

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

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

Dubbo Regional Council (Council)

HOLCIM (Australia) Pty Ltd (Developer)



Table of Contents

Parties to this Agreement.....	4
Background.....	4
Operative provisions.....	5
Part 1 - Preliminary.....	5
1 Definitions and Interpretation.....	5
2 Planning agreement under the Act.....	7
3 Application of this Agreement.....	7
4 Date upon which this Agreement takes effect.....	7
5 Warranties.....	7
6 Further agreements.....	7
7 Surrender of right of appeal.....	7
Part 2 - Payment of the Monetary Contributions.....	8
8 The Monetary Contribution under this Agreement.....	8
9 Payment of the Monetary Contribution under this Agreement.....	8
10 Application of the Monetary Contribution.....	8
11 Application of Section 7.11 and Section 7.12 of the Act to the Development.....	9
12 Indexation of Monetary Contribution.....	9
Part 3 - Review and Monitoring.....	10
13 Review of Agreement.....	10
14 Monitoring and Reporting.....	10
Part 4 - Dispute Resolution.....	11
15 Notice of Dispute.....	11
Part 5 - Indemnities & Insurance.....	12
16 Risk.....	12
17 Release.....	12
18 Indemnity.....	12
Part 6 - Other Provisions.....	13
19 Confidentiality.....	13
20 Notices.....	13
21 Approvals and Consent.....	14
22 Costs.....	14
23 Entire Agreement.....	14
24 Further Acts.....	15
25 Governing Law and Jurisdiction.....	15
26 Joint and Individual Liability and Benefits.....	15
27 No Fetter.....	15



28	Illegality.....	15
29	Severability	16
30	Amendment	16
31	Waiver.....	16
32	GST	17
33	Explanatory Note	18
	Schedule 1: Monetary Contribution	19
	Schedule 2: Development Layout.....	20
	Execution	21

Parties to this Agreement

Developer	Name	HOLCIM (Australia) Pty Ltd
	Address	Tower B, Level 7 - 799 Pacific Highway Chatswood NSW 2067
	ABN	87 099 732 297
	Contact name	[REDACTED]
	Contact email	[REDACTED]
	Fax	[REDACTED]
	Phone	[REDACTED]
Council	Name	Dubbo Regional Council
	Address	PO Box 81, Dubbo NSW 2830
	ABN	53 539 070 928
	Contact email	infrastructurecontributions@dubbo.nsw.gov.au

Background

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

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

Operative provisions

Part 1 - Preliminary

1 Definitions and Interpretation

1.1 In this Agreement the following definitions apply:

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

- 1.1.18 **Regulation** means the Environmental Planning and Assessment Regulation 2021.
- 1.1.19 **Value** means the \$ amount agreed between the Parties as the value of a Monetary Contribution made under this Agreement, as shown in the Contributions Table or as otherwise agreed between the Parties.

1.2 Interpretation

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

- 1.2.1 **Headings** are inserted for convenience only and do not affect the interpretation of this Agreement.
- 1.2.2 A reference in this Agreement to a **business day** means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
- 1.2.3 If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.
- 1.2.4 A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
- 1.2.5 A reference in this Agreement to a \$ value relating to a Monetary Contribution is a reference to the value exclusive of GST.
- 1.2.6 A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- 1.2.7 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- 1.2.8 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 1.2.9 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 1.2.10 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- 1.2.11 References to the word 'include' or 'including' are to be construed without limitation.

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

2 Planning agreement under the Act

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

3 Application of this Agreement

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

4 Date upon which this Agreement takes effect

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

5 Warranties

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

6 Further agreements

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

7 Surrender of right of appeal

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

Part 2 - Payment of the Monetary Contributions

8 The Monetary Contribution under this Agreement

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

9 Payment of the Monetary Contribution under this Agreement

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

10 Application of the Monetary Contribution

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

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

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

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

12 Indexation of Monetary Contribution

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

Part 3 - Review and Monitoring

13 Review of Agreement

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

14 Monitoring and Reporting

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

Part 4 - Dispute Resolution

15 Notice of Dispute

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

Part 5 - Indemnities & Insurance

16 Risk

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

17 Release

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

18 Indemnity

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

Part 6 - Other Provisions

19 Confidentiality

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

20 Notices

- 20.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:
- 20.1.1 delivered or posted to that Party at its address, or
 - 20.1.2 emailed to that Party at its email address.
- 20.2 For the purposes of this clause a Party's address and email address are as noted under '**Parties to this Agreement**'.

