



**REPORT: Development Application D13-152
for Extractive Industry (Rawsonville Quarry
Extension) - 22L Rawsonville Road,
Rawsonville**

AUTHOR: Planning Services Supervisor
REPORT DATE: 12 November 2013
TRIM REFERENCE: ID13/533

EXECUTIVE SUMMARY

Development Application D13-152 for an Extractive Industry on Lot 39 DP 754303 and Lot B DP 394046, 22L Rawsonville Road, Rawsonville, was lodged with Council on 12 April 2013 by Dubbo Sands. The proposed development is an expansion of the existing Rawsonville Quarry and is defined as an *extractive industry*.

The proposal is to increase the output (sand and gravel) of the quarry from 30,000 tonnes per annum (tpa) to 150,000 tpa by increasing the area of extraction by 11 hectares and the recoverable resource by 1.6 million tonnes. The proposal will also include the relocation of a number of existing structures including two sheds, a site office and a weighbridge.

The proposed development is Designated Development under 'Schedule 3 Designated Development' of the Environmental Planning and Assessment Regulation 2000, 'Clause 19 Extractive industries'. As such, the consent authority is the Joint Regional Planning Panel (JRPP) under 'Schedule 4A Development for which Regional Panels may be Authorised to Exercise Consent Authority Functions of Councils' of the Environmental Planning and Assessment Act 1979.

The proposed development is also Integrated Development under S91 of the Environmental Planning and Assessment Act 1979 for which the Environment Protection Authority and the NSW Office of Water have provided 'General Terms of Approval', attached as **Appendix 3**.

The Development Application was advertised in accordance with the requirements for Designated Development and Council received four (4) submissions, attached as **Appendix 6**.

The Development Application has been assessed taking into consideration the concerns raised during the advertising period and including the 'General Terms of Approval' from the State Government Agencies. The S79C report is attached as **Appendix 5**.

It is agreed by both the Applicant and Council that the proposed development will have an impact on Whylandra Crossing Road, Rawsonville Road and Burraway Road due to the expansion of the quarry and the associated increased haulage along said roads. As such, the applicant and Council have agreed 'in principle' to enter into a Voluntary Planning Agreement (VPA) (**Appendix 4**) to address the maintenance of the roads, upgrading if required and intersection works with Burraway Road. A draft VPA has been developed to cover these issues.

The draft VPA will be required to be placed on public exhibition prior to its commencement. Accordingly, this report recommends that the draft VPA be adopted for the purpose of public exhibition and it be placed on public exhibition for a period of not less than 28 days.

Given that the JRPP is the consent authority, this report is provided for Council's information only, noting that the recommendation to the JRPP is that the Development Application be approved subject to a conditional consent. The recommended conditions of consent are attached in **Appendix 1**.

FINANCIAL IMPLICATIONS

It was recognised by both the applicant and Council that the proposed development will have an impact on Whylandra Crossing Road, Rawsonville Road and Burraway Road due to the expansion of the quarry and the associated increased haulage along said roads. As such, the applicant and Council have agreed 'in principle' to enter into a Voluntary Planning Agreement (**Appendix 4**) to address the maintenance of the roads, upgrading if required and intersection works with Burraway Road.

POLICY IMPLICATIONS

There are no policy implications arising from this report.

RECOMMENDATION

- 1. That Council notes the report which will be referred to the Joint Regional Planning Policy for determination of the Development Application.**
- 2. That Council adopts the draft Voluntary Planning Agreement (attached as Appendix 4) for the purpose of public exhibition.**

Darryll Quigley
Planning Services Supervisor

BACKGROUND

The subject Development Application was lodged with Council on 12 April 2013 by Dubbo Sands. The proposed development is an expansion of the existing Rawsonville Quarry and is defined as an *extractive industry*. Approval for the extraction of sand and gravel from the site was originally given in 1991 with successive consents enabling the expansion of operations to cover 11 hectares for the extraction of up to 30,000 tonnes per annum (tpa).

REPORT

1. APPLICANT

The Applicant is G R Colbran (Dubbo Sands).

2. OWNER

The owner is A R Colbran.

3. DEVELOPMENT DETAILS

The development is Designated Development.

The proposal is to increase the output (sand and gravel) of the quarry from 30,000 tonnes per annum (tpa) to 150,000 tpa, by increasing the area of extraction by 11 hectares and the recoverable resource by 1.6 million tonnes. The proposal will also include the relocation of a number of existing structures including two sheds, a site office and a weighbridge.

The proposed method of extraction would be the continuation of the load and haul technique whereby the topsoil and overburden are removed to a depth of approximately 15 metres to extract the sand and gravel via earthmoving equipment. The sand and gravel are then conveyed to a screening plant for separation from which all material will be stockpiled onsite for truck removal.

Development plans indicating the current and proposed operation of the site are attached as **Appendix 2**.

4. SITE CHARACTERISTICS

Locality

The subject land is known as Lot 39 DP 754303, 22L Rawsonville Road, Rawsonville. The allotment is located on the eastern side of Whylandra Crossing Road. The allotment has an area of 60.7 hectares with a frontage of approximately 700 metres to Whylandra Crossing Road and crosses onto Lot 7002 DP 1019824 owned by the Dubbo Rural Lands Protection Board, adjoining the Macquarie River.

The eastern and southern boundaries of the site are framed by the Macquarie River and it is this proximity to the river that required assessment of the proposed development by the NSW Office of Water.

Site Inspection

A requirement for the preparation of the Environmental Impact Statement (EIS) was to conduct a Planning Focus Meeting which was held onsite 23 October 2012. The meeting was attended by Council officers and various State Government agencies.

The existing sand extraction operation includes stockpiles of overburden, excavated pit, machinery and settling ponds. The site appeared to be operating in accordance with previous Development Consent D2005-153 and there were no obvious environmental concerns on the site.

Slope

The site slopes gently down to the Macquarie River and there are large areas within the site where gravel and sand have been excavated.

Vegetation

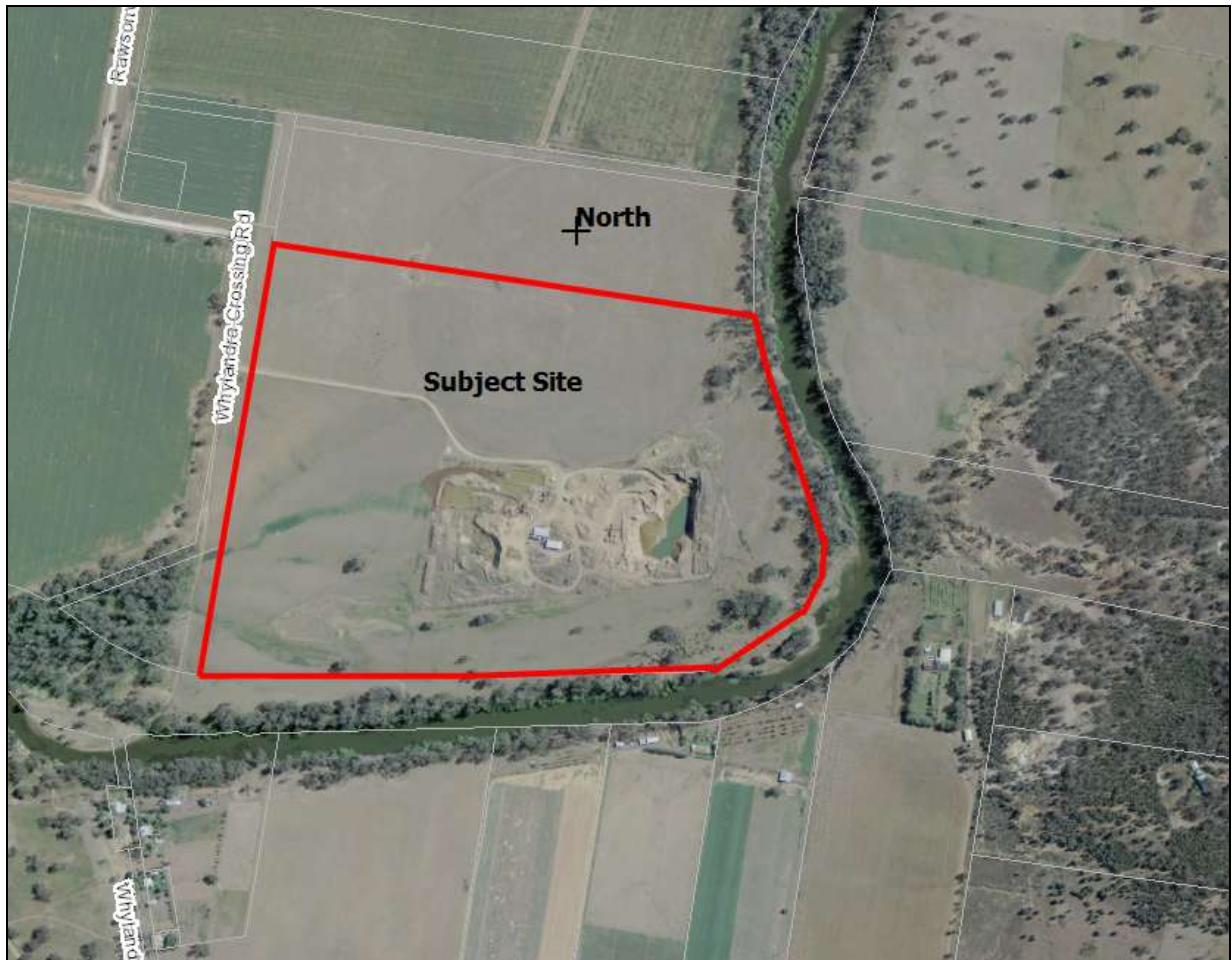
The site is relatively devoid of vegetation having been used previously for agricultural purposes and, more recently, for quarry operations. A number of trees align the Macquarie River, being adjacent to the site.

Access

The site is accessed via a gravel road along Whylandra Crossing Road and Rawsonville Road with a bitumen seal available at Burraway Road. Access through the site is also via gravel roads.

Adjoining uses

- North: The immediate parcel of land to the north is owned by A R Colbran and is used for agriculture pursuits
- South: Macquarie River with agricultural pursuits on the opposite bank
- East: Macquarie River with agricultural pursuits on the opposite bank
- West: Agriculture pursuits



Locality plan: Lot 39 DP 754303 and Lot B DP 394046, 22L Rawsonville Road, Rawsonville, noting the vehicle access to the north-west and the Macquarie River

5. SITE HISTORY

A review of Council's records has identified the following files relating to the subject property:

- DA1991-179 approved 24 July 1991 for 'extraction of sand and gravel from the beach on the Macquarie River between the hours of 6 am and 5 pm'
- D2002-417 approved 30 July 2002 for 'sand and gravel extraction (quarry)'
- D2002-417 was amended 13 January 2004, the amendment being the alteration of the quarry site boundaries. The increased area was approximately two hectares.
- D2005-153 approved 20 December 2005 for 'extension of existing sand and gravel quarry from two hectares to 11 hectares and minor associated works including road, bund and drainage control construction. The development included rehabilitation of the site to pre-extraction landform and land use.'

- D2005-153 was amended 20 September 2013, the amendment being the relocation of the hardstand processing plant. This enabled the Quarry to continue extracting material beneath the hardstand processing plant, while it was relocated to the north-western corner of the site as per D2013-152, the Development Application the subject of this report. It should be noted that there was no increase in the amount of extracted material or change to the location of the area being mined.

6. LEGISLATIVE REQUIREMENTS AND DEVELOPER CONTRIBUTIONS

(i) Joint Regional Planning Panel (JRPP)

The Joint Regional Planning Panel is the consent authority for the determination of the subject Development Application, by virtue of subclause 8, Schedule 4A of the Environmental Planning and Assessment Act 1979.

(ii) Designated Development

Environmental Planning and Assessment Regulation 2000

“4 What is designated development?”

- (1) *Development described in Part 1 of Schedule 3 is declared to be designated development for the purposes of the Act unless it is declared not to be designated development by a provision of Part 2 or 3 of that Schedule.”*

“Schedule 3 Designated Development

Part 1 What is Designated Development?

19 Extractive industries

- (1) *Extractive industries (being industries that obtain extractive materials by methods including excavating ... or quarrying or that store, stockpile or process extractive materials by methods including washing, crushing, sawing or separating):*
- (a) *that obtain or process for sale, or reuse, more than 30,000 cubic metres of extractive material per year, or*
 - (b) *that disturb or will disturb a total surface area of more than 2 hectares of land by:*
 - (i) *clearing or excavating, or*
 - (ii) *constructing dams, ponds, drains, roads or conveyors, or*
 - (iii) *storing or depositing overburden, extractive material or tailings, or*
 - (c) *that are located:*
 - (i) *in or within 40 metres of a natural waterbody ...”*

The proposed development is an *extractive industry* with a proposed output level of 150,000 tpa that will disturb an area greater than two hectares and is located within 40 metres of a natural waterbody.

The application has been submitted to Council as a Designated Development, including Director-General requirements and the required accompanying documentation.

(iii) Integrated Development

The proposed development is also deemed to be Integrated Development under s91 of the Environmental Planning and Assessment Act 1979, with regard to:

- Environment Protection Licence – for the regulation of pollution from the quarry. The licence would be issued by the Environment Protection Agency (EPA) under the Protection of the Environment Operations Act 1997.
- Water Supply Work and Use Approvals – for extraction and specified use of water from a ground or regulated river water source within a Water Sharing Plan. The approvals would be issued by NSW Office of Water under the Water Management Act 2000.
- Water Access Licence – for establishment of a nominated limit of water from a ground or regulated river water source(s) which can be used in accordance with the rules of the relevant Water Sharing Plan. The licence would be issued by the NSW Office of Water under the Water Management Act 2000.
- Section 138 Permit – for works on a public road. The permit would be issued (as required) by the road authority, in this case Dubbo City Council, under the Roads Act 1993.

The EPA has provided Council with General Terms of Approval (GTA) in correspondence dated 7 August 2013 (**Appendix 3**). The GTAs have been included in the proposed conditions of consent included as **Appendix 1**.

The NSW Office of Water has provided Council with General Terms of Approval (GTA) in correspondence dated 10 September 2013 (**Appendix 3**). The GTAs have been included in the proposed conditions of consent included as **Appendix 1**.

The maintenance and works required to the public road are addressed as part of a Voluntary Planning Agreement (VPA), to which the parties have agreed 'in principle' which is included here as **Appendix 4**.

