



# Business Papers 2024

MID-WESTERN REGIONAL COUNCIL

ORDINARY MEETING  
WEDNESDAY 21 FEBRUARY 2024

**SEPARATELY ATTACHED ATTACHMENTS**

*A prosperous and progressive  
community we proudly call home*



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Unit 1 / 36 Darling Street  
Dubbo NSW 2830

1300 BARNSON (1300 227 676)

generalenquiry@barnson.com.au

**to.**

**The General Manager  
Mid-Western Regional Council  
PO Box 156  
Mudgee NSW 2850**

**date.**

24.01.2024

**reference.**

17239-PL09\_A

Dear Sir,

**RE: ME0040/2023 – Temporary Workers Accommodation - Lot 32 DP 750773 –  
94 Main Street, Ulan NSW 2850**

**Subject: Review of Determination**

Reference is made to S4.55(1A) Modification to DA0135/2012 (ME0040/2023) – Ulan Temporary Workers Accommodation (TWA) approved with consent conditions on 13<sup>th</sup> December 2023, and we wish to advise that Long Necks Developments Pty Ltd requests a review of certain conditions in accordance with Section 8.3 of the Environmental Planning and Assessment Act, 1979 as follows:

**CONDITONS**

**Please also refer to re-drafted Notice of Amended Determination of a Development Application in Attachment A.**

~~1a. All laundry facilities shown within the development site are to be removed from the plans submitted with any Section 68 Application or Building Information Certificate.~~

**Comment:** Proposed to be Deleted.

**Reasoning:** This matter can be addressed in the required Section 68 Application for new Sewerage Treatment Plant and Irrigation Area, noting with confidence that the laundry facilities can remain for occasional (back-up) use assuming Council support of the Section 68 application.

~~1b. The site plan (DWG17239-A300-REV-B Dated 21.07.2023) is to be updated to include all required setbacks as follows:~~

- ~~• A minimum of 100 metres from the Sewerage Treatment Plant and collection/holding wells from the Goulburn River.~~
- ~~• A minimum of 250 metres from any dwelling not associated with the development and the Sewerage Treatment Plant and collection/holding wells.~~
- ~~• A minimum of 150m from the Registered Groundwater Bore GW200870 located on the adjoining lot/ to the southwestern boundary.~~

**Comment:** Proposed to be Deleted.

**Reasoning:** The TWA is existing and operating well without setback impacts, noting the modified development does not intend to significantly set aside any of the abovementioned existing setbacks.

~~1c. The site plan (DWG17239-A300 REV B Dated 21.07.2023) is to be updated to include the upgraded Sewerage Treatment Plant which is required to be located a minimum of 100 metres from the Goulburn River and no closer to boundaries of the river than the 20,000L Sewerage Treatment Plant.~~

**Comment:** Proposed to be Amended.

**Reasoning:** The proposed new Sewerage Treatment Plant is to be located within the same building curtilage of the existing approved plant and no closer to the Goulburn River.

~~3c. Potable water supply to the site shall be limited to 82 litres per person per day.~~

**Comment:** Proposed to be Deleted.

**Reasoning:** This matter can be addressed in the required Section 68 Application for the new Sewerage Treatment Plant and Irrigation Area, noting with confidence that TWA (human) water consumption as it relates to treated wastewater can be dealt with in a compliant matter.

~~3d. Documentary evidence is to be provided to the satisfaction of Council, on a quarterly basis (first period ending 31 March 2024), for a period of not more than 2 years, demonstrating that the total daily design flow of 20,000L has not been exceeded.~~

~~Documentary evidence is to include, but is not limited to service reports, provided and certified by the STP Service Provider, and receipts of any water supply cartage quantities, that occurred during the reporting period.~~

**Comment:** Proposed to be Deleted.

**Reasoning:** This matter can be appropriately addressed in the required Section 68 Application for new Sewerage Treatment Plant and Irrigation Area, including but not limited to details related to the total daily design flows.

~~3e. Incident Reporting—Within 72 hours of detecting an exceedance of the daily flow rates of this approval, or the occurrence of an incident that causes (or may cause) harm to the environment, the proponent shall notify Council and other relevant agencies of the exceedance/incident.~~

~~Within 14 days of notifying the Council and/or other relevant agencies of an exceedance/incident, the Proponent shall provide to Council a written report that:~~

- ~~(a) Describes the date, time and nature of the exceedance/incident;~~
- ~~(b) Identifies the cause (or likely cause) of the exceedance/incident;~~
- ~~(c) Describes what action has been taken to date;~~
- ~~(d) Describes the proposed measures to address the exceedance/incident.~~

**Comment:** Proposed to be deleted.

**Reasoning:** No exceedances are expected, and any incident reporting can be dealt with as part of Section 68 application approval.

5A. Prior to use or occupation and prior to the issue of a Building Information Certificate, a survey plan prepared by a registered land surveyor shall be provided to Council delineating the location of an effluent disposal area (land application area) with a minimum area of 6857 square meters (m<sup>2</sup>).

~~The land application area is to be setback a minimum 15 meters from all habitable buildings, a minimum of 150 meters from any groundwater bore, 6 meters from the northern boundary, 5 meters from all onsite detention basins (OSDs) and outside the 40 meter buffer from the Goulburn River.~~

**Comment:** Proposed to be Amended.

**Reasoning:** The proposed setback areas can be dealt with in Section 68 Application noting that appropriate setbacks can be managed in accordance with relevant Australian Standards. The 40-metre buffer to the Goulburn river is not relevant.

6. The proposed sewerage treatment system and irrigation areas **will consider the Australian Standards (AS/NZ A547-2012) and applicable Environmental Guidelines.** ~~areas are to comply with the Environmental Guidelines – Use of Effluent for Irrigation by the Department of Environment and Conservation. A report shall be prepared and submitted to Council for approval with the application under Section 68 of the Local Government Act for an onsite sewage management system. Note: The lid level of the Sewerage Treatment Plant shall be 416.0m AHD, and the Sewerage Treatment Plant must be located a minimum of 100 metres from the Goulburn River, 150 metres from the adjoining groundwater bore (GW200870) a minimum of 250 metres from a dwelling not associated with the development. The report and section 68 application must clearly demonstrate a minimum effluent disposal area of 6857 square meters (m<sup>2</sup>) is available onsite to support the development that achieves compliant setbacks from the river, site boundaries, detention basin/s, car parking and from all accommodation units.~~

**Comment:** Proposed to be Amended.

**Reasoning:** It is proposed to amend the condition to include compliance with the appropriate Australian Standard and the removal of any mention of setbacks as the upgraded Sewerage Treatment Plant shall be located in the same curtilage as the approved existing unit.

49a. Prior to issue of an Occupation Certificate, Building Information Certificate and/or use of the development, an application shall be lodged and approved by Council pursuant to Section 68 of the Local Government Act, 1993 for the installation of an On-Site Sewer Management System. The application shall be supported by amended Hydraulic Design Plans and supporting calculations of the development, ~~including the removal of all laundry facilities from the site including the dining room extension and laundry building.~~

**Comment:** Proposed to be Amended.

**Reasoning:** This matter can be addressed in the required Section 68 Application for the new Sewerage Treatment Plant and Irrigation Area, noting with confidence that the laundry facilities can remain for occasional (back-up) use assuming Council support of the Section 68 application.

~~49b. The two (2) laundry buildings shall be decommissioned and removed from the site prior to use or occupation of the new buildings. All sanitary plumbing and drainage servicing the laundry buildings shall be removed and backfilled to the satisfaction of Council.~~

**Comment:** Proposed to be Deleted.

**Reasoning:** This matter can be addressed in the required Section 68 Application for new Sewerage Treatment Plant and Irrigation Area, noting with confidence that the laundry facilities can remain for occasional (back-up) use assuming Council support of the Section 68 application.

~~49c. All laundry facilities within individual units shall be decommissioned and removed from existing buildings prior to use or occupation to the new buildings. All sanitary plumbing and drainage serving the laundry facilities shall be removed to the satisfaction of Council.~~

**Comment:** Proposed to be Deleted.

**Reasoning:** There are no laundry facilities in individual units.

~~62. The proposed sewerage treatment plant is to be located at least 100 metres from the Goulburn River to ensure compliance with the Environmental Planning and Assessment Regulations 2000.~~

**Comment:** Proposed to be Deleted.

**Reasoning:** To be replaced with Condition 62a below.

62a. Any proposed sewerage treatment plant is to be located in accordance with drawing "Locality plan and Site Layout" 17239-A01 Rev C or in accordance with any plans approved by the required application under Section 68 of the Local Government Act 1993. pursuant to condition 6 on this consent.

**Comment:** Proposed to be added to the Conditions.

**Reasoning:** The proposed upgraded sewerage treatment is to be located alongside and within the building curtilage of the existing approved plant. The proposed plant shall be new and considered to appropriately handle the TWA effluent needs and this shall be reflected in the Section 68 application as addressed in this new condition.



Refer also to latest site plan to be incorporated into Section 68 application in Attachment B.

Feel free to contact me with any queries.

Sincerely,  
BARNSON PTY LTD

A handwritten signature in black ink, appearing to read "LM", with a horizontal line underneath.

Luke Morris  
DIRECTOR



## Attachment A – Proposed Amended Consent Conditions





MID-WESTERN REGIONAL COUNCIL  
PO Box 156, MUDGEE NSW 2850  
86 Market Street, Mudgee | 109 Herbert Street, Gulgong | 77 Louee Street, Rylstone  
T 1300 765 002 or 02 6378 2850 | F 02 6378 2815  
E council@midwestern.nsw.gov.au

Kayla Robson; EH; P1411461 - Part 4

18 December 2023

Mr Luke Morris  
The Trustee for Long Necks Unit Trust  
Unit 4/108-110 Market Street  
MUDGEE NSW 2850

Dear Sir/Madam,

**SECTION 4.55 APPLICATION NO: ME0040/2023 – MODIFICATION TO DA0135/2012 –  
ULAN TEMPORARY WORKERS ACCOMMODATION – LOT 32 DP 750773- 94 MAIN  
STREET ULAN NSW 2850**

Reference is made to the original development application (DA0135/2012) approved by Council on 15 February 2012.

An amended development consent No. ME0040/2023 is now attached as determined by Councillors of Mid-Western Regional Council at its Ordinary Meeting on 13 December 2023.

The consent is a legal document and should be kept for your future reference as the development proceeds. It should be noted that commencement of the development implies your acceptance of the conditions of consent.

Should you have any query regarding the consent or associated conditions, do not hesitate to contact myself or the appropriate Council officer.

Yours faithfully,

A handwritten signature in black ink, appearing to read "Lindsay Dunstan".

**LINDSAY DUNSTAN  
MANAGER STATUTORY PLANNING  
DEVELOPMENT**



MID-WESTERN REGIONAL COUNCIL

PO Box 156, MUDGEES NSW 2850

86 Market Street, Mudgee | 109 Herbert Street, Gulgong | 77 Louee Street, Rylstone

T 1300 765 002 or 02 6378 2850 | F 02 6378 2815

E council@midwestern.nsw.gov.au

## Notice of Amended Determination of a Development Application

Issued under the *Environmental Planning and Assessment Act 1979* Section 4.55 (1A)

<b>Our Ref:</b> Kayla Robson; EH; P1411461 - Part 4	<b>Sec 4.55 No:</b> ME0040/2023
-----------------------------------------------------	---------------------------------

<b>Applicant:</b> Long Necks Developments Pty Ltd Unit 4/108-110 Market Street MUDGEES NSW 2850	<b>Land to be Developed:</b> Lot 32 DP 750773 94 Main Street ULAN NSW 2850
-------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------

<b>Proposed Development:</b> S4.55(1A) Modification to DA0135/2012 – Ulan Temporary Workers Accommodation	<b>Building Code of Australia Classification:</b> -
--------------------------------------------------------------------------------------------------------------	--------------------------------------------------------

<b>Date of Determination:</b>	The application was determined by Councillors of Mid-Western Regional Council at its Ordinary Meeting on <b>13 December 2023</b> .
<b>Determination:</b>	<b>CONSENT GRANTED</b> subject to conditions set out below

<b>Consent to operate from:</b> 22 February 2012	<b>Consent to lapse on:</b> 22 February 2017
-----------------------------------------------------	-------------------------------------------------

**Original DA No: DA0135/2012**

**Section 4.55 No: MA0036/2019** – Modification to conditions of Consent (4, 6, 31, 32, 51 & 51a).

**Section 4.55(1A) No: ME0024/2023** – Modification to conditions of Consent (1, 43, 49a & 50).

**Section 4.55(1A) No: ME0040/2024** - Modification to conditions of Consent (1, ~~1a, 1b~~, 1c, 1d, 3a, 3b, ~~3c, 3d, 3e~~, 4a, 5, 5a, 6, 7, 9, 14, 15a, 39, 49a, ~~49b, 49c~~, 62, 62a)

### CONDITIONS

### APPROVED PLANS

- Development is to be carried out generally in accordance with stamped plans Site Plan (Drawing No. 17239-A300 REV. B, dated 21.07.2023), Accommodation Plan (Drawing No. 17239-A301, REV A, dated 03.05.2023) (~~Drawing No. 17239\_L01, 17239\_A01, Revision E, 17239\_A02, Revision C, 17239\_A03, Revision C and 17239\_A04 Revision C, dated 18 October 2011, drawn by Barnson, Site Plan – Dining Room Extension, Drawing No. 17239-A200, Revision B, Dated 07.12.2022, Floor Layout – Dining Room Extension, Drawing No. 17239-A201, Revision B, Dated 07.12.2022, Elevations – Dining Room Extension, Drawing No. 17239-A202, Revision B, Dated 07.12.2022, 40' Ablutions Laundry, Sheets 1 to 6 of 6, REV 3, DWG: RWT-NMD-HS777-001~~) and Statement of Environmental Effects prepared by Barnson, received by Council on 21 October 2011, the Water Supply Quality Assurance Program dated 14 March 2019, the Statement of Environment Effects prepared by Barnson dated 24 November 2023 except as varied by the conditions listed herein. Any minor modification to the approved plans will require the lodgement and consideration by Council of amended plans. Major modifications will require the lodgement of a new development application.

~~Note: this consent does not authorise any works within 40 metres of a watercourse as defined under the Water Management Act 2000.~~

~~[Modified MA0036/2019]~~

~~[Modified ME0024/2023]~~

~~[Modified ME0040/2023]~~

#### PLAN AMENDMENTS REQUIRED

~~1a. All laundry facilities shown within the development site are to be removed from the plans submitted with any Section 68 Application or Building Information Certificate.~~

~~[Added ME0040/2023]~~

~~1b. The site plan (DWG17239-A300 REV B Dated 21.07.2023) is to be updated to include all required setbacks as follows:~~

- ~~• A minimum of 100 metres from the Sewerage Treatment Plant and collection/holding wells from the Goulburn River.~~
- ~~• A minimum of 250 metres from any dwelling not associated with the development and the Sewerage Treatment Plant and collection/holding wells.~~
- ~~• A minimum of 150m from the Registered Groundwater Bore GW200870 located on the adjoining lot / to the south western boundary.~~

~~[Added ME0040/2023]~~

1c. The site plan (DWG17239-A300 REV B Dated 21.07.2023) is to be updated to include the upgraded Sewerage Treatment Plant which is required to be located a minimum of 100 metres from the Goulburn River and no closer to boundaries of the river than the 20,000L Sewerage Treatment Plant.

**[Added ME0040/2023]**

1d. The approved plans are to be updated to demonstrate full compliance with the requirements of the NSW Rural Fire Service General Terms of Approval dated 26 June 2023 (Ref: DA-2011-04713-S4.55-1) are achieved onsite prior to and at all times during operations of the development – a copy of the General Terms of Approval are attached to this Notice.

**[Added ME0040/2023]**

#### GENERAL

2. Accessible units are to be provided within the development site in accordance with AS 1428.1 2009, the Building Code of Australia and the Access to Premises Code.

3. Communal facilities are to be provided with accessible features in accordance with the AS 1428.1 2009, the Building Code of Australia and the Access to Premises Code.

3a. No more than two hundred (guests) and six (6) staff members shall be on-site at one time.

**[Added ME0040/2023]**

3b. Overflow from the on-site detention basins shall not adversely impact the effluent disposal areas. Suitable mitigation measures such as diversions drains shall be implemented prior to use or occupation.

**[Added ME0040/2023]**

~~3c. Potable water supply to the site shall be limited to 82 litres per person per day.~~

~~[Added ME0040/2023]~~

- ~~3d. Documentary evidence is to be provided to the satisfaction of Council, on a quarterly basis (first period ending 31 March 2024), for a period of not more than 2 years, demonstrating that the total daily design flow of 20,000L has not been exceeded.~~

~~Documentary evidence is to include, but is not limited to service reports, provided and certified by the STP Service Provider, and receipts of any water supply cartage quantities, that occurred during the reporting period.~~

~~[Added ME0040/2023]~~

- ~~3e. Incident Reporting Within 72 hours of detecting an exceedance of the daily flow rates of this approval, or the occurrence of an incident that causes (or may cause) harm to the environment, the proponent shall notify Council and other relevant agencies of the exceedance/incident.~~

~~Within 14 days of notifying the Council and/or other relevant agencies of an exceedance/incident, the Proponent shall provide to Council a written report that:~~

- ~~a) Describes the date, time and nature of the exceedance/incident;~~
- ~~b) Identifies the cause (or likely cause) of the exceedance/incident;~~
- ~~c) Describes what action has been taken to date;~~
- ~~d) Describes the proposed measures to address the exceedance/incident.~~

~~[Added ME0040/2023]~~

#### **PRIOR TO ISSUE OF THE CONSTRUCTION CERTIFICATE / BUILDING INFORMATION CERTIFICATE**

~~The following conditions must be complied with prior to the Principal Certifying Authority (PCA) issuing a Construction Certificate or Building Information Certificate. The conditions are required to satisfy the PCA that the proposal is consistent with the applicable development consent, the Building Code of Australia and any Australian Standards that are relevant.~~

- ~~4. The applicant is to demonstrate that there is the ability to provide a water supply to the development from roof storm water. This assessment is to be undertaken by a professional engineer report and is to indicate the harvest potential available, the likely water supply demand for the development and alternate supplies should the demand exceed the harvest potential.~~

~~[Deleted MA0036/2019]~~

- ~~4a. Prior to issue of a Building Information Certificate, the applicant must demonstrate full compliance with the requirements of the NSW Rural Fire Service General Terms of Approval dated 26 June 2023 (Ref: DA-2011-04713-S4.55-1).~~

~~[Added ME0040/2023]~~

- ~~5. Separate written application must be made under Section 68 of the Local Government Act 1993, as amended, to Council for all water supply, sewerage and drainage work associated with the development. Full details of the method of disposal of the sewerage/grey water must be submitted to the Council for approval prior to the issue of the Construction Certificate-Building Information Certificate.~~

~~[Modified ME0040/2023]~~

- ~~5a. Prior to use or occupation and prior to the issue of a Building Information Certificate, a survey plan prepared by a registered land surveyor shall be provided to Council delineating~~

the location of an effluent disposal area (land application area) with a minimum area of 6857 square meters (m<sup>2</sup>).

~~The land application area is to be setback a minimum 15 meters from all habitable buildings, a minimum of 150 meters from any groundwater bore, 6 meters from the northern boundary, 5 meters from all onsite detention basins (OSDs) and outside the 40 meter buffer from the Goulburn River.~~

~~[Added ME0040/2023]~~

areas will consider the Australian Standards (AS/NZ A547-2012) and applicable Environmental Guidelines.

6. ~~The proposed sewerage treatment system and irrigation areas are to comply with the Environmental Guidelines Use of Effluent for Irrigation by the Department of Environment and Conservation. A report shall be prepared and submitted to Council for approval with the application under Section 68 of the Local Government Act for an onsite sewage management system. Note: The lid level of the Sewerage Treatment Plant shall be 418.5 416.0m AHD and the Sewerage Treatment Plant must be located a minimum of 100 metres from the Goulburn River, 150 metres from the adjoining groundwater bore (GW200870) a minimum of 250 metres from a dwelling not associated with the development. The report and section 68 application must clearly demonstrate a minimum effluent disposal area of 6857 square meters (m<sup>2</sup>) is available onsite to support the development that achieves compliant setbacks from the river, site boundaries, detention basin/s, car parking and from all accommodation units.~~  
[Modified MA0036/2019]  
**[Modified ME0040/2023]**
7. A registered Surveyors Certificate showing the boundaries of the site, ~~and all proposed buildings and sewerage works including the effluent disposal area plotted thereon is to be submitted to the Principal Certifying Authority Council before issue of a Building Information Certificate construction is commenced.~~  
**[Modified ME0040/2023]**
8. Details of the engineered designed reinforced concrete slab/sand the wall and roof framing structural components of the building must be submitted with the required Construction Certificate.
9. In accordance with the provisions of section 94A 7.12 of the Environmental Planning and Assessment Act 1979 and the Mid-Western Regional Council ~~Section 94A Development Contributions Plan~~, a levy of 1% of the cost of carrying out the modified development shall be paid to Council in accordance with this condition, prior to issue of the Building Information Certificate.  
  
The levy is: \$14,000.00 based on the estimated cost of the modified development of \$ 1,400,000.00.  
**[Modified ME0040/2023]**
10. Prior to the issue of the Construction Certificate, the Principal Certifying Authority (PCA) is to be supplied with certificates from telecommunications and energy service providers stating that suitable arrangements have been made for provision of underground telephone and electricity supplies for the proposed development.
11. The Principal Certifying Authority (PCA) is to be provided with details regarding the provision of essential fire safety services in accordance with the BCA and relevant Australian Standards.

12. If the Construction Certificate is not issued, for any reason whatsoever, within twelve (12) months of the date of determination, then the charges and contributions contained in this consent, may be increased to the current rate at the time of payment.

A site supervisor is to be nominated by the applicant prior to issue of the Construction Certificate.

13. A Traffic Control Plan (TCP) completed by a "Certified Person" for implementation during works is to be submitted to Mid-Western Regional Council prior to any work commencing. Contractor's insurance cover for a minimum of \$10,000,000 (Ten million dollars) is to be sighted and to be shown to Mid-Western Regional Council as an interested party.
14. Complete landscaping plans are to be submitted to Council for approval prior to issue of a Construction Certificate or Building Information Certificate. All landscaping is to be established prior to occupation of the development and consist of advanced trees and shrubs. Tree and shrub species should be endemic to the Mid-Western Regional Local Government Area, require minimal watering and be salt resistant.  
**[Modified ME0040/2023]**
15. The applicant is to submit a Drainage Report prepared in accordance with the Institution of Engineers publication Australian Rainfall and Run-off to the Principal Certifying Authority for approval prior to the release of the Construction Certificate. The report must demonstrate that stormwater runoff from the site is not increased beyond the existing undeveloped state upto and including a 100-year ARI. All storm water detention details including analysis shall be included with the drainage report.
- 15a. The on-site detention system is to be constructed generally in accordance with the Surface Stormwater Management concept plan as shown on Drawing No. 17239 HD32, Revision 1, dated 04/07/2023 prepared by Barnson. Full details shall be submitted to and approved by Council prior to the issue of the Building Information Certificate.  
**[New Condition ME0040/2023]**

#### **PRIOR TO THE COMMENCEMENT OF WORKS**

These conditions are required to ensure that the site is ready for construction works to commence and satisfy the provisions of the Environmental Planning and Assessment Act 1979 and the Building Code of Australia.

16. A sign must be erected in a prominent position on any work site on which the erection of a building is being carried out;
  - a) stating that unauthorised entry to the work site is prohibited, and
  - b) showing the name of the person in charge of the work site and a telephone number at which that person may be contacted outside working hours.
17. Prior to the commencement of any construction works, the following provisions of the Environmental Planning and Assessment Act 1979 (the Act) are to be complied with:
  - a) a Construction Certificate is to be obtained in accordance with Section 81A(2)(a) of the Act.
  - b) a Principal Certifying Authority is to be appointed and Council is to be notified of the appointment in accordance with Section 81A(2)(b) of the Act.
  - c) Council is to given at least 2 days' notice of the date intended for commencement of
  - d) building works, in accordance with Section 81A(2)(c) of the Act.

18. Run-off and erosion controls must be installed prior to clearing the site and incorporate:
  - a) diversion of uncontaminated upsite run-off around cleared and/or disturbed areas and areas to be cleared or disturbed.
  - b) sediment fences at the downslope perimeter of the cleared or disturbed areas to prevent sediment and other debris escaping from the land to pollute water ways and collection areas.
  - c) maintenance of all erosion control measures at maximum operational capacity until the land is effectively rehabilitated and stabilised.
19. During construction temporary toilet facilities are to be provided at or in the vicinity of the nominated work site and for this purpose provide either a standard flushing toilet or an approved sewage management facility.
20. If the work involved in the erection/demolition of the building is likely to cause pedestrian or vehicular traffic in a public place to be obstructed or rendered inconvenient, or building involves the enclosure of a public place, a hoarding or fence must be erected between the work site and the public place. If necessary, an awning is to be erected, sufficient to prevent any substance from, or in connection with, the work falling into the public place. Any such hoarding, fence or awning is to be removed when the work has been completed.
21. The proposed method(s) of compliance with the Building Code of Australia are to be clarified by documentation to be submitted with the Construction Certificate Application. In this regard, it appears that the Development Application plans do not comply with the following deemed-to-satisfy provisions of the BCA;
  - a) Section F2.4 -Facilities for people with disabilities.
  - b) Part D3 -Access for people with disabilities.
  - c) Section E- in particular, E1 Firefighting equipment, specifically the provision of fire hydrants and fire hose reels compatible to on-site water storage for firefighting.
  - d) E4 Emergency lighting and exit signs.
  - e) Section J - Energy efficiency (offices)
  - f) Section C- Fire resistance, in particular Type C Fire Resisting Construction of walls within 3 metres of the boundary (including front & rear return walls)
22. The developer is to make arrangements with an archaeologist or indigenous group representing the locality to have people available onsite during any works that require disturbance to the surface or sub surface of the site. This is required to ensure that no indigenous objects are disturbed or destroyed during construction activities.
23. A construction management plan is to be prepared for the development that has considered the impact of the construction phase of the project on adjoining properties.

#### **BUILDING CONSTRUCTION**

These conditions are provided to ensure that adequate standards are being observed during the construction phase of the development.

24. Construction work noise that is audible at other premises is to be restricted to the following times:
  - Monday to Friday - 7.00am to 6.00pm

- Saturday - 8.00am to 1.00pm

No construction work noise is permitted on Sundays or Public Holidays.

25. All building work must comply with the requirements of the Building Code of Australia 2011, Volume One, together with the relevant Australian standards and also the Environmental Planning and Assessment Act, 1979, as amended, and Regulations.
26. All mandatory inspections required by the Environmental Planning and Assessment Act and any other inspections deemed necessary by the Principal Certifying Authority must be carried out during the relevant stages of construction.
27. All plumbing and drainage work must be carried out by a licensed plumber and drainer and must comply with the requirements of AS 3500 (National Plumbing & Drainage Code) and the NSW Code of Practice- Plumbing & Drainage. The selected plumber/drainer must provide Council with a drainage diagram detailing the location of the drainage system and the relevant connections. All plumbing and drainage inspections must be carried out by Council prior to the covering of any trenches or wall/ceiling linings.
28. The development must be provided with car parking spaces and with adequate means of access for persons with disabilities in order to comply with Australian Standard 2809.6 - 2009 (Parking facilities- Off street parking for people with disabilities) the Building Code of Australia and the Access to Premises Code. Full details must be provided with the Construction Certificate.
29. The development must be provided with sanitary facilities for people with disabilities in order to comply with Australian Standard 1428 2009 (Design for access and mobility), the Building Code of Australia and the Access to Premises Code. Full details must be provided with the required Construction Certificate.
30. All areas not provided with natural ventilation in accordance with the provisions of the Building Code of Australia being provided with an approved mechanical ventilation and/or air conditioning system complying with Australian Standard 1668, Parts 1 and 2.
31. The ~~rainwater~~ water storage tanks used as a potable water supply for human consumption, in particular, the supply to the amenities within the building, must be protected from contamination from industrial and urban traffic emissions, dead animals, mosquitoes, dust, pesticides, bushfires and any other form of contamination.  
**[Modified MA0036/2019]**
- ~~32. Details of the method of protection of the water supply from contamination and the method of the subsequent implementation of a testing regime of the water supply must be designed by an approved hydraulic engineer and submitted to Council's Health & Building section prior to the issue of an Occupation Certificate.  
**[Deleted MA0036/2019]**~~
33. A copy of the Final Fire Safety Certificate is to be provided to the Commissioner of NSW Fire Brigades and a further copy of the Certificate is to be prominently displayed in the building.
34. For every 12 month period after the issue of the Final Fire Safety Certificate the



owner/agent of the building must provide the Council with a copy of an Annual Fire Safety Statement certifying that specified fire safety measure is capable of performing to its specification.

35. Smoke detector units are to be installed in accordance with the requirements of the Building Code of Australia. The smoke detectors are to be interconnected and connected to a permanent 240 volt power supply and provided with battery backup to activate the alarm units in the event of power failure. A detail of the system is to be submitted to Council for approval prior to installation.
36. All building work must be carried out in accordance with the requirements of the Building Code of Australia. This includes but is not limited to the following:
  - Part C1 Fire Resistance and Stability
  - Part D3 Access for People with Disabilities
  - Part F2 Sanitary and Other Facilities
  - Part F2.4 Facilities for people with disabilities
  - Part F5 Sound Transmission and Insulation
  - Section J Energy efficiency

#### **ENGINEERING CONSTRUCTION**

37. All earthworks, filling, building, driveways or other works, are to be designed and constructed (including stormwater drainage if necessary) so that at no time will any ponding of storm water occur on adjoining land as a result of this development.
38. Vehicular entrances comprising concrete driveways and footway crossings are to be provided to the development. These should be constructed in accordance with Aus-Spec #1 and Council standard drawing M525-Rural Access, as outlined in Council's "Access to Properties Policy".

Concrete must not be poured until the excavation, formwork and reinforcing has been inspected by Council. The contractor/owner must arrange an inspection by contacting Council's Development Engineer between 8.00am and 4.30pm Monday to Friday, giving at least twenty four (24) hours' notice. Failure to have the work inspected may result in the access being removed and reconstructed at the contractors/owners expense.

39. A minimum ~~total~~ of 154 163 car parking spaces are to be provided within the site of the development and comply with the following requirements:
  - a) Each parking space is to have minimum dimensions of 5.5m x 2.6m;
  - b) Each disabled car parking space is to be in accordance with the provisions of Councils Development Control Plan - Design for Accessibility.
  - c) All car parking spaces are to be line-marked and provided with a two coat bitumen seal and must be maintained in a satisfactory condition at all times;
  - d) Off street parking is to be encouraged by the placement of prominent signs indicating the available of parking.

#### **[Modified ME0040/2023]**

40. The aisle widths, internal circulation, ramp widths and grades of the car park are to generally conform to the Roads and Traffic Authority (RTA) guidelines and Australian Standard AS 2890.1 -1993. Details of compliance are to be shown on the relevant plans and specifications.

41. The developer is to upgrade the school zone signage of the Ulan Public school such that it is provided with flashing lights during designated school zone times. All installation and approval requirements through the Local Traffic Committee shall be carried out by the developer at full cost to the developer.
42. The developer is to upgrade Main Street for the full frontage of the proposed development, such that it has the following characteristics:

	Requirement
Half Road Pavement Width	6.5 metres (6.5 metre seal)
Concrete Footpaths	N/A
Seal	Two-coat flush seal-14/7 mm (Double/ Double) as required
Table Drains	Austrroads
Subsoil Drainage	N/A
Underground Drainage	N/A

- ~~43. The Developer shall provide a 1.2 metre wide concrete footpath from the development site to the centre of the Ulan village. Full details are to be provided with the application for Construction Certificate.~~  
**[Deleted ME0024/2023]**
44. Internal Roads shall be sealed with a minimum of 6 metres for two way traffic and 3.5 for one way. Turning heads shall be a minimum radius of 8.5 m. Provision of Kerb and Gutter is optional for internal access roads, but if provided shall comply with Council's Residential Standards.
45. Internal roads shall be designed to a 40km/h minimum speed. Actual speed limits within the development should be limited to 10km/hr for shared zones and signposted accordingly. Traffic regulatory, warning and guide signs throughout the development should be in accordance with AS1742.

#### **PRIOR TO ISSUE OF THE OCCUPATION CERTIFICATE / USE OF THE PREMISES**

The following conditions are to be completed prior to occupation of the building and are provided to ensure that the development is consistent with the provisions of the Building Code of Australia and the relevant development consent.

46. Prior to the occupation of a new building, or occupation or use of an altered portion of, or an extension to an existing building, an Occupation Certificate is to be obtained from the Principal Certifying Authority appointed for the erection of the building. An application for an Occupation Certificate must be set out in the form of the relevant part of Form 12 of the Environmental Planning and Assessment Regulations and must be accompanied by the relevant information required by Form 12.
- 46a. Prior to the issue of an Occupation Certificate, the applicant is required to arrange for a final inspection of the private water supply and obtain a satisfactory final inspection from Mid-Western Regional Council for the operation of the private water supply work.  
**[New Condition MA0036/2019]**

- 46b. Prior to the issue of an Occupation Certificate, an Approval to Operate the On-Site Sewage Management System granted under Section 68 of the Local Government Act 1993 is to be obtained.

**[New Condition MA0036/2019]**

47. On completion of the building work, the owner/agent of the building must cause the Council to be provided with a Final Fire Safety Certificate from a competent person with respect to each essential service nominated in the Fire Safety Schedule issued with the Construction Certificate.

48. All building or site works or other written undertaking or obligation indicated in the submitted plans and supporting documentation or otherwise required under the terms of this consent being carried out or implemented prior to the occupation of the premises.

49. The developer and landowner (Crown) shall enter into a Mine Impact Agreement with Ulan Coal Mine Limited prior to the occupation of the development due to the location of the site potentially exceeding noise criterion.

- 49a. Prior to issue of an Occupation Certificate, Building Information Certificate and/or use of the development, an application shall be lodged and approved by Council pursuant to Section 68 of the Local Government Act, 1993 for the installation of an On-Site Sewer Management System. The application shall be supported by amended Hydraulic Design Plans and supporting calculations of the development, ~~including the removal of all laundry facilities from the site including the dining room extension and laundry building.~~

**[Modified ME0024/2023]**

**[Modified ME0040/2023]**

- ~~49B. The two (2) laundry buildings shall be decommissioned and removed from the site prior to use or occupation of the new buildings. All sanitary plumbing and drainage servicing the laundry buildings shall be removed and backfilled to the satisfaction of Council.~~

~~**[Modified ME0040/2023]**~~

- ~~49C. All laundry facilities within individual units shall be decommissioned and removed from existing buildings prior to use or occupation of the new buildings. All sanitary plumbing and drainage servicing the laundry facilities shall be removed to the satisfaction of Council.~~

~~**[Modified ME0040/2023]**~~

## GENERAL

The following conditions have been applied to ensure that the use of the land and/or building is carried out in a manner that is consistent with the aims and objectives of the environmental planning instrument affecting the land.

50. This approval is limited to twenty-five (25) years from the issue of the Occupation Certificate and the facility shall be decommissioned in accordance with the approved Decommissioning Plan within six (6) months of the closure of the facility.

**[Modified ME0024/2023]**

51. ~~The proposed development is not to rely on any other water supply other than treated water from the onsite sewerage treatment facility and capturing roof water. Should the development run out of water, then it will close down until water supplies have been supplemented by further rain fall. The proposed development has provided that the water supply will be gained by capturing roof water for a potable water supply and can also be supplemented by treated water for toilets and laundry water supplies.~~  
**[Deleted MA0036/2019]**
- 51a. ~~MA0037/2012 permits the use of piped water from the adjacent property of Ulan water to the facility for use in periods of low rainfall to supplement the onsite water supply. The use of water from Ulan Water is only permitted where the water can be piped from the Ulan water due to the location of a bore on the Ulan water site. The trucking in of water is not permitted either to the development site or the adjacent Ulan Water site.~~  
**[Deleted MA0036/2019]**
52. A Decommissioning Plan in accordance with Council's Temporary Workers Accommodation DCP is to be prepared and approved by Council prior to the issue of the Occupation Certificate for the development.
53. A Management Plan, including the identification of social impacts, in accordance with Council's Temporary Workers Accommodation DCP is to be prepared and approved by Council prior to the issue of the Occupation Certificate for the development.
54. All vehicles are required to enter and leave the site in a forward direction at all times. Signage to this effect is to be appropriately located within the site.
55. All loading and unloading in connection with the premises shall be carried out wholly within the site.
56. All exterior lighting associated with the development shall be designed and installed so that no obtrusive light will be cast onto any adjoining property or roadways, in accordance with Australian Standard 4282 "Control of the Obtrusive Effects of Outdoor Lighting".
57. All waste generated by the proposed development shall be disposed of to an approved location in accordance with the Waste Minimization & Management Act 1995.
58. Security fencing is to be provided to the site and is to be a maximum of 2.1 metres in height and of pre coloured steel fencing. Full details of proposed fencing are to be included on the landscaping plan.
59. Adequate facilities being provided in a screened location within the premises for the storage of garbage, discarded or returnable packaging or other forms of trade wastes and arrangements being made for the regular removal and disposal of same.
60. There being no interference with the amenity of the neighbourhood by reason of the emission of any "offensive noise", vibration, smell, fumes, smoke, vapour, steam, soot, ash or dust, or otherwise as a result of the proposed development.
61. A public address system or sound amplifying equipment shall not, without the consent of Council, be installed in or upon the premises so as to cause or permit the emission of sound onto any public place or nearby residential area.

~~62. The proposed sewerage treatment plant is to be located at least 100 metres from the Goulburn River to ensure compliance with the Environmental Planning and Assessment Regulations 2000.~~

62a

62a Any proposed sewerage treatment plant is to be located in accordance with drawing "Locality plan and Site Layout" 17239-A01 Rev C or in accordance with any plans approved by the required application under Section 68 of the Local Government Act 1993, pursuant to condition 6 on this consent.

63. If any aboriginal artefacts are uncovered or identified during construction earthworks, such work is to cease immediately and the local aboriginal community and National Parks and Wildlife Service are to be notified. (Note: A suitably qualified person would be required to be present during earthworks to identify whether any artefacts were uncovered).

64. The existing community facilities (tennis court, grandstand and community building) are to be made available to the local community for community events at no cost for the life of the development.

65. The private water supply for the site is to be designed, installed and maintained in accordance with the Public Health Act 2010 and the Public Health Regulations 2012 at all times.

**[New Condition MA0036/2019]**

66. The sites operators are to maintain and operate the private water supply in accordance with the quality assurance program (QAP) and which complies with the Public Health Regulations 2012. A Copy of the QAP is to be provided to the NSW Public Health Unit and records relating to managing the safety of the drinking water supply are to be kept onsite and made available on request of the Local Council or the NSW Public Health Unit.

**[New Condition MA0036/2019]**

67. Any truck movements associated with supplying potable water to the site are to occur during normal business hours only and are limited to no more than two (2) movements per day.

**[New Condition MA0036/2019]**

### STATEMENT OF REASONS

1. The proposed development is considered satisfactory in terms of the matters identified in Section 4.55(1A) of the Environmental Planning and Assessment Act 1979.
2. The proposed development is considered satisfactory in terms of the matters identified in Section 4.15 of the Environmental Planning and Assessment Act 1979.
3. No submissions were received during the public exhibition period.

### ADVISORY NOTES

1. The removal of trees within any road reserve requires the separate approval of Council in accordance with the policy "Tree Removal and Pruning- Public Places".
2. The land upon which the subject building is to be constructed may be affected by restrictive covenants. This approval is issued without enquiry by Council as to whether any restrictive covenant affecting the land would be breached by the construction of the building, the subject of this approval. Persons to whom this approval is issued must rely on their own enquiries as to whether or not the building breaches any such covenant.
3. Any development in proximity to Essential Energy's infrastructure should comply with the latest industry guideline currently known as ISSC 20 Guideline for the Management of Activities within Electricity Easements and Close to Infrastructure. A copy of this guideline can be located at [www.resourcesandenergy.nsw.gov.au](http://www.resourcesandenergy.nsw.gov.au).

4. The development is subject to the requirements of the Rural Fires Act 1997 and separate approvals shall be obtained from the NSW Rural Fire Service, as relevant.
5. Section 8.3 of the Environmental Planning and Assessment Act (EP&A Act) gives you the ability to seek a review of the

**Other Approvals:**

(DA0135/2012)  
(MA0037/2012)  
(MA0036/2019)  
(ME0024/2023)

**Signed on behalf of Mid-Western Regional Council by:**



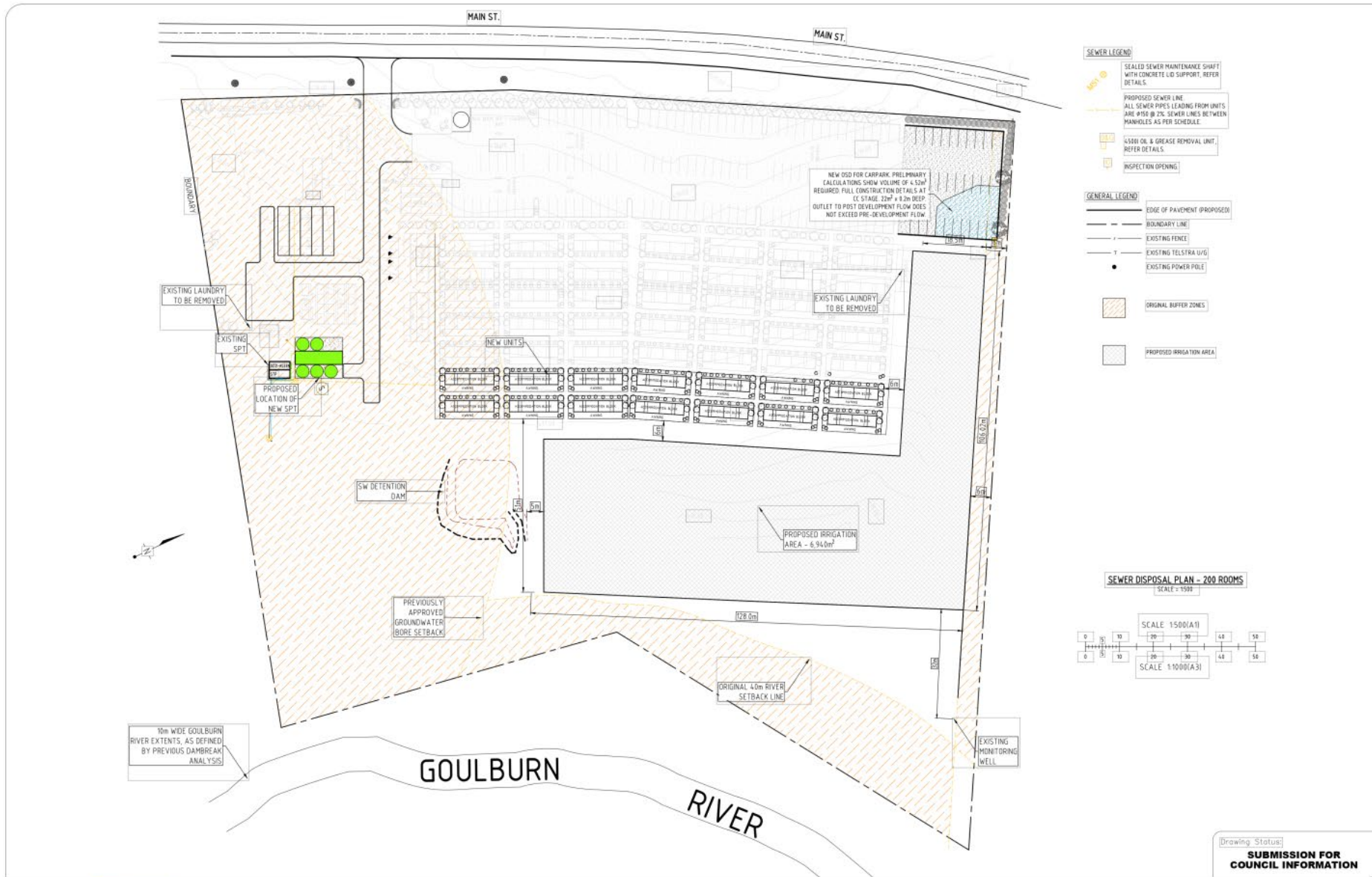
**LINDSAY DUNSTAN**  
**MANAGER STATUTORY PLANNING**  
**DEVELOPMENT**  
18 December 2023

*Notes:*

1. *The modification of a development consent does not change the date from which the consent operates, or the date to which the consent lapses.*
2. *Section 8.9 of the Act confers on an applicant who is dissatisfied with this determination a right of appeal to the Land and Environment Court and the Court may determine the appeal.*
3. *To ascertain the extent to which the consent is liable to lapse, refer to Section 4.53 of the Act.*



## Attachment B – Site Plan



[Drawing Status]  
**SUBMISSION FOR COUNCIL INFORMATION**



**Offices Located**  
Dubbo, Mudgee, Pines & Bellambi

**Contact Us**  
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W www.barnson.com.au



**Client:** LONGNECKS Pty Ltd

**Project:** PROPOSED CAMP VILLAGE, STAGE 5  
94 MAIN STREET  
ULAN NSW 2850

**Drawing Title:**  
SEWER DISPOSAL PLAN  
200 ROOMS

**Design:** SBT/A  
**Drawn:** LT  
**Check:** LM  
**QA:** RM

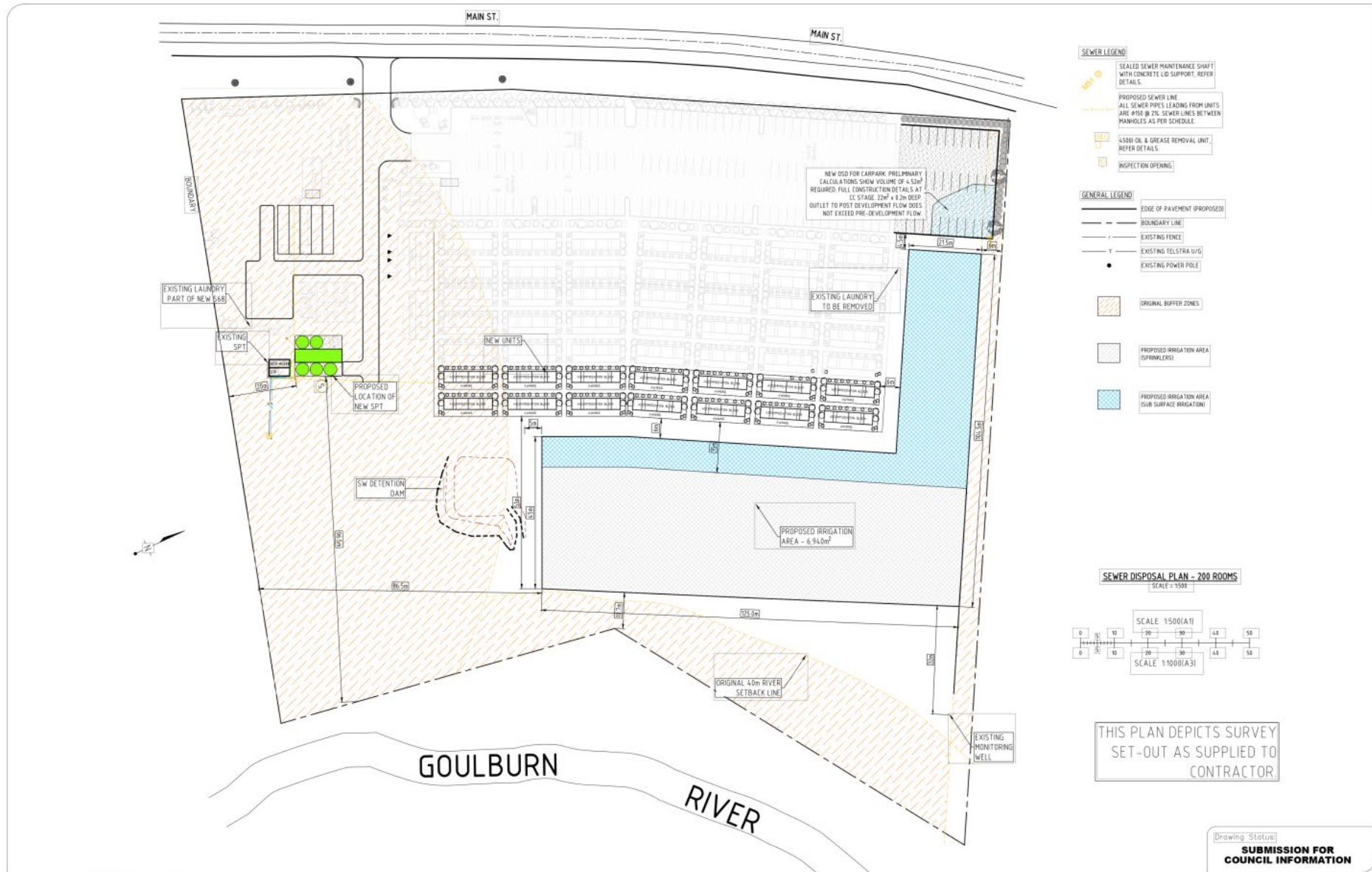
**Drawing Sheet:**  
A1 - Original size - Scales as noted  
A3 - Minimization - Not to scale

Rev	Date	Amendment
2	22-12-2023	ADDITIONAL SETBACKS / LAUNDRY DELETED
1	21-12-2023	OSD ADDED
0	20-12-2023	FOR COUNCIL INFORMATION

**Certification**

**Drawing Number:** 17239 CC PLAN 2  
**Revision:** 2





Drawing Status  
**SUBMISSION FOR COUNCIL INFORMATION**

Certification  
 Drawing Number: **17239-CC1**  
 Revision: **5**



Offices Located  
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 (e) generalenquiry@barnson.com.au  
 (w) www.barnson.com.au



Client: LONGNECKS Pty Ltd

Project: PROPOSED CAMP VILLAGE, STAGE 5  
 94 MAIN STREET  
 ULAN NSW 2850

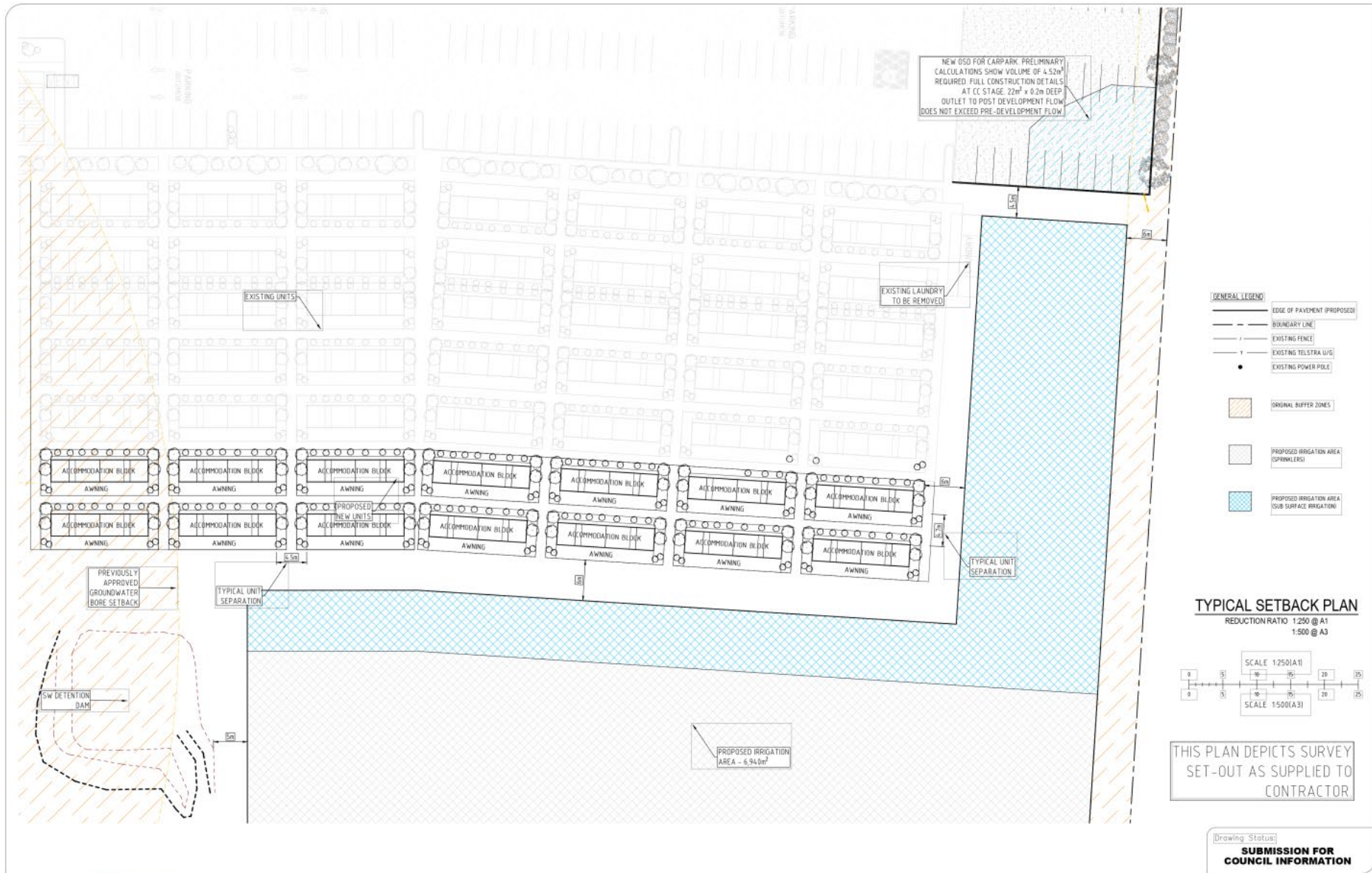
Drawing Title:  
 SEWER DISPOSAL PLAN  
 200 ROOMS

Design: SETHA  
 Draw: RB  
 Check: CA  
 Rev: RB

Drawing Sheet:  
 A1 - Digital size - scales as noted  
 A3 - Mechanical - Plot to scale

Rev	Date	Amendment
5	06-03-2024	ADDITIONAL DETRACKS NOTED
4	03-02-2023	ISSUED BY SURVEY TEAM
3	08-01-2024	SUB-SURFACE DRIP IRRIGATION AREA ADDED
2	22-12-2023	ADDITIONAL DETRACKS/LAUNDRY DELETED
1	21-12-2023	ORIG ADDED
0	20-12-2023	FOR COUNCIL INFORMATION

This information is supplied in good faith and is not intended to constitute a contract. It is subject to the terms and conditions of the contract. The information is provided for information only and is not intended to constitute a contract. The information is provided for information only and is not intended to constitute a contract.



