

Explanatory Note

Draft Planning Agreement for 19L and 20L Sheraton Road Dubbo

Council Planning Agreement reference VPA24-001

Council Development Application reference D22-528

1 Introduction

The purpose of this explanatory note is to provide a plain English summary to support the notification of the draft Planning Agreement for 19L and 20L Sheraton Road, Dubbo. This explanatory note has been prepared jointly by Dubbo Regional Council and Regional Hardrock (Dubbo) Pty Limited.

2 Parties

The Parties to the Planning Agreement are:

- Dubbo Regional Council (ABN 53 539 070 928) (**Council**); and
- Regional Hardrock (Dubbo) Pty Limited (ABN 81 123 808 613) (the **Developer**).

3 Description of the development

On 8 February 2021, Council approved Development Application D20-542 for cement works at 20L Sheraton Road Dubbo. The application granted consent for the production of up to 150 tonnes per day/30,000 tonnes per annum of cement product. To satisfy the demand the development would have on the Council's road network, infrastructure contributions were levied in accordance with Council's Section 94 Contributions Plan – Roads, Traffic Management and Car Parking.

On 21 January 2025, Council approved Development Application D22-528 to increase the maximum production rate of the existing concrete works to 50,000 tonnes per annum. Further information about the Development Application is available on the Council's website
<https://planning.dubbo.nsw.gov.au/Application/ApplicationDetails/010.2022.00000528.001/>

The Developer has made an offer to Council to enter into a Planning Agreement in relation to Development Application D22-528.

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

The terms of the Planning Agreement are:

- The Developer will pay to Council \$0.10 (plus indexation) per tonne of product transported from the land in excess of 30,000 tonnes per annum for the maintenance of Sheraton Road. This will be payable by 31 January each year for product transported from 1 July to 31 December of the preceding year, and by 31 July each year for product transported from 1 January to 30 June of that Calendar year; and
- The Developer will pay to Council \$124,000 plus indexation within 30 days of commencement of the Planning Agreement to help upgrade Sheraton Road to a haulage standard.

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 main objectives of the Planning Agreement are:

- Ensure the community positively benefits from the development;
- Manage the secondary impacts of the development; and
- Provide opportunities for the Developer to proactively and positively add to the betterment of the community.

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 Development Application. 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

In accordance with section 7.4(2) of the Act, the Planning Agreement has the following public purpose:

- the provision of (or the recoupment of the cost of providing) transport or other infrastructure relating to land.

The Council and the Developer have assessed the Planning Agreement and both hold the view that it provides a reasonable means of achieving the public purpose set out above. The Planning Agreement promotes the public interest and objects of the Act by securing monetary contributions towards the maintenance and upgrading of Sheraton Road as a result of Development Application D22-528.

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 initiatives for the benefit of the local community; and
- providing a means that allows the wider community to make submissions to the Council in relation to the Planning Agreement.

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 the following Council strategies, plans and delivery programs:

- Towards 2040 Community Strategic Plan – Objectives 2.1.2 and 2.2.5; and
- 2020 Dubbo Transportation Strategy.

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

Conditions of consent for the Development Application require the Developer to enter into a Planning Agreement before a construction certificate can be 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 it becomes operative and binding, and Clauses 8 and 9 of the Planning Agreement set out the requirements for the Monetary Contributions.

6 Notes

This explanatory note is a summary only and must not be used to assist in construing the Planning Agreement.

7. Development site