(iv) S79C Evaluation

The proposed development is generally in compliance with the requirements of S79C Evaluation under the Environmental Planning and Assessment Act 1979. The detailed report is included as **Appendix 5**.

(v) **S64 and S94 Contributions**

Due to the distance from the Dubbo urban area and nature of the development, none of Council's Contribution Plans are applicable to the subject development. However, it is recognised that the proposed expansion of the Rawsonville Quarry will have an impact upon the adjoining road system and, as such, the applicant has agreed to enter into a Voluntary Planning Agreement (VPA) with Council.

Following discussions between Council and the proponent (including their consultant), the parties have agreed 'in principle' to the terms of a VPA.

The VPA and the proposed conditions address three major issues:

- The maintenance of Whylandra Crossing Road and Rawsonville Road, with the proponent contributing 60 cents per tonne of sand and gravel extracted, to the maintenance of these roads;
- The sealing of Whylandra Crossing Road and Rawsonville Road to be reassessed by an independent traffic engineer prior to the development processing 90,000 tonnes per year; and
- The intersection roadworks for the Rawsonville Road/Burraway Road intersection when processing reaches 75,000 tonnes per year.

The draft VPA (**Appendix 4**) shall be processed in accordance with the Environmental Planning and Assessment Act 1979, Clauses 93F to 93L.

7. SUBMISSIONS

The Development Application was advertised in the local newspaper for a period in excess of 28 days from 15 April 2013 to 20 May 2013. Adjoining property owners were also notified in writing of the proposed development. The Development Application and accompanying documentation (Environmental Impact Statement) was made available to the public during the exhibition period at both Dubbo City Council and the Department of Planning and Infrastructure Information Centre.

Council received four (4) submissions (attached as **Appendix 6**) during the notification period. The issues raised in those submissions are listed below, with appropriate comment provided.

1. ***That the existing operation is having noise impacts on adjoining residents and the proposed extension of operating hours will increase this impact.***

Comment:

The hours of operation as stated on the previous approval D2005-153 are 7 am to 6 pm Monday to Friday and occasional activities undertaken between 7 am and 5 pm Saturday and/or Sunday.

The hours are to be reduced to 7 am to 6 pm Monday to Friday and 8 am to 5 pm Saturday and/or Sunday, excluding public holidays, which correspond to the 'General Terms of Approval' issued by the Environment Protection Authority (EPA).

There are limited noise sensitive receivers due to the rural nature of the area and the closest dwelling (which did not lodge a submission with Council) from the middle of the subject site is approximately 400 metres on the southern side of the Macquarie River.

The relocation of the hardstand processing plant to the north-east is away from those making submissions, all of which reside on the southern side of the Macquarie River, the closest of these dwellings being approximately 800 metres away.

Additionally, the 'General Terms of Approval' issued by the EPA also state specific noise limits that are required to be met.

- 2. *That the existing quarry has damaged the riverbanks and native fish stocks. The proposal will ruin a local swimming spot and camping ground.***

Comment:

Given that the EPA and the NSW Office of Water have assessed the proposed development, noting its continued operation over the past 10 years and providing 'General Terms of Approval' to Council, the issue of damaged riverbanks and native fish stocks is not substantiated.

- 3. *Concern that in periods of high rainfall polluting material will enter the Macquarie River.***

Comment:

Given that the EPA and the NSW Office of Water have assessed the proposed development, noting its continued operation over the past 10 years and providing 'General Terms of Approval' to Council, the issue of polluting material entering the Macquarie River in periods of high rainfall is not substantiated.

SUMMARY

The proposed development for the expansion of the Rawsonville Quarry complies with the requirements of the Environmental Planning and Assessment Act 1979, Environmental Planning and Assessment Regulation 2000, relevant State Environmental Planning Policies, Dubbo Local Environmental Plan 2011 and Dubbo Development Control Plan 2013 and will contribute positively to the Dubbo economy.

Accordingly, it is recommended that the proposed *Extractive Industry* at Lot 39 DP 754303, 22L Rawsonville Road, Rawsonville, be referred to the Joint Regional Planning Panel for its determination as the consent authority.

It is noted that the referral will contain draft conditions of consent as per **Appendix 1** of this report.

Appendices:

- 1 Conditions of Consent
- 2 Development Plans
- 3 General Terms of Approval
- 4 Draft Voluntary Planning Agreement
- 5 S79C Report
- 6 Submissions - (4)

CONDITIONS:

1. The development shall be undertaken generally in accordance with the Environmental Impact Statement prepared by R W Corkery and Co Pty Ltd dated April 2013.
{Reason: To ensure that the development is undertaken in accordance with that assessed}
2. The Applicant shall enter into a Voluntary Planning Agreement with Dubbo City Council, which will address the following issues:
 - (i) Maintenance of Whylandra Crossing Road and Rawsonville Road;
 - (ii) Sealing of Whylandra Crossing Road and Rawsonville Road; and
 - (iii) Intersection works for Rawsonville Road and Burraway Road.
 {Reason: To ensure that the impact of the proposed development upon public road is adequately addressed}
3. The approved hours of operation for this development are Monday to Friday 7:00 am to 6:00 pm, Saturday and Sunday 8:00 am to 5:00 pm, excluding public holidays.
{Reason: To protect and preserve the amenity of the surrounding locality}
4. All solid waste from the operation of the proposed development shall be assessed, classified and disposed of in accordance with the *Environmental Protection Authority Environmental Guidelines: Assessment, Classification and Management of Non-Liquid Wastes*. Whilst recycling and reuse are preferable to landfill disposal, all disposal options (including recycling and reuse) must be undertaken with lawful authority as required under the Protection of the Environment Operations Act.
{Reason: Council requirement to require compliance with the POEO Act}
5. The sewage management system to be provided to service the buildings relocated to the new processing area, requires the separate approval of Council prior to being installed. In this regard a Sewage Management Facility Application form is required to be obtained from Council, and must be completed and returned to Council with all associated design, installation details and fees. Installation of the facility must not occur until Council has approved the proposed treatment and disposal method for the site and issued an approval to install such intended sewage management facility.

 Note: Any proposed sewage management facility must have a NSW Health Accreditation.
{Reason: Council and statutory requirement of Section 68 Local Government Act 1993}
6. No residential habitation, including on a temporary or short-term basis, shall be undertaken on the subject development site without the prior development consent of Council.
{Reason: Council requirement to permit assessment of impacts, suitability and servicing applicable to such type of development}
7. All trucks entering or exiting the site are to travel along the following transport routes. Trucks leaving the site are to travel north along Rawsonville Road to the intersection of Burraway Road before heading east or west. Trucks arriving at the site are to travel south along Rawsonville Road from the intersection with Burraway Road.

 Trucks shall not travel east or west along Rawsonville Road beyond the intersection with Whylandra Crossing Road.
{Reason: To minimise the impact of dust and protect gravel road surfaces}
8. All vehicles/trucks must enter and exit the subject land and proposed development in a forward direction. No reversing of vehicles / trucks onto the public roadway system will be permitted.
{Reason: To provide safety for the travelling public utilising the public roadways}

9. All loading and unloading of goods related to the development proposal shall be carried out within the confines of the allotment's boundary. Under no circumstances will the loading or unloading of goods on the public roadway system be permitted.
{Reason: Requirement of Council so as not to create adverse traffic conditions}
10. All trucks entering and exiting the site are required to cover the materials transported from the site.
{Reason: To reduce the emission of dust and debris in the locality}
11. Waste oil shall be stored for disposal (preferably by recycling with an approved contractor) in suitable containers which are located within a sealed, bunded and roofed area. This bunded area must be capable of containing 25% of the total volume stored plus the volume of the largest container.
{Reason: Council requirement to prevent the pollution of waters}
12. Noise from the development (L_{Aeq}) shall not exceed the background (L_{A90}) by more than 5dB(A) at any time including any allowance for impulsiveness and tonal characteristics, when measured at the most affected residence.
{Reason: Council requirement to prevent the generation of a noise nuisance}
13. In the event of any Aboriginal archaeological material being discovered during earthmoving/ construction works, all work in that area shall cease immediately and the National Parks and Wildlife Service (NPWS) notified of the discovery as soon as practicable. Work shall only recommence upon the authorisation of the NPWS.
{Reason: Council and statutory requirement to protect Aboriginal heritage}
14. If any threatened species as defined under the Threatened Species Conservation Act 1995 are observed during the operation, work is to cease and the Office of Environment and Heritage (National Parks and Wildlife Service) is to be contacted.
{Reason: To protect and preserve the existing native vegetation, conserve the habitat for local flora and fauna and also a requirement of the National Parks and Wildlife Service}
15. The applicant shall comply with the 'General Terms of Approval' as stated in the correspondence from the Environmental Protection Authority dated 7 August 2013.
{Reason: To ensure the protection of the environment}
16. The applicant shall comply with the 'General Terms of Approval' as stated in the correspondence from the NSW Office of Water dated 10 September 2013.
{Reason: To ensure the protection of the environment}
17. Twelve months after commencement of operations, and every two (2) years thereafter for the duration of the development on the anniversary of the date of consent, the Applicant shall submit an Environmental Management Report to the Council if the output is below 50,000 tonnes per year. This report shall:
 - (i) provide an overview of the operation of the development for the previous year;
 - (ii) identify all the statutory requirements the development is to comply with;
 - (iii) review the environmental performance of the development to determine whether it is complying with this consent and the statutory requirements;
 - (iv) identify all the occasions during the previous year when there has been non-compliance; where non-compliance is occurring, describe what actions are (or will be taken) to ensure compliance, who will be responsible for carrying out these actions, and when these actions will be implemented;
 - (v) include a summary of any complaints made about the development, and indicate what actions were taken (or are being taken) to address these complaints; and

- (vi) include the detailed reporting from the Environmental Monitoring Program and identify any trends in the monitoring over the life of the development.

Note: Where output exceeds 50,000 tonnes per year the Environmental Management Report is required to be forwarded to the Environmental Protection Authority under the license. A copy of the Report shall also be provided to Council.

{Reason: Council requirement to protect the local environment}

18. The Erosion and Sediment Control Plan (Figure 4.1 Environmental Impact Statement dated April 2013) shall be implemented and all the controls in the Plan shall be maintained at all times. A copy of the Plan shall be kept onsite at all times and made available to the accredited certifier and Council officers on request.
{Reason: To reduce the impact of erosion and sedimentation as a result of the quarry}
19. Site rehabilitation and landscaping shall be carried out in accordance the Environmental Impact Statement dated April 2013, '2.13 Rehabilitation and Landscaping'. The site shall be rehabilitated as sections of the site are exhausted. Five (5) yearly reports shall be provided to Council on the extent of rehabilitation, which also includes planning for the forthcoming five (5) year period, including the final period when the extractive industry ceases.
{Reason: To protect the environment, public health, safety and comply with SEPP 55}
20. All chemicals shall be stored in accordance with:
- (i) *Australian Standard AS 1940 – 1993 The Storage and Handling of Flammable and Combustible Liquids;*
 - (ii) *Environmental Protection Authority's Environment Protection Manual for Authorised Officers: Technical Section (Bunding and spill management);*
 - (iii) *NSW WorkCover Authority requirements and observe appropriate spill prevention controls.*
- {Reason: To prevent pollution of the environment and waterways}
21. Any water discharged from the site shall ensure that water quality is maintained in accordance with all quality standards being chemical, physical and microbiological for primary recreational water contact as stated *ANZECC Guidelines and water quality objectives in NSW 2000.*
{Reason: To prevent pollution of the environment and waterways}

NOTES:

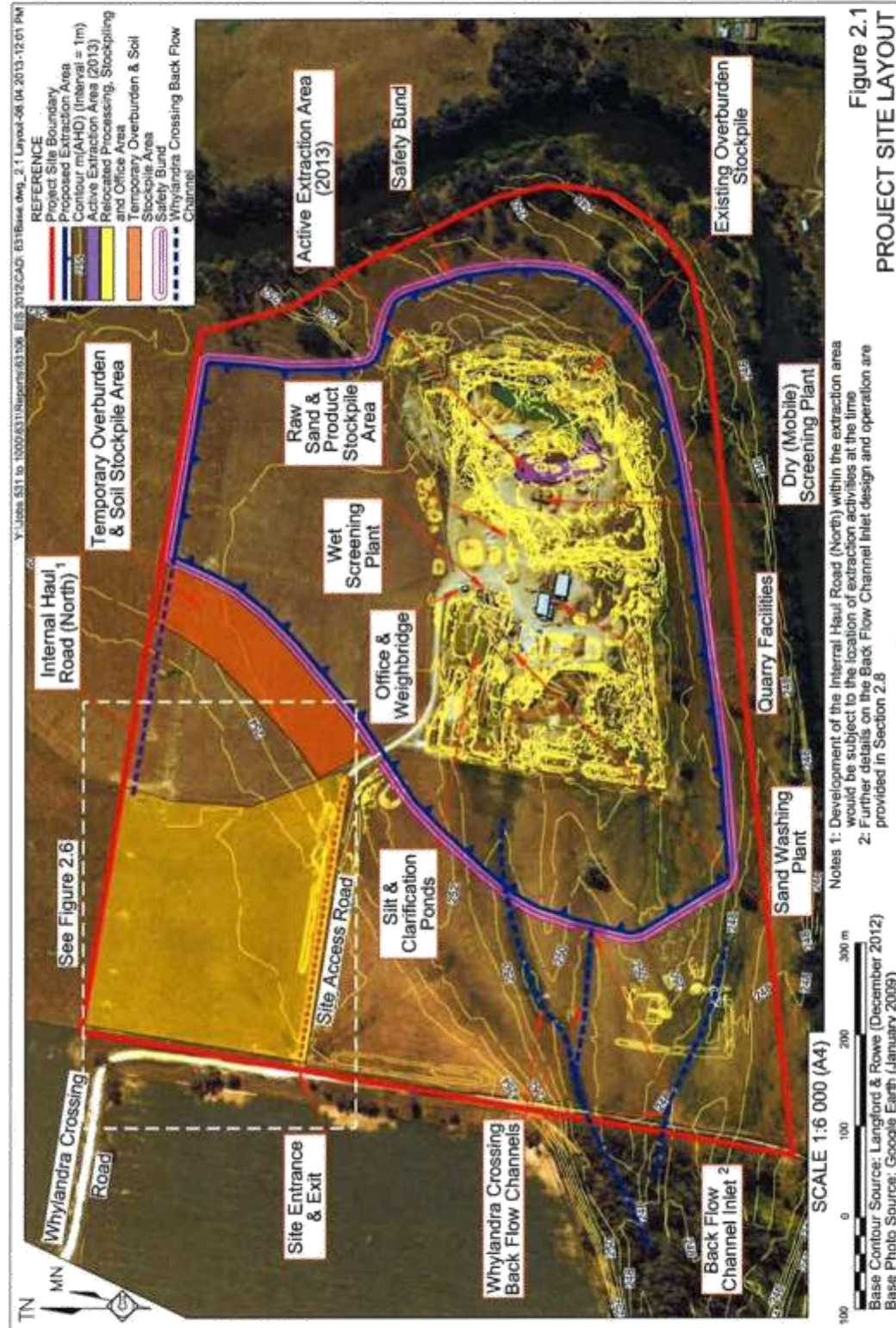
1. **Right of Appeal:** Section 97 of the Environmental Planning and Assessment Act 1979 confers the right for an applicant who is dissatisfied with Council's determination to appeal to the Land and Environment Court within six (6) months after the date on which you receive this Notice.
2. Those building works to be undertaken on the subject site, including the relocation of the existing structures, which do not constitute Exempt Development under the State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007 or another State Environmental Planning Policy, must obtain either a Development Consent and Construction Certificate or a Complying Development Certificate as applicable in the circumstances, prior to erection.
3. It is a statutory requirement that an Approval to Operate a System of Sewage Management must be obtained from the Council prior to commissioning/utilisation of the sewage management facility servicing the new processing area. This approval to operate the sewage management system is time limited and must therefore, be renewed on a regular basis by the owner of the premises. Accordingly,

the applicant to this consent should ensure that the owner of the subject premises is made aware of the following:

- (i) That an approval to Operate a System of Sewage Management must be obtained from the Council prior to commissioning/utilisation of the sewage management facility; and
 - (ii) That such approval once obtained must be renewed on a regular basis.
4. Offensive noise as defined under the Protection of the Environment Operations Act 1997 shall not be emitted from the proposed development.
 5. All appropriate approvals are to be obtained from NSW WorkCover Authority.
 6. Air impurities as defined under the Protection of the Environment Operations Act 1997 shall not be released or emitted into the atmosphere in a manner which is prejudicial to the health and safety of occupants, the surrounding inhabitants or the environment.

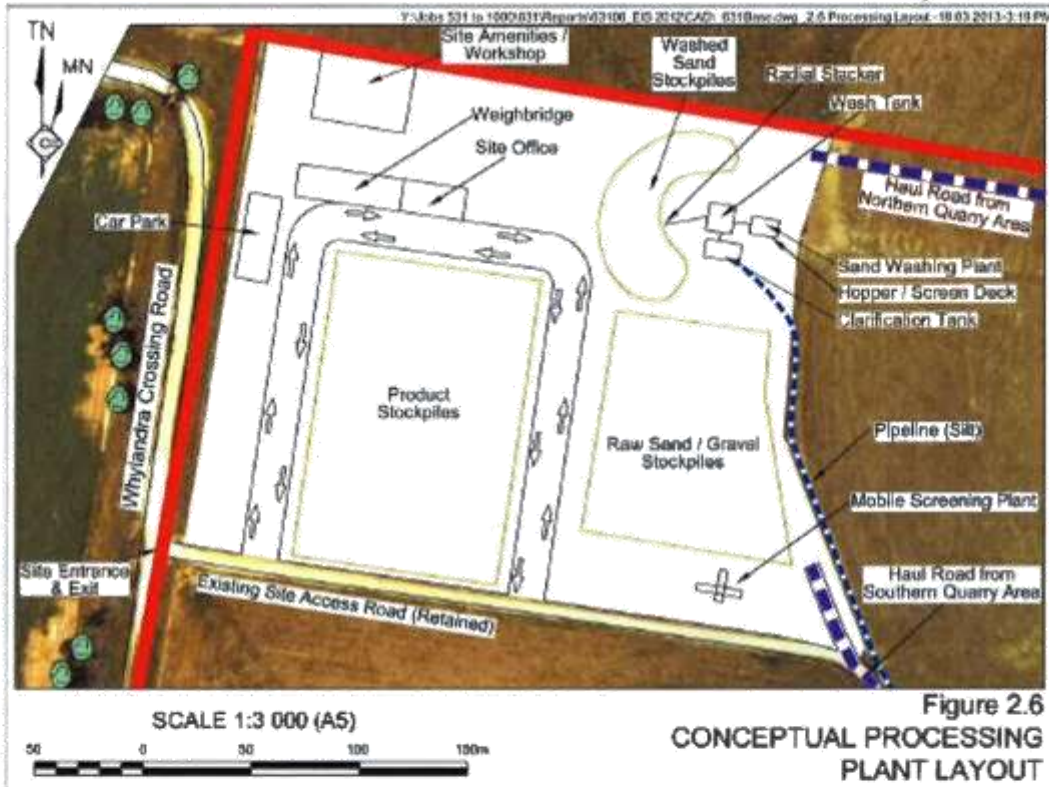
DUBBO SANDS
 Rawsonville Quarry Extension
 Report No. 631/06

ENVIRONMENTAL IMPACT STATEMENT
 Section 2 - Description of Proposal



ENVIRONMENTAL IMPACT STATEMENT
 Section 2 – Description of Proposal

DUBBO SANDS
 Rawsonville Quarry Extension
 Report No. 631/06



Protection of the Environment Operations Act 1997

General Terms of Approval - Issued



Notice No: 1514330

The General Manager
Dubbo City Council
PO Box 81
DUBBO NSW 2830

Attention: Mr Darryll Quigley

Notice Number 1514330
File Number LIC13/10
Date 07-Aug-2013

Re: "Rawsonville Quarry - Dubbo Sands - D2013-152"

Issued pursuant to Section 91A(2) Environmental Planning and Assessment Act 1979

I refer to the development application and accompanying information provided for the Rawsonville Quarry - Dubbo Sands project, Development Application D2013-152 received by the Environment Protection Authority (EPA) on 17 April 2013.

In addition I refer to:

- letters from the EPA dated 10 May 2013 and 28 May 2013, requesting additional information regarding impacts to air and water from the proposal;
- letter from Dubbo City Council (Council) dated 24 May 2013 received by the EPA on 27 May 2013 with enclosed public submissions; and
- letter from Council dated 27 June 2013 including submission of additional information on water and air impacts.

The EPA has reviewed the information provided and has determined that it is able to issue a licence for the proposal, subject to a number of conditions. The applicant will need to make a separate application to the EPA to obtain this licence.

The EPA would like to take this opportunity to remind the proponent that Scheduled Development Work or Scheduled Activities associated with the proposed expansion are not permitted onsite until Scheduled Development Work and Scheduled Activity licences are issued by the EPA.

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Protection of the Environment Operations Act 1997

General Terms of Approval - Issued



Notice No: 1514330

The general terms of approval for this proposal are provided at **Attachment A**. Additional information for the proponent relating to the Pollution Studies and Reduction Program regarding Air Quality can be found at **Attachment C**. If Council grants development consent for this proposal these conditions should be incorporated into the consent.

These general terms relate to the development as proposed in the documents and information currently provided to the EPA. In the event that the development is modified either by the applicant prior to the granting of consent or as a result of the conditions proposed to be attached to the consent, it will be necessary to consult with EPA about the changes before the consent is issued. This will enable EPA to determine whether its general terms need to be modified in light of the changes.

The EPA advises that the proponent will need to submit the reports outlined in the Pollution Studies and Reduction Programs in **Attachment A** when submitting the application form for an Environment Protection Licence (EPL) to the EPA. The EPA cannot issue an EPL until these plans have been received and reviewed by the EPA.

The EPA would like to advise Council that every Protection of the Environment Operations Act 1997 (POEO) licence will contain a number of mandatory conditions. A copy of the mandatory conditions has been included as a separate attachment to the general terms of approval and is provided as **Attachment B**.

The proponent should also be aware of their obligations to prepare a Pollution Incident Response Management Plan (PIRMP) for the premises as required by the Protection of the Environment Legislation Amendment Act 2011. Guidelines on the preparation of the PIRMP can be found at <http://www.environment.nsw.gov.au/resources/legislation/201200227egpreppirmp.pdf>. The proponent is also required to submit the PIRMP for the premises with the licence application form.

If you have any questions, or wish to discuss this matter further please contact Samantha Wynn on 02 68 835 330.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Bradley Tanswell', written over a horizontal dotted line.

Bradley Tanswell
Acting Head Pesticides, Operations & Planning

North - Dubbo

(by Delegation)

Unit

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Protection of the Environment Operations Act 1997

General Terms of Approval - Issued



Notice No: 1514330

Protection of the Environment Operations Act 1997

General Terms of Approval - Issued



Notice No: 1514330

Attachment A - Rawsonville Quarry Extension - Dubbo Sands

Administrative conditions

A1. Information supplied to the EPA

A1.1 Except as expressly provided by these general terms of approval, works and activities must be carried out in accordance with the proposal contained in:

- the development application No D2013-152 submitted to Dubbo City Council on 11 April 2013 by Dubbo Sands Pty Limited;
- the Environmental Impact Statement titled 'Environmental Impact Statement for the Rawsonville Quarry Extension, April 2013', prepared by R.W. Corkery & Co. Pty Limited relating to the development; and
- all additional documents supplied to the EPA in relation to the development, including:
 - Response to request for additional information from the EPA, June 2013
 - Re-issued Air Quality Impact Assessment, prepared by ERM Australia.
 - Re-issued Surface Water Assessment, prepared by SEEC.
 - Re-issued Figure 2.1 : Site Layout.

The project must be developed as proposed in the documents and information currently provided to the EPA as outlined above. In the event that the development is modified either by the applicant prior to the granting of consent or as a result of the conditions proposed to be attached to the consent, it will be necessary to consult with EPA about the changes before the consent is issued. This will enable EPA to determine whether its general terms need to be modified in light of the changes.

A2. Fit and Proper Person

A2.1 The applicant must, in the opinion of the EPA, be a fit and proper person to hold a licence under the Protection of the Environment Operations Act 1997, having regard to the matters in s.63 of that Act.

Limit conditions

L1. Pollution of waters

L1.1 Except as may be expressly provided by a licence under the Protection of the Environment Operations Act 1997 in relation of the development, section 120 of the *Protection of the Environment Operations Act 1997* must be complied with in and in connection with the carrying out of the development.

L5. Waste

L5.1 The licensee must not cause, permit or allow any waste generated outside the premises to be received at the premises for storage, treatment, processing, reprocessing or disposal or any waste generated at the premises to be disposed of at the premises, except as expressly permitted by a licence under the Protection of the Environment Operations Act 1997.

Page 4

Protection of the Environment Operations Act 1997

General Terms of Approval - Issued



Notice No: 1514330

L5.2 This condition only applies to the storage, treatment, processing, reprocessing or disposal of waste at the premises if it requires an environment protection licence under the Protection of the Environment Operations Act 1997.

L6. Noise limits

L6.1 Noise generated at the premises must not exceed the noise limits in the table below. The receiver locations are drawn from Table 1 of the "Rawsonville Quarry Extension Noise Assessment" prepared by Spectrum Acoustics (Report No. 631/07 dated March 2013).

Location	Day Noise Limit LAeq (15 minute)
R6 – C.M. & P.M. Fletcher [<i>Lot and DP to be provided</i>]	37 dB(A)
Any other residential receiver	35 dB(A)

Note: Noise limits for the resident identified as R6 above is interim, pending the relocation of the processing facilities as described in the environmental assessment. The EPA intends to decrease the noise limit at R6 to 35 dB(A) upon relocation of the processing facility.

L6.2 For the purpose of condition L6.1;

- Day is defined as the period from 7am to 6pm Monday to Saturday and 8am to 6pm Sunday and Public Holidays.

L6.3 The noise limits set out in condition L6.1 apply under all meteorological conditions except for the following:

- Wind speeds greater than 3 metres/second at 10 metres above ground level.
- Stability category F temperature inversion conditions and wind speeds greater than 2 metres/second at 10 metres above ground level; or
- Stability category G temperature inversion conditions.

L6.4 For the purposes of condition L6.3:

- Data recorded by a meteorological station installed on site must be used to determine meteorological conditions; and
- Temperature inversion conditions (stability category) are to be determined by the sigma-theta method referred to in Part E4 of Appendix E to the NSW Industrial Noise Policy.

L6.5 To determine compliance:

- with the Leq(15 minute) noise limits in condition L6.1, the noise measurement equipment must be located:
 - approximately on the property boundary, where any dwelling is situated 30 metres or less from the property boundary closest to the premises; or
 - within 30 metres of a dwelling façade, but not closer than 3m, where any dwelling on the property is situated more than 30 metres from the property boundary closest to the premises; or, where applicable
 - within approximately 50 metres of the boundary of a National Park or a Nature Reserve.
- with the LA1(1 minute) noise limits in condition L6.1, the noise measurement equipment must be located within 1 metre of a dwelling façade.

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b) with the noise limits in condition L6.1, the noise measurement equipment must be located:

- at the most affected point at a location where there is no dwelling at the location; or
- at the most affected point within an area at a location prescribed by conditions L6.5(a) or L6.5(b).

L6.6 A non-compliance of condition L6.1 will still occur where noise generated from the premises in excess of the appropriate limit is measured:

- at a location other than an area prescribed by conditions L6.5(a) and L6.5(b); and/or
- at a point other than the most affected point at a location.

L6.7 For the purposes of determining the noise generated at the premises the modification factors in Section 4 of the NSW Industrial Noise Policy must be applied, as appropriate, to the noise levels measured by the noise monitoring equipment.

M8 Requirement to Monitor Noise

M8.1 To assess compliance with Condition L6.1, attended noise monitoring must be undertaken in accordance with Conditions L6.5 and:

- a) at each one of the locations listed in Condition L6.1;
- b) occur annually in a reporting period;
- c) occur during each day period as defined in the NSW Industrial Noise Policy for a minimum of 1.5 hours;
- d) occur for three consecutive operating days.

Reporting Conditions

R4 Noise Monitoring Report

A noise compliance assessment report must be submitted to the EPA within 30 days of the completion of the yearly monitoring. The assessment must be prepared by a suitably qualified and experienced acoustical consultant and include:

- a) an assessment of compliance with noise limits presented in Condition L6.1; and
- b) an outline of any management actions taken within the monitoring period to address any exceedences of the limits contained in Condition L6.1.