**Offices Located**  
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**Client:** LONGNECKS Pty Ltd

**Project:** PROPOSED CAMP VILLAGE, STAGE 5  
94 MAIN STREET  
ULAN NSW 2850

**Drawing Title:**  
TYPICAL SETBACK PLAN

Design	Drawn	Rev	Date	Amendment
8039A	80			
Check	DA			
80	80			

**Drawing Sheet:**  
A1 - Digital site - scales as noted  
A3 - Mechanical - flat to scale

0 05-02-2023 FOR COUNCIL INFORMATION  
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**Submission for Council Information**

**Drawing Number:** 17239-CC2  
**Revision:** 0

**PROPOSED COMMERCIAL DEVELOPMENT**  
FOR  
**P&D ELDRED HOLDINGS PTY LTD**  
**19, 21 & 23 SYDNEY ROAD MUDGEES NSW**



**GENERAL NOTES:**

Builder to confirm all dimensions before commencing any works.

If discrepancies occur on plans, designers to be contacted.

All dimensions are in millimetres unless otherwise stated.

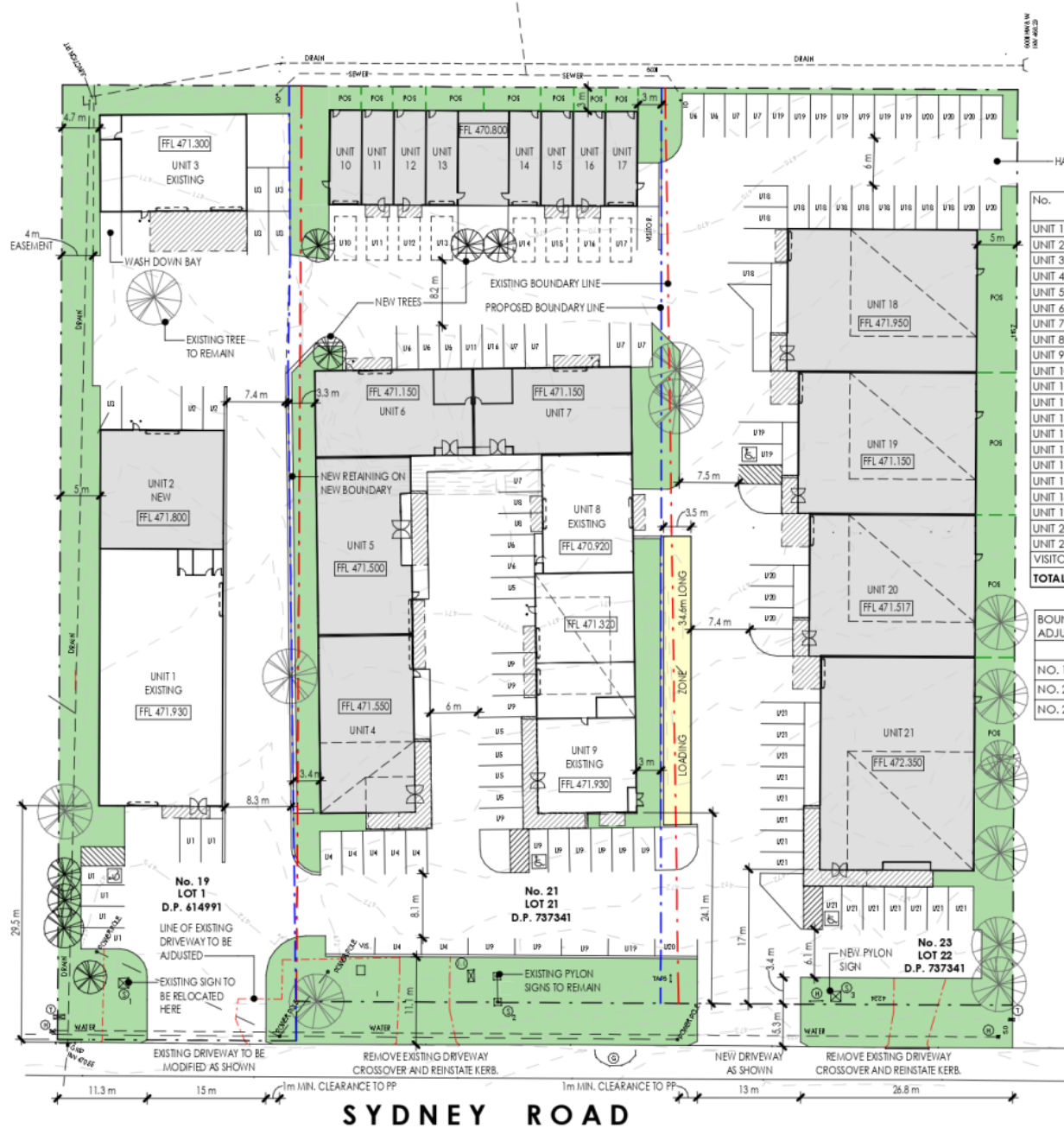
Use figured dimensions only. Do not scale from plans.

Site information is based on information supplied by the owner and must be verified by the supplier on acceptance of this plan.

All works shall comply with the National Construction Code (NCC), current Australian Standards, building regulations and statutory approvals. Notify this office of any discrepancies.

These plans should be read in conjunction with project specifications and all consultant drawings in drafting but not limited to Structural Engineers' and Surveyors'.

Soil Classification - refer to Engineers' report and soil tests.



No.	TOTAL SQM	SIZE	USE	NO. OF SPACES
UNIT 1	507	32.5 x 15.6	VEHICLE REPAIR STATION	6
UNIT 2	234	15.0 x 15.6	WAREHOUSE/LOCAL DIST. CENTRE	2
UNIT 3	226	12.2 x 18.5	CAR DETAILING	5
UNIT 4	342	22.5 x 12.0	SPECIALISED RETAIL PREMISES	7
UNIT 5	270	22.5 x 12.0	SPECIALISED RETAIL PREMISES	5
UNIT 6	220	11.0 x 20.0	BUSINESS PREMISES	7
UNIT 7	220	11.0 x 20.0	BUSINESS PREMISES	7
UNIT 8	175	14.8 x 11.8	WAREHOUSE	2
UNIT 9	377	30.1 x 12.5	OFFICE PREMISES	12
UNIT 10	47	12.0 x 3.9	SELF STORAGE	1
UNIT 11	63	12.0 x 3.9	CREATIVE INDUSTRY	2
UNIT 12	47	12.0 x 3.9	CREATIVE INDUSTRY	1
UNIT 13	47	12.0 x 3.9	SELF STORAGE	1
UNIT 14	47	12.0 x 3.9	SELF STORAGE	1
UNIT 15	47	12.0 x 3.9	CREATIVE INDUSTRY	1
UNIT 16	63	12.0 x 3.9	CREATIVE INDUSTRY	2
UNIT 17	47	12.0 x 3.9	SELF STORAGE	1
UNIT 18	552	18.0 x 24.0	SPECIALISED RETAIL PREMISES	11
UNIT 19	525	18.0 x 22.5	SPECIALISED RETAIL PREMISES	10
UNIT 20	498	18.0 x 21.0	SPECIALISED RETAIL PREMISES	10
UNIT 21	767	27.0 x 19.5	SPECIALISED RETAIL PREMISES	15
VISITOR				2
<b>TOTAL</b>	<b>5326</b>			<b>111</b>

BOUNDARY ADJUSTMENT	EXISTING SITE AREA	PROPOSED SITE AREA	DIFFERENCE
NO. 19	3642	3528	- 114
NO. 21	5452	5410	- 42
NO. 23	5021	5180	+ 159



- Notes**
1. Builder to confirm all dimensions before commencing any works.
  2. If discrepancies occur on plans, designer is to be contacted.
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  4. Use figured dimensions only. Do not scale from plans.
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- (T) TELSTRA PIT
- (H) HYDRANT
- (S) EXISTING SIGN
- (W) WATER METER
- (M) MONUMENT

K	AMEND RL LEVELS	29.03.23
J	AMEND RL & DRIVEWAY LEVELS	07.03.23
H	ADD RL & GRADE	19.02.23
G	SITE MODIFICATIONS	19.12.22
F	ADD LOADING BAY	16.11.22
E	DRIVEWAY DESIGN	09.11.22
D	REVISED DA	10.07.22
C	ADJUST CARPARKING	07.05.22
B	DA ISSUE	28.02.22
A	PRELIMINARY	13.10.21
Issue	Description	Date

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Client  
P&D Eldred Holdings Pty Ltd

Project  
19, 21 & 23 Sydney Road  
Mudgee NSW 2850

Title  
SITE PLAN

Scale at A3  
1 : 500

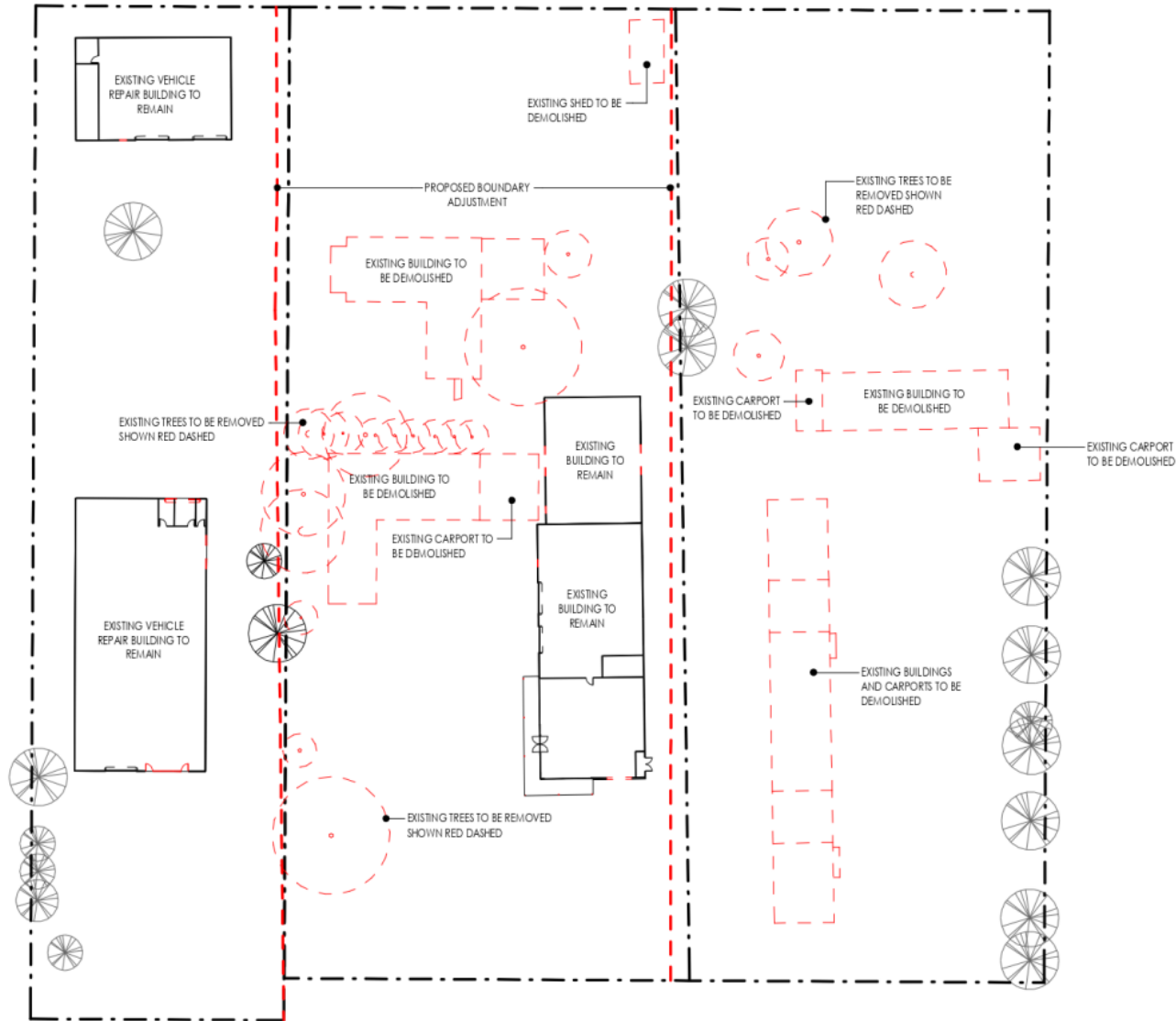
Date  
NOVEMBER 2021

Drawn  
RG/DW

Drawing No.  
591ELD-01

Issue  
K

**1 PROPOSED SITE PLAN**  
SCALE 1 : 500



1 DEMOLITION PLAN  
 SCALE 1 : 500

- Notes
1. Builder to confirm all dimensions before commencing any works.
  2. If discrepancies occur on plans, designer to be contacted.
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Issue	Description	Date
D	REVISED DA	10.07.22
C	ADJUST CARPARKING	07.05.22
B	DA ISSUE	28.02.22
A	PRELIMINARY	13.10.21

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Client  
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Project  
 19, 21 & 23 Sydney Road  
 Mudgee NSW 2850

Title  
 DEMOLITION PLAN  
 Scale at A3

Date	NOVEMBER 2021	Drawn	RG/CD
Drawing No.	591ELD-02	Issue	D



- Notes**
1. Builder to confirm all dimensions before commencing any works.
  2. If discrepancies occur on plans, designer to be contacted.
  3. All dimensions are in millimetres unless otherwise stated.
  4. Use figured dimensions only. Do not scale from plans.
  5. Site information is based on information supplied by the owner and must be verified by the supplier on acceptance of this plan.

Issue	Description	Date
D	REVISED DA	10.07.22
C	ADJUST CARPARKING	07.05.22
B	DA ISSUE	28.02.22
A	PRELIMINARY	13.10.21

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Client P&D Eldred Holdings Pty Ltd

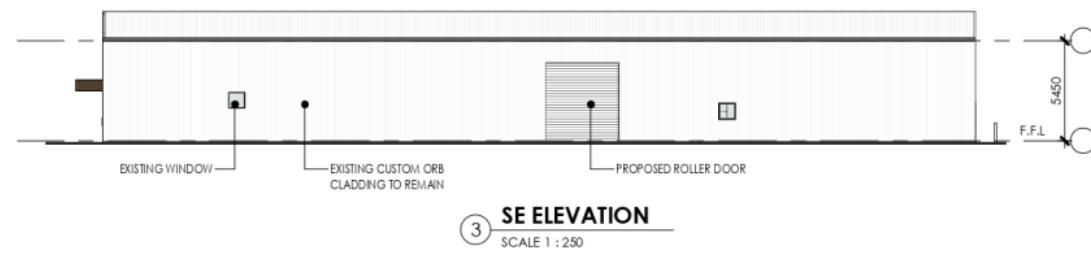
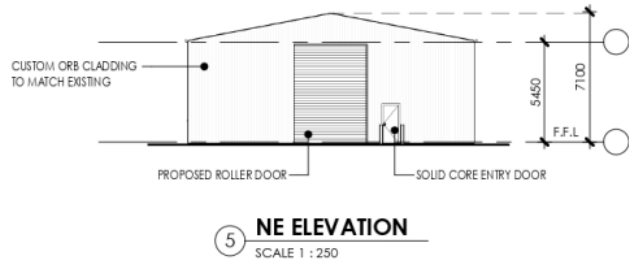
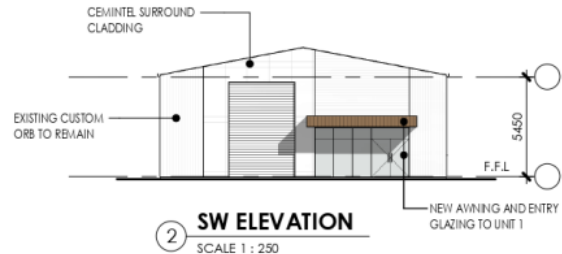
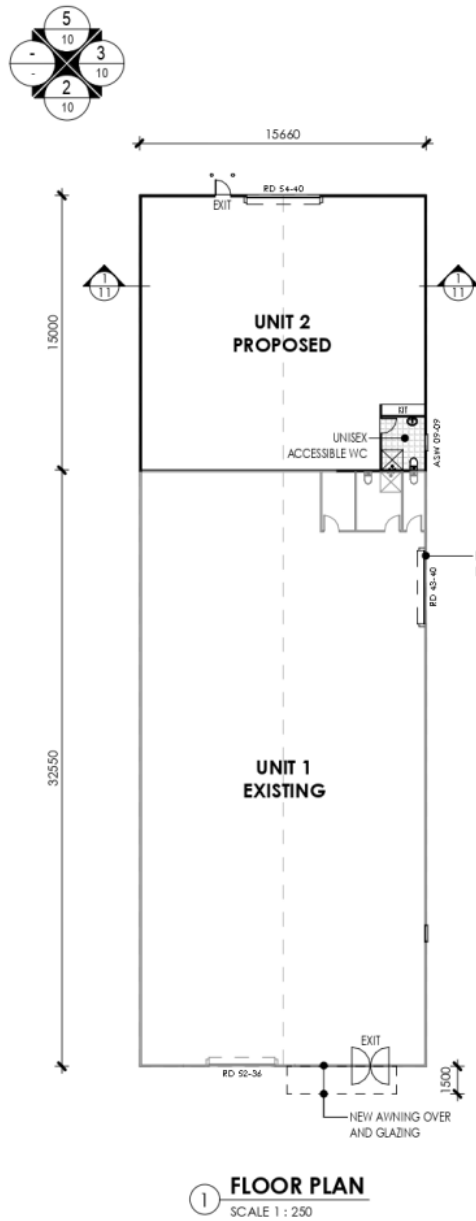
Project 19, 21 & 23 Sydney Road  
Mudgee NSW 2850

Title OVERALL PERSPECTIVES

Scale at A3  
NA

Date NOVEMBER 2021 Drawn RG/CD

Drawing No. 591ELD-03 Issue D



**Notes**

1. Builder to confirm all dimensions before commencing any works.
2. If discrepancies occur on plans, design is to be contacted.
3. All dimensions are in millimeters unless otherwise stated.
4. Use figured dimensions only. Do not scale from plans.
5. Site information is based on information supplied by the owner and must be verified by the supplier on acceptance of this plan.

**LEGEND**

15-21	WINDOW DIMENSIONS - HEIGHT x WIDTH
AAW	ALUMINIUM AWNING WINDOW
ADH	ALUMINIUM DOUBLE HUNG WINDOW
ASD	ALUMINIUM SLIDING DOOR
ADW	ALUMINIUM SLIDING WINDOW
RD	R-FOLDING DOOR
CUH	CLOTHES HUE
CONC	CONCRETE, TROWEL FINISH
CRT	CARPET
CSD	CAVITY SLIDING DOOR
CPT	CERAMIC FLOOR TILES
DP	DOWN PIPE
DR	DRYER SPACE
DW	DISHWASHER
F	FRENCH GLASS WINDOW
FD	FRENCH DOOR
FP	REPLACE
F3M	FLOORING THREE FLOOR
PWG	FLOOR WASTE GULLY
HP	HOT PLATES
HWS	HOT WATER SYSTEM
J	JOINERY
LOH	LIFT OFF HOSES
LT	LAUNDRY TUB
LV	LOUVRE WINDOW
WB	METER BOX
MCD	MODIFIED CEILING
MESD	MULTI STACK SLIDING DOOR
MW	MICROWAVE
OBS	OBSCURE GLASS
OV	OVEN
PC	POURED CONCRETE
PL	PARTIAL FLOORING
RCD	PANEL-LIFT GARAGE DOOR
RD	ROLLER DOOR
REF	REFRIGERATOR
RW	RETAINING WALL
SD	SMOKE DETECTOR
SHC	SHOWER
SL	SIDE-WALL
ST	STEEL
TD	TIMBER DECKING
TF	POURED TIMBER FLOOR
WMS	WASHING MACHINE SPACE

D	REVISED DA	10.07.22
B	DA ISSUE	28.02.22
A	PRELIMINARY	13.10.21



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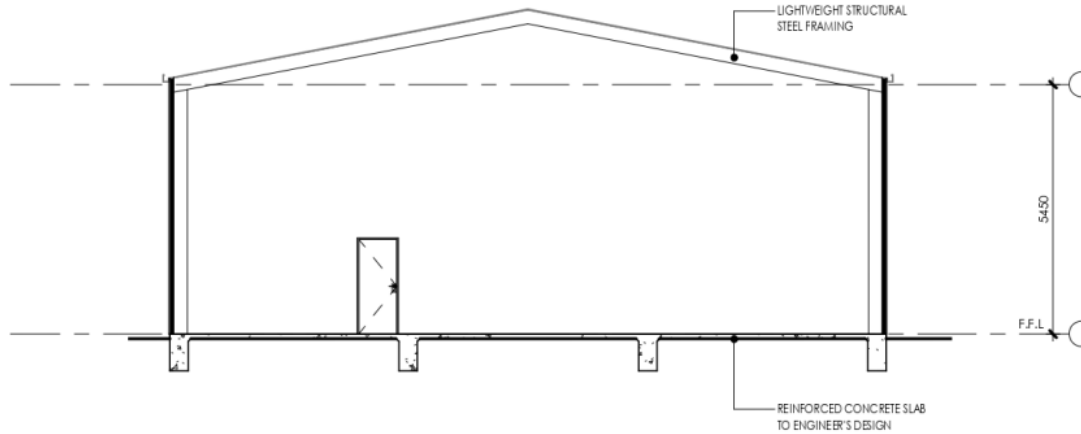
**Client**  
 P&D Eldred Holdings Pty Ltd

**Project**  
 19, 21 & 23 Sydney Road  
 Mudgee NSW 2850

**Title**  
 UNITS 1-2 - FLOOR PLAN, ELEVATIONS & PERSPECTIVES

**Scale**  
 As Indicated

Date	NOVEMBER 2021	Drawn	RG/CD
Drawing No.	591ELD-10	Issue	D



① SECTION  
SCALE 1 : 100

- Notes
1. Builder to confirm all dimensions before commencing any works.
  2. If discrepancies occur on plans, designer to be contacted.
  3. All dimensions are in millimeters unless otherwise stated.
  4. Use figured dimensions only. Do not scale from plans.
  5. Site information is based on information supplied by the owner and must be verified by the supplier on acceptance of this plan.

Issue	Description	Date
D	REVISED DA	10.07.22
B	DA ISSUE	28.02.22
A	PRELIMINARY	13.10.21

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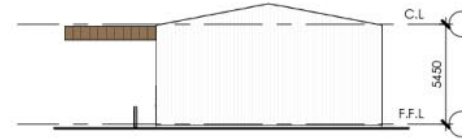
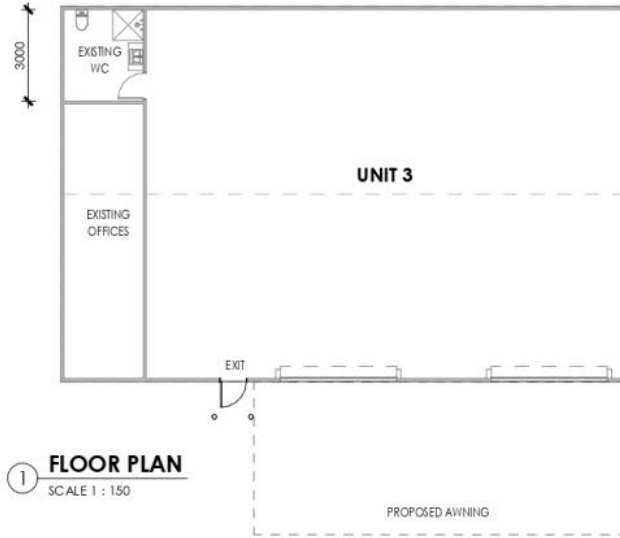
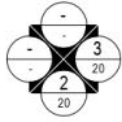
Client  
P&D Eldred Holdings Pty Ltd

Project  
19, 21 & 23 Sydney Road  
Mudgee NSW 2850

Title  
UNITS 1-2 - SECTION  
Scale at A3

Date	NOVEMBER 2021	Drawn	RG/CD
Drawing No.	591ELD-11	Issue	D





- Notes**
1. Builder to confirm all dimensions before commencing any works.
  2. If discrepancies occur on plans, designer is to be contacted.
  3. All dimensions are in millimetres unless otherwise stated.
  4. Use figured dimensions only. Do not scale from plans.
  5. Site information is based on information supplied by the owner and must be verified by the supplier on acceptance of this plan.

**LEGEND**

15-21	WINDOW DIMENSIONS - HEIGHT x WIDTH.
AAW	ALUMINIUM AWNING WINDOW
ADH	ALUMINIUM DOUBLE HUNG WINDOW
ASD	ALUMINIUM SLIDING DOOR
ADW	ALUMINIUM SLIDING WINDOW
MD	B-FOLDING DOOR
CUH	CLOTHES URE
CONC	CONCRETE, TROWEL FINISH
CRF	CARPET
CSD	CAVITY SLIDING DOOR
CPT	CERAMIC FLOOR TILES
DP	DOWN PIPE
DR	DRYER SPACE
DW	DISHWASHER
F	FRID GLASS WINDOW
FD	FRENCH DOOR
FP	REPLACE
F3M	FLOATING THREE FLOOR
FWG	FLOOR WASTE GULLY
HP	HOT PLATES
HWS	HOT WATER SYSTEM
J	JOINERY
LDR	LIFT OFF Hinges
LT	LAUNDRY TUB
LV	LOUVRE WINDOW
MB	METER BOX
MCD	MODIFIED CEILING
MESD	MULTI STACK SLIDING DOOR
MW	MICROWAVE
OBS	OBSIDIAN GLASS
OV	OVEN
PC	POURED CONCRETE
PL	WALL PLANE FLOORING
RCD	PANEL-LIFT GARAGE DOOR
RD	ROLLER DOOR
REF	REFRIGERATOR
RW	RETAINING WALL
SD	SMOKE DETECTOR
SL	SINK
SL	SIDE-HFE
TD	TIMBER DECORING
TF	POURED TIMBER FLOOR
WM	WASHING MACHINE SPACE

D	REVISED DA	10.07.22
B	DA ISSUE	28.02.22
A	PRELIMINARY	04.11.21

Issue	Description	Date
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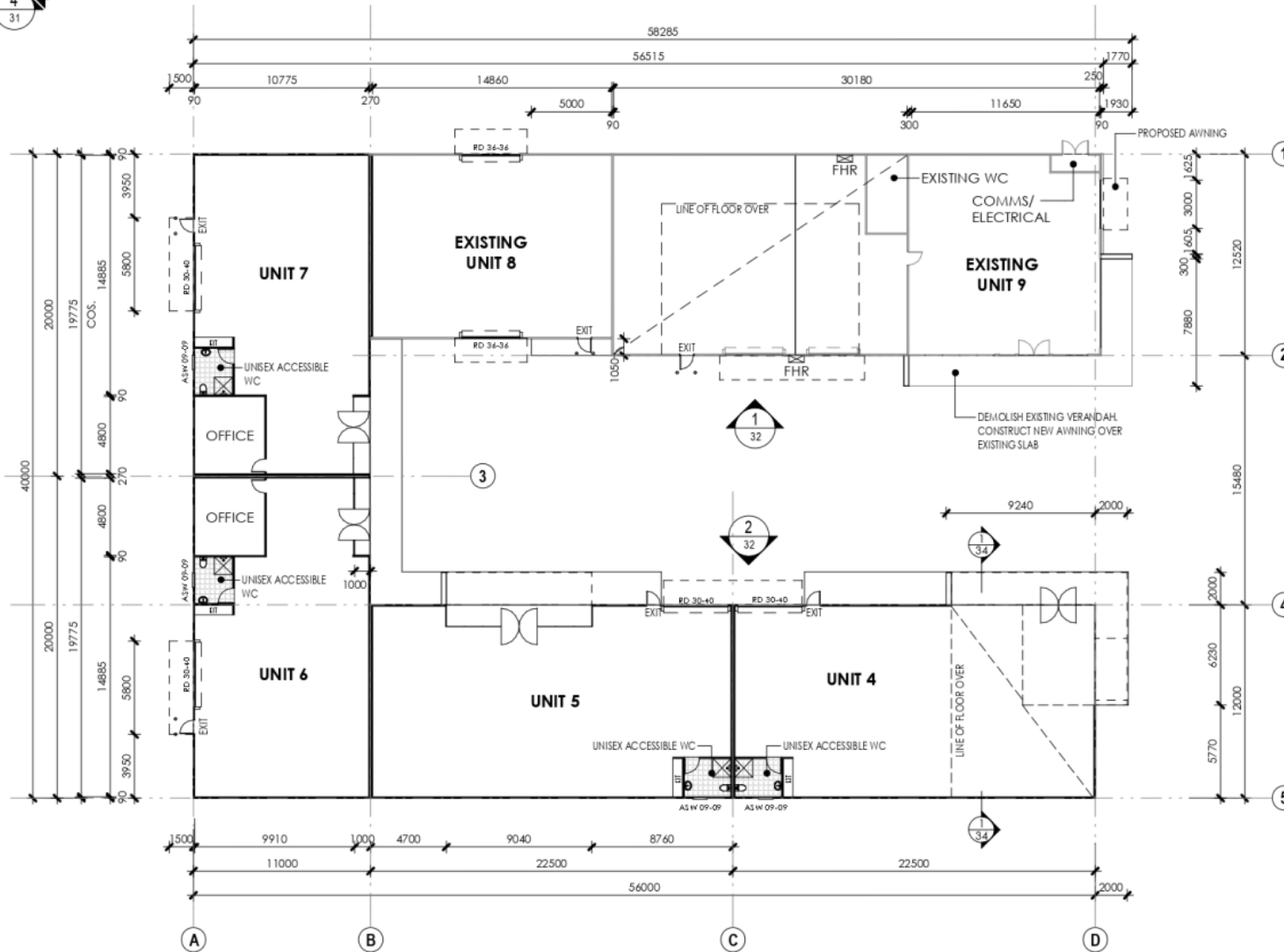
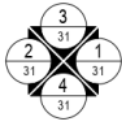
Client: P&D Eldred Holdings Pty Ltd

Project: 19, 21 & 23 Sydney Rd  
 Mudgee NSW 2850

Title: UNIT 3 - FLOOR PLAN, ELEVATIONS & PERSPECTIVES

Scale at A3: As Indicated

Date	NOVEMBER 2021	Drawn	RG/CD
Drawing No.	591ELD-20	Issue	D



**1 FLOOR PLAN**  
SCALE 1 : 250

- Notes**
1. Builder to confirm all dimensions before commencing any work.
  2. If discrepancies occur on plans, designer to be contacted.
  3. All dimensions are in millimeters unless otherwise stated.
  4. Use figured dimensions only. Do not scale from plans.
  5. Site information is based on information supplied by the owner and must be verified by the supplier on acceptance of this plan.

- LEGEND**
- 15-21 WINDOW DIMENSIONS - HEIGHT x WIDTH.
  - AAW ALUMINIUM AWNING WINDOW
  - ADH ALUMINIUM DOUBLE HUNG WINDOW
  - ASD ALUMINIUM SLIDING DOOR
  - ADW ALUMINIUM SLIDING WINDOW
  - RD R-FOLDING DOOR
  - CUH CLOTHES LINE
  - CONC CONCRETE, TROWEL FINISH
  - CRP CARPET
  - CSO CAVITY SLIDING DOOR
  - CPT CERAMIC FLOOR TILES
  - DF DOWN PIPE
  - DR DRYER SPACE
  - DW DRYER WHEEL
  - F FIXED GLASS WINDOW
  - FD FRENCH DOOR
  - FP REPLACE
  - FTR FLOORING THREE FLOOR
  - FWG FLOOR WASTE GULLY
  - HP HOT PLATES
  - HWS HOT WATER SYSTEM
  - J JOINERY
  - LDR LIFT OFF HOLES
  - LT LAUNDRY TUB
  - LV LOUVER WINDOW
  - MWB METER BOX
  - MCD MCD WOOD DOOR DECILING
  - MESD MULTISTACK SLIDING DOOR
  - MWV MICROWAVE
  - OBS OBSIDIAN GLASS
  - OV OVEN
  - PC POLISHED CONCRETE
  - PL VINYL PLANK FLOORING
  - RCD PANEL-LIFT GARAGE DOOR
  - RD ROLLER DOOR
  - REF REFRIGERATOR
  - RW RETAINING WALL
  - SD SMOKE DETECTOR
  - SL SLIC
  - SL SLIDE-UP
  - TD TIMBER DECILING
  - TP POLISHED TIMBER FLOOR
  - WMA WASHING MACHINE SPACE

D	REVISED DA	10.07.22
B	DA ISSUE	28.02.22
A	PRELIMINARY	13.10.21

Issue	Description	Date
-------	-------------	------

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Project  
19, 21 & 23 Sydney Road  
Mudgee NSW 2850

Title  
UNITS 4-9 - FLOOR PLAN

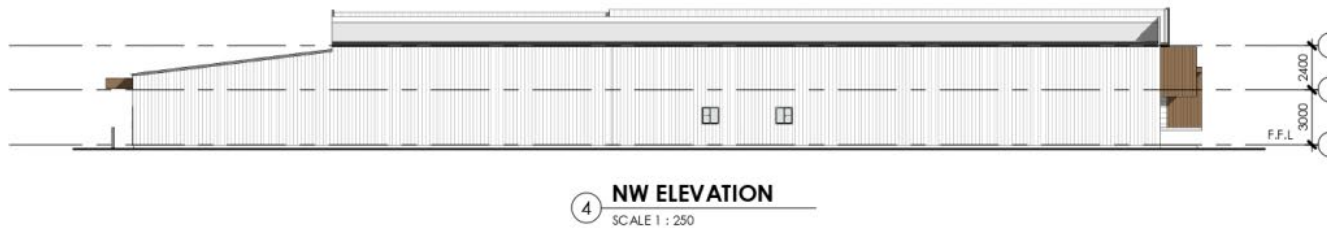
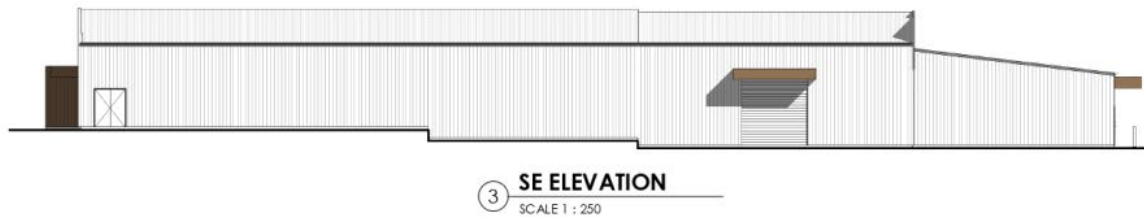
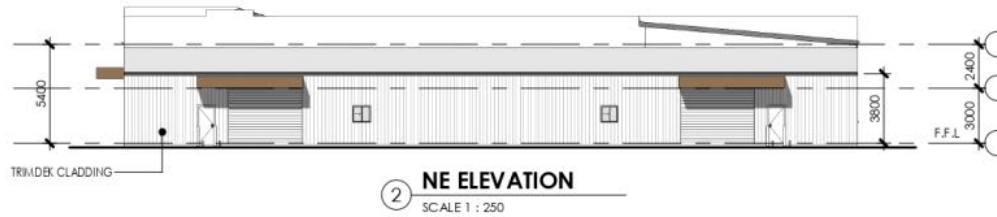
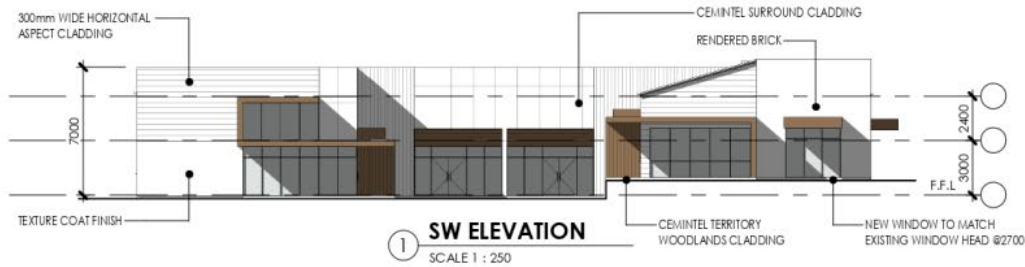
Scale at A3  
1:250

Date  
NOVEMBER 2021

Drawing No.  
591ELD-30

Drawn  
RG/CD

Issue  
D



- Notes
1. Builder to confirm all dimensions before commencing any works.
  2. If discrepancies occur on plans, designer is to be contacted.
  3. All dimensions are in millimetres unless otherwise stated.
  4. Use figured dimensions only. Do not scale from plans.
  5. Site information is based on information supplied by the owner and must be verified by the supplier on acceptance of this plan.

Issue	Description	Date
D	REVISED DA	10.07.22
B	DA ISSUE	28.02.22
A	PRELIMINARY	13.10.21

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Project  
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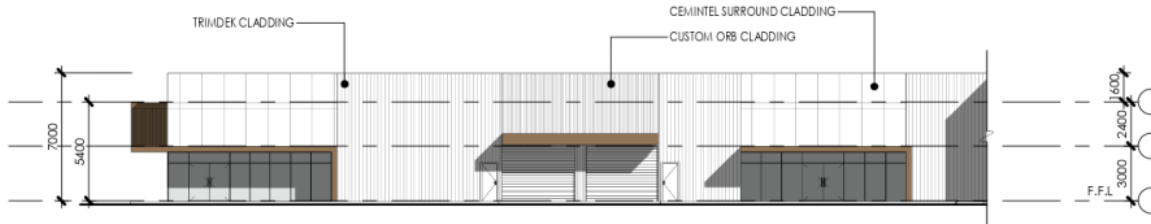
Title  
 UNITS 4-9 - ELEVATIONS

Scale at A3  
 1 : 250

Date	Drawn	Issue
NOVEMBER 2021	RG/CD	D
Drawing No.	Issue	
591ELD-31		



① **NW COURTYARD ELEVATION**  
SCALE 1 : 250



② **SE COURTYARD ELEVATION**  
SCALE 1 : 250

- Notes**
1. Builder to confirm all dimensions before commencing any works.
  2. If discrepancies occur on plans, designer to be contacted.
  3. All dimensions are in millimetres unless otherwise stated.
  4. Use figured dimensions only. Do not scale from plans.
  5. Site information is based on information supplied by the owner and must be verified by the supplier on acceptance of this plan.

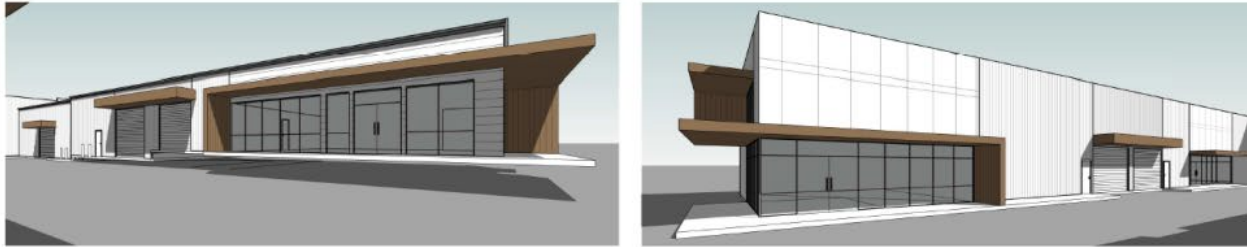
Issue	Description	Date
D	REVISED DA	10.07.22
B	DA ISSUE	28.02.22
A	PRELIMINARY	13.10.21

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<b>Project</b> 19, 21 & 23 Sydney Road Mudgee NSW 2850	
<b>Title</b> UNITS 4-9 - COURTYARD ELEVATIONS	
<b>Scale</b> at A3 1 : 250	
<b>Date</b> NOVEMBER 2021	<b>Drawn</b> RG/CD
<b>Drawing No.</b> 591ELD-32	<b>Issue</b> D



- Notes**
1. Builder to confirm all dimensions before commencing any works.
  2. If discrepancies occur on plans, designer to be contacted.
  3. All dimensions are in millimetres unless otherwise stated.
  4. Use figured dimensions only. Do not scale from plans.
  5. Site information is based on information supplied by the owner and must be verified by the supplier on acceptance of this plan.

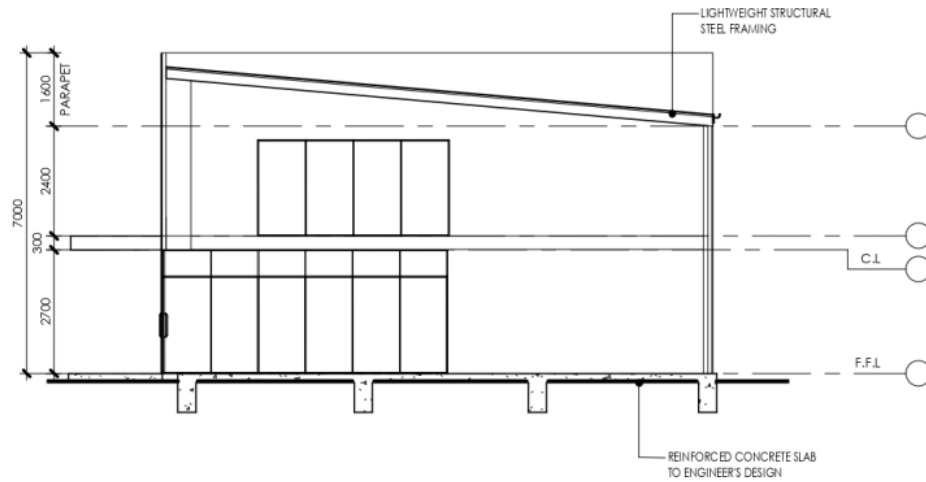
Issue	Description	Date
D	REVISED DA	10.07.22
B	DA ISSUE	28.02.22
A	PRELIMINARY	13.10.21

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Client P&D Eldred Holdings Pty Ltd	
Project 19, 21 & 23 Sydney Road Mudgee NSW 2850	
Title UNITS 4-9 - PERSPECTIVES	
Scale at A3 NA	
Date NOVEMBER 2021	Drawn RG/CD
Drawing No. 591ELD-33	Issue D



1 SECTION  
SCALE 1 : 100

- Notes
1. Builder to confirm all dimensions before commencing any works.
  2. If discrepancies occur on plans, designer to be contacted.
  3. All dimensions are in millimeters unless otherwise stated.
  4. Use figured dimensions only. Do not scale from plans.
  5. Site information is based on information supplied by the owner and must be verified by the supplier on acceptance of this plan.

Issue	Description	Date
D	REVISED DA	10.07.22
B	DA ISSUE	28.02.22
A	PRELIMINARY	13.10.21

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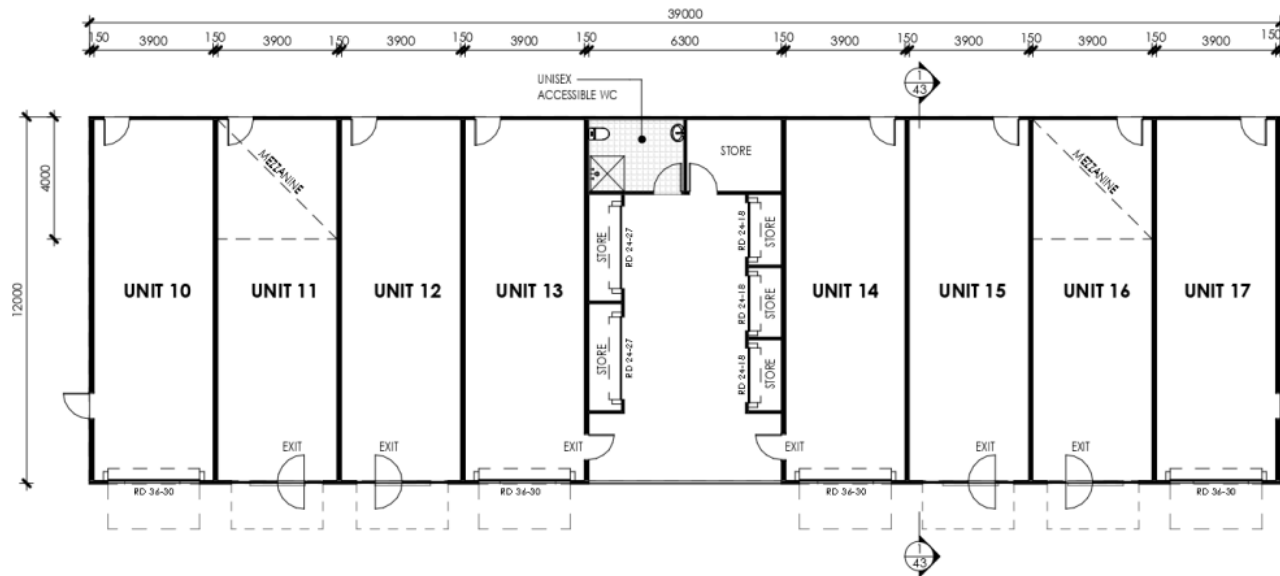
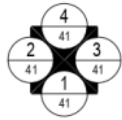
Client P&D Eldred Holdings Pty Ltd

Project 19, 21 & 23 Sydney Road  
Mudgee NSW 2850

Title UNITS 4-9 - SECTION

Scale at A3

Date	NOVEMBER 2021	Drawn	RG/CD
Drawing No.	591ELD-34	Issue	D



**1 FLOOR PLAN**  
 SCALE 1 : 150

- Notes**
1. Builder to confirm all dimensions before commencing any work.
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**LEGEND**

15-21	WINDOW DIMENSIONS - HEIGHT x WIDTH.
AAW	ALUMINIUM AWING WINDOW
ADH	ALUMINIUM DOUBLE HUNG WINDOW
ASD	ALUMINIUM SLIDING DOOR
ADW	ALUMINIUM SLIDING WINDOW
RD	R-FOLDING DOOR
CUH	CLOTHES URE
CONC	CONCRETE, TROWEL FINISH
CRF	CARPET
CSD	CAVITY SLIDING DOOR
CFT	CERAMIC FLOOR TILES
DF	DOWN PIPE
DR	DRYER SPACE
DW	DISHWASHER
F	FRENCH WINDOW
FD	FRENCH DOOR
FP	REPLACE
FIM	FLOORING THREE FLOOR
FWG	FLOOR WASTE GULLY
HP	HOT PLATES
HWS	HOT WATER SYSTEM
J	JOINERY
LOH	LIFT OFF HOSES
LT	LAUNDRY TUB
LV	LOUVRE WINDOW
MB	METER BOX
MCD	MCDWOOD BECEING
MESD	MULTI STACK SLIDING DOOR
MWV	MICROWAVE
OBS	OBSCURT GLASS
OV	OVEN
PC	POURED CONCRETE
PL	PANEL PLANE FLOORING
RCD	PANEL-LIFT GARAGE DOOR
RD	ROLLER DOOR
REF	REFRIGERATOR
RW	RETAINING WALL
SD	SMOKE DETECTOR
SL	SINK
SL	SIDE-ITE
TD	TIMBER DECKING
TF	POURED TIMBER FLOOR
WMA	WASHING MACHINE SPACE

D	REVISED DA	10.07.22
C	DOOR CHANGES	07.05.22
B	DA ISSUE	28.02.22
A	PRELIMINARY	13.10.21

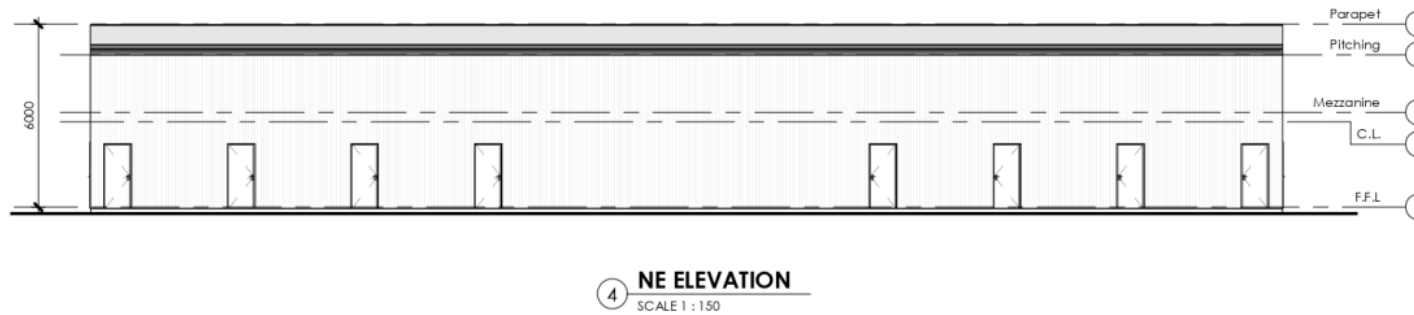
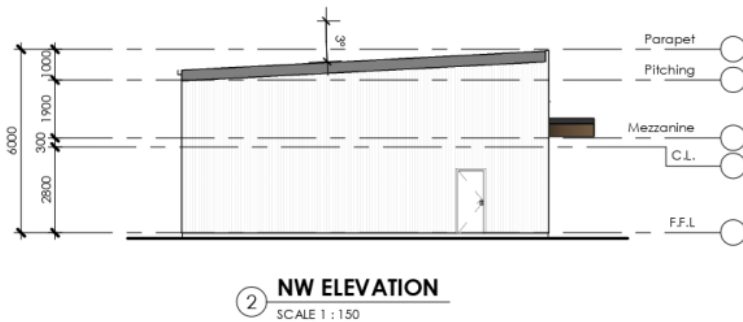
Issue	Description	Date
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<b>Client</b>	P&D Eldred Holdings Pty Ltd	
<b>Project</b>	19, 21 & 23 Sydney Road Mudgee NSW 2850	
<b>Title</b>	UNITS 10-17 - FLOOR PLAN	
<b>Scale at A3</b>	1:150	
<b>Date</b>	NOVEMBER 2021	<b>Drawn</b> RG/CD
<b>Drawing No.</b>	591ELD-40	<b>Issue</b> D



- Notes**
1. Builder to confirm all dimensions before commencing any works.
  2. If discrepancies occur on plans, designer is to be contacted.
  3. All dimensions are in millimeters unless otherwise stated.
  4. Use figured dimensions only. Do not scale from plans.
  5. Site information is based on information supplied by the owner and must be verified by the supplier on acceptance of this plan.

Issue	Description	Date
D	REVISED DA	10.07.22
C	DOOR CHANGES	07.05.22
B	DA ISSUE	28.02.22
A	PRELIMINARY	13.10.21



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Client P&D Eldred Holdings Pty Ltd

Project 19, 21 & 23 Sydney Road  
Mudgee NSW 2850

Title UNITS 10-17 - ELEVATIONS

Scale at A3 1 : 150

Date NOVEMBER 2021 Drawn RG/CD

Drawing No. 591ELD-41 Issue D





- Notes**
1. Builder to confirm all dimensions before commencing any works.
  2. If discrepancies occur on plans, designer to be contacted.
  3. All dimensions are in millimetres unless otherwise stated.
  4. Use figured dimensions only. Do not scale from plans.
  5. Site information is based on information supplied by the owner and must be verified by the supplier on acceptance of this plan.