- 20.3 If a Party gives the other Party 5 business days' notice of a change of its address or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or emailed to the latest address.
- 20.4 Any notice, consent, information, application or request is to be treated as given or made if it is:
- 20.4.1 delivered, when it is left at the relevant address,
 - 20.4.2 sent by post, 2 business days after it is posted, or
 - 20.4.3 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.
- 20.5 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

21 Approvals and Consent

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

22 Costs

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

23 Entire Agreement

- 23.1 This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with.
- 23.2 No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed, except as permitted by law.

24 Further Acts

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

25 Governing Law and Jurisdiction

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

26 Joint and Individual Liability and Benefits

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

27 No Fetter

- 27.1 The Parties acknowledge that Council is a consent authority with statutory rights and obligations pursuant to the Act.
- 27.2 This Agreement is not intended to operate, and shall not be construed as operating to fetter, in any unlawful manner:
- 27.2.1 the power of Council to make any law; or
- 27.2.2 the exercise by Council of any statutory power, discretion or duty.
- 27.3 Nothing in this Agreement shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law.

28 Illegality

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

29 Severability

- 29.1 If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
- 29.2 If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

30 Amendment

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

31 Waiver

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

32 GST

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

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

- 32.6 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.
- 32.7 This clause continues to apply after expiration or termination of this Agreement.

33 Explanatory Note

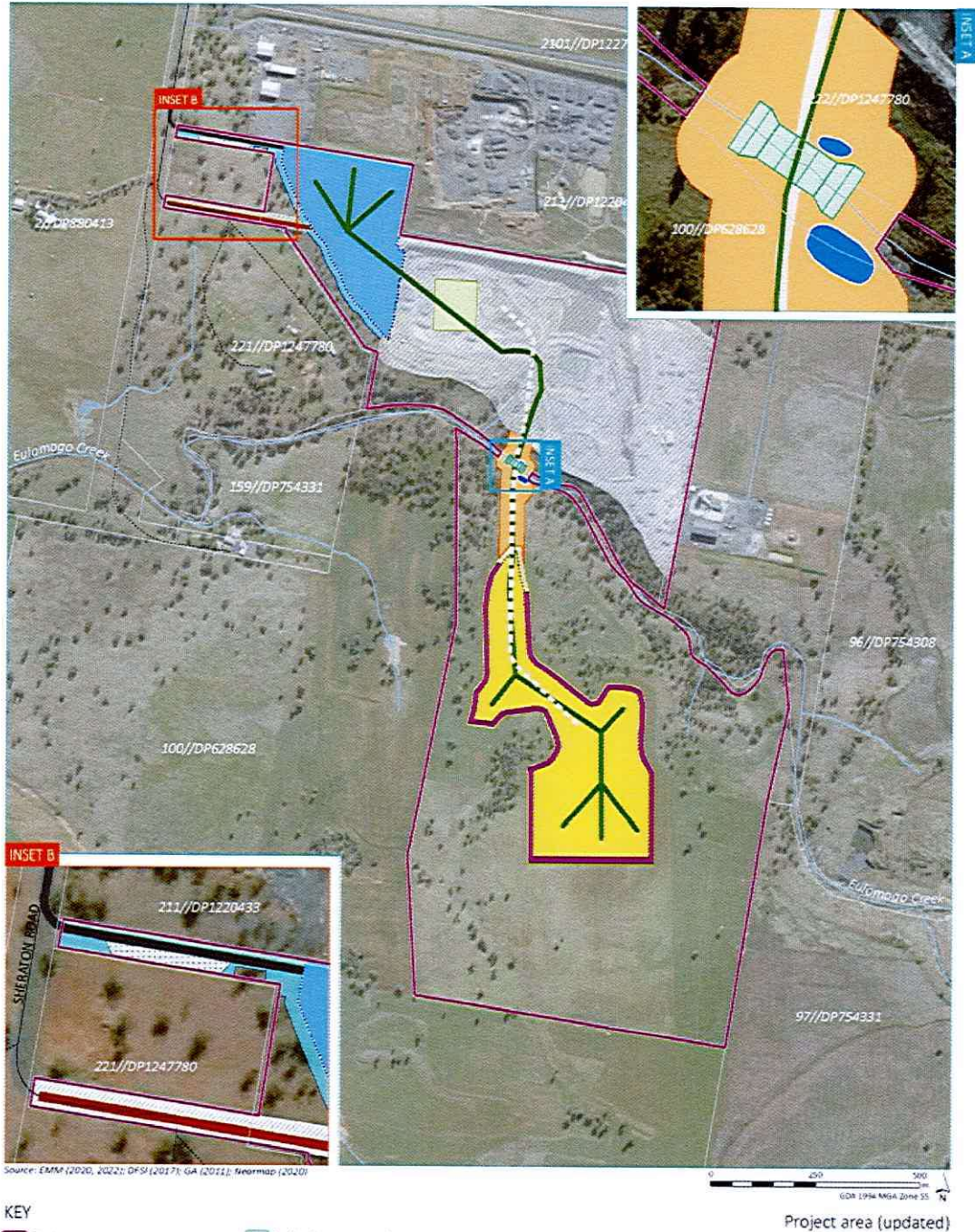
- 33.1 The Appendix contains the Explanatory Note relating to this Agreement required by s205 of the Regulation.
- 33.2 Pursuant to s205(5) of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Agreement.