Additions to Definition of Terms of the licence

- NSW Industrial Noise Policy - the document entitled "New South Wales Industrial Noise Policy published by the Environment Protection Authority in January 2000."
- Noise – 'sound pressure levels' for the purposes of conditions L6.1 to L6.7.

Hours of operation

L6.1 Activities at the premises may only be carried on between:

- 07:00am to 06:00pm Monday to Friday, excluding Public Holidays.

L6.2 Activities at the premises, other than construction work, may be carried on between:

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- 08:00am to 05:00pm Saturday and/or Sunday, excluding Public Holidays.

L6.3 This condition does not apply to the delivery of material outside the hours of operation permitted by condition L6.1 or L6.2, if that delivery is required by police or other authorities for safety reasons; and/or the operation or personnel or equipment are endangered. In such circumstances, prior notification is provided to the EPA and affected residents as soon as possible, or within a reasonable period in the case of emergency.

L6.4 The hours of operation specified in conditions L6.1 and L6.2 may be varied with written consent if the EPA is satisfied that the amenity of the residents in the locality will not be adversely affected.

L7. Blasting limits

Blasting is not permitted at the premise.

Operating conditions

O1. Odour

O1.1 The licensee must not cause or permit the emission of offensive odour beyond the boundary of the premises. Note: Section 129 of the Protection of the Environment Operations Act 1997, provides that the licensee must not cause or permit the emission of any offensive odour from the premises but provides a defence if the emission is identified in the relevant environment protection licence as a potentially offensive odour and the odour was emitted in accordance with the conditions of the license directed at minimising odour.

No condition of this licence identifies a potentially offensive odour for the purpose of Section 129 of the Protection of the Environment Operations Act 1997

O2. Dust

O2.1 Activities occurring in or on the premises must be carried out in a manner that will minimise the generation, or emissions of dust from the premises.

O2.2 The premises must be maintained in a condition which minimises or prevents the emission of dust from the premises.

O2.3 Trucks entering and leaving the premises that are carrying loads must be covered at all times, except during loading and unloading.

O3. Stormwater/sediment control - Construction Phase

O3.1 A Stormwater Management Scheme must be prepared for all aspects of the construction phase of the development and must be implemented. Implementation of the Scheme must mitigate the impacts of stormwater run-off from and within the premises during construction. The Scheme should be consistent with the Stormwater Management Plan for the catchment. Where a Stormwater Management Plan has not yet been prepared the Scheme should be consistent with the guidance contained in *Managing Urban Stormwater: Council Handbook* (available from the EPA).

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O4. Stormwater/sediment control - Operation Phase

O4.1 A Stormwater Management Scheme must be prepared for the development and must be implemented. Implementation of the Scheme must mitigate the impacts of stormwater run-off from and within the premises following the completion of construction activities. The Scheme should be consistent with the Stormwater Management Plan for the catchment. Where a Stormwater Management Plan has not yet been prepared the Scheme should be consistent with the guidance contained in *Managing Urban Stormwater: Council Handbook* (available from the EPA).

O5. Bunding Requirements

All above ground storage facilities containing flammable and combustible liquids must be bunded in accordance with Australian Standard AS 1940-2004.

Monitoring and recording conditions

M1 Monitoring records

M1.1 The results of any monitoring required to be conducted by the EPA's general terms of approval, or a licence under the Protection of the Environment Operations Act 1997, in relation to the development or in order to comply with the load calculation protocol must be recorded and retained as set out in conditions M1.2 and M1.3.

M1.2 All records required to be kept by the licence must be:

- in a legible form, or in a form that can readily be reduced to a legible form;
- kept for at least 4 years after the monitoring or event to which they relate took place; and
- produced in a legible form to any authorised officer of the EPA who asks to see them.

M1.3 The following records must be kept in respect of any samples required to be collected: the date(s) on which the sample was taken;

- the time(s) at which the sample was collected;
- the point at which the sample was taken; and
- the name of the person who collected the sample.

M2. Requirement to monitor concentration of pollutants discharged

M2.1 Requirement to monitor weather

a) The licensee must monitor (by sampling and obtaining results by analysis) the parameters specified in Column 1. The licensee must use the sampling method, units of measure, averaging period and sample at the frequency, specified opposite in the other columns.

Monitoring Point 1

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Parameter	Units of measure	Frequency	Averaging Period	Sampling Method
Rainfall	mm/hour	continuous	1 hour	AM-4
Sigma theta	degrees	continuous	10 minute	AM-2 and AM-4
Siting				AM-1
Temperature at 2 metres	kelvin	continuous	10 minute	AM-4
Temperature at 10 metres	kelvin	continuous	10 minute	AM-4
Total solar radiation	watts per square metre	continuous	10 minute	AM-4
Wind Direction at 10 metres	degrees	continuous	10 minute	AM-2 and AM-4
Wind Speed at 10 metres	metres per second	continuous	10 minute	AM-2 and AM-4

Note: The location of Point 1 must be confirmed and approved by the EPA prior to construction or operational activities being undertaken at the site. This must be detailed in the Air Quality Management Plan which must be submitted to the EPA with the Environment Protection Licence application as referred to in condition U1.1.

b) Monitoring of all parameters listed in Column 1 must commence prior to earth moving activities being undertaken at the site.

M4. Testing methods - concentration limits

M4.1 Monitoring for the concentration of a pollutant emitted to the air required to be conducted by the EPA's general terms of approval, or a licence under the *Protection of the Environment Operations Act 1997*, in relation to the development or in order to comply with a relevant local calculation protocol must be done in accordance with:

any methodology which is required by or under the POEO Act 1997 to be used for the testing of the concentration of the pollutant; or

if no such requirement is imposed by or under the POEO Act 1997, any methodology which the general terms of approval or a condition of the licence or the protocol (as the case may be) requires to be used for that testing; or

if no such requirement is imposed by or under the POEO Act 1997 or by the general terms of approval or a condition of the licence or the protocol (as the case may be), any methodology approved in writing by the EPA for the purposes of that testing prior to the testing taking place.

Note: The Clean Air (Plant and Equipment) Regulation 1997 requires testing for certain purposes to be conducted in accordance with test methods contained in the publication "Approved Methods for the Sampling and Analysis of Air Pollutants in NSW".)

Reporting conditions

R1.1 The applicant must provide an annual return to the EPA in relation to the development as required by any licence under the *Protection of the Environment Operations Act 1997* in relation to the development. In the return the applicant must report on the annual monitoring undertaken (where the activity results in pollutant discharges), provide a summary of complaints relating to the development, report on compliance with licence conditions and provide a calculation of licence fees (administrative fees and, where relevant, load based fees) that are payable. If load based fees apply to the activity the applicant will be required to submit load-based fee calculation worksheets with the return.

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General Conditions

Signage

Each monitoring and discharge point must be clearly marked by a sign that indicates the EPA point identification number.

U1 Pollution Studies and Reduction Programs

U1.1 Air Quality Management Plan

For all emission sources at the site the proponent must prepare an Air Quality Management Plan that includes, but is not limited to:

- Key performance indicator(s), including the use of site specific measurements such as silt content, moisture content of road surface and mobile emissions monitoring;
- Monitoring method(s);
- Location, frequency and duration of monitoring;
- Record keeping;
- Response mechanisms; and
- Compliance reporting.

The air quality management plan should consider inclusion of a real time monitoring and dust management system.

The air quality management plan must be submitted to the Environment Protection Authority (EPA) in conjunction with the application for an Environment Protection Licence under the *Protection of the Environment Operations Act 1997* for the project.

The air quality management plan must be implemented prior to the commencement of any dust generating activities at the site.

The Air Quality Management Plan must address the issues outlined in Attachment C.

U1.2 Soil Erosion and Sediment Control Plan

The Applicant must prepare and implement a Soil Erosion and Sediment Control Plan. This Plan must as a minimum:

- (a) ensure that soil erosion and sediment pollution will be managed consistent with Volume 1 of *Managing Urban Stormwater: Soils and Construction (Landcom 2004)*
- (b) ensure that the diversion drains will be designed and managed consistent with *Managing Urban Stormwater: Soils and Construction - Volume 2E Mines and Quarries (DECC 2008)*
- (c) ensure that the clarification ponds are sized and managed consistent with *Managing Urban Stormwater: Soils and Construction - Volume 2E Mines and Quarries (DECC 2008)*
- (d) ensure that the haul roads and access roads will be managed consistent with *Managing Urban Stormwater: Soils and Construction - Volume 2C Unsealed Roads (DECC 2008)*
- (e) provide plan drawings showing the locations for best management practices for the site during development of the extraction area

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- (f) include written text detailing the installation, monitoring and maintenance requirements for each of the recommended BMPs for erosion and sediment control
- (g) include detailed drawings of any engineering structures such as clarification ponds, diversion drains and the clear water diversion structures, including design standards and management regimes to return the erosion and sediment control system to design capacity following rainfall events
- (h) detail a self-auditing program that includes event-based and at least weekly site inspections, including as a minimum:
 - a log of inspections
 - the stability of sediment fences
 - removal of trapped sediment from sediment fences
 - maintaining the stability and design capacity of diversion drains
 - management of the clarification ponds

The erosion and sediment control plan must be submitted to the Environment Protection Authority (EPA) in conjunction with the application for an Environment Protection Licence under the *Protection of the Environment Operations Act 1997* for the project.

U1.3 - Noise Management Plan

The Applicant must prepare and implement a Noise Management Plan (NMP). The plan must include the implementation of the on-site noise control management mitigation measures outlined in section 4.6.4 of the EIS, including how measures will be monitored and enforced.

The noise management plan must be submitted to the Environment Protection Authority (EPA) in conjunction with the application for an Environment Protection Licence under the *Protection of the Environment Operations Act 1997* for the project.

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Attachment B – Rawsonville Quarry Extension - Dubbo Sands Mandatory Conditions for all EPA licences

Operating conditions

Activities must be carried out in a competent manner

Licensed activities must be carried out in a competent manner.

- This includes:
the processing, handling, movement and storage of materials and substances used to carry out the activity; and
the treatment, storage, processing, reprocessing, transport and disposal of waste generated by the activity.

Maintenance of plant and equipment

- All plant and equipment installed at the premises or used in connection with the licensed activity:
must be maintained in a proper and efficient condition; and
must be operated in a proper and efficient manner.

Monitoring and recording conditions

Recording of pollution complaints

The licensee must keep a legible record of all complaints made to the licensee or any employee or agent of the licensee in relation to pollution arising from any activity to which this licence applies.

- The record must include details of the following:
the date and time of the complaint;
the method by which the complaint was made;
any personal details of the complainant which were provided by the complainant or, if no such details were provided, a note to that effect;
the nature of the complaint;
the action taken by the licensee in relation to the complaint, including any follow-up contact with the complainant;
and
if no action was taken by the licensee, the reasons why no action was taken.

The record of a complaint must be kept for at least 4 years after the complaint was made.

The record must be produced to any authorised officer of the EPA who asks to see them.

Telephone complaints line

The licensee must operate during its operating hours a telephone complaints line for the purpose of receiving any complaints from members of the public in relation to activities conducted at the premises or by the vehicle or mobile plant, unless otherwise specified in the licence.

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The licensee must notify the public of the complaints line telephone number and the fact that it is a complaints line so that the impacted community knows how to make a complaint.

This condition does not apply until 3 months after this condition takes effect.

Reporting conditions

Annual Return documents

What documents must an Annual Return contain?

- The licensee must complete and supply to the EPA an Annual Return in the approved form comprising:
 - a Statement of Compliance; and
 - a Monitoring and Complaints Summary.

A copy of the form in which the Annual Return must be supplied to the EPA accompanies this licence. Before the end of each reporting period, the EPA will provide to the licensee a copy of the form that must be completed and returned to the EPA.

Period covered by Annual Return

An Annual Return must be prepared in respect of each reporting, except as provided below

Note: The term "reporting period" is defined in the dictionary at the end of this licence. Do not complete the Annual Return until after the end of the reporting period.

- Where this licence is transferred from the licensee to a new licensee,
 - the transferring licensee must prepare an annual return for the period commencing on the first day of the reporting period and ending on the date the application for the transfer of the licence to the new licensee is granted; and
 - the new licensee must prepare an annual return for the period commencing on the date the application for the transfer of the licence is granted and ending on the last day of the reporting period.

Note: An application to transfer a licence must be made in the approved form for this purpose.

- Where this licence is surrendered by the licensee or revoked by the EPA or Minister, the licensee must prepare an annual return in respect of the period commencing on the first day of the reporting period and ending on
 - in relation to the surrender of a licence - the date when notice in writing of approval of the surrender is given; or
 - in relation to the revocation of the licence - the date from which notice revoking the licence operates.

Deadline for Annual Return

The Annual Return for the reporting period must be supplied to the EPA by registered post not later than 60 days after the end of each reporting period or in the case of a transferring licence not later than 60 days after the date the transfer was granted (the 'due date').

Licensee must retain copy of Annual Return

The licensee must retain a copy of the annual return supplied to the EPA for a period of at least 4 years after the annual return was due to be supplied to the EPA.

Certifying of Statement of Compliance and Signing of Monitoring and Complaints Summary

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Within the Annual Return, the Statement of Compliance must be certified and the Monitoring and Complaints Summary must be signed by:

- (a) the licence holder; or
- (b) by a person approved in writing by the EPA to sign on behalf of the licence holder.

A person who has been given written approval to certify a Statement of Compliance under a licence issued under the Pollution Control Act 1970 is taken to be approved for the purpose of this condition until the date of first review this licence.

Notification of environmental harm

Note: The licensee or its employees must notify the EPA of incidents causing or threatening material harm to the environment as soon as practicable after the person becomes aware of the incident in accordance with the requirements of Part 5.7 of the Act

Notifications must be made by telephoning the EPA's Pollution Line service on 131 555.

The licensee must provide written details of the notification to the EPA within 7 days of the date on which the incident occurred.

Written report

Where an authorised officer of the EPA suspects on reasonable grounds that:

- (a) where this licence applies to premises, an event has occurred at the premises; or
- (b) where this licence applies to vehicles or mobile plant, an event has occurred in connection with the carrying out of the activities authorised by this licence,

and the event has caused, is causing or is likely to cause material harm to the environment (whether the harm occurs on or off premises to which the licence applies), the authorised officer may request a written report of the event.

The licensee must make all reasonable inquiries in relation to the event and supply the report to the EPA within such time as may be specified in the request.