D	REVISED DA	10.07.22
C	DOOR CHANGES	07.05.22
B	DA ISSUE	28.02.22
A	PRELIMINARY	13.10.21

Issue	Description	Date
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Client  
 P&D Eldred Holdings Pty Ltd

Project  
 19, 21 & 23 Sydney Road  
 Mudgee NSW 2850

Title  
 UNITS 10-17 - PERSPECTIVES

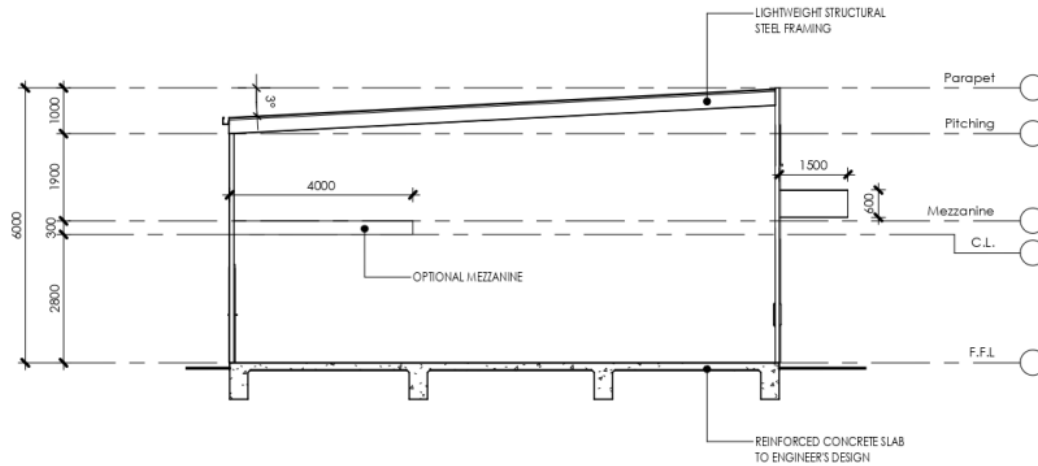
Scale at A3  
 NA

Date  
 NOVEMBER 2021

Drawn  
 RG/CD

Drawing No.  
 591ELD-42

Issue  
 D



1 SECTION  
SCALE 1 : 100

- Notes
1. Builder to confirm all dimensions before commencing any work.
  2. If discrepancies occur on plans, designer to be contacted.
  3. All dimensions are in millimeters unless otherwise stated.
  4. Use figured dimensions only. Do not scale from plans.
  5. Site information is based on information supplied by the owner and must be verified by the supplier on acceptance of this plan.

Issue	Description	Date
D	REVISED DA	10.07.22
C	DOOR CHANGES	07.05.22
B	DA ISSUE	28.02.22
A	PRELIMINARY	13.10.21

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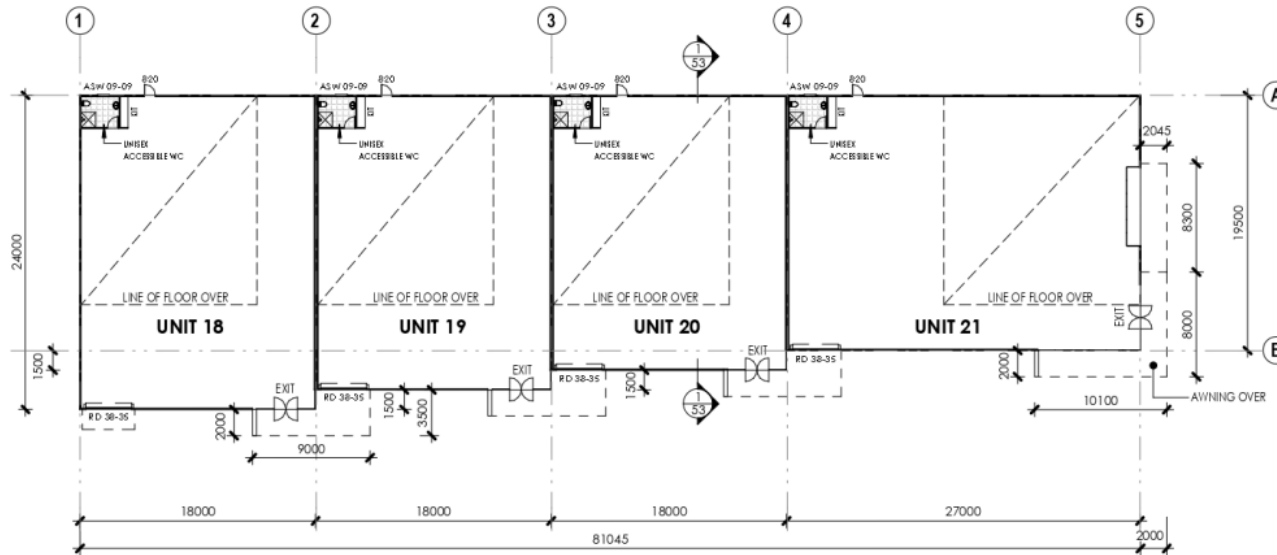
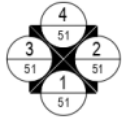
Client P&D Eldred Holdings Pty Ltd

Project 19, 21 & 23 Sydney Road  
Mudgee NSW 2850

Title UNITS 10-17 - SECTION

Scale at A3

Date	NOVEMBER 2021	Drawn	RG/CD
Drawing No.	591ELD-43	Issue	D



1 FLOOR PLAN  
 SCALE 1 : 350

- Notes**
1. Builder to confirm all dimensions before commencing any work.
  2. If discrepancies occur on plans, designer to be contacted.
  3. All dimensions are in millimeters unless otherwise stated.
  4. Use figured dimensions only. Do not scale from plans.
  5. Site information is based on information supplied by the owner and must be verified by the supplier on acceptance of this plan.

**LEGEND**

- 15-21 WINDOW DIMENSIONS - HEIGHT x WIDTH.
- AAW ALUMINIUM AWNING WINDOW
- ADH ALUMINIUM DOUBLE HUNG WINDOW
- ASD ALUMINIUM SLIDING DOOR
- ADW ALUMINIUM SLIDING WINDOW
- RD 8-FOLDING DOOR
- CUH CLOTHES LINE
- CONC CONCRETE, TROWEL FINISH
- CIF CARPET
- CSD CAVITY SLIDING DOOR
- CPT CERAMIC FLOOR TILES
- DF DOWN PIPE
- DR DRYER SPACE
- DW DRYER WASHER
- F FIXED GLASS WINDOW
- FD FRENCH DOOR
- FP REPLACE
- FTRM FLOATING THREE FLOOR
- PWG FLOOR WASTE GULLY
- HP HOT PLATES
- HWS HOT WATER SYSTEM
- J JOINERY
- LDH LIFT OFF HOSES
- LT LAUNDRY TUB
- LV LOUVRE WINDOW
- MB METER BOX
- MCD MCDWOOD BECEING
- MESD MULTI STACK SLIDING DOOR
- MW MICROWAVE
- OBS OBSIDURE GLASS
- OV OVEN
- PC POLISHED CONCRETE
- PL VINYL PLANK FLOORING
- PLD PANEL-LIFT GARAGE DOOR
- RD ROLLER DOOR
- REF REFRIGERATOR
- RW RETAINING WALL
- SD smoke detector
- SL SLIDE-LITE
- TD TIMBER DECKING
- TP POLISHED TIMBER FLOOR
- WMA WASHING MACHINE SPACE

D	REVISED DA	10.07.22
B	DA ISSUE	28.02.22
A	PRELIMINARY	13.10.21

Issue	Description	Date
-------	-------------	------

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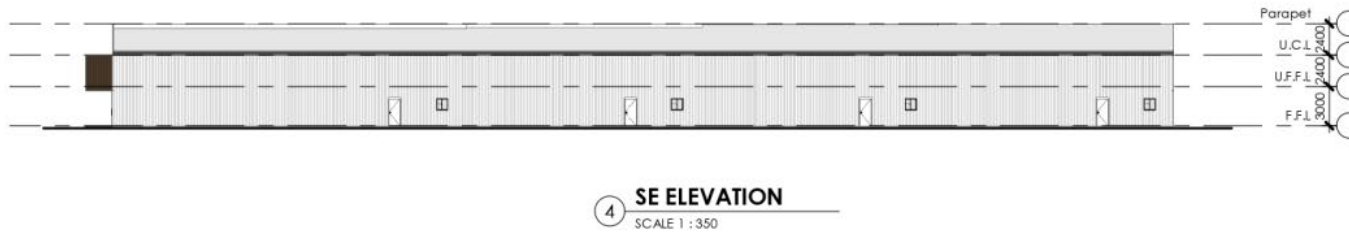
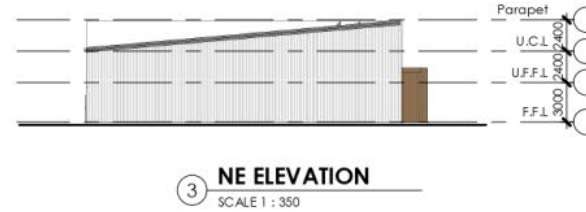
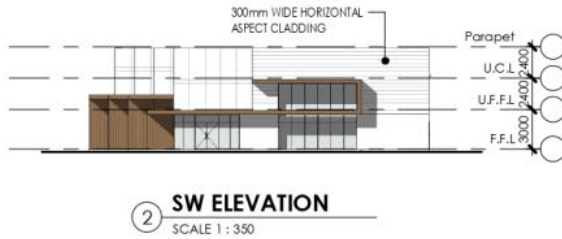
Project 19, 21 & 23 Sydney Road  
 Mudgee NSW 2850

Title UNITS 18-21 - FLOOR PLAN

Scale at A3 1:350

Date NOVEMBER 2021 Drawn RG/CD

Drawing No. 591ELD-50 Issue D



- Notes
1. Builder to confirm all dimensions before commencing any works.
  2. If discrepancies occur on plans, designer to be contacted.
  3. All dimensions are in millimetres unless otherwise stated.
  4. Use figured dimensions only. Do not scale from plans.
  5. Site information is based on information supplied by the owner and must be verified by the supplier on acceptance of this plan.

Issue	Description	Date
D	REVISED DA	10.07.22
B	DA ISSUE	28.02.22
A	PRELIMINARY	13.10.21

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raies@sunraidesigns.com.au  
[www.sunraidesigns.com.au](http://www.sunraidesigns.com.au)

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Client P&D Eldred Holdings Pty Ltd	
Project 19, 21 & 23 Sydney Road Mudgee NSW 2850	
Title UNITS 18-21 - ELEVATIONS	
Scale at A3 1 : 350	
Date NOVEMBER 2021	Drawn RG/CD
Drawing No. 591ELD-51	Issue D



- Notes**
1. Builder to confirm all dimensions before commencing any works.
  2. If discrepancies occur on plans, designer to be contacted.
  3. All dimensions are in millimetres unless otherwise stated.
  4. Use figured dimensions only. Do not scale from plans.
  5. Site information is based on information supplied by the owner and must be verified by the supplier on acceptance of this plan.

Issue	Description	Date
D	REVISED DA	10.07.22
B	DA ISSUE	28.02.22
A	PRELIMINARY	13.10.21

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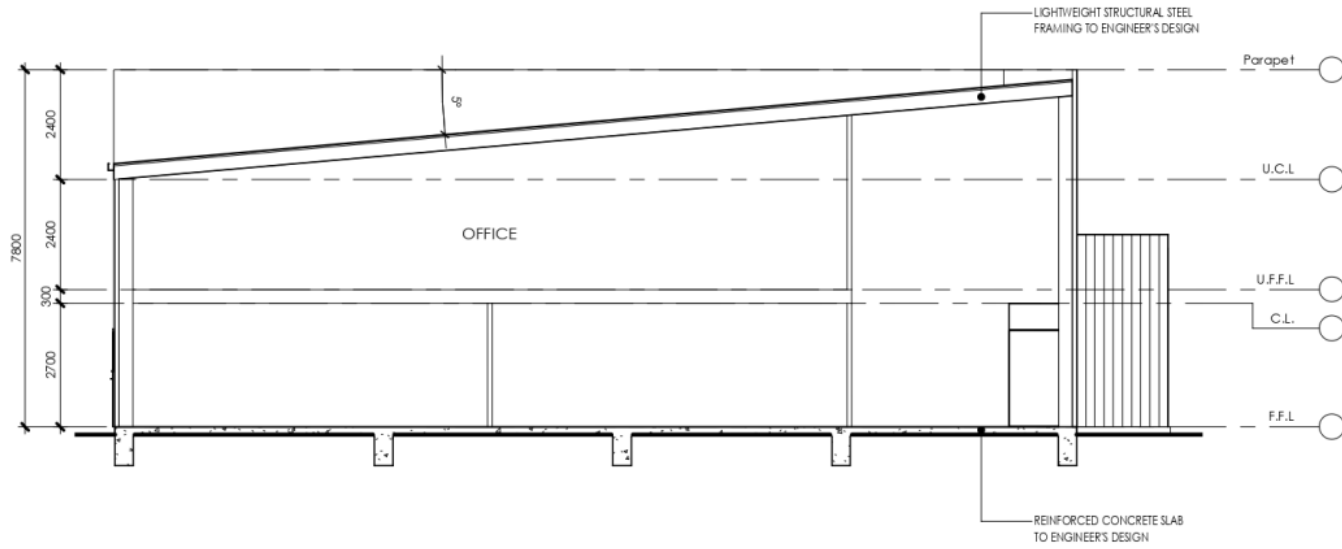
Client  
 P&D Eldred Holdings Pty Ltd

Project  
 19, 21 & 23 Sydney Road  
 Mudgee NSW 2850

Title  
 UNITS 18-21 - PERSPECTIVES

Scale at A3  
 NA

Date	NOVEMBER 2021	Drawn	RG/CD
Drawing No.	591ELD-52	Issue	D



1 SECTION  
SCALE 1 : 100

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  2. If discrepancies occur on plans, designer to be contacted.
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Issue	Description	Date
D	REVISED DA	10.07.22
B	DA ISSUE	28.02.22
A	PRELIMINARY	13.10.21

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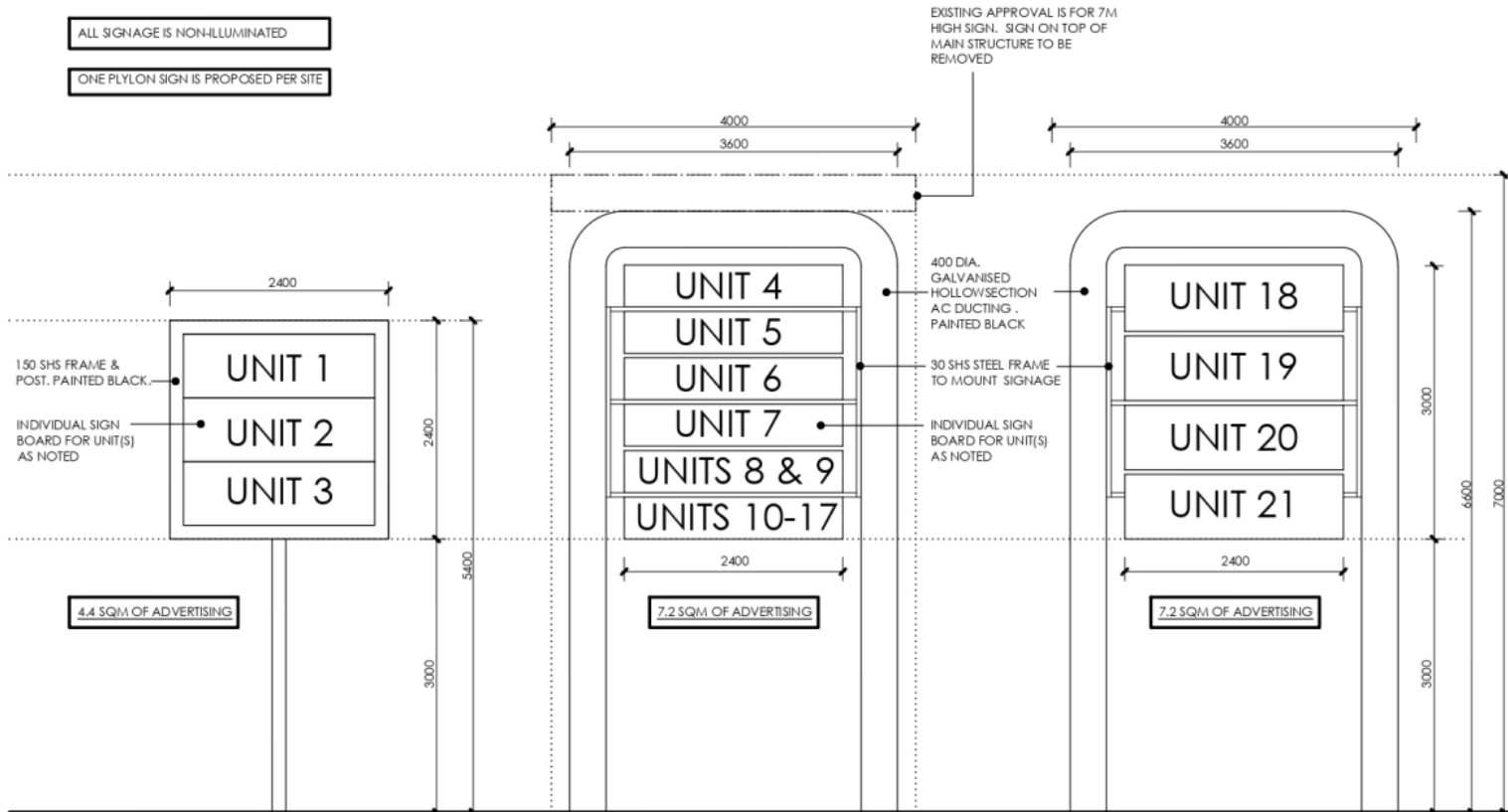
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Client P&D Eldred Holdings Pty Ltd

Project 19, 21 & 23 Sydney Road  
Mudgee NSW 2850

Title UNITS 18-21 - SECTION  
Scale at A3

Date	NOVEMBER 2021	Drawn	RG/CD
Drawing No.	591ELD-53	Issue	D



ALL SIGNAGE IS NON-ILLUMINATED  
 ONE PYLON SIGN IS PROPOSED PER SITE

EXISTING APPROVAL IS FOR 7M HIGH SIGN. SIGN ON TOP OF MAIN STRUCTURE TO BE REMOVED

400 DIA. GALVANISED HOLLOW SECTION A.C DUCTING. PAINTED BLACK

30 SHS STEEL FRAME TO MOUNT SIGNAGE

INDIVIDUAL SIGN BOARD FOR UNIT(S) AS NOTED

150 SHS FRAME & POST. PAINTED BLACK.

INDIVIDUAL SIGN BOARD FOR UNIT(S) AS NOTED

4.4 SQM OF ADVERTISING

7.2 SQM OF ADVERTISING

7.2 SQM OF ADVERTISING

1 EXISTING SIGN - NO. 19  
 SCALE 1:50

2 EXISTING SIGN - NO. 21  
 SCALE 1:50

3 PROPOSED SIGN - NO. 23  
 SCALE 1:50

NOTES:  
 IT IS PROPOSED THAT THIS EXISTING SIGN BE RELOCATED FROM SITE NO.21 SYDNEY ROAD TO SITE NO. 19 SYDNEY ROAD.

THE THREE UNITS ON THIS SITE WILL SHARE THIS PYLON SIGN AS SHOWN ABOVE

NOTES:  
 IT IS PROPOSED THAT THIS EXISTING SIGN REMAIN IN PLACE AS APPROVED UNDER A PREVIOUS DA

THE 14 UNITS ON THIS SITE WILL SHARE THIS PYLON SIGN AS SHOWN ABOVE

NOTES:  
 IT IS PROPOSED THAT A NEW SIGN BE ERECTED ON NO. 23 SYDNEY ROAD TO MATCH THE EXISTING SIGN ON NO. 21

THE 4 UNITS ON THIS SITE WILL SHARE THIS PYLON SIGN AS SHOWN ABOVE

- Notes
1. Builder to confirm all dimensions before commencing any work.
  2. If discrepancies occur on plans, designer is to be contacted.
  3. All dimensions are in millimetres unless otherwise stated.
  4. Use figured dimensions only. Do not scale from plans.
  5. Site information is based on information supplied by the owner and must be verified by the supplier on acceptance of this plan.

Issue	Description	Date
B	DA ISSUE	14.08.23
A	PRELIMINARY	08.08.23

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Client  
 P&D Eldred Holdings Pty Ltd

Project  
 19, 21 & 23 Sydney Road  
 Mudgee NSW 2850

Title  
 SIGNAGE

Scale at A3  
 1:50

Date  
 AUG 2023

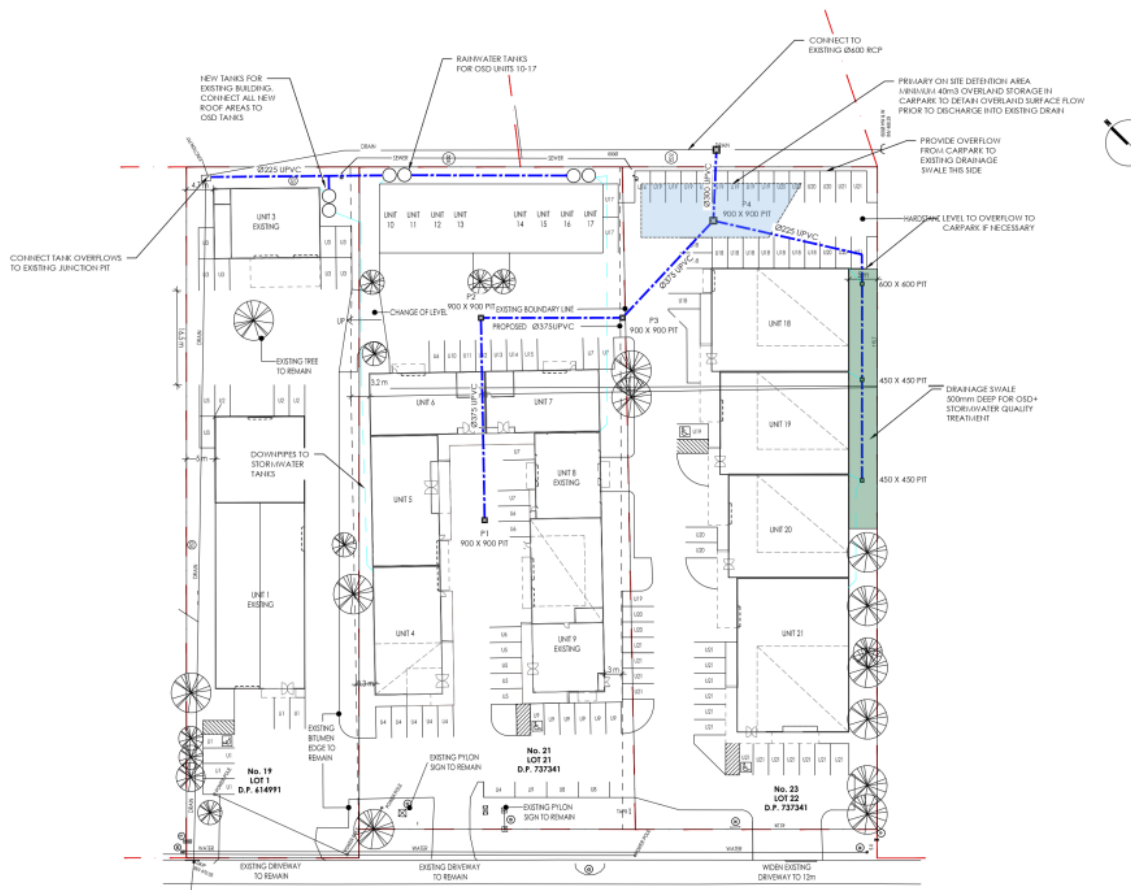
Drawn  
 RG

Drawing No.  
 591ELD-SG01

Issue  
 B

**STORMWATER DESIGN NOTES**

- CATCHMENT SIZE = 1.41ha
- SEE PRE-DEVELOPED FLOW RATE (CURRENT PRE-DEVELOPED RATE) = 537L/S SITE DISCHARGE
- SEE POST DEVELOPED FLOW RATE = 68FL/S
- SEE POST DEVELOPED FLOW RATE AFTER DISCHARGE FROM TANKS AND DETENTION BASIN = 437L/S
- REQUIRED DETENTION VOLUME = MINIMUM 90L RAINWATER TANKS SERVING ALL NEW ROOF AREAS + MINIMUM 40L OVERLAND STORAGE TO ACCOUNT FOR INCREASE IN OVERLAND FLOW RATE
- SEE OSD REQUIREMENTS CALCULATED USING DRAINS SOFTWARE
- VOLUMES LISTED ARE ARR 2019 PROCEDURES FOR CRITICAL 1% AEP MEDIAN SCENARIO
- ANTECEDENT MOISTURE CONDITION 3
- PRE-BURST RAINFALL DEPTH 11.1mm



**LEGEND - STORMWATER**

SYMBOL	DESCRIPTION
	EXISTING SPOT LEVEL
	EXISTING CONTOUR LEVEL
	DESIGN CONTOUR MAJOR (1.0m)
	DESIGN CONTOUR MINOR (0.2m)
	EXISTING STORMWATER LINE
	EXISTING PIT
	UPVC STORMWATER PIPE @ 1.0% MIN. U.I.O.
	UPVC STORMWATER PIPE (SEALED) @ 1.0% MIN. U.I.O.
	NEW STORMWATER LINE @ 1.0% MIN. FALL U.I.O.
	OPEN DRAINAGE CHANNEL (MIN. FALL 1:200 U.I.O.)
	Ø90 UPVC DOWNPIPE
	SURFACE INSPECTION OPENING
	GRATED INLET PIT (GFI) (U.I.O.)
	JUNCTION PIT (JP) (U.I.O.)
	CONCRETE HEADWALL
	OVERLAND FLOW PATH
	DESIGN LEVEL
	TOP OF KERB
	WATER TABLE
	FINISHED SURFACE LEVEL
	COVER LEVEL
	INVERT LEVEL
	FINISHED FLOOR LEVEL
	BENCH LEVEL
	NATURAL SURFACE LEVEL

**WARNING:**  
BEWARE OF UNDERGROUND SERVICES. THE LOCATION OF SERVICES IF SHOWN, ARE INDICATIVE ONLY AND NO GUARANTEE IS GIVEN THAT ALL EXISTING SERVICES HAVE BEEN DOCUMENTED. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL EXISTING SERVICES WITHIN THE WORKS AFFECTED AREAS PRIOR TO ANY ON-SITE EXCAVATION.

**SERVICES NOTE:**  
1. EXISTING SERVICES SHOWN ARE BASED ON SURVEY DATA RECEIVED BY THIS OFFICE.  
2. ALL EXISTING SERVICES ARE SHOWN DIAGRAMMATIC ONLY. ALL SERVICES ARE TO BE CONFIRMED ON SITE PRIOR TO CONSTRUCTION.

**NOTE:**  
THIS IS A PLANNING DRAWING ONLY. FOR THE PURPOSE OF CONCEPTUAL DESIGN AND/OR PLANNING. FURTHER DETAILED ENGINEERING DESIGN INCLUDING SPECIFICATIONS, SIZING AND STORMWATER INVERTS TO BE PROVIDED PRIOR TO BUILDING RULES ASSESSMENT AND CONSTRUCTION.

**SYDNEY ROAD**

**STORMWATER MANAGEMENT PLAN**  
SCALE 1:400 AT A1



ISSUED FOR APPROVAL  
22/01/24 A JD  
DATE ISSUE BY  
**NOT FOR CONSTRUCTION**



ARCHITECT  
**SUNRAI DESIGNS**

CLIENT  
**P&D ELDRÉD HOLDINGS**

PROJECT  
**PROPOSED INDUSTRIAL DEV'T  
19, 21 & 23 SYDNEY ROAD  
MUDGEES NSW 2850**



1300 874 294 | TRIAXIAL.COM.AU  
1/28 MARKET STREET, MUDGEES NSW 2850  
PO BOX 1073, MUDGEES NSW 2850  
**TO BE PRINTED IN COLOUR**

DRAWING TITLE  
**STORMWATER MANAGEMENT PLAN**  
PROJECT NO. TX15963.00 - C4.00 A  
DRAWING NO. ISSUE





18 September 2023

Reference: 220665.03FA

P&D Eldred Holding Pty Ltd  
c/- Triaxial Consulting  
1 / 28 Market Street  
Mudgee NSW 2850  
Attention: Peter Eldred

**LETTER OF RESPONSE OF  
INDUSTRIAL COMPLEX DEVELOPMENT  
AT 19 - 23 SYDNEY ROAD, MUDGEE**

Dear Peter,

Reference is made to your request to provide a Letter of Response for the proposed Industrial Complex Development at 19 - 23 Sydney Road, Mudgee, with proposed plans depicted in **Annexure A** for reference. This letter is in response to Transport for NSW's (TfNSW) comments within a letter dated 4 September 2023 for DA Number 0329/2022. The comments made by TfNSW relevant to traffic and parking are shown below (*italicised*) with *M<sup>C</sup>Laren Traffic Engineering's* (MTE) response thereafter.

***Additional required information***

*The removal of existing Two Way Right Turn Lane (TWRTL) signage and associated concrete island is sought by the proponent to facilitate vehicle movements through the proposed eastern driveway crossing. A replacement of this is necessary as the signage and concrete island prevents the use of the TWRTL as an additional through lane. Due to the many constraints along this section of Sydney Road, TfNSW considers that a suitable location needs to be identified before any development consent is issued for the new eastern driveway.*

*Alternatively, the location of the proposed entry / egress driveway crossing could be relocated further to the east to be clear of the subject signage island.*

**MTE Response:** A review of Sydney Road has been undertaken between Depot Road and Burrundulla Road to determine where if possible it would be to relocate the TWRTL signage and associated concrete island without impacting access to and from existing developments along Sydney Road.



The existing road conditions, specifically the spacing between the concrete medians associated with the TWRTL is the following:

- The existing concrete median located in front of 33 Sydney Road & 62 Sydney Road is offset from Burrundulla Road by 35m;
- The existing concrete median located in front of 17 Sydney Road & 46 Sydney Road is offset from Depot Road by 20m;
- The existing concrete median located in front of the site (23 Sydney Road) is offset 290m from the concrete median near Burrundulla Road and 110m from the concrete median near Depot Road.

Considering the above, the relocation of the concrete median and signage from 23 Sydney Road, should achieve a minimum spacing of 110m and maximum spacing of 290m from other located concrete medians along Sydney Road and be located so that it does not impact upon vehicle access or egress from adjoining developments.

Considering the above, there is only one (1) location along Sydney Road which may be capable of meeting the above criteria, and that is in front of 58 Sydney Road (existing Storage Sheds) and 29 Sydney Road (Mudgee Powder Coating). The following assumptions have been adopted in determining if relocation of the median is possible:

- The largest vehicle to enter and exit 58 Sydney Road is an 8.8m length Medium Rigid Vehicle;
- The largest vehicle to enter and exit 29 Sydney Road is a 12.5m length Heavy Rigid Vehicle (Sourced from near maps imagery).

With consideration to the above, a concept design has been provided and is reproduced in **Annexure A** for reference, demonstrating that the median can be relocated and retain vehicle access into and out of nearby lots. The following spacing is achieved:

- Approximately 119m from the existing concrete median located in front of 33 Sydney Road & 62 Sydney Road'
- Approximately 280m offset from the existing concrete median located in front of 17 Sydney Road & 46 Sydney Road.

Please contact the undersigned on 9521 7199 should you require further information or assistance.  
Yours faithfully,

**M<sup>c</sup>Laren Traffic Engineering**  
**Matthew McCarthy**

A handwritten signature in black ink, appearing to read 'mmccarthy', written over a white background.

**Senior Traffic Engineer**  
Bachelor of Civil Engineering  
Masters of Engineering Science  
Accredited Level 2 Road Safety Auditor  
Accredited Traffic Management Plan Designer



**ANNEXURE A: PROPOSED PLANS  
(5 SHEETS)**



MCLAREN TRAFFIC ENGINEERING  
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Shop 7, 716-720 Old Princes Hwy, Sutherland NSW 2232  
P : (02) 9521 7199  
E : admin@mcclarentraffic.com.au  
www.mcclarentraffic.com.au

**CLIENT / Project:**  
P&D Eldred Holdings Pty Ltd

**Project Address:**  
19-21 Sydney Road, Mudgee

**Notes:**  
CONCEPT PLAN ONLY.  
NOT FOR CONSTRUCTION.

Tested Using:  
\*Autodesk Vehicle Tracking 2018  
\*AutoCAD Version 2018

Scale 1:400

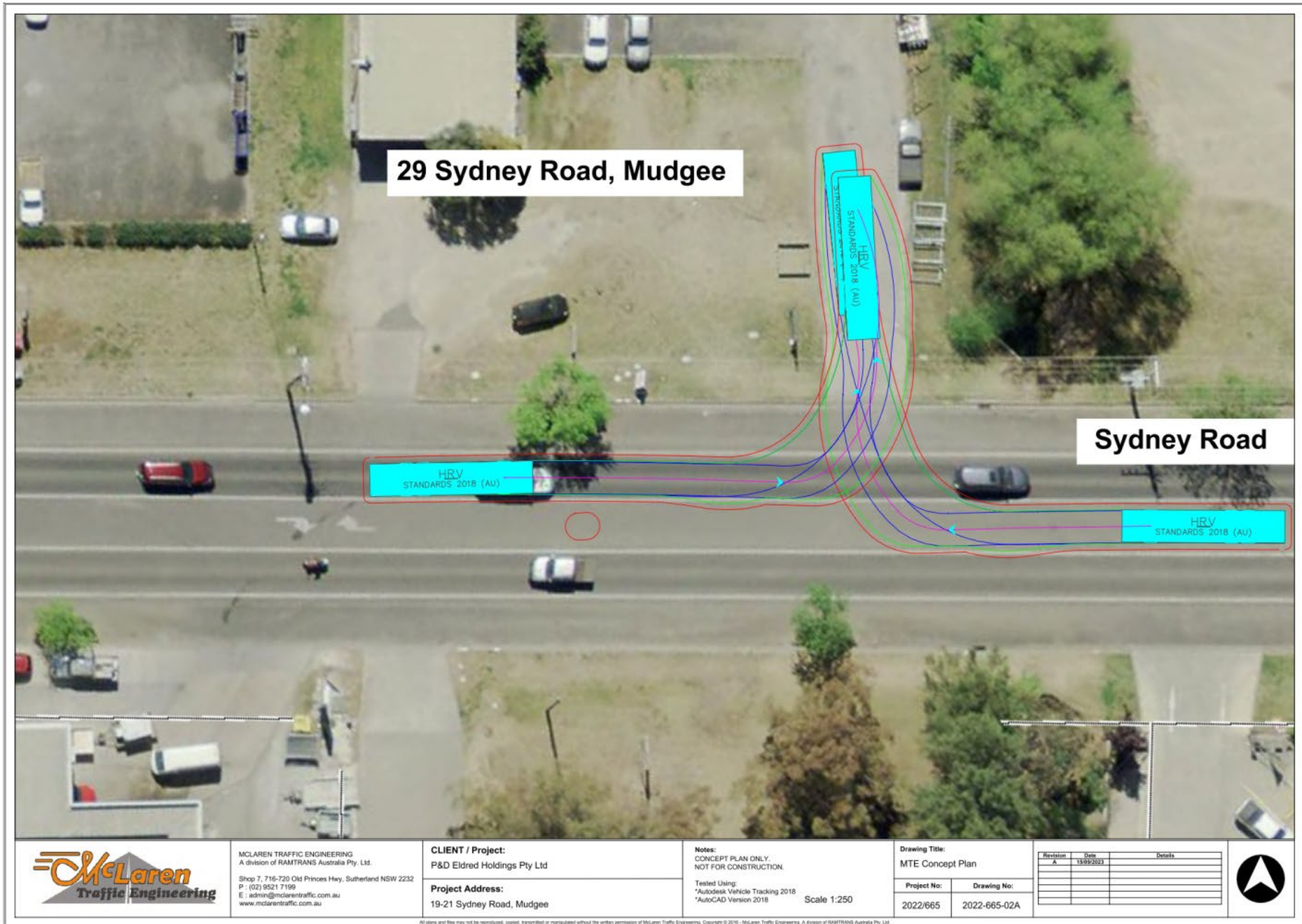
**Drawing Title:**  
MTE Concept Plan

**Project No:** 2022/665  
**Drawing No:** 2022-665-01A

Revision	Date	Details
A	19/09/2023	



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 www.mclarentraffic.com.au

**CLIENT / Project:**  
 P&D Eldred Holdings Pty Ltd

**Project Address:**  
 19-21 Sydney Road, Mudgee

**Notes:**  
 CONCEPT PLAN ONLY.  
 NOT FOR CONSTRUCTION.

Tested Using:  
 \*Autodesk Vehicle Tracking 2018  
 \*AutoCAD Version 2018

Scale 1:250

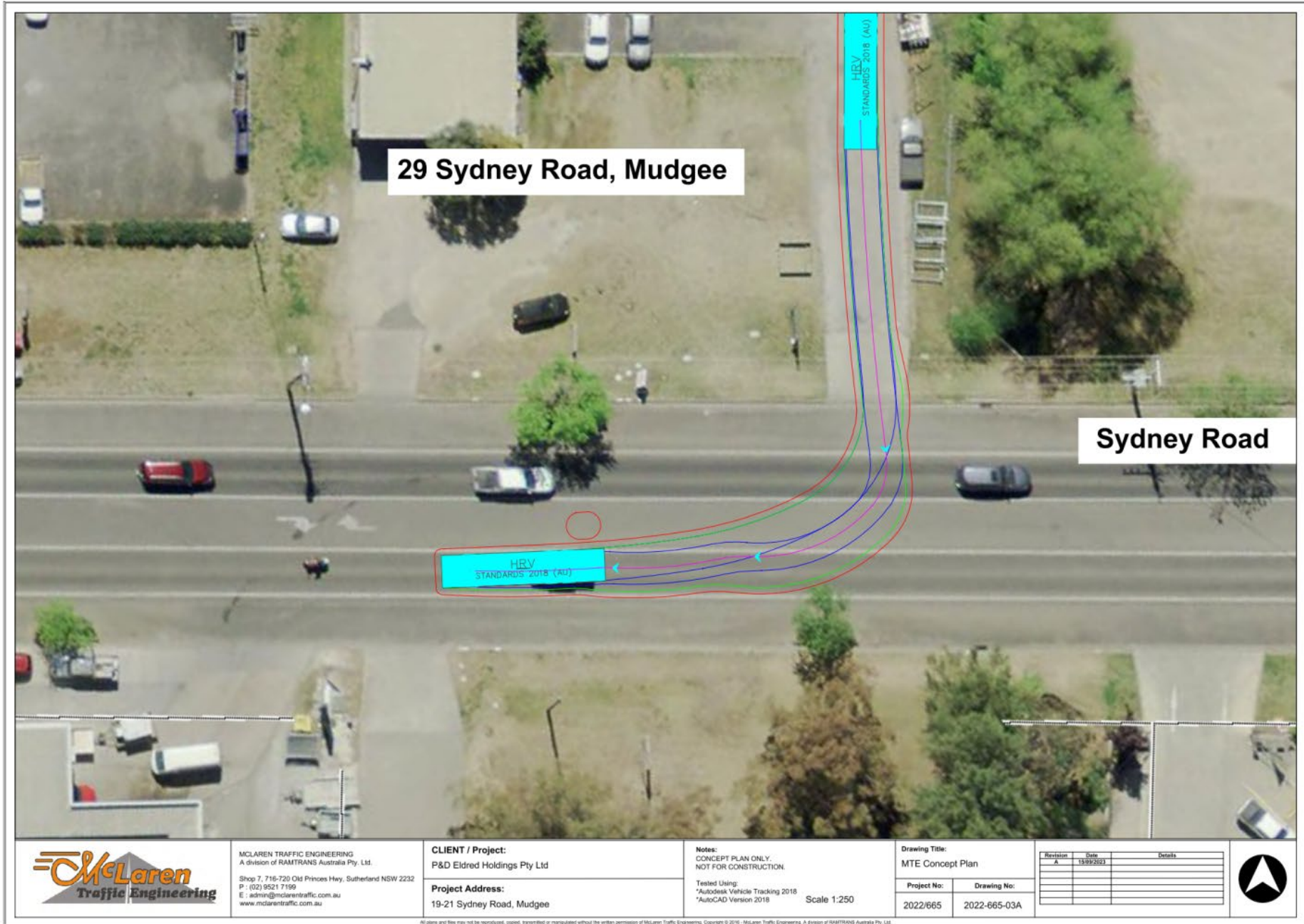
**Drawing Title:**  
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**Project No:** 2022/665  
**Drawing No:** 2022-665-02A

Revision	Date	Details
A	18/09/2023	



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www.mcclarentraffic.com.au

**CLIENT / Project:**  
P&D Eldred Holdings Pty Ltd

**Project Address:**  
19-21 Sydney Road, Mudgee

**Notes:**  
CONCEPT PLAN ONLY.  
NOT FOR CONSTRUCTION.

Tested Using:  
\*Autodesk Vehicle Tracking 2018  
\*AutoCAD Version 2018

Scale 1:250

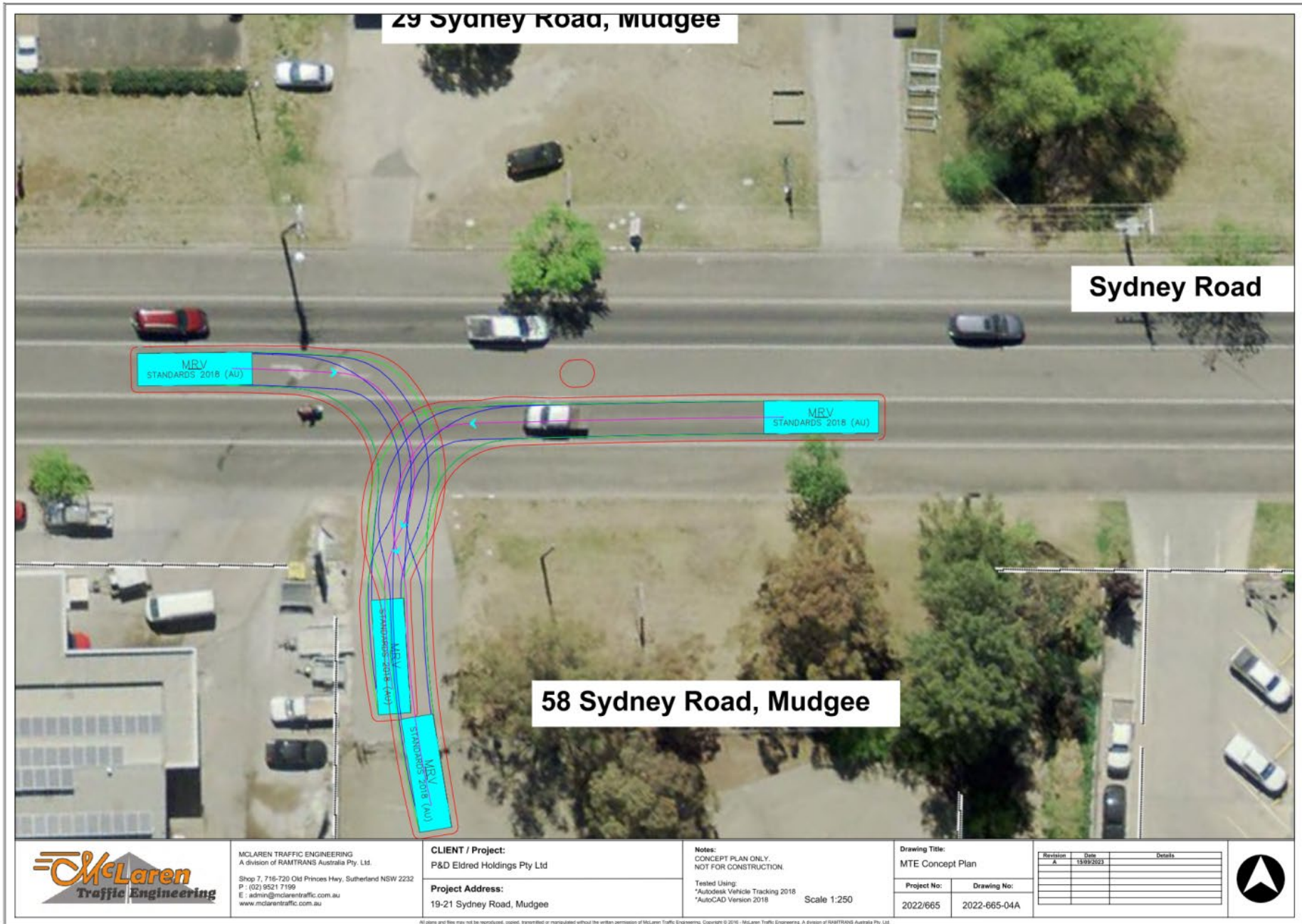
**Drawing Title:**  
MTE Concept Plan

**Project No:** 2022/665  
**Drawing No:** 2022-665-03A

Revision	Date	Details
A	18/09/2023	



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 www.mclarentraffic.com.au

**CLIENT / Project:**  
 P&D Eldred Holdings Pty Ltd

**Project Address:**  
 19-21 Sydney Road, Mudgee

**Notes:**  
 CONCEPT PLAN ONLY.  
 NOT FOR CONSTRUCTION.

Tested Using:  
 \*Autodesk Vehicle Tracking 2018  
 \*AutoCAD Version 2018

Scale 1:250

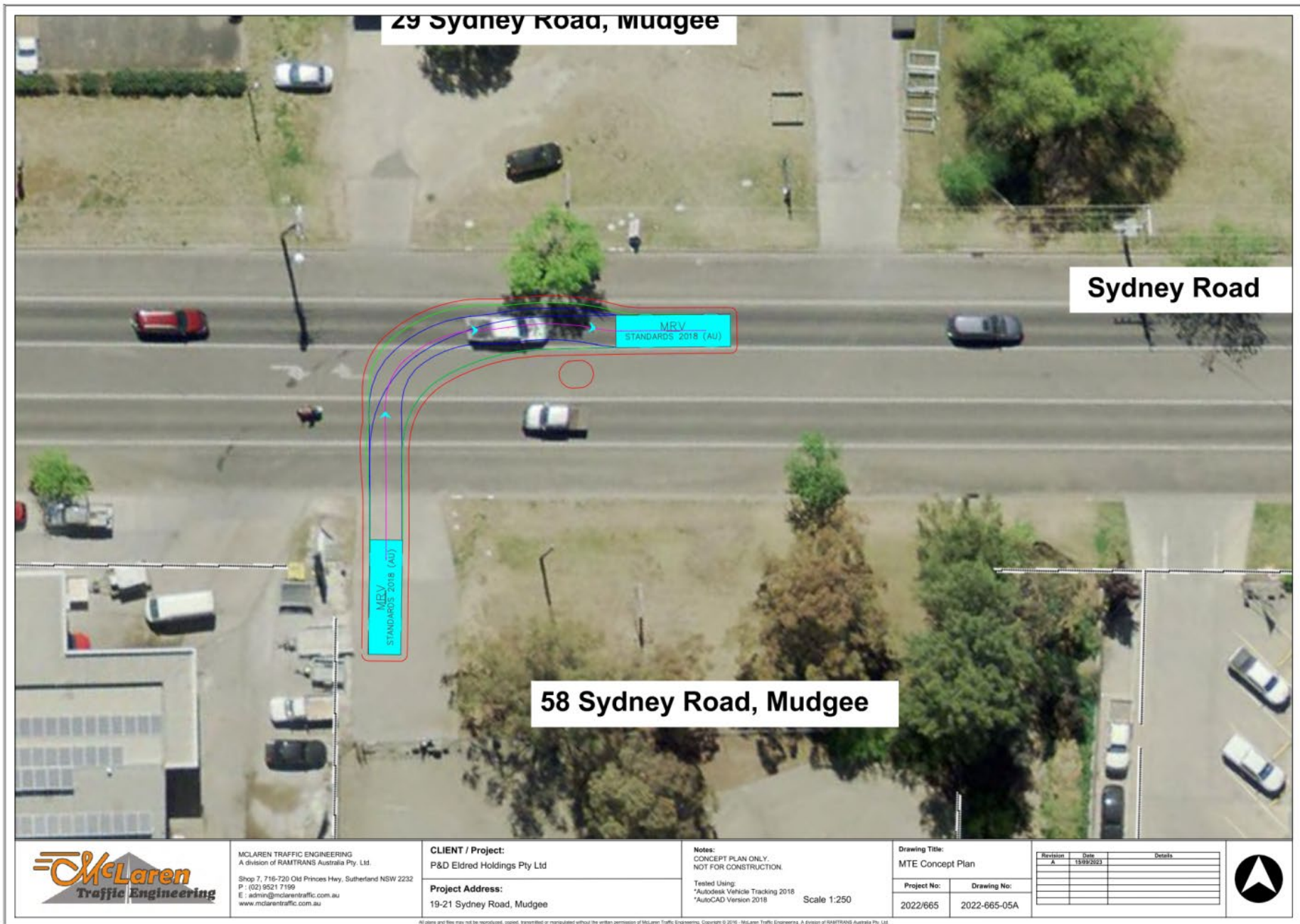
**Drawing Title:**  
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**Project No:** 2022/665  
**Drawing No:** 2022-665-04A

Revision	Date	Details
A	18/09/2023	



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**CLIENT / Project:**  
P&D Eldred Holdings Pty Ltd

**Project Address:**  
19-21 Sydney Road, Mudgee

**Notes:**  
CONCEPT PLAN ONLY.  
NOT FOR CONSTRUCTION.

Tested Using:  
\*Autodesk Vehicle Tracking 2018  
\*AutoCAD Version 2018

Scale 1:250

**Drawing Title:**  
MTE Concept Plan

<b>Project No:</b> 2022/665	<b>Drawing No:</b> 2022-665-05A
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Revision	Date	Details
A	18/09/2023	



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Transport for NSW

30 November 2023

TfNSW reference: WST22/00099/04 | SF2022/107066

Your reference: DA392/2022 (CNR-39816)



General Manager  
Mid-Western Regional Council  
By Email: [council@midwestern.nsw.gov.au](mailto:council@midwestern.nsw.gov.au)

Attention: Sarah Hopkins

**DA392/2022– Partial demolition of existing buildings, 21 commercial/industrial unit, car parking and torrens title subdivision – Lot: 1 DP 614991; Lot 21 & 22 DP 737341 - 19-23 Sydney Road, Mudgee**

Dear Sarah,

Transport for NSW (TfNSW) is responding to the abovementioned Development Application (DA) referred on 25 September 2023. Previous correspondence has been provided and comments have been sought regarding the proposed re-location of existing Two Way Right Turn Lane (TWRTL) signage and island median to accommodate the development proposal.

TfNSW has reviewed all information available and is generally supportive of the proposed development, as amended, subject to the Council's consideration of the matters and conditions recommended in **Attachment 1**.

TfNSW notes that in determining the application under Part 4 of the *Environmental Planning & Assessment Act 1979* it is the consent authority's responsibility to consider the environmental impacts of any road works that are ancillary to the development (such as removal of trees, relocation of utilities, relocation of the concrete median in Sydney Road, etc). Depending on the nature of the works, Council may require the developer to submit a further environmental assessment for any ancillary road works.

On the Council's determination of this matter, please forward a copy of the Notice of Determination to TfNSW. If you have any questions, please contact Brendan Croft, Development Services Case Officer, on 1300 019 680 or email [development.west@transport.nsw.gov.au](mailto:development.west@transport.nsw.gov.au).

Yours faithfully,

A handwritten signature in blue ink, appearing to read "Andrew Lissenden".

**Andrew Lissenden**  
A/Team Leader Development Services (West)  
Community & Place  
Regional and Outer Metropolitan

---

OFFICIAL

Transport for NSW



## Attachment 1

**DA392/2022– Partial demolition of existing buildings, 21 commercial/industrial unit, car parking and torrens title subdivision – Lot: 1 DP 614991; Lot 21 & 22 DP 737341 - 19-23 Sydney Road, Mudgee**

This attachment relates to TfNSW's response dated 30 November 2023 reference WST22/00099/04.

### Context

TfNSW notes:

- The DA proposes the partial demolition of existing structures, the construction of 21 units for commercial/industrial use (operating hours between 6am and 6pm) and Torrens title subdivision/boundary adjustment to create 3 lots with two access points to/from the state classified road.
- The affected classified (State) road is Sydney Road (Castlereagh Highway) (HW18).
- Council is seeking advice from TfNSW to assist in its assessment under Clause 2.119 (Development with frontage to classified road) of the *State Environmental Planning Policy (SEPP) (Transport & Infrastructure) 2021 (T&ISEPP)*.
- The development will also require additional concurrence from TfNSW pursuant to *Section 138(2) of the Roads Act 1993* for the proposed works in the road reserve (i.e., closure of existing driveways, provision of new driveways and the relocation of the concrete median and signage within the Sydney Road Two-Way Right Turn Lane (TWRTL) from the frontage of 23 Sydney Road to frontage of 58 Sydney Road).
- The applicants submitted traffic assessment (letter prepared by McLaren Traffic Engineering dated 18 September 2023, ref. 220665.03FA) is based on the largest vehicle to enter and exit 58 Sydney Road being an 8.8m length Medium Rigid Vehicle (MRV) and the largest vehicle to enter and exit 29 Sydney Road being a 12.5m length Heavy Rigid Vehicle (HRV).

