by Dubbo Regional Council and Private Certifiers-Period 1/07/2021 - 31/07/2021**

Development Type	Number of Applications	Est. \$	New Developments	Est. \$	Additions and Alterations	Est. \$	New Dwellings	New Lots
Dwelling - single	16	4,470,645	11	3,632,243	5	838,402	11	
Dwelling - Secondary/Dual Occ Dwelling	3	695,127	3	695,127			3	
Dwelling - Dual Occupancy, one storey	4	1,832,500	4	1,832,500			8	
Garage/Carport/Roofed Outbuildings	10	211,448	10	211,448				
Swimming Pool	3	108,000	3	108,000				
Office Building	3	511,000	2	498,000	1	13,000		
Retail & Residential Building	1	28,000,000	1	28,000,000				
Factory/Production Building	1	1,000,000	1	1,000,000				
Warehouse/storage	3	1,293,000	3	1,293,000				
Health Care Facility - Other	2	710,000	1	710,000	1			
Signs/Advertising Structure	1	12,000	1	12,000				
Home Business	1	2,000			1	2,000		
Change of Use - Commercial	1	0			1			
Subdivision - Residential	4	0						8
Subdivision - Rural	1	16,500						2
Alterations and additions to commercial	1	150,000			1	150,000		
Balconies, decks patios terraces or ve	1	10,000	1	10,000				
Dwelling	20	6,038,456	20	6,038,456			20	
Garages carports and car parking spaces	1	17,600	1	17,600				
Pools / decks / fencing	3	95,000	3	95,000				
Secondary dwelling	1	0	1				1	
Shed	2	48,000	2	48,000				

**Approved Development & Complying Development Applications  
by Dubbo Regional Council and Private Certifiers-Period 1/07/2021 - 31/07/2021**

<b>Development Type</b>	<b>Number of Applications</b>	<b>Est. \$</b>	<b>New Developments</b>	<b>Est. \$</b>	<b>Additions and Alterations</b>	<b>Est. \$</b>	<b>New Dwellings</b>	<b>New Lots</b>
Take-away food and drink premises	1	50,000			1	50,000		
Retail Premises	1	144,000			1	144,000		
<b>Totals for Development Types</b>	<b>85</b>	<b>45,415,276</b>						

**Total Number of Applications for this period: 76**

\*\*\* Note: There may be more than one Development Type per Development Application  
Statistics include applications by Private Certifiers

----- End of Report -----



## REPORT: Resource Recovery and Efficiency - Community Recycling Centre Operations Deed

**DIVISION:** Development and Environment  
**REPORT DATE:** 13 July 2022  
**TRIM REFERENCE:** ID22/1385

### EXECUTIVE SUMMARY

<b>Purpose</b>	Provide update	
<b>Issue</b>	Notification of new Community Recycling Centre Operations Deed between Council and the NSW Environment Protection Authority (EPA) that concludes on 30 June 2023.	
<b>Reasoning</b>	To allow ongoing collection of household problem wastes at the Whylandra Waste Disposal Depot Community Recycling Centre at no cost to Council.	
<b>Financial Implications</b>	Budget Area	Resource Recovery and Efficiency
	Funding Source	Collection and disposal of Household Problems Wastes collected at the Whylandra Community Recycling Centre is funded by the NSW EPA.
	Proposed Cost	Nil
	Ongoing Costs	This Deed is for a one year period concluding 30 June 2023
<b>Policy Implications</b>	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: 6 Environmental Sustainability  
CSP Objective: 6.2 We recognise, plan for and respond to the impacts of climate change  
Delivery Program Strategy: 6.2.3 Waste management processes reduce our environmental footprint and impact on the environment

### RECOMMENDATION

**That Community Recycling Centre Operations Deed between Dubbo Regional Council and the New South Wales Environment Protection Authority be noted.**

*Stephen Wallace*  
Director Development and Environment

*JW*  
Manager Resource  
Recovery and Efficiency

## BACKGROUND

Community Recycling Centres (CRCs) are funded by the NSW Environment Protection Authority (EPA) and are permanent drop-off centres for common household problem wastes that can't be collected via council kerbside waste and recycling collection services. Householders can drop off problem wastes at the CRC year round, free of charge.

Items that can be dropped off at a CRC include paint, gas bottles, fire extinguishers, motor oils, other oils, car batteries, household batteries, smoke detectors and fluorescent light globes and tubes. Only household quantities can be dropped off. Businesses are not eligible to use CRCs.

*What happens to the waste items once they have been dropped off?*

Paints are mixed with other waste solvents and used as an alternative to fuel in cement kilns. The metal containers are recycled. Lead acid batteries are sent to recyclers where the lead, acid and plastic are recovered and recycled.

Fluorescent tubes and globes contain mercury. Recyclers crush the tubes to separate the phosphor powder from the glass. They feed to powder through receiving containers, where it is filtered to capture fugitive mercury emissions. The mercury is then separated by distillation and sold for a range of industrial uses. The metals are also recycled.

Gas bottles have residual gas captured for reuse. Undamaged bottles are retested, restamped and entered into the hire industry. Damaged bottles are punctured and recycled as scrap metal.

Used oils are processed to become a lubricant or used for waste to energy.

## REPORT

The Community Recycling Centre Operations Deed between Dubbo Regional Council and the NSW EPA sets out the obligations of both parties in implementing the program (**Appendix 1**).

Signing of the Deed is required to allow ongoing collection of household problem wastes at the Whylandra Waste Disposal Depot Community Recycling Centre at no cost to Council.

### Consultation

No consultation was undertaken for the preparation of this report.

### Resourcing Implications

- While the NSW EPA funds the collection and disposal of household problem wastes collected through the CRC, Council staff assist customers with:
  - Correct disposal (that is ensuring the right items go into the correct bulk containers at the CRC);

- Stacking items left on the ground by householders;
- Filling out an online inventory once per week to allow the NSW EPA to understand the volume of material present in the CRC and to schedule collections by its contractor.

**Timeframe**

Key Date	Explanation
As soon as possible	An endorsed Deed to be provided to the NSW EPA
30 June 2023	Community Recycling Centre Operations Deed lapses

**Next Steps**

In one year's time (30 June 2023) Council may need to enter into another Community Recycling Centre Operations Deed with the New South Wales Environment Protection Authority (but only if at that time the NSW EPA decides to continue funding this initiative).

**APPENDICES:**

[1](#) CRC Operational Deed July 2022 to June 2023 - Final





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## Community Recycling Centre Operations Deed

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Between **Environment Protection Authority (ABN 43 692 285 758)  
(EPA)**

And

Community Recycling Centre Operator **[insert name of Council/Organisation that is the  
Community Recycling Centre (CRC) Operator and its ABN]**

And

Community Recycling Centre Operator's Partner Organisation **[insert name and ABN, delete if not applicable]**

For **Community Recycling Centre Operations**

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## Details

Item No.	Description	Details	
1.	Party 1: EPA	Name	NSW Environment Protection Authority
		Address	Level 2, 12 Darcy Street, Parramatta NSW 2150
		ABN	ABN 43 692 285 758
2.	EPA Nominated Officer (refer to clause 41 Notices)	Position	Unit Head, Community Recycling Unit
		Address	Locked Bag 5022, Parramatta, NSW 2124
		Telephone	9995 5555
		Email	recycling.centres@epa.nsw.gov.au
3.	Party 2: Community Recycling Centre (CRC) Operator ('You', 'Your')	Name	Click or tap here to enter text.
		Address	Click or tap here to enter text.
		ABN	Click or tap here to enter text.
		CRC Name/s	Click or tap here to enter text.
4.	CRC Operator's Nominated Officer (refer to clause 41 Notices)	Name	Click or tap here to enter text.
		Position	Click or tap here to enter text.
		Address	Click or tap here to enter text.
		Telephone	Click or tap here to enter text.
		Email	Click or tap here to enter text.
5.	CRC Operator's Nominated bank account (refer to clause 24.3)	Account name: Click or tap here to enter text. Financial institution: Click or tap here to enter text. BSB: Click or tap here to enter text. Account number: Click or tap here to enter text.	
6.	Program (refer to clause 2)	<p>The Program is the operation of a network of Community Recycling Centres (CRCs) across the State of NSW.</p> <p>The objective is for the CRCs to provide a means for NSW residential households to safely dispose of materials that:</p> <ul style="list-style-type: none"> <li>have the potential to be a hazard to the environment or to public health; or</li> <li>are problematic to safely collect and recycle or dispose of.</li> </ul> <p>CRCs are designed and operated to temporarily store household problem wastes (HPW) safely until they can be recycled or disposed of appropriately by the EPA.</p> <p>The materials being targeted by the EPA for collection at CRCs are:</p> <ul style="list-style-type: none"> <li>aerosols;</li> <li>batteries (including lead-acid automotive batteries and other types of batteries used by households);</li> <li>conventional tubes and compact fluorescent lamps, and other types;</li> <li>domestic gas cylinders (typically LPG, but also other types);</li> <li>paint (water-based, oil-based, and other paint types);</li> <li>smoke detectors; and</li> </ul>	

Item No.	Description	Details
		<ul style="list-style-type: none"> <li>waste oil (including motor oil and other types of oil).</li> </ul> <p>This Program is for NSW householders who are permitted to drop off their HPW materials to any CRC facility, regardless of the local government area (LGA) (or local council area) they reside in, unless otherwise approved by the EPA.</p> <p>The EPA administers and funds the collection and reprocessing of HPWs (except lead-acid automotive batteries and motor oil), as well as the following:</p> <ul style="list-style-type: none"> <li>provision of storage receptacles for HPW listed in Group A of Schedule B;</li> <li>training of operations staff on the safe handling of HPW;</li> <li>audits of collection contractor/s and CRCs or Innovative Solutions;</li> <li>Program branding;</li> <li>a reporting and data capture system (Drop Off); and</li> <li>items funded under the CRC Operations Fund.</li> </ul> <p><b>Notes for the Program:</b></p> <ol style="list-style-type: none"> <li>CRC Operators may collect other materials that are not listed as targeted HPW referred above and elsewhere in this Deed, but if they do so, that will be at the discretion and cost of the CRC Operator(s).</li> <li>Materials from commercial or business operators do not form part of this Program, and the EPA will not fund their collection and disposal.</li> </ol>
7.	<b>EPA CRC Operations Fund</b> (refer to clause 2)	<p>The CRC Operations Fund provides the following for CRCs established in accordance with an EPA approved concept design:</p> <ul style="list-style-type: none"> <li>CRC Signage – initial provision and replacement signage as required;</li> <li>One Electronic device per CRC – initial provision and upgrade to device every 3 years as required;</li> <li>A set of five Dangerous Goods storage cabinet/s – initial provision and replacement cabinet/s as required; and</li> <li>Spill kit – initial provision for CRC.</li> </ul>
8.	<b>Permitted Purpose</b> (refer to clause 2)	<p>Collection and temporary storage of targeted HPW for collection by the EPA.</p> <p><b>Notes for the Permitted Purpose:</b></p> <ol style="list-style-type: none"> <li>As noted above with the Notes for the Program, Materials collected in addition to the above HPW are at the discretion and cost of the CRC operator(s).</li> <li>The EPA will not fund the collection and disposal of materials from commercial or business operators.</li> </ol>
9.	<b>Term</b> (refer to clauses 2 and 3)	This Deed will commence from the date of execution and continues until 30 June 2023.
10.	<b>Insurances</b> (refer to clause 22)	Default applies.

## Background

- A. Under the Waste and Sustainable Materials Strategy 2014, (WASM) the NSW Government has committed a further \$66 Million for the next 5 years (2023-2027) to continue the Household Problem Waste (HPW) program. The HPW program comprises the Community Recycling Centre Program forming the subject of this Deed, and the Household Chemical Cleanout program.
- B. The Community Recycling Centre Program comprises a network of purpose built or upgraded waste collection facilities designed for householders to safely drop off HPW that has the potential to be a hazard to the environment or to public health. Generally operated by Councils, CRCs are designed and operated to temporarily store these materials safely until they can be recycled or disposed of appropriately. Meanwhile the Household Chemical Cleanout program facilitates the staging of pop-up events to enable householders to drop off low volume, high toxicity waste that is not suitable for drop off at CRCs (known as “by-catch” when collected at a CRC).
- C. The EPA oversees the CRC Program, implementing it alongside CRC Operators through instruments such as this Deed. This Deed outlines the Obligations of both Parties and any relevant Partners in implementing the Program.
- D. The EPA has agreed to provide the CRC Operations Fund to CRC Operators for the Program and the Permitted Purpose. In particular, the CRC Operations Fund is to be used for operational matters prescribed under the CRC Operations Fund at item 7 of the Details. You agree to use the CRC Operations Fund for the Program and Permitted Purpose, and on the terms and conditions of this Deed.
- E. Separate funding and administration instruments apply for the following, and do not form part of this Deed:
- a) Matters such as the construction of a CRC, upgrades to existing CRC facilities or Innovative Solutions for the collection of HPW. Funds for that grants program are administered through a separate Agreement.
  - b) Funding for CRC communication and education activities. This funding is provided by the EPA to regional groups of councils to promote CRCs within their regions. This funding is administered by the EPA under a separate CRC Regional Education Fund Deed.

## Operative Terms

### Interpretation

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#### 1. Interpretation

- 1.1 Unless the context requires otherwise, in this Deed:
- (a) where any time limit pursuant to this Deed falls on a day which is not a Business Day then the time limit will be deemed to have expired on the next Business Day;
  - (b) a reference to a statute, regulation, ordinance or by-law will be deemed to include a reference to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing same from time to time;
  - (c) the meaning of general words is not limited by specific examples introduced by “including” or “for example” or similar expressions;

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- (d) clause headings are for convenience only and do not affect interpretation;
  - (e) references to persons include bodies corporate, government agencies and vice versa;
  - (f) references to the Parties include references to respective directors, officers, and Personnel of the Parties;
  - (g) where an expression is defined, any other grammatical form of that expression has a corresponding meaning; and
  - (h) monetary references are references to Australian currency.
- 1.2 No term or provision of this Deed will be construed against a Party on the basis that the Deed or the term or provision in question was put forward or drafted by or on behalf of that Party.

## 2. Definitions

**Australian Accounting Standards** means the standards of that name made by the Australian Accounting Standards Board in accordance with section 334(1) of the *Corporations Act 2001* (Cth).

**Business Day** means any day other than a Saturday, Sunday or public holiday in New South Wales, Australia.

**By-catch** means household chemicals, which are generally of a more hazardous nature than targeted household problem waste (**HPWs**), not targeted or solicited to be received by the CRC Program, but that may be presented at CRCs in small quantities by householders.

**Change Request Form** means a written document, in substantially the form of the template at Schedule F, or such other form as advised by the EPA to You.

**Claim** means any cost, expense, Loss, damage, claim, action, proceeding or other liability (whether in contract, tort or otherwise), however arising and includes legal costs on a full indemnity basis.

**Commencement Date** means the date the Parties sign this Deed, or if this Deed is signed on different dates, the date of last execution.