- The request may require a report which includes any or all of the following information:
 - the cause, time and duration of the event;
 - the type, volume and concentration of every pollutant discharged as a result of the event;
 - the name, address and business hours telephone number of employees or agents of the licensee, or a specified class of them, who witnessed the event; and
 - the name, address and business hours telephone number of every other person (of whom the licensee is aware) who witnessed the event, unless the licensee has been unable to obtain that information after making reasonable effort;
 - action taken by the licensee in relation to the event, including any follow-up contact with any complainants;
 - (details of any measure taken or proposed to be taken to prevent or mitigate against a recurrence of such an event;
 - (any other relevant matters.

The EPA may make a written request for further details in relation to any of the above matters if it is not satisfied with the report provided by the licensee. The licensee must provide such further details to the EPA within the time specified in the request.

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General conditions

Copy of licence kept at the premises or on the vehicle or mobile plant

A copy of this licence must be kept at the premises or on the vehicle or mobile plant to which the licence applies.

The licence must be produced to any authorised officer of the EPA who asks to see it.

The licence must be available for inspection by any employee or agent of the licensee working at the premises or operating the vehicle or mobile plant.

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Attachment C - Rawsonville Quarry Extension - Dubbo Sands

Air Quality Management Plan

The EPA provides the following information to assist in the preparation of a site specific Air Quality Management Plan (AQMP) for all emission sources as requested in condition U1.1 of the EPA General Terms of Approval.

1. Assessment proposes control for particulate emission sources

The EPA notes that the assessment of potential impacts from the proposed expansion utilises percentage reductions in emission calculations based on proposed control methods and as such the predicted potential for impact relies on whether emissions are as effectively controlled as assumed in the assessment. Key emission reduction assumptions are as follows:

- 50% control for water sprays for trucks dumping material
- 75% control for haul trucks on unpaved roads (Level 2 watering >2L/m²/hr)
- 50% control for water sprays for wind erosion from stockpiles
- 50% control for water sprays for loading and unloading stockpiles
- 50% control for handling of wet material at extraction area
- 30% control for wind erosion from topsoil and overburden stockpiles

In addition, the EPA notes that assumed silt and moisture content can have a significant impact on emission estimates. This highlights the need for quantitative measurement of these variables for each dust control measure as part of the Air Quality Management Plan for the site.

2. An Air Quality Management Plan needs to be prepared prior to submission of the application for an Environment Protection Licence

The AQIA outlines the management and mitigation measures that will be included in the Air Quality Management Plan which are as follows:

- Prompt revegetation of exposed areas, bunds and topsoil/subsoil stockpiles where practicable;
- Water tanker to maintain a watering rate of greater than 2L/m²/hr;
- Use of screening plant dust extraction equipment and additional of water at transfer points;
- All vehicles transporting materials from premises must have tailgates securely fixed and must be covered at all times with tarpaulin covers after loading and before unloading; and
- Daily monitoring of effectiveness of dust suppression measures.

The additional information includes specific details for each mitigation measure to demonstrate they are auditable and enforceable and able to be effectively implemented to manage particulate emissions. The Key Performance Indicator

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(KPI) for each emission source is largely "no visible windborne dust" which will be monitored by visual observations either twice daily or ongoing throughout operational periods.

Visual observations may be appropriate for some emission sources. However, the effective control of particulate emissions from some sources, such as haul roads to achieve a 75% emission reduction, should be based on site specific measurements. The EPA considers the proposed twice daily visual observation of particulate emissions from haul roads is unlikely to be adequate to achieve the assumed 75% emission reduction.

The EPA considers the detailed information regarding the air quality mitigation measures should be included in a site specific air quality management plan (as requested in condition U1.1) where they can be further assessed at the licence application stage should the project be approved. Further, the proponent should consider alternative Key Performance Indicators based on site specific measurements for some sources (e.g. haul roads and hardstand areas) to ensure the assumed reduction in emissions is achieved. The need for a real time monitoring and dust management system should also be considered further during the development of the Air Quality Management Plan.



Department of
Primary Industries
Office of Water

Stephen Wallace
Dubbo City Council
PO Box 81
DUBBO NSW 2830

Contact Tim Baker
Phone 02 6841 7403
Mobile 0428 162 097
Fax 02 6884 0096
Email Tim.Baker@water.nsw.gov.au

Our ref 80 ERM2012/0954

Attention: Darryl Quigley

Dear Darryl

DEVELOPMENT APPLICATION D2013-152 – RAWSONVILLE QUARRY EXTENSION

I refer to the revised Surface Water Assessment submitted by the proponent on 15 August 2013 in response to correspondence by the NSW Office of Water dated 10 July 2013 and 30 July 2013. The NSW Office of Water (NOW) has reviewed this information in conjunction with the original submitted EIS dated April 2013. Based on this review the NSW Office of Water is prepared to issue General Terms of Approval (GTA) and recommended conditions of consent. The licensing requirements that the GTA relate to include the following:

- Work Approval under the *Water Management Act 2000* for an excavation which will result in the take of groundwater.

Detailed comments are provided in Attachment A, Recommended conditions of consent in Attachment B and General Terms of Approval in Attachment C.

Please note Council's statutory obligations under section 91A(3) of the *Environmental Planning and Assessment Act, 1979* (EPA Act) which requires a consent, granted by a consent authority, to be consistent with the GTA proposed to be granted by the approval body.

If the proposed development is approved by Council, the Office of Water requests that the attached GTA be included (in their entirety) in Council's development consent. Please also note the following:

- The Office of Water should be notified if any plans or documents are amended and these amendments result in more than minimal change to the proposed development or in additional works on waterfront land.
Once notified, the Office of Water will ascertain if the amended plans require review or variation/s to the GTA. This requirement applies even if the proposed works are part of Council's proposed consent conditions and do not appear in the original documentation.
- The Office of Water should be notified if Council receives an application to modify the development consent if the modification relates to a matter covered by our GTA. Failure to notify may render the consent invalid.
- The Office of Water requests notification of any legal challenge to the consent.

Under section 91A(6) of the EPA Act, Council must provide the Office of Water with a copy of any determination/s including refusals.

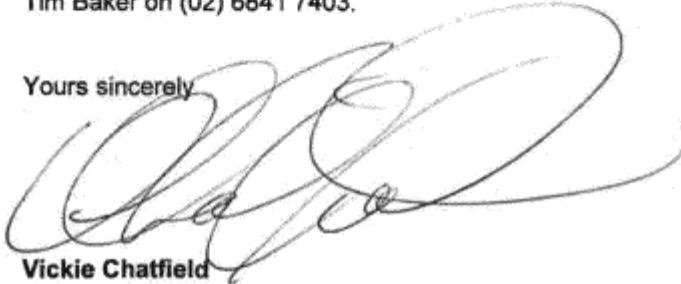
www.water.nsw.gov.au | NSW Office of Water

209 Cobra St, Dubbo | PO Box 717 Dubbo NSW 2830 | t 02 6884 2560 | f 02 6884 0096

The GTA in Attachment C are not the work approval. The applicant must apply to the NSW Office of Water for the work approval **after consent** has been issued by Council **and before** the commencement of the related works.

Should you have any further queries in relation to this submission please do not hesitate to contact Tim Baker on (02) 6841 7403.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Vickie Chatfield', written over a large, faint circular stamp or watermark.

Vickie Chatfield
Manager Water Regulation Central/Far West
10 September 2013

ATTACHMENT A

NSW OFFICE OF WATER - DETAILED COMMENTS

1. PROJECT ASSESSMENT

- The revised surface water assessment proposes the following:
 - removal of the existing safety bund around the current extraction area,
 - a security fence around the perimeter of the proposed extraction area in place of a safety bund,
 - 2 transient bunds at the active working faces totalling no more than 600m³. The impacts of the 2 transient bunds have been predicted to result in less than a 1mm increase in potential flood level. This impact is considered acceptable by NOW and no approval is deemed necessary for their construction. Modifications to these bunds in terms of dimensions or volume may require an approval and further impact assessment.
 - Construction of the flood inlet channel to ensure the extraction area would fill in adequate time to a level sufficient to ensure erosion would not occur when overtopped.
- To ensure the site is not subject to risk of flood impacts during construction of the works listed in the previous point, it is critical the flood inlet channel is constructed to connect to the existing void prior to removal of the existing safety bund. This is to ensure the extraction area adequately fills in a controlled manner prior to any overtopping during flood events. The NSW Office of Water recommends a maximum timeline of 6 months for construction of the inlet channel and removal of the existing safety bund.
- Excavation of the pit is proposed to a depth of 237m AHD which is 2m below the reported standing groundwater level of 239m AHD. The proposal will therefore intercept groundwater and result in water take through evaporation and water removal in the extracted material. This water take is estimated in the Groundwater Assessment (March 2013) at approximately 25ML/yr. An additional 25ML/yr is proposed to be extracted via pumping from the excavation.
- The proposal indicates excavation will be carried out in cells no larger than 100m by 20m which would be backfilled to 240m AHD after excavation. This will provide a 1m buffer above the standing groundwater level of 239m AHD. As the groundwater take figures from the excavation have been based on only one cell being exposed at a time backfilling will need to be completed prior to commencement of the next cell. This approach is also consistent with progressive rehabilitation which is a standard technique for this type of activity. A plan is requested detailing the location of these excavation cells and the order of extraction and rehabilitation.
- As it is recognised the groundwater level can fluctuate 2m above or below the standing water level of 239m AHD there will be periods when groundwater will be exposed, hence inducing groundwater take. This volume will need to be accounted for both during operations and upon closure of the site for ongoing take.
- The proposed backfilling with silts and clay material are likely to result in evaporation at the capillary fringe over the rehabilitated area. This evaporation would accumulate salts and the periodical rise and fall of the groundwater level may flush some salt from the land. The ability of vegetation to establish in these conditions is a concern and may require revisions to vegetation management to ensure an acceptable level of cover can be achieved.

2. WATER LICENSING

- The groundwater interception and extraction will require a work approval under the *Water Management Act 2000* and sufficient entitlement held in a Water Access Licence (WAL) to account for the predicted water take prior to commencement of activities. The WAL will

need to be held in the Upper Macquarie Alluvial Groundwater Source within the Water Sharing Plan for the Macquarie Bogan Unregulated and Alluvial Water Sources. Further detail on this plan can be accessed at the following link:

<http://www.water.nsw.gov.au/Water-management/Water-sharing-plans/Plans-commenced/Water-source/Macquarie-Bogan-Unregulated-and-Alluvial>

3. MONITORING AND MANAGEMENT

- This project relies on a clear understanding of ground levels relative to AHD for determining the maximum depth of extraction and the final rehabilitation level. The levels are also a critical aspect in constructing the inlet channel to ensure it functions appropriately. It is therefore recommended a monitoring plan be developed to ensure construction and operational staff regularly review the vertical elevation (AHD) of the working area and ensure the relevant limits are clearly identifiable. This is also relevant to understanding the horizontal extent of the proposed extraction area.
- Flood events may result in the following impacts at the site hence it is recommended a monitoring and maintenance program be developed:
 - The proposed security fence may accumulate debris resulting in potential instability of the fence and diversion of flows. Potential debris build up at the point of entry of the flood inlet channel is a key concern.
 - The transient bunds may be eroded hence impacting on their stability and function.
 - In the event of flood waters entering the excavation area from points other than the inlet channel there is the potential for erosion within the excavation area and surrounding floodplain.A monitoring and maintenance program is therefore recommended for these areas to mitigate future impacts or risks to the operation and river stability.
- The EIS included a conceptual erosion and sediment control plan. A detailed erosion and sediment control plan is requested prior to commencement of activities.
- Monitoring and management of the vegetation cover within the rehabilitated cells is critical to ensure an acceptable level of vegetation cover and species is achieved. It is recommended this be detailed within a Vegetation Management Plan for the site.

End of Attachment

ATTACHMENT B**Recommended Conditions of Consent**

1. The proponent must construct the proposed flood inlet channel and remove the existing safety bund within 6 months of development consent. The flood inlet channel must be completed prior to commencing removal of the bund.
2. The Construction Certificate will not be issued over any part of the site requiring a Work Approval under the *Water Management Act 2000* until a copy of the Work Approval has been provided to Council.
3. The proponent must obtain a Water Access Licence (WAL) in the Upper Macquarie Alluvial Groundwater Source with sufficient share component to account for the proposed groundwater take prior to commencing activities.
4. The proponent must prepare a monitoring and maintenance plan in consultation with the NSW Office of Water. Key issues to be addressed in the plan include:
 - o Monitoring limits to the extent of vertical and horizontal excavation.
 - o Ensuring the minimum final level of the rehabilitated landform is achieved during progressive rehabilitation.
 - o Monitoring groundwater take volumes.
 - o Monitoring and maintenance of the condition of security fencing, transient bunds and general site following flood events.
 - o Monitoring and maintenance of sediment and erosion control structures following rainfall events.
 - o Monitoring and maintenance of rehabilitation areas.
5. The proponent must prepare a detailed Sediment and Erosion Control Plan in consultation with the NSW Office of Water.
6. The proponent must prepare a Works Schedule Plan including maps and details of staging and timing of the following:
 - o Construction of Flood Inlet Channel,
 - o Existing bund removal,
 - o Security fence and transient bund construction,
 - o Location of excavation cells and proposed order of excavation and rehabilitation.
7. The proposed transient bunds are not to exceed a combined total volume of 600m³ at any point in time and are to be constructed in accordance with dimensions depicted in Figure 11 of the Surface Water Assessment (August 2013).