### TfNSW Conditions

Should the Council support the DA, it is recommended that the determination include conditions of consent generally in accordance with the following:

1. **Prior to the issuing of a Construction and/or Subdivision Certificate, (whichever comes first) the developer must:**
  - a) Enter into a Works Authorisation Deed (WAD) with TfNSW, or other suitable arrangement as agreed to by TfNSW, to progress the delivery of all works on Sydney Road as generally shown in plans submitted by McLaren Traffic on 18 September 2023, Project no. 2022/665, Drawing

## Transport for NSW



### Attachment 1

reference 2022-665, Revision A (e.g. the relocation of the existing concrete median and signage located within the Two-Way Right Turn Lane (TWRTL) in front of 23 Sydney Road, Mudgee).

#### Notes:

- A WAD is a legally binding contract between TfNSW and the developer, authorising the developer to undertake works on a state road.
- To progress the WAD, the developer needs to email a copy of the conditions of development consent to [development.west@transport.nsw.gov.au](mailto:development.west@transport.nsw.gov.au). TfNSW will then appoint a project manager who will coordinate TfNSW's involvement in the delivery of the works.
- All roadworks and traffic control facilities must be undertaken by a pre-qualified contractor.
- A copy of pre-qualified contractors can be found on the RMS website at: [www.rms.nsw.gov.au/business-industry/partners-suppliers/tenders-contracts/prequalified-contractors.html](http://www.rms.nsw.gov.au/business-industry/partners-suppliers/tenders-contracts/prequalified-contractors.html)
- Any new services or modifications to existing services associated with this development application that involve works on, over or under Sydney Road must be incorporated into, and managed under, the Works Authorisation Deed for the project. It is the developer's responsibility to identify these works to the TfNSW project manager.
- More information on WADs can be found at: [www.rms.nsw.gov.au/documents/projects/factsheet-development-process.pdf](http://www.rms.nsw.gov.au/documents/projects/factsheet-development-process.pdf)

## 2. Prior to commencing works within the Sydney Road/the state classified road reserve, the developer must:

- a) Obtain Section 138 consent under the Roads Act 1993 from TfNSW for the works associated with the WAD.

#### Note:

- TfNSW will be exercising its powers under Section 64 of the Roads Act 1993 to become the roads authority for works associated with the WAD and therefore responsible for issuing the Section 138 consent for the works.
- b) Apply for, and obtain a Road Occupancy Licence (ROL) from the TfNSW Road Access Management Team via [OPLINK](#) prior to commencing roadworks or any other works that impact a travel lane of Sydney Road.

#### Notes:

- For information on the ROL process and to lodge an ROL application, please visit <https://myrta.com/oplinc2/pages/security/oplincLogin.jsf>.
- The applicant will need to create an account (this may take a few days to register) before submitting the ROL application. The applicant must submit the ROL application 10 business days prior to commencing work. It should be noted that receiving approval for the ROL within this 10 business day period is dependent upon TfNSW receiving an accurate and compliant TMP.

## Transport for NSW



## Attachment 1

- The application will require a Traffic Management Plan (TMP) to be prepared by a person who is certified to prepare Traffic Control Plans. Should the TMP require a reduction of the speed limit, a Speed Zone Authorisation will also be required from the TOU.
- An approved ROL does not constitute an approval to commence works until an authorisation letter for the works has been issued by the TfNSW Project Manager.

**3. Prior to the issuing of an Occupation Certificate or Subdivision Certificate, (whichever comes first), the developer must:**

- Complete the works within the Sydney Road road reserve. The concrete median and signage associated with the Two-Way Right Turn Lane (TWRTL) is to have been relocated in general accordance with the plans submitted to TfNSW and referenced as 'MTE Concept Plans – Project 2022/665', dated 18 September 2023. Signage must be relocated and installed in accordance with relevant Australian Standards and TfNSW prescriptions.
- Ensure all redundant driveways and access points associated with the subject site are to be made good with kerb and gutters to match existing in accordance with Council's specifications.
- Ensure all access across all lots created as a result of the boundary adjustment is via a 'Right of Way' (ROW) legally certified on the title of the burdened lots by way of a Section 88B Instrument under the *Conveyancing Act, 1919*. The ROW shall be of appropriate size to cater for the swept path of the largest vehicle to enter and exit the site as stipulated in the letter prepared by McLaren Traffic Engineers, dated 18 September 2023 and must contain a provision that it cannot be varied, modified, or released without the written consent of the Council.

**4. General recommended conditions of consent**

- The TWRTL treatment is to be designed in accordance with *Austrroads Guide to Road Design*, maintain appropriate distances and be designed and located to the satisfaction of TfNSW.
- The development is to provide **one (1) dedicated ingress only driveway** and **one (1) dedicated egress only driveway** to the Sydney Road/the state road network with each driveway to be aligned with the internal circulation aisles. The western-most driveway (servicing frontage of Lot 19) is to be ingress only whilst the eastern-most driveway (servicing the frontage of Lots 21 and 23) is to be egress only; to mitigate potential queuing onto the classified road and to promote efficient ingress/egress movements for all vehicles manoeuvring through the site, particularly larger design vehicles. Each driveway is to be appropriately signposted as such. All associated signage related to entry and exiting of the site must be wholly located within the property boundaries and not within the Sydney Road road reserve.
- All other works associated with the construction of the development must be wholly contained within the property boundary and must not interfere with the operation and maintenance of the classified road network.

## Transport for NSW



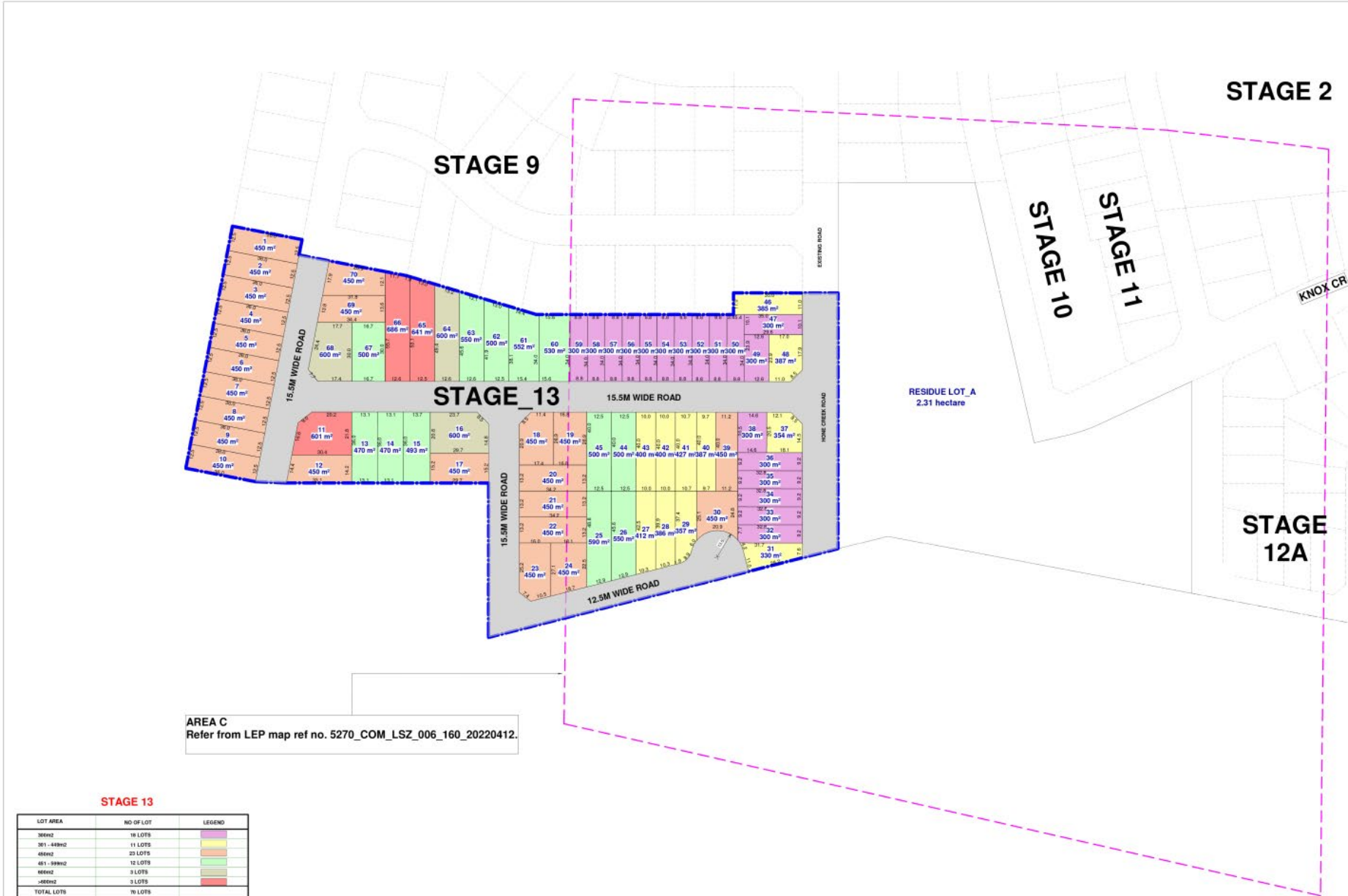
### Attachment 1

- d) For the life of the development, the largest vehicle that is permitted to gain access to the site is a 20m long AV.
- e) The signage required at each driveway to delineate/require egress only and ingress only (as detailed in Condition 4b) above) must be in place for the life of the development.

### TfNSW Additional comments

Council will need to satisfy itself as part of its assessment under Part 4 of the *Environmental Planning and Assessment Act 1979* that:

1. Each Torrens title lot will have the minimum required parking provisions (as stipulated by the Council) to support all land uses within each lot.
2. The relocation of the concrete median and signage associated with TWRTL further east (in front of 29 and 58 Sydney Road) will not impact access to either of the above parcels of land and will not impede any existing approved use of the site that may require vehicles larger than 8.8m and 12.5m vehicles respectively. It is unclear to TfNSW what opportunity the owners/businesses occupying 29 and 58 Sydney Road would have had to comment on the proposed relocation of the median to accommodate for the subject DA. The impacts of the concrete median relocation must be considered by the Council as part of its assessment of the DA.



<p>DATE: 14/02/2024</p> <p>SCALE: 1:1000</p> <p>PROJECT: CAERLEONMUDGEE_STAGE_13</p> <p>PROJECT ADDRESS: Home Creek Drive, Caerleon LOT 517 DP 1272616</p> <p>DRAWING TITLE: Stage_13 SUBDIVISION PLAN</p>	<p>DATE: 14/02/2024</p> <p>SCALE: 1:1000</p> <p>PROJECT: CAERLEONMUDGEE_STAGE_13</p> <p>PROJECT ADDRESS: Home Creek Drive, Caerleon LOT 517 DP 1272616</p> <p>DRAWING TITLE: Stage_13 SUBDIVISION PLAN</p>	<p>DATE: 14/02/2024</p> <p>SCALE: 1:1000</p> <p>PROJECT: CAERLEONMUDGEE_STAGE_13</p> <p>PROJECT ADDRESS: Home Creek Drive, Caerleon LOT 517 DP 1272616</p> <p>DRAWING TITLE: Stage_13 SUBDIVISION PLAN</p>	<p>DATE: 14/02/2024</p> <p>SCALE: 1:1000</p> <p>PROJECT: CAERLEONMUDGEE_STAGE_13</p> <p>PROJECT ADDRESS: Home Creek Drive, Caerleon LOT 517 DP 1272616</p> <p>DRAWING TITLE: Stage_13 SUBDIVISION PLAN</p>
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DRAWING: 14-02-2024



GENERAL

- 1. THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH ALL OTHER SPECIFICATIONS AND WITH SUCH OTHER WRITTEN INSTRUCTIONS THAT MAY BE ISSUED DURING THE COURSE OF THE CONTRACT. ANY DISCREPANCIES IN THESE DOCUMENTS SHALL BE REFERRED TO THE SUPERINTENDENT FOR A DECISION BEFORE PROCEEDING WITH THE WORK.
2. THE CONTRACTOR SHALL CHECK AND BE RESPONSIBLE FOR THE CORRECTNESS OF ALL DIMENSIONS. ANY DISCREPANCY SHALL BE REPORTED IMMEDIATELY TO THE SUPERINTENDENT. DIMENSIONS SHALL NOT BE OBTAINED BY SCALING OFF THE PLANS.
3. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CURRENT AUSTRALIAN STANDARDS, THE BY LAWS AND ORDINANCES OF THE RELEVANT AUTHORITIES AND THE SPECIFICATIONS.
4. NO CHANGES SHALL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN PERMISSION OF THE SUPERINTENDENT. THE SUPERINTENDENT IS TO CONFIRM THE EXACT EXTENTS ON SITE PRIOR TO COMMENCEMENT OF STAGE 13.
5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT SAFE WORK PRACTICES ARE FOLLOWED AT ALL TIMES DURING THE COURSE OF THE CONTRACT. OHSA REGULATIONS AND WORK COVER REQUIREMENTS ARE TO BE COMPLIED WITH REFER TO THE SPECIFICATION AND CONTRACT DOCUMENTS.
6. IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE THAT ALL SURVEY MARKS ARE MAINTAINED. IF THE CONTROL MARKS ARE DESTROYED OR MOVED DURING CONSTRUCTION THE CONTRACTOR MUST SPARE AN ADEQUATE MARK FOR RE-ESTABLISHMENT AND INFORM THE SUPERINTENDENT.
7. CHANGES, REDUCED LEVELS, CHANGES, OFFSETS AND ROAD WIDTHS ARE IN MARKS UNLESS OTHERWISE SHOWN.
8. LAMSE WITH THE APPROVED SITE SUPERINTENDENT PRIOR TO COMMENCEMENT OF CONSTRUCTION.
9. ALL SITE FILLING SHALL BE COMPACTED TO 98% STANDARD COMPACTION, CONTROLLED BY THE GEOTECHNICAL ENGINEER OR AS INSTRUCTED BY THE SUPERINTENDENT.
10. SUBSOIL EXCAVATED MATERIAL SHALL BE PLACED WHERE DIRECTED BY THE SUPERINTENDENT.
11. ALL NEW WORKS SHALL MAKE A SMOOTH JUNCTION WITH EXISTING CONDITIONS.
12. THE CONTRACTOR SHALL NOT ENTER UPON LAND OR DO ANY WORK WITH ADJACENT LANDS WITHOUT THE WRITTEN PERMISSION OF THE OWNERS.
13. SITE FILL AREAS - THE CONTRACTORS REGISTERED SURVEYOR SHALL TAKE LEVELS OF EXISTING SURFACE AFTER STRIPPING TOPSOIL AND PRIOR TO COMMENCING FILL OPERATIONS.
14. DRAINAGE LINES UNDER ROADS SHALL BE BACKFILLED WITH NON-COHESIVE SAND AND THE SUBSOIL DRAIN WRAPPED IN APPROVED FILTER SOCK, DISCHARGING INTO DOWN STREAM PITS.
15. ALL CONDUITS AND MANHOLE SHALL BE Laid PRIOR TO LAYING FINAL ASPHALTIC CONCRETE SEAL.
16. STREET LIGHT STANDS SHALL BE INSTALLED, WHERE SHOWN, THROUGHOUT WITH COUNCIL'S STANDARD OR AS DIRECTED BY THE SUPERINTENDENT.
17. THE CONTRACTOR SHALL MAINTAIN DUST CONTROL THROUGHOUT THE DURATION OF THE PROJECT.
18. ALL TREES WITHIN LIMIT OF WORKS TO BE REMOVED AND REPLANTED. TREES OUT OF LIMIT OF WORKS ZONE ARE TO BE LEFT UNTOUCHED. SHOULD THERE BE ANY IMPACTED TREES OUTSIDE OF WORKS ZONE, THE SUPERINTENDENT IS TO BE INFORMED IMMEDIATELY.
19. REFER TO MID-WESTERN REGIONAL COUNCIL AUS-SPEC SPECIFICATION AND STANDARD DRAWINGS OF KERB INLET PIT AND KERB AND GUTTER.
20. CONSTRUCTION TO PROVIDE STORMWATER KERO DISCHARGE INCLUDING RECTANGULAR HOLLOW SECTION, ADAPTER AND PIPE EXTENDING ON BEYOND THE PROPERTY BOUNDARY AND CARRIED OFF TO FUTURE CONNECTION.
21. DENATURE AND DELIST EXISTING DAMS TO PREPARE FOR SITE FILLING OTHER WORKS REFER TO THE GEOTECHNICAL REPORT.
22. PROVIDE FLOODWAY WARNING SIGNS AT APPROPRIATE LOCATIONS AND/OR AS DIRECTED BY COUNCIL'S ENGINEER.

BULK EARTHWORKS NOTES

- 1. STRIP ALL TOPSOIL/ORGANIC MATERIAL FROM CONSTRUCTION AREA AND REMOVE FROM SITE OR STOCKPILE AS DIRECTED BY SUPERINTENDENT.
2. COMPACTION, TESTING, FILING, STANDARD DRY DENSITIES & MOISTURE CONTENTS TO BE IN ACCORDANCE WITH SITE GEOTECHNICAL REPORT.
3. ALL FILLING WORKS TO BE CARRIED OUT UNDER LEVEL 1 GEOTECH SUPERVISION AS PER AS 3788.

SITE PREPARATION NOTES

- 1. ORIGIN OF LEVELS AND COORDINATES TO MGA 95 (GDA2020) - MGP GRID AUSTRALIA.
2. ASPHALTIC CONCRETE SHALL CONFORM TO R 1A FORM 301.
3. ALL BASECOURSE MATERIAL SHALL BE KEROUS ROCK QUARRIED MATERIAL TO COMPLY WITH R 1A FORM 301 (AMBROK), R 1A FORM 302 (BOUND) COMPACTED TO A MINIMUM 98% MODIFIED DENSITY IN ACCORDANCE WITH AS 1289 1.2.1. FREQUENCY OF COMPACTION TESTING SHALL NOT BE LESS THAN 1 TEST PER 500M<sup>2</sup> OF BASECOURSE MATERIAL PLACED.
4. ALL SUB-BASE COURSE MATERIAL SHALL BE KEROUS ROCK QUARRIED MATERIAL TO COMPLY WITH R 1A FORM 301 AND COMPACTED TO MINIMUM 98% MODIFIED DENSITY IN ACCORDANCE WITH AS 1289 1.2.1. FREQUENCY OF COMPACTION TESTING SHALL NOT BE LESS THAN 1 TEST PER 500M<sup>2</sup> OF SUB-BASE COURSE MATERIAL PLACED.
5. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THE SPECIFICATION AND CONTRACT DOCUMENTS.
6. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE PERIOD OF WORKS, INCLUDING REPAIR AND/OR REPLACEMENT OF DAMAGED STRUCTURES. INSPECTIONS ARE TO BE MADE PERIODICALLY DURING PROLONGED RAINFALL EVENTS AND AFTER STORM EVENTS FOR DAMAGE.
7. ALL EXISTING TREES ON THE SITE ARE NOT TO BE DISTURBED OTHER THAN THOSE DESIGNATED ON THE PLANS FOR REMOVAL. THE SUPERINTENDENT IS TO APPROVE ALL TREES TO BE REMOVED. REMAINING TREES MUST BE PROTECTED IN ACCORDANCE TO THE SPECIFICATION.
8. WHERE NOTED ON THE DRAWINGS THAT WORKS ARE TO BE CARRIED OUT BY OTHERS (EG ADJUSTMENT OF SERVICES) COORDINATION OF THESE WORKS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

SURVEY NOTES

- 1. ALL SITE SET OUT POINTS ARE TO BE CERTIFIED BY A REGISTERED SURVEYOR.
2. THE EXISTING SITE CONDITIONS SHOWN ON THE FOLLOWING DRAWINGS HAVE BEEN INVESTIGATED BY THE REGISTERED SURVEYOR. THE INFORMATION IS SHOWN TO PROVIDE A BASIS FOR DESIGN. MAKER ENG DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF THE SURVEY BASE OR ITS SUFFICIENCY AS A BASIS FOR CONSTRUCTION DRAWINGS.
3. CONTRACT SUPERINTENDENT IF DISCREPANCIES ARE ENCOUNTERED DURING CONSTRUCTION BETWEEN THE SURVEY DATA AND FIELD DATA.
4. PROJECT COORDINATE SYSTEM USED: MGA 95 (GDA2020). ALL SETOUT INFORMATION AND DATUM SHALL BE CONFIRMED BY A REGISTERED SURVEYOR PRIOR TO CONSTRUCTION.
5. DIGITAL DATA PROVIDED FOR INFORMATION ONLY AND IS NOT TO BE FOR SETOUT UNLESS OTHERWISE.
6. PLANS TAKE PRECEDENCE OVER DIGITAL DATA UNLESS OTHERWISE.

ASPHALT PAVEMENT

- 1. PREPARATION FOR PAVEMENT:
- CLEAN SITE
- STRIP TOPSOIL
- CUT AND FILL AND PREPARATIONS OF SUBGRADE SHALL BE AS DESCRIBED IN 'EARTHWORKS'
2. SUBGRADE SHALL BE COMPACTED TO 98% STANDARD DRY DENSITY RATIO AT OPTIMUM MOISTURE CONTENT ± 2% IN ACCORDANCE WITH AS 289 1.1.
3. LOWER BASE COURSE SHALL BE CONSTRUCTED FROM CRUSHED SANDSTONE COMPACTED TO 98% STANDARD DRY DENSITY RATIO AT OPTIMUM MOISTURE CONTENT ± 2% IN ACCORDANCE WITH AS 1289 1.1. OF THICKNESS NOTED ON DRAWINGS.
4. BASE COURSE SHALL BE CONSTRUCTED FROM FINE CRUSHED ROCK D880 COMPACTED TO 90% STANDARD DRY DENSITY RATIO AT OPTIMUM MOISTURE CONTENT ± 2% IN ACCORDANCE WITH AS 1289 1.1. OF THICKNESS NOTED ON DRAWINGS.
5. APPLY THICK COAT 30-40 MINUTES BEFORE ASPHALT SURFACING IS PLACED.
6. COVER THE SURFACE UNIFORMLY AT AN APPLICATION RATE OF 0.15 - 0.20 L/M<sup>2</sup> OF RESIDUAL BITUMEN.
7. WEARING SURFACE SHALL BE ASPHALTIC CONCRETE TO STANDARD SPECIFICATION, MINIMUM THICKNESS = 30mm, IN ACCORDANCE WITH THE REQUIREMENTS OF MID-WESTERN REGIONAL COUNCIL AUS-SPEC STANDARD SPECIFICATION.

PROPOSED SERVICES

- 1. ALL SERVICES SHOWN ON THIS PLAN ARE APPROXIMATE ONLY AND HAVE BEEN LOCATED FROM SITE INVESTIGATION AND RELEVANT AUTHORITY'S PLANS. THESE SERVICES ARE NOT GUARANTEED CORRECT OR COMPLETE.
2. THE CONTRACTOR MUST OBTAIN ALL REQUIRED PERMITS PRIOR TO ANY WORK. PRIOR TO ANY COMMENCEMENT OF WORKS, THE EXACT LOCATION OF ALL SERVICES ARE TO BE VERIFIED BY THE CONTRACTOR PRIOR TO THE COMMENCEMENT OF WORKS.
3. EXISTING SERVICES ARE TO BE MAINTAINED OR ADJUSTED AS DETAILED IN THE PLANS. ANY ADJUSTMENT OR PROTECTION MEASURES ARE TO BE CARRIED OUT BY ACCREDITED SERVICE PROVIDERS. REFER ANY COMMENTS OR UNDEFINED EXISTING SERVICES TO THE SUPERINTENDENT IMMEDIATELY.
4. ELECTRICAL CONDUITS SHOULD BE PROVIDED AND LOCATED TO THE SATISFACTION OF AN ESSENTIAL ENERGY.
5. WATER CONDUITS SHOULD BE PROVIDED TO SUIT WATER MAINS CONNECTIONS.
6. TELECOM CONDUITS PROVIDED AND LOCATED TO THE SATISFACTION OF THE RELEVANT TELECOMMUNICATIONS AUTHORITY.
7. ALL SERVICES PIT COVERS AND MANHOLES ARE TO BE Laid ENTIRELY WITHIN OR OUTSIDE OF THE CONCRETE FOOTPATH. REFER TO DRAWING EROSION CONTROL DRAWINGS FOR SERVICE COVER LOCATIONS. CONTACT SUPERINTENDENT SHOULD DIFFICULTIES ARISE.
8. WHERE SERVICES COVERS ARE LOCATED WITHIN THE FOOTPATH A ROADWAYS' CURB COVERS WITH A PAVEMENT SIMILAR TO THAT OF THE FOOTPATH OR ADJACENT ROADWAY SHALL BE USED. PROVIDE CONCRETE INFILL WHERE COVERS ARE WITHIN LANDSCAPE.
9. ALL SERVICES COVERS TO BE INSTALLED IN ACCORDANCE WITH THE CURRENT MID-WESTERN REGIONAL COUNCIL AUS-SPEC STANDARD SPECIFICATION. CARE TO BE TAKEN WHEN INSTALLING HOLLOW AND STOP VALVES IN THE FOOTPATH.
10. ALL WATER AND SEWER TO BE INSTALLED IN ACCORDANCE WITH THE CURRENT MID-WESTERN REGIONAL COUNCIL AUS-SPEC STANDARD SPECIFICATION. CARE TO BE TAKEN WHEN INSTALLING HOLLOW AND STOP VALVES IN THE FOOTPATH.

KERBING NOTES

- 1. ALL CONCRETE TO HAVE A MINIMUM COMPRESSIVE STRENGTH OF 25 MPa OTHERWISE AS PER COUNCIL SPECIFICATIONS.
2. ALL KERBS, GUTTERS, DISH DRAINS AND GROGGINGS TO BE CONSTRUCTED ON 100mm GRANULAR BASECOURSE COMPACTED TO MINIMUM 98% MODIFIED DRY DENSITY AS 1289 1.2.1.
3. EXPANSION JOINTS (E.J.) TO BE FORMED FROM 10mm COMPRESSIBLE CORK FILLER BOARD FOR THE FULL DEPTH OF THE SECTION AND CUT TO PROFILE. EXPANSION JOINTS TO BE LOCATED AT TANGENT POINTS OF CURVES AND ELSEWHERE AT MAX 3m CENTRES EXCEPT FOR INTEGRAL KERBS WHERE THE EXPANSION JOINTS ARE TO MATCH THE JOINT LOCATIONS IN THE SLABS.
4. IN THE REINFORCEMENT OF ROLLERS AND GUTTERS, EXISTING ROAD PAVEMENT IS TO BE SAWCUT 50mm DEEP FROM THE LIP OF GUTTER. UPON COMPLETION OF THE NEW ROLLERS AND GUTTERS, NEW BASECOURSE AND SURFACE TO BE Laid WITHIN WEEK U.O.D.
5. PAVEMENT GRADES SHALL BE MAX 1:100. IN SPECIAL CIRCUMSTANCES GRADES SHALL BE ABSOLUTE MAX 1:10.
6. WEAKEND PLANE JOINTS TO BE A MINIMUM 30mm WIDE AND LOCATED AT 3m CENTRES EXCEPT ON INTEGRAL KERBS WHERE THE WEAKEND PLANE JOINTS SHALL MATCH THE JOINT LOCATIONS IN THE SLABS.
7. RAMPED AND VEHICULAR CROSSINGS SHALL HAVE AS BROOMED FINISH WITH ALL OTHER KERBING OR DISH GUTTERS TO HAVE STEEL FLOOR FINISH.

PAVEMENTS AND ROAD WORKS NOTES

- 1. PEDESTRIAN PAVEMENT JOINTS
1. ALL PEDESTRIAN PAVEMENTS ARE TO BE JOINTED AS FOLLOWS (N/O)
2. EXPANSION JOINTS ARE TO BE LOCATED, WHERE POSSIBLE, AT INTERVALS NOT EXCEEDING 3x THE WIDTH AT TANGENT POINTS OF CURVES AND ELSEWHERE AT MAX 3m CENTRES.
3. SAW JOINTS ARE TO BE PLACED LATERALLY AT INTERVALS NOT EXCEEDING 1m WIDTH AND MAX SPACING OF 4m.
4. JOINTS SHALL BE LOCATED TO MATCH KERBING AND OR ADJACENT PAVED JOINTS WHERE POSSIBLE.
5. PEDESTRIAN PAVEMENT JOINTING DETAILS SHALL BE AS PER RELEVANT COUNCIL STANDARDS.



- 6. ALL VEHICULAR PAVEMENTS TO BE JOINTED AS PER THE DRAWINGS.
7. VEHICULAR ACCESS IS TO BE MAINTAINED FOR ALL PROPERTIES DURING THE COURSE OF CONSTRUCTION.
8. THE CONTRACTOR SHALL CONTACT RESIDENTS/OWNERS WITHIN 48 HOURS PRIOR TO COMMENCEMENT OF WORKS UNLESS OTHERWISE DIRECTED.
9. ALL DRIVEWAY ADJUSTMENTS ARE TO BE CARRIED OUT IN ACCORDANCE WITH THE DRAWINGS.
10. SUBSOIL FLOORING ADJUSTMENTS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH D 014 STANDARD DRAWING NO 104.14. THEY SHALL BE LOCATED AS DIRECTED.
11. PROPOSED SERVICES WHICH CROSS THE EXISTING ROADS SHALL BE THRUST BORED UNDER THE ROAD TO AVOID DAMAGING THE EXISTING SURFACE.
12. ALL PROPOSED SERVICES TO BE TEMPORARILY SEALED WITH A 1 COAT SEAL. THE FINAL ASPHALT CONCRETE TO BE BONDED AND PLACED FOLLOWING APPROVAL FROM COUNCIL.

ALL NOTES ARE TO BE READ IN CONJUNCTION WITH MID-WESTERN REGIONAL COUNCIL AUS-SPEC STANDARD SPECIFICATION

STORMWATER NOTES

- 1. PIPE BEDDING MATERIAL SHALL BE CLEAN COARSE RIVER SAND WITH DEPTH AS FOLLOWS:
1.1 CONCRETE AND FRCP PIPES: 100mm (175mm IN R/O)
1.2 UPVC PIPE: 75mm (100mm IN R/O)
1.3 SUBSOIL
2. BACKFILL ALL PIPES WITH GRANULAR MATERIAL, SUCH AS QUARRY FINES OF COARSE RIVER SAND TO A MINIMUM OF 150mm ABOVE THE PIPE. THE GRANULAR MATERIAL SHALL BE PLACED IN 25mm THICK MAX LAYERS COMPACTED TO ACHIEVE A DENSITY INDEX OF 70% FREQUENCIES OF COMPACTION TESTS FOR TRENCHES SHALL BE 1 TEST PER 2 LAYERS PER 40 LINEAR METRE.
3. ALL BEDDING TO BE HD 10 MINIMUM.
4. PIPES GREATER THAN 1000mm TO BE REINFORCED CONCRETE CLASS 2 1920 COVER APPROVED SPOUT AND SOCKET WITH RUBBER RING JOINT U.O.D.
5. PIPES UP TO AND INCLUDING 3000mm SHALL BE SENEX GRADE 4PVC WITH SOLVENT WELDED JOINTS.
6. WHERE SUBSOIL DRAINS PRODUCE FLOOR SLABS, UNLINED UPVC SENEX GRADE PIPES SHALL BE USED.
7. ALL PITS DEEPER THAN 1m ARE TO BE REINFORCED CONCRETE.
8. ALL PITS, INCLUDING COUNCIL PITS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 30MPa ALL REINFORCEMENT SHALL HAVE A MINIMUM COVER OF 50mm.
9. COVERS AND GRATES SHALL CONFORM TO A.S. 3996 AND COUNCIL SPECIFICATIONS.
10. BACKFILL THE REMAINDERS OF THE TRENCH ABOVE THE SAND TO SUBGRADE LEVEL WITH TRENCH MATERIAL. PLACE AND COMPACT MATERIALS IN LAYERS NOT EXCEEDING 150mm LOOSE THICKNESS MATERIAL LOWER THAN 90mm BELOW SUBGRADE LEVEL SHALL BE COMPACTED TO A MIN. OF 90% STANDARD MAXIMUM DRY DENSITY. TOP 50mm BELOW PAVEMENT SUBGRADE LEVELS SHALL BE COMPACTED TO AT LEAST 100% STANDARD MAXIMUM DRY DENSITY (GRADE).
11. FILTER MATERIAL FOR SUBSOIL SHALL BE COARSE SAND OR CRUSHED STONE WHICH COMBLES WITH ONE OF THE GRASSES IN THE TABLE BELOW AS SPECIFIED ON THE DRAWINGS. THE 1mm CRUSHED ROCK FILTER MATERIAL SHALL BE ENCLOSED WITHIN FILTER FABRIC SHEET AS SPECIFIED. FILTER MATERIAL SHALL BE PLACED IN 250mm LAYERS AND COMPACTED TO A DENSITY INDEX OF 80%.

Table with 3 columns: AD BEVE SIZE mm, SAND, 70mm ROCK. Rows include values for 6.3, 9.5, 12.5, 15.0, 18.0, 22.5, 28.0, 35.0, 45.0, 56.0, 70.0, 84.0, 105.0, 125.0, 150.0, 180.0, 225.0, 280.0, 350.0, 450.0, 560.0, 700.0, 840.0, 1050.0, 1250.0, 1500.0.

- 12. LITTLE LENGTH SHOWN ON DRAWING INDICATES THE CLEAR OPENING LENGTH.
13. PRIOR TO ISSUE OF PRACTICAL COMPETITION CONTRACTOR SHALL CARRY OUT CCTV ON ALL PIPES AND SUBMIT VIDEO AND WRITTEN REPORT CONFIRMING THAT ALL PIPES ARE FREE OF DEFECTS AND ARE Laid TO SPECIFICATION.
14. A MINIMUM GAP OF 50mm BELOW FENCING TO BE CONSTRUCTED ACROSS THE FULL WIDTH OF ALL DRAINAGE EASEMENTS TO CONVEY DRAINAGE SUBSURFACE FLOWS.
15. CARE IS TO BE TAKEN WITH LEVELS OF STORMWATER LINES. GRASSES SHOWN ARE NOT TO BE REDUCED WITHOUT APPROVAL.
16. GRATES AND COVERS SHALL CONFORM WITH MID-WESTERN REGIONAL COUNCIL DEVELOPMENT DESIGN SPECIFICATION.
17. AT ALL TIMES DURING CONSTRUCTION OF STORMWATER PITS, ADEQUATE SAFETY PROCEDURES SHALL BE TAKEN TO ENSURE AGAINST THE POSSIBILITY OF PERSONNEL FALLING DOWN PITS.
18. BACKFILLING OF TRENCHES SHALL BE IN ACCORDANCE WITH MID-WESTERN REGIONAL COUNCIL DEVELOPMENT DESIGN SPECIFICATION.
19. STEP ROADS ARE TO BE PLACED IN PITS GREATER THAN 1.5m DEEP IN ACCORDANCE WITH MID-WESTERN REGIONAL COUNCIL DEVELOPMENT DESIGN SPECIFICATION AND MANUFACTURER REQUIREMENTS.
20. SUBSOIL DRAINS ARE TO BE PROVIDED BEHIND ALL KERBS AS DIRECTED.
21. ALL PITS SHALL BE BEACHED AND FLOW STABILISED.
22. ALL MILD STEEL FITTINGS INCLUDING GRATES, FRAMES, STEP ROHS, LADDERS ETC SHALL BE HOT DIP GALVANISED WHICH SHALL COMPLY WITH THE REQUIREMENTS OF AS 1219 OR AS 3800, AS APPROPRIATE.
23. GEOTEXTILE FILTER SHALL BE PERMEABLE, NON-WOVEN FABRIC MANUFACTURED FROM A POLYPROPYLENE OR POLYESTER OF MASS GREATER THAN 150g/m<sup>2</sup>.
24. ALL INTERNAL WORKING WITH PROPERTY BOUNDARIES ARE TO COMPLY WITH A.S. 3566 3.1 (1996) AND AS 424 3.50 3.2 (1994).
25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING A MINIMUM COVER OF 600mm DURING CONSTRUCTION.

TREES

- THE TREES IDENTIFIED FOR RETENTION SHALL BE PROTECTED BY THE FOLLOWING MEASURES:
1. PROTECTIVE FENCING CONSTRUCTED OF 1.8m HIGH CHAIN WIRE MESH SUPPORTED BY ROBUST POSTS SHALL BE INSTALLED AT A MINIMUM INCLINE OF 3m FROM THE TRUNK OF EACH TREE. THE FENCING SHALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF ANY WORKS AND REMAIN IN PLACE UNTIL ALL WORKS ARE COMPLETED. SIGNAGE SHALL BE ERRECTED ON THE FENCE IN ACCORDANCE WITH THE ARBORECULTURE REPORT.
2. THE TREE PROTECTION ZONE WITHIN THE PROTECTIVE FENCING SHALL BE MULCHED WITH STABLE ORGANIC MULCH (BROOK CHIPS OR COMPOST LEAF CHIP MULCH) AT THE DISCRETE END OF THE PROTECTIVE FENCING.
3. NO DEVELOPMENT OR ASSOCIATED ACTIVITY IS PERMITTED WITHIN THE FENCED TREE PROTECTION ZONE FOR THE DURATION OF THE WORKS.
4. ANY APPROVED WORKS WITHIN THIS TREE PROTECTION ZONE SHALL BE UNDER THE DIRECTION OF AND TO THE SATISFACTION OF A SUITABLY QUALIFIED AND EXPERIENCED ARBORIST.

Table with columns: REV, DATE, DESCRIPTION, AMBY APP BY. Rows include dates like 18.01.24, 14.11.23, 12.09.23, 21.08.23 and descriptions like ISSUED FOR APPROVAL, ISSUED FOR CONSTRUCTION.

Table with columns: DRAWN, DESIGNED, DRAFT CHECK, DESIGN CHECK, APPROVED, RESIDENTIAL SUBDIVISION - CAERLEON MUDGE DEVELOPMENT APPLICATION - STAGE 13 NOTES, DRAWING NUMBER, SHEET No., SHEET SIZE, REVISION. Includes logos for MJELEVSKI and JAGUSTIN.

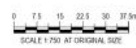






REV	DATE	DESCRIPTION	BY	APP'D BY
4	18.01.24	ISSUED FOR APPROVAL	MJ	JMA
3	14.11.23	ISSUED FOR APPROVAL	MJ	JMA
2	12.09.23	ISSUED FOR APPROVAL	MJ	JMA
1	21.08.23	ISSUED FOR APPROVAL	MJ	JMA

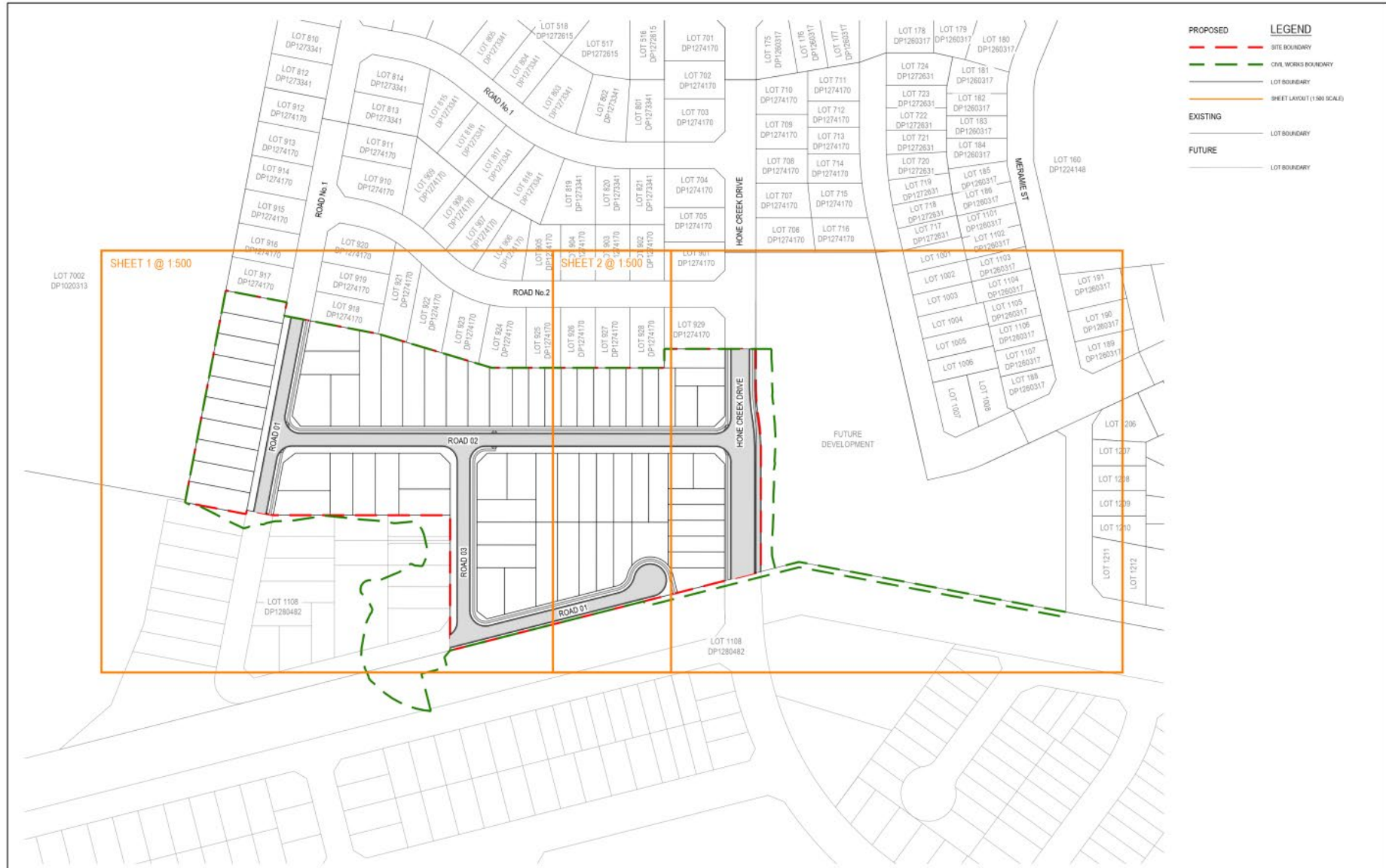
DRAWN BY: MJK  
 CHECKED BY: JAG  
 APPROVED BY: JAG



DRAWN: M.ILJEVSKI	DESIGNED: M.ILJEVSKI
DRAFT CHECK: J. JAGUSTIN	DESIGN CHECK: J. JAGUSTIN
APPROVED: J. JAGUSTIN	

RESIDENTIAL SUBDIVISION - CAERLEON MUDGE			
DEVELOPMENT APPLICATION - STAGE 13			
SUBDIVISION PLAN			
DRAWING NUMBER: MKRV0036-113-C0020	SHEET NO: A1	SCALE: A1	REVISION: 4

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REV	DATE	DESCRIPTION	AMD BY	APP BY
4	18.01.24	ISSUED FOR APPROVAL	MJ	JMA
3	14.11.23	ISSUED FOR APPROVAL	MJ	JMA
2	12.09.23	ISSUED FOR APPROVAL	MJ	JMA
1	21.08.23	ISSUED FOR APPROVAL	MJ	JMA



DRAWN:	DESIGNED:
MILJEVSKI	MILJEVSKI
DRAFT CHECK:	DESIGN CHECK:
JAGUSTIN	JAGUSTIN
APPROVED:	JAGUSTIN

RESIDENTIAL SUBDIVISION - CAERLEON MUDGE  
DEVELOPMENT APPLICATION - STAGE 13  
CIVIL KEY PLAN

DRAWING NUMBER: MKRV0036-113-C0040  
SHEET No: A1  
REVISION: 4

NOT FOR CONSTRUCTION

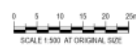
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PROPOSED	LEGEND
—	LOT BOUNDARY
- - -	EASEMENT
EXISTING	
—	LOT BOUNDARY
- - -	EASEMENT
FUTURE	
—	LOT BOUNDARY

- NOTES:**
- FURTHER EASEMENT RESTRICTIONS MAY APPLY
  - FINAL BOUNDARY AND EASEMENT ARRANGEMENT SUBJECT TO BOUNDARY DEFINITION BY REGISTERED SURVEYOR
  - INDICATIVE DIMENSIONS ROUNDED TO THE NEAREST 3 TH. REFER TO REGISTERED SURVEY PLANS FOR DIMENSIONS

REV	DATE	DESCRIPTION	AMD BY	APP BY
4	18.01.24	ISSUED FOR APPROVAL	MJ	JMA
3	14.11.23	ISSUED FOR APPROVAL	MJ	JMA
2	12.09.23	ISSUED FOR APPROVAL	MJ	JMA
1	21.08.23	ISSUED FOR APPROVAL	MJ	JMA



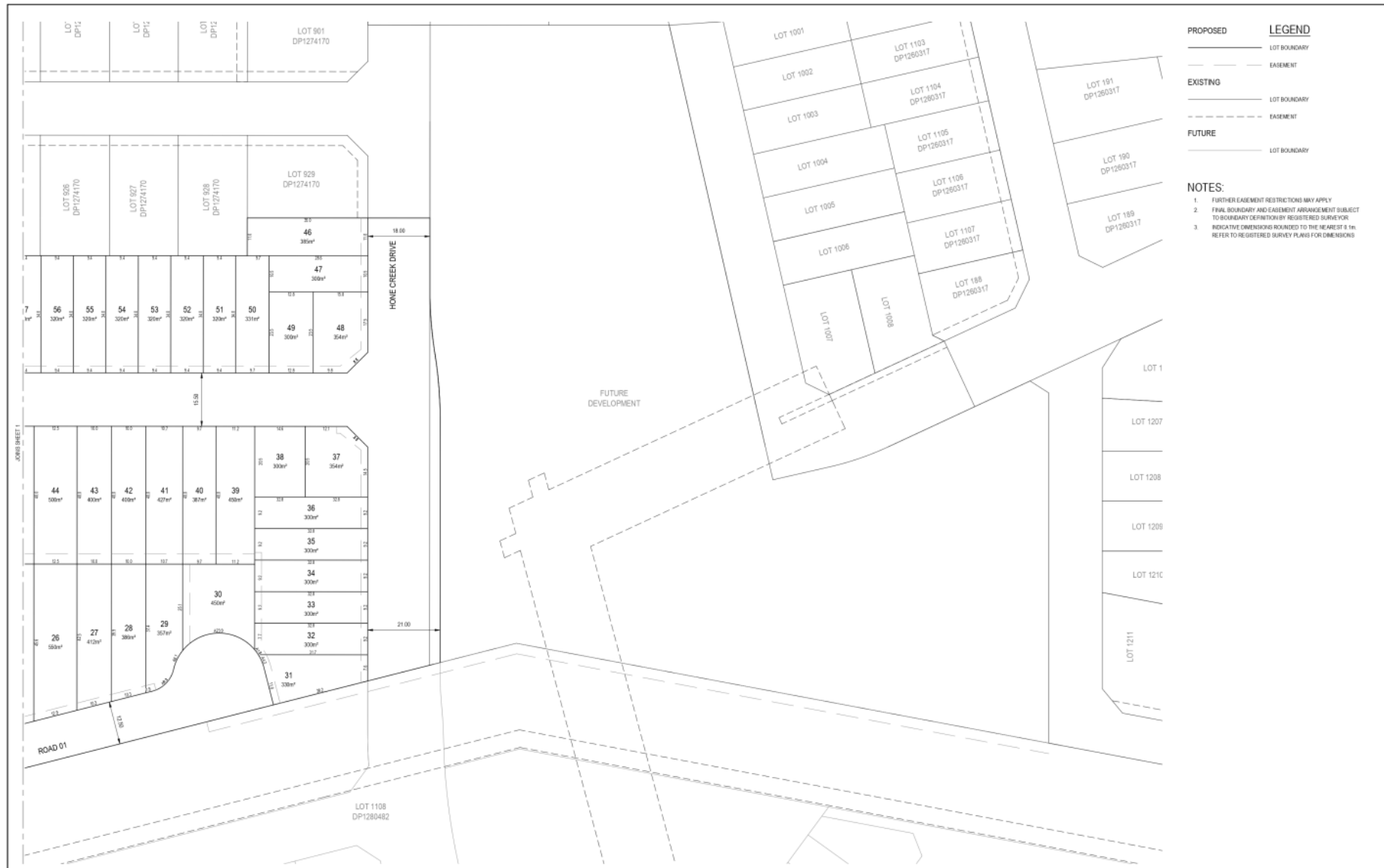
DRAWN: M ILJEVSKI	DESIGNED: M ILJEVSKI
DRAFT CHECK: J AGUSTIN	DESIGN CHECK: J AGUSTIN
APPROVED: J AGUSTIN	

RESIDENTIAL SUBDIVISION - CAERLEON MUDGE  
 DEVELOPMENT APPLICATION - STAGE 13  
 LOT LAYOUT PLAN

DRAWING NUMBER: MKRV0036-113-C0050	SHEET NO: 1 OF 2	DWG SIZE: A1	REV/CHK: 4
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**NOT FOR CONSTRUCTION**

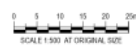
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PROPOSED	LEGEND
—	LOT BOUNDARY
- - -	EASEMENT
EXISTING	
—	LOT BOUNDARY
- - -	EASEMENT
FUTURE	
—	LOT BOUNDARY

- NOTES:**
- FURTHER EASEMENT RESTRICTIONS MAY APPLY
  - FINAL BOUNDARY AND EASEMENT ARRANGEMENT SUBJECT TO BOUNDARY DEFINITION BY REGISTERED SURVEYOR
  - INDICATIVE DIMENSIONS ROUNDED TO THE NEAREST 3 mm. REFER TO REGISTERED SURVEY PLANS FOR DIMENSIONS

REV	DATE	DESCRIPTION	AMD BY	APP BY
4	18.01.24	ISSUED FOR APPROVAL	MJ	JMA
3	14.11.23	ISSUED FOR APPROVAL	MJ	JMA
2	12.09.23	ISSUED FOR APPROVAL	MJ	JMA
1	21.08.23	ISSUED FOR APPROVAL	MJ	JMA



**Bathla**



DRAWN: M.ILJEVSKI	DESIGNED: M.ILJEVSKI
DRAFT CHECK: J. JAGUSTIN	DESIGN CHECK: J. JAGUSTIN
APPROVED: J. JAGUSTIN	

RESIDENTIAL SUBDIVISION - CAERLEON MUDGE  
DEVELOPMENT APPLICATION - STAGE 13  
LOT LAYOUT PLAN

DRAWING NUMBER: MKRV0036-113-C0051	SHEET NO: 2 OF 2	DWG SIZE: A1	REVISION: 4
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**NOT FOR CONSTRUCTION**

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REV	DATE	DESCRIPTION	AMD BY	APP BY
4	18.01.24	ISSUED FOR APPROVAL	MJ	JMA
3	14.11.23	ISSUED FOR APPROVAL	MJ	JMA
2	12.09.23	ISSUED FOR APPROVAL	MJ	JMA
1	21.08.23	ISSUED FOR APPROVAL	MJ	JMA