**Community Recycling Centre** or CRC means the facility run by a CRC Operator where HPWs are dropped off by NSW householders.

**Confidential Information** of a Party means all trade secrets, financial information and other commercially or scientifically valuable information of whatever description and in whatever form (whether written or oral, visible or invisible) which:

- (a) is by its nature confidential;
- (b) has been designated as confidential by a Party;
- (c) is capable of protection at common law or equity as confidential information; or
- (d) is derived or produced partly from the information in paragraphs (a), (b) or (c) above,

but does not include information that:

- (e) is in the public domain; or
- (f) is independently known or developed by the Party receiving the information,

other than as a result of a breach of this Deed or any other obligation of confidentiality owed by or to any other person.

**Conflict of Interest** means a conflict of interest (whether personal, financial or otherwise) that You or Your Personnel have (whether proven or alleged) in respect of the Program or Permitted Purpose or this Deed (including any circumstances that may conflict with Your or Your Personnel's ability to carry out the obligations under this Deed fairly and independently and consistent with the EPA's objectives, functions and policies).

**Correctly Rendered Invoice** means an invoice that is correctly addressed and rendered in accordance with this Deed and includes:

- (a) the words "tax invoice" stated prominently;
- (b) Your name and ABN;
- (c) the EPA's name and address;
- (d) the date of issue of the invoice;
- (e) the title of this Deed;
- (f) the total amount payable; and
- (g) such other information as reasonably required by the EPA.

**CRC Operations Fund** means the funding administered by the EPA to CRC Operators as specified in item 7 of the Details.

**CRC Operator's Nominated Officer** means the person identified in item 4 of the Details or such other person as notified by You and approved by the EPA in writing.

**Deed** means this document and includes the Details, Operative Terms, Schedules and any attachments or other documents expressly incorporated into this Deed.

**Details** means the Deed details specified in the Details table on pages 3 and 4.

**Drop Off** means the online EPA reporting system for HPWs collected at CRCs.

**Eligible Entity** means an entity that meets all relevant EPA eligibility criteria for the CRC Operations Fund, including any eligibility criteria specified in Schedule A.

**EPA** means the NSW Environment Protection Authority (ABN 43 692 285 758) constituted under the *Protection of the Environment Administration Act 1991* (NSW).

**EPA Collection Contractor** means the Organisation/s contracted by the EPA to collect the household problem wastes (HPWs) from CRCs.

**EPA Nominated Officer** means the person identified in item [Error! Reference source not found.](#) of the Details or such other person as notified by the EPA to You in writing.

**Existing Materials** means any Material that is in existence at the Commencement Date or is subsequently brought into existence, other than as a result of the performance of the Permitted Purpose and Program as well as this Deed.



**Product Stewardship Scheme** means a scheme designed to manage specific materials in a way that reduces their impact, throughout their lifecycle, on the environment and human health. Also sometimes known as an Extended Producer Responsibility (**EPR**) Scheme.

**Force Majeure Event** means any of the following events or circumstances to the extent not within the reasonable control of the Party affected by it (**Affected Party**):

- (a) acts of God, including storms, cyclones, landslides, epidemics, earthquakes, floods, and other natural disasters;
- (b) strikes, stoppages, labour restraints and other industrial disturbances, except for those only affecting the Personnel of the Affected Party;
- (c) acts of the public enemy, including wars, blockades and insurrections; and
- (d) riots, malicious damage, sabotage, civil disturbance and acts of terrorism,

the incidence of which is not (or would not be reasonably expected to be) generally known to the Affected Party as at the Commencement Date and which the Affected Party is not reasonably able to prevent or overcome, or the effects of which the Affected Party is not reasonably able to predict and take measures to avoid, by the exercise of reasonable diligence and prudence.

**GST** means a tax, levy, duty, charge, or deduction imposed by the GST Law calculated by reference to the value of anything supplied but does not include any related additional tax, interest, penalty, fine, or other charge imposed in relation to the late or incorrect payment of GST.

**GST Law** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) related legislation and any delegated legislation made pursuant to such legislation.

**Householder** means a resident of NSW who is disposing of waste generated from the day-to-day operations of running a household.

**Input Tax Credit** Has the same meaning given to it in GST Law.

**Innovative Solutions** refers to the means of providing a Service other than a fixed CRC.

**Intellectual Property** includes:

- (a) all rights in relation to copyright, inventions, plant varieties, trade marks, designs, patents; and

all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields including know-how but does not include Moral Rights.

**Law** means any legally binding law, legislation, statute, act, regulation, subordinate legislation, rule, by-law, order, proclamation, decree, ordinance, directive or code which is enacted, issued or promulgated from time to time in any relevant jurisdiction (including the Commonwealth or any State or Territory government) and any applicable common law and rule or principle of equity.

**Loss** means any loss, damage, liability, cost (including all legal and other professional costs on a full indemnity basis), charge, expense, claim, outgoing, fine or payment of any nature or kind.

**Materials** means all materials, works, documents, information, and anything else that is the subject matter of Intellectual Property rights.

**Moral Rights** has the same meaning as in the *Copyright Act 1968* (Cth) and includes analogous moral rights existing elsewhere in the world.

**Notice or Notify** means any approvals, consents, instructions, orders, directions, statements, requests and certificates, or other communications that one Party is required to give, or gives, to another Party in writing under this Deed.

**Operative Terms** means clauses 1 to 42 to this Deed.

**Party** means each Party to this Deed as specified in item 1 and item 3 of the Details.

**Payment** means a payment as specified in Schedule A.

**Permitted Purpose** means carrying out the activity or actions to achieve the objectives or purpose(s) for the Program as specified in item 8 of the Details.

**Personal Information** means:

- (a) information or an opinion about an identified individual (that is, a natural person) or an individual who is reasonably identifiable whether the information or opinion is:
  - (i) true or not; and
  - (ii) recorded in a material form or not; and
- (b) information defined as such under applicable Privacy Laws.

**Personnel** means in relation to a Party, its employees, sub-contractors, agents, volunteers, executives and representatives.

**Privacy Laws** means all applicable privacy Laws, including:

- (a) the *Privacy Act 1988* (Cth);
- (b) the *Privacy and Personal Information Protection Act 1998* (NSW);
- (c) the *Health Records and Information Privacy Act 2002* (NSW);
- (d) any legislation (to the extent that such legislation applies to the EPA or You or any other recipient of Personal Information) from time to time in force in:
  - (i) any Australian jurisdiction (which includes the Commonwealth of Australia and any State or Territory of Australia); and
  - (ii) any other jurisdiction (to the extent that the EPA or any Personal Information or You is subject to the laws of that jurisdiction),
 affecting privacy or Personal Information, provided that You ensure that You comply at all times with the Privacy Laws applicable in New South Wales, Australia; and
- (e) any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued under any of the legislation referred to in paragraphs (a), (b), (c) and (d), as amended from time to time.

**Program** means the Program as described or referenced in item 6 of the Details.

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**Project Material** means any Material (other than Existing Materials):

- (a) developed or created by You or Your Personnel under this Deed, including as part of performing the activity or actions to achieve the objectives or purpose of the Program, including the Permitted Purpose; or
- (b) incorporated in, or supplied as part of, or for the purpose of, You or Your Personnel carrying out Your obligations under this Deed or performing the activity or actions to achieve the objectives or purpose of the Program, including the Permitted Purpose.

**Public Statement** has the meaning given to that term in clause 19.1.

**Resource Hub** means the website with standard promotional materials including The Household Problem Waste Style Guide located at <https://epa.metrographics.com.au/>.

**Schedule** means a schedule to this Deed comprising Schedules A to F, as amended from time to time.

**Service** in this Deed means acceptance of the targeted household problem wastes (**HPWs**) and CRC Operators' operations.

**Service Disruption** means a change to normal service delivery as a result of, but not limited to:

- (a) disruptions to waste collection from CRCs by EPA's collection contractor;
- (b) NSW Health Orders; and
- (c) disruptions to the operation of the CRC due to an incident or a set of circumstances such as a staff shortage.

**Targeted Household Problem Wastes (HPWs)** means those waste types listed under Group A and Group B in Schedule B.

**Term** means the term of this Deed as specified in item 9 of the Details.

**You/Your** means the CRC Operator specified at item 3 of the Details and partners specified in Schedule D.

## Term and Scope of CRC Operations Deed

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### 3. Term

- 3.1 This Deed will commence on the Commencement Date.
- 3.2 Unless terminated earlier, this Deed will end at the end of the term specified in item 9.

### 4. Giving effect to the Permitted Purpose and Program

- 4.1 The Parties acknowledge and agree that, as at the Commencement Date of this Deed, You are responsible for carrying out the actions or activities to achieve the Permitted Purpose and in furtherance of the Program.
- 4.2 The EPA will have no liability or responsibility with respect to the cost of carrying out the actions or activities and the costs incurred by You in discharging Your

responsibilities and performing Your obligations, under this Deed beyond the CRC Operations Fund.

## 5. Parties

### Relationship between the Parties

5.1 The Parties agree and acknowledge that:

- (a) The CRC Operator and its Partners are only authorised to perform and complete the activities and actions to provide the Service (that is part of the Permitted Purpose and for the Program) specified in this Deed and have no authority to enter into any legal obligations or arrangements on behalf of, or in the name of, the EPA;
- (b) Nothing contained in this Deed shall constitute the relationship of partnership, nor of employer and employee, nor of principal and agent, nor of representative of the other party nor of trustee and/or settlor, and that this also applies and holds true with respect to all; and

### Obligations of both Parties

5.2 Each Party agrees that it will notify the other Party as soon as it is reasonably practicable to do so of any situation, matter or event or thing of which the party becomes aware, in relation to the Deed, that:

- (a) may give rise to any loss or liability on the part of the other Party; or
- (b) may give rise to any person bringing a claim for loss or injury against the Party or the other Party; or
- (c) may delay, impede or impact on the performance of the Service, including participation in any Product Stewardship Schemes.

5.3 Each Party warrants that:

- (a) it has the authority to enter into and perform its obligations under the Deed;
- (b) it has the ability to perform its obligations under the Deed; and
- (c) it is authorised by all necessary government and other agencies and authorities to perform its obligations under the Deed.

## EPA's Obligations

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### 6. EPA's General Obligations

6.1 The EPA will administer the CRC Operations Fund from the execution date of this Deed to 30 June 2023 in accordance with Schedule A. These payments are subject to You meeting the requirements specified in Schedule A and meeting all Your obligations under this Deed.

6.2 The EPA will review all plans and designs for the CRC prior to construction and, if necessary, post construction. This is to confirm that these plans and designs comply with the CRC Operations and Management Handbook and, if applicable, the conditions of the *Environmental Trust CRC Infrastructure Grant*. The EPA will also review and advise on the final setup of the CRC during the commissioning phase.

6.3 The EPA will provide advice to CRC Operators about changes, if any, to operations to meet the requirements of new product stewardship schemes.

## **7. CRC Operations**

7.1 The EPA will provide You with the latest version of the CRC Operations and Management Handbook to guide the operation and safe handling of household problem wastes (HPW). The CRC Operations and Management Handbook may be amended by the EPA during the Term of this Deed. In this instance, the EPA will notify You and make a revised copy available.

7.2 The EPA will arrange for the provision of initial and refresher CRC Operations' training to meet ongoing training needs for staff at CRCs, at a frequency determined by the EPA.

## **8. Storage and collection of waste**

8.1 The EPA will organise and fund appropriate storage receptacles for the targeted household problem wastes listed in Group A in Schedule B and specialised dangerous goods cabinets for segregation and safe storage of unsolicited by-catch (as specified in Schedule A) for the Term of the Deed. These will be provided by the EPA Collection Contractor appointed to service the CRC.

8.2 The EPA will manage and maintain an online reporting system for the collection and monitoring of CRC waste.

8.3 The EPA will establish, administer and fund the collection and recycling and/or disposal of Group A target materials as listed in Schedule B, and reasonable quantities of unsolicited by-catch materials.

8.4 The EPA will organise collection of the waste in the Group A target materials (as set out in Schedule B) as soon as practicable based on the reported remaining capacity of receptacles on the relevant CRC site (as notified by You as required by clauses 13.720).

## **9. Quality Assurance**

9.1 The EPA will organise and fund independent audits to assess CRC Operator compliance with the CRC Operations and Management Handbook and the Service.

9.2 The EPA will organise and fund independent audits to assess compliance with EPA Collection Contractor(s) contractual arrangements.

9.3 From time to time, the EPA may request information from you in the form of a survey regarding CRC Operations.

## **10. Publications, Publicity and Promotional Material**

10.1 The EPA will provide artwork for standard signage and other standard promotional materials to ensure common branding.

10.2 The EPA will provide access to the Resource Hub where CRC Operators can access the Household Problem Waste style guide and other promotional materials.

10.3 The EPA will review all publicity material submitted to the EPA prior to publishing or release as required by clause 19.6 and provide feedback and/or approval.

## Your Obligations - CRC Operations

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### 11. Your General Obligations

- 11.1 As a CRC Operator You must manage and operate your CRC and provide the Service in accordance with any agreements (including deeds), licences, and conditions herein, including, but not limited to, any reasonable directions given by the EPA from time to time.
- 11.2 You must not engage in any fraud in relation to this Deed (including the use of the CRC Operations Fund). The EPA or its nominee may investigate any fraud in relation to this Deed. You must co-operate and provide assistance to the EPA or its nominee in connection with any such investigation.

### 12. CRC Operations

- 12.1 You must at all times comply with the NSW and Commonwealth Law applicable to the operation of your CRC, including all relevant provisions of the *Protection of the Environment Operations Act 1997* (NSW).
- 12.2 You must manage and operate the CRC in accordance with the Operations and Management Handbook, as amended from time to time by the EPA.
- 12.3 In the event of any amendment to the CRC Operations and Management Handbook, You must implement changes in accordance with applicable timeframes advised by EPA.
- 12.4 You must maintain opening times on weekends and/or during week days as agreed in Schedule C of this Deed, subject to changes agreed between the Parties as a result of the form in Schedule F (Deed Change Request Form).
- 12.5 You must provide staff to operate the CRC.
- 12.6 You must ensure staff operating the CRC have received CRC Operations training.
- 12.7 You must ensure the CRC is clean and tidy with all materials contained as required by the standards outlined in the CRC Operations and Management Handbook.
- 12.8 You must allow unlimited access to the CRC during normal operating hours to:
- (i) EPA officers;
  - (ii) EPA Collection Contractor(s); and
  - (iii) EPA appointed Auditors,
- or as otherwise agreed.

### 13. Collection of waste

- 13.1 You must collect target HPW listed in Group A of Schedule B for collection and recycling or disposal by the EPA.
- 13.2 You must collect target HPW listed in Group B of Schedule B and arrange for these materials to be recycled by a registered recycler.