End of Attachment

ATTACHMENT C

General Terms of Approval – for works requiring a Work Approval under the Water Management Act 2000 (Excavations)

Our Reference	80 ERM2012/0954	File No:	
Site Address	Lot 39 in DP 754303		
DA Number	D2013-152		
LGA	Dubbo City Council		
Number	Condition		
Plans, standards and guidelines			
1	<p>These General Terms of Approval (GTA) only apply to activities constituting a work approval associated with the proposed excavation of the quarry in relation to the interception and/or extraction of groundwater as conceptually defined in the documentation relating to D2013-152.</p> <p>Any amendments or modifications to the proposed works may render these GTAs invalid. If the proposed activities are amended or modified the NSW Office of Water must be notified to determine if any variations to these GTA will be required.</p>		
2	<p>Prior to the commencement of any works associated with groundwater interception and /or extraction for the Rawsonville Quarry Extension Project, the consent holder must obtain the necessary Work Approval/s under the <i>Water Management Act 2000</i> from the NSW Office of Water. In addition to the Work Approval for the excavation the proponent will be required to obtain adequate licensed entitlement in a Water Access Licence (WAL) commensurate with the anticipated volume of groundwater take prior to this take occurring.</p>		
3	<p>The consent holder must prepare or commission the preparation of the following to be submitted with the Work Approval application:</p> <ul style="list-style-type: none"> (i) Vegetation Management Plan (ii) Works Schedule (iii) Monitoring and Maintenance Plan 		
4	<p>All plans and/or documents must be prepared by a suitably qualified person and submitted with the licence application to the NSW Office of Water for approval prior to any works commencing.</p>		
5	<p>The consent holder must (i) carry out any works for the excavation in accordance with approved plans and (ii) construct and/or implement any works for the groundwater excavations by or under the direct supervision of a suitably qualified professional and (iii) when required, provide a certificate of completion to the NSW Office of Water.</p>		
Rehabilitation and maintenance			
6	<p>Rehabilitation and vegetation management must be undertaken in accordance with a plan approved by the NSW Office of Water.</p>		
7	<p>The licence holder must carry out any work or make any alterations deemed necessary by NSW Office of Water, for the protection or proper maintenance of the works, or for the control of the water extracted or prevention of pollution of groundwater.</p>		
8	<p>If a work is abandoned at any time, the approval holder must notify NSW Office of</p>		

Our Reference	80 ERM2012/0954	File No:	
Site Address	Lot 39 in DP 754303		
DA Number	D2013-152		
LGA	Dubbo City Council		
Number	Condition		
	Water that the work has been abandoned and seal off the aquifer by: (a) Casing (lining) to the satisfaction of NSW Office of Water; or (b) Such other methods as agreed to or directed by NSW Office of Water.		
Reporting requirements			
9	The consent holder must use a suitably qualified person to monitor the progress, completion, performance of works, rehabilitation and maintenance and report to the NSW Office of Water as required.		
10	The licence holder must develop and implement a methodology to estimate the annual volume of Groundwater inflow (water budget), approved by the Office of Water. Water budgets must be set and approved one month prior to the beginning of each water year to enable implementation.		
11	An extraction measurement device must be installed and maintained on each extraction device (pump) used for extraction of water under this licence, and such devices must be of a type and standard, and must be maintained in a manner, which is acceptable to the Office of Water.		
Disposal			
12	The consent holder must ensure that no materials or cleared vegetation that may (i) obstruct flow, (ii) wash into the water body, or (iii) cause damage to river banks; are left on waterfront land other than in accordance with a plan approved by the NSW Office of Water.		
Drainage and Stormwater			
13	The consent holder is to ensure that all drainage works (i) capture and convey runoffs, discharges and flood flows to low flow water level in accordance with a plan approved by the NSW Office of Water; and (ii) do not obstruct the flow of water other than in accordance with a plan approved by the NSW Office of Water.		
15	The consent holder must stabilise drain discharge points to prevent erosion in accordance with a plan approved by the NSW Office of Water.		
Erosion control			
15	The consent holder must establish all erosion and sediment control works and water diversion structures in accordance with a plan approved by the NSW Office of Water. These works and structures must be inspected and maintained throughout the working period and must not be removed until the site has been fully stabilised.		
Excavation			
16	The consent holder must ensure that no excavation is undertaken on waterfront land, and no groundwater interception is undertaken other than in accordance with a plan, approved by the NSW Office of Water.		
17	The consent holder must ensure that any excavation does not result in (i) bed or bank instability or (ii) damage to native vegetation within the area where a work approval		

Our Reference	80 ERM2012/0954	File No:	
Site Address	Lot 39 in DP 754303		
DA Number	D2013-152		
LGA	Dubbo City Council		
Number	Condition		
	has been authorised, other than in accordance with a plan approved by the NSW Office of Water.		
18	The consent holder must prepare a works schedule plan depicting the location of the proposed excavation cells and the order as to which they will be extracted and rehabilitated.		
Maintaining river			
19	The consent holder must ensure that (i) bank control or protection works are in place to maintain the existing river hydraulic and geomorphic functions, and (ii) the proposed activity is managed to prevent river degradation other than in accordance with a plan approved by the NSW Office of Water.		
END OF CONDITIONS			

End of Attachment

VOLUNTARY PLANNING AGREEMENT

Dubbo City Council
Council

Gramardi Pty Ltd
(ACN 106 975 544)
Developer

Robert Allan Colbran
Landowner

Booth Brown Legal
50 Talbragar Street
DUBBO NSW 2830
Tel: (02) 6882 1844
Fax: (02) 6882 2633

www.boothbrown.com.au

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PLANNING AGREEMENT

This Planning Agreement was made at Dubbo on #####

2013.

Parties

Dubbo City Council

ABN 77 296 185 278

of Civic Administration Building, Church Street, Dubbo, New South Wales
(Council)

and

Gramardi Pty Ltd

ACN 106 975 544

ABN 57 106 975 544

of 34 L North Burrabadine Road, Dubbo, New South Wales
(Developer)

and

Allan Robert Colbran

of 9 Colony Crescent, Dubbo, New South Wales
(Landowner)

Background

- A. On 12 April 2013, the Developer made application to the Council for Development Consent to carry out the Proposed Development on the Land (the Development Application).
- B. The Development Application was accompanied by an offer by the Developer to enter into this Planning Agreement and to make Development Contributions if that Development Consent was granted by Council.

- C. The Parties have agreed that Development Contributions associated with the Development Application will be made by the Developer in accordance with the terms and conditions set out herein.
- D. The Landowner is the registered proprietor of the Land the subject of the Development Application. The Landowner has agreed to the registration of this Planning Agreement on the Land and has further agreed to be bound by the terms and conditions applicable to the Landowner set out herein.

Operative Provisions

1. Planning Agreement under the Act

The Parties agree that this Planning Agreement is a planning agreement governed by Subdivision 2 of Division 6 of Part 4 of the Act.

2. Application of this Planning Agreement

This Planning Agreement applies to:

- (a) The Land; and
- (b) The Proposed Development.

3. Operation of this Planning Agreement

The Parties agree that the terms of this Planning Agreement will commence operation and be effective from the Commencement Date of the Planning Agreement and is terminated on the date the Developer is released and discharged under, or by virtue of clause 10.

4. Definitions and Interpretation

4.1. Definitions

In this Planning Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

“Act” – means the *Environmental Planning and Assessment Act 1979* (NSW).

“Authorised Officer” – means, in the case of any Party, a director or secretary or an officer whose title contains the word “manager” or a person performing the functions of any of them or any other person appointed by that Party to act as an Authorised Officer for the purpose of this Planning Agreement.

“Authority” – means any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes an accredited certifier accredited under section 109T of the Act.

“Business Day” – means any day except for Saturday or Sunday or a day which is a public holiday in New South Wales.

“Commencement Date” – means the date of this Planning Agreement.

“Contact Address” – means the relevant party’s contract address specified in this Planning Agreement.

“Costs” – includes reasonable costs, charges and expenses, including those incurred in connection with advisors.

“Council” – means Dubbo City Council.

“Dealing” – in relation to the Land, means, without limitation, selling, transferring, assigning, mortgaging, charging, encumbering or otherwise dealing with the Land.

“Developer” – means Gramardi Pty Ltd (ACN 106 975 544).

“Development” – means the extension to the Quarry on Lot 39, DP754303 and subsequent increase in maximum production level from the Quarry from 30,000 TPA to 150,000 TPA.

“Development Application” – has the same meaning as in the Act.

“Development Consent” – has the same meaning as in the Act.

“Development Contribution” – means a monetary contribution, the dedication of land free of cost or the provision of a material public benefit.

“Explanatory Note” – means the explanatory note relating to this Planning Agreement, as required by clause 25E of the Regulation, and attached as Schedule 2 to this Planning Agreement.

“GST” – has the same meaning as in the GST Law.

“GST Act” – means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

“GST Law” – has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

“Land” – means Lot 39 DP754303 at Rawsonville, in the State of New South Wales.

“Landowner” – means the registered proprietor of the Land.

“Law” – means the common law including principles of equity and the requirements of all statutes, rules, ordinances, codes, regulations, proclamations, by-laws or consents by an Authority.

“Party”- means a party to this Planning Agreement, including their successors and assigns.

“Planning Agreement” means this Voluntary Planning Agreement between Dubbo City Council, Gramardi Pty Ltd and Allan Robert Colbran.

“Proposed Development” – means the Development proposed by the Developer.

“Public Facilities” – means any public premises, infrastructure, places or facilities, including services, roads, land and water for the use, benefit or other service to the public.

“Quarry” – means the Rawsonville Quarry, located approximately 14 km northwest of Dubbo and 12km west of Brocklehurst.

“Quarry Traffic” – means traffic generated by the Quarry.

“Regulation” – means the *Environmental Planning and Assessment Regulation 2000*.

“TPA” – means tonnes per annum.

4.2. Interpretation

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

- (a) Headings are inserted for convenience only and do not affect the interpretation of this Planning Agreement.
- (b) Words importing the singular include the plural and vice versa.
- (c) A reference to a Party includes a reference to the Party's successors in title and permitted assigns or as the case may be the Party's administrators and assigns.

- (d) A reference to a person or individual includes any company, trust, partnership, joint venture, associate, body corporate or unincorporated or governmental agency.
- (e) A reference to Annexures, Clauses, Items and Schedules is a reference to Annexures, Clauses, Items and Schedules of this Planning Agreement.
- (f) A reference to any Act, statute, regulation or other law includes all Acts, statutes, regulations or other laws amending, consolidating or replacing the Acts, statutes, regulations or other laws referred to.
- (g) A reference to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- (h) Where a party consists of two or more persons or a term is used in this Planning Agreement to refer to more than one party:
 - (i) An obligation of those persons is joint and several; and
 - (ii) A right of those persons is held by each of them jointly and severally.
- (i) If the day on which any act, matter or thing is to be done under this Planning Agreement is not a Business Day, the act, matter or thing must be done on the next Business Day.
- (j) A reference in this Planning Agreement to dollars or \$ means Australian dollars and all amounts payable under this Planning Agreement are payable in Australian dollars.
- (k) References to the word 'include' or 'including' are to be construed without limitation.
- (l) Any schedules and attachments form part of this Planning Agreement.
- (m) If a Party is prohibited from doing anything, it is also prohibited from:
 - (i) Allowing or causing it to be done; and
 - (ii) Doing or omitting to do anything which results in it happening.

5. Development Contributions to be made

5.1. Monetary Contributions

- 5.1.1. The Developer will pay to the Council the Monetary Contributions referred to in the table below:

CALCULATION OF MONETARY CONTRIBUTIONS
\$0.60 per tonne of production dispatched from the Quarry.

- 5.1.2. The Developer must provide Council the information specified in the table below at the times specified, in order for Council to undertake an assessment of the production levels at the Quarry:

INFORMATION REQUIRED	TIME
Weighbridge Receipts/Daily Log Books for period 1 July to 31 December of the preceding calendar year	1 January each year
Weighbridge Receipts/Daily Log Books for period 1 January to 30 June of that calendar year	1 July each year

- 5.1.3. In addition to the information specified in clause 5.1.2, the Developer must supply Council with such additional material that is reasonably required by Council to determine the production levels at the Quarry from time to time.
- 5.1.4. Monetary Contributions are payable by the Developer to Council in accordance with the table set out below:

MONETARY CONTRIUTION	PAYMENT DUE
\$0.60 per tonne of production dispatched from the Quarry.	1 January each year, commencing on 1 January 2014

- 5.1.5. From 1 January 2014, the Monetary Contributions referred to in clause 5.1 will be adjusted annually in accordance with the Consumer Price Index (Mining and Construction) as published by the Australian Bureau of Statistics.
- 5.1.6. Interest will be charged on Monetary Contributions which are unpaid after the due date at the rate of 9% per annum, calculated daily.

5.2. Contributions to Public Facilities

- 5.2.1. The Developer will, at its own cost:
- (a) Upgrade the intersection at Rawsonville Road and Burraway Road to a Basic Left/Auxillary Right arrangement, when the production level from the Quarry reaches 75,000 TPA.
 - (b) Upgrade Rawsonville Road to a bitumen seal, if deemed necessary by an independent review of the condition of Rawsonville Road to be conducted when the production level from the Quarry reaches 90,000 TPA over a three (3) year period.
- 5.2.2. It is acknowledged by the Parties that the exact cost, specifications and location of the works referred to in clause 5.2.1 above will be the subject of further investigation and analysis and the parties may be required to enter into a further agreement or agreements prior to the commencement of such work to further document their obligations in relation to these works.
- 5.2.3. The works referred to in clause 5.2.1 above shall be undertaken by the Developer upon the issue of a Construction Certificate for the Development or at such other time agreed between the Parties and at the time that such works are undertaken the Council may require the Developer to provide such reasonable security as specified (including a bond or guarantee if required) to ensure completion of the works.

6. Application of Development Contributions

The Parties agree the Development Contributions may be applied as follows:

- (a) For the maintenance to the section of Rawsonville Road and Whylandra Crossing Road used by Quarry Traffic.
- (b) Maintenance of the section of Rawsonville Road and Whylandra Crossing Road used by Quarry Traffic is only to be carried out as deemed necessary by Council's Manager Civil Infrastructure in consultation with Council's Manager Works Services.
- (c) Any unused Development Contributions may be utilised to undertake the sealing or partial sealing of Rawsonville Road and/or Whylandra Crossing Road at the agreement of both Parties.

7. Application of s94, s94A and s 94EF of the Act to the Development

This Planning Agreement excludes the application of sections 94, 94A and 94EF of the Act to the Development.

8. Registration of this Planning Agreement

The Developer and Landowner will, at their own expense, procure the registration of this Planning Agreement under the *Real Property Act* 1900 in the relevant folio of the Register as contemplated by Section 93H of the Act.

9. Review of Planning Agreement

During the life of this Planning Agreement, the Parties agree to review and amend the Planning Agreement if:

- (a) Ownership of the Developer or Development change; and
- (b) A new Development Application or modification to the original Development Consent is required for the Development.

In addition to the above, the Parties may agree to review and modify this Planning Agreement in the circumstances and manner as agreed between the Parties.

10. Release and Discharge

The Council agrees to release and discharge the Developer from this Planning Agreement when the last of the following occurs:

- (a) Rawsonville Road has been sealed with bitumen to the satisfaction of Council;
- (b) Whylandra Crossing Road has been sealed with bitumen to the satisfaction of Council;
- (c) The Quarry ceases to operate due to the exhaustion of raw materials;
- (d) Construction of the intersection at Burraway Road and Rawsonville Road has been completed to the satisfaction of Council.