**Bathla**

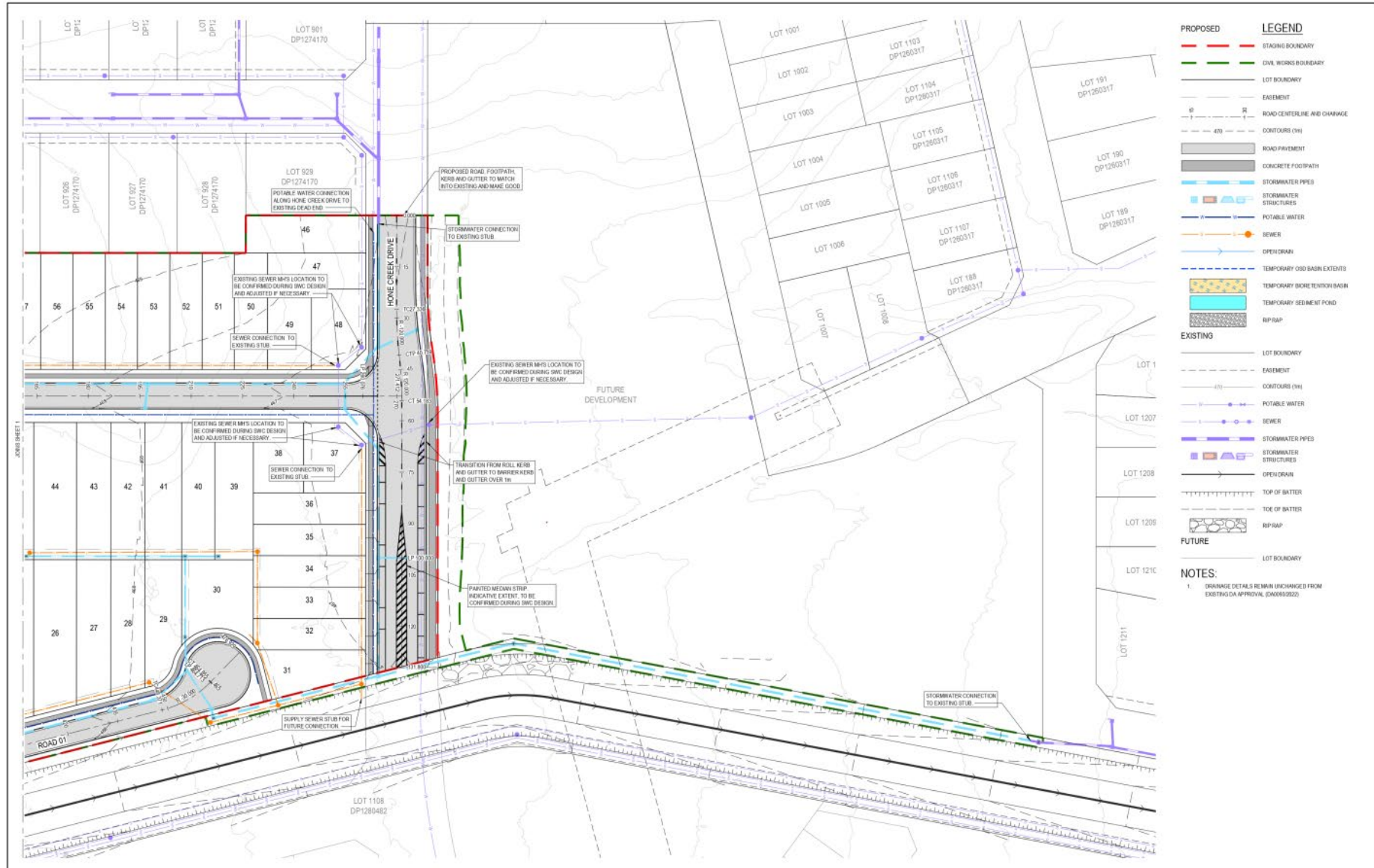
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DRAWN: MILJEVSKI	DESIGNED: MILJEVSKI
DRAFT CHECK: JAGUSTIN	DESIGN CHECK: JAGUSTIN
APPROVED: JAGUSTIN	

RESIDENTIAL SUBDIVISION - CAERLEON MUDGE			
DEVELOPMENT APPLICATION - STAGE 13			
CIVIL WORKS LAYOUT PLAN			
PROJECT NUMBER: MKRV0036-113-CD100	SHEET: 1 OF 2	DWG. SIZE: A1	REVISION: 4

NOT FOR CONSTRUCTION

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REV	DATE	DESCRIPTION	AM	BY
4	18.01.24	ISSUED FOR APPROVAL	MJ	JMA
3	14.11.23	ISSUED FOR APPROVAL	MJ	JMA
2	12.09.23	ISSUED FOR APPROVAL	MJ	JMA
1	21.08.23	ISSUED FOR APPROVAL	MJ	JMA

AM: BY: APP: BY:



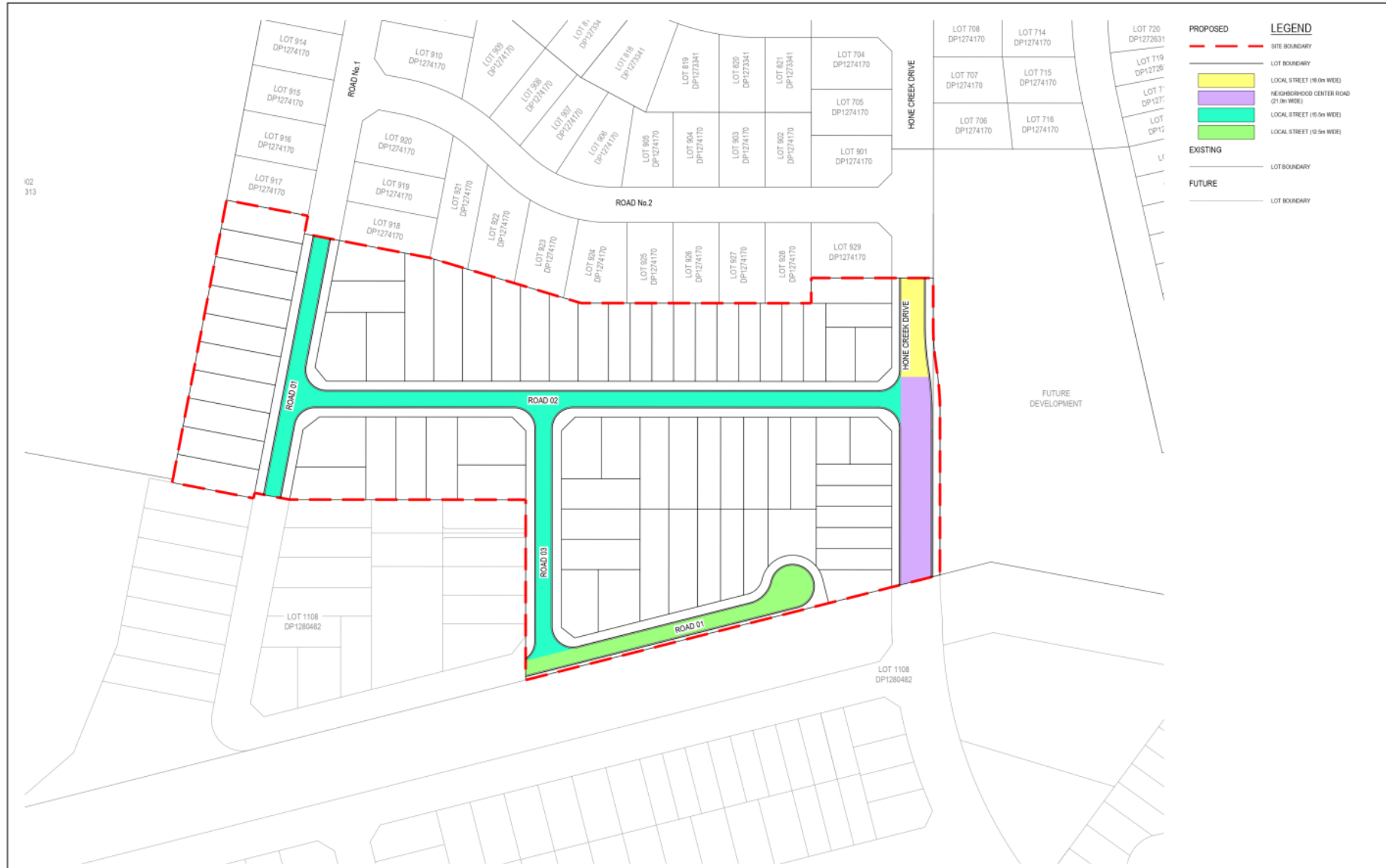
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DESIGNED: M ILJEVSKI  
DRAFT CHECK: J AGUSTIN  
DESIGN CHECK: J AGUSTIN  
APPROVED: J AGUSTIN

RESIDENTIAL SUBDIVISION - CAERLEON MUDGE  
DEVELOPMENT APPLICATION - STAGE 13  
CIVIL WORKS  
LAYOUT PLAN

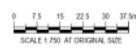
NOT FOR CONSTRUCTION

PROJECT: MKRV0036-113-CD101  
SHEET: 2 OF 2  
DWG. SIZE: A1  
REVISION: 4

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REV	DATE	DESCRIPTION	AMD BY	APP BY
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3	14.11.23	ISSUED FOR APPROVAL	MI	JMA
2	12.09.23	ISSUED FOR APPROVAL	MI	JMA
1	21.08.23	ISSUED FOR APPROVAL	MI	JMA

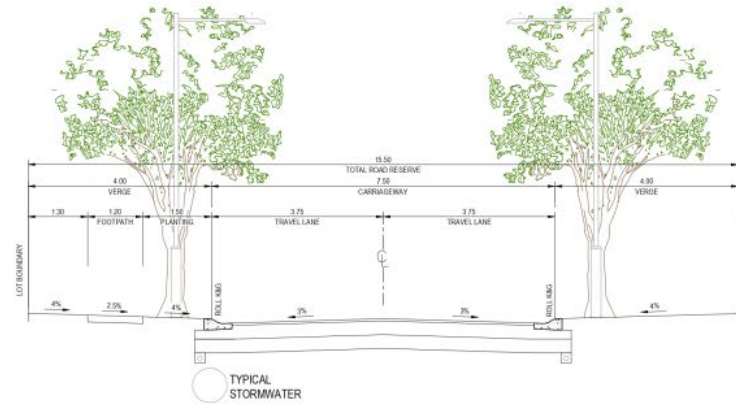


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DRAFT CHECK: JAGUSTIN	DESIGN CHECK: JAGUSTIN
APPROVED: JAGUSTIN	

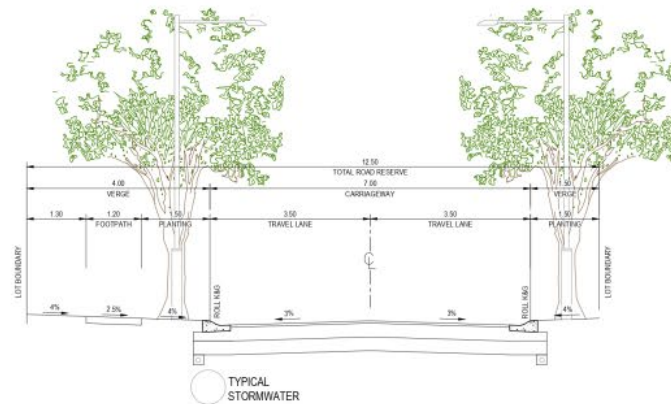
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DEVELOPMENT APPLICATION - STAGE 13			
TYPICAL SECTIONS			
LAYOUT PLAN			
DRAWING NUMBER: MKRV0036-113-C0300	SHEET No.:	DWG. SIZE:	REVISED:
		A1	4

NOT FOR CONSTRUCTION

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LOCAL STREET (15.5m WIDE)



LOCAL STREET (12.5m WIDE)

REV	DATE	DESCRIPTION	AMD BY	APP BY
4	18.01.24	ISSUED FOR APPROVAL	MJ	JMA
3	14.11.23	ISSUED FOR APPROVAL	MJ	JMA
2	12.09.23	ISSUED FOR APPROVAL	MJ	JMA
1	21.08.23	ISSUED FOR APPROVAL	MJ	JMA



DRAWN:	DESIGNED:
MILJEVSKI	MILJEVSKI
DRAFT CHECK:	DESIGN CHECK:
JAGUSTIN	JAGUSTIN
APPROVED:	JAGUSTIN

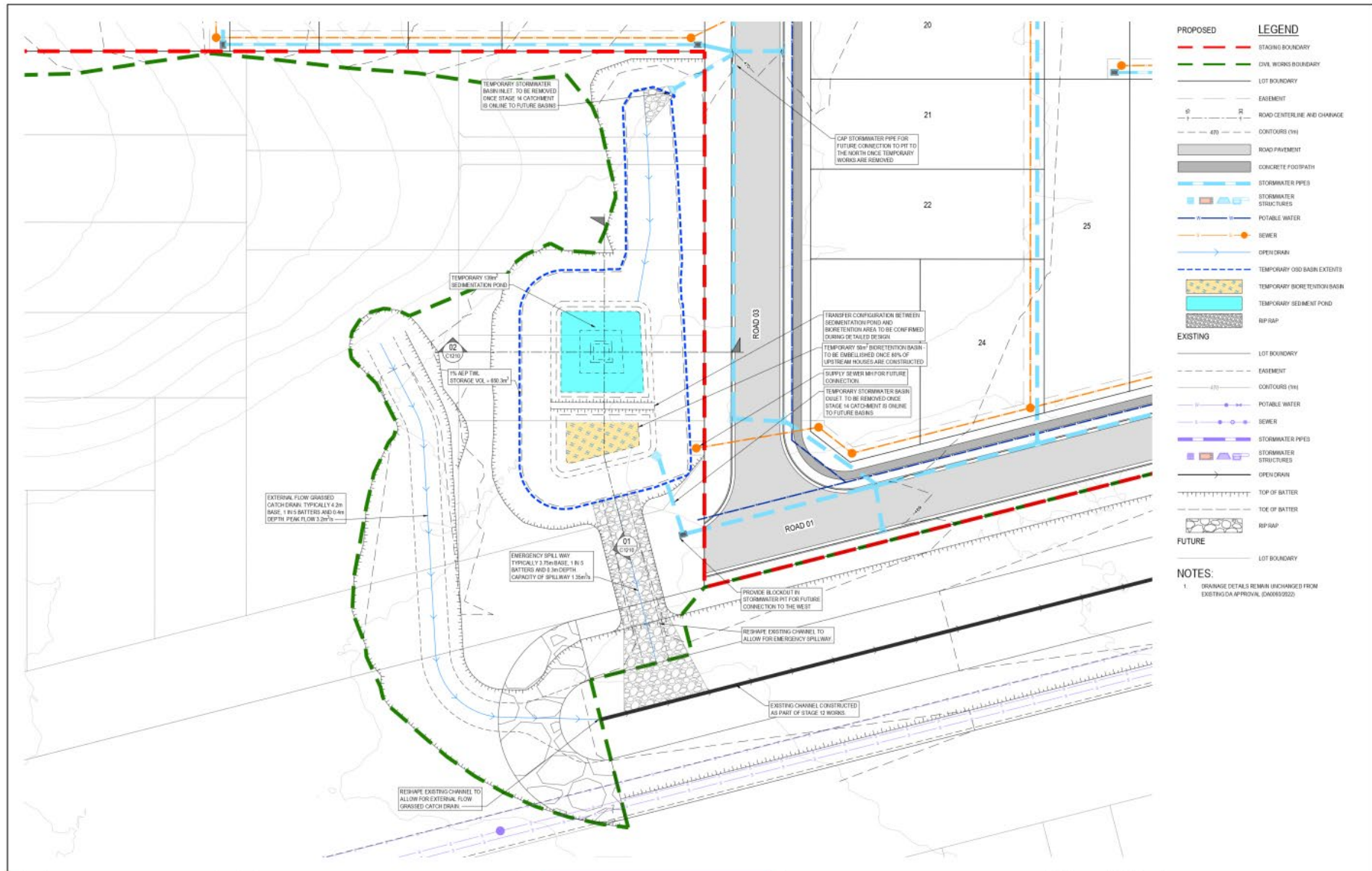
RESIDENTIAL SUBDIVISION - CAERLEON MUDGE			
DEVELOPMENT APPLICATION - STAGE 13			
TYPICAL SECTIONS			
SECTIONS PLAN			
DRAWING NUMBER:	SHEET:	SHEET SIZE:	REVISION:
MKR0036-113-CD310	1 OF 2	A1	4

NOT FOR CONSTRUCTION

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3	14.11.23	ISSUED FOR APPROVAL	MJ	JMA
2	12.09.23	ISSUED FOR APPROVAL	MJ	JMA
1	21.08.23	ISSUED FOR APPROVAL	MJ	JMA



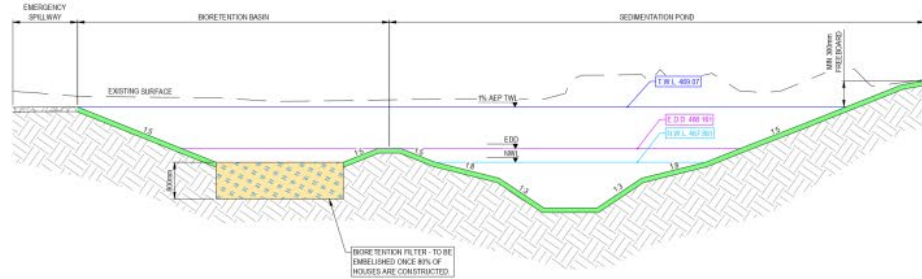
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MILJEVSKI	MILJEVSKI
DRAFT CHECK:	DESIGN CHECK:
JAGUSTIN	JAGUSTIN
APPROVED:	JAGUSTIN

RESIDENTIAL SUBDIVISION - CAERLEON MUDGE  
DEVELOPMENT APPLICATION - STAGE 13  
TEMPORARY BASIN  
LAYOUT PLAN

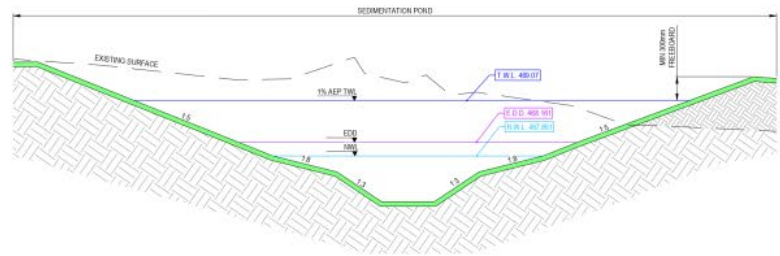
NOT FOR CONSTRUCTION

DRWING NUMBER:	SHEET NO:	SPEC. SHEET:	REVISION:
MKRVO036-113-C1200		A1	4

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TEMPORARY BASIN - SECTION 01  
 1:100 H, 1:50 V



TEMPORARY BASIN - SECTION 02  
 1:100 H, 1:50 V

REV	DATE	DESCRIPTION	AMD BY	APP BY
4	18.01.24	ISSUED FOR APPROVAL	MJ	JMA
3	14.11.23	ISSUED FOR APPROVAL	MJ	JMA
2	12.09.23	ISSUED FOR APPROVAL	MJ	JMA
1	21.08.23	ISSUED FOR APPROVAL	MJ	JMA



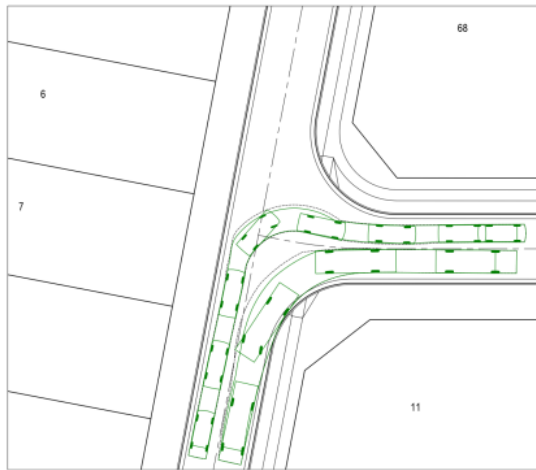
DRAWN: MILJEVSKI	DESIGNED: MILJEVSKI
DRAFT CHECK: JAGUSTIN	DESIGN CHECK: JAGUSTIN
APPROVED: JAGUSTIN	

RESIDENTIAL SUBDIVISION - CAERLEON MUDGE DEVELOPMENT APPLICATION - STAGE 13 TEMPORARY BASIN SECTIONS	DRIVING NUMBER: MKRV0036-113-C1210	SHEET No: A1	REVISION: 4
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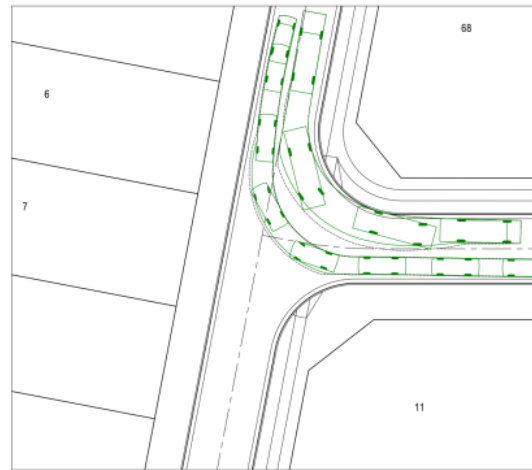
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DESIGN VEHICLE



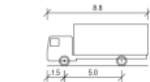
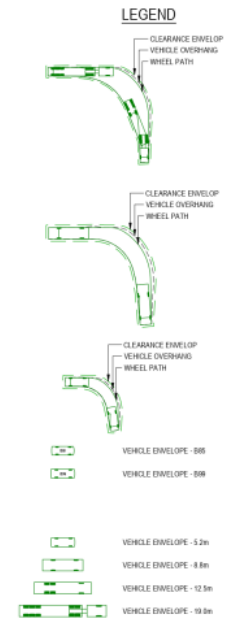
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CHECK VEHICLE

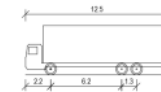


CHECK VEHICLE



MINI - MEDIUM ROAD VEHICLE  
 OVERALL LENGTH 8.800m  
 OVERALL WIDTH 2.500m  
 OVERALL BODY HEIGHT 3.630m  
 MIN BODY GROUND CLEARANCE 0.428m  
 TRACK WIDTH 2.500m  
 LOCK TO LOCK TIME 4.00m  
 KERB TO KERB TURNING RADIUS 10.000m

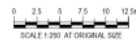
**DESIGN VEHICLE**



SINGLE UNIT TRUCKBUS  
 OVERALL LENGTH 12.500m  
 OVERALL WIDTH 2.950m  
 OVERALL BODY HEIGHT 4.300m  
 MIN BODY GROUND CLEARANCE 0.460m  
 TRACK WIDTH 2.950m  
 LOCK TO LOCK TIME 6.00m  
 KERB TO KERB TURNING RADIUS 12.500m

**CHECK VEHICLE**

REV	DATE	DESCRIPTION	APP'D BY	APP'D BY
4	18.01.24	ISSUED FOR APPROVAL	MJ	JMA
3	14.11.23	ISSUED FOR APPROVAL	MJ	JMA
2	12.09.23	ISSUED FOR APPROVAL	MJ	JMA
1	21.08.23	ISSUED FOR APPROVAL	MJ	JMA



**Bathla**

**MAKER ENG**

DRAWN: M.ILJEVSKI  
 DRAFT CHECK: J.UGUSTIN  
 APPROVED: J.UGUSTIN

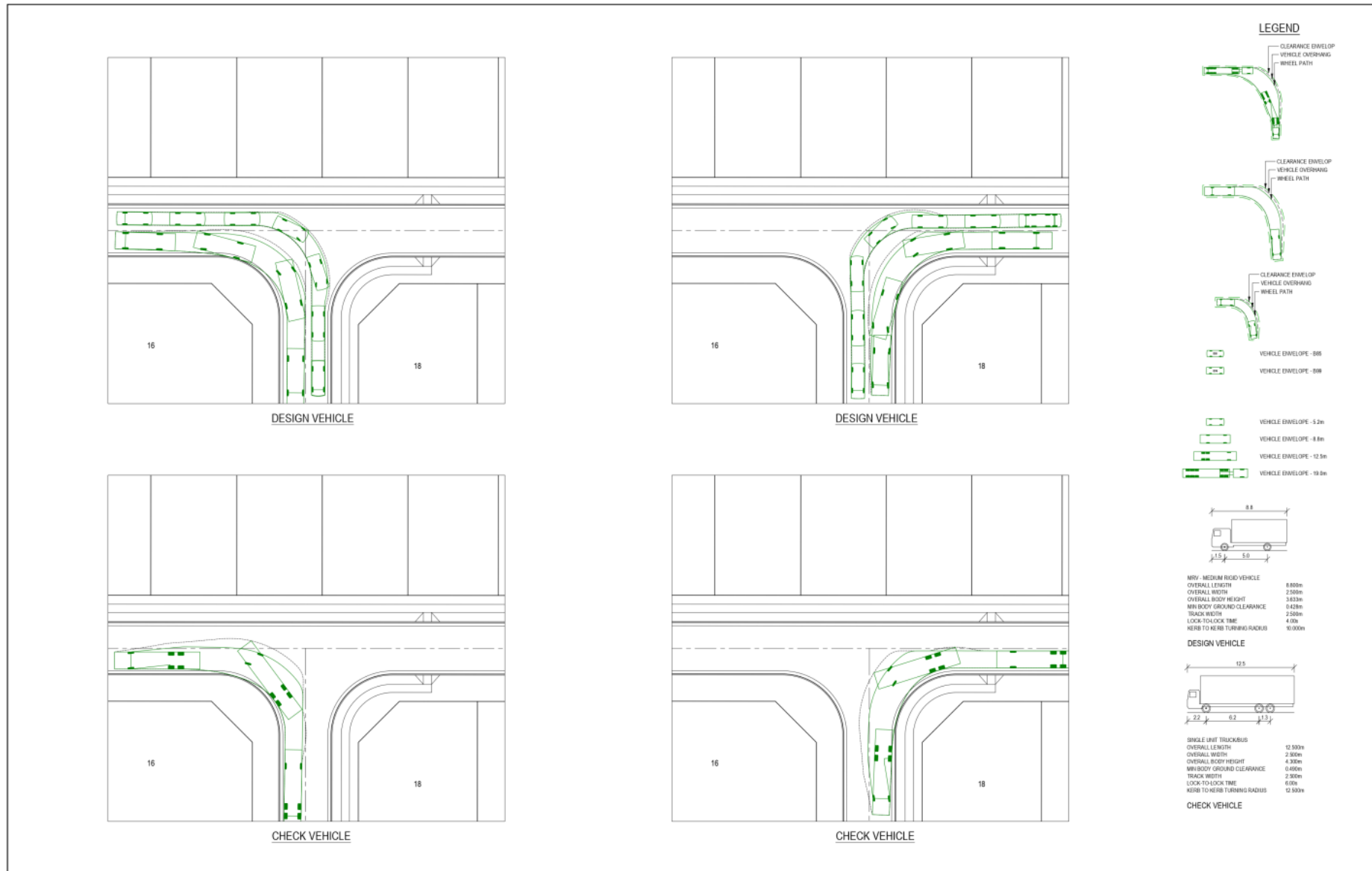
DESIGNED: M.ILJEVSKI  
 DESIGN CHECK: J.UGUSTIN  
 JAGUSTIN

RESIDENTIAL SUBDIVISION - CAERLEON MUDGE  
 DEVELOPMENT APPLICATION - STAGE 13  
 SWEEP PATH ANALYSIS  
 LAYOUT PLAN

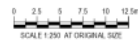
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DRAWING NUMBER: MKRV0036-113-C1701  
 SHEET NO: 1 OF 6  
 DWG. SIZE: A1  
 REVISION: 4

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REV	DATE	DESCRIPTION	APP BY	APP BY
4	18.01.24	ISSUED FOR APPROVAL	MJ	JMA
3	14.11.23	ISSUED FOR APPROVAL	MJ	JMA
2	12.09.23	ISSUED FOR APPROVAL	MJ	JMA
1	21.08.23	ISSUED FOR APPROVAL	MJ	JMA



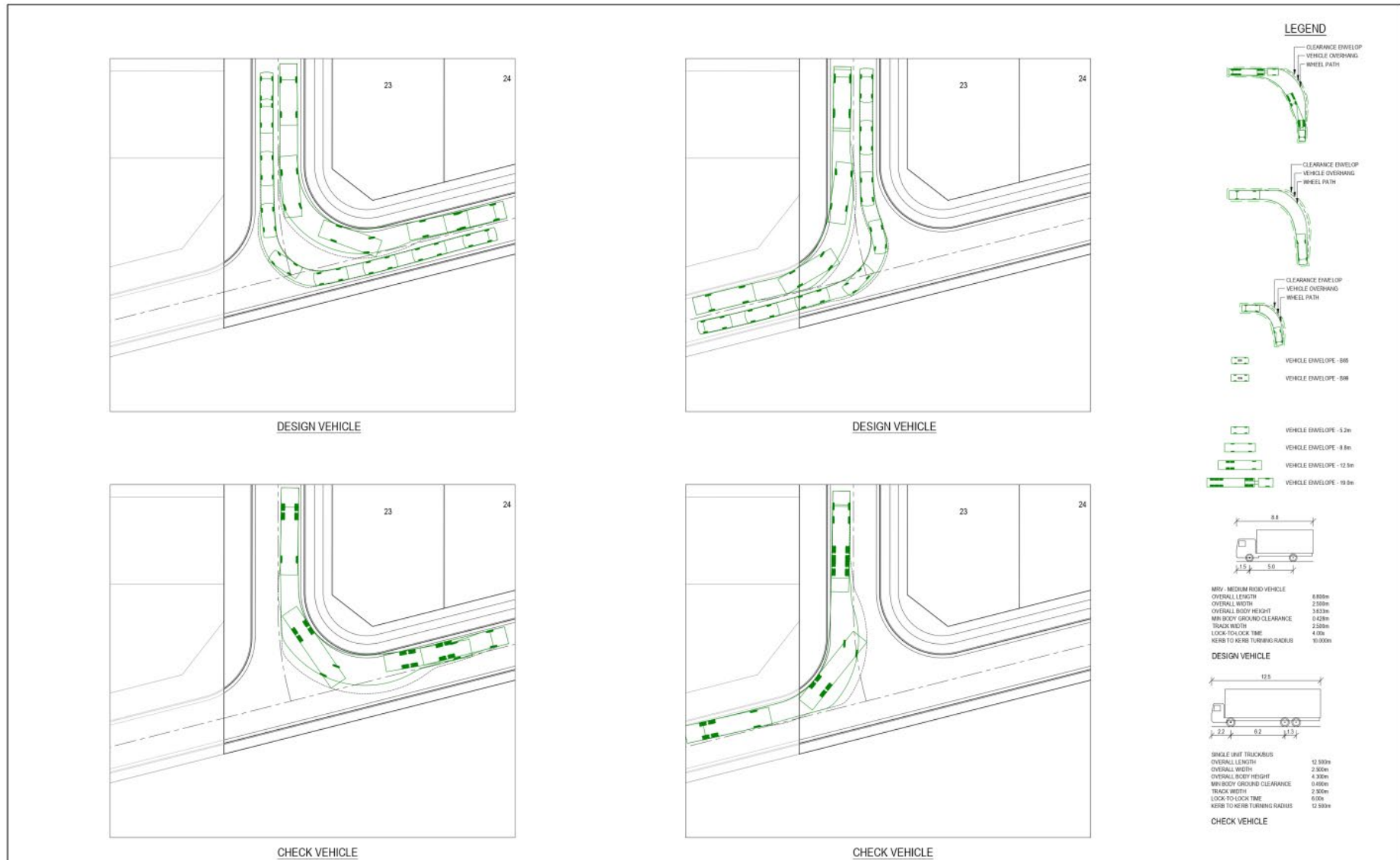
**Bathla**

**MAKER ENG**

DRAWN: MULJEVSKI	DESIGNED: MULJEVSKI
DRAFT CHECK: JAGUSTIN	DESIGN CHECK: JAGUSTIN
APPROVED: JAGUSTIN	
<b>NOT FOR CONSTRUCTION</b>	

RESIDENTIAL SUBDIVISION - CAERLEON MUDGE			
DEVELOPMENT APPLICATION - STAGE 13			
SWEEP PATH ANALYSIS			
LAYOUT PLAN			
DRAWING NUMBER: MKRV036-113-C1702	SHEET NO: 2 OF 6	DWG. SIZE: A1	REVISION: 4

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REV	DATE	DESCRIPTION	APP'D BY
4	18.01.24	ISSUED FOR APPROVAL	MJ JMA
3	14.11.23	ISSUED FOR APPROVAL	MJ JMA
2	12.09.23	ISSUED FOR APPROVAL	MJ JMA
1	21.08.23	ISSUED FOR APPROVAL	MJ JMA

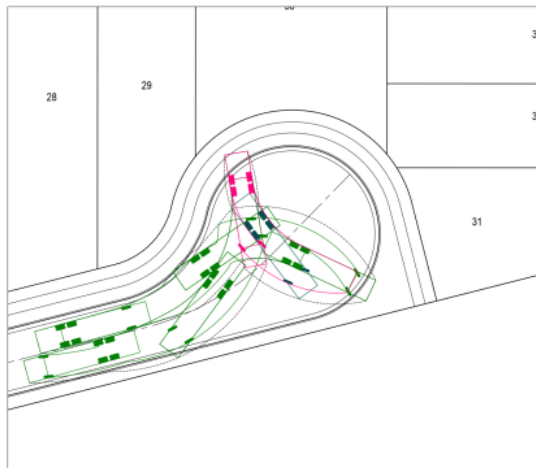


DRAWN: M.ILJEVSKI	DESIGNED: M.ILJEVSKI	RESIDENTIAL SUBDIVISION - CAERLEON MUDGE DEVELOPMENT APPLICATION - STAGE 13 SWEEP PATH ANALYSIS LAYOUT PLAN	
DRAFT CHECK: J.JAGUSTIN	DESIGN CHECK: J.JAGUSTIN		
APPROVED: J.JAGUSTIN			
<b>NOT FOR CONSTRUCTION</b>			
PROJECT NUMBER: MKRV0036-113-C1703	SHEET NO: 3 OF 6	DWG. SIZE: A1	REVISION: 4

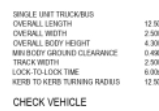
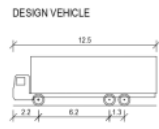
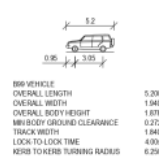
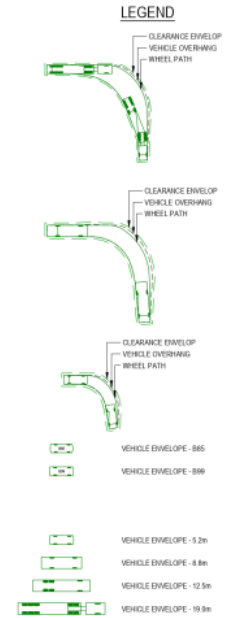
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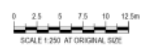


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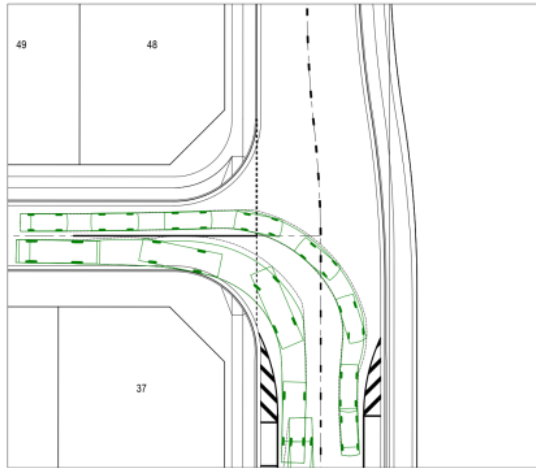
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4	18.01.24	ISSUED FOR APPROVAL	MI	J.M.A.
3	14.11.23	ISSUED FOR APPROVAL	MI	J.M.A.
2	12.09.23	ISSUED FOR APPROVAL	MI	J.M.A.
1	21.08.23	ISSUED FOR APPROVAL	MI	J.M.A.



DRAWN: MILJEVSKI	DESIGNED: MILJEVSKI	RESIDENTIAL SUBDIVISION - CAERLEON MUDGE DEVELOPMENT APPLICATION - STAGE 13 SWEEP PATH ANALYSIS LAYOUT PLAN	DRAWING NUMBER: MKRV036-113-C1704	SHEET NO: 4 OF 6	SCALE: A1	REVISION: 4
DRAFT CHECK: JAGUSTIN	DESIGN CHECK: JAGUSTIN		NOT FOR CONSTRUCTION			
APPROVED: JAGUSTIN						

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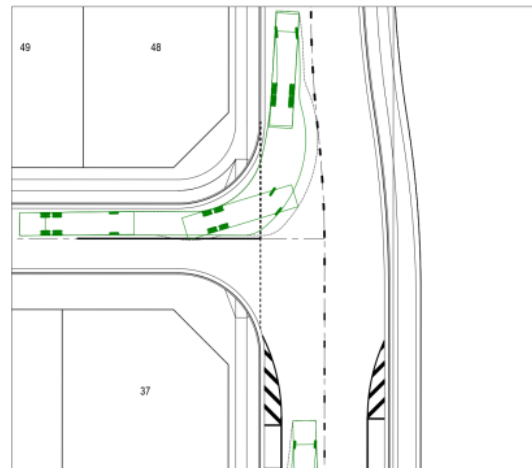
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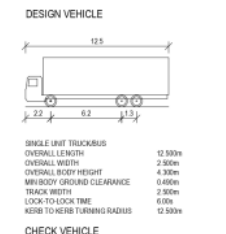
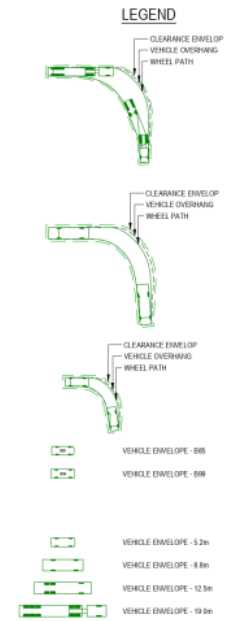
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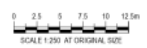


CHECK VEHICLE



CHECK VEHICLE

REV	DATE	DESCRIPTION	APP'D BY
4	18.01.24	ISSUED FOR APPROVAL	MJ JMA
3	14.11.23	ISSUED FOR APPROVAL	MJ JMA
2	12.09.23	ISSUED FOR APPROVAL	MJ JMA
1	21.08.23	ISSUED FOR APPROVAL	MJ JMA

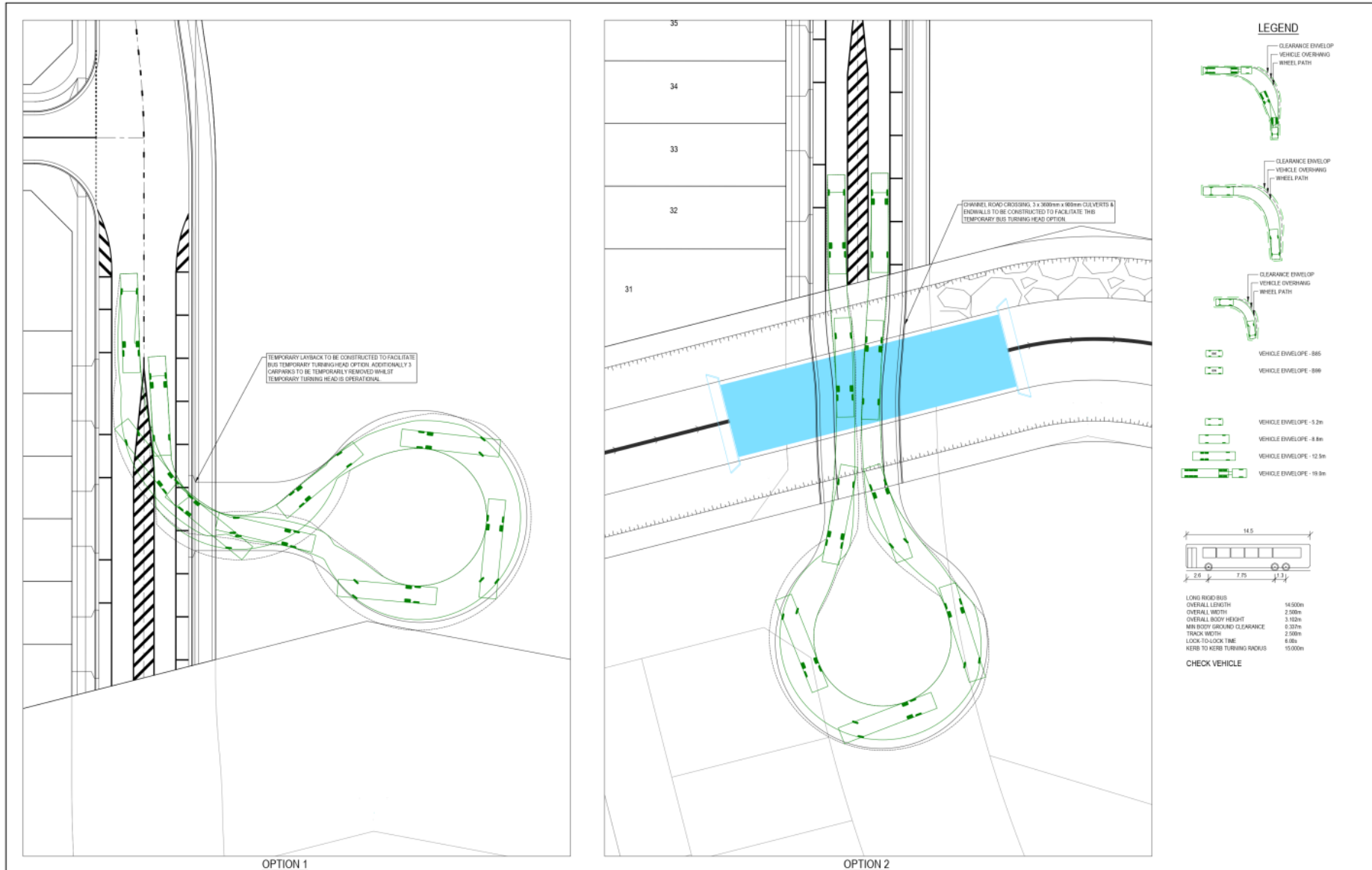


DRAWN: M.ILJEVSKI	DESIGNED: M.ILJEVSKI
DRAFT CHECK: J.JAGUSTIN	DESIGN CHECK: J.JAGUSTIN
APPROVED: J.JAGUSTIN	

RESIDENTIAL SUBDIVISION - CAERLEON MUDGE			
DEVELOPMENT APPLICATION - STAGE 13			
SWEEP PATH ANALYSIS			
LAYOUT PLAN			
DRAWING NUMBER: MKRV0036-113-C1705	SHEET NO: 5 OF 6	DWG. SIZE: A1	REVISION: 4

NOT FOR CONSTRUCTION

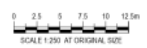
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OPTION 1

OPTION 2

REV	DATE	DESCRIPTION	AMC BY	APP BY
4	18.01.24	ISSUED FOR APPROVAL	MJ	JMA
3	14.11.23	ISSUED FOR APPROVAL	MJ	JMA
2	12.09.23	ISSUED FOR APPROVAL	MJ	JMA
1	21.08.23	ISSUED FOR APPROVAL	MJ	JMA



**Bathla**

**MAKER ENG**

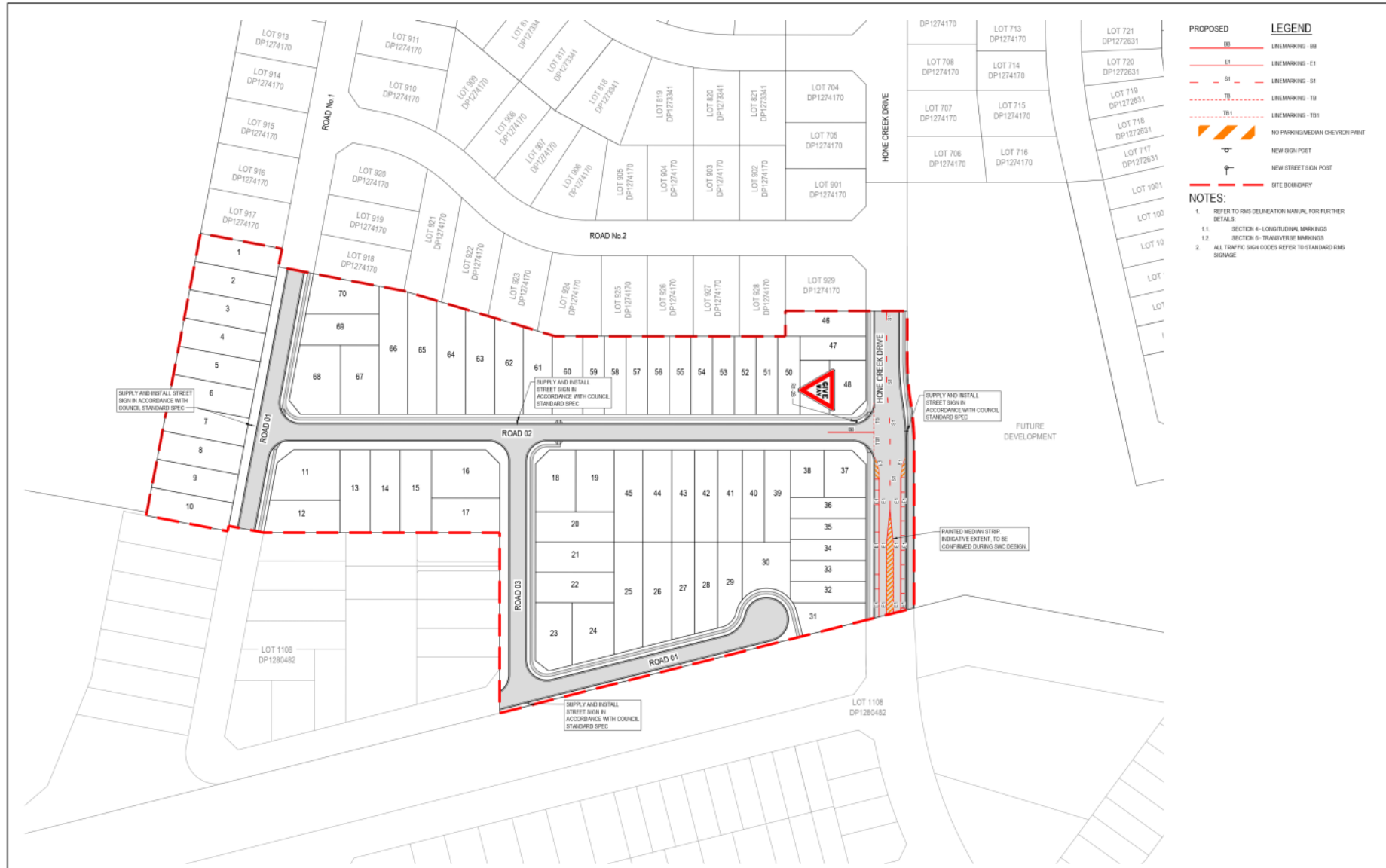
DRAWN: M.ILJEVSKI  
DESIGNED: M.ILJEVSKI  
DRAFT CHECK: J.JAGUSTIN  
DESIGN CHECK: J.JAGUSTIN  
APPROVED: J.JAGUSTIN

RESIDENTIAL SUBDIVISION - CAERLEON MUDGE  
DEVELOPMENT APPLICATION - STAGE 13  
SWEEP PATH ANALYSIS  
LAYOUT PLAN

NOT FOR CONSTRUCTION

DRWING NUMBER: MKRV036-113-C1706  
SHEET NO: 6 OF 6  
SHEET SIZE: A1  
REVISION: 4

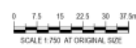
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PROPOSED	LEGEND
BB	LANE MARKING - BB
E1	LANE MARKING - E1
S1	LANE MARKING - S1
TB	LANE MARKING - TB
TB1	LANE MARKING - TB1
[Hatched Box]	NO PARKING/MEDIAN CHEVRON PAINT
[Sign Post Symbol]	NEW SIGN POST
[Sign Post Symbol]	NEW STREET SIGN POST
[Red Dashed Line]	SITE BOUNDARY

- NOTES:**
- REFER TO RMS DELINEATION MANUAL FOR FURTHER DETAILS
  - SECTION 4 - LONGITUDINAL MARKINGS
  - SECTION 6 - TRANSVERSE MARKINGS
  - ALL TRAFFIC SIGN CODES REFER TO STANDARD RMS SIGNAGE

REV	DATE	DESCRIPTION	AMC BY	APP BY
4	18.01.24	ISSUED FOR APPROVAL	MI	JMA
3	14.11.23	ISSUED FOR APPROVAL	MI	JMA
2	12.09.23	ISSUED FOR APPROVAL	MI	JMA
1	21.08.23	ISSUED FOR APPROVAL	MI	JMA



**Bathla**

**MAKER ENG**

DRAWN: M.ILJEVSKI	DESIGNED: M.ILJEVSKI
DRAFT CHECK: J.JAGUSTIN	DESIGN CHECK: J.JAGUSTIN
APPROVED: J.JAGUSTIN	

RESIDENTIAL SUBDIVISION - CAERLEON MUDGE  
 DEVELOPMENT APPLICATION - STAGE 13  
 LOCAL AREA TRAFFIC MANAGEMENT  
 LAYOUT PLAN

DRWING NUMBER: MKRV036-113-C1900

SHEET No.	SPEC. SIZE	REVISION
	A1	4

**NOT FOR CONSTRUCTION**

C:\GIS\user\2201\2201\MKRV036\_Caerleon Mudge\_1302 On Approval\113 Stage 13\036-113-C1900-A1.dwg



## NSW RURAL FIRE SERVICE

Mid-Western Regional Council  
PO Box 156  
MUDGEE NSW 2850

Your reference: CNR-60121 DA0052/2024  
Our reference: DA20230918004116-Original-1

**ATTENTION:** Sarah Hopkins

Date: Friday 20 October 2023

Dear Sir/Madam,

**Integrated Development Application**  
**s100B – Subdivision – Torrens Title Subdivision**  
**26 Hone Creek Drive Caerleon 2850, 701//DP1272630**

I refer to your correspondence dated 20/09/2023 seeking general terms of approval for the above Integrated Development Application.

The New South Wales Rural Fire Service (NSW RFS) has considered the information submitted. General Terms of Approval, under Division 4.8 of the *Environmental Planning and Assessment Act 1979*, and a Bush Fire Safety Authority, under section 100B of the *Rural Fires Act 1997*, are now issued subject to the following conditions:

### Asset Protection Zones

***The intent of measure is to provide sufficient space and maintain reduced fuel loads to ensure radiant heat levels at the buildings are below critical limits and prevent direct flame contact.***

1. At the issue of a subdivision certificate, and in perpetuity the entirety of the proposed residential lots must be maintained as an inner protection area in accordance with the requirements of Appendix 4 of *Planning for Bush Fire Protection 2019*.

When establishing and maintaining an inner protection area, the following requirements apply:

- tree canopy cover should be less than 15% at maturity;
- trees at maturity should not touch or overhang the building;
- lower limbs should be removed up to a height of 2 m above the ground;
- tree canopies should be separated by 2 to 5 m;
- preference should be given to smooth-barked and evergreen trees;
- large discontinuities or gaps in the shrubs layer should be provided to slow down or break the progress of fire towards buildings;
- shrubs should not be located under trees;
- shrubs should not form more than 10% ground cover;
- clumps of shrubs should be separated from exposed windows and doors by a distance of at least twice the height of the vegetation;
- grass should be kept mown (as a guide, grass should be kept to no more than 100mm in height); and

1

#### Postal address

NSW Rural Fire Service  
Locked Bag 17  
GRANVILLE NSW 2142

#### Street address

NSW Rural Fire Service  
4 Murray Rose Ave  
SYDNEY OLYMPIC PARK NSW 2127

T (02) 8741 5555  
F (02) 8741 5550  
[www.rfs.nsw.gov.au](http://www.rfs.nsw.gov.au)

- leaves and vegetation debris should be removed regularly.

2. At the issue of subdivision certificate, a section 88B easement under the *Conveyancing Act 1919* is to be created. The easement is to restrict the construction of any habitable part of a building within 10 metres from the western boundaries of lots 1 - 10. The easement is to ensure the lot accommodates the required Asset Protection Zones (APZs) for the future dwelling located on the lot. The name of authority empowered to release, vary, or modify any instrument must be Council.

3. At the issue of a subdivision certificate, a suitably worded instrument(s) must be created pursuant to section 88B of the *Conveyancing Act 1919* over Lot 1108 DP1280482 for a distance of 50m to the south of Lots 10, 12-30 to ensure its management as a inner protection area in accordance with Appendix 4 of *Planning for Bush Fire Protection 2019*.

The instrument may be lifted upon commencement of any future proposed development on the adjoining land, but only if the bush fire hazard is removed as part of the proposal. The name of authority empowered to release, vary, or modify the instrument must be Mid-Western Regional Council.

4. Landscaping within the required asset protection zone must comply with Appendix 4 of *Planning for Bush Fire Protection 2019*. In this regard, the following principles are to be incorporated:

- A minimum 1 metre wide area (or to the property boundary where the setbacks are less than 1 metre), suitable for pedestrian traffic, must be provided around the immediate curtilage of the building;
- Planting is limited in the immediate vicinity of the building;
- Planting does not provide a continuous canopy to the building (i.e. trees or shrubs are isolated or located in small clusters);
- Landscape species are chosen to ensure tree canopy cover is less than 15% (IPA), and less than 30% (OPA) at maturity and trees do not touch or overhang buildings;
- Avoid species with rough fibrous bark, or which retain/shed bark in long strips or retain dead material in their canopies;
- Use smooth bark species of trees species which generally do not carry a fire up the bark into the crown;
- Avoid planting of deciduous species that may increase fuel at surface/ ground level (i.e. leaf litter);
- Avoid climbing species to walls and pergolas;
- Locate combustible materials such as woodchips/mulch, flammable fuel stores away from the building;
- Locate combustible structures such as garden sheds, pergolas and materials such as timber garden furniture away from the building; and
- Low flammability vegetation species are used.