- 13.3 You may collect and recycle or dispose of other materials listed in Group C of Schedule B. You must advise the EPA if additional materials are to be collected at the CRC and update Schedule B.
- 13.4 You must accept target HPWs free of charge (Group A and Group B of Schedule B). The charging for receipt of Group C materials is at Your discretion and cost.
- 13.5 You must not solicit or promote acceptance of by-catch at Your CRC for collection and processing under the Program.
- 13.6 You must adopt a rigid system that keeps separate household problem wastes (HPWs) from commercial or trade wastes, except where paint is collected at Paintback sites. The EPA will only pay for the collection and reprocessing of the targeted household problem wastes (HPWs) detailed in Group A of Schedule B to this Deed.
- 13.7 In the likelihood that a waste type listed under Group A of Schedule B may exceed the capacity of receptacles at the CRC, You must contact the EPA via e-mail to [recycling.centres@epa.nsw.gov.au](mailto:recycling.centres@epa.nsw.gov.au) as soon as possible.
- 13.8 You must comply with the responsibilities of a consigner/loader of Dangerous Goods before the EPA Collection Contractor leaves the centre to transport the problem wastes.
- 13.9 Where practicable, you must participate in Product Stewardship Schemes (or Extended Producer Responsibility Schemes) for the targeted HPWs listed in Group A of Schedule B to enable HPW funding to be directed back into the HPW Program for the targeting of additional HPWs.
- 13.10 Where practicable, you must participate in any trial programs proposed by the EPA and participate in the review of the trial.
- 14. Ownership of the material collected /placed at the CRC**
- 14.1 On receipt of the material at the site entrance or weighbridge for Your CRC facility, You become the owner of the material until it is collected by the EPA Collection Contractor.
- 14.2 In the case of an Innovative Solution, on receipt of the material by a mobile collection vehicle or similar, You become the owner of the material until it is collected by the EPA Collection Contractor.
- 15. Incident Management**
- 15.1 You must prepare a Risk Management Plan and Emergency Plan as detailed in the CRC Operations and Management Handbook. You must maintain an appropriate and functional spill kit for use at the CRC.
- 15.2 You must maintain appropriate and functional Dangerous Goods storage cabinets and notify the EPA in accordance with Schedule A if these items require replacement.
- 16. Quality Assurance**
- 16.1 You must provide any information reasonably requested by the EPA to verify the satisfactory operation of the CRC or provision of the Service.
- 16.2 You must, at all reasonable times and upon reasonable notice, allow EPA officers and their agents (Auditors) access to Your premises, and make available records in order for the EPA to discuss, review and assess the operation of Your CRC and Your delivery of the Service.

16.3 Where an audit of Your CRC has been undertaken, You must implement all recommendations specified in the audit report.

**17. Partner Organisations**

17.1 The EPA acknowledges that you may have chosen to establish a partnership arrangement with the other local councils in order to provide a CRC Service. The EPA also acknowledges that you may also choose to provide the Service or host the CRC in partnership with, or on the property of, other organisations such as charities or non-government organisations (NGOs). For the purpose of this Deed, such other councils, charities or NGOs that are directly involved with the operation of the CRC or provision of the Service, are referred to as “Partners” or “Partner Organisations” as relevant.

17.2 In the instance where organisations, such as other councils, charities, or NGOs are a Partner or a Partner Organisation directly involved with the operation of the CRC or provision of the Service, each Partner or Partner Organisation must be a party to this Deed.

17.3 In the instance where the Partner or Partner Organisation is a regional group of councils, their collective commitments to abiding Your obligations in this Deed (to the extent relevant and applicable) are to be confirmed by way of a letter signed by the Regional Group.

17.4 In the instance where the Partner is not a local council, the commitment to abiding Your obligations in this Deed (to the extent relevant and applicable) are to be confirmed by way of a letter from that organisation’s Chief Executive Officer or officer holding the equivalent delegation and authority to bind that organisation. That letter is to be appended to Schedule D of this Deed

17.5 The role and commitments of each Partner or Partner Organisation under this Deed, particularly where they meet clauses 17.1 and 17.2, must be detailed in Schedule D.

**18. Engagement of Contractors**

18.1 The EPA acknowledges that you may engage a third party in the operation of the CRC and provision of the Service. All such third parties must be listed in Schedule E.

18.2 The engagement of a third party does not relieve You from any liabilities or obligations under this Deed.

18.3 You will be liable to the EPA for any acts, defaults and neglects of any third party as fully as if they were acts, defaults or neglects by You.

18.4 You must ensure that any third party engaged under this Deed complies with all Your obligations within this Deed.

**19. Acknowledgements, Publications, Publicity and Promotional Material**

19.1 You must grant the EPA permission to promote the Community Recycling Centre and the Service in its publicity and promotional material including, but not limited to, photos, case studies, service materials, media releases, articles, mail out advertising and speeches produced in the course of, or related to, the Program (**Public Statement**). The EPA will consult with You on the content of such material if deemed necessary.

19.2 You must provide a link to the EPA Community Recycling Centre website from Your website.



- 19.3 You must use the EPA's Community Recycling Centre communication materials and signage in accordance with the EPA 'Household Problem Waste Style Guide', as updated from time to time. Any new materials and resources developed must also meet the requirements set out in the EPA Household Problem Waste Style Guide'.
- 19.4 You must acknowledge the NSW Government's contribution on all signs, publications, externally distributed reports, websites and publicity material relating to the Program.
- 19.5 As per clause 19.4, when acknowledging the NSW Government's contribution or support of the Program You must use the appropriate logos and acknowledgement statements in compliance with the following (as applicable):
- (a) the Household Problem Waste style guide available at <https://epa.metrographics.com.au/>. Your username and password can be retrieved by emailing [recycling.centres@epa.nsw.gov.au](mailto:recycling.centres@epa.nsw.gov.au);
  - (b) such other brand guidelines as notified by the EPA to You.
- 19.6 For all new communication materials and resources that refer to or promote the Program, You must obtain prior written approval from the EPA for the content and /or design. Approval must be obtained by emailing [recycling.centres@epa.nsw.gov.au](mailto:recycling.centres@epa.nsw.gov.au).
- 19.7 You must seek prior written consent from the EPA before making any Public Statement or holding any official events in relation to Your CRC.
- 19.8 You must issue an invitation to an EPA representative to any launch or public event associated with Your CRC and, where they are able to attend, they are acknowledged as official guests. Where practicable, they should be afforded the courtesy of publicly addressing the event.
- 20. Reporting Requirements**
- 20.1 You must utilise Drop Off to record waste data for Group A of Schedule B, including but not limited to:
- (a) the current quantity of materials stored;
  - (b) collections undertaken by the EPA Collection Contractor; and
  - (c) other input screens as prescribed in the CRC Operations and Management Handbook.
- 20.2 You must ensure the quantity of materials held at Your CRC is up to date within Drop Off weekly by COB Monday at the latest, unless otherwise agreed with the EPA.
- 20.3 The requirement in clause 20.2 does not preclude the updating of Drop Off more frequently to assist with status monitoring and collection scheduling, such as:
- (a) when full receptacles are moved to back of house (in Your CRC) and replaced with empty receptacles; and
  - (b) when hazardous materials are loaded into the safety by-catch cabinets; and
  - (c) when targeted Household Problem Wastes are collected by a Contractor, including the appointed EPA Collection Contractor and any others who service the CRC.
- 20.4 You must utilise Drop Off to record waste data for Group B of Schedule B after materials are collected from the CRC.

20.5 You must prepare and submit an annual online CRC Report communicated by the EPA by 31 July of each year, unless otherwise advised by the EPA.

## 21. Work Health and Safety

21.1 You must (and must ensure that Your Personnel, including Partners and Partner Organisations) comply at all times with relevant:

- (a) Laws with respect to work health, safety and security (including in relation to COVID-19); and
- (b) operating procedures and safe work procedures the CRC Operator develops for the purpose of operating the CRC; and
- (c) policies and reasonable directions of the EPA in respect of the above mentioned matters.

21.2 You must comply with all relevant laws and regulations in regards to the management of dangerous goods and the *Work Health and Safety Act 2011* in relation to risk management.

21.3 You must maintain personal protective equipment (**PPE**) including but not limited to first aid kits, PPE provisions, spill kits and equipment, and other consumables at Your own cost.

21.4 At any time on request by the EPA (including prior to any of Your Personnel visiting, working or controlling work on a location in relation to the Permitted Purpose or the Program or this Deed), You must promptly provide evidence of Your and Your Personnel's compliance with this clause 21.

21.5 You acknowledge and agree (and must procure that any subcontractor and agent acknowledges and agrees) that the EPA is excluded from all liability arising out of or in connection with this clause 21, whether in contract, tort (including negligence), statute or any other cause of action.

21.6 You release (and must procure that each subcontractor and agent releases) the EPA from any Claim arising out of or in connection with this clause 21.

## Your Obligations – Managing Risk

### 22. Insurance

22.1 You must maintain:

- (a) for the Term, a broad form public liability policy of insurance to the value of at least \$20 million in respect of each occurrence (or such other amount specified in item 10 of the Details);
- (b) unless otherwise specified in the Key Details, for the Term and a period of seven years thereafter, professional indemnity insurance to the value of at least \$5 million in respect of each occurrence and in the aggregate (or such other amount specified in item 10 of the Details);
- (c) for the Term, workers' compensation insurance as required by all relevant Laws;
- (d) any insurances specified in item 10 for the period and for the amount specified in item 10 of the Details; and

(e) all other insurances that a prudent entity would have and hold having regard to the Permitted Purpose, Service, Program and the obligations under this Deed.

- 22.2 You must not do, permit or suffer any act, matter or thing or omission whereby any of the policies referred to in this clause 22 may be vitiated, rendered void or voidable.
- 22.3 On request by the EPA, You must promptly provide the EPA with a copy of valid and current certificates of currency for the policies described above.
- 22.4 You warrant and represent that You have and will maintain all necessary insurances as required by this clause 22.122.

### **23. Indemnities**

- 23.1 You must indemnify and keep indemnified the EPA and its officers and Personnel from and against any Loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by, or made against, any of those indemnified arising directly or indirectly as a result of or in connection with:
- (a) the CRC Operations Fund;
  - (b) Your failure to use and manage the CRC Operations Fund for the Permitted Purpose and in accordance with this Deed (including any breach of clause 12);
  - (c) any unlawful, fraudulent or negligent act or omission by You or Your Personnel in connection with this Deed;
  - (d) any illness, injury or death of any person You or Your Personnel cause or contribute to, in connection with this Deed;
  - (e) any Loss or damage to real or personal property You or Your Personnel cause or contribute to, in connection with this Deed;
  - (f) infringement of the Intellectual Property rights of the EPA or any third party; or
  - (g) any breach of confidence or privacy.
- 23.2 The EPA expressly disclaims all liability for any loss of profit, loss of business opportunity or goodwill, any claims for damages or any indirect or consequential losses suffered by you howsoever arising in respect of any circumstances under or in relation to this Deed.
- 23.3 Your liability to indemnify the EPA under this clause 23 will be reduced proportionately to the extent that any negligent or unlawful act or omission by the EPA or its Personnel contributed to the relevant Loss or liability.
- 23.4 Your liability to indemnify the EPA under this Deed does not exclude or reduce the liability of, or benefit to, a Party that may arise by operation of the common law, statute or the other terms of this Deed.
- 23.5 The indemnities in this Deed are continuing obligations, independent from Your other obligations under this Deed and continue after this Deed ends.

## CRC Operations Fund

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### 24. Payment

- 24.1 Subject to the other provisions of this Deed, the EPA will provide funding under the CRC Operations Fund to You providing:
- (a) You remain an Eligible Entity;
  - (b) Your request for funding meets the eligibility requirements specified in Schedule A;
  - (c) Your application for funding is accompanied by the relevant documentation specified in Schedule A.
- 24.2 Subject to clause 24.1 above, the EPA will pay a Correctly Rendered Invoice that is issued in accordance with this Deed within 14 days of receipt. All invoices/requests for payment must reference the name of the CRC as listed in Schedule C.
- 24.3 If payment is required by EFT, you must provide bank account details (BSB Number, Account Name & Account Number) with the tax invoice. If this information is not provided, payment will be made to Your nominated bank account as specified in item 5 of the Details.

### 25. GST

- 25.1 Unless otherwise indicated, all consideration for any supply under this Deed is exclusive of any GST imposed in relation to the supply.
- 25.2 If:
- (a) despite any other provision of this Deed, GST is imposed on a supply You make to the EPA under this Deed; and
  - (b) the EPA is, or will be, entitled to receive an input tax credit (as defined in the GST Law) in relation to that supply,
- the EPA will pay You an additional amount equal to the GST imposed on that supply, at the time and in the manner payment is otherwise payable under this Deed in relation to that supply.
- 25.3 If You are not registered under the GST Law You will not be entitled to receive any additional amount as provided under this clause 6.
- 25.4 If for any reason the EPA pays You an amount under this clause 6 which is more than the GST imposed on the supply, You must repay the excess to the EPA on demand or the EPA may set off the excess against any other amounts due to You under this Deed.

## Managing Information and Project Material

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### 26. Confidential Information

- 26.1 Each Party must maintain the confidentiality of all Confidential Information it receives from the other Party, including the amount of the CRC Operations Fund, except in accordance with clause 19 (Acknowledgements, Publications, Publicity and Promotional Material) or as otherwise agreed in writing between the Parties.

- 26.2 The obligations on the Parties under clause 26.1 will not be taken to have been breached if that Confidential Information is:
- (a) disclosed by a Party to its legal and other professional advisers, auditors, related bodies corporate, contractors, relevant joint venture partners and/or clients, consultants or Personnel in order to comply with obligations, or to exercise rights, under this Deed, provided they are, in Your case, required by agreement with You to maintain the confidentiality of the Confidential Information as required by clause 26.1;
  - (b) disclosed to a Party's internal management Personnel to enable effective management or auditing of Deed-related activities;
  - (c) disclosed by the EPA to a Minister of the Crown in right of the State of New South Wales;
  - (d) disclosed by the EPA in response to a resolution of a House of the Parliament of New South Wales calling for the production of the information;
  - (e) disclosed by the EPA to an agency or instrumentality of the State of New South Wales, where reasonably necessary for the exercise of public official functions of that agency or instrumentality; or
  - (f) authorised or required by Law or under this Deed to be disclosed.

## 27. Privacy

- 27.1 The EPA collects and manages Personal Information in accordance with all relevant Laws, including the *Privacy and Personal Information Protection Act 1998* (NSW).
- 27.2 If You or Your Personnel are provided with, obtains access to, or collects any Personal Information in connection with this Deed (including any actions to comply with the Permitted Purpose, Service or Program), You must:
- (a) ensure that Personal Information is used only for the purposes of this Deed and is protected against loss, unauthorised access, use, modification and disclosure and against other misuse;
  - (b) not disclose any Personal Information without the written consent of:
    - (i) the individual to whom the Personal Information relates; or
    - (ii) the EPA,
 unless otherwise required or authorised by Law;
  - (c) comply with all relevant Privacy Laws when doing any act or engaging in any practice in relation to Personal Information as if You were an agency directly subject to those Privacy Laws;
  - (d) not transfer the Personal Information outside New South Wales, Australia or access it, or allow it to be accessed, from outside New South Wales, Australia unless agreed to by the EPA in writing;
  - (e) immediately Notify the EPA upon becoming aware of any privacy breach or breach of this clause 27;
  - (f) Notify the EPA as soon as reasonably possible if You are approached by any privacy commissioner or government authority concerning any Personal Information; and

- (g) include equivalent requirements regarding Personal Information (including this clause 27) in any subcontract entered into for the provision of any of the Program or other obligations under this Deed.