Schedule 1: Monetary Contribution

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

Schedule 2: Development Layout

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



Source: EMM (2020, 2022); DFSI (2017); GA (2011); feemap (2020)

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

Execution

Executed as an Agreement

Dated:


Executed by Dubbo Regional Council

The Common Seal of Dubbo Regional Council was affixed on this 12 day of December 2023 pursuant to a resolution of the Council dated 23 November 2023




Chief Executive Officer





Councillor Mathew Dickerson
Mayor

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

DocuSigned by:

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Name/Position

DocuSigned by:

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Name/Position

Explanatory Note

Draft Planning Agreement for HOLCIM (Australia) Pty Ltd for the Dubbo Quarry Continuation Project VPA22-002

The purpose of this explanatory note is to provide a plain English summary to support the notification of a draft Planning Agreement for HOLCIM (Australia) Pty Ltd Dubbo Quarry Continuation Project which applies to 22L Sheraton Road, Dubbo (Part Lot 221 DP1247780, Lot 222 DP1247780, Lot 103 DP1287704, and Part of Eulomogo Creek).

1 Introduction

Clause 25E of the Environmental Planning and Assessment Regulation 2000 (the **Regulation**) requires a planning authority proposing to enter into a Planning Agreement under clause 7.4 of the Environmental Planning and Assessment Act 1979 (the **Act**) to prepare an explanatory note about the Planning Agreement.

This explanatory note has been prepared jointly by Dubbo Regional Council and HOLCIM (Australia) Pty Ltd.

2 Parties

The Parties to the Planning Agreement are:

- Dubbo Regional Council (ABN 53 539 070 928) of Corner Church and Darling Street, Dubbo NSW 2830 (**Council**); and
- HOLCIM (Australia) Pty Ltd (ABN 87 099 732 297) Tower B, Level 7-799 Pacific Highway Chatswood NSW 2067 (the **Applicant**).