11. Dispute Resolution

11.1. *Not Commence*

A Party may not commence any court proceedings relating to a dispute of any matter under this Planning Agreement (a Dispute) unless it complies with this clause 11.

11.2. *Written Notice of Dispute*

A Party claiming that a Dispute has arisen under or in relation to this Planning Agreement must give notice to the other Party specifying the nature of the Dispute.

11.3. *Attempt to Resolve*

On receipt of a notice under clause 11, the Parties must endeavour in good faith to resolve the Dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or other techniques agreed by them.

11.4. *Mediation*

If the Parties do not agree within seven days of receipt of a notice under clause 11 (or any further period agreed in writing by them) as to:

- (a) The dispute resolution technique and procedures to be adopted;
- (b) The timetable for all steps in those procedures; and
- (c) The selection and compensation of the independent person required for such a technique,

the Parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales (or any replacement). The Parties must request the President of the Law Society of New South Wales or the President's nominee to select the mediator and determine the mediator's remuneration.

11.5. *Costs*

Each Party to a dispute must pay its own costs of complying with this clause 11. The Parties to the Dispute must equally pay the costs of the Mediation including, without limitation, the fees of any mediator and the cost of room hire.

11.6. Court Proceedings

If the Dispute is not resolved within 42 days after notice is given under clause 11, then any Party which has complied with the provisions of this clause 11 may in writing terminate any dispute resolution process undertaken pursuant to this clause 11 and may then commence court proceedings in relation to the Dispute.

11.7. Not Use Information

The Parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this clause 11 is to attempt to settle the Dispute. No Party may use any information or documents obtained through any dispute resolution process undertaken pursuant to this clause 11 for any purpose other than in an attempt to settle the Dispute.

11.8. No Prejudice

This clause 11 does not prejudice the right of a Party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this Planning Agreement.

12. Enforcement

- (a) This Planning Agreement may be enforced by either Party in any court of competent jurisdiction.
- (b) For the avoidance of doubt, nothing in this Planning Agreement prevents:
 - (i) A Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Planning Agreement or any matter to which this Planning Agreement relates; or
 - (ii) The Council from exercising any function under this Act or any other Act or Law relating to the enforcement of any aspect of this Planning Agreement or any matter to which this Planning Agreement relates.

13. Notices

13.1. Form

Any notice, consent, information, application or request that must or may be given or made to a Party under this Planning Agreement is only given or made if it is in writing and sent in one of the following ways:

- (a) Delivered or posted to that Party at its address set out below.
- (b) Faxed to that Party at its fax number set out below.
- (c) E-mailed to that Party at its e-mail address set out below.

Council

Address:	PO Box 81 Church Street DUBBO NSW 2830
Telephone:	(02) 6801 4000
Fax:	(02) 6801 4259
Email:	dcc@dubbo.nsw.gov.au
Attention	Director Environmental Services

Developer

Address:	PO Box 6176 34 L North Burrabadine Road DUBBO NSW 2830
Telephone:	(02) 6885 2264
Fax:	(02) 6885 0654
Email:	gramardi@bigpond.com
Attention:	Mardi Colbran

13.2. Change of Address

If a Party gives another Party three (3) Business Days' notice of a change of its address or fax number, any notice, consent, information, application, or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.

13.3. Receipt

Any notice, consent, information, application or request is to be treated as given or made at the following time:

- (a) If it is delivered, when it is left at the relevant address.
- (b) If it is sent by post, two (2) Business Days after it is posted.
- (c) If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.
- (d) If it sent by e-mail, upon receipt of a read-receipt for the e-mail sent to the correct e-mail address.

14. Approvals and Consent

Except as otherwise set out in this Planning Agreement, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Planning Agreement in that Party's absolute discretion and subject to any conditions determined by the Party. A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

15. Assignment and Dealings

15.1. Sale, Transfer, Lease, Licence, Deal or Disposal by the Developer

The Developer and Landowner must not sell, transfer, lease, licence or otherwise deal with or dispose of the whole or any part of the Land or Development to a third party unless, before it sells, transfers, leases, licences, otherwise deals or disposes of any such part of the Land or Development:

- (a) It satisfies the Council that the proposed third party is respectable and financially capable of complying with such of the Developer's obligations under this Planning Agreement (including, without limitation, by providing financial statements) as the Council reasonably requires the proposed third party to adopt;
- (b) The rights of the Council under this Planning Agreement are not diminished or fettered in any way;
- (c) The proposed third party signs an Planning Agreement in a form and substance acceptable to the Council containing provisions under which the proposed third party agrees to comply with the obligations of the Developer (including obligations which arose before the transfer or

assignment) with respect to the land being sold, transferred, leased, licenced, otherwise dealt with or disposed of;

- (d) Any default by the Developer has been remedied by the Developer or waived by the Council; and
- (e) The Developer and proposed third party pay the Council's reasonable Costs in relation to that sale, transfer, lease, licence, other dealing or disposal.

15.2. Release

If the Developer or Landowner sells, transfers, leases, licences, otherwise deals with or disposes of the whole or any part of the Land or Development and fully satisfies the requirements under clause 15 of this Planning Agreement, the Developer or Landowner will be released from its obligations under this Planning Agreement with respect to the Land or Development being sold, transferred, leased, licenced, otherwise dealt with or disposed of.

15.3. Council's Right to Assign

The Council may assign its rights under this Planning Agreement without the Developer's consent.

16. Costs

The Developer agrees to pay the Council's reasonable costs, not exceeding \$10,000 (to be adjusted annually in accordance with the Consumer Price Index (Mining and Construction) as published by the Australian Bureau of Statistics) of preparing, negotiating, executing, amending and stamping this Planning Agreement and any document related to this Planning Agreement.

17. Entire Planning Agreement

This Planning Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No Party can rely on an earlier document, anything said or done by another Party, or by an Authorised Officer, agent or employee of that Party, before this Planning Agreement was executed, except as permitted by Law.

18. Further Acts

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

19. Governing Law and Jurisdiction

This Planning Agreement is governed by and interpreted in accordance with the laws in force from time to time in New South Wales. The Parties submit to the non-exclusive jurisdiction of the Courts and Courts of Appeal of that State in respect of any proceedings in connection with this Planning Agreement. The Parties will not object to the exercise of jurisdiction by those Courts on any basis.

20. Joint and Individual Liability and Benefits

Except as otherwise set out in this Planning Agreement, any Agreement, covenant, representation or warranty under this Planning Agreement by two (2) or more persons binds them jointly and each of them individually, and any benefit in favour of two (2) or more persons is for the benefit of them jointly and each of them individually.

21. No fetter

Nothing in this Planning Agreement shall be construed as requiring the Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

22. Representations and Warranties

The Parties represent and warrant that they have the power to enter into this Planning Agreement and comply with their obligations under the Planning Agreement and that entry into this Planning Agreement will not result in the breach of any law.

23. Severability

If a clause or part of a clause of this Planning 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. 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 Planning Agreement, but the rest of this Planning Agreement is not affected.

24. Modification/Amendment

No modification or amendment of this Planning Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Planning Agreement.

25. No Waiver

- (a) The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Planning Agreement does not amount to a waiver of any obligation of, or a breach of obligation by, another Party.
- (b) A waiver by a Party is only effective if it is in writing.
- (c) A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It 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.

26. GST

26.1. Consideration does not include GST

Any consideration expressed in this Planning Agreement is, unless otherwise specified, GST exclusive and does not include any amount for, or on account of, GST.

26.2. GST Payable

If any supply under or in connection with this Planning Agreement constitutes a taxable supply made for GST exclusive consideration, the supplier may, subject to issuing a tax invoice, recover from the recipient of the supply, an amount on account of the GST payable in respect of that taxable supply ("GST Amount").

The GST Amount is:

- (a) Equal to the value of the supply calculated in accordance with the GST Act multiplied by the applicable GST rate; and
- (b) Payable at the same time and in the same manner as any monetary consideration for the supply concerned but no later than the end of the tax period to which the GST payable on the relevant taxable supply is attributable under the GST Act.

The supplier of a taxable supply made under or in connection with this Planning Agreement must issue a tax invoice for the supply in accordance with the GST Act to the recipient of the supply.

26.3. *Reimbursement*

Despite any other provision of this Planning Agreement, any amount payable under or in connection with this Planning Agreement, which is calculated by reference to a cost, expense or amount paid or incurred by a Party, will be reduced by an amount equal to any input tax credit to which that party, or the representative of a member of a GST Group of which the party is a member, is entitled in respect of that cost, expense or amount.

26.4. *Defined GST Terms*

Words and expressions used in this clause 26 have the meaning given to them in the GST Act.

27. Counterparts

This document may be executed in any number of counterparts. All counterparts together make one instrument.

28. Confidentiality

The Parties agree that the terms of this Planning Agreement are not confidential and this Planning Agreement may be treated as a public Planning Agreement and exhibited or reported without restriction by any Party.

29. Release and Indemnity

- (a) The Developer agrees that the Development Contributions, the Proposed Development and all property in the Land are at the risk of the Developer. The Developer releases the Council from any liability or loss arising from, and the Costs incurred in connection with any matter or thing contemplated by this Planning Agreement, including the Development Contributions and the Proposed Development on the Land.
- (b) The Developer indemnifies the Council and the Council's employees, agents, officers, contractors and assigns against all costs and expenses paid or payable by the Council or any liability or loss arising from, and any Costs (including legal costs and expenses on a full indemnity basis or a solicitor and own client basis, whichever is the higher) incurred in connection with any matter or thing contemplated by this Planning Agreement including the Development Contributions and the Proposed Development on the Land.
- (c) The indemnity in clause 29 is a continuing obligation, independent of the Developer's other obligations under this Planning Agreement and continues after this Planning Agreement ends. It is not necessary for the Council to incur

expense or make payment before enforcing a right of indemnity under this Planning Agreement.

30. Explanatory Note

Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note in Schedule 2 is not to be used to assist in interpreting this Planning Agreement.

EXECUTION

Executed as an Planning Agreement

SIGNED for and on behalf of)
DUBBO CITY COUNCIL by the)
General Manager in the presence of:)
)

Witness

General Manager

Executed by GRAMARDI PTY LTD)
(ACN 106 975 544) pursuant to s127)
of the Corporations Act:)
)

Director

Director

Executed by Allan Robert Colbran in)
the presence of:)
)

Witness

Allan Robert Colbran

SCHEDULE 1

Section 93F Requirements

The Parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of this Planning Agreement complying with Division 6 of Part 4 of the Act.

REQUIREMENT UNDER THE ACT	THIS PLANNING AGREEMENT
<p>Planning instrument and/or development application (Section 93F(1))</p> <p>The Developer has:</p> <p>(a) Sought a change to an environmental planning instrument.</p> <p>(b) Made, or proposes to make, a Development Application.</p> <p>(c) Entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.</p>	<p>(a) No</p> <p>(b) Yes</p> <p>(c) Yes</p>
<p>Planning instrument and/or development application (Section 93F(1))</p> <p>For the purpose of being used or applied towards a public purpose, the Developer is required to:</p> <p>(a) Dedicate land free of cost.</p> <p>(b) Pay a monetary contribution.</p> <p>(c) Provide any other material public benefit.</p>	<p>(a) No</p> <p>(b) Yes</p> <p>(c) No</p>
<p>Description of the land to which the Planning Agreement Applies (Section 93F(3)(a))</p>	The whole of the Land being Lot 39, DP754303
<p>Description of the Development to which this Planning Agreement applies (Section 93F(3)(b)(ii))</p>	See clause 2
<p>The scope, timing, manner and delivery of contributions required by the Planning Agreement (Section 93F(3)(c))</p>	See clause 5
<p>Applicability of Section 94 of the Act (Section 93F(3)(d))</p>	See clause 7 (excluded)

Mechanism for Dispute Resolution (Section 93F(3)(f))	See clause 11
Enforcement of the Planning Agreement (Section 93F(3)(g))	See clause 12
Registration of the Planning Agreement (Section 93F(3)(g))	See clause 8

SCHEDULE 2

Explanatory Note

The purpose of this Explanatory Notes is to provide a plain English summary to support the notification of a draft Planning Agreement, under Section 93F of the *Environmental Planning and Assessment Act 1979* ("Act") for a Development Application made to Dubbo City Council by Dubbo Sands.

This Explanatory Note has been prepared jointly with the Parties as required by clause 25E of the *Environmental Planning and Assessment Regulation 2000*.

1. Parties to the Planning Agreement

Gramardi Pty Ltd (ACN 106 975 544) ("Developer") made an offer to Dubbo City Council to enter into a Voluntary Planning Agreement, in connection with a Development Application made by the Developer on 12 April 2013 in relation to land owned by Robert Allan Colbran.

2. Description of the Subject Land

The subject land to which this Planning Agreement applies is Lot 39, DP754303, at Rawsonville, NSW.

3. Description of Development Application

The Development Application seeks to expand the Rawsonville Quarry ("Quarry") by 11 hectares and increase production from 30,000 tonnes per annum to 150,000 tonnes per annum.

4. Summary of Objectives, Nature and Effect of this Planning Agreement

The objective of this Planning Agreement is to ensure the recoupment of the cost of infrastructure, generated by the increased traffic resulting from the extension and increased production at the Quarry.

To this end, the offer made by the Developer is based on the needs identified by:

- An Environmental Impact Statement prepared by R W Corkery & Co Pty Limited;
- A Safe Intersection Sight Distance completed by Geolyse Pty Ltd; and
- In consultation with Dubbo City Council.

In addition, the Developer has also offered contributions towards facilities that otherwise would not normally have been provided under Dubbo City Council's

Development Contribution Plan. The intent of the offer is to ensure infrastructure, in particular, roads, are not adversely affected by the Development Application.

The offer made by the Developer is set out in the following Table:

Development Contribution	Intended Use
\$0.60 per tonne of production despatched from the Quarry.	Maintenance and upgrade to the section of Rawsonville Road used by Quarry Traffic, as deemed necessary by the Parties.
Upgrade of the intersection at Rawsonville Road and Burraway Road to a Basic Left/Auxillary Right arrangement, when the production level at the Quarry reaches 75,000 tonnes per annum.	
Upgrade Rawsonville Road to a bitumen seal, if deemed necessary by an independent review of the condition of Rawsonville Road to be conducted when the production level from the Quarry reaches 90,000 tonnes per annum over a three (3) year period.	
Upgrade Whylandra Crossing Road to a bitumen seal, if deemed necessary by an independent review of the condition of Whylandra Crossing Road to be conducted when the production level from the Quarry reaches 90,000 tonnes per annum over a three (3) year period.	