#### Access – Public Roads

***The intent of measure is to provide safe operational access to structures and water supply for emergency services, while residents are seeking to evacuate from an area.***

5. Access roads must comply with the following general requirements of Table 5.3b of *Planning for Bush Fire Protection 2019* and the following:

- subdivisions of three or more allotments have more than one access in and out of the development;
- traffic management devices are constructed to not prohibit access by emergency services vehicles;
- maximum grades for sealed roads do not exceed 15 degrees and an average grade of not more than 10 degrees or other gradient specified by road design standards, whichever is the lesser gradient;
- dead end road no. 3 must incorporate a minimum 12 metres outer radius turning circle, and are clearly sign posted as a dead end;
- temporary dead end road no. 1 and Hone Creek Drive must comply with Figure A3.3 of PBP 2019
- one way only public access roads are no less than 3.5 metres wide and have designated parking bays with hydrants located outside of these areas to ensure accessibility to reticulated water for fire suppression;
- the capacity of perimeter and non-perimeter road surfaces and any bridges/causeways is sufficient to carry fully loaded firefighting vehicles (up to 23 tonnes); bridges/causeways are to clearly indicate load rating;



- hydrants are located outside of parking reserves and road carriageways to ensure accessibility to reticulated water for fire suppression;
- hydrants are provided in accordance with the relevant clauses of AS 2419.1:2021 - *Fire hydrant installations System design, installation and commissioning*; and
- there is suitable access for a Category 1 fire appliance to within 4m of the static water supply where no reticulated supply is available.

6. Non-perimeter roads must comply with the general requirements of Table 5.3b of *Planning for Bush Fire Protection 2019* and the following:

- minimum 5.5m carriageway width kerb to kerb;
- parking is provided outside of the carriageway width;
- hydrants are located clear of parking areas;
- roads are through roads, and these are linked to the internal road system at an interval of no greater than 500m;
- curves of roads have a minimum inner radius of 6m;
- the road crossfall does not exceed 3 degrees; and
- a minimum vertical clearance of 4m to any overhanging obstructions, including tree branches, is provided.

#### **Water and Utility Services**

***The intent of measure is to provide adequate services of water for the protection of buildings during and after the passage of a bush fire, and to locate gas and electricity so as not to contribute to the risk of fire to a building.***

7. The provision of water, electricity and gas must comply with the following in accordance with Table 5.3c of *Planning for Bush Fire Protection 2019*:

- reticulated water is to be provided to the development where available;
- fire hydrant, spacing, design and sizing complies with the relevant clauses of Australian Standard AS 2419.1:2021;
- hydrants are not located within any road carriageway;
- reticulated water supply to urban subdivisions uses a ring main system for areas with perimeter roads;
- fire hydrant flows and pressures comply with the relevant clauses of AS 2419.1:2021;
- all above-ground water service pipes are metal, including and up to any taps;
- where practicable, electrical transmission lines are underground;
- where overhead, electrical transmission lines are proposed as follows:
  - lines are installed with short pole spacing (30m), unless crossing gullies, gorges or riparian areas; and
  - no part of a tree is closer to a power line than the distance set out in accordance with the specifications in ISSC3 Guideline for Managing Vegetation Near Power Lines.
- reticulated or bottled gas is installed and maintained in accordance with AS/NZS 1596:2014 - The storage and handling of LP Gas, and the requirements of relevant authorities, and metal piping is used;
- all fixed gas cylinders are kept clear of all flammable materials to a distance of 10m and shielded on the hazard side;
- connections to and from gas cylinders are metal; polymer-sheathed flexible gas supply lines are not used; and
- above-ground gas service pipes are metal, including and up to any outlets.

#### **General Advice – Consent Authority to Note**

Future development application lodged for land in this subdivision may be subject to the requirements of *Planning for Bush Fire Protection 2019*. Provision of Asset Protection Zones within the lots boundaries and construction to AS3959 2018 *Construction of Buildings in Bushfire Prone Areas* standards may be required. In this regard it is noted that the subdivision assessment has been based on a performance solution-using bush fire attack modelling and woodland fuel loads set out in *Planning for Bush Fire Protection 2019*. Future dwelling proposals within Lots 1 - 10 may need to adopt a similar performance solution to determine construction requirements and will not qualify as complying development.

For any queries regarding this correspondence, please contact Nicole Van Dorst on 1300 NSW RFS.

Yours sincerely,

Kalpana Varghese  
**Manager Planning & Environment Services**  
**Built & Natural Environment**



NSW RURAL FIRE SERVICE

# BUSH FIRE SAFETY AUTHORITY

Subdivision – Torrens Title Subdivision  
26 Hone Creek Drive Caerleon 2850, 701//DP1272630  
RFS Reference: DA20230918004116-Original-1  
Your Reference: CNR-60121 DA0052/2024

This Bush Fire Safety Authority is issued on behalf of the Commissioner of the NSW Rural Fire Service under s100b of the Rural Fires Act (1997) subject to the attached General Terms of Approval.

This authority confirms that, subject to the General Terms of Approval being met, the proposed development will meet the NSW Rural Fire Service requirements for Bush Fire Safety under *s100b of the Rural Fires Act 1997*.

**Kalpana Varghese**

Manager Planning & Environment Services  
Built & Natural Environment

Friday 20 October 2023





*Looking After  
our Community*

PLANNING PROPOSAL  
GULGONG – HEIGHT  
OF BUILDINGS

1 FEBRUARY 2024

MID-WESTERN REGIONAL COUNCIL  
STRATEGIC PLANNING

■ ■ ■ ■ ■ TOWARDS 2030



STRATEGIC PLANNING |  
**PLANNING PROPOSAL**  
GULGONG – HEIGHT **OF BUILDINGS**

Version	Date	Notes
V001	February 2024	Draft PP reported to Council – February 2024

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## Overview

### Introduction

The Planning Proposal seeks to amend Mid-Western Regional Local Environmental Plan 2012 (MWRLEP 2012) to increase the maximum height of buildings for development in the Gulgong locality from 5m to 5.5m. The Planning Proposal explains the intent of, and justification for, the proposed amendments to MWRLEP 2012.

The Planning Proposal is to implement the following changes to the MWRLEP 2012:

- o Amend the building heights by amending the relevant Height of Building Maps (HOB\_005B; HOB\_005C; HOB\_005E) from 5m to 5.5m.

The intent of the Planning Proposal is not to alter the built form or increase the intensity or density of development in the subject area, but to achieve a reasonable development outcome for infill development. The current 5m maximum building height is considered restrictive,

The proposal has been prepared in accordance with Section 3.32 and 3.33 of the *Environmental Planning and Assessment Act 1979* (the Act) and the relevant Department of Planning, Housing and Infrastructure (Department), *Local Environmental Plan Making Guideline*, August 2023.

### Background

MWRLEP 2012 came into effect on 10 August 2012. MWRLEP 2012 is the consolidation of the previous planning controls into one local environmental plan. It is also a translation of those controls into the NSW Government's Standard Instrument Principal Local Environmental Plan.

The subject area chiefly falls within the Gulgong Heritage Conservation area. The subject area contains a mix of zones listed below:

- C3 Environmental Management
- SP2 Infrastructure
- R1 General Residential
- R2 Low Density Residential
- E1 Local Centre
- E3 Productivity Support
- E4 General Industrial
- MU1 Mixed Use
- RE1 Public Recreation
- RE2 Private Recreation

The subject area has a maximum building height of 5m, allowing low rise development that respects the heritage significance of the Gulgong Heritage Conservation area.

Council consistently receives a number of development applications that do not meet the 5m maximum height limit but propose acceptable development and are compliant with the provisions of *Clause 5.10 Heritage Conservation*. The development applications are accompanied by detailed justification as to why the development standard is unreasonable, consistent with the provisions of *Clause 4.6 Exception to development standards*. Any application that is accompanied by a Clause 4.6 variation cannot be determined under delegation by Council officers and is referred to Council.

With the number of development applications seeking a Clause 4.6 Variation, Council has taken the opportunity to review the 5m maximum height provision and has determined that the development control could be modestly increased to provide for a favourable built form outcome in an urban infill setting while still respecting the rich heritage fabric of the Gulgong locale. The subject area is the only locality within the LGA that has such a restrictive maximum height limit, including the other three conservation areas of Kandos, Mudgee and Rlystone that all have a maximum height limit of 8.5m. It is therefore considered that the subject area should be amended to increase the maximum height from 5m to 5.5m.

## Part 1 – Objectives or Intended Outcome

### Objectives

The objective of the Planning Proposal is to amend the MWRLEP 2012 to provide for a maximum increased building height to accommodate reasonable development outcomes for infill development in the subject area.

### Intended Outcomes

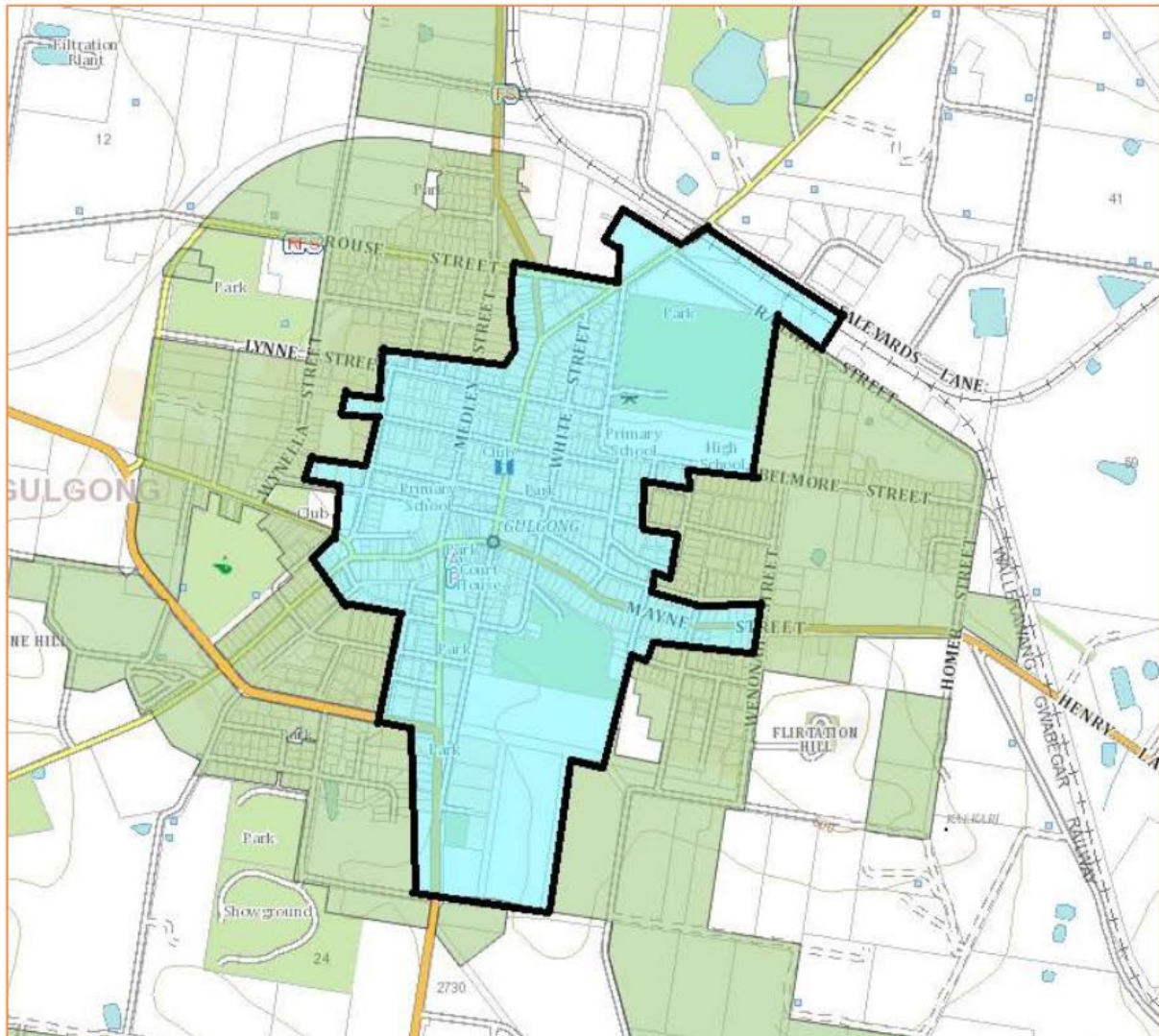
The intended outcomes of the Planning Proposal are to:

- increase maximum building heights in the Gulgong locality to better reflect a reasonable outcome for infill development, whilst still respecting the heritage fabric of the Gulgong Heritage Conservation Area.
- amend the relevant Mid-Western Regional Local Environmental Plan 2012 Height of Building maps.

### Land to which the Planning Proposal applies

The land to which the planning proposal applies (subject area) is highlighted light blue and demonstrated in Figure 1 below.

The subject area is generally contained within the Gulgong heritage conservation area.



**Figure 1: Planning Proposal subject area** – highlighted blue and outlined in black (Source: adapted from the NSW Planning Portal)

## Site context and setting

Gulgong is a vibrant, historic goldmining town located approximately 28km north of Mudgee.

The subject area is chiefly within the Gulgong Heritage Conservation area (Local significance). The proposed amendment to allow a maximum building height of 5.5m would still require compliance with *Clause 5.10 Heritage Conservation* (MWRLEP 2012) to ensure, amongst other things, the conservation of heritage items and heritage conservation areas, including associated heritage fabric, settings and views.

## Part 2 – Explanation of Provisions

The objectives and intended outcomes as described in Part 1 will be achieved by amending the Mid-Western Regional Local Environmental Plan 2012 Height of Building (HOB) maps - HOB\_005B; HOB\_005C and HOB\_005E - from 5m to a maximum building height of 5.5m.

The intent of increasing the maximum building height is not to intensify built form or increase densities but to provide a reasonable outcome for existing infill development. Figure 2 and Figure 3 below demonstrate the existing and proposed Height of Building maps.

The Planning Proposal is a map only amendment. No amendments to the written provisions are proposed.

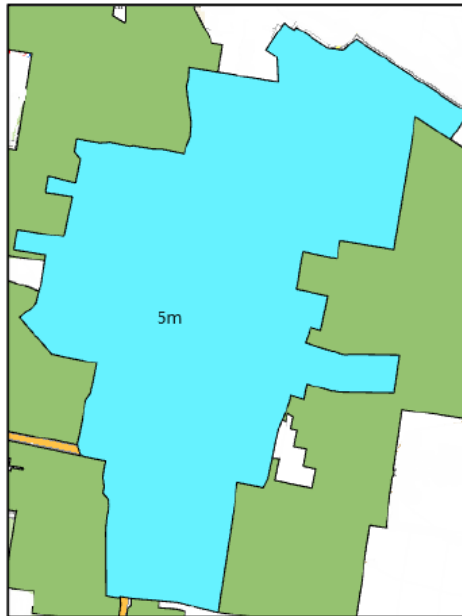


Figure 2: Existing – Height of Building

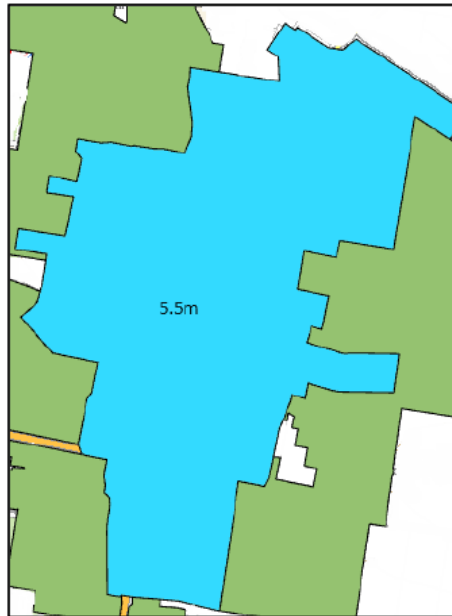


Figure 3: Proposed – Height of Building



## Part 3 – Justification

### Section A - Need for the Planning Proposal

**Q1: Is the planning proposal the result of an endorsed LSPS, strategic study or report?**

No. The Planning Proposal is not the result of an endorsed LSPS, strategic study or report however, it is consistent with the recommendations, goals and priorities of the Our Place 2040 – Mid-Western Regional LSPS. Specifically Planning Priority 2 *Making available diverse, sustainable, adaptable and affordable housing options through effective land use planning.*

**Q2: Is the planning proposal the best means of achieving the objectives or outcomes, or is there a better way?**

The Planning Proposal is the best and only means of amending the Height of Building map within the MWRLEP 2012 and achieve the intended outcomes and objectives of the Planning Proposal.

The proposed amendment will be further supported by a review of the building height provision of Mid-Western Regional Development Control Plan 2013.

### Section B - Relationship to Strategic Framework

**Q3: Will the planning proposal give effect to the objectives and actions of the applicable regional or district plan or strategy?**

Yes, the Planning Proposal will give effect of the Central Western and Orana Regional Plan 2041.

STRATEGY	DIRECTION/ACTION/OBJECTIVE - COMMENT
Central West and Orana Regional Plan 2041	<i>Objective 14: Plan for diverse affordable, resilient and inclusive housing.</i>  The Planning Proposal will assist in ensuring infill development in the subject area is an attractive option for the community.  <i>Strategy 14.1 (part) improve certainty of development outcomes and streamline development processes.</i>  The Planning Proposal will remove the need for inconsistencies with <i>Clause 4.6 Exception to development standards.</i>

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**Q4: Is the planning proposal consistent with a council LSPS that has been endorsed by the Planning Secretary or GSC, or another endorsed local strategy or strategic plan?**

The Planning Proposal is consistent with Council's Toward's 2040 and Our Place 2040, Local Strategic Planning Statement. Specifically **Planning Priority 2 Making available diverse, sustainable, adaptable and affordable housing options through effective land use planning.**

**Q5: Is the planning proposal consistent with any other applicable State and regional studies or strategies?**

The Planning Proposal is minor in terms of broader State and regional strategies. Whilst no studies or strategies specifically relate to the Planning Proposal, there is nothing that the Planning Proposal is inconsistent with.

**Q6: Is the planning proposal consistent with applicable SEPPs?**

Yes. An analysis of the applicable State Environmental Planning Policies (SEPP's) is included in the following table.

SEPP TITLE	PLANNING PROPOSAL CONSISTENCY
SEPP (Biodiversity and Conservation) 2021	Yes - The Planning Proposal will not impede the ongoing implementation of the provisions of the SEPP.
SEPP (Sustainable Buildings) 2022	Yes - The Planning Proposal is consistent with the SEPP and will not impede the ongoing implementation of the provisions of the SEPP.
SEPP (Exempt & Complying Development Codes) 2008	Future development application would need to address the SEPP. Yes - The Planning Proposal is consistent with the SEPP and will not impede the ongoing implementation of the provisions of the SEPP.
SEPP (Housing) 2021	Yes - The Planning Proposal is consistent with the SEPP and will not impede the ongoing implementation of the provisions of the SEPP
SEPP (Industry and Employment) 2021	Yes - The Planning Proposal is consistent with the SEPP and will not impede the ongoing implementation of the provisions of the SEPP.
SEPP No 65 – Design and Quality of Residential Apartment Development	Not applicable.
SEPP (Planning Systems) 2021	Yes - The Planning Proposal is consistent with the SEPP and will not impede the ongoing implementation of the provisions of the SEPP.
SEPP (Precincts – Central River City) 2021	Not applicable.
SEPP (Precincts – Eastern Harbour City) 2021	Not applicable.
SEPP (Precincts – Regional) 2021	Yes - The Planning Proposal is consistent with the SEPP and will not impede the ongoing implementation of the provisions of the SEPP.
SEPP (Precincts – Western Parkland City) 2021	Not applicable.
SEPP (Primary Production) 2021	Yes - The Planning Proposal is consistent with the SEPP and will not impede the ongoing implementation of the provisions of the SEPP.
SEPP (Resilience and Hazards) 2021	Yes - The Planning Proposal is consistent with the SEPP and will not impede the ongoing implementation of the provisions of the SEPP.
	Contamination and remediation to be considered at the

SEPP TITLE	PLANNING PROPOSAL CONSISTENCY
	development application stage with the consideration of specific sites.
SEPP (Resources and Energy) 2021	Yes - The Planning Proposal is consistent with the SEPP and will not impede the ongoing implementation of the provisions of the SEPP.
SEPP (Transport and Infrastructure) 2021	Yes - The Planning Proposal is consistent with the SEPP and will not impede the ongoing implementation of the provisions of the SEPP.

### Q7: Is the planning proposal consistent with applicable Ministerial Directions (section 9.1 Directions)?

These directions apply to planning proposals lodged with the Department on or after the date the particular direction was issued and commenced.

Detailed in the table below are the directions issued by the Minister for Planning to relevant planning authorities under section 9.1(2) of the *Environmental Planning and Assessment Act 1979*.

DIRECTION	PLANNING PROPOSAL CONSISTENCY
<b>Focus area 1: Planning Systems</b>	
1.1 – Implementation of Regional Plan	Consistent with Regional Plan as detail above.
1.2 - Development of Aboriginal Land Council land	Not applicable.
1.3 - Approval and Referral Requirements	The proposed amendments do not include the requirements for approvals or referrals.
1.4 - Site Specific Provisions	Not applicable, as the proposed amendments are not site specific.
1.4A – Exclusion of Development Standards from Variation	Not applicable.
1.5 - Parramatta Road Corridor Urban Transformation Strategy	Not applicable.
1.6 - Implementation of North West Priority Growth Area Land Use and Infrastructure Implementation Plan	Not applicable.
1.7 - Implementation of Greater Parramatta Priority Growth Area Interim Land Use and Infrastructure Implementation Plan	Not applicable.
1.8 - Implementation of Wilton Priority Growth Area Interim Land Use and Infrastructure Implementation Plan	Not applicable.
1.9 - Implementation of Glenfield to Macarthur Urban Renewal Corridor	Not applicable.
1.10 - Implementation of the Western Sydney Aerotropolis Plan	Not applicable.
1.11 - Implementation of Bayside West Precincts 2036 Plan	Not applicable.
1.12 - Implementation of Planning Principles for the Cooks Cove Precinct	Not applicable.
1.13 - Implementation of St Leonards and Crows Nest 2036 Plan	Not applicable.
1.14 - Implementation of Greater Macarthur 2040	Not applicable.
1.15 - Implementation of the Pyrmont Peninsula Place Strategy	Not applicable.
1.16 - North West Rail Link Corridor Strategy	Not applicable.
1.17 - Implementation of the Bays West Place Strategy	Not applicable.
1.18 – Implementation of the Macquarie Park Innovation Precinct	Not applicable.
1.19 – Implementation of Westmead Place Strategy	Not applicable.

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DIRECTION	PLANNING PROPOSAL CONSISTENCY
1.20 – Implementation of Camellia-Rosehill Place Strategy	Not applicable.
1.21 – Implementation of South West Growth Area Structure Plan	Not applicable.
1.22 - Implementation of Cherrybrook Station Place Strategy	Not applicable.
<b>Focus area 2: Design and Place</b>	
-	
<b>Focus area 3: Biodiversity and Conservation</b>	
3.1 - Conservation Zones	Consistent.
3.2 - Heritage Conservation	Consistent.
3.3 - Sydney Drinking Water Catchments	Not applicable.
3.4 - Application of C2 and C3 Zones and Environmental Overlays in Far North Coast LEPs	Not applicable.
3.5 - Recreation Vehicle Areas	Not applicable.
3.6 - Strategic Conservation Planning	Not applicable.
3.7 – Public Bushland	Not applicable.
3.8 – Willandra Lakes	Not applicable
3.9 – Sydney Harbour Foreshore and Waterways	Not applicable
3.10 – Water Catchment Protection	Not applicable
<b>Focus area 4: Resilience and Hazards</b>	
4.1 - Flooding	Consistent
4.2 - Coastal Management	Not applicable.
4.3 - Planning for Bushfire Protection	Consistent
4.4 - Remediation of Contaminated Land	Consistent
4.5 - Acid Sulfate Soils	Consistent
4.6 - Mine Subsidence and Unstable Land	Consistent
<b>Focus area 5: Transport and Infrastructure</b>	
5.1 - Integrating Land Use and Transport	Not applicable.
5.2 - Reserving Land for Public Purposes	Not applicable.
5.3 - Development Near Regulated Airports and Defence Airfields	Not applicable
5.4 - Shooting Ranges	Not applicable
<b>Focus area 6: Housing</b>	
6.1 - Residential Zones	Consistent
6.2 - Caravan Parks and Manufactured Home Estates	Not applicable
<b>Focus area 7: Industry and Employment</b>	
7.1 - Business and Industrial Zones	Consistent
7.2 - Reduction in non-hosted short-term rental accommodation period	Not applicable.
7.3 - Commercial and Retail Development along the Pacific Highway, North Coast	Not applicable.
<b>Focus area 8: Resources and Energy</b>	
8.1 - Mining, Petroleum Production and Extractive Industries	Consistent
<b>Focus area 9: Primary Production</b>	
9.1 - Rural Zones	Not applicable

DIRECTION	PLANNING PROPOSAL CONSISTENCY
9.2 - Rural Lands	Consistent
9.3 - Oyster Aquaculture	Not applicable.
9.4 - Farmland of State and Regional Significance on the NSW Far North Coast	Not applicable.

## Section C - Environmental, Social and Economic Impact

**Q8: Is there any likelihood that critical habitat or threatened species, populations or ecological communities, or their habitats, will be adversely affected as a result of the proposal?**

The proposal to increase maximum building heights will not have any direct adverse impacts on critical habitat or threatened species, populations or ecological communities, or their habitats. Site specific constraints will be considered during the assessment of any future development applications within the subject area.

**Q9: Are there any other likely environmental effects as a result of the planning proposal and how are they proposed to be managed?**

As set out in Department’s *Local Environmental Plan Making Guideline* (August 2023), the purpose of this question is to ascertain the likely environmental effects that may be relevant. The nature of the planning proposal is such that no technical information is required.

**Q10: How has the planning proposal adequately addressed any social and economic effects?**

The subject area is chiefly within the Gulgong Heritage Conservation area (Local significance). The proposed amendment to allow a maximum building height of 5.5m would still require compliance with *Clause 5.10 Heritage Conservation* (MWRLEP 2012) to ensure, amongst other things, the conservation of heritage items and heritage conservation areas, including associated heritage fabric, settings and views.

The subject area is the only area within the LGA that has such a restrictive maximum height limit, including the other three conservation areas of Kandos, Mudgee and Rlystone that all have a maximum height limit of 8.5m. No other areas within the LGA have such a restrictive maximum height limit. It is therefore considered that the modest increase to the maximum height to 5.5m is reasonable.

Council’s Heritage adviser supports the Planning Proposal and offers the following comments:

*In my opinion the proposed increase to 5.5m will achieve this purpose without adverse impacts on the heritage significance of the conservation area or of listed items within it. Indeed it could and enhance heritage outcomes. For example, number of listed and contributory items have steeply pitched roofs, the upper parts of which would be over 5 metres*

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*high. The higher limit could facilitate more sympathetic extensions in certain circumstances.*

*It would probably be just possible to construct a flat roofed two-storey building on a level site within a 5.5 m height limit without resorting to excavation, and such a building could be quite unsympathetic. However, such a building could not be constructed as complying development in the conservation area, and would not comply with the heritage provisions of the local environmental plan and development control plan. It would therefore be most unlikely to be granted consent under delegation.*

The provision of Clause 4.3 will remain unchanged.

**4.3 Height of buildings**

(1) *The objectives of this clause are as follows—*

*(a) to establish a maximum height limit to which buildings can be designed in particular locations,*

*(b) to enable infill development that is of similar height to existing buildings and that is consistent with the heritage character of the towns of Mudgee, Gulgong, Kandos and Rylstone.*

(2) *The height of a building on any land is not to exceed the maximum height shown for the land on the [Height of Buildings Map](#).*

Consistency with the heritage character of Gulgong will still need to be addressed at the Development Application stage as well as having sympathetic regard to existing buildings and the fabric of the locality.

**Q11: Is there adequate public infrastructure for the planning proposal?**

Not applicable as the Planning Proposal will not trigger an upgrade or reliance on public infrastructure as the intent is not to increase the intensity or density of development in the subject area.

**Q12: What are the views of state and federal public authorities and government agencies consulted in order to inform the Gateway determination?**

The views of state and federal public authorities and government agencies were not sought prior to Gateway determination due to the nature of the Planning Proposal.

## Part 4 – Mapping

The Planning Proposal is a map only amendment. Maps submitted to the Department post Gateway determination will be consistent with the Department's *Standard Technical Requirements for Spatial Datasets and Maps*.

The following maps will be subject to amendments:

- HOB\_005B – 5270\_COM\_HOB\_005B\_010\_20120619
- HOB\_005C - 5270\_COM\_HOB\_005C\_010\_20130702
- HOB\_005E - 5270\_COM\_HOB\_005E\_010\_20120619

STRATEGIC PLANNING |  
PLANNING PROPOSAL  
GULGONG – HEIGHT OF BUILDINGS

## Part 5 – Community Consultation

Community consultation has not been carried out prior to the preparation of the Planning Proposal.

The Planning Proposal is considered 'standard' in accordance with the Department's *Local Environmental Plan Making Guideline* (August 2023) and requires a public exhibition period of 20 days.

Public exhibition will be undertaken in accordance with any issued Gateway Determination.



## Part 6 – Project Timeline

The Planning Proposal is a minor amendment to the *Mid-Western Local Environmental Plan 2012* and should be able to be achieved within 6-9 months of the date of the Gateway Determination.

### Proposed Timeline

MILESTONE	DATE
Gateway Determination	March 2024
Completion of Technical Information	N/A
Agency Consultation	April 2024
Public Exhibition	April 2024
Consideration of Submissions	May 2024
Legal Drafting & Opinion (incl Mapping)	May 2024
Finalisation	June 2024

# COMMUNITY GRANTS



## Application Form

### APPLICANTS DETAILS

Name of Organisation	Mudgee Aeroclub
Contact Person	Mr Rob Duffy
Address	[Redacted]
Email	[Redacted]
ABN	[Redacted]
Bank Account Name	[Redacted]
BSB	[Redacted]
Account Number	[Redacted]

### PROJECT / ACTIVITY DETAILS

Name of Project / Activity	Replacement of Aeroclub Roof	
Amount of funding requested	\$18,800 (the Aeroclub will also contribute \$6,000)	
Start and Finish date	START (click to tick)	FINISH (click to tick)
	1 October 2023	23 December 2023
Briefly, describe Project / Activity	The Mudgee Aeroclub has been at the centre of aviation at Mudgee Airport and across our region for over 75 years. The Aeroclub nurtures private and volunteer pilots and general aviation from the old Bowling Club building relocated to the current site at Mudgee Airport in the late 1950s. The club house roof leaks and we are applying for our first ever grant to replace it.	



ADDRESS CRITERIA

How will your project benefit the Mid-Western Region Community?

(Note: limited number of characters)

The Mid Western region boasts a growing aviation community and is becoming a destination of choice for visiting pilots. The Club actively serves the local aviation community, supports volunteer pilots working for eg Angel Flight and the RFS, and provides safety and networking activities for local pilots. The Aeroclub is working to expand its membership, regional engagement and continues to provide dedicated safety and information sessions. The Aeroclub is also working to grow aviation tourism across our region and foster next generation pilots building on the pioneering contribution of legendary Aeroclub members such as George Campbell and Tim Loneragan who were aviation trailblazers. The club serves as HQ during the biennial Wings, Wheels and Wine Airshows. Local community groups such as the Mudgee Quilting group and U3A use the clubhouse. When it rains our roof leaks and dampens events.

What is the expected amount of resident participation?

(Please provide no. of estimated participants)

(Note: limited number of characters)

Regular monthly club activities and visitors: 250 to 350  
 Social BBQs for local pilots and families and visiting Aeroclubs: 40 to 50 per brunch (bi-monthly)  
 Major events: 500 plus per event eg WWW Airshows  
 CASA, Air Services and Aeroclub safety briefings: 20 to 25 local attendees per session  
 Accommodation for visiting pilots and aerobatic teams: 20 per month as well as emergency accommodation for pilots stranded due to bad weather  
 Mudgee Quilters Group: 50 per month  
 Club is used by Mudgee Air League and Australian Womens Pilots Association, National Parks and Wildlife (for training), specialist Aviation Medical Examiner for local pilots (monthly)  
 The Club provides a car for visiting pilots, medical and other professionals.

What level of consultation and collaboration with other local groups has your organisation undertaken?

(ie what other local community groups are or will be involved in this project?)

(Note: limited number of characters)

The Mudgee Aeroclub enjoys a close association with:  
 Rylstone Airport Community  
 Mudgee Hangar House  
 Local RFS  
 Mudgee Commercial Helicopters  
 Mudgee Quilters Group and Cudgegong Cruisers  
 The Hon. Dugald Saunders, Local State Member  
 Mudgee Airport Manager and ARO  
 Mudgee Air League  
 Letters of support from some of these groups are attached.

Outline your organisation's capacity to deliver the Project / Activity OR describe previous experiences.

(Note: limited number of characters)

In recent years our members have funded and provided a new kitchen and alfresco deck at the Clubhouse, concreted floors in two older hangers, all of which were delivered on budget and to a high quality.  
 The Aeroclub has bought and is currently constructing a new hangar to provide greater capacity for Aeroclub members to have planes under cover and encourage visiting pilots to use Mudgee Airport as a base. Because the club has never received any external funding, projects are always delivered on or under budget as our members use their expertise, time and equipment to save money. The Club will contribute \$6,000 towards the roof replacement and with a Community Grant of \$18,800 we will deliver this project on time and on budget. As a not for profit organisation the Club is proud of its track record in this regard.



Project Income	Community Grant (amount sought from Council)	\$ 18,800.00
	Expected Sales Revenue i.e. Entry Fee, Membership Sales	Nil
	Other Income	
<b>TOTAL INCOME</b>		<b>\$ 18,800.00</b>

List proposed cash expenditure (provide copies of quotes for equipment)

Project Expenditure	24 800	\$ 24,800.00
<b>TOTAL EXPENDITURE</b>		<b>\$ 24,800.00</b>

<b>TOTAL SURPLUS / DEFICIT</b>	<b>-\$ 6,000.00</b>
--------------------------------	---------------------

If positive or surplus budget, please provide further details/explanation what this surplus will be used for.

Expect to utilise total funds as quoted.  
\$6000 to be contributed by Mudgee Aero Club

*(Note: Unspent grants >\$200 will be required to be returned to MWRC)*

**FINANCIAL DETAILS**

	YES (click to tick)	NO (click to tick)
Is your group/organisation Incorporated?	<input checked="" type="radio"/>	<input type="radio"/>
Have you registered for Goods & Services Tax (GST) purposes?	<input type="radio"/>	<input checked="" type="radio"/>
Do you have an Australian Business Number (ABN)? Note: If you do not have an ABN please attach a 'Statement by Supplier' form	<input checked="" type="radio"/>	<input type="radio"/>



Has your organisation/group previously received a Community Grant from Council?	YES (click to tick) <input type="radio"/>	NO (click to tick) <input checked="" type="radio"/>
If yes, please advise date and amount	DATE / YEAR <input type="text"/>	AMOUNT \$ <input type="text"/>
Did your group return the acquittal form?	YES (click to tick) <input type="radio"/>	NO (click to tick) <input checked="" type="radio"/>
Closing bank balance from the most recent bank statement or treasurer's report	<input type="text" value="\$ 9,647.00"/>	
Comment on cash set aside for specific projects (optional)	<input type="text" value="\$72152.00 Set aside for Hangar concreting and fitout."/>	

**APPLICATION CHECKLIST**

If the following are not attached with the application, this may result in the application not being considered.

	SUPPLIED? (click to tick)	
	YES	NO
A copy of the group's/organisation's most recent bank statement or treasurer's report	<input checked="" type="radio"/>	<input type="radio"/>
A copy of the group's/organisation's public liability insurance	<input checked="" type="radio"/>	<input type="radio"/>
Where the group intends to purchase equipment, a copy of the quote/s obtained	<input checked="" type="radio"/>	<input type="radio"/>
Where the groups/organisations does not have an ABN, 'Statement by Supplier' is required	<input checked="" type="radio"/>	<input type="radio"/>
If your group is not incorporated, please supply a letter from your auspicing body	<input checked="" type="radio"/>	<input type="radio"/>

**AUTHORISATION OF APPLICANT**

Name	Mr Rob Duffy
Position	Secretary/Treasurer Mudgee Aeroclub
Date	25/09/2023

- I confirm that the information contained in the application form and within the attachments are true and correct.
- I confirm that this application has been submitted with the full knowledge and support of the applicant.
- I acknowledge the Community Grants Program acquittal requirements and understand that surplus funds may be required to be returned to Council.
- I am aware that this application will be reproduced in the Council Business Paper, and authorise public release of information provided.

**COMMUNITYGRANTS**

## SUBMIT YOUR APPLICATION

**EMAIL:** After you complete this digital form, please save it to your computer and email to [council@midwestern.nsw.gov.au](mailto:council@midwestern.nsw.gov.au)

**DELIVER TO:** Customer Service Locations

86 Market Street  
MUDGEE

109 Herbert Street  
GULGONG

77 Louee Street  
RYLSTONE

**MAIL TO:** Mid-Western Regional Council  
Attn: Finance Department  
PO Box 156  
MUDGEE NSW 2850

[SUBMIT ONLINE](#)[COMMUNITY GRANTS POLICY](#)[PRINT MY APPLICATION](#)



## Australian Women Pilots' Association

ABN 61 009 026 279

Founder: The Late Nancy-Bird Walton AO OBE

Mr Rob Duffy,  
Secretary/Treasurer  
Mudgee Aeroclub

20th August, 2023

Dear Mr Duffy,

We are writing to lend strong support for the Mudgee Aeroclub's Community Grant application to Mid-Western Regional Council to upgrade the Roof and Bathroom at the Clubhouse.

The Australian Women Pilots' Association, NSW-ACT branch, often use the Club's facilities for meetings and events and are supportive of the Aeroclub receiving a grant for desperately needed renovations. When it rains the roof leaks because it is over 70 years old and the bathroom facilities are not adequate for larger groups such as ours when using the Aeroclub building.

We sincerely hope Council will look favourably on this grant application given the vital role the Club provides promoting general aviation, aviation training, aviation tourism, aviation regional collaboration, and cultivating the next generation of pilots, as well as supporting ongoing aviation medicals, and firefighting efforts especially throughout bushfire season.

Yours sincerely,



**Barbara Trappett**  
**National President**  
**Australian Women Pilots' Association**



Website: [www.awpa.org.au](http://www.awpa.org.au)

Mr Rob Duffy,  
Secretary/Treasurer  
Mudgee Aeroclub.

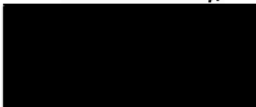
Dear Mr Duffy,

We are writing to lend strong support for the Mudgee Aeroclub's Community Grant application to Mid-Western Regional Council to upgrade the Roof and Bathroom at the Clubhouse.

We at Commercial Helicopters (Aust) Pty Ltd often use the Club's facilities for staff training and development days and are supportive of the Aeroclub receiving a grant for desperately needed renovations. When it rains the roof leaks because it is over 70 years old and the bathroom facilities are not adequate for larger groups such as ours when using the Aeroclub building.

We sincerely hope Council will look favourably on this grant application given the vital role the Club provides promoting general aviation, aviation training, aviation tourism, aviation regional collaboration, and cultivating the next generation of pilots, as well as supporting ongoing aviation medicals, and firefighting efforts especially throughout bushfire season.

Yours sincerely,



Robert Murray





The Hangar House

[REDACTED]  
Bombira. NSW 2850

Dear Mr Duffy,

I am writing to you to support the Mudgee Aeroclub application to the Mid Western Regional Council for a community grant to replace the Aeroclub roof which is leaking.

We have always directed our overflow to the Aeroclub and we can see that the roof has become an eyesore as you drive into the Airport.

The roof is now becoming a priority as it is well over 50 years old and leaking.

Regards Gary Burns  
Director

[REDACTED]

**NSW RURAL FIRE SERVICE**

Mr Rob Duffy  
Secretary/Treasurer  
Mudgee Aero Club

30 August 2023

Dear Mr Duffy

I am writing to express my strong support for the Mudgee Aero Club's Community Grant Application to the Mid-Western Regional Council to upgrade the roof and bathroom at the clubhouse.

The NSW Rural Fire Service often use the Club's facilities during Airbase Operations to support the firefighting efforts at incidents in the District. Due to the building being over 70 years old, it has sustained wear and tear over the years and as a result, the roof leaks during rain events and the bathroom facilities are not suitable for larger groups.

We have confidence the Mid-Western Regional Council will see the need to assist in providing funding to upgrade this building, not just for use by the NSW RFS during the firefighting season, but as a community asset in promoting general aviation, training, tourism and support to the Mudgee Aviation collaboration.

Please do not hesitate to contact me about this endorsement if required on 02 6372 4434.

Kind regards,

Troy Porter  
District Manager  
Cudgegong District Rural Fire Service

Jamie Hudson  
Brigade and Airbase Captain  
Lawson Rural Fire Brigade

**Postal address**

Cudgegong FCC  
NSW Rural Fire Service  
PO Box 1155  
Mudgee NSW 2850

**Street address**

Cudgegong FCC  
NSW Rural Fire Service  
54 Depot Road  
Mudgee NSW 2850

**T** (02) 6372 4434  
**E** [Cudgegong.fcc@rfs.nsw.gov.au](mailto:Cudgegong.fcc@rfs.nsw.gov.au)  
**www.rfs.nsw.gov.au**

Mr Rob Duffy,  
Secretary/Treasurer  
Mudgee Aeroclub.

Dear Mr Duffy,

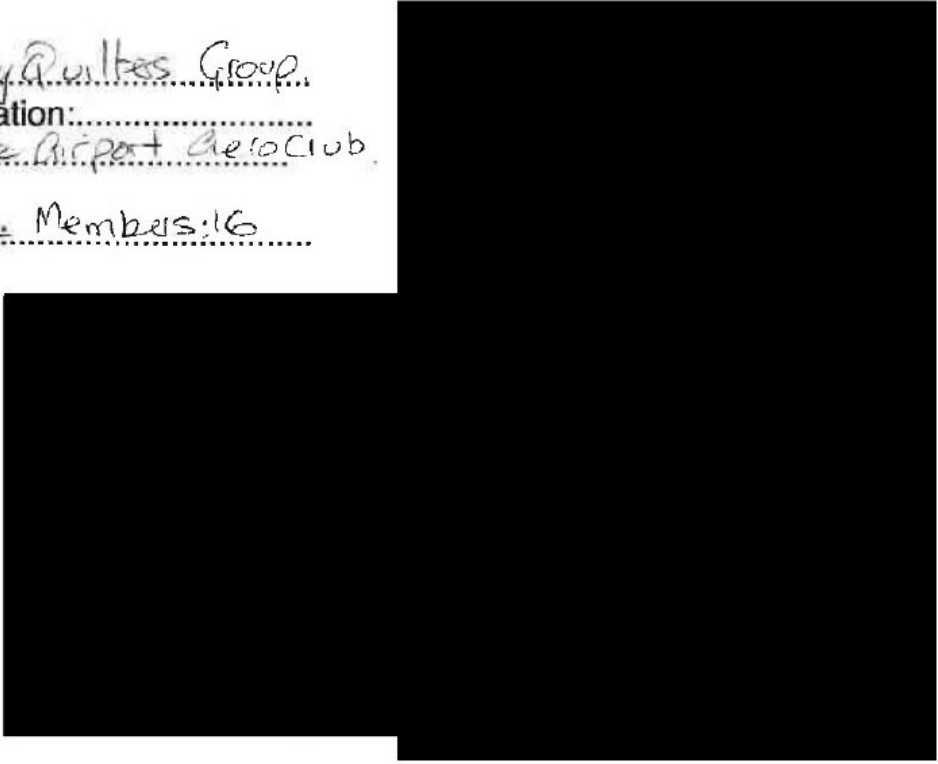
We are writing to lend strong support for the Mudgee Aeroclub's Community Grant application to Mid-Western Regional Council to upgrade the Roof and Bathroom at the Clubhouse.

We at Mudgee Wednesday Quilters Group use the Club's facilities for sewing and quilting meetings each week and are supportive of the Aeroclub receiving a grant for desperately needed renovations. When it rains the roof leaks because it is over 70 years old and the bathroom facilities are not adequate for larger groups such as ours when using the Aeroclub building.

We sincerely hope Council will look favourably on this grant application given the vital role the Club provides promoting general aviation, aviation training, aviation tourism, aviation regional collaboration, and cultivating the next generation of pilots, as well as supporting ongoing aviation medicals, and firefighting efforts especially throughout bushfire season.

Yours sincerely,  
Signature:.....*Shapner*.....

Name:.....*Wednesday Quilters Group*.....  
Company/Organisation:.....  
Address:.....*Mudgee Airport AeroClub*.....  
~~Email or Mobile no:~~.....*Members:16*.....



Mr Rob Duffy,  
Secretary/Treasurer  
Mudgee Aeroclub.

Dear Mr Duffy,

We are writing to lend strong support for the Mudgee Aeroclub's Community Grant application to Mid-Western Regional Council to upgrade the Roof and Bathroom at the Clubhouse.

Mudgee District U3A have used the Club's facilities for a number of courses that we run on a volunteer capacity for the community. We are very supportive of the Aeroclub receiving a grant for desperately needed renovations. When it rains the roof leaks because it is over 70 years old and the bathroom facilities are not adequate for larger groups such as ours when using the Aeroclub building.

We sincerely hope Council will look favourably on this grant application given the vital role the Club provides promoting general aviation, aviation training, aviation tourism, aviation regional collaboration, and cultivating the next generation of pilots, as well as supporting ongoing aviation medicals, and firefighting efforts especially throughout bushfire season.

Yours sincerely,

Signature : .....



Name : Marianne Matthews

Company/Organisation : Mudgee District U3A

Address : "Kildallon" 70 Court Street, Mudgee



Mr Rob Duffy,  
Secretary/Treasurer  
Mudgee Aeroclub.

Dear Mr Duffy,

We are writing to lend strong support for the Mudgee Aeroclub's Community Grant application to Mid-Western Regional Council to upgrade the Roof and Bathroom at the Clubhouse.

We at the Australian Aerobatic Club often use the Club's facilities for training events and accommodation, and are supportive of the Aeroclub receiving a grant for desperately needed renovations. When it rains the roof leaks because it is over 70 years old and the bathroom facilities are not adequate for larger groups such as ours when using the Aeroclub building.

We sincerely hope Council will look favourably on this grant application given the vital role the Club provides promoting general aviation, aviation training, aviation tourism, aviation regional collaboration, and cultivating the next generation of pilots, as well as supporting ongoing aviation medicals, and firefighting efforts especially throughout bushfire season.

Yours sincerely,



Peter Townsend  
National President  
Australian Aerobatic Club



# COMMUNITY GRANTS



## Application Form

### APPLICANTS DETAILS

Name of Organisation	Gulgong Chamber of Commerce Inc
Contact Person	Paul Fookes
Address	[REDACTED]
Phone	[REDACTED]
Email	[REDACTED]
ABN	[REDACTED]
Bank Account Name	[REDACTED]
BSB	[REDACTED]
Account Number	[REDACTED]

### PROJECT / ACTIVITY DETAILS

Name of Project / Activity	Gulgong Chamber of Commerce Administration	
Amount of funding requested	\$ 15,000.00	
Start and Finish date	START (click to tick)	FINISH (click to tick)
	1 July 2023	30 June 2024
Briefly, describe Project / Activity	Gulgong Chamber of Commerce administers, finances, supports, and/ or operates major community activities and programmes. It assists many community groups in our area to help ensure the smooth running of their many events staged in the Mid Western Regional Council area. Each Chamber activity requires financial administration and provision of resources.	



ADDRESS CRITERIA

How will your project benefit the Mid-Western Region Community?

(Note: limited number of characters)

As above, further answer in attached letter

What is the expected amount of resident participation?

(Please provide no. of estimated participants)

(Note: limited number of characters)

Whole of Gulgong Community and parts of Mid-Western Region. More detail in attached letter.

What level of consultation and collaboration with other local groups has your organisation undertaken?

(ie what other local community groups are or will be involved in this project?)

(Note: limited number of characters)

There has been wide community and business consultation. Details in attached letter

Outline your organisation's capacity to deliver the Project / Activity OR describe previous experiences.

(Note: limited number of characters)

Previous Projects Delivered:  
Henry Lawson Heritage Festival  
Chinese Gold and Mining Festival

Current ongoing:  
Christmas lights festival, ongoing  
Heart of Gulgong 24/7 Defibrillator Program  
NightRider Management on behalf of Gulgong Liquor Accord  
RDA Children's Bus  
Community Magazine - Gulgong Gossip  
Community Bus



Project Income	Community Grant (amount sought from Council)	\$ 15,000.00
	Expected Sales Revenue i.e. Entry Fee, Membership Sales	\$ 19,200.00
	Other Income	\$ 37,500.00
<b>TOTAL INCOME</b>		<b>\$ 71,700.00</b>

List proposed cash expenditure (provide copies of quotes for equipment)

Project Expenditure	Contractor payments for nightrider and commuity bus service	\$ 20,500.00
	Website management, advertising and support	\$ 13,400.00
	Heart of Gulgong AED administration and servicing	\$ 3,800.00
	Gulgong Folk Festival advertising and administration	\$ 14,200.00
	Utilities, insurance, bookkeeping, and accounting	\$ 23,900.00
	Stationery, printing and postage	\$ 3,200.00
<b>TOTAL EXPENDITURE</b>		<b>\$ 79,000.00</b>
<b>TOTAL SURPLUS / DEFICIT</b>		<b>-\$ 7,300.00</b>

If positive or surplus budget, please provide further details/explanation what this surplus will be used for.

(Note: Unspent grants >\$200 will be required to be returned to MWRC)

**FINANCIAL DETAILS**

	YES (click to tick)	NO (click to tick)
Is your group/organisation Incorporated?	<input checked="" type="radio"/>	<input type="radio"/>
Have you registered for Goods & Services Tax (GST) purposes?	<input checked="" type="radio"/>	<input type="radio"/>
Do you have an Australian Business Number (ABN)? Note: If you do not have an ABN please attach a 'Statement by Supplier' form	<input checked="" type="radio"/>	<input type="radio"/>





Has your organisation/group previously received a Community Grant from Council?	YES (click to tick) <input checked="" type="radio"/>	NO (click to tick) <input type="radio"/>
If yes, please advise date and amount	DATE / YEAR 30 Jun 23	AMOUNT \$ 10,000.00
Did your group return the acquittal form?	YES (click to tick) <input checked="" type="radio"/>	NO (click to tick) <input type="radio"/>
Closing bank balance from the most recent bank statement or treasurer's report	\$ 56,500.00	

Comment on cash set aside for specific projects (optional)

The Chamber holds public monies, business grant monies and other quarantined money for specific activities per the deeds of the grants. Transport for NSW funding is to support access to services not available in Gulgong, such as specialist medical appointments. Business grants include money for ongoing AED education and maintenance of 24/7 AEDs supplied by those businesses only

### APPLICATION CHECKLIST

If the following are not attached with the application, this may result in the application not being considered.

	SUPPLIED? (click to tick)	
	YES	NO
A copy of the group's/organisation's most recent bank statement or treasurer's report	<input checked="" type="radio"/>	<input type="radio"/>
A copy of the group's/organisation's public liability insurance	<input checked="" type="radio"/>	<input type="radio"/>
Where the group intends to purchase equipment, a copy of the quote/s obtained	<input type="radio"/>	<input checked="" type="radio"/>
Where the groups/organisations does not have an ABN, 'Statement by Supplier' is required	<input type="radio"/>	<input checked="" type="radio"/>
If your group is not incorporated, please supply a letter from your auspicing body	<input type="radio"/>	<input checked="" type="radio"/>

### AUTHORISATION OF APPLICANT

Name	Paul Fookes
Position	Secretary
Date	4 Oct 23

- I confirm that the information contained in the application form and within the attachments are true and correct.
- I confirm that this application has been submitted with the full knowledge and support of the applicant.
- I acknowledge the Community Grants Program acquittal requirements and understand that surplus funds may be required to be returned to Council.
- I am aware that this application will be reproduced in the Council Business Paper, and authorise public release of information provided.



## SUBMIT YOUR APPLICATION

**EMAIL:** After you complete this digital form, please save it to your computer and email to [council@midwestern.nsw.gov.au](mailto:council@midwestern.nsw.gov.au)

**DELIVER TO:** Customer Service Locations

86 Market Street  
MUDGEE

109 Herbert Street  
GULGONG

77 Louee Street  
RYLSTONE

**MAIL TO:** Mid-Western Regional Council  
Attn: Finance Department  
PO Box 156  
MUDGEE NSW 2850

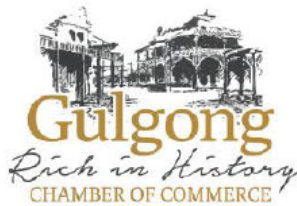
SUBMIT ONLINE

COMMUNITY GRANTS POLICY

PRINT MY APPLICATION



Temp ID: GCOC-LET Template Ver No: 2.2



PO Box 400  
GULGONG NSW 2852

03 Oct 2023

**General Manager**  
Mid-Western Regional Council  
PO Box 156  
MUDGEE NSW 2850

## APPLICATION FOR FINANCIAL ASSISTANCE

The Chamber continues to advocate for local business and the community through Business NSW to NSW Treasury as well as continuing to produce the Gulgong Gossip which is delivered free to every household and business in and around Gulgong 11 times per year.