27.3 Nothing in this clause 27 limits or excludes Your obligations at Law in relation to privacy and the protection of Personal Information.

27.4 Without limiting the EPA's Intellectual Property rights under this Deed, the EPA may publish in any forum the title, a description and outcomes of the Program.

## **28. Disclosure of Information**

28.1 You acknowledge and agree that information contained in, or provided under, this Deed may be used or disclosed by the EPA where required or authorised by Law or for public governance or reporting purposes, including to:

- (a) meet any accountability requirements in relation to the expenditure of the CRC Operations Fund; and
- (b) comply with the *Government Information (Public Access) Act 2009* (NSW) (**GIPA Act**).

28.2 You must, at Your sole cost, co-operate with the EPA in respect of any use or disclosure in accordance with clause 28.1.

28.3 Without limiting any other provision of this clause 28, You:

- (a) authorise the EPA to make information concerning You available to other government agencies for any purpose in connection with facilitating the EPA's exercise of its rights under this Deed or the carrying out, or exercise, of the functions or powers of the EPA or the Crown in right of the State of NSW. Such information may include any information provided by You to the EPA and any information relating to Your performance under this Deed;
- (b) acknowledge that information about You from any source, including substantiated reports of unsatisfactory performance, or any conduct including, any civil and/or criminal or alleged criminal conduct, by any officers or associates of You or a related body corporate may be taken into account by government agencies considering whether to offer You future grants for example or other future opportunities, for assessing the terms of their own contracts (or proposed contracts) with You or any other third party, for governance or reporting purposes or for any other reasonable business or government purposes;
- (c) agree that the communication of such information to any government agency is a communication falling within section 30 of the *Defamation Act 2005* (NSW); and
- (d) release and indemnify the EPA and the State of New South Wales from and against any Claim in respect of any matter arising out of such communications, including the use of such information by the recipient.

## **29. Intellectual Property**

29.1 Nothing in this Deed affects the Intellectual Property rights of the Parties in relation to Existing Materials.

29.2 For the Term, the EPA grants to You a non-exclusive, revocable and royalty-free licence to use the EPA's Existing Materials for the Permitted Purpose.

- 29.3 You grant to, or must procure for, the EPA a perpetual, irrevocable, royalty-free, worldwide, non-exclusive licence (including a right to sublicense) to use, reproduce, communicate and adapt Your Existing Materials for any one or more of the following purposes:
- (a) the EPA exercising or enforcing its rights at Law and under this Deed;
  - (b) the EPA or any other government agency administering, monitoring, reporting on, publicising and evaluating the Program or the CRC Operations Fund;
  - (c) the performance of audits in relation to the Program and the CRC Operations Fund;
  - (d) the EPA carrying out tasks or activities to meet the Program objectives;
  - (e) the EPA or any other government agency discharging their regulatory, inspection or statutory functions or responsibilities; and
  - (f) such other purposes as set out in the Special Conditions.
- 29.4 Intellectual Property in all Project Material vests in You, unless otherwise stated.
- 29.5 Where Project Materials vests in You, You grant to, or must procure for, the EPA a perpetual, transferable, royalty-free, worldwide, non-exclusive licence (including a right to sublicense) to use, reproduce, communicate, and adapt the Project Materials for any one or more of the following purposes:
- (a) the EPA exercising or enforcing its rights at Law and under this Deed;
  - (b) the EPA or any other government agency administering, monitoring, reporting on, publicising and evaluating the Program or the CRC Operations Fund;
  - (c) the performance of audits in relation to the Program and the CRC Operations Fund;
  - (d) the EPA carrying out tasks or activities to meet the Program objectives;
  - (e) the EPA or any other government agency discharging their regulatory, inspection or statutory functions or responsibilities; and
  - (f) such other purposes as set out in the Special Conditions.
- 29.6 Where the Special Conditions states that Project Material will be owned by the EPA, the EPA grants to You for the Term a non-exclusive, revocable, royalty-free licence to use the Project Materials for the Permitted Purpose.
- 29.7 Before providing any Materials (including Existing Material and Project Material) to the EPA, You must obtain all necessary consents from all authors to any act or omission that would otherwise infringe their Moral Rights.
- 29.8 Without limitation, the consent provided under clause 29.7 must be consistent with the EPA being able to conduct any act it is licensed or authorised to conduct under this Deed.
- 29.9 Before providing any Materials to the EPA, You must:
- (a) ensure that You procure all applicable rights, licences and other authorisations to enable the EPA to obtain the Intellectual Property rights and licences pursuant to this Deed; and

- (b) otherwise not use any such Intellectual Property in connection with this Deed.

## Governance

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### 30. Impartiality

- 30.1 You acknowledge that:
- (a) the EPA must at all times be able to carry out its functions fully and impartially; and
  - (b) the funding relationship will not influence the EPA's exercise of its statutory functions and responsibilities or any regulatory and inspection functions in relation to You.
- 30.2 You and Your Personnel must not state or imply that the EPA endorses You or Your Personnel or any of Your products or services.

### 31. Conflict of Interest

- 31.1 You must immediately Notify the EPA if any actual, potential or perceived Conflict of Interest arises.
- 31.2 You must not carry on, or be involved in any capacity in, an activity or business, which may create a Conflict of Interest or adversely affect the EPA's reputation or Your ability to carry out Your obligations under this Deed. You must:
- (a) immediately Notify the EPA in writing if such a matter arises; and
  - (b) take any such steps the EPA reasonably requires to deal with the matter.

### 32. Warranties

- 32.1 You warrant that, at the date of this Deed:
- (a) You are an Eligible Entity;
  - (b) You have all requisite legal and corporate power to enter into and execute this Deed;
  - (c) You have taken all action necessary for the authorisation, execution and delivery of this Deed;
  - (d) You enter into this Deed based on Your own investigations, interpretations, deductions, information and determinations; and
  - (e) You are not aware of any of the following:
    - (i) an actual, potential and/or perceived Conflict of Interest; or
    - (ii) circumstances arising in connection with this Deed that may limit the ability of the EPA to carry out its functions fully and impartially.
- 32.2 You must provide immediate Notice to the EPA if You become aware that any of the warranties provided under this clause 32 are false or misleading.



**33. Relevant Changes**

- 33.1 You must immediately Notify the EPA if any of the following occur (or are proposed to occur):
- (a) there is a change to Your structure, management or operations; or
  - (b) where applicable, a change to Your ownership or Constitution, which could reasonably be expected to:
    - (c) affect Your eligibility for the CRC Operations Fund or have an adverse impact on Your ability to comply with Your obligations under this Deed; or
    - (d) adversely affect the reputation or good standing of the EPA or the State of New South Wales.
- 33.2 Without limiting the EPA's other rights at Law and under this Deed, the EPA may by Notice to You terminate this Deed or reduce its scope pursuant to clause 36.1(n) if You fail to comply with this clause or if any of the events referenced in clause 33.1 occur.

**Variation and Termination****34. Variation**

- 34.1 This Deed may only be varied by agreement in writing of the Parties. Except for changes under clause 34.2 below, such agreement is to be by a deed of variation signed by the Parties confirming the agreed variation.
- 34.2 If You propose to change the nature or scope of the Permitted Purpose for this Deed, You must complete and submit to the EPA's Nominated Officer a Change Request Form (Schedule F) that sets out the details of:
- (a) the proposed change;
  - (b) the reasons for the proposed change; and
  - (c) how the proposed change will affect the Permitted Purpose, including any of the items in Schedule A.
- 34.3 The EPA may impose additional conditions when considering a Change Request Form.
- 34.4 If the EPA approves the proposed change, the:
- (a) Parties must promptly execute the Change Request Form; and
  - (b) the change will come into effect from the date of execution of the Change Request Form (unless otherwise agreed between the Parties in the relevant Change Request Form).
- 34.5 No change is binding on either Party and You must not take any action to implement any change, until the relevant Change Request Form is properly executed by both parties in accordance with clause 34.4.
- 35. Termination or reduction without Cause**
- 35.1 The EPA may, at its sole discretion, terminate this Deed or reduce its scope without cause upon the giving of 30 days' Notice to You.

- 35.2 If the EPA terminates or reduces the scope of this Deed under clause 35.1, the EPA will only be liable for:
- (a) the costs properly incurred in connection with this Deed before the effective date of termination or reduction in scope (as applicable); and
  - (b) the reasonable costs incurred by You and directly attributable to the termination or reduction in scope (as applicable).
- 36. Termination or reduction with Cause**
- 36.1 The EPA may terminate this Deed or reduce its scope by Notice, with effect on the date stated in the Notice, if:
- (a) You breach a provision of this Deed that is capable of remedy, and do not remedy that breach within 30 days of receiving a Notice to do so;
  - (b) You breach a provision of this Deed that is incapable of remedy;
  - (c) You are no longer an Eligible Entity;
  - (d) You cease to carry out the Permitted Purpose;
  - (e) the EPA considers the Program is no longer viable;
  - (f) You have provided misleading or incorrect information as part of the application for the CRC Operations Fund or as part of this Deed;
  - (g) You use the CRC Operations Fund for purposes other than the Permitted Purpose or You misuse the CRC Operations Fund;
  - (h) the EPA considers that there has been a material change in circumstances in Your financial position or Your identity;
  - (i) You become, during the Term or within 12 months prior to its Commencement Date, subject to regulatory action in relation to compliance with any environmental laws, including requirements under those laws including licences;
  - (j) the EPA forms the reasonable opinion that You (or Your directors or Personnel) have acted in a way that adversely affects the reputation or good standing of the EPA or the State of New South Wales;
  - (k) You breach clause 31 or the EPA forms the reasonable opinion that there is a Conflict of Interest;
  - (l) to the extent applicable, You become insolvent, are the subject of a debtors or creditors petition under the *Bankruptcy Act 1966*, resolve to go into administration or liquidation, or if a summons for Your winding up is presented to a court or You enter into any scheme of arrangement with Your creditors, to the extent there is no prohibition at Law in respect of such termination or reduction in scope;
  - (m) You breach the Law or engage in any fraudulent activity in relation to this Deed; or
  - (n) clause 33 or clause 38.4 applies.
- 36.2 This clause 36 does not exclude or reduce the rights of a Party to terminate the Deed arising by operation of the common law or statute or the other terms of this Deed.

**37. Consequences of Termination**

- 37.1 On termination or expiry of this Deed:
- (a) accrued rights and obligations are not affected;
  - (b) subject to clause 42, each Party is released from its obligations under this Deed other than as expressly provided for in this Deed;
  - (c) each Party retains the rights it has against the other Party in connection with any breach or Claim that has arisen before termination; and
  - (d) You must (unless otherwise directed by the EPA in writing):
    - (i) remove all signage and branding from the CRC and Your website;
    - (ii) arrange for the return of any Dangerous Goods cabinets provided to the CRC by the EPA within 28 Business Days.

**38. Force Majeure Event**

- 38.1 Subject to clauses 38.2 and 38.3, non-performance as a result of a Force Majeure Event by a Party of any obligation required by this Deed to be performed by it will, during the time, and to the sole extent, that such performance is prevented, wholly or in part, by that Force Majeure Event:
- (a) be excused; and
  - (b) not give rise to any liability to the other Party for any Losses arising out of, or in any way connected with, that non-performance.
- 38.2 A Party which is, by reason of a Force Majeure Event, unable to perform any obligation required by this Deed to be performed will:
- (a) Notify the other Party as soon as possible giving:
    - (i) full particulars of the event or circumstance of the Force Majeure Event;
    - (ii) the date of commencement of the Force Majeure Event and an estimate of the period of time required to enable it to resume full performance of its obligations where these particulars are available at the time of the Force Majeure Event Notice; and
    - (iii) where possible, the means proposed to be adopted to remedy or abate the Force Majeure Event;
  - (b) use reasonable means to remedy or abate the Force Majeure Event as expeditiously as possible;
  - (c) resume performance as expeditiously as possible after termination of the Force Majeure Event or after the Force Majeure Event has abated to an extent which permits resumption of performance;
  - (d) Notify the other Party when the Force Majeure Event has terminated or abated to an extent which permits resumption of performance to occur; and
  - (e) Notify the other Party when resumption of performance will occur.

- 38.3 A Force Majeure Event affecting a Party's performance under this Deed will not relieve that Party of liability in the event, and to the extent that:
- (a) its negligence or breach of this Deed (which was not caused by the Force Majeure Event) caused or contributed to its failure to perform under this Deed; or
  - (b) it failed to use all reasonable endeavours to remedy the situation and to remove the event or circumstances giving rise to the Force Majeure Event.
- 38.4 If a Force Majeure Event prevents or inhibits Your performance of the Program or other obligations under this Deed for 40 days or more, then the EPA may, at its sole discretion, elect to terminate this Deed by giving Notice pursuant to clause 36.1(n).
- 39. Service Disruption**
- 39.1 A Party which is unable to perform any obligation required by this Deed to be performed will:
- (a) Notify the other Party as soon as possible giving:
    - (i) full particulars of the circumstances of the Service Disruption
    - (ii) the date of commencement of the Service Disruption and an estimate of the period of time required to resume full performance of its obligations where these particulars are available at the time of Notifying the Service Disruption; and
    - (iii) where possible, the means proposed to be adopted to remedy or abate the Service Disruption;
  - (b) use reasonable means to remedy or abate the Service Disruption to resume Service as expeditiously as possible;
  - (c) Notify the other Party when the Service Disruption has terminated or abated to an extent which permits resumption of Service to occur; and
  - (d) Notify the other Party when resumption of Service will occur.
- 39.2 Notification of Service Disruption to the EPA must be made in writing by emailing [recycling.centres@epa.nsw.gov.au](mailto:recycling.centres@epa.nsw.gov.au) and in urgent circumstances by phone to the Nominated Officer identified in item 2 of the Details.
- 39.3 Notification of Service disruption to the CRC Operator will be made in writing or in urgent circumstances by phone to the EPA Nominated Officer identified in item 4 of the Details.
- 39.4 In the event of Service disruption the Parties will update their respective websites to indicate any temporary changes to services, where appropriate.
- 39.5 In the event of Service disruption at the CRC, the CRC operator will notify the EPA and the EPA Collection Contractor.