5. Assessment of the Merits of this Planning Agreement

The Planning Purposes Served by this Planning Agreement

In accordance with Section 93F(2) of the Act, this Planning Agreement promotes the following public purposes:

- *The recoupment of the cost of public infrastructure;*
- *The funding of recurrent expenditure relating to the provision of public infrastructure; and*
- *The monitoring of the planning impacts of development.*

How this Planning Agreement Promotes the Objects of the Environmental Planning and Assessment Act 1979

In accordance with the objectives of the EPA Act, this Planning Agreement promotes its intent to:

- (i) encourage the proper management, development and conservation of agricultural land, minerals and water for the purpose of promoting the social and economic welfare of the community and a better environment;*
- (ii) encourage the promotion and co-ordination of the orderly and economic use and development of land; and*
- (vii) encourage ecologically sustainable development.*

The Planning Agreement achieves these objectives by requiring the Developer to make the monetary and other contributions set out in the Table above which will enable roads and infrastructure utilised by the Quarry traffic to be maintained and upgraded.

By improving the road and infrastructure systems associated with the proposed expansion of the Quarry, the Planning Agreement will result in:

- *Promotion and co-ordination of the orderly and economic use and development of land.*

How this Planning Agreement Promotes the Public Interest

This Planning Agreement's intent is to promote the Public Interest through the recoupment and provision of the cost of maintaining and upgrading infrastructure and services to offset the impact of increased traffic on relevant roads and infrastructure as a result of the extension to the Quarry.

How this Planning Agreement Promotes the Elements of the Council's Charter

This Planning Agreement promotes the elements of Dubbo City Council's Charter by:

- *Providing equitable and appropriate services and facilities for the community;*
- *Engaging in long-term strategic planning on behalf of the local community;*
- *Exercising its functions in a manner that is consistent with and promotes social justice principles of equity, access, participation and rights;*
- *Having regard for the long term and cumulative effects of its decisions;*
- *Effectively accounting for and managing the assets for which it is responsible;*
- *Raising funds for local purposes by way of rates, charges and fees; and*
- *Keeping the local community informed about its activities.*

In addition to the above, the Planning Agreement will assist addressing infrastructure as a priority in the Dubbo Community in accordance with the Dubbo 2036 Plan.

The Impact of this Planning Agreement on the Public or any Section of the Public

The increased traffic and associated impact on the section of Rawsonville Road utilised by Quarry traffic will generate the need for increased repair, maintenance and upgrade. This Planning Agreement aims to deliver the necessary infrastructure and services which will result in a positive impact on the public in general and, in particular, the section of public which utilises this infrastructure on a regular basis.

6. Capital Works Program

This Planning Agreement does not conform with Council's capital works program.

Subject:	D2013-152 - S79C Report and Internal Referrals
Proposal:	Extractive Industry (Rawsonville Quarry Extension)
Premises:	Lot 39, DP 754303, No.22L Rawsonville Road, Rawsonville - Dubbo Sands
Applicant:	Mr G R Colbran (Dubbo Sands)
Owner:	Mr A R Colbran

From:	Planning Services Supervisor
Date:	6 November 2013
File:	D2013-152

LEGISLATIVE REQUIREMENTS S79C

As required by the Environmental Planning and Assessment Act, 1979, Section 79C(1), the following relevant matters are addressed below:

- environmental planning instruments (State Environmental Planning Policies, Local Environmental Planning Policies);
- draft environmental planning instruments;
- development control plans;
- environmental (natural and built), social and economic impacts;
- suitability of the site;
- submissions; and
- public interest.

79C(1)(a)(i) Environmental Planning instruments

SEPP (State and Regional Development) 2011

The proposed development is designated development as per Schedule 4A of the Environmental Planning and Assessment Act 1979 and therefore deemed to be Regional Development, meaning that the Joint Regional Planning Panel is the consent authority, having functions of a consent authority as stated in Clause 21 of SEPP (State and Regional Development) 2011.

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

The proposed expansion of the Rawsonville Quarry (*extractive industry*) meets the relevant aims of the Policy with regard to the orderly and economic use of the land, while addressing the ecological and environmental issues.

The proposed development is 'permissible with consent' as per Clause 7(3)(a) as *agriculture* may be carried out with development consent. Additionally, as per Clause 7(4)(a) the processing of extractive material and (c) facilities for the processing or transport of extractive material, are also 'permitted with consent'.

With regard to Clause 12, the proposed expansion of the Rawsonville Quarry (*extractive industry*) will have minimal impact on the existing uses of land in the vicinity of the development. The land use trend in the locality is for *extensive agriculture*, however the existing use (quarry) presents as a compatible business operation providing gravel and sand for the western region.

While there are large areas available for extensive agriculture, there are limited areas for the extraction of gravel and sand which is commercially viable. As such, the uniqueness of the site increases its value with regard to public benefit, without impacting on the viability of adjacent agricultural pursuits.

The expansion of the Rawsonville Quarry (*extractive industry*) will be subject to conditions of consent, including the General Terms of Approval issued by both the EPA in correspondence dated 7 August 2013 and the NSW Office of Water in correspondence dated 10 September 2013, plus licensing requirements of both authorities. Furthermore, the expansion of the Rawsonville Quarry (*extractive industry*) will result in no significant increases of greenhouse gas emissions.

The expansion of the Rawsonville Quarry (*extractive industry*) is to enable continued extraction of gravel and sand on-site, resulting in efficient resource recovery.

The transport of the extracted material can only occur via road, though no truck movements occur in residential areas or near any schools. The Voluntary Planning Agreement will make reference to a code of conduct regarding the transport of materials along Whylandra Crossing Road and Rawsonville Road in relation to speed.

The proposed Development Application was forwarded to the Roads and Maritime Services who provided a response dated 12 June 2013, the comments being noted and taken into consideration in the determination of the application.

It is proposed by the applicant within the submitted Environmental Impact Statement (EIS) that the subject land be rehabilitated and appropriate conditions be included in the draft conditions of consent.

SEPP 33 – Hazardous and Offensive Development

The Director-General's Requirements dated 28 November 2012 required SEPP 33 – Hazardous and Offensive Development be addressed.

The EIS has stated that "... *the only potentially hazardous good that would be used or stored within the Project Site would be diesel fuel and lubricating oils. Based on the small volumes*

to be stored on the Project Site and distance to sensitive receivers, it has been concluded that the Proposal does not represent a potentially hazardous development."

No representation from the EPA, NSW Office of Water or Council's Environmental Health Officer argued that the proposed development should be classified as being a *hazardous or offensive industry* or a *potentially hazardous or offensive industry*.

SEPP 44 – Koala Habitat Protection

The Director-General's Requirements dated 28 November 2012 required SEPP 44 – Koala Habitat Protection be addressed.

The EIS has stated that *"Red River Gum (E. camaldulensis), a Koala feed tree species listed in Schedule 2 of SEPP 44, was identified within the riparian corridor of the Macquarie River to the south and east of the Project Site. None of these trees would be directly impacted by the Proposal, nor would the riparian wildlife corridor following the Macquarie River in which these tree species are located, be impacted."*

No objection was raised by the EPA, NSW Office of Water or Council's Environmental Health Officer with respect to this matter. It is also noted that the SEPP does not apply to the Dubbo Local Government Area.

SEPP 55 – Remediation of Land

The Director-General's Requirements dated 28 November 2012 required SEPP 55 – Remediation of Land be addressed.

The EIS has stated that *"(g)iven the history of the Project Site is agricultural, which is likely to not result in contamination of the land, the Applicant is satisfied that no contaminated land occurs on the Project Site."*

Comments from Council's Environmental Health Officer are to the effect that there are no contaminating activities of note on the site and that the EPA and NSW Office of Water requirements will ensure the minimisation into the future.

Orana Regional Environmental Plan No. 1 - Siding Springs (deemed State Environmental Planning Policy)

The subject site is situated in excess of 100 km from the Observatory and the development will not provide a significant level of light spill or glare. The proposed development does not require referral to the Observatory under the provisions of the State Environmental Planning Policy.

Dubbo Local Environmental Plan 2011

The following clauses of Dubbo Local Environmental Plan 2011 have been assessed as being relevant and matters for consideration in assessment of the Development Application.

Clause 1.2 Aims of Plan

The proposal is not contrary to the relevant aims of the Plan, the applicable issue here being the impact on rural lands and agricultural practices.

Clause 1.4 Definitions

The proposed development is an *extractive industry* which is defined as follows:

the winning or removal of extractive materials (otherwise than from a mine) by methods such as excavating ... or quarrying, including the storing, stockpiling or processing of extractive materials by methods such as ... crushing

Clause 2.2 Zoning of land to which Plan applies

The subject site is zoned RU4 Primary Production Small Lots.

Clause 2.3 Zone objectives and Land Use Table

The proposed development complies with the relevant objective of the zone, being a compatible land use, promoting diversity and employment opportunities and minimising conflict with other land uses in the zone.

Extractive industries are permitted with consent.

Clause 7.1 Flood planning

Council's Flood Planning maps do not extend to the subject property.

However, the site adjoins the Macquarie River and is clearly flood affected given the estimated ground level from 245mAHd adjoining the river to 255mAHd in the north-west corner of the site. The 1% AEP is estimated to be 253.4mAHd to 253.8mAHd and as such, the majority of the site is flood affected. The issue is addressed below in Dubbo Development Control Plan (DCP) 2013 Chapter 2.4 Rural Development and Subdivision and Flood Prone Land Policy.

Clause 7.2 Natural resource - biodiversity

The boundary along the Macquarie River is indicated as being of high biodiversity. However, the area for the expansion of the Rawsonville Quarry (*extractive industry*) is devoid of any vegetation (containing only grasses) and is not listed as having any biodiversity value.

Clause 7.3 Earthworks

Earthworks are required as a result of the expansion of the Rawsonville Quarry (*extractive industry*) but are ancillary to other development for which Development Consent is being granted and as such, is not applicable.

Clause 7.4 Natural resource – riparian land and waterways

The expansion of the Rawsonville Quarry (*extractive industry*) adjoins the Macquarie River as identified on the Natural Resource – Water Map. The NSW Office of Water raised no objection to the proposed development, providing General Terms of Approval.

Clause 7.5 Groundwater vulnerability

The site is identified as being subject to high groundwater vulnerability. The expansion of the Rawsonville Quarry (*extractive industry*) will have no additional detrimental impact on groundwater contamination or any adverse effect on groundwater dependent ecosystems, nor will it have any cumulative impact. The NSW Office of Water and Council's Environmental Health Officer raised no objections to the proposed development, with the NSW Office of Water providing General Terms of Approval.

Clause 7.7 Airspace operations

The subject site is located within the Obstacle Limitation Surface Map at height 430mAHD. The site for the proposed development has a high surface level of 255mAHD and with the development having a height of no greater than 10m that equates to an overall height of 265mAHD, 165m below the surface map.

S79C(1)(a)(ii) Draft Environmental Planning instruments

No draft environmental planning instruments apply to the land to which the Development Application relates.

S79C(1)(a)(iii) Development control plans

Dubbo Development Control Plan 2013

Chapter 2.4 Rural Development and Subdivision

The Chapter relates predominantly to agricultural uses and as such is not entirely relevant with regard to *extractive industries*. Those Elements that are relevant are discussed below.

Element 3: Access and Element 5: Flooding

The site is flood affected with the 1% AEP varying from 253.4mAHD to 253.8mAHD. It is only the north-western corner of the site where the hardstand processing plant is to be located which would be above the 1% AEP and the 'flood planning level'.

However, this is the same for a number of properties in the locality, stretching beyond Burraway Road. So while flood free access is not available, the site is a business and no person resides on-site. Should a flooding event occur, it is unlikely that the business would

continue to operate given the poor climatic conditions which would flood the site and make it inoperable.

Chapter 3.1 Access and Mobility

Given the nature of the work conducted on-site – *extractive industry*, it is argued that the requirements of this Chapter are not applicable. All persons working and accessing site would need to be able bodied to work on the site.

Flood Prone Land Policy

The Policy refers to “... *other land at or below the flood planning level.*” As stated above, the majority of the site is flood affected and the relocation of the hardstand processing plant away from the river will be on higher ground above the ‘flood planning level’. The site is on the inside of a bend of the Macquarie River and therefore has lower velocities.

S79C(1)(b) Environmental (natural and built), social and economic impacts

As stated above, there will be no removal of any vegetation (other than one isolated tree) and as such negligible impact on the natural or built environment. The Ecological Assessment – Rawsonville Quarry Extension prepared by OzArk Environmental & Heritage Management Pty Ltd dated April 2013 states “*no threatened species, populations or communities or migratory / wetland species were recorded in the impact footprint (outside of the river tree corridor) or considered likely to be affected by the Proposal.*”

The beneficial social and economic impacts resulting from the proposed development are the continued extraction of gravel and sand from the quarry, resulting in continued employment and base materials for the construction industry.

S79C(1)(c) Suitability of the site

The expansion of the existing Rawsonville Quarry will have minimal impacts. There will be no changes to access and while it may be more visible from Whylandra Crossing Road, it is a dead-end with no other properties utilising the road. The hardstand processing plant will be further from the Macquarie River and reduce vehicle movements within the site.

S79C(1)(d) Submissions

This is discussed in the body of the main report.

S79C(1)(e) Public interest

There are no matters other than those discussed in the assessment of the Development Application above, that would be considered contrary to the public interest.

INTERNAL REFERRALS***Building Assessment***

The Building Services Supervisor in his report dated 29 April 2013 (copy on file) raised no concerns with the proposed development. The report recommends standard conditions and notations for the Development Consent.

Engineering Assessment

The Development Engineer in his report dated 23 August 2013 (copy on file) raised the issue of the impact on the public road by the proposed development, as discussed above in the Voluntary Planning Agreement. Otherwise, the report recommends standard conditions and notations for the Development Consent which have been included in the proposed conditions of consent.

Environment and Health Assessment

The Environmental Health Officer in her report dated 22 October 2013 (copy on file) raised no concerns with the proposed development, having taken into account the General Terms of Approval issued by both the EPA and the NSW Office of Water. The report recommends standard conditions and notations for the Development Consent which have been included in the proposed conditions of consent.