The Chamber through its Gulgong and District Folk Club staged the 2023 Gulgong Folk Festival, having returned the festival name to the Gulgong community. The Gulgong Folk Festival trading name and trade mark is now owned by the Chamber meaning that it will not be lost again to the community which should rightfully own it. The 2023 festival was described as the best yet. The Chamber is moving forward to explore options for the 2024 Gulgong Folk Festival, including partnering with the Gulgong Liquor Accord (GLA)

Through its Community Bus Management Committee, the Chamber manages the NightRider community bus service which has been in existence for 16 years. The Night rider has moved from a booze bus to be an integral part of the community transport network, including getting local children home if they stay back in Gulgong after school. Riding for the Disabled School Bus Service, Getting to Gulgong, and Making Gains Gulgong the youth engagement bus service ensures that all broad community groups transport needs are catered for. The Chamber administers government, corporate and community funds to ensure these vital services remain available to our community.

The Gulgong Chamber of Commerce has moved its 24/7 AED program from the development and installation phase to the maintenance and expansion phase. The expansion involves the installation of 24/7 available AEDs in communities such as Ulan, Turill, Goolma and Stubbo. This is being managed through community engagement, local fund raising and education to improve the potential survivability of sudden cardiac arrest. The administration of this program and servicing of units not supported by grants requires addition administration funds.

Each project or program requires financial and administrative support as well as updating of the Chamber's community website to ensure all Gulgong and wider community members can receive accurate and timely information. The Gulgong.com.au website performs the additional function of tourist information and will show the location and availability of AEDs in Gulgong. This is a vital community asset. Financial support is critical to enable these updates to occur in a timely manner. As regional NSW continues to grow following lockdown, the Gulgong Chamber of Commerce sees that it is a community lead in supporting the revitalisation of local business and community. Although most functions are provided by volunteers, funds are required to pay an external web manager to bring the Chamber's web page up to current requirements, purchase advertising, stationery and

Reply: Secretary

Gulgong Chamber of Commerce  
PO Box 400  
GULGONG NSW 2852

1

Web: [www.gulgong.com.au](http://www.gulgong.com.au)

E: [secretary@gulgong.com.au](mailto:secretary@gulgong.com.au)

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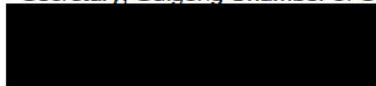
provide book keeping services to manage public and non-public monies grants. The attached Commitment Report shows public and non-public moneys committed for specific purposes. So while the bottom line looks attractive, it is money committed to specific programs or projects and not available for administration.

Thank you for your consideration of this grant application.

Point of Contact for this application is:

Paul Fookes

Secretary, Gulgong Chamber of Commerce



*Peter Willis*

PETER WILLIS

President



GULGONG CHAMBER OF COMMERCE INC

# COMMUNITY GRANTS



MID-WESTERN REGIONAL COUNCIL  
Customer Services  
RECEIVED  
25 OCT 2023

## Application Form

### APPLICANTS DETAILS

Name of Organisation	Mudgee Fine Foods, Inc. (MFFI)
Contact Person	Linda Wilson - Committee Vice President
Address	[REDACTED]
Phone	[REDACTED]
Email	[REDACTED]
ABN	[REDACTED]
Bank Account Name	[REDACTED]
BSB	[REDACTED]
Account Number	[REDACTED]

### PROJECT / ACTIVITY DETAILS

Name of Project / Activity	Mudgee Fine Foods Farmers' and Makers' Markets	
Amount of funding requested	\$ 6,000.00	
Start and Finish date	START (click to tick)	FINISH (click to tick)
	December 2023	December 2024
Briefly, describe Project / Activity	On behalf of its members, MFFI, a not for profit, mount and administer 22 markets annually on the grounds of Robertson Park, Mudgee.	


**COMMUNITYGRANTS**

## ADDRESS CRITERIA

How will your project benefit the Mid-Western Region Community?

(Note: limited number of characters)

MFFI markets are a fundamental drawcard for visitors to our region. MFFI works in Partnership with Mudgee Region Tourism in their efforts to offer the experiences visitors have been shown to demand, namely, significant involvement in the Mudgee Region's food, wine, hospitality and tourism sectors. Our markets offer a main channel for Mid-Western Regional business and home-based hobbyists, many of whom do not have their own shopfronts - local farmers, food producers, artists and craftspeople - to sell their products to both visitors and Mudgee residents.

What is the expected amount of resident participation?

(Please provide no. of estimated participants)

(Note: limited number of characters)

There are 52 members plus Associate Members (Boosters) of MFFI, 35 of whom on average attend a regular Farmers' Market on the third Saturday of the month. On the first Sunday of the month, from March through December, 10-15 artists and craftspeople from the Mid-Western Region and Central West join our food and wine members at the Makers' Market. The average visitor footfall each market is 800-1000.

What level of consultation and collaboration with other local groups has your organisation undertaken?

(ie what other local community groups are or will be involved in this project?)

(Note: limited number of characters)

Mudgee Fine Foods are Bronze Partners with Mudgee Region Tourism. We regularly consult with and participate in the activities of the Mudgee Wine Grape Growers Assoc. We offer stall holder opportunities regularly to a number of Community Organisations, free of charge, for the purpose of education or fund-raising: Mudgee Community Band, Pink Up Mudgee, Pioneer House, Amnesty International, MWRC Flavours, Cudgegong Valley School, Guide Dogs Aust, Mudgee Pre School, RSPCA, Children's Medical Research. We offer a free Community Table at our markets to any local home gardener or small farmer who have surplus produce to sell for their own benefit.

Outline your organisation's capacity to deliver the Project / Activity OR describe previous experiences.

(Note: limited number of characters)

MFFI has an 18-year history of producing and growing a vibrant and successful farmers' market in Mudgee, recently relocated to Robertson Park, Mudgee. The largest proportion of income from membership and stall fees is used to employ a dedicated Market Manager to effectively organise and administrate our markets and support staff. The Market Manager reports to an accountable volunteer Executive Committee of eight, many of whom have skills based in Marketing, Advertising, Education, Insurance & Superannuation and Business Management, who donate time from their own businesses to advise and manage MFFI. Any remaining income is used to pay for market branding, signage and advertising, social media management, entertainment costs, Insurances and MRT Partnership fees. We seek grant funding to help defray these costs, as well as the twice-monthly hire fees for Robertson Park.



	Community Grant (amount sought from Council)	\$ 6,000.00
Project Income	Expected Sales Revenue i.e. Entry Fee, Membership Sales	
	Other Income	see attached P & L
<b>TOTAL INCOME</b>		<b>\$ 6,000.00</b>

List proposed cash expenditure (provide copies of quotes for equipment)

	Robertson Park hire fee (22 markets @ \$285/market)	\$ 6,270.00
	Bronze Partnership fees with Mudgee Region Tourism	\$ 900.00
Project Expenditure		
<b>TOTAL EXPENDITURE</b>		<b>\$ 7,170.00</b>
<b>TOTAL SURPLUS / DEFICIT</b>		<b>-\$ 1,170.00</b>

If positive or surplus budget, please provide further details/explanation what this surplus will be used for.

(Note: Unspent grants >\$200 will be required to be returned to MWRC)

FINANCIAL DETAILS

	YES (click to tick)	NO (click to tick)
Is your group/organisation Incorporated?	<input checked="" type="radio"/>	<input type="radio"/>
Have you registered for Goods & Services Tax (GST) purposes?	<input checked="" type="radio"/>	<input type="radio"/>
Do you have an Australian Business Number (ABN)? Note: If you do not have an ABN please attach a 'Statement by Supplier' form	<input checked="" type="radio"/>	<input type="radio"/>

**COMMUNITY GRANTS**

Has your organisation/group previously received a Community Grant from Council?	YES (click to tick) <input checked="" type="radio"/>	NO (click to tick) <input type="radio"/>
If yes, please advise date and amount	DATE / YEAR 23/11/22	AMOUNT \$ 5,000.00
Did your group return the acquittal form?	YES (click to tick) <input checked="" type="radio"/>	NO (click to tick) <input type="radio"/>
Closing bank balance from the most recent bank statement or treasurer's report	See attached	
Comment on cash set aside for specific projects (optional)	Wages and superannuation \$27,000 Insurance \$3,000	

**APPLICATION CHECKLIST**

If the following are not attached with the application, this may result in the application not being considered.

	SUPPLIED? (click to tick)	
	YES	NO
A copy of the group's/organisation's most recent bank statement or treasurer's report	<input checked="" type="radio"/>	<input type="radio"/>
A copy of the group's/organisation's public liability insurance	<input checked="" type="radio"/>	<input type="radio"/>
Where the group intends to purchase equipment, a copy of the quote/s obtained	<input type="radio"/>	<input checked="" type="radio"/>
Where the groups/organisations does not have an ABN, 'Statement by Supplier' is required	<input type="radio"/>	<input checked="" type="radio"/>
If your group is not incorporated, please supply a letter from your auspicing body	<input type="radio"/>	<input checked="" type="radio"/>

**AUTHORISATION OF APPLICANT**

Name	Linda Wilson
Position	Committee Vice President
Date	25 Oct 2023

- I confirm that the information contained in the application form and within the attachments are true and correct.
- I confirm that this application has been submitted with the full knowledge and support of the applicant.
- I acknowledge the Community Grants Program acquittal requirements and understand that surplus funds may be required to be returned to Council.
- I am aware that this application will be reproduced in the Council Business Paper, and authorise public release of information provided.





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# COMMUNITY GRANTS



MID-WESTERN REGIONAL COUNCIL  
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MID-WESTERN REGIONAL COUNCIL  
RECEIVED  
10 NOV 2023  
 SPONSORED  
 FUNDING

## Application Form

### APPLICANTS DETAILS

Name of Organisation	Cudgegong Antique Machinery Club
Contact Person	Bruce McLehose
Address	[REDACTED]
Phone	[REDACTED]
Email	[REDACTED]
ABN	[REDACTED]
Bank Account Name	[REDACTED]
BSB	[REDACTED]
Account Number	[REDACTED]

### PROJECT / ACTIVITY DETAILS

Name of Project / Activity	Mudgee Swap Meet	
Amount of funding requested	\$ 500.00	
Start and Finish date	START (click to tick)	FINISH (click to tick)
	13/1/24	14/1/24
Briefly, describe Project / Activity	Mudgee swap meet car boot sale is a market day for second hand goods.	



ADDRESS CRITERIA

How will your project benefit the Mid-Western Region Community?

*(Note: limited number of characters)*

It is advertised throughout the region bringing visitor in to town from other areas

What is the expected amount of resident participation?

*(Please provide no. of estimated participants)*

*(Note: limited number of characters)*

600-1000 people

What level of consultation and collaboration with other local groups has your organisation undertaken?

*(ie what other local community groups are or will be involved in this project?)*

*(Note: limited number of characters)*

Mudgee Poultry Club also attends.

Outline your organisation's capacity to deliver the Project / Activity OR describe previous experiences.

*(Note: limited number of characters)*

This event has been running for over 20 years with alot of invovlement and no incidents.

COMMUNITY GRANTS

Project Income	Community Grant (amount sought from Council)	\$ 500.00
	Expected Sales Revenue i.e. Entry Fee, Membership Sales	\$ 2,000.00
	Other Income	
<b>TOTAL INCOME</b>		<b>\$ 2,500.00</b>

List proposed cash expenditure (provide copies of quotes for equipment)

Project Expenditure	Insurance	\$ 954.00
	ground rental	\$ 170.00
	advertising	\$ 400.00
<b>TOTAL EXPENDITURE</b>		<b>\$ 1,524.00</b>
<b>TOTAL SURPLUS / DEFICIT</b>		<b>\$ 976.00</b>

If positive or surplus budget, please provide further details/explanation what this surplus will be used for.

Continued development of our grounds at AREC including restoration of Harkins Cottage from Wollar.

(Note: Unspent grants >\$200 will be required to be returned to MWRC)

FINANCIAL DETAILS

Is your group/organisation Incorporated?	YES (click to tick) <input checked="" type="radio"/>	NO (click to tick) <input type="radio"/>
Have you registered for Goods & Services Tax (GST) purposes?	<input type="radio"/>	<input checked="" type="radio"/>
Do you have an Australian Business Number (ABN)? Note: If you do not have an ABN please attach a 'Statement by Supplier' form	<input checked="" type="radio"/>	<input type="radio"/>

**COMMUNITY GRANTS**

Has your organisation/group previously received a Community Grant from Council?

YES (click to tick) <input checked="" type="radio"/>	NO (click to tick) <input type="radio"/>
---------------------------------------------------------	---------------------------------------------

If yes, please advise date and amount

DATE / YEAR 11/22	AMOUNT \$ 500.00
----------------------	---------------------

Did your group return the acquittal form?

YES (click to tick) <input checked="" type="radio"/>	NO (click to tick) <input type="radio"/>
---------------------------------------------------------	---------------------------------------------

Closing bank balance from the most recent bank statement or treasurer's report

Comment on cash set aside for specific projects (optional)

**APPLICATION CHECKLIST**

If the following are not attached with the application, this may result in the application not being considered.

A copy of the group's/organisation's most recent bank statement or treasurer's report

YES <input checked="" type="radio"/>	NO <input type="radio"/>
-----------------------------------------	-----------------------------

A copy of the group's/organisation's public liability insurance

<input checked="" type="radio"/>	<input type="radio"/>
----------------------------------	-----------------------

Where the group intends to purchase equipment, a copy of the quote/s obtained

<input checked="" type="radio"/>	<input type="radio"/>
----------------------------------	-----------------------

Where the groups/organisations does not have an ABN, 'Statement by Supplier' is required

<input checked="" type="radio"/>	<input type="radio"/>
----------------------------------	-----------------------

If your group is not incorporated, please supply a letter from your auspicing body

<input checked="" type="radio"/>	<input type="radio"/>
----------------------------------	-----------------------

**AUTHORISATION OF APPLICANT**

Name	Bruce McLehose
Position	Secretary
Date	10/11/23

- I confirm that the information contained in the application form and within the attachments are true and correct.
- I confirm that this application has been submitted with the full knowledge and support of the applicant.
- I acknowledge the Community Grants Program acquittal requirements and understand that surplus funds may be required to be returned to Council.
- I am aware that this application will be reproduced in the Council Business Paper, and authorise public release of information provided.

**COMMUNITYGRANTS****SUBMIT YOUR APPLICATION**

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# COMMUNITY GRANTS

## Application Form

### APPLICANTS DETAILS

Name of Organisation	Spare Parts Invests in Arts Inc
Contact Person	Gai Bryant
Address	[REDACTED]
Phone	[REDACTED]
Email	[REDACTED]
ABN	[REDACTED]
Bank Account Name	[REDACTED]
BSB	[REDACTED]
Account Number	[REDACTED]

### PROJECT / ACTIVITY DETAILS

Name of Project / Activity	Latin percussion workshops for communities in Kandos and Rylstone	
Amount of funding requested	\$3,150	
Start and Finish date	START (click to tick)	FINISH (click to tick)
	07/03/2024	08/03/2024
Briefly, describe Project / Activity	This project combines the talents and resources of NFP Spare Parts Invests in Arts Inc and four of their artists with Kandos High and Life Skills Plus in Rylstone. They want to organise and conduct three free Latin drumming workshops for the community. Two workshops for Kandos music students, teachers, parents, local artists and broader community along with one for the Life Skills Plus community.	



## ADDRESS CRITERIA

How will your project benefit the Mid-Western Region Community?

(Note: limited number of characters)

What is the expected amount of resident participation?

(Please provide no. of estimated participants)

(Note: limited number of characters)

What level of consultation and collaboration with other local groups has your organisation undertaken?

(ie what other local community groups are or will be involved in this project?)

(Note: limited number of characters)

Outline your organisation's capacity to deliver the Project / Activity OR describe previous experiences.

(Note: limited number of characters)

The workshops target youth, teachers, carers, special needs groups and the broader community. No experience is needed. Benefits to Mid-Western Regional Council communities include:

- Giving emerging artists, youth, local artists and community access to highly skilled artist/educators who are specialists in the field of Latin percussion and music.
- Providing school and special needs communities with an opportunity to engage with another culture in group activities that encourage active participation. The activities help co-ordination, leadership skills, problem solving and provide learning materials that are not readily available.
- promoting social cohesion by bringing people together to enjoy new experiences.
- Strengthen networks and partnerships between Spare Parts artists and local artists, students, Life Skills Plus, teachers, parents and the broader community. These workshops are part of ongoing engagement in the area for all partners who aim to foster future collaborations.
- address changing cultural demographic in regional populations with culturally diverse offerings.
- strengthen intergenerational connections by passing on skills.

Kandos High have estimated 80+ students will attend.

Life Skills Plus estimated 30+ participants and carers will attend.

Teachers, parents and local artists numbers 30+

Members of the community 30+

Total of 170 residents. This number could be larger. Fortunately the auditorium at Kandos High is being made available and there will be room to accommodate extra people. This space has a raised stage allowing everyone to see the rhythms being demonstrated plus we have extra musicians able to move through those attending to help.

We will market these events through school and Council newsletters, blogs, local media, radio and with posters to make sure residents know about the workshops. We want to offer the workshops for free as we know that the biggest barrier to participation in cultural events is cost.

Letters of support from Kandos High music teacher Theresa Therese and Ros Lee from Life Skills Plus attest to the involvement of local groups and their support for workshops.

Spare Parts has been in contact with Mudgee Concert Band and Mudgee Music to enquire about the loan of hand percussion for this project. We would like to involve as many local businesses as possible and will offer to include their logos on all marketing materials to compensate them for their generosity.

The workshops will be tailored to meet the needs of attendees. Gai will work closely with Theresa and Ros Lee to create workshops that suit the needs of those attending to ensure that participation levels are high. The workshops are inclusive and aim to involve broader all members of the community.

Spare Parts will manage the logistics of travel and accommodation for the four artists involved. They will consult with partners to ensure workshops are successful and undertake to supply marketing images, posters and workshop materials 6-8 weeks prior to activities. Successful marketing and high quality activities at low cost to the community will increase access and impact.

Our recent history of events is listed below. Many have been successfully conducted as co-presentations with local venues and businesses.

Spare Parts musicians have performed and conducted workshops for BOOM! International Festival of Percussion, Bellingen Muse, Sydney Sacred Music Festival, Sydney Afro-Latin Festival, Inland Sea of Sound, Devonport Jazz Festival and Sydney International Women's Jazz Festival. They have performed concerts and directed workshops for The Street Theatre Canberra, NRC Lismore, Salsa Caliente Mullumbimby, El Horses Nowra, Blue Mountains Theatre, Kandos High School, Parkes Latin Sounds at the Pavilion, Orange Regional Conservatorium, Melbourne's Paris Cat and more. They played on debut albums for Caribe and ALLY in 2022 garnering an ARIA World Music nomination and worked with Gram





Project Income	Community Grant (amount sought from Council)	3,150
	Expected Sales Revenue i.e. Entry Fee, Membership Sales	0
	Other Income	820
<b>TOTAL INCOME</b>		<b>3,970</b>

List proposed cash expenditure (provide copies of quotes for equipment)

Project Expenditure	Workshop fees 1.5hrs x 3 with 4 artists	3,000
	Petrol	150
	Accommodation in-kind	520
	Graphic artist, printing posters, promo materials	300
<b>TOTAL EXPENDITURE</b>		<b>3,970</b>
<b>TOTAL SURPLUS / DEFICIT</b>		<b>0</b>

If positive or surplus budget, please provide further details/explanation what this surplus will be used for.

(Note: Unspent grants >\$200 will be required to be returned to MWRC)

**FINANCIAL DETAILS**

	YES (click to tick)	NO (click to tick)
Is your group/organisation Incorporated?	<input checked="" type="radio"/>	<input type="radio"/>
Have you registered for Goods & Services Tax (GST) purposes?	<input type="radio"/>	<input checked="" type="radio"/>
Do you have an Australian Business Number (ABN)? Note: If you do not have an ABN please attach a 'Statement by Supplier' form	<input checked="" type="radio"/>	<input type="radio"/>



Has your organisation/group previously received a Community Grant from Council?	YES (click to tick) <input type="radio"/>	NO (click to tick) <input checked="" type="radio"/>
If yes, please advise date and amount	DATE / YEAR <input type="text"/>	AMOUNT \$ <input type="text"/>
Did your group return the acquittal form?	YES (click to tick) <input type="radio"/>	NO (click to tick) <input checked="" type="radio"/>
Closing bank balance from the most recent bank statement or treasurer's report	<input type="text" value="\$1,000"/>	

Comment on cash set aside for specific projects (optional)

Cash is set aside for audit fees. Audited accounts will be required for acquittal process.

**APPLICATION CHECKLIST**

If the following are not attached with the application, this may result in the application not being considered.

	SUPPLIED? (click to tick)	
	YES	NO
A copy of the group's/organisation's most recent bank statement or treasurer's report	<input checked="" type="radio"/>	<input type="radio"/>
A copy of the group's/organisation's public liability insurance	<input checked="" type="radio"/>	<input type="radio"/>
Where the group intends to purchase equipment, a copy of the quote/s obtained	<input type="radio"/>	<input checked="" type="radio"/>
Where the groups/organisations does not have an ABN, 'Statement by Supplier' is required	<input type="radio"/>	<input checked="" type="radio"/>
If your group is not incorporated, please supply a letter from your auspicing body	<input type="radio"/>	<input checked="" type="radio"/>

**AUTHORISATION OF APPLICANT**

Name	Gai Bryant
Position	Chair and Bandleader
Date	11/11/2023

- I confirm that the information contained in the application form and within the attachments are true and correct.
- I confirm that this application has been submitted with the full knowledge and support of the applicant.
- I acknowledge the Community Grants Program acquittal requirements and understand that surplus funds may be required to be returned to Council.
- I am aware that this application will be reproduced in the Council Business Paper, and authorise public release of information provided.



### SUBMIT YOUR APPLICATION

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October 24, 2023

Mid-Western Regional Council  
Community Grants  
86 Market St  
Mudgee NSW 2850

Dear Assessors,

I am writing in support of Spare Parts Invests in Arts proposal to conduct drumming workshops for the students and the community of Kandos at Kandos High School in March 2024 to correspond with International Women's Day.


The workshops explore easy Latin American music styles taught by Sydney-based Latin and jazz musicians. To ensure participation the workshops use any drums and drumsticks available along with clapping and body percussion movements. No prior experience is needed.

We have few opportunities to engage our students in a group activity outside sport and few opportunities to have them engage in music activities with other members of the community including local artists. This is an exciting proposal as these drumming workshops offer a chance to do that whilst building social connection with one another and engagement with another culture.

This is not an activity Kandos High School can fund by itself. We hope the Council will support this application and make this activity available to our student body and the greater community.

Best regards

Theresa Therese  
Kandos High School



7/11/2023, 8:43 pm



Hi Gai

Thank you for reaching out to our organisation.

Our clients were involved in a drumming circle during an excursion in 2022 and it was overwhelming the repose and interaction from our clients, regardless of their disability or needs.

We would really like to take part in the workshop you have discussed with us, but unfortunately at this point we are not in a financial position to be able to take up your offer.

If there was a way you could get funding to plan this workshop with our clients we would be happy to help.

Regards,

Ros Lee | Client Services | Mudgee



EMPOWER TO ACHIEVE  
Lifeskills Plus Inc.



**Lifeskills Plus is committed** to providing culturally diverse, quality, safe care for all children, young people and adults with a disability. With a zero tolerance to abuse, we will uphold their rights and actively seek to listen and empower. Lifeskills Plus has systems in place to protect clients from abuse and will take all allegations seriously and will respond consistently.

**Feedback and Complaints** are always welcome for improving our service. Please use the attached link to keep us informed on how we are doing. We strive for continual improvement. <https://lifeskillsplus.com.au/feedback-and-complaints/>

#### **ACKNOWLEDGEMENT OF COUNTRY**

*Lifeskills Plus respectfully acknowledges Australia's Aboriginal and Torres Strait Islander communities and their rich culture and pays respect to their Elders past, present, and emerging. We acknowledge Aboriginal and Torres Strait Islander peoples as Australia's first peoples and as the traditional owners and custodians of the land and water on which we rely. We recognise*



# Application Form

## APPLICANTS DETAILS

Name of Organisation

Life Charity Focus

Contact Person

Hayley O'Brien

Address

Phone

Email

ABN

Bank Account Name

BSB

Account Number

[Redacted contact information]

## PROJECT / ACTIVITY DETAILS

Name of Project / Activity

Colour Run Gulgong

Amount of funding requested

\$ 7,000.00

Start and Finish date

START (click to tick) FINISH (click to tick)

3/3/2024 3/3/2024

Briefly, describe Project / Activity

Colour Run Gulgong is a vibrant new fun run event to where participants will run through obstacles whilst being covered in bright coloured powder. The event is aimed at engaging families and youth in a vibrant, fun activity that promotes the social, physical and mental wellbeing within the community.



ADDRESS CRITERIA

How will your project benefit the Mid-Western Region Community?

(Note: limited number of characters)

+ Event will promote healthy lifestyles within the community (as per theme 1 goal 1.3 of the community plan)  
 + The course is a revolving 1.5km track that participants can run or walk as many times as they like. We've done this to encourage greater community participation and encourage active recreation amongst people of all physical abilities (as per theme 1 measures of the community plan)  
 + We have engaged schools and other community groups to be apart of the day to encourage community cohesion (as per theme 1 measures of the community plan)  
 + We are advertising both in and outside of our community to promote Gulgong and encourage visitors to our town and increase economic activ (as per theme 3 goal 2.1 of the community plan)

What is the expected amount of resident participation?

(Please provide no. of estimated participants)

(Note: limited number of characters)

We expect between 500-800 participants. We wish to engage both locals and those from outside our area so that the event not only benefits our communities wellbeing but also brings an increase in numbers of vistors to our town to benefit our economic activity. Of our numbers we are aiming for 80% to be local participants and 20% visitor participants.

What level of consultation and collaboration with other local groups has your organisation undertaken?

(ie what other local community groups are or will be involved in this project?)

(Note: limited number of characters)

- We have invited a three Gulgong Schools to cater for the event to assist them in taking advantage of a fund raising opportunity for their schools.  
 - We have invited Gulgong High School drumming group to perform at the start line of the race to further engage youth, showcase our local talent and create a fun atmosphere before the race.  
 - Rotary Sunrise of Mudgee has offered to have their members volunteer on the day.  
 - We have several local businesses who are sponsoring the event and will be showcased by us through our media chanel.

Outline your organisation's capacity to deliver the Project / Activity OR describe previous experiences.

(Note: limited number of characters)

Our committee has members experienced in;  
 + Taking on roles within community level committees including roles as treasurer and president.  
 + Event management at a local level  
 + Social Media Management  
 The local committee also have the support of Life Charity Focus who have put on several fundraising events over it's 12 years of operation including balls, auctions, partnering with businesses to fundraise, online raffles, market stalls etc.



Project Income	Community Grant (amount sought from Council)	\$ 7,000.00
	Expected Sales Revenue i.e. Entry Fee, Membership Sales	\$ 10,000.00
	Other Income	\$ 3,000.00
<b>TOTAL INCOME</b>		<b>\$ 20,000.00</b>

List proposed cash expenditure (provide copies of quotes for equipment)

Project Expenditure	Insurance	\$ 3,000.00
	Colour Powder	\$ 2,500.00
	Onsite Medic	\$ 460.00
	Track obsticles & asthetics	\$ 2,500.00
	Miscellaneous	\$ 1,000.00
	Advertising	\$ 500.00
<b>TOTAL EXPENDITURE</b>		<b>\$ 9,960.00</b>

<b>TOTAL SURPLUS / DEFICIT</b>	<b>\$ 10,040.00</b>
--------------------------------	---------------------

If positive or surplus budget, please provide further details/explanation what this surplus will be used for.

We are proposing that local businesses and the council fund the cost of event for the community. Any surplus from this pool of fund we are happy to return to council. We then propose that the profits from ticket sales be donated to a project being founded by Gulgong local Hayley O'Brien through Life Charity Focus. Any surplus above the \$15,000 needed for the project can be held aside to fund Colour Run 2025.

(Note: Unspent grants >\$200 will be required to be returned to MWRC)

**FINANCIAL DETAILS**

	YES (click to tick)	NO (click to tick)
Is your group/organisation Incorporated?	<input checked="" type="radio"/>	<input type="radio"/>
Have you registered for Goods & Services Tax (GST) purposes?	<input checked="" type="radio"/>	<input type="radio"/>
Do you have an Australian Business Number (ABN)? Note: If you do not have an ABN please attach a 'Statement by Supplier' form	<input checked="" type="radio"/>	<input type="radio"/>





Has your organisation/group previously received a Community Grant from Council?

YES (click to tick) <input type="radio"/>	NO (click to tick) <input checked="" type="radio"/>
----------------------------------------------	--------------------------------------------------------

If yes, please advise date and amount

DATE / YEAR <input type="text"/>	AMOUNT \$ <input type="text"/>
-------------------------------------	-----------------------------------

Did your group return the acquittal form?

YES (click to tick) <input type="radio"/>	NO (click to tick) <input checked="" type="radio"/>
----------------------------------------------	--------------------------------------------------------

Closing bank balance from the most recent bank statement or treasurer's report

Comment on cash set aside for specific projects (optional)

### APPLICATION CHECKLIST

If the following are not attached with the application, this may result in the application not being considered.

	SUPPLIED? (click to tick)	
	YES	NO
A copy of the group's/organisation's most recent bank statement or treasurer's report	<input type="radio"/>	<input checked="" type="radio"/>
A copy of the group's/organisation's public liability insurance	<input checked="" type="radio"/>	<input type="radio"/>
Where the group intends to purchase equipment, a copy of the quote/s obtained	<input checked="" type="radio"/>	<input type="radio"/>
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If your group is not incorporated, please supply a letter from your auspicing body	<input type="radio"/>	<input checked="" type="radio"/>

### AUTHORISATION OF APPLICANT

Name	Hayley O'Brien
Position	Project Manager & Committee Member
Date	30/11/2023

- I confirm that the information contained in the application form and within the attachments are true and correct.
- I confirm that this application has been submitted with the full knowledge and support of the applicant.
- I acknowledge the Community Grants Program acquittal requirements and understand that surplus funds may be required to be returned to Council.
- I am aware that this application will be reproduced in the Council Business Paper, and authorise public release of information provided.



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## Road Closure Land Transfer Deed

Mid-Western Regional Council

ABN 96 149 391 332

Peabody Pastoral Holdings Pty Ltd

ACN 141 206 368

Wilpinjong Coal Pty Ltd

ACN 104 594 694

Moolarben Coal Mines Pty Limited

ACN 108 601 672

2023

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**THIS DEED** is made on 2023

**BETWEEN:**

- (1) **Mid-Western Regional Council** ABN 96 149 391 332 of 86 Market Street, Mudgee, NSW 2850 (the **Council**);
- (2) **Peabody Pastoral Holdings Pty Limited** ACN 141 206 368 of 100 Melbourne Street, South Brisbane, QLD 4104 (**PPH**);
- (3) **Wilpinjong Coal Pty Limited** ACN 104 594 694 of 100 Melbourne Street, South Brisbane, QLD 4101 (**WCPL**); and
- (4) **Moolarben Coal Mines Pty Limited** ACN 108 601 672 of 'Darling Park Tower 2', Level 18, 201 Sussex Street, Sydney NSW 2000 (**Moolarben**).

**RECITALS:**

- (A) The parties have entered into the Road Opening HOA.
- (B) The parties have entered into this Deed to address the transfer of ownership of different parts of the Road Closure Land if and when closed to:
  - (1) PPH; and
  - (2) Moolarben,(collectively, the **Grantees** and each a **Grantee**), as referred to in clause 2.2(b) of the Road Opening HOA.
- (C) Subject to the registration of the Subdivision Plan:
  - (1) Council has agreed to grant to:
    - (i) PPH, an option for PPH to take a transfer of the PPH Lots; and
    - (ii) Moolarben, an option for Moolarben to take a transfer of the Moolarben Lots;
  - (2) PPH has agreed to grant to Council an option to require PPH to take a transfer of the PPH Lots; and
  - (3) Moolarben has agreed to grant to Council an option to require Moolarben to take a transfer of the Moolarben Lots,on the terms of this Deed.

**THE PARTIES AGREE AS FOLLOWS:**

1. **INTERPRETATION**

1.1 **Definitions**

A word defined in the Road Opening HOA has the same meaning in this Deed except as defined below.

**Authority** means:

- (a) a government or government department or other body;

- (b) a governmental, semi-governmental or judicial person including a statutory corporation; or
- (c) a person (whether autonomous or not) who is charged with the administration of Law.

**Approval** means any approval, consent, permit, licence, endorsement, condition, plan or requirement (and any variations to them) which may be required by an Authority.

**Call Option Period** means the period beginning on the later of:

- (a) the Registration Date; and
- (b) the date that PPH gives notice to Council and Moolarben under clause 1.3,

and ending on the date that is 20 Business Days after the Registration Date.

**Contamination** means the presence in, on or under land of a substance (whether a solid, liquid or gas) at a concentration above the concentration at which the substance is normally present in, on or under (respectively) land in the same locality, being a presence that presents a risk of material harm to human health or to any other aspect of the Environment.

**Conveyancing Rules** means the rules made under section 12E of the *Real Property Act 1900* (NSW).

**Crown Lands** means the Crown Lands Division of the NSW Department of Industry.

**Deed** means this deed including all annexures and schedules.

**Electronic Transaction** means a dealing as defined in the *Real Property Act 1900* (NSW) which may be created and 'Digitally Signed' in an 'Electronic Workspace' (as those terms are defined in clause 30 of the Standard Conditions).

**Environment** means all components of the earth.

**Environmental Law** means any law (including the laws of tort, negligence and nuisance) relating to the Environment or Contamination (or both), including a law relating to land use, planning, environmental assessment, heritage, water catchments, pollution of air or waters, noise, soil or water contamination, chemicals and hazardous substances, the ozone layer, waste, dangerous goods, building regulation, occupation of buildings and fire safety, public health, occupational health and safety, noxious trades and any aspect of the protection of the Environment, or the enforcement or administration of any of those laws.

**Environmental Liability** means any obligation, expense, liability, cost, loss, order, penalty or fine incurred pursuant to any Environmental Law which would or could be imposed upon any person in connection with a New Lot for any reason including as a result of Contamination in connection with a New Lot.

**FATA** means the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

**FIRB Approval** means a written notice that is unconditional or subject only to conditions acceptable to PPH that there is no objection under the FATA or Australian foreign investment policy to PPH's proposed entry into this Deed or the transfer of the PPH Lots to PPH.

**GST** has the meaning given to it in the GST Law.

**GST Law** has the meaning given to it in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Instrument** means any required section 88B instrument which, upon registration, will create those easements, rights of way and covenants referred to on the Subdivision Plan or required as part of the Approval for the subdivision of the Road Closure Land, including, without limitation, any easement for access granted in favour of National Parks and Wildlife Service over part of the Road Closure Land.

**Lot 100** means the land in Lot 100 DP755454.

**LRS** means NSW Land Registry Services or any replacement body.

**Moolarben Call Option** means the option to take transfer of the Moolarben Lots granted under clause 6.1 by Council to Moolarben.

**Moolarben Call Option Fee** means \$1.00 (exclusive of GST).

**Moolarben Lots** means those New Lots shaded in grey on the Subdivision Plan.

**Moolarben Put Option** means the option to require Moolarben to accept the transfer of the Moolarben Lots, granted under clause 6.4 by Moolarben to Council.

**Moolarben Put Option Fee** means \$1.00 (exclusive of GST).

**Moolarben Transfer Date** means the date that the Transfer Form for the transfer of the Moolarben Lots is registered at the LRS.

**New Lots** means the lots that are created on registration of the Subdivision Plan.

**New Road (Lot 100)** means the new, realigned sections of the Road, once constructed, opened and trafficable on Lot 100.

**Option** means (as the context requires), the PPH Call Option, PPH Put Option, Moolarben Call Option or Moolarben Put Option.

**Option Notice** means a written notice confirming exercise of the relevant Option substantially in the form of Schedule 2 for the PPH Call Option and Moolarben Call Option or substantially in the form of Schedule 3 for the PPH Put Option and Moolarben Put Option.

**PPH Call Option** means the option to take transfer of the PPH Lots granted under clause 5.1 by Council to PPH.

**PPH Call Option Fee** means \$1.00 (exclusive of GST).

**PPH Lots** means those New Lots shaded in pink on the Subdivision Plan.

**PPH Put Option** means the option to require PPH to accept the transfer of the PPH Lots granted under clause 5.4 by PPH to Council.

**PPH Put Option Fee** means \$1.00 (exclusive of GST).

**PPH Transfer Date** means the date that the Transfer Form for the transfer of the PPH Lots is registered at the LRS.

**Put Option Period** means the period beginning on day after the expiry of the Call Option Period and ending 20 Business Days after that date.

**Registration Date** means the later of:



- (a) the date that the Grantees receive notice from Council under clause 2.2(a)(iv) of the HOA that the existing sections of the Road that are located on the Road Closure Land have been closed; and
- (b) the date that the Grantees receive notice from Council that the Subdivision Plan and Instrument have been registered at the LRS.

**Road (Lot 100)** has the meaning given to it in clause 2.3(a).

**Road Opening HOA** means the Heads of Agreement for Opening New, Realigned Sections of Ulan-Wollar Road that was signed on 8 May 2019 and endorsed by the Council on 16 May 2019.

**Standard Conditions** means the NSW Law Society and Real Estate Institute of NSW Contract for the sale and purchase of land –2019 edition.

**Subdivision Plan** means the plan in Schedule 1 of this Deed.

**Transfer Date** means the PPH Transfer Date or the Moolarben Transfer Date, as relevant to the context.

**Transfer Form** means an LRS transfer form(s) for the transfer of:

- (a) the PPH Lots to PPH; or
- (b) the Moolarben Lots to Moolarben,

as applicable depending on the context.

## 1.2 **Rules for interpreting this Deed**

The rules in clauses 1.2-1.5 of the Road Opening HOA also apply in interpreting this Deed.

## 1.3 **FIRB condition precedent**

- (a) This Deed, other than clauses 2, 3, 4 and 14 – 17 (inclusive), does not become binding on the parties until PPH provides written notice to Council and Moolarben that:
  - (i) FIRB Approval is obtained;
  - (ii) FIRB Approval is not required; or
  - (iii) PPH waives the condition precedent in this clause 1.3.
- (b) If FIRB Approval is required:
  - (i) PPH must use all reasonable endeavours to obtain FIRB Approval as soon as practicable after the date of this Deed; and
  - (ii) PPH must notify Council promptly after FIRB Approval is obtained.

## 2. **ACKNOWLEDGMENTS OF THE PARTIES**

### 2.1 **Purpose of this Deed**

The parties to this Deed acknowledge and agree that the purpose of this Deed is to make provision for the matters referred to clause 2.2(b) of the Road Opening HOA, namely, the transfer of ownership of different parts of the Road Closure Land, if and when closed to each of:

- (a) PPH; and
- (b) Moolarben.

## 2.2 Capacity of the parties

The parties acknowledge and agree that:

- (a) each party has entered into this Deed, and will exercise their respective rights, perform their respective obligations and otherwise give effect to the terms of this Deed, in good faith; and
- (b) each party has had the opportunity of obtaining independent accounting and legal advice prior to entering this Deed and does not rely upon any representation, promise or inducement made by another party to this Deed.

## 2.3 Part of the Road on Lot 100

- (a) The parties acknowledge and agree that, as at the date of this Deed, Crown Lands has confirmed that the part of the Road that passes through Lot 100 as at the date of this Deed (**Road (Lot 100)**) is not Crown public road.
- (b) On and from the date of this Deed:
  - (i) the parties to this deed agree that the Road (Lot 100) is not a public road;
  - (ii) Council agrees that it will not object to PPH, WCPL or Moolarben carrying out or procuring the carrying out of mining or other operations on, under or over the Road (Lot 100), once the existing sections of the Road that are located on the Road Closure Land are closed (as contemplated by clause 2.2(a) of the Road Closure Deed),
  - (iii) the Road Opening HOA is varied as follows:
    - (A) the definition of "Road Closure Land" is amended by inserting the following words at the end of that definition: "and for the avoidance of doubt, the Road Closure Land does not include Lot 100 in DP755454";
    - (B) the table in Schedule 1 is amended by removing the reference to Lot 100 in DP755454; and
    - (C) the plan in Schedule 2 is deleted and replaced with the plan in Schedule 4 to this Deed;
  - (iv) WCPL must use best endeavours to procure the amendment of the title diagram relevant to Lot 100 and/or the title to Lot 100 to show that the public road within Lot 100 is the New Road (Lot 100) and not the Road (Lot 100); and
  - (v) the Council must provide all assistance reasonably requested by WCPL to procure the amendment contemplated in clause 2.3(b)(iv).

## 3. SUBDIVISION PLAN AND INSTRUMENT

- (a) Each of the Grantees acknowledge that the Subdivision Plan or the Instrument may need to be amended in accordance with the terms of this Deed.

- (b) Subject to clause 3(c), after the date of this Deed, a party may only make alterations to the Subdivision Plan or the Instrument with the prior written consent of the other parties, which cannot be unreasonably withheld or delayed in relation to alterations:
  - (i) to ensure that the Subdivision Plan or Instrument (as relevant) complies with any Approvals, Laws, LRS requirements or Crown Lands requirements; or
  - (ii) to give effect to the intentions of the parties under this deed,and provided the parties' interests are not adversely affected by the alterations.
- (c) Consent is not required under clause 3(b) in respect of minor alterations to the Subdivision Plan or Instrument which relate to registration formalities.

#### **4. CLOSURE OF ROAD CLOSURE LAND**

##### **4.1 Closure of Road Closure Land and registration of Subdivision Plan**

As soon as practical after the existing sections of the Road that are located on the Road Closure Land are closed (as contemplated by clause 4.1 of the Road Opening HOA), Council must use best endeavours to procure the registration of the Subdivision Plan and Instrument.

##### **4.2 Certificates of title for New Lots**

- (a) Council must immediately notify the Grantees once it receives notice that the Subdivision Plan and Instrument have been registered.
- (b) Not used.

#### **5. PPH CALL OPTION AND PPH PUT OPTION**

##### **5.1 Grant of PPH Call Option**

- (a) In consideration of the payment of the PPH Call Option Fee by PPH to Council, Council grants to PPH an option for PPH to take a transfer of the PPH Lots.
- (b) Council acknowledges receipt of the PPH Call Option Fee.
- (c) PPH must lodge this Deed with Revenue NSW for stamping in respect of the grant of the PPH Call Option.

##### **5.2 Irrevocable offer**

The PPH Call Option constitutes an irrevocable offer on the terms of this Deed by Council to transfer the PPH Lots to PPH and does not give rise to a conditional contract for the sale of the PPH Lots.

##### **5.3 Exercise of PPH Call Option**

PPH may exercise the PPH Call Option during the Call Option Period by giving to Council a properly completed Option Notice duly signed by PPH.

##### **5.4 Grant of PPH Put Option**

- (a) In consideration of the payment of the PPH Put Option Fee by Council to PPH, PPH grants an option to Council to require PPH to take a transfer of the PPH Lots.
- (b) PPH acknowledges receipt of the PPH Put Option Fee.

**5.5 Irrevocable offer**

The PPH Put Option constitutes an irrevocable offer on the terms of this Deed by PPH to take a transfer of the PPH Lots from Council and does not give rise to a conditional contract for the sale of the PPH Lots.

**5.6 Exercise of PPH Put Option**

Council may exercise the PPH Put Option during the Put Option Period by giving a completed Put Option Notice signed by Council to PPH.

**6. MOOLARBEN CALL OPTION AND MOOLARBEN PUT OPTION****6.1 Grant of Moolarben Call Option**

- (a) In consideration of the payment of the Moolarben Call Option Fee by Moolarben to Council, Council grants to Moolarben an option for Moolarben to take a transfer of the Moolarben Lots.
- (b) Council acknowledges receipt of the Moolarben Call Option Fee.
- (c) Moolarben must lodge this Deed with Revenue NSW for stamping in respect of the grant of the Moolarben Call Option.

**6.2 Irrevocable offer**

The Moolarben Call Option constitutes an irrevocable offer on the terms of this Deed by Council to transfer the Moolarben Lots to Moolarben and does not give rise to a conditional contract for the sale of the Moolarben Lots.

**6.3 Exercise of Moolarben Call Option**

Moolarben may exercise the Moolarben Call Option during the Call Option Period by giving to Council a properly completed Option Notice duly signed by Moolarben.

**6.4 Grant of Moolarben Put Option**

- (a) In consideration of the payment of the Moolarben Put Option Fee by Council to Moolarben, Moolarben grants an option to Council to require Moolarben to take a transfer of the Moolarben Lots.
- (b) Moolarben acknowledges receipt of the Moolarben Put Option Fee.

**6.5 Irrevocable offer**

The Moolarben Put Option constitutes an irrevocable offer on the terms of this Deed by Moolarben to take a transfer of the Moolarben Lots from Council and does not give rise to a conditional contract for the sale of the Moolarben Lots.

**6.6 Exercise of Moolarben Put Option**

Council may exercise the Moolarben Put Option during the Put Option Period by giving a completed Option Notice signed by Council to Moolarben.

**7. EXERCISE OF AN OPTION**

- (a) If the PPH Call Option or PPH Put Option is exercised:

- (i) Council must transfer to PPH, Council's right, title and interest in the PPH Lots for \$1.00 (if demanded in writing by the Council) on the PPH Transfer Date; and
- (ii) PPH must accept that transfer.
- (b) If the Moolarben Call Option or Moolarben Put Option is exercised:
  - (i) Council must transfer to Moolarben, Council's right, title and interest in the Moolarben Lots for \$1.00 (if demanded in writing by the Council) on the Moolarben Transfer Date; and
  - (ii) Moolarben must accept that transfer.
- (c) If an Option is exercised, Council must ensure that legal title to the relevant New Lots passes to the relevant Grantee free of any mortgage or other encumbrance or interest other than encumbrances or interests in the Instrument or reservations or conditions in the crown grant.

## 7.2 **Transfer Form**

- (a) As soon as practicable after the PPH Call Option or PPH Put Option is exercised:
  - (i) PPH must lodge the transfer of the PPH Lots with Revenue NSW for stamping; and
  - (ii) Council and PPH must promptly execute (which may be electronically over PEXA) a Transfer Form in respect of the PPH Lots,and attend to any other reasonable requirements so that the Transfer Form can be finalised and registered with the LRS.
- (b) As soon as practicable after the Moolarben Call Option or Moolarben Put Option is exercised:
  - (i) Moolarben must lodge the transfer of the Moolarben Lots with Revenue NSW for stamping; and
  - (ii) Council and Moolarben must promptly execute a Transfer Form in respect of the Moolarben Lots,and attend to any other reasonable requirements so that the Transfer Form can be finalised and registered with the LRS.

## 7.3 **Transfer of title of PPH Lots**

- (a) Subject to the exercise of the PPH Call Option or PPH Put Option, all risk in and title to the PPH Lots passes to PPH on and from the date the Transfer Form for the PPH Lots is registered.
- (b) The parties must use all reasonable endeavours to procure the registration of the Transfer Form for the PPH Lots upon or as soon as reasonably practicable after the exercise of the PPH Call Option or PPH Put Option.

## 7.4 **Transfer of title of Moolarben Lots**

- (a) Subject to the exercise of the Moolarben Call Option or Moolarben Put Option, all risk in and title to the Moolarben Lots passes to Moolarben on and from the date the Transfer Form for the Moolarben Lots is registered.

- (b) The parties must use all reasonable endeavours to procure the registration of the Transfer Form for the Moolarben Lots upon or as soon as reasonably practicable after the exercise of the Moolarben Call Option or Moolarben Put Option.

#### 7.5 Council to notify the Grantees

- (a) Council must notify the Grantees promptly after it receives notice of:
  - (i) Crown Lands approving the closure of the Road Closure Land (if required by Law); and
  - (ii) the publication of any notice in the NSW Government Gazette advertising the closure of the Road Closure Land.
- (b) Each Grantee must notify Council promptly after it receives notice of the registration of the relevant Transfer Form.

### 8. CONDITION OF NEW LOTS

#### 8.1 Present condition

Subject to the exercise of the relevant Option, each Grantee accepts the relevant New Lots in their current condition and state of repair as at the Transfer Date, subject to all infestations and dilapidation, latent or patent defects in or affecting the relevant New Lots, and otherwise on an 'as is, where is' basis (including with respect to any boundary or internal fences and other improvements).

#### 8.2 Purchaser's acceptance and acknowledgments

- (a) Subject to the exercise of the relevant Option, each Grantee represents and warrants to the Council that, because of the Grantee's own inspection and enquiries, the Grantee:
  - (i) is satisfied as to the nature, quality, condition and state of repair of the relevant New Lots that it is accepting transfer of (including but not limited to each of the matters set out in clause 8.2(b));
  - (ii) accepts the relevant New Lots as is and subject to all defects (latent or patent) and all dilapidation and infestation; and
  - (iii) is satisfied about the purposes for which the relevant New Lots may be used and about all restrictions and prohibitions on their development.
- (b) Without limiting clauses 8.1 or 8.2(a), each Grantee acknowledges that the Council makes no statement, representation or warranty relating to (and that the Grantees have satisfied themselves as to) each of the following matters:
  - (i) the condition or state of repair of the New Lots or any improvements on the New Lots;
  - (ii) the existing or potential fitness or suitability of the New Lots for any purpose or the functionality of the New Lots;
  - (iii) the status of compliance with the requirements of any Law applicable to the New Lots and the existence of any outstanding notices or requirements of the Local Government or other Authority affecting the New Lots;
  - (iv) any financial return or income derived or to be derived from the New Lots;

- (v) the value of the New Lots and their existing or potential profitability (including any independent valuations and reports provided by the Council);
- (vi) encumbrances affecting the New Lots;
- (vii) the presence of any sewer, manhole or vent on the New Lots;
- (viii) whether any New Lots are Contaminated;
- (ix) the existence of any asbestos-containing material at the New Lots;
- (x) the existence (or non-existence) of any Environmental Liability;
- (xi) planning restrictions (including all planning approvals, permits and consents) for the New Lots, the use to which the New Lots may be put and the development potential of the New Lots;
- (xii) whether or not the New Lots are affected by flooding;
- (xiii) the rights and privileges relating to the New Lots, including any restrictions on use or development;
- (xiv) whether or not the New Lots are affected by a proposal of an Authority for the realignment, expansion, widening, re-siting or altering the level or direction of any road or railway abutting, adjoining or adjacent to the land;
- (xv) whether or not any notice of resumption or intending resumption affecting the New Lots has been given;
- (xvi) whether or not all permissions, consents and approvals required from a relevant Authority for the construction or use of any part of any improvement on a New Lots has been obtained, or, having been obtained, have been complied with in all respects;
- (xvii) whether or not any requisitions, directions or recommendations have been delivered by any Authority in respect of the New Lots and, if delivered, have been complied with;
- (xviii) whether there are any notices or orders by any Authority, including a notice or order requiring work to be done or money spent in connection with the New Lots;
- (xix) whether or not any consents, approvals, permits or licences desirable or required to be held for the present use of the New Lots have been granted by a relevant Authority;
- (xx) any deeds or arrangements with the owners or occupiers of adjoining or nearby properties to the New Lots, including the terms of all easements and licences benefiting or affecting the New Lots;
- (xxi) the means or adequacy of access to the New Lots; or
- (xxii) any other matter (past, present, future or anticipated) relevant to the New Lots.

**8.3 Council's warranty**

Council warrants that, as at the date of this Deed, it has not received any notice, proposal, requisition, direction or recommendation from an Authority in respect of a New Lot, that has not been disclosed in writing to the Grantees.

**9. GRANTEE ACCEPTS ENVIRONMENTAL LIABILITY**

On and from the Transfer Date, the relevant Grantee (to the fullest extent permitted by Law):

- (a) accepts all Environmental Liability in respect of the New Lots that it is accepting transfer of, whether arising before, on or after the relevant Transfer Date;
- (b) must, at its cost, comply with the requirements of any Environmental Law in respect of the relevant New Lots and the requirements of any Authority relating to any Environmental Liability incurred in respect of the relevant New Lots;
- (c) must not, at any time, take any action or make any Claim against the Council for any Environmental Liability incurred in respect of the relevant New Lots;
- (d) unconditionally releases and forever discharges the Council from any Environmental Liability incurred in respect of the relevant New Lots; and
- (e) indemnifies the Council against all loss, injury, liability, damage, cost, Claim or other detriment suffered or incurred by the Council in respect of any Environmental Liability incurred as a result of Contamination of the relevant New Lots caused after the relevant Transfer Date.

**10. RELEASE**

- (a) On and from PPH Transfer Date, PPH releases the Council from any Claim which arises either directly or indirectly from or which relates to the condition of the PPH Lots before the PPH Transfer Date.
- (b) On and from Moolarben Transfer Date, Moolarben releases the Council from any Claim which arises either directly or indirectly from or which relates to the condition of the Moolarben Lots before the Moolarben Transfer Date.