## Dispute Resolution

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### 40. Dispute Resolution

- 40.1 If a dispute arises in relation to this Deed (**Dispute**), the Parties must comply with the procedure in this clause 40 before starting legal proceedings in relation to the Dispute, except proceedings for urgent interlocutory relief.
- 40.2 A Party claiming that a Dispute has arisen must Notify the other Party in writing giving details of the Dispute (**Dispute Notice**).
- 40.3 Following receipt of a Dispute Notice, each Party must refer the Dispute to a senior representative, who:
- (a) does not have prior direct involvement in the Dispute; and
  - (b) has authority to negotiate and settle the Dispute.
- 40.4 If the Dispute is not resolved within 10 Business Days from the receipt of the Dispute Notice, or such extended period as the Parties may agree in writing before the expiration of the 10 Business Days, the Party which gave the Dispute Notice under clause 40.2 must refer the Dispute for mediation by the Australian Disputes Centre Limited (**ADC**) in accordance with the mediation rules of the ADC or such other forum or rules as agreed between the Parties in writing.
- 40.5 If the Dispute is not resolved within 40 Business Days after becoming entitled to refer the Dispute to mediation pursuant to clause 40.4 (or such extended period as the Parties may agree in writing) either Party may commence any other form of dispute resolution (including initiating proceedings in court).
- 40.6 Each Party must pay its own costs of complying with this clause 40 and split the costs of the mediator evenly.
- 40.7 Despite the existence of a Dispute, You must continue to comply with Your obligations under this Deed.

## Other Legal Matters and Administration

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### 41. Notices

- 41.1 Unless otherwise stated in this Deed, all Notices to be given under this Deed must be in writing, and hand-delivered, posted or emailed to the relevant Party's Nominated Officer at the contact details specified in the Details or as otherwise notified by the Party in writing.
- 41.2 A Notice will be deemed to have been received as follows:
- (a) if hand delivered, on the day on which it is delivered or left at the relevant address;
  - (b) if sent by post within Australia, on the fifth Business Day after the day on which it is posted;
  - (c) if sent by post outside Australia, on the seventh Business Day after the day on which it is posted;

- (d) if sent by email before 5:00pm on a Business Day, the first of the following occurring:
  - (i) when the sender receives a message (whether automated or otherwise) confirming or acknowledging delivery; or
  - (ii) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not be delivered; and
- (e) if sent by email after 5:00pm on a Business Day or on a day that is not a Business Day, then it will be deemed to be received on the next Business Day, unless the sender receives an automated message that the email has not been delivered.

41.3 Any such mode of service will be in all respects valid notwithstanding that the Party on whom service is affected may be in liquidation, bankruptcy or wound up and notwithstanding any other matter or event whatsoever.

## **42. General**

### **42.1 Survival**

The following clauses survive termination or expiry of this Deed:

- (a) Clause 19 Acknowledgments, Publications, Publicity and Promotional Material;
- (b) Clause 20 Reporting Requirements;
- (c) Clause 22 Insurance (to the extent it relates to insurance obligations that continue beyond the Term);
- (d) Clause 23 Indemnities;
- (e) Clause 26 Confidential Information;
- (f) Clause 27 Privacy;
- (g) Clause 29 Intellectual Property;
- (h) Clause 37 Consequences of Termination;
- (i) Clause 40 Dispute Resolution; and
- (j) this clause 42 and any other clause which by its nature is intended to survive this Deed.

### **42.2 Remedies Cumulative**

The rights and remedies provided in this Deed are in addition to other rights and remedies given by Law independently of this Deed.

### **42.3 Entire Deed**

This Deed states all the express terms agreed by the Parties as to the matters referred to in this Deed. It supersedes all prior contracts, obligations, representations, conduct and understandings between the Parties relating to the subject matter of this Deed.

**42.4 Deed Documents and Inconsistency**

This Deed comprises the documents set out below:

- (a) the Details and Schedule A; then
- (b) the Special Conditions (if any); then
- (c) the Operative Terms; then
- (d) the other Schedules; then
- (e) any attachments; then
- (f) any other document expressly incorporated into this Deed.

If there is any inconsistency between any of the above Deed documents, then the document listed higher in the list will prevail over the document listed lower in the list to the extent of such inconsistency.

**42.5 Negation of employment, partnership or agency**

- (a) This Deed does not create a relationship of agency, partnership, and/or employment between the Parties.
- (b) You must not represent yourself as being an employee or agent of the EPA or as otherwise able to bind or represent the EPA.

**42.6 Waiver**

- (a) If a Party fails to exercise any of its rights under this Deed, or delays exercising those rights, that failure or delay will not operate as a waiver of those rights or any future rights or in any respect stop a Party from relying on the terms of this Deed to their full force and effect.
- (b) Any waiver by a Party of a breach of this Deed must be in writing and will not be construed as a waiver of any further breach of the same or any other provision.

**42.7 Assignment:** You must not assign or novate Your obligations or interests under this Deed, without the prior written consent of the EPA.**42.8 Counterparts:** This Deed may be signed in any number of counterparts which taken together will constitute one instrument.**42.9 Governing Law:** The laws of New South Wales govern this Deed and the Parties submit to the non-exclusive jurisdiction of the courts in that State.

## Executed as a deed

### EPA

Signed, sealed and delivered for and on behalf of the Environment Protection Authority by its authorised signatory but not so as to incur personal liability:

Signature of authorised signatory

Signature of witness

Full name of authorised signatory

Full name of witness

Role of authorised signatory

Date

Date

### CRC Operator

Signed, sealed and delivered for and on behalf of the **[CRC Operator that is also a Local Council]** ABN **[Insert ABN]** by the authorised delegate pursuant to section 377 of the *Local Government Act 1993* (NSW):

Signature of authorised delegate

Signature of witness

Full name of authorised delegate

Full name of company secretary/director

Date

Date



### Partner Organisation to CRC Operator

Executed by **[Insert name of Partner Organisation to CRC Operator that is a company entity]** ABN **[Insert ABN]** in accordance with section 127 of the *Corporations Act 2001* (Cth):

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of company secretary/director

\_\_\_\_\_  
Full name of director

\_\_\_\_\_  
Full name of company secretary/director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Please return executed Deed to:

**Unit Head**  
**Community Recycling Centre Unit**  
**NSW Environment Protection Authority**  
**[Locked Bag 5022](#) PARRAMATTA NSW 2124**

*The CRC Operator should keep a copy of the executed Deed.*

## Schedule A – CRC Operations Fund

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The Community Recycling Centre Operations Fund provides for the purchase of specific items to ensure the safe and efficient operation of Community Recycling Centres for the management of Household Problem Waste.

### A. Items funded under the CRC Operations Fund

#### 1. Signage

- 1.1 The EPA will provide funding for the following CRC signage at the time of establishment of the CRC:
  - a) Entry gate signage;
  - b) Directional signage;
  - c) Shed sign;
  - d) Material signs; and
  - e) Illegal dumping and funding acknowledgement signs.
- 1.2 Initial site signage will be funded to a maximum value of \$10,000 per CRC.
- 1.3 The EPA recognises that there may be circumstances in which signage requires replacement, including but not limited to:
  - a) signage is damaged;
  - b) general wear and tear has resulted in signage that is substandard and reflects poorly on the Program;
  - c) signage no longer reflects current CRC branding; and
  - d) signage no longer reflects site conditions or is inaccurate.
- 1.4 Replacement signage will be funded to a maximum value of \$10,000 per CRC during the Term of this Deed.
- 1.5 All signage must meet the following specifications to be considered for funding:
  - a) fit for purpose and an appropriate size;
  - b) in compliance with Household Problem Waste Style Guide and Community Recycling Centres Operations and Management Handbook ;
  - c) printed on longer life 7 year and a 10 year anti-graffiti vinyl or laminate mounted on alupanel, unless otherwise agreed; and
  - d) approved by the Community Recycling Unit of the EPA.

#### 2. Electronic device

- 2.1 The EPA will provide funding for the purchase of an electronic device and protective cover for use at the CRC to facilitate reporting to Drop Off.

- 2.2 This device will be funded up to a maximum amount of \$1,500 per CRC at the time of CRC establishment.
- 2.3 The EPA recognises that there may be circumstances in which the electronic device requires replacement, including but not limited to the following:
- a) Device is damaged or has ceased to operate; and
  - b) Device is outdated and requires upgrading (the EPA considers this to be appropriate once the device is over 3 years old).
- Note:** The CRC Operations Fund does not cover replacement of devices that have been lost or stolen.
- 2.4 Replacement electronic devices will be funded to a maximum value of \$1,500 per device.
- 2.5 All electronic devices must meet the following specifications to be considered for funding:
- a) Device is compatible with Drop Off database;
  - b) Device facilitates convenient, timely and accurate updates to Drop Off by being lightweight, easy to use and with a large screen (9.7 inch screen or larger);
  - c) Device has mobile data capability included + Wi-Fi connectivity;
  - d) Device has an internet browser such as Edge or Chrome installed; and
  - e) If the device is of a portable nature, a protective cover is also purchased for the device.
- Note:** The CRC Operator is responsible for all mobile data costs, hardware support and warranty support.
- 2.6 The CRC Operator is deemed to be the owner of the electronic device.

### 3. Dangerous Goods Cabinet

- 3.1 The EPA will provide a set of five dangerous goods cabinets for use at the CRC for the segregation and safe storage of any by-catch received at the CRC.
- 3.2 These cabinets; one each for corrosive acids, corrosive alkali, flammable liquids, oxidising agents and toxics, will be provided to the CRC at the time of CRC establishment.
- 3.3 The EPA recognises that there may be circumstances in which cabinets require replacement, including but not limited to:
- a) a cabinet is damaged (e.g. by exposure, vehicular impact, fire, malicious activity); and
  - b) The existing cabinets are not suitable for site conditions.
- 3.4 In the event that a replacement cabinet is required, the EPA will facilitate the repair or purchase and delivery of the cabinet/s to the CRC.

### 4. Spill Kit

- 4.1 The EPA will provide a spill kit for use at the CRC at the time of CRC establishment. Replacement spill kits will not be funded.

**B. Process for applying for initial items at time of CRC establishment**

- 5.1 To be eligible to receive funding for signage, you must be a local council or a state control entity and the CRC must be, or must have been, established in accordance with an EPA approved concept design as per clause 6.2 of this Deed.
- 5.2 To facilitate the provision of initial items under the CRC Operations Fund, contact the EPA at [recycling.centres@epa.nsw.gov.au](mailto:recycling.centres@epa.nsw.gov.au) and provide the following:
- a) Demonstration that the proposed signage meets the requirements specified in section 1 of this Schedule A;
  - b) Quote for signage;
  - c) Demonstration that the proposed electronic device meets the requirements specified in section 2 of this Schedule A; and
  - d) Quote for purchase of electronic device.
- 5.3 On receipt of the above information, the EPA will notify you of its decision to fund within 7 days.
- 5.4 You are required to purchase the signage and electronic device and then seek reimbursement from the EPA to the value of the item/s purchased (within the amounts specified in sections 1 and 2 in this Schedule A). This is to ensure the goods have been received and found to be in good condition. You must then submit:
- e) A copy of the supplier's invoice
- 5.5 If your application is approved, Payment will be made as per clause 24 of this Deed.
- 5.6 The EPA will provide a set of five Dangerous Goods cabinets and a spill kit for each CRC at the time of establishment – please advise when the CRC is ready to receive these items by e-mailing the EPA at [recycling.centres@epa.nsw.gov.au](mailto:recycling.centres@epa.nsw.gov.au)

**C. Process for applying for funding for replacement items**

- 6.1 To be eligible for replacement items, you must apply in writing to the EPA at [recycling.centres@epa.nsw.gov.au](mailto:recycling.centres@epa.nsw.gov.au). With the exception of the dangerous goods cabinet, you are required to purchase the replacement items and then seek reimbursement from the EPA.
- 6.2 You must provide the following information:
- a) Circumstances in which replacement item is required i.e. the item is no longer fit for purpose, has become damaged due to an incident, is not working etc;
  - b) If seeking replacement signage or an electronic device, provide a quote that demonstrates that the replacement item meets the specifications for signs and electronic devices as outlined in this Schedule A;
  - c) If you need to modify the artwork for replacement signage you must seek EPA approval; and
  - d) Type of Dangerous Goods cabinet required.
- 6.3 On receipt of written application, the EPA will consider the application and notify you of its decision to fund within 7 days you must then submit:

- e) a copy of the supplier's invoice
- 6.4 If your application for replacement signage or device is approved, Payment will be made as per clause 24 of this Deed.
- 6.5 If your application for cabinet repair/replacement is approved, the EPA will arrange for the repair or replacement cabinets to be delivered to the CRC. The EPA may also exchange cabinets if required.

## Schedule B – Materials Accepted at CRC

### Group A: Target HPW - collection and disposal by EPA

1. Aerosols
2. Fluorescent tubes including CFLs and incandescent bulbs
3. Household batteries
4. Gas cylinders and fire extinguishers
5. Oil (other than Motor oil)
6. Oil based paint (and other paint)
7. Smoke detectors
8. Water based paint

### Group B: Target HPW – collection and recycling/disposal by CRC Operator

1. Motor Oil
2. Lead acid batteries (including car batteries)

### Group C: Optional materials – recycling or disposal by CRC Operator

Please detail other materials the Operator intends to accept here:

Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

### Schedule C – General CRC Operational Information

CRC Name	Click or tap here to enter text.
CRC Physical Address	Click or tap here to enter text.
Geographic coordinates of CRC (if still in development)	Longitude: Click or tap here to enter text. Latitude: Click or tap here to enter text.
Map indicating boundary of CRC (in context of surrounding uses)	This map is to be appended to this Schedule C
Description of CRC Premises (Site)	Click or tap here to enter text.
Opening Hours	Click or tap here to enter text.
Primary CRC contact	Click or tap here to enter text.
Additional CRC staff (name, position, responsibilities)	Click or tap here to enter text.
Contact for Drop off updates	Click or tap here to enter text.
Council website page address/ URL (for linking with EPA website)	Click or tap here to enter text.
Confirmation that Procedures as required by CRC Operations Management Handbook are in place	<input type="checkbox"/> Risk Assessment and Management Plan <input type="checkbox"/> Operating Procedures <input type="checkbox"/> Safe Work Method Statements <input type="checkbox"/> Emergency Response Plan <b>or</b> <input type="checkbox"/> Pollution Incident Response Management Plan <input type="checkbox"/> Other/s: Click or tap here to enter text.
Environment Protection Licence/s relating to CRC Site (if applicable)	Click or tap here to enter text.

## Schedule D – Role and Commitments of Partners or Partner Organisations

There are no other Partners or Partner Organisations in the operation of this Community Recycling Centre (CRC).

OR

The following Partners or Partner Organisations contribute to the operation of [Click or tap here to enter text](#). CRC :

Partner 1 name	<a href="#">Click or tap here to enter text.</a>
Contact details	<a href="#">Click or tap here to enter text.</a>
Role	<a href="#">Click or tap here to enter text.</a>
Commitments	<a href="#">Click or tap here to enter text.</a>

Partner 2 name	<a href="#">Click or tap here to enter text.</a>
Contact details	<a href="#">Click or tap here to enter text.</a>
Role	<a href="#">Click or tap here to enter text.</a>
Commitments	<a href="#">Click or tap here to enter text.</a>

Please note: As per clause 17, where the Partner is a regional group of councils, the commitments are to be confirmed by way of a letter signed for that regional group in accordance with clause 17.3. Where the Partner is not a local council, the commitments are to be confirmed by way of a letter from the organisation's Chief Executive Officer or equivalent in line with clause 17.4. Either or letter is to be appended to this Schedule D.