3 Background and description of the development

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

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

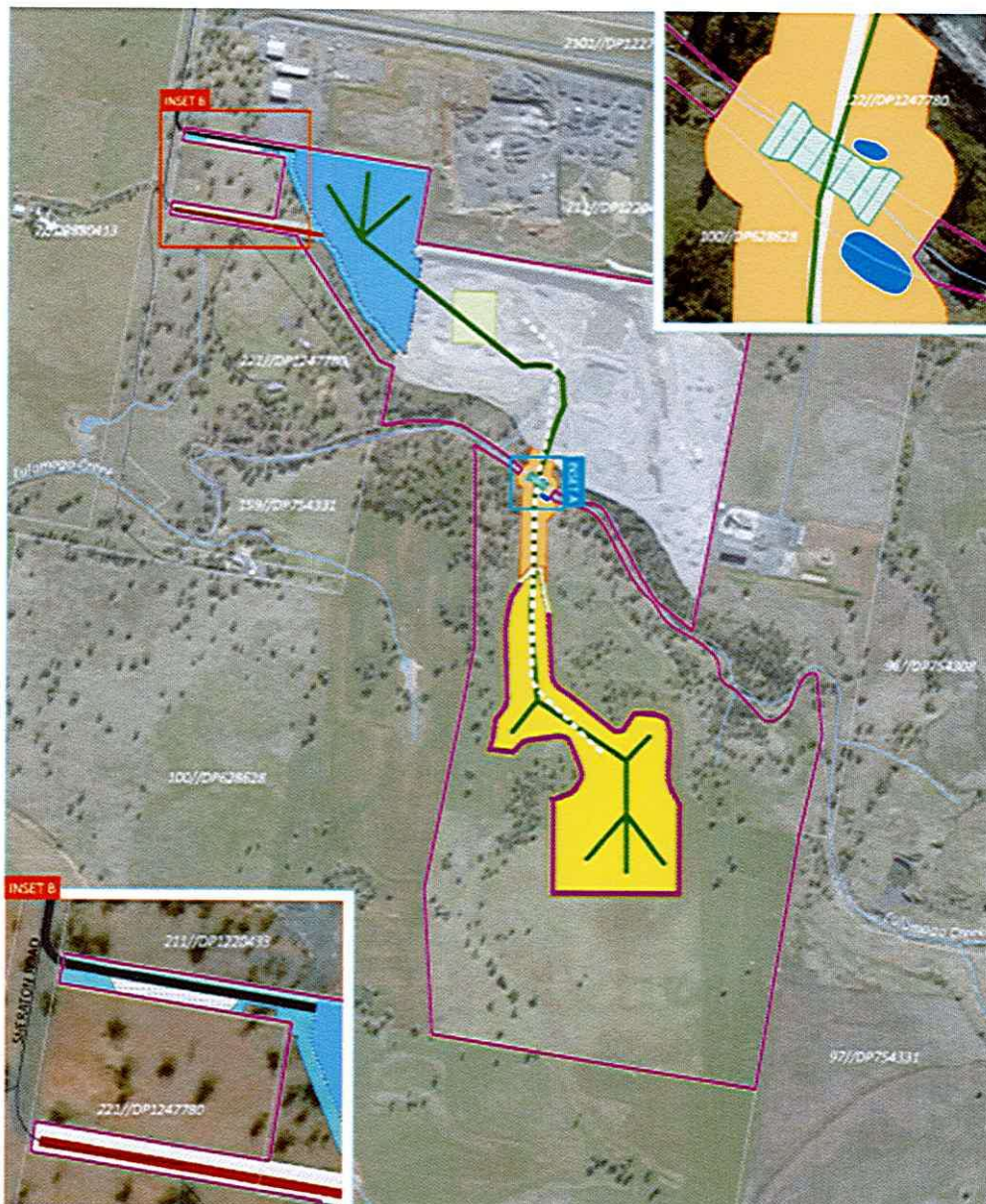
4 Summary of objectives, nature and effect of the Planning Agreement

The objectives of the Planning Agreement are:

- The Applicant has agreed to make a Monetary Contribution of \$600,000 for improvements to Sheraton Road towards the Mitchell Highway along the proposed transport route. This will be payable to Council within one year of the SSD consent being operational (after construction under the SSD consent is completed).
- The Applicant has agreed to make a Monetary Contribution of 10c per tonne of product transported from the new extraction areas. This will be payable to Council twice per year.

Development site:

Note: the new extraction areas are blue (west) and yellow (south). White is the existing quarry.



5 Assessment of the merits of the Planning Agreement

5.1 The planning purpose served by the Planning Agreement, and whether it provides for a reasonable means of achieving the planning purpose

The Planning Agreement facilitates the provision of monetary contributions for road impacts and road maintenance as a result of heavy vehicle usage on local roads as part of the proposed development routes. These funds allow Council to undertake upgrades to the roads as and when required.

5.2 How the Planning Agreement promotes the public interest and objects of the Act

The Planning Agreement promotes the public interest and objects of the Act by securing monetary contributions for the purpose of road maintenance and impacts as a result of transportation of product from the new extraction areas.

5.3 How the Planning Agreement promotes elements of the Council's charter under the Local Government Act 1993

The Planning Agreement promotes elements of Council's charter by:

- providing effective and efficient services to meet the diverse needs of the local community in a way that provides the best possible value for residents and ratepayers;
- investing in responsible and sustainable infrastructure for the benefit of the local community;
- providing a means that allows the wider community to make submissions to the Council in relation to the Planning Agreement; and
- managing lands and other assets so that current and future local community needs can be met in an affordable way.

5.4 How the Planning Agreement conforms to Council's capital works program

The works identified in the Planning Agreement directly address and responds to strategic priorities identified within relevant Council strategies, plans and delivery programs.

5.5 Whether the Planning Agreement specifies certain requirements must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued.

The Planning Agreement does not specify any requirements that must be complied with prior to the issuing of a construction certificate, occupation certificate or subdivision certificate. Clause 4 of the Planning Agreement sets out the requirements for when the Planning Agreement becomes operative and binding.

6 Notes

This explanatory note is a summary only, and is not to be relied upon as a complete description or used as an aid in construing the Planning Agreement.