**11. NO MERGER**

Clauses 4 and 8 to 10 (inclusive) do not merge on the relevant Transfer Date.

**12. MUTUAL OBLIGATIONS OF THE PARTIES**

The parties acknowledge and agree that each will act without undue delay but subject to its resources in implementing this Deed.

**13. ELECTRONIC CONVEYANCING**

If:

- (a) the Conveyancing Rules require the transfer of the New Lots as contemplated by this Deed to be conducted as an Electronic Transaction; and
- (b) clause 30.2 of the Standard Conditions does not apply,

then, unless the parties otherwise agree, the transfer of the New Lots is to be conducted as an Electronic Transaction in accordance with clause 30 of the Standard Conditions, as if that



clause is set out in full in this Deed, with such amendments necessary to reflect the transfer of the relevant New Lots to each of PPH and Moolarben, as contemplated by this Deed.

14. **STAMP DUTY AND COSTS**

14.1 **Stamp duty**

- (a) PPH must pay any stamp duty incurred in respect of the PPH Call Option, PPH Put Option and transfer of the PPH Lots to PPH.
- (b) Moolarben must pay any stamp duty incurred in respect of the Moolarben Call Option, Moolarben Put Option and transfer of the Moolarben Lots to Moolarben.
- (c) The Council must provide all assistance reasonably requested by a Grantee in respect of the valuation of any New Lot before the Transfer Date, at the Grantee's cost.

15. **GST**

15.1 **Amounts exclusive of GST**

Unless otherwise expressly stated, all amounts payable under or in connection with this Deed are stated exclusive of GST.

15.2 **Payment of GST**

If GST is or will be payable on a supply made under or in connection with this Deed the recipient must:

- (a) pay to the supplier an amount equal to any GST for which the supplier is liable on any supply by the supplier under this Deed, without deduction or set-off of any other amount; and
- (b) make that payment as and when the consideration or part of it must be paid or provided. If the recipient does not pay the GST at that time, then it must pay the GST within seven days of a written request by the supplier for payment of the GST.

15.3 **Tax invoice**

Each party making a taxable supply under this Deed must issue a tax invoice to the other party for each taxable supply at or before the time it makes the taxable supply.

15.4 **Indemnities and reimbursement**

If a party is obliged to make a payment under an indemnity or is required to reimburse a party for a cost (for example a party's obligation to pay another party's legal costs) on which that other party must pay GST, the indemnity or reimbursement is for the cost plus all GST (except any GST for which that party can obtain an input tax credit).

16. **NOTICES**

16.1 **Form**

- (a) All notices, demands, certificates, consents, approvals, waivers and other communications in connection with this Deed must be in writing and signed by the sender (if an individual) or an authorised officer of the sender.
- (b) Email communications must state the first and last name of the sender and are taken to be signed by the named sender.

**16.2 Delivery**

- (a) All notices required by this Deed or otherwise shall be given in writing and shall be sent by one party to the other parties by either email or post.
- (b) All notices shall be sent to the other party at the address set out below or to such other address, facsimile number or email address as one party may from time to time notify the other parties in writing:

**The Council:**

86 Market Street  
Mudgee NSW 2850

council@midwestern.nsw.gov.au

**PPH:**

100 Melbourne Street, South Brisbane, QLD 4101

Ian Flood – iflood@peabodyenergy.com

**WCPL:**

100 Melbourne Street, South Brisbane, QLD 4101

Ian Flood – iflood@peabodyenergy.com

**Moolarben:**

'Darling Park Tower 2', Level 18, 201 Sussex Street, Sydney NSW 2000

Notices@yancoal.com.au and:

Graham Chase – Graham.Chase@yancoal.com.au

- (c) If the intended recipient has notified changed contact details, then communications must be sent to the changed contact details.

**16.3 When effective**

Communications take effect from the time they are received or taken to be received under clause 16.4 (whichever happens first).

**16.4 When taken to be received**

Subject to clause 16.5, communications are taken to be received:

- (a) if delivered in person, when it has been left at the relevant receiving party's address as set out in clause 16.2 of this Deed, as applicable;
- (b) if sent by express post, 3 days after posting; or
- (c) if sent by email:
  - (i) when the sender receives an automated message confirming delivery; or
  - (ii) 4 hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that delivery failed,

whichever happens first.

16.5 **Receipt outside of business hours**

Despite anything else in this clause 16, if communications are received or taken to be received under clause 16.4 after 5.00pm on a Business Day or on a non-Business Day, they are taken to be received at 9.00am on the next Business Day. For the purposes of this clause, the place in the definition of Business Day is taken to be the place specified in clause 16.2 of this Deed, as applicable, as the address of the recipient and the time of receipt is the time in that place (or any new address of the recipient notified in writing to the other parties from time to time).

17. **GENERAL**

17.1 **Assignment**

- (a) No party may assign, novate or otherwise transfer their rights or obligations under this Deed without the other parties' consent, which must not be unreasonably withheld or delayed.
- (b) Moolarben must not sell, assign or otherwise transfer its interest in any one or more of the following titles without Council's consent:
  - (i) Lot 50 in DP755454;
  - (ii) Lot 122 in DP 755454; and
  - (iii) Lot 59 in DP 755454,

(the **Moolarben Titles**), which consent must not be withheld if the purchaser enters into a deed of novation with the Council and the other parties to this Deed, under which the purchaser agrees to comply with Moolarben's obligations under this Deed to the extent that a Moolarben Lot falls within a Moolarben Title.

- (c) WCPL must not sell, assign or otherwise transfer its interest in any one or more of the following titles without Council's consent:
  - (i) Lot 41 in DP 583255; and
  - (ii) Lot 100 in DP755454,

(the **WCPL Titles**), which consent must not be withheld if the purchaser enters into a deed of novation with the Council and the other parties to this Deed, under which the purchaser agrees to comply with WCPL's obligations under this Deed to the extent that a PPH Lot falls within a WCPL Title.

17.2 **Amendment of Deed**

No modification, variation or amendment of this Deed will be of any force unless such modification, variation or amendment is in writing and has been signed by each of the parties.

17.3 **Governing Law**

This Deed is governed by the Law in force in New South Wales.

**17.4 Jurisdiction**

Each party submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

**17.5 Giving effect to this Deed**

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to this Deed.

**17.6 Variation and waiver**

The exercise of a right partially or on one occasion does not prevent any further exercise of that right in accordance with the terms of this Deed. Neither a forbearance to exercise a right nor a delay in the exercise of a right operates as an election between rights or a variation of the terms of this Deed.

**17.7 Entire Deed**

This Deed and the Road Opening HOA constitute the entire agreement of the parties about the subject matter hereof and supersedes all previous agreements, understandings and negotiations on that subject matter.

**17.8 Operation of this Deed**

- (a) Any right that a person may have under this Deed is in addition to, and does not replace or limit, any other right that the person may have.
- (b) If the whole or any part of a provision of this Deed is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction to the extent severance is possible without defeating the intentions of the parties as properly ascertained from the terms of this Deed. If so, the remainder of this Deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.

**17.9 Discretion in exercising rights**

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this Deed expressly states otherwise.

**17.10 Enurement**

Subject to the provisions of this Deed, this Deed will be binding upon and enure to the benefit of each party's respective successors and assigns who become such in accordance with the terms of this Deed.

**17.11 Mitigation of damages**

- (a) Each party will have the duty to mitigate any losses it may suffer by reason of the breach of another party of any provision of this Deed including, by way of taking reasonable steps as requested by another party to enforce any rights it may have against third parties, within a reasonable time of having become aware of such breach.
- (b) A party's conduct in performing its duty to mitigate under clause 17.11(a) does not constitute acceptance of the other party's breach or repudiation or a surrender by operation of Law.

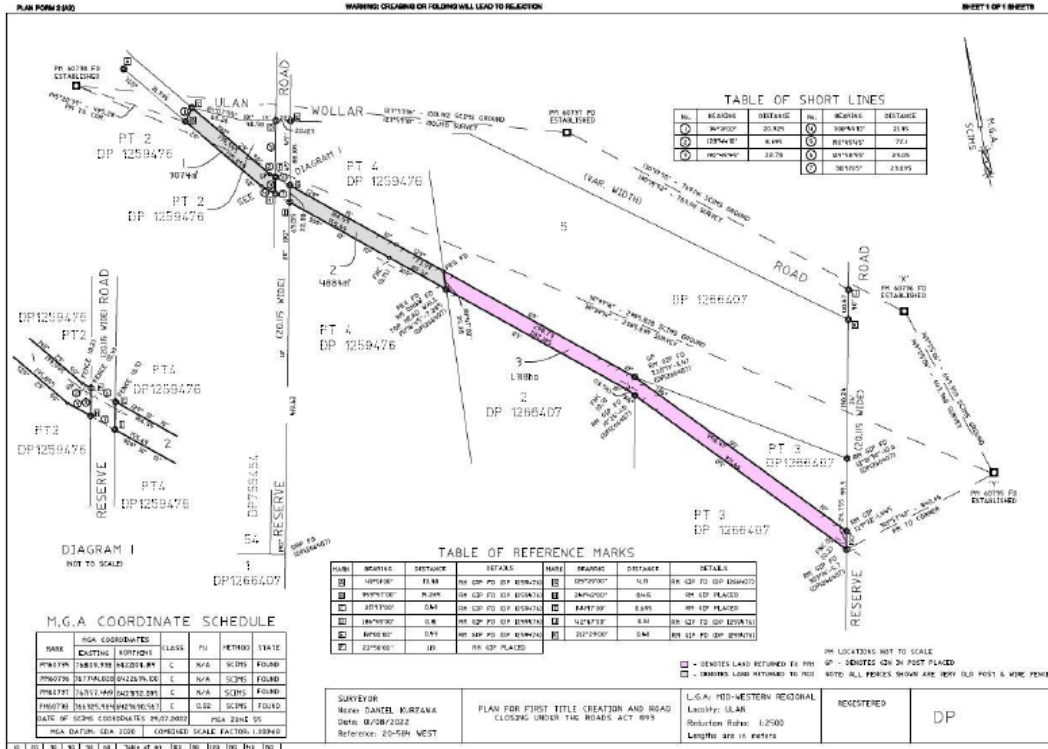
17.12 **Force majeure**

- (a) No party to this Deed shall be liable to another for any loss or damage of any nature whatsoever incurred or suffered as a result of any failures or delays in performance due to any cause or circumstance beyond its control including, but not limited to, any failures or delays in performance caused by any acts of God or public enemy, riots, strikes, civil disobedience or interference by civil or military authorities or a pandemic (**Force Majeure Event**).
- (b) If a party seeks to rely upon the provisions of clause 17.12(a), it shall advise the other parties as early as reasonably practicable of the anticipated or actual Force Majeure Event and the Force Majeure Event's expected effect on the party's performance under this Deed and promptly keep the other parties informed with respect to any changes regarding the effect of the Force Majeure Event on the party's performance hereunder.

17.13 **Counterparts**

This Deed may be executed in counterparts. Delivery of a counterpart of this Deed by email attachment constitutes an effective mode of delivery.

**SCHEDULE 1**  
**Subdivision Plan**





**SCHEDULE 2****Call option notice**

To: **Mid-Western Regional Council** ABN 96 149 391 332 (**Council**)  
86 Market Street, Mudgee, NSW 2850

A word defined in the Road Closure Transfer Deed dated [**insert date of this Deed**] has the same meaning in this option exercise notice.

[**insert name**] ACN [**insert ACN**] exercises [the PPH Call Option granted under clause 5.1 of the Road Closure Transfer Deed dated [**insert date of this Deed**] to require Council to transfer the PPH Lots] **OR** [the Moolarben Call Option granted under clause 6.1 of the Road Closure Transfer Deed dated [**insert date of this Deed**] to require Council to transfer the Moolarben Lots]. [**delete as appropriate**]

Dated:

[**insert relevant execution block**]



**SCHEDULE 3**  
**Put Option Notice**

To: [insert name] ACN [insert ACN]  
[insert address]

A word defined in the Road Closure Transfer Deed dated [insert date of this Deed] has the same meaning in this option exercise notice.

**Mid-Western Regional Council** ABN 96 149 391 332 (**Council**) exercises [the PPH Put Option granted under clause 5.4 of the Road Closure Transfer Deed dated [insert date of this Deed] to require PPH to take a transfer of the PPH Lots] **OR** [the Moolarben Put Option granted under clause 6.4 of the Road Closure Transfer Deed dated [insert date of this Deed] to require Moolarben to take a transfer of the Moolarben Lots]. [delete as appropriate]

Dated:

**SIGNED** for and on behalf of **MID-WESTERN REGIONAL COUNCIL ABN 96 149 391 332** by its duly authorised representative in the presence of:

\_\_\_\_\_  
Signature of party

\_\_\_\_\_  
Signature of witness

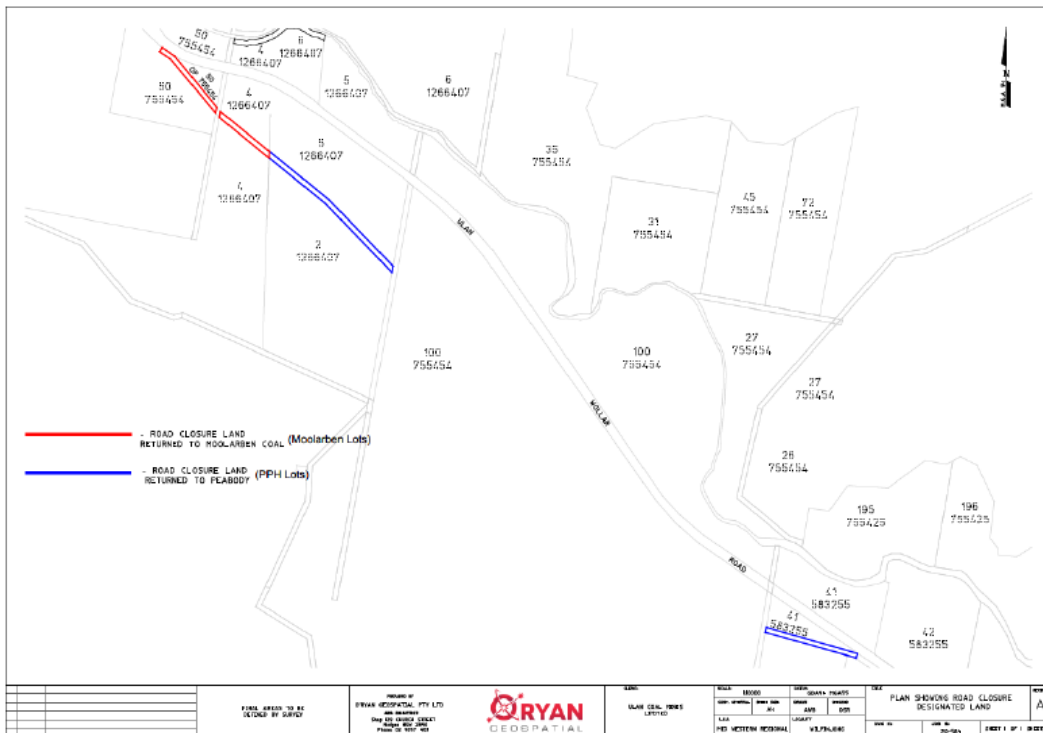
\_\_\_\_\_  
Name

**SCHEDULE 4**

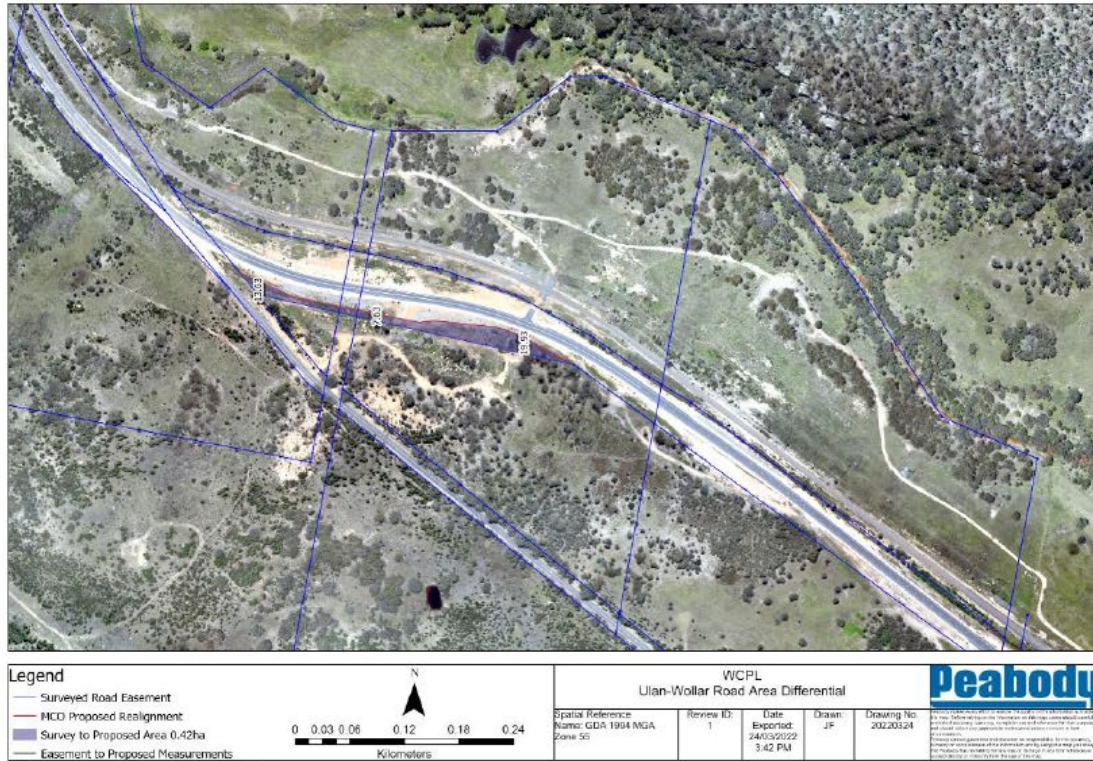
**Road Closure Land**

The Road Closure Land is identified in Diagram A below. For the avoidance of doubt, the Moolarben Lots will not include the area of land which is shaded in blue in Diagram B below.

**Diagram A – Aerial Image of Road Closure Land**



**Diagram B - Area excluded from Moolarben Lots**





**EXECUTED AS AN DEED BY THE PARTIES.**

**SIGNED** for and on behalf of **MID-WESTERN REGIONAL COUNCIL ABN 96 149 391 332** by its duly authorised representative in the presence of:

\_\_\_\_\_  
Signature of party

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name

**EXECUTED** by **PEABODY PASTORAL HOLDINGS PTY LIMITED ACN 141 206 368** in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**EXECUTED** by **WILPINJONG COAL PTY LTD ACN 104 594 694** in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**EXECUTED** by **MOOLARBEN COAL MINES PTY LIMITED ACN 108 601 672** in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name



## MID-WESTERN REGIONAL COUNCIL

COUNCIL MEETING EXTRACT  
COUNCIL MEETING: 15 SEPTEMBER 2021**Item 9:****Finance**9.4 AMENDMENT TO ROAD CLOSURE LAND TRANSFER DEED  
ULAN-WOLLAR ROAD

GOV400088, Roa1000367

01/21

**MOTION: Shelley / Paine****That Council:**

1. receive the report by the Manager Property and Revenue on the Amendment to Road Closure Land Transfer Deed Ulan-Wollar Road;
2. agree to the terms in the revised Road Closure Land Transfer Deed as appended as Attachment 1 to this Report;
3. authorise the General Manager to endorse the revised Road Closure Land Transfer Deed as appended as Attachment 1 to this Report;
4. require Peabody Pastoral Holdings P/L or Wilpinjong Coal P/L be responsible for all reasonable costs incurred by Council in discharging its tasks in accordance with the revised Road Closure Land Transfer Deed as appended as Attachment 1 to this Report, including all legal and other out of pocket costs;
5. authorise the General Manager to sign all documentation, where necessary, to transfer the ownership of the different parts of the Road Closure Land, if and when closed, to Peabody Pastoral Holdings P/L and Moolarben Coal Mines P/L as cited in the revised Road Closure Land Transfer Deed appended as Attachment 1 to this Report;
6. authorise the Mayor to sign all documentation, where additionally required to do so, to transfer the ownership of the different parts of the Road Closure Land, if and when closed, to Peabody Pastoral Holdings P/L and Moolarben Coal Mines P/L as cited in the revised Road Closure Land Transfer Deed appended as Attachment 1 to this Report; and
7. authorise the Common Seal of Council be affixed to all documentation, where necessary, to transfer the ownership of the different parts of the Road Closure Land, if and when closed, to Peabody Pastoral Holdings P/L and Moolarben Coal Mines P/L as cited in the revised Road Closure Land Transfer Deed appended as Attachment 1 to this Report.

*The motion was carried with the Councillors voting unanimously.*



Final: 8 May 2019

## Heads of Agreement for opening of new, realigned sections of Ulan-Wollar Road

Mid-Western Regional Council

ABN 96 149 391 332

Peabody Pastoral Holdings Pty Ltd

ACN 141 206 368

Wilpinjong Coal Pty Ltd

ACN 104 594 694

Moolarben Coal Mines Pty Limited

ACN 108 601 672



2019

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**Schedule**

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THIS AGREEMENT is made on 16 May 2019

**BETWEEN:**

- (1) **Mid-Western Regional Council** ABN 96 149 391 332 of 86 Market Street, Mudgee, NSW 2850 (the **Council**);
- (2) **Peabody Pastoral Holdings Pty Limited** ACN 141 206 368 of 100 Melbourne Street, South Brisbane, QLD 4101 (**PPH**);
- (3) **Wilpinjong Coal Pty Limited** ACN 104 594 694 of 100 Melbourne Street, South Brisbane, QLD 4101 (**WCPL**);
- (4) **Moolarben Coal Mines Pty Limited** ACN 108 601 672 of 'Darling Park Tower 2', Level 18, 201 Sussex Street, Sydney NSW 2000 (**Moolarben**).

**RECITALS:**

- (A) WCPL is the proponent of a State significant development known as the Wilpinjong Extension Project, which was granted development consent under the *Environmental Planning and Assessment Act 1979* (**EP&A Act**) being the SSD Consent on 24 April 2017 and may be subject to modification, from time-to-time.
- (B) As part of the SSD Consent granted for the Wilpinjong Extension Project, WCPL obtained approval for the realignment of Ulan-Wollar Road (the **Road**).
- (C) The Road is a Council Public Road in respect of which the Council is the Roads Authority for the purposes of the *Roads Act 1993* (**Roads Act**).
- (D) The process for re-alignment of the Road involves:
  - (1) the opening and dedication of new, realigned sections of the Road in accordance with the Roads Act, the EP&A Act and the SSD Consent; and
  - (2) the closing of the existing sections of the Road that are to be the subject of realignment in accordance with the Roads Act, the EP&A Act and the SSD Consent.
- (E) The land on which the new, realigned sections of the Road are to be located is owned by either Moolarben, WCPL or TfNSW.
- (F) This Agreement records the parties' agreement in respect of the opening and dedication of the new, realigned sections of the Road in accordance with the Roads Act, the EP&A Act, the SSD Consent and this Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

1. **INTERPRETATION**

1.1 **Definitions**

The following definitions apply in this document.

**Agreement** means this Agreement.

**Business Day** means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in New South Wales.

**Claims** means any claims, proceedings, expenses, costs (including legal costs on a full indemnity basis), damages, losses and other liabilities.

**Commencement Date** means the date on which this Agreement is executed by all parties to this Agreement.

**Council** means the Mid-Western Regional Council.

**Council Public Road** means a Public Road in respect of which the Council is the Roads Authority.

**Early Works** mean the works on the Road Dedication Land the subject of contract 3744 between WCPL and Council including variation 1 dated 8 January 2019.

**EP&A Act** means the *Environmental Planning and Assessment Act 1979* (NSW), including any associated regulations or environmental planning instruments.

**Force Majeure Event** has the meaning described in clause 8.11(a) of this Agreement.

**Land** means the land which is subject to this Agreement, as identified in **Schedule 1** to this Agreement.

**Law** means:

- (a) all legislation (including subordinate or delegated legislation or statutory instruments of any kind, including regulatory approvals or authorisations granted under legislation) of Australia or New South Wales;
- (b) common law and equity; or
- (c) any policy, guideline, official directive or request of any government agency or regulatory body, including a stock exchange within Australia, with which the relevant party is legally required to comply.

**Lay Down Area** means that area of the Land which is owned by PPH or WCPL and is identified as constituting the lay down area in **Schedule 2** of this Agreement.

**PPH** means Peabody Pastoral Holdings Pty Limited.

**Public Road** has the same meaning as given to the same phrase by the Roads Act.

**Moolarben** means Moolarben Coal Mines Pty Limited.

**Road** means the Ulan-Wollar Road.

**Roads Act** means the *Roads Act 1993* (NSW), including any associated regulations.

**Roads Authority** has the same meaning as that given to the same phrase by the Roads Act.

**Road Closure Land** means the land on which the existing sections of the Road that are a Council Public Road, which are to be the subject of realignment, are currently located, as identified in **Schedule 2** to this Agreement.

**Road Dedication Land** means the parts of the Land on which the new, realigned sections of the Road are to be located, as identified in **Schedule 2** to this Agreement.

**Sale Land** means the part of the Land shown coloured in purple in **Schedule 3** to this Agreement that is owned by Moolarben (as identified in **Schedule 1** to this Agreement) and which PPH or WCPL may acquire from Moolarben.

**SSD Consent** means the development consent SSD 6764 granted for the Wilpinjong Extension Project by the NSW Planning Assessment Commission, as delegate for the NSW Minister for Planning, on 24 April 2017.

**Term** has the meaning described in clause 6.1 of this Agreement.

**TfNSW** means Transport for NSW.

**TfNSW Land** means that part of the Road Dedication Land owned by TfNSW at the date of this Agreement which is to be acquired by Council as a condition precedent.

**WCPL** means Wilpinjong Coal Pty Limited.

**Wilpinjong Extension Project** means the development that is authorised by the SSD Consent as an extension of the existing Wilpinjong Coal Mine, including all associated authorised development.

## 1.2 Rules for interpreting this Agreement

The following rules also apply in interpreting this Agreement, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
- (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document or agreement (including this Agreement), or a provision of a document or agreement (including that Agreement), is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a party to this Agreement or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
  - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in Law of the person;
  - (v) a schedule, annexure or clause is to a schedule, annexure or clause of this Agreement, and a reference in a schedule or an annexure to a clause is to a clause of that schedule or annexure;
  - (vi) a time is to Sydney time;
  - (vii) anything (including a right, obligation or concept) includes each part of it; and
  - (viii) this Agreement includes all schedules and annexures contained in or attached to this Agreement.
- (b) A word which suggests one gender includes the other genders.
- (c) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (d) The words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an

example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

- (e) A reference to **information** is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets.

### 1.3 **Non-Business Days**

If the day on or by which a person must do something under this Agreement is not a Business Day:

- (a) if the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and
- (b) in any other case, the person must do it on or by the previous Business Day.

### 1.4 **Multiple parties**

If a party to this Agreement is made up of more than one person, or a term is used in this Agreement to refer to more than one party:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or that term is a reference to each of those persons separately, so that (for example), a representation, warranty or undertaking is given by each of them separately.

### 1.5 **The rule about "contra proferentem"**

This Agreement is not to be interpreted against the interests of a party merely because that party prepared this Agreement or some provision of it or because that party relies on a provision of this Agreement to protect itself.

## 2. **ACKNOWLEDGMENTS OF THE PARTIES**

### 2.1 **Purpose of this Agreement**

The parties to this Agreement acknowledge and agree that the purpose of this Agreement is to facilitate the opening and dedication of new, realigned sections of the Road in accordance with the Roads Act, the EP&A Act, the SSD Consent and the terms of this Agreement.

**Schedule 1** to this Agreement outlines the folio identifiers and ownership of the Land which is subject to this Agreement.

**Schedule 2** to this Agreement identifies the Road Dedication Land.

### 2.2 **Conditions precedent**

The provisions of this document, other than clauses 1 (interpretation), this clause 2, clause 5 (release and indemnity), clause 6 (term), clause 7 (notices) and clause 8 (general), do not become binding unless and until all of the following Conditions Precedent are satisfied:

- (a) the Council has, pursuant to Part 4, Division 3 of the Roads Act:

- (i) proposed the closure of the existing sections of the Road that are located on the Road Closure Land in accordance with section 38A of the Roads Act;
  - (ii) given notice of the proposed closure of the existing sections of the Road that are located on the Road Closure Land in accordance with section 38B of the Roads Act;
  - (iii) considered any submissions received by it in relation to the proposed closure of the existing sections of the Road that are located on the Road Closure Land in accordance with section 38D of the Roads Act; and
  - (iv) the Council has, after undertaking the task referred to in condition 2.2(a)(iii) of this Agreement, determined that it intends subject to section 38D(2) of the Roads Act to close the existing sections of the Road that are located on the Road Closure Land and notifies the other parties to this Agreement of this fact in writing.
- (b) the parties have entered into or executed another agreement in relation to the Road Closure Land which, provides for the transfer of ownership of different parts of the Road Closure Land if and when closed to:
- (i) PPH or WCPL; and
  - (ii) Moolarben.
- The parts of the Road Closure Land to be transferred to either PPH or WCPL, and Moolarben, respectively are identified in **Schedule 2** to this Agreement.
- (c) the Road Dedication Land (other than the TfNSW Land) is opened as a Council Public Road in accordance with the Roads Act; and
- (d) Council has acquired the TfNSW Land in accordance with Law (including the *Land Acquisition (Just Terms Compensation) Act 1991* as applicable) and also opened it as a Council Public Road and been compensated for all of its reasonable costs in that regard by PPH or WCPL.

### 2.3 **Proposed closure of existing sections of Ulan-Wollar Road is not affected by this Agreement**

The parties acknowledge and agree that:

- (a) nothing in this Agreement requires or otherwise binds the Council to exercise its functions under Part 4, Division 3 of the Roads Act in any particular manner whatsoever, including to close the sections of the Road which are located on the Road Closure Land; and
- (b) the Council is, in its absolute discretion, entitled to exercise its powers under Part 4, Division 3 of the Roads Act in any manner it sees fit.

### 2.4 **Capacity of the parties**

The parties acknowledge and agree that:

- (a) the Road is a Council Public Road;
- (b) the Land which is the subject of this Agreement is owned by WCPL, Moolarben and TfNSW in accordance with **Schedule 1** to this Agreement, and each of WCPL and Moolarben gives a warranty that it is the registered proprietor of the relevant

parcels of Land for which each is respectively identified as the relevant owner in **Schedule 1**;

- (c) each party has entered into this Agreement, and will exercise their respective rights, perform their respective obligations and otherwise give effect to the terms of this Agreement, in good faith; and
- (d) each party has had the opportunity of obtaining independent accounting and legal advice prior to entering this Agreement and does not rely upon any representation, promise or inducement made by another party to this Agreement.

### 3. **OPENING OF NEW, REALIGNED SECTIONS OF ULAN-WOLLAR ROAD**

#### 3.1 **Land exchange**

The parties to this Agreement acknowledge, and the Council, PPH, WCPL and Moolarben agree that, in consideration of WCPL and Moolarben causing the opening of the Road Dedication Land (other than the TfNSW Land) as a Council Public Road, the Council will, subject to clauses 2.2 and 2.3 and following closure under clause 4.2 of this Agreement, transfer ownership of different parts of the Road Closure Land to

- (a) PPH or WCPL; and
- (b) Moolarben,

in accordance with the agreement referred to in clause 2.2(b).

The parts of the Road Closure Land to be transferred to either PPH or WCPL, and Moolarben, respectively are identified in **Schedule 2** to this Agreement.

#### 3.2 **Acquisition of land owned by Moolarben**

The parties to this Agreement acknowledge that PPH or WCPL may, in PPH's or WCPL's discretion, negotiate and ultimately acquire the Sale Land which is, or will be, owned by Moolarben and subject to this Agreement.

In the event that PPH or WCPL acquires the Sale Land which is owned by Moolarben and subject to this Agreement prior to the conditions precedent in clause 2.2 being satisfied:

- (a) the parties agree that Moolarben's rights, obligations and interests in relation to the Sale Land under this Agreement will be automatically transferred or assigned to PPH or WCPL (as the case may be) on and from the date PPH or WCPL (as the case may be) has acquired ownership of the Sale Land from Moolarben; and
- (b) clause 3.1 of this Agreement will not apply to Moolarben in relation to the Sale Land and, for the avoidance of doubt, all references to Moolarben in the context of the Sale Land in clause 3.1 are to be treated as having been deleted from this Agreement.

### 4. **OBLIGATIONS OF THE PARTIES**

#### 4.1 **Council's covenants**

To achieve the objectives of this Agreement, the parties agree that the Council will, on behalf of the other parties to this Agreement, undertake the following tasks in connection with the Road Dedication Land:

- (a) the Council will:

- (i) physically occupy any part of the Road Dedication Land for the purpose of carrying out works required by this Agreement; and
  - (ii) may, with the written consent (not to be unreasonably withheld) of the relevant owner of the Land concerned, physically occupy any other part of the Land for the purpose of carrying out works associated with this Agreement;
- (b) the Council will:
- (i) construct the new, realigned sections of the Road (other than the Early Works) on the Road Dedication Land; and
  - (ii) carry out any associated works such as vegetation clearing, removal of unsuitable material, installation of drainage, replacement of suitable road base material, road sealing, road marking and road signage,

to the standards required by the Council, if any, and in accordance with Law and the SSD Consent.

Once construction of the new, realigned sections of the Road are complete on the Road Dedication Land, the Council is, subject to section 38D(2)(b) of the Roads Act, to cause a notice to be published in the Gazette in accordance with section 38D of the Roads Act closing the existing sections of the Road that are located on the Road Closure Land.

#### 4.2 **PPH, WCPL and Moolarben covenants**

To achieve the objectives of this Agreement, PPH, WCPL and Moolarben agrees to undertake (either collectively or individually, as the case may be) the following tasks in connection with the Road Dedication Land:

- (a) PPH or WCPL will bear all reasonable costs incurred by the Council in discharging its tasks in accordance with clause 4.1 and 4.2 of this Agreement and satisfying the conditions precedent, including, but without limitation:
  - (i) the costs of constructing and completing the new, realigned sections of the Road in accordance with clause 4.1 of this Agreement;
  - (ii) all of its legal and other out of pocket costs incurred in connection with this Agreement.
- (b) PPH or WCPL will, at PPH's or WCPL's own cost and upon satisfaction of all conditions precedent in clause 2.2 of this Agreement, install new boundary fencing around the Road Dedication Land, such fencing to be of a similar or the same standard as the current boundary fencing that exists around the Road Closure Land;
- (c) PPH or WCPL will endeavour to provide suitable road base material to the Council for construction of the new, realigned sections of the Road on the Road Dedication Land and, upon receipt of that material, the Council will accept all responsibility for the use of that material in the construction work it undertakes pursuant to clause 4.1 of this Agreement;
- (d) PPH, WCPL and Moolarben will allow the Council's personnel and contractors reasonable access to the Road Dedication Land across their Land for the purposes of all work the Council needs to undertake pursuant to clause 4.1 of this Agreement;
- (e) PPH and WCPL agree that the Council, subject to clause 4.3 below, may utilise:



- (i) the Lay Down Area; or
- (ii) any other part of PPH and WCPL's Land (upon being given written consent to do so by PPH or WCPL, such consent not to be unreasonably withheld),

for the purpose of stockpiling or removal of materials whilst construction work on the Road Dedication Land is being undertaken.

4.3 **Council to be responsible for erosion and sediment control and rehabilitation of Lay Down Area or any other Land which is used for stockpiling or removal purposes**

The Council agrees that it will be responsible for all erosion and sediment control and rehabilitation of the Lay Down Area to the standard of the Lay Down Area that exists as at the date on which all conditions precedent referred to in clause 2.2 of this Agreement are satisfied.

4.4 **Mutual obligations of the parties**

The parties acknowledge and agree that each will act without undue delay but subject to its resources in implementing this Agreement.

5. **RELEASE AND INDEMNITY**

5.1 **Releases given by the Council**

The Council releases PPH, WCPL and Moolarben and each of the other parties' respective employees, contractors and agents from any Claims to the extent that such Claims:

- (a) are attributable to the work undertaken by the Council in accordance with this Agreement; and
- (b) arise in respect of loss or damage to any property, or injury to or death of any person.

5.2 **Indemnities given by the Council**

The Council agrees to indemnify and keep indemnified PPH, WCPL and Moolarben and each of the other parties' respective employees, contractors and agents against all Claims to the extent arising out of or resulting from any negligent acts, omissions or defaults on the part of the Council, its employees, contractors or agents in the work undertaken by the Council on the Land as required by this Agreement, whether:

- (a) incurred directly by PPH, WCPL or Moolarben or claimed against PPH, WCPL or Moolarben by third parties;
- (b) arising in contract, tort (including negligence), under legislation or otherwise; or
- (c) arising from loss of, or damage to, any property, injury to or death of any person, or otherwise.

6. **TERM**

6.1 **Term of this Agreement**

Subject to clause 2.2, this Agreement shall come into force on the Commencement Date and shall remain in full force until the date on which the Road Closure Land is transferred in accordance with clause 3.1, unless otherwise agreed in writing.

**7. NOTICES****7.1 Form**

- (a) All notices, demands, certificates, consents, approvals, waivers and other communications in connection with this Agreement must be in writing and signed by the sender (if an individual) or an authorised officer of the sender.
- (b) Email communications must state the first and last name of the sender and are taken to be signed by the named sender.

**7.2 Delivery**

- (a) All notices required by this Agreement or otherwise shall be given in writing and shall be sent by one party to the other parties by either email or post.
- (b) All notices shall be sent to the other party at the address set out below or to such other address, facsimile number or email address as one party may from time to time notify the other parties in writing:

The Council:

86 Market Street  
Mudgee NSW 2850

council@midwestern.nsw.gov.au

PPH:

100 Melbourne Street, South Brisbane, QLD 4101]

Ian Flood – iflood@peabodyenergy.com

WCPL:

100 Melbourne Street, South Brisbane, QLD 4101

Ian Flood – iflood@peabodyenergy.com

Moolarben:

'Darling Park Tower 2', Level 18, 201 Sussex Street, Sydney NSW 2000

Notices@yancoal.com.au and:

Graham Chase – Graham.Chase@yancoal.com.au

- (c) If the intended recipient has notified changed contact details, then communications must be sent to the changed contact details.

**7.3 When effective**

Communications take effect from the time they are received or taken to be received under clause 7.4 (whichever happens first).

**7.4 When taken to be received**

Subject to clause 7.5, communications are taken to be received:

- (a) if delivered in person, when it has been left at the relevant receiving party's address as set out in clause 7.2 of this Agreement, as applicable;
- (b) if sent by express post, 3 days after posting; or
- (c) if sent by email:
  - (i) when the sender receives an automated message confirming delivery; or
  - (ii) 4 hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that delivery failed,

whichever happens first.

#### 7.5 **Receipt outside of business hours**

Despite anything else in this clause 7, if communications are received or taken to be received under clause 7.4 after 5.00pm on a Business Day or on a non-Business Day, they are taken to be received at 9.00am on the next Business Day. For the purposes of this clause, the place in the definition of Business Day is taken to be the place specified in clause 7.2 of this Agreement, as applicable, as the address of the recipient and the time of receipt is the time in that place (or any new address of the recipient notified in writing to the other parties from time to time).

### 8. **GENERAL**

#### 8.1 **Amendment of Agreement**

No modification, variation or amendment of this Agreement will be of any force unless such modification, variation or amendment is in writing and has been signed by each of the parties.

#### 8.2 **Governing Law**

This Agreement is governed by the Law in force in New South Wales.

#### 8.3 **Jurisdiction**

Each party submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

#### 8.4 **Giving effect to this Agreement**

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to this Agreement.

#### 8.5 **Variation and waiver**

The exercise of a right partially or on one occasion does not prevent any further exercise of that right in accordance with the terms of this Agreement. Neither a forbearance to exercise a right nor a delay in the exercise of a right operates as an election between rights or a variation of the terms of this Agreement.

#### 8.6 Entire agreement

This Agreement constitutes the entire agreement of the parties about the subject matter hereof and supersedes all previous agreements, understandings and negotiations on that subject matter.

#### 8.7 Operation of this Agreement

- (a) Any right that a person may have under this Agreement is in addition to, and does not replace or limit, any other right that the person may have.
- (b) If the whole or any part of a provision of this Agreement is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction to the extent severance is possible without defeating the intentions of the parties as properly ascertained from the terms of this Agreement. If so, the remainder of this Agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.

#### 8.8 Discretion in exercising rights

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this Agreement expressly states otherwise.

#### 8.9 Enurement

Subject to the provisions of this Agreement, this Agreement will be binding upon and enure to the benefit of each party's respective successors and assigns who become such in accordance with the terms of this Agreement.

#### 8.10 Mitigation of damages

- (a) Each party will have the duty to mitigate any losses it may suffer by reason of the breach of another party of any provision of this Agreement including, by way of taking reasonable steps as requested by another party to enforce any rights it may have against third parties, within a reasonable time of having become aware of such breach.
- (b) A party's conduct in performing its duty to mitigate under clause 8.10(a) does not constitute acceptance of the other party's breach or repudiation or a surrender by operation of Law.

#### 8.11 Force majeure

- (a) No party to this Agreement shall be liable to another for any loss or damage of any nature whatsoever incurred or suffered as a result of any failures or delays in performance due to any cause or circumstance beyond its control including, but not limited to, any failures or delays in performance caused by any acts of God or public enemy, riots, strikes, civil disobedience or interference by civil or military authorities (**Force Majeure Event**).
- (b) If a party seeks to rely upon the provisions of clause 8.11(a), it shall advise the other parties as early as reasonably practicable of the anticipated or actual Force Majeure Event and the Force Majeure Event's expected effect on the party's performance under this Agreement and promptly keep the other parties informed with respect to any changes regarding the effect of the Force Majeure Event on the party's performance hereunder.

8.12 **Counterparts**

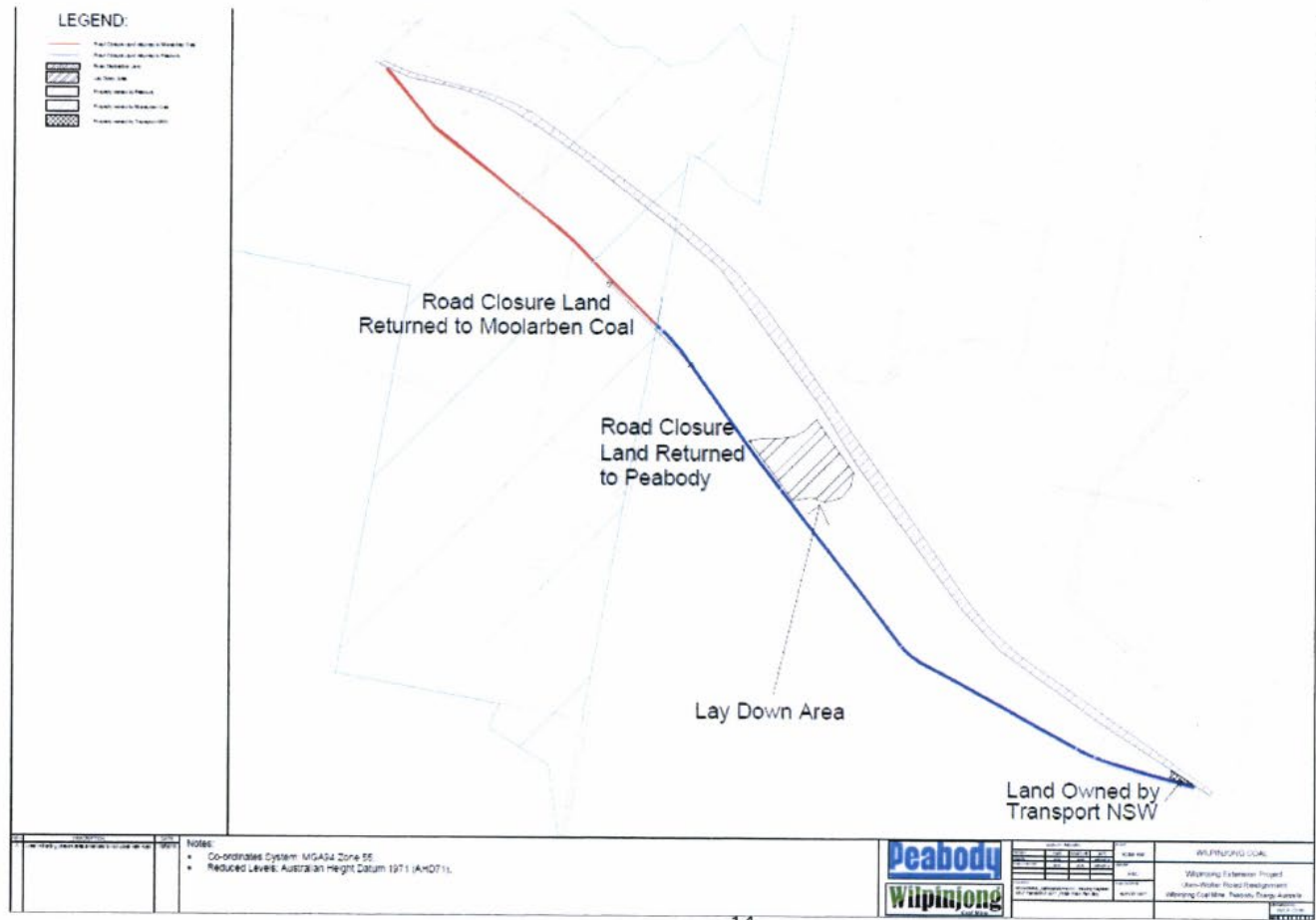
This Agreement may be executed in counterparts. Delivery of a counterpart of this document by email attachment constitutes an effective mode of delivery.

**SCHEDULE 1****Schedule of Land and Ownership Details**

Ulan-Wollar road realignment	DP	LOT	Land Owner
Stage 1	755454	50	Moolarben Coal Mines Pty Ltd
	724655	122	Moolarben Coal Mines Pty Ltd
	755454	59	Moolarben Coal Mines Pty Ltd
	755454	100	Wilpinjong Coal Pty Ltd
	583255	41	Wilpinjong Coal Pty Ltd
	Lot 1 in plan of land resumed for railway purposes Government Gazette No 3027 Folio 135; C903535		Transport for NSW - currently leased to ARTC

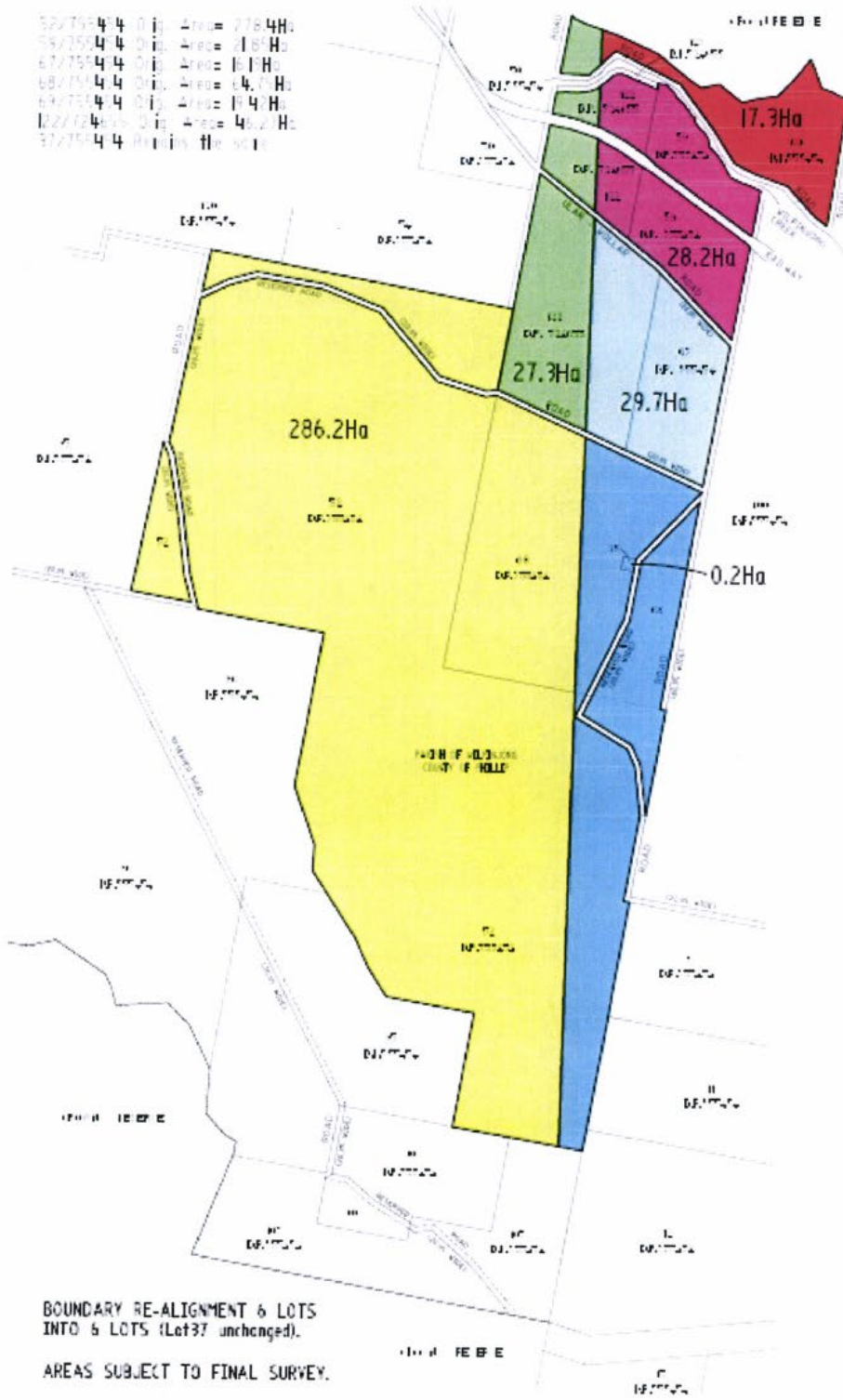
**SCHEDULE 2**

**Road Dedication Land, Road Closure Land and Lay Down Area**



**SCHEDULE 3**  
**Moolarben Sale Land**

52/7544 0 i Area = 278.4Ha  
 55/25044 0 i Area = 11.8Ha  
 67/7544 0 i Area = 11.1Ha  
 68/7544 0 i Area = 14.0Ha  
 69/7544 0 i Area = 11.4Ha  
 122/7544 0 i Area = 46.2Ha  
 37/7544 0 i This is the site






**EXECUTED AS AN AGREEMENT BY THE PARTIES.**

**SIGNED** for and on behalf of **MID-WESTERN REGIONAL COUNCIL ABN 96 149 391 332** by its duly authorised representative in the presence of:



\_\_\_\_\_  
Signature of party



\_\_\_\_\_  
Signature of witness

Mette Sutton

\_\_\_\_\_  
Name

**EXECUTED** by **PEABODY PASTORAL HOLDINGS PTY LIMITED ACN 141 206 368** in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**EXECUTED** by **WILPINJONG COAL PTY LTD ACN 104 594 694** in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**EXECUTED** by **MOOLARBEN COAL MINES PTY LIMITED ACN 108 601 672** in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**EXECUTED AS AN AGREEMENT BY THE PARTIES.**

**SIGNED** for and on behalf of **MID-WESTERN REGIONAL COUNCIL ABN 96 149 391 332** by its duly authorised representative in the presence of:

\_\_\_\_\_  
Signature of party

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name

**EXECUTED** by **PEABODY PASTORAL HOLDINGS PTY LIMITED ACN 141 206 368** in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**EXECUTED** by **WILPINJONG COAL PTY LTD ACN 104 594 694** in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**EXECUTED** by **MOOLARBEN COAL MINES PTY LIMITED ACN 108 601 672** in accordance with section 127(1) of the *Corporations Act 2001* (Cth):



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



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

**Reinhold Schmidt**

**Lei Zhang**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**EXECUTED AS AN AGREEMENT BY THE PARTIES.**

**SIGNED** for and on behalf of **MID-WESTERN REGIONAL COUNCIL ABN 96 149 391 332** by its duly authorised representative in the presence of:

\_\_\_\_\_  
Signature of party

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name

**EXECUTED** by **PEABODY PASTORAL HOLDINGS PTY LIMITED ACN 141 206 368** in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

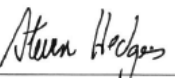
  
\_\_\_\_\_  
Signature of director

Steven John Hedges  
\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Signature of director  
GEOFFREY DAVID HARVEY

\_\_\_\_\_  
Name

**EXECUTED** by **WILPINJONG COAL PTY LTD ACN 104 594 694** in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

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

Steven John Hedges  
\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Signature of director  
GEOFFREY DAVID HARVEY

\_\_\_\_\_  
Name

**EXECUTED** by **MOOLARBEN COAL MINES PTY LIMITED ACN 108 601 672** in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

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

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Name