### Schedule E – Third Parties Involved in the Delivery of the Service

There are no third parties involved in the delivery of the Service.

OR

The following third parties are engaged in delivery of the Service:

Third party name	Click or tap here to enter text.
Contact details	Click or tap here to enter text.
Activities	Click or tap here to enter text.

Third party name	Click or tap here to enter text.
Contact details	Click or tap here to enter text.
Activities	Click or tap here to enter text.

Third party name	Click or tap here to enter text.
Contact details	Click or tap here to enter text.
Activities	Click or tap here to enter text.

## Schedule F – Deed Change Request Form

Change request number	<i>[Number the change request form to assist with tracking changes and administrating the Deed.]</i> Click or tap here to enter text.
Deed name and reference	<i>[Insert a reference to the applicable Deed name and, if applicable, any Deed reference number.]</i> Click or tap here to enter text.
Details of the change	<i>[Insert a sufficiently detailed description of the proposed change.]</i> Click or tap here to enter text.
Reasons for the change	<i>[Insert reasons for the proposed change.]</i> Click or tap here to enter text.
Impact of the change	<i>[Describe how the proposed change will affect the Approved Project, including any Activities and relevant Activity Completion Dates.]</i> Click or tap here to enter text.
Activity Completion Dates and timeframes	<i>[List any proposed new or amended Activity Completion Dates or other timeframes.]</i> Click or tap here to enter text.
Other matters	<i>[List any other matters that are relevant to the proposed change.]</i> Click or tap here to enter text.

<b>CRC Operator (You)</b>	
Full name	Click or tap here to enter text.
Position	Click or tap here to enter text.
Signature	Click or tap here to enter text.
Date	Click or tap here to enter text.

<b>EPA</b>	
Full name	Click or tap here to enter text.
Position	Click or tap here to enter text.
Signature	Click or tap here to enter text.
Date	Click or tap here to enter text.



## REPORT: Draft Planning Proposal Policy

**DIVISION:** Development and Environment  
**REPORT DATE:** 28 July 2022  
**TRIM REFERENCE:** ID22/1169

### EXECUTIVE SUMMARY

Purpose	Seek endorsement	Adopt a policy
<b>Issue</b>	<ul style="list-style-type: none"> <li>Council adopted a Planning Proposal Policy at its Development and Environment Committee Meeting on 8 February 2021. The Policy provides guidance to the community on the application of Council's tiered fee structure for the assessment of a Planning Proposal.</li> <li>The NSW Government Department of Planning and Environment (DPE) released a new Local Environmental Plan Making Guideline (Guideline) in December 2021 which established new procedures for assessing a Planning Proposal.</li> <li>The Planning Proposal Policy is being updated in response to the DPE LEP Guideline and the Council fees and charges adopted for the 2022/2023 financial year.</li> </ul>	
<b>Reasoning</b>	<ul style="list-style-type: none"> <li>Environmental Planning and Assessment Act, 1979</li> <li>NSW Government Department of Planning and Environment – Local Environmental Plan Making Guideline, December 2021</li> </ul>	
<b>Financial Implications</b>	Budget Area	There are no financial implications arising from this report. Council's forward budget estimates were based on one Planning Proposal being lodged per financial year
<b>Policy Implications</b>	Policy Title	Planning Proposal Policy
	Impact on Policy	The fee structure and timing of payments will be updated in response to the fees and charges adopted for the 2022/2023 financial year

### STRATEGIC DIRECTION

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

Theme: 4 Leadership  
 CSP Objective: 4.1 Council provides transparent, fair and accountable leadership and governance  
 Delivery Program Strategy: 4.1.1 Council encourages and facilitates two-way

communication with and between stakeholders and the community

Theme:	4 Leadership
CSP Objective:	4.1 Council provides transparent, fair and accountable leadership and governance
Delivery Program Strategy:	4.1.4 Statutory requirements are met and services are provided in a cost-effective and timely manner

## RECOMMENDATION

1. That the draft Planning Proposal Policy (attached in Appendix 1) be adopted for the purposes of public exhibition.
2. That the draft Planning Proposal Policy be placed on public exhibition for a minimum of 28 days.
3. That following completion of public exhibition, a further report be presented to Council for consideration, addressing the outcomes of public exhibition.

*Stephen Wallace*  
Director Development and Environment

*TH*  
Team Leader Growth  
Planning Projects

## BACKGROUND

### 1. Previous Resolutions of Council

8 February 2021 Development and Environment Committee	<ol style="list-style-type: none"> <li>1. That the draft Planning Proposal Policy, as attached to the report of the Manager Growth Planning as Appendix 1, be adopted.</li> <li>2. That an advertisement be placed in local print media advising of the adoption of the Policy.</li> </ol>
27 June 2022	<p><i>In part</i></p> <ol style="list-style-type: none"> <li>2. That the...draft 2022/2023 Fees and Charges (as amended and attached in Appendix 6)...be adopted and commence operation on 1 July 2022.</li> </ol>

### 2. What is a Planning Proposal?

A Planning Proposal is a document that explains the intended effect of, and justification for, a proposed amendment to the Dubbo Regional Local Environmental Plan 2022. A Planning Proposal can be prepared by a proponent, however, they must be endorsed by Council and the NSW Government Department of Planning and Environment (DPE) in order to take effect. This process must be undertaken in accordance with Division 3.4 of the Environmental Planning and Assessment Act 1979.

The six key stages related to the making of, or amendment to, a Local Environmental Plan (LEP) are:

- Stage 1 – Pre-lodgement;
  - Council and the proponent identify key strategic frameworks, environmental site constraints, infrastructure requirements, further technical study requirements, and whether the proposal has strategic merit and should proceed to lodgement.
- Stage 2 – Lodgement and assessment;
  - Council reviews and assesses the Planning Proposal and decides whether to support it and submit to DPE for a Gateway determination, or not support it.
- Stage 3 – Gateway determination;
  - DPE reviews the Planning Proposal and determines whether it should proceed to public exhibition and any conditions that need to be satisfied before the LEP is made.
- Stage 4 – Post Gateway;
  - The Gateway determination may identify the need to undertake additional studies, amend the Planning Proposal, or consult with government agencies prior to public exhibition.
- Stage 5 – Public exhibition and assessment;
  - Council consults with the community and government agencies (as required), and reviews the Planning Proposal to address submissions and conditions of the Gateway determination.

- Stage 6 – Finalisation;
  - Council and DPE draft the LEP and arrange for it to be notified on the NSW Legislation website and come into effect.

### 3. Updated DPE LEP making guidelines

The DPE released an updated LEP Making Guideline in December 2021. This guideline recommends (but does not mandate) pre-lodgement meetings be undertaken with proponents and relevant government agencies, and a scoping report be prepared so that the Planning Proposal can be easily understood by all parties.

The scoping report should include:

- a summarised scope and intended objectives of the proposal;
- identification of key issues/matters that need to be addressed by the Planning Proposal;
- a brief justification as to why the proposal has strategic merit;
- identification of site-specific considerations, key supporting studies and relevant local and regional plans; and
- identification of agencies and authorities that may need to be consulted.

As the result of the changes imposed by the State Government, a review of Council's fee structure for Planning Proposals was undertaken. Review of the current Planning Proposal policy is now required.

## REPORT

Given the additional work required in the pre-lodgement phase, Council modified the Planning Proposal fee structure for the 2022/2023 financial year to incorporate payments for pre-lodgement, lodgement and assessment, and final assessment and gazettal. Pre-lodgement was not previously undertaken, and payments were only required for lodgement and assessment, and final assessment and gazettal.

Early engagement in the Planning Proposal process provides the proponent with an opportunity to present and discuss their proposal and obtain Council's advice prior to lodgement. This can identify whether the proposal has strategic merit and resolve planning issues upfront to enable a streamlined LEP making process.

The draft Planning Proposal Policy (attached in **Appendix 1**) has been updated to reflect the new fee structure and requirement to undertake pre-lodgement meetings.

The draft updated Policy includes the following sections:

- (a) Purpose, background and related legislation

The draft Policy identifies the six key stages related to the making of, or amendment to, a LEP, and references the requirements of the NSW Department of Planning and Environment's

“Local Environmental Plan Making Guideline – December 2021”. This document provides valuable guidance and information on the planning proposal process and should be read in conjunction with the draft Planning Proposal Policy.

(b) Fee structure and timing of payment

The fee structure varies depending on the complexity of a Planning Proposal, and comprises of three separate payments. Payment 1 is to be made at pre-lodgement and prior to the release of the scoping report (Stage 1), Payment 2 is to be made upon lodgement of the Planning Proposal (Stage 2), and Payment 3 is to be made following the issue of a positive Gateway Determination from DPE (prior to commencing Stage 4).

The fees applicable to the 2022/2023 financial year are as follows:

Minor Planning Proposal	Payment 1	\$3,000
<i>Amendment of an administrative or</i>	Payment 2	\$10,000
<i>“housekeeping” nature</i>	Payment 3	\$5,000
	<b>Total</b>	<b>\$18,000</b>
Standard Planning Proposal	Payment 1	\$6,000
<i>Amendment altering the zoning and/or minimum</i>	Payment 2	\$20,000
<i>lot size of land, creation of an additional permitted</i>	Payment 3	\$14,000
<i>use, or amendment to the principal development</i>	<b>Total</b>	<b>\$40,000</b>
<i>standards of the LEP</i>		
Complex Planning Proposal	Payment 1	\$10,000
<i>Amendment not directly aligned with the Local</i>	Payment 2	\$35,000
<i>Strategic Planning Statement of other local land</i>	Payment 3	\$14,000
<i>use strategy</i>	<b>Total</b>	<b>\$59,000</b>

(c) Planning Proposal categories (minor, standard and complex)

The following Planning Proposal categories are used to determine the appropriate fee:

A *minor* Planning Proposal request consists of an amendment that:

- Corrects an administrative error;
- Addresses a few minor “housekeeping” amendments; or
- Is an Expedited amendment in accordance with Division 3.4 of the Environmental Planning and Assessment Act, 1979.

A *standard* Planning Proposal request would require additional resources to assess the greater number of planning considerations presented to Council. A standard Planning Proposal request consists of an amendment that:

- Changes the land use zone and/or minimum lot size of an area;
- Relates to the addition of a permissible land use and/or any condition arrangements under Schedule 1 of the LEP; or
- Alters the principal development standards of the LEP.

A *complex* Planning Proposal request may not directly align with the strategic direction of the existing Local Strategic Planning Statement or other local land use strategy, however, this request may offer alternative opportunities for the Local Government Area. A complex Planning Proposal request consists of an amendment that:

- Changes the land use zone and/or minimum lot size of an area, addition of a permissible land use, or principal development standards of the LEP, which would result in a significant increase in demand for supporting infrastructure and infrastructure funding; or
- Any other amendment/s not categorised as a minor or standard Planning Proposal.

The Planning Proposal category will be confirmed at the pre-lodgement meeting

(d) Additional considerations

The draft Policy includes information that an applicant may be liable for additional costs involved in the preparation of supporting technical studies. In addition, the Policy also contains information advising that lodgement of a Planning Proposal request does not guarantee an amendment to a Local Environmental Plan.

### Consultation

The draft Planning Proposal Policy will be placed on public exhibition for a minimum of 28 days. Following completion of the public exhibition, a further report will be provided to Council for consideration, including any submissions provided.

An email was sent to relevant development stakeholders during public exhibition of the draft budget and fees/charges advising them of the revised fee structure. Council received no submissions in respect of the Planning Proposal fees.

### Resourcing Implications

It is considered that there are no additional resourcing implications associated with the draft Policy. The requirements included in the draft Policy are regular activities associated with Council's consideration of a Planning Proposal in accordance with legislation.

The operating revenue in the table below was included in Council's forward budget estimates and is based on one completed Planning Proposal plus another at the pre-lodgement stage. However, it can be difficult to predict operating revenue as this is based on the individual requirements of a proponent. There may be scenarios where Council receives multiple or no Planning Proposals in any one financial year.



Total Financial Implications	Current year (\$)	Current year + 1 (\$)	Current year + 2 (\$)	Current year + 3 (\$)	Current year + 4 (\$)	Ongoing (\$)
a. Operating revenue	-50,000	-50,000	-50,000	-50,000	-50,000	-50,000
b. Operating expenses	50,000	50,000	50,000	50,000	50,000	50,000
<b>c. Operating budget impact (a – b)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
d. Capital Expenditure	0	0	0	0	0	0
<b>e. Total net impact (c – d)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Does the proposal require ongoing funding?			No			
What is the source of this funding?			Lodgement and assessment fees			

**Table 1.** Ongoing Financial Implications

**APPENDICES:**

[1](#) Draft Planning Proposal Policy



## Planning Proposal Policy

**Date** July 2022

**Council Resolution Date**

**Clause Number**

**Responsible Position** Manager Growth Planning  
**Branch** Growth Planning  
**Division** Development and Environment  
**Version** 4  
**TRIM Reference Number**  
**Review Period** 2 years  
**Review Date** End of Financial Year  
**Consultation**

Document Revision History	
Description	Date
Version 3 – Incorporating a tiered fee structure with 2 payment milestones	8 February 2021
Version 4 – Incorporating a tiered fee structure with 3 payment milestones, and changes to definitions (minor, major, complex)	

## POLICY

### PURPOSE

The purpose of this Policy is to provide guidance to landowners, developers and the community on the application of Council's three-tiered fee structure for the assessment of a Planning Proposal request. The Policy aims to ensure that the application of the fee structure is delivered in a clear and transparent manner which can be easily interpreted and understood.

### BACKGROUND AND RELATED LEGISLATION

A Planning Proposal is a document that explains the intended effect of, and justification for, a proposed amendment to the Local Environmental Plan (LEP). A Planning Proposal can be prepared by an applicant, however they must be endorsed by Council and the NSW Government Department of Planning and Environment (DPE) in order to take effect. This process must be undertaken in accordance with Division 3.4 of the Environmental Planning and Assessment Act 1979.

This Policy should be read in conjunction with:

- Environmental Planning and Assessment Act 1979
- DPE's "Local Environmental Plan Making Guideline – December 2021".

Council, on 27 June 2022, adopted the fees and charges for the 2022/2023 financial year. The document included a revised fee structure for the preparation of an amendment to a local environmental plan as requested by a developer.

### SCOPE

This Policy applies to any owner-led planning proposal request lodged with Council which seeks to amend the Dubbo Regional Local Environmental Plan 2022.

### POLICY

#### 1. Stages in the planning proposal

The six key stages related to the making of an LEP are:

- Stage 1 – Pre-lodgement
- Stage 2 – Lodgement and assessment
- Stage 3 – Gateway determination
- Stage 4 – Post Gateway
- Stage 5 – Public exhibition and assessment
- Stage 6 – Finalisation

Pre-lodgement is not a legislative requirement, however Council requires it to be undertaken.

## 2. Fee structure and timing of payment

Council plays a key role in the assessment and processing of Planning Proposal requests. To cover the costs associated with the assessment and processing of a planning proposal request, Council has adopted a new tiered fee structure.

Each fee comprises of three separate payments. Payment 1 is to be made at pre-lodgement and prior to the release of the scoping report (stage 1), Payment 2 is to be made upon lodgement of the planning proposal (stage 2), and payment 3 is to be made following the issue of a positive Gateway Determination from DPE (prior to commencing Stage 4).

A copy of the LEP making process is provided in **Attachment 1**.

## 3. Planning Proposal categories

A prelodgement meeting with Council will confirm the Planning Proposal category.

The fee structure varies depending on the complexity of a Planning Proposal. The following Planning Proposal categories are used to determine the appropriate fee:

### i) Minor Planning Proposal

A minor Planning Proposal request consists of an amendment that:

- Corrects an administrative error
- Is a “housekeeping” amendment. A housekeeping amendment is an amendment with the intent of correcting minor errors or inconsistencies, including spelling, mapping, labelling or administrative errors which do not alter planning controls or principal development standards
- Is an expedited amendment in accordance with Division 3.4 of the Environmental Planning and Assessment Act 1979
- Relates to the classification or reclassification of land where the Governor’s approval is not required

### ii) Standard Planning Proposal

A standard Planning Proposal request consists of an amendment that:

- Changes the land use zone and/or minimum lot size of an area
- Relates to the addition of a permissible land use and/or any conditional arrangements under Schedule 1 of the LEP
- Alters the principal development standards of the LEP
- Relates to the classification or reclassification of public land through the LEP

A standard Planning Proposal request may require additional resources to assess the greater number of planning considerations presented to Council. A standard Planning Proposal request must clearly demonstrate strategic merit by giving effect to the Dubbo Regional Local Strategic Planning Statement or other local land use strategy.

iii) Complex Planning Proposal

A complex Planning Proposal request consists of an amendment that:

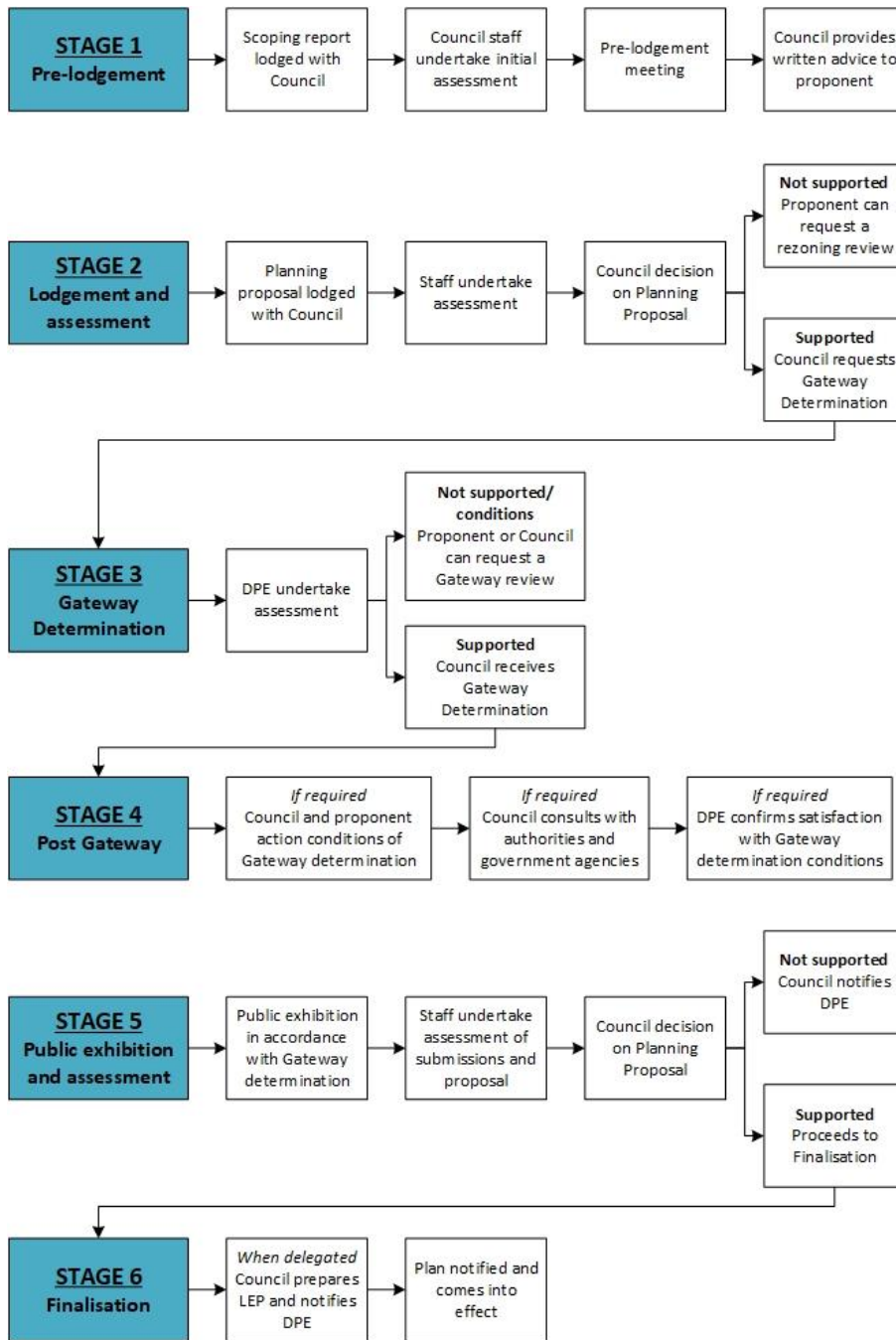
- Changes the land use zone and/or minimum lot size of an area, addition of a permissible land use, or principal development standards of the LEP, which would result in a significant increase in demand for supporting infrastructure and/or infrastructure funding
- Any other amendment/s not categories as a minor or standard Planning Proposal

A complex planning proposal request may not directly align with the strategic direction of the existing Local Strategic Planning Statement or other local land use strategy, however, this request may offer alternative opportunities for the Local Government Area. This type of request would require Council to prioritise a concurrent review of relevant strategic land use plans.

**4. Additional considerations**

The Applicant is liable for all costs associated with preparing a Planning Proposal request, including any technical study that may be required to support this request. It should be noted that lodgement of a Planning Proposal request with Council does not guarantee that the request will result in an amendment to an LEP.

Attachment 1 – Local Environmental Plan Making Process





DUBBO REGIONAL  
COUNCIL

## REPORT: Proposed Horse Warning Signs - Merrilea Road Dubbo

**DIVISION:** Infrastructure  
**REPORT DATE:** 4 August 2022  
**TRIM REFERENCE:** ID22/1610

### EXECUTIVE SUMMARY

Purpose	Seek endorsement	Provide review or update
<b>Issue</b>	<ul style="list-style-type: none"> <li>For some time now, there have been road safety concerns raised within the Merrilea Road corridor environment associated with the Dubbo Turf Club, horse access and training activity, and interaction with traffic in Merrilea Road.</li> </ul>	
<b>Reasoning</b>	<ul style="list-style-type: none"> <li>In more recent times, it has been documented that there is an increase in the road safety risk to horses and trainers as a consequence of vehicle speed, increase in traffic and non-compliance with the posted speed limit in Merrilea Road. Concurrence is sought for the introduction of flashing lights and horse warning signs in Merrilea Road.</li> </ul>	
<b>Financial Implications</b>	Budget Area	There are no financial implications arising from this report.
	Funding Source	The cost for the supply, installation and ongoing maintenance of the flashing lights and warning signs will be the responsibility of the Dubbo Turf Club.
<b>Policy Implications</b>	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: 2.1 The road transportation network is safe, convenient and efficient

Delivery Program Strategy: 2.1.1 Traffic management facilities enhance the safety and efficiency of the road network

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

### RECOMMENDATION TO THE LOCAL TRAFFIC COMMITTEE

That Council approval be granted to the Dubbo Turf Club for the installation of flashing lights and horse warning signs in Merrilea Road, subject to:

- a. The Dubbo Turf Club being responsible for all costs associated with the supply, installation and ongoing maintenance of the flashing lights and signs.
- b. The signs shall be solar powered and designed in accordance with the Australian Standard as per the submitted sample (Appendix 3), with the final sign design submitted to Council for approval.
- c. The location of the signs in Merrilea Road is to be determined in consultation with Council.
- d. The flashing lights will only operate during the peak track work period between 5.00 am and 10.00 am with notional variations due to demand needs or unforeseen circumstances.
- e. The existing entry static horse warning signs at each end of Merrilea Road are to be removed and returned to Council's Hawthorn Street Depot. The intermediate static signs highlighting the busier road crossing locations are to be retained.
- f. The matter of a reduced speed zone from 60 km/hour to 40 km/hour for track work periods is to be referred to Transport for NSW (TfNSW).

### LOCAL TRAFFIC COMMITTEE CONSIDERATION

This matter was considered by the Local Traffic Committee at its meeting held on Monday, 1 August 2022. The Committee had unanimous support in the adoption of the recommendation.

### RECOMMENDATION

**That Council approval be granted to the Dubbo Turf Club for the installation of flashing lights and horse warning signs in Merrilea Road, subject to:**

- a. The Dubbo Turf Club being responsible for all costs associated with the supply, installation and ongoing maintenance of the flashing lights and signs.**
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- signs highlighting the busier road crossing locations are to be retained.
- f. The matter of a reduced speed zone from 60 km/hour to 40 km/hour for track work periods is to be referred to Transport for NSW (TfNSW).

*Luke Ryan*  
Director Infrastructure

*DV*  
Senior Traffic Engineer

## BACKGROUND

Merrilea Road is a local Council road constructed to a rural design standard on a straight alignment 1.45 km in length, connecting the Golden Highway with Yarrandale Road. The Dubbo Turf Club is located along the southern side of the road with larger lot urban residential development on the northern side supporting residents, horse owners, trainers and stables. Horse road crossing activity on Merrilea Road is a daily occurrence, particularly in the early mornings with road safety concerns escalating in recent times.

Historically, Merrilea Road was within an 80 km/hour speed zone that was subsequently reduced to a 60 km/hour speed zone, with static horse warning signs located at either end of the road. Following previous road safety concerns from the Dubbo Turf Club, Council installed additional intermediate horse crossing warning signs closer to the crossing location.

## REPORT

In 2021, an initial proposal for flashing warning signs was developed on behalf of local residents, horse owners and trainers and submitted to the Dubbo Turf Club for consideration (refer to **Appendix 1**). The proposal outlined the road safety risk to horses and riders and the impact on the sensitivity of horses due to excessive vehicle speed and potential agitation of horses close to the road carriageway, creating a precarious situation (such as spooking, rearing or bolting).

The Dubbo Turf Club's Acting General Manager at that time had advised Council that the matter had been considered by the Club's Committee with support for the flashing lights and warning signs and with a subsequent commitment to fund the installation of the signs to deter speeding in Merrilea Road.

Matters raised in the proposal:

- Flashing lights and warning signs have been installed at the Wagga Wagga and Muswellbrook turf club locations. The Dubbo Turf Club have contacted the presidents of both clubs who have advised that the signs have been effective in enhancing driver awareness and expectation of the presence of horses on the road. The submission detailed the operational period between 4.30 am and 9.00 am on training days. However, since then, Racing NSW has regulated that track work can only occur in daylight hours unless the facility has lights. As such, to cover winter and daylight saving time, the track work period required is between 5.00 am to 10.00 am.
- There are numerous horse trainers and owners who live along Merrilea Road that account for some 50 to 60 horses, and potentially 100 to 120 road crossings of Merrilea Road more specifically in the early morning period from 4.30 am onwards.
- Merrilea Road is a shortcut between the Golden Highway and Yarrandale Road, is used by some heavy vehicles as well, and has no street lighting. Riders comply with Racing NSW requirements to wear high visibility clothing and LED red or blue lights on their helmets.

- Horses are ridden or walked across and along the side of the carriageway to access the entry points to the Turf Club.
- There have been incidents where horses have become loose from the handlers/riders and adjacent training properties, posing risks to motorists, handlers/trainers and horses (refer to **Appendix 1** for further details).
- The concerns with vehicle speeds and ongoing incidents were raised with the Local Traffic and Highway Command who consequently conducted speed enforcement in Merrilea Road with a number of infringements issued including licence disqualification due to excessive speeds over the 60 km/hour limit.

More recently, Council has received further email correspondence from the newly appointed General Manager of the Dubbo Turf Club reiterating the Club's support and the above matters raised in the proposal with more detail provided (refer to **Appendix 2**). Additionally, it has been requested to reduce the speed zone in Merrilea Road to 40 km/hour during track work hours. It is noted that speed zoning is the responsibility of TfNSW. In accordance with the speed zoning guidelines, 40 km/hour zones are typically applied to locations such as school zones, high pedestrian activity areas and local traffic areas. The speed zoning request will be referred on to TfNSW.

The road environment in Merrilea Road has a history of addressing road safety concerns with the growth of the equine precinct and extent of the horse road crossing activity between the Dubbo Turf Club and the auxiliary residential/stabling developments. The Turf Club over many years have made representations to Council with safety concerns on the interaction between horses/trainers and handlers with speeding vehicles culminating in a reduce speed zone from 80 km/hour to 60 km/hour, with initial area horse warning signs and additional intermediate horse crossing location warning signs installed by Council. Whilst the traffic volume is not high, there has been an increase in the traffic mix in Merrilea Road as a short cut to Yarrandale Road on route to the North Dubbo industrial area, and being on a straight alignment encourages higher vehicle speeds. The current request for flashing signs is a consequence of the ongoing non-compliance by motorists to the posted speed limit, recorded history of incidents with motorists and police enforcement outcomes.

The immediate past and current road safety history with horse road crossing activity and traffic clearly demonstrates the associated and potential risk in Merrilea Road if a major incident occurs. This risk predominately occurs in the early morning where horse training activity is at its highest. The existing static warning signs are a standard facility applied holistically along the road network to promote awareness of the horse crossing activity. Flashing lights and warning signage is selectively provided to locations where there has been a recorded crash history associated with a high vehicle speed environment (i.e. curve warning signs). The existing standardised static horse warning signage and the straight road alignment in Merrilea Road is an appropriate means of providing driver awareness and with good sight lines to the on-road horse activity. There would not be the warrant for flashing lights and warning signs, this is more relevant to daylight hours. However, the majority of the road safety conflict and incidents occur during the peak dark and early morning periods where there is no street lighting, sight distance is restricted and the traffic is light but higher vehicle speeds are recorded.

The road safety concerns are a consequence of the industry's development and activity in this precinct where a level of responsibility should be taken to support the road safety improvements required. The Dubbo Turf Club have indicated a commitment to facilitate the flashing lights and horse warning signage in Merrilea Road as an appropriate resource to mitigate the risk associated with motorists sharing the road with horses and riders/handlers in this precinct. It is recommended that Council approval be granted to the Dubbo Turf Club for the installation of flashing lights and horse warning signs (refer to **Appendix 3**) in Merrilea Road that will operate during the peak track work period between 4.30 am and 9.00 am as advised. It is understood that there could be slight variations to the time period due to demand needs.

#### **Consultation**

- The Local Traffic Committee, including representatives from the NSW Police, the Local State Member of Parliament, TfNSW and Council, will review and discuss the proposal put to the Committee.

#### **Resourcing Implications**

- The Dubbo Turf Club will be responsible for all costs associated with the supply, installation and ongoing maintenance of the flashing lights and horse warning signs.

#### **APPENDICES:**

- 1↓ Flashing Warning Light Installation Proposal - Merrilea Road Dubbo - Turf Club Letter
- 2↓ Flashing Warning Light Installation Proposal - Merrilea Road Dubbo - Letter of Support
- 3↓ Horse Crossing Sign

██████████  
Dubbo Turf Club  
PO Box 536  
DUBBO NSW 2830

Dear ██████████

**Proposal for installation of flashing warning lights on Merrilea Road**

As you are no doubt aware, Merrilea Road is utilised by a significant number of horse trainers in order to move horses from facilities on either side of the road. It has become apparent that the safety of horses and riders has been put at risk by many motorists who drive along that road, particularly in the early morning.

We consider that the installation of flashing warning lights on Merrilea Road – as have been installed in Wagga Wagga and Muswellbrook at the locations of their respective Turf Clubs– may help to mitigate this risk by alerting motorists to the likelihood of horse traffic. We write with the hope that the Dubbo Turf Club may agree to fund the installation and maintenance of such warning lights and approach Council with our proposal.

**Current situation**

There are numerous horse trainers that live and/or train on properties adjacent to the Dubbo Turf Club, along Merrilea Road and others that use the facilities on either side. **This is depicted in the aerial photograph annexed at 'Annexure A'**. It is necessary to move horses between facilities and as a result horses are frequently ridden or walked across the road. We estimate that the road would see up to 50-60 horses crossing the road each morning across all trainers – once to go to the track and once to go home from the track or vice versa, totalling 100-120 crossings per morning.

As you would understand, it is important for motorists to be alert to the presence of horses being ridden near or on the road and be prepared to slow down when approaching a horse/s and stop if signalled. Most riders understand their obligation to give way to cars, and, when crossing the road, will continue to walk along the side of the road until the vehicle has passed. But this is not always possible. Some horses become agitated when required to wait to cross and may engage in dangerous behaviour such

as rearing, spooking, turning in circles or bolting onto the road. In this instance, it is usually safer for the horse and rider to cross the road before the approaching motorist has passed.

We have observed the following concerning behaviour of motorists along Merrilea Road:

1. Motorists are using Merrilea Road as a bypass from the Golden Highway/ Wheelers Lane roundabout at early hours of morning. There are horses crossing the road from 4:30am when it is still dark and without the aid of streetlights. As required by Racing NSW, riders wear high-visibility clothing and an LED red or blue light on their helmets. Despite these precautions, motorists primarily do not slow down, fail to see the horses or fail to turn off their high beam headlights when approaching horses on or near the road.
2. Even in daylight hours, motorists do not slow down when horses are walking alongside the road or crossing the road. Many motorists will swerve around the horses which has spooked a number of horses and in some instances has caused them to slip and fall on the road or bolt off the road.
3. There have been instances where horses have become loose from their handlers/riders both from Dubbo Turf Club and adjacent training properties, and as a consequence, have bolted directly onto Merrilea Road. This poses a significant risk to the horses and motorists on the road, having the potential to cause a fatal accident. It also poses a risk to riders and handlers who attempt to catch the loose horse, with motorists failing to slow down and stop when directed.

#### **Recent incidents**

We have recently observed a number of incidents that have made it apparent that the safety of horses, riders and motorists is at risk.

For example, on 21 January 2021, two riders on horseback, with another two people on foot were crossing Merrilea Road at approximately 8:30am. Both riders were equipped with the necessary reflective clothing and high-visibility light. One of the horses was a young horse which becomes unsettled if made to wait on the side of the road before crossing. A White RAV4 towing a car trailer was travelling west along Merrilea Road. In light of the young horse's temperament, the riders decided it would be safest to cross the road in front of the car, noting that there was sufficient distance for the car to safely slow down. However, while crossing the road it became apparent that the car was not

slowing down. One of the riders and those on foot stopped in the middle of the road to signal the driver of the car to stop. In response, the driver yelled abuse out of the window as he drove past.

In mid 2020, a horse became loose after its rider fell off whilst exercising on the small track located on Dubbo Turf Club property. The horse exited the small track at Gate 1, which has large retaining walls on either side of the driveway, making traffic initially oblivious to exiting horses. The horse continued to bolt directly onto Merrilea Road into the direct path of an oncoming car travelling west along Merrilea Road. Luckily, the driver was not speeding at the time and was able to stop in time to narrowly avoid hitting the loose horse.

In addition, there are a number of motorists that drive above the signposted 60km/h speed limit along Merrilea Road. In 2019, a Local Highway patrol car conducted a speed patrol along Merrilea Road after feedback from trainers about a yellow motorbike repeatedly riding above the signposted 60km/h speed limit. The P-plated motorbike rider was caught doing excessive speeds along Merrilea Road and subsequently instantly lost their license.

Then, in February of this year, on a tip off from some trainers, the Local Traffic and Highway Patrol Command conducted a speed patrol along the road. In a single morning between the hours of 5:30am and 7:30am, the police issued a number of infringements to speeding drivers, including a man in a utility travelling at 106km/h and subsequently having his license disqualified for 3 months, a woman in a utility travelling at 90km/h and a man in an SUV travelling at 78km/h, both fined and handed demerit points. The Local Traffic and Highway Patrol Command have commented that there will be further patrols conducted in the area in future. **A newspaper article reporting on this patrol is included at 'Annexure B'.** We understand that the NSW Police took these speeding reports to the Dubbo Regional Council Traffic Committee ahead of its meeting on 1 March 2021.

### **The proposed lights**

We consider that the installation of flashing lights on Merrilea Road will help to mitigate the risks associated with motorists sharing the road with horses and riders. Both Wagga Wagga and Muswellbrook have installed flashing lights fixed upon a traffic sign warning of crossing horses. **A photograph of the sign installed in Wagga Wagga at Murrumbidgee Turf Club, situated on Travers Street is included at 'Annexure C'.**

[REDACTED] has been in contact with the Presidents at the turf clubs in both Wagga Wagga and Muswellbrook, dating 17th December 2020 and 16th December 2020, respectively. She was informed that the lights have been effective in those localities. Specifically, the lights seem to do a much better job at alerting motorists to the likelihood of horses being ridden in the vicinity. In particular, the fact that the lights flash only during high horse traffic periods- specifically 4:30am and 9:00am on days when training occurs- ensures that motorists can have a reasonable expectation that a horse and rider will be near the road. This strategy replicates that of flashing lights installed in school zones. We are hopeful that warning signs with flashing lights will have a similar beneficial effect on Merrilea Road.

We sincerely hope that the Dubbo Turf Club will consider funding the installation and maintenance of the lights in order to reduce the risks currently apparent on Merrilea Road.

Please do not hesitate to contact [REDACTED] on [REDACTED] should you wish to discuss further. Thank you for your consideration and we look forward to hearing from you.

Yours sincerely,

[REDACTED]  
Racing NSW Trainer, Property owner  
[REDACTED]

[REDACTED]  
Racehorse owner  
[REDACTED]

[REDACTED]  
Merrilea Lodge Equine Agistment, Property owner  
[REDACTED]

[REDACTED]  
Racing NSW Trainer, training out of Merrilea Lodge  
[REDACTED]

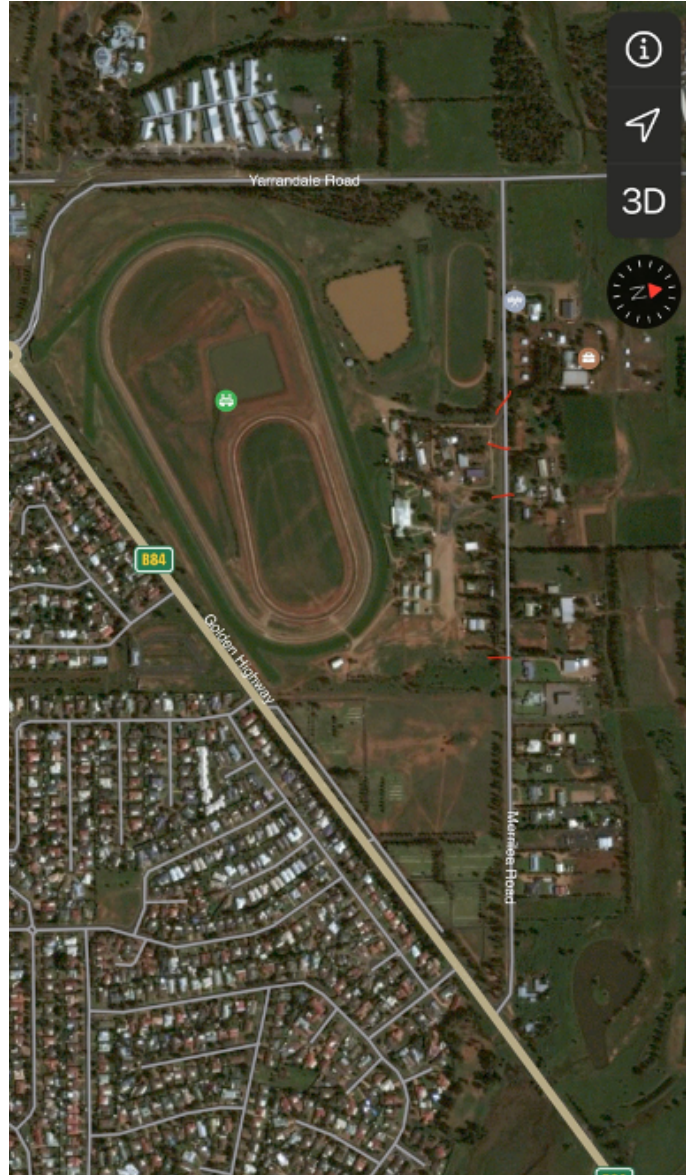


1

[REDACTED]  
Racing NSW Trainer, Property owner  
[REDACTED]

[REDACTED]  
Kody Nestor Racing, Racehorse owner  
[REDACTED]

### Annexure A



## Annexure B



The Dubbo News

12 Feb · 🌐

**SHOCKING SPEEDS:** Three Dubbo drivers, including one man caught doing 106km/h in a 60 zone, have been busted by the [Traffic and Highway Patrol Command - NSW Police Force](#) on Merrilea Road.

About 5:50am yesterday a 22-year-old man was handed a \$935 fine, five demerit points and a three-month licence disqualification for driving his Toyota Hilux at 106km/h in a 60 zone.

About 6:45am a 48-year-old woman driving a Nissan Navara was caught doing 90 in a 60 zone. She was fined \$489 and handed four demerit points

About 7am a 43-year-old man was busted in his Hyundai Santa Fae doing 78 in a 60 zone. He was fined \$285 and handed three demerit points.

Police praised community members who reported Merrilea Road as a speeding hotspot.

"Police are eager to act on community feedback should residents feel their own or other's safety is at risk," Sergeant Michael Donley said.

"In this instance, officers were then able to detect several motorists travelling in excess of the signposted speed zone in what is a heavy traffic area for horse movement during that time of morning."

Annexure C



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**From:** [REDACTED]  
**Sent:** Wednesday, 11 May 2022 3:57 PM  
**To:** Clr Damien Mahon <ClrDamien.Mahon@dubbo.nsw.gov.au>  
**Cc:** [REDACTED]  
**Subject:** Dubbo Turf Club Road Safety Issues

Good afternoon Damien,

Firstly, please allow me to introduce myself – my name is [REDACTED], and I am the newly appointed General Manager of the Dubbo Turf Club.

My professional background is in investigations and regulation, firstly being employed as a Stipendiary Steward with [REDACTED] for over 12 years and secondly as an investigator with the [REDACTED] for the past four years.

As you may be aware, racing in Dubbo is currently experiencing unprecedented levels of support and interest, not only from the local community, but from the business sector, Racing NSW, the NSW Government and Dubbo Regional Council.

Dubbo is currently ranked as the second largest Club in regional NSW for the number of trained race starters and for the number of horses trained from a registered training facility.

Whilst both achievements are admirable and a testament to the Club's ability to combat both the worst drought in living memory and the unprecedented global COVID-19 pandemic through the leadership of the Board of Directors and former GM Vincent Gordon, having such great patronage from trainers and owners is not without its concerns.

As a result of the growth of horse ownership and interest, the residential side Merrilea Road has fast become the base for many trainers domiciling their horses in purpose made stable complexes. Consequently, this has seen a rise in the number of trainers and riders using Merrilea Road as a thoroughfare to access the Dubbo Racecourse for the purpose of training and exercising their horses.

These riders and horses are required under the Australian Rules of Racing to wear reflective and fluorescent vests when crossing roads. The Dubbo Turf Club and Racing NSW Stewards strictly enforce this rule.

Each morning, between the hours of 6am and 10am (winter months) and 5.30am and 9.30am (summer months) approximately 40 and 80 horses are ridden or walked across Merrilea Road to and from the various stable complexes prior to and following trackwork. Presently, there are road signs indicating the presence of horses located at the eastern and western ends of Merrilea Road. Most persons residing in Merrilea Road and all racing participants respect that during these hours, horses are likely to be present and respond accordingly by driving cautiously.

Unfortunately, given Merrilea Road has become a by-pass by road users to access Cobbora Road and/or the northern industry estates or the Newell Highway, there has been a significant rise in early morning traffic along the road.

As a consequence, there is an associated increase in the likelihood of a deadly interaction between horse and rider and motorists.

Near misses between road users and horses are frequent and as recently as this morning there have been incidents where speeding drivers have spooked or nearly collided with horses crossing or waiting to cross the road.

The Club has raised this matter with Council on several occasions and as recently as March this year (email attached). The Dubbo Turf Club wish to formally raise the issue with Council once more.

In the attached email, a consortium of trainers, racing participants and horse agistment business owners have prepared a short document identifying the risks and potential resolution for such an issue. This resolution includes the installation of flashing light signage at each end of Merrilea Road and a reduction of sign posted speed to 40km during trackwork hours as outlined above.

The Dubbo Turf Club strongly support this proposal as the health and safety of our racing participants and horses is our core responsibility.

Thank you for your time and we look forward to discussing this proposal with you soon.

[Redacted Signature]

General Manager



[Redacted Contact Information]

W: [www.dubboturfclub.com.au](http://www.dubboturfclub.com.au)

Dubbo Turf Club | 11L Merrilea Road | Dubbo, NSW, 2830

Appendix